



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

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 -- Conference with Real Property Negotiators/Property: APN: 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.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Che Johnson, Matt Pierce, and Patrice Hildreth. Employee Organizations: Porterville City Firefighters Association, Fire Officer Series, and Porterville Peace Officers Association.
- 3** - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation - Administrative Hearing - Disciplinary Appeal.
- 4** - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three cases: One concerning correspondence from Reginald Cornejo dated October 12, 2017 regarding his well; one concerning correspondence dated August 28, 2017 from the Law Offices of Melo and Sarsfield regarding a notice of violation of the California Voting Rights Act; and one concerning correspondence received October 17, 2017 from David and Jonathan Horowitz requesting the waiver of \$800 in fines.
- 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 Martha A. Flores
Invocation

PRESENTATIONS

Employee of the Month - Steve Walker

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 - October 18, 2017
2. SJVAPCD Governing Board Meeting - October 19, 2017
3. Eastern Tule Groundwater Sustainability Agency (GSA) - October 19, 2017
4. Tulare County Economic Development Corp. (TCEDC) - October 25, 2017
5. Tulare County Homelessness Summit - October 25, 2017

REPORTS

This is the time for all staff informational items.

- I. Staff Informational Reports
 1. Porterville Golf Course - 1st Quarter FY 2017/2018
 2. Porterville OHV Park - 1st Quarter FY 2017/2018
 3. City Commission & Committee Attendance Report - 1st Quarter FY 2017/2018
 4. Building Permit Activity - 1st Quarterly Report (July, August, September)
 5. Street Performance Measure - 1st Quarter Report (July, August, September)
 6. Code Enforcement Quarterly Report
 7. Report on Charitable Car Washes

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of June 12, 2017, September 19, 2017, October 10, 2017, and October 24, 2017**
Re: Considering approval of the draft minutes of June 12, 2017, September 19, 2017, October 10, 2017, and October 24, 2017.
2. **Purchase of a DUI Checkpoint Trailer**
Re: Considering approval of the purchase of a new DUI Checkpoint Trailer from Universal Trailers in the amount of \$38,200.34.
3. **Authorization to Purchase Fleet Management Equipment**
Re: Considering approval of the implementation of a pilot program with Lytx, Inc., and the initial purchase of fleet management equipment and a 1 year program subscription at a cost of \$36,350, upon successful completion of the pilot program.
4. **Approval for Wastewater Treatment Facility Boiler Replacement**
Re: Considering approval of the purchase and installation of two (2) 1.9 MMBH fire tube boilers, and the modification of existing piping, from R.F. MacDonald for an amount not to exceed \$182,136.90.
5. **Lift Station 9 Replacement Pump Motor Assembly**
Re: Considering approval of the purchase of a replacement pump motor assembly for Lift Station 9, initiation of a Purchase Order and payment to Pacific Water Resources in an amount not to exceed \$13,523.
6. **Relocation of Porterville Police Department Network Switches**
Re: Considering approval to enter into an agreement with ITC for the relocation of Porterville Police Department network switches at a cost of \$23,175.00.
7. **Authorization to Advertise for Bids - Fire Station #2 Roof and HVAC Replacement Project**
Re: Considering approval of staff's Plans and Project Manual for the project consisting of the replacement of 620 square feet of polyurethane roofing and two HVAC units at Fire Station No. 2.
8. **Authorization to Issue Request for Proposals (RFP) for the Demolition of the Residence Located at 87 S G Street**
Re: Considering authorization to distribute an RFP to licensed demolition contractors, and the appropriation of funds for commencement of the project consisting of the demolition of a single family residence located at 87 South G Street.

9. **Program Supplement to the Local Agency-State Master Agreement – Intersection of Olive Avenue and Newcomb Street**
Re: Considering approval of a resolution authorizing the Mayor to execute the document known as Program Supplement No. F057 for the replacement of existing traffic signals, addition of north bound and south bound protected left turn phasing, and the addition of mast arm mounted left turn heads at the intersection of Olive Avenue and Newcomb Street.
10. **Request to set Public Hearing for the Review and Adoption of the Urban Water Management Plan 2015 Update**
Re: Considering approval to set a public hearing for February 6, 2018, for review and adoption of the Urban Water Management Plan 2015 Update.
11. **Amendment to the GreenPower Motor Company, Inc. Agreement**
Re: Considering approval of the rescindment of M.O. 07-091917; and authorization to execute the Amendment No. 2 to the Agreement for Battery-Electric Heavy Duty Buses with GreenPower Motor Company, Inc.
12. **Request for Street Closure - Myers' 23rd Annual Christmas Tree Memorial Service - December 5, 2017**
Re: Considering approval of the closure of "E" Street, between Putnam and Cleveland, on December 5, 2017, from 5:00 p.m. to 9:00 p.m.
13. **Quarterly Portfolio Summary**
Re: Considering acceptance of a report reflecting the investment portfolio of the City of Porterville as of September 30, 2017.
14. **Interim Financial Status Reports**
Re: Considering acceptance of the interim financial status reports for the first fiscal quarter ended September 30, 2017.
15. **Approval for Community Civic Event - Rotary Club of Porterville - Porterville Chamber of Commerce - Children's Christmas Parade - November 30, 2017**
Re: Considering approval of the annual parade along Main Street on Thursday, November 30, 2017, from 5:00 p.m. to 9:00 p.m.
16. **Amendment to Employee Pay and Benefit Plan - Fire Officer Series**
Re: Considering approval of a resolution amending the Employee Pay and Benefit Plan pertaining to the Fire Officer Series employees.

17. **Amendment to Employee Pay and Benefit Plan - Porterville City Firefighters Association**
Re: Considering approval of a resolution amending the Employee Pay and Benefit Plan pertaining to the Porterville City Firefighters Association employees.
18. **Request for Proclamation - Porterville Chamber of Commerce Board Chair - Ramona Chiapa**
Re: Considering a Request for a Proclamation submitted by the Porterville Chamber of Commerce to recognize outgoing Board Chair Ramona Chiapa.

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

PUBLIC HEARINGS

19. **Public Hearing - Vacation of Summit Estates Two, Phase 1 Vacation of Easements**
Re: Consideration of a resolution approving the vacation of easements for storm drain and emergency access related to the development of Summit Estates Two, Phase 1, generally located west of Mathew Street , south of Orange Avenue, and north of the Tule River.

SECOND READINGS

20. **Second Reading - Ordinance No. 1843 - An Ordinance of the City Council of the City of Porterville Amending Sections 700.01, 700.02 and 701.02, and Repealing and Replacing Section 301.23 of the Porterville Municipal Code, Concerning Personal Cultivation and Use of Cannabis, and Prohibition of Commercial Cannabis Activities**
Re: Second Reading of Ordinance No. 1843, which was given first reading on October 17, 2017, and has been printed.

SCHEDULED MATTERS

21. **Consideration of Enhanced Code Enforcement Program Options**
Re: Consideration of Code Enforcement Program options.
22. **Status and Review of Declaration of Local Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of November 21, 2017.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: 1. Porterville Golf Course - 1st Quarter FY 2017/2018

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the First Quarter FY 2017/2018.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Golf Course 1st Quarter FY 2017/18

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Jul-16	Jul-17	Aug-16	Aug-17	Sep-16	Sep-17
Golfers	1644	1381	1288	1385	1617	1198
Repeat 9/Twilight	412	340	185	299	464	289
Tickets Used	852	727	669	775	754	595
Passes Sold	50	45	43	53	52	42
Carts	743	457	550	418	605	322
Total	\$16,777.00	\$14,401.00	\$13,061.00	\$14,302.00	\$15,535.00	\$12,248.00

FOOTGOLF

	Jul-16	Jul-17	Aug-16	Aug-17	Sep-16	Sep-17
18-hole adult	0	0	2	0	10	7
18-hole youth	0	0	3	0	10	6
Cart rental	0	0	0	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$ -	\$ -	\$ 25.00	\$ -	\$ 150.00	\$ 100.00

GRAND TOTAL	\$16,777.00	\$14,401.00	\$13,086.00	\$14,302.00	\$15,685.00	\$12,348.00
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* **Repeat 9:** Additional 9 rounds after first 9

* **Twilight:** Afternoon discount rate

* **Tickets:** Surcharge with monthly play pass \$1.00 9-hole, \$2.00 18-hole

* **Passes:** Monthly Passes sold

Special Events and Clinics

At the Porterville Municipal Golf Course in the month of July, a clinic was held every week for junior golfers. At these clinics anywhere from 20-30 juniors would attend. Also, this quarter the Junior Travel League hosted a match that attracted almost 50 junior golfers from around the valley. The result of working with the junior golfers over the summer ended in the Porterville Junior Travel Team winning the league championship.



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: 2. Porterville OHV Park - 1st Quarter FY 2017/2018

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville OHV Park for informational purposes. The report reflects the First Quarter FY 2017/18.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. OHV Park - 1st Quarter FY 2017/2018

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

		16-Jul	17-Jul		16-Aug	17-Aug		16-Sep	17-Sep
Riders		110	79		94	176		35	144
Revenue		\$2,226.00	\$1,634.00		\$1,908.00	\$5,834.00		\$700.00	\$2,550.00



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: 3. City Commission & Committee Attendance Report - 1st Quarter FY 2017/2018

SOURCE: Administrative Services

COMMENT: Staff herein provides for the Council's information attendance records as of the 1st Quarter FY 2017/18 for the following City Commissions and Committees:

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

RECOMMENDATION: Informational Report only.

ATTACHMENTS:

1. Parks & Leisure Services Comm
2. Library & Literacy Comm
3. Arts Comm
4. Animal Control Comm
5. TUTOC
6. CDBG Citizens' Advisory Comm

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

Parks & Leisure Services Commissioner's Record of Attendance

	2017 July	2017 Aug	2017 Sept	2017 Oct	2017 Nov	2017 Dec	2018 Jan	2018 Feb	2018 Mar	2018 Apr	2018 May	2018 June
		3	7									
Rocco Calantone	**	P	P									
Monte Moore	**	P	P									
Leticia Lupio-Devine	**	P	A									
Rick Vafeades	**	P	P									
Richard Rankin	**	P	P									
Rachel Lucero	**	A	A									

**No meeting held. * Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2016 Jul	2016 Aug	2016 Sep	2016 Oct	2016 Nov	2016 Dec	2017 Jan	2017 Feb	2017 Mar	2017 Apr	2017 May	2017 Jun	
	7	11	1	6	3	8	5	2	2	6	4	1	
Rocco Calantone	**	P	E	P	P	P	P	E	E	P	P	**	FT Exp 10/19
Monte Moore	**	E	P	P	P	P	P	P	P	P	E	**	FT Exp 10/17
Leticia Lupio-Devine	**	P	E	P	P	P	E	P	P	P	P	**	FT Exp 10/17
Rick Vafeades	**	P	P	P	P	E	E	P	P	P	P	**	FT Exp 10/17
Richard Rankin	**	P	P	P	P	P	P	P	P	E	P	**	PUSD Rep.
Carroll Land	**	E	E	P	P	P	P	P	P	P	P	**	FT Exp 10/19
Rachel Lucero	**	P	P	E	P	P	A	P	P	P	P	**	FT Exp 10/19
Shannon Bennett	**	A	<i>Resigned</i>										

**No meeting held. * Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held. * Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

LIBRARY & LITERACY COMMISSION - Attendance Record

As of: September 30, 2017

P = Present; A = Absent; E = Excused absence; T = Tardy

 = Summer Hiatus

	2017 July	2017 Aug 8	2017 Sept 12	2017 Oct	2017 Nov	2017 Dec	2018 Jan	2018 Feb	2018 Mar	2018 Apr	
Catherine May		A	P								
Allan Bailey		P	P								
Esther Figueroa		P	P								
Tamara Bishop-Mitchell		P	P								
Edith La Vonne		P	P								
Jennifer Biagio		P	E								
Patience Christenson		A	P								

	2016 Sept 13	2016 Oct 11	2016 Nov 8	2016 Dec 13	2017 Jan 10	2017 Feb 14	2017 Mar 14	2017 April 11	2017 May 9	2017 June	
Catherine May	P	P	P	P	P	P	P	P	P		Re-appt. 10/16
Allan Bailey	P	P	P	P	P	P	P	P	P		Re-appt. 10/15
Esther Figueroa	P	P	P	P	P	P	P	E	P		Re-appt. 10/15
Tamara Bishop-Mitchell	E	E	P	P	P	E	P	P	P		Re-appt. 10/16
Edith La Vonne	T	P	P	E	E	P	P	P	P		Re-appt. 10/15
Jennifer Biagio	P	P	P	P	P	E	E	E	E		Re-appt. 10/16
Patience Christenson	E	P	P	P	P	P	P	P	E		Re-appt. 10/15

	2015 Nov 10	2015 Dec 8	2016 Jan 12	2016 Feb 9	2016 Mar 8	2016 Apr 12	2016 May 10	2016 June	2016 July	2016 Aug 9	
Catherine May	P	P	P	P	P	P	E			P	Re-appt. 10/13
Allan Bailey	P	P	P	P	P	P	P			P	Re-appt. 10/15
Esther Figueroa	P	P	P	P	P	P	P			P	Re-appt. 10/15
Tamara Bishop	P	P	P	P	P	T	P			P	Re-appt. 10/13
Edith La Vonne	E	P	P	P	P	P	P			P	Re-appt. 10/15
Jennifer Biagio	E	E	P	E	P	P	P			E	Appt. 10/13
Patience Christenson	P	P	P	P	E	E	E			P	Re-appt. 10/15

	2015 Jan 13	2015 Feb 10	2015 Mar 10	2015 Apr 8	2015 May 12	2015 June	2015 July	2015 Aug 11	2015 Sept 8	2015 Oct 13	
Catherine May	P	P	P	P	P			P	P	P	Re-appt. 10/13
Allan Bailey	P	P	P	P	P			P	P	P	Re-appt. 10/15
Esther Figueroa	P	P	P	E	P			P	P	P	Re-appt. 10/15
Tamara Bishop	P	P	P	P	P			P	P	E	Re-appt. 10/13
Edith La Vonne	P	P	P	P	P			P	E	P	Re-appt. 10/15
Jennifer Biagio	A	E	P	P	E			P	E	E	Appt. 10/13
Patience Christenson	E	E	P	P	E			P	P	E	Re-appt. 10/15

**Arts Commission
Attendance Records**

As of: September 30, 2017

	2017 27-Sep	2017 25-Oct	2017 Nov	2017 Dec	2018 Jan	2018 Feb	2018 Mar	2018 Apr	
Donna Serna	P								
Mariza Serrano	P								
Dalia Gonzalez	P								
Nilsa Cubiascanas	P								Apptd 9/2017 thru 7/2019
Kyree Perkins	P								Apptd 9/2017 thru 7/2019
Emily Luna									Apptd 10/2017 thru 7/2019

* No meeting due to lack of quorum.

	2017 26-Apr	2017 24-May	2017 28-Jun	2017	2017	2017	2017	2017	
Deana Worthington	*	*	*	Term expired.					
Joan Givan	*	*	*	Term expired.					
Judith Halloway	*	*	*	Term expired.					
Mel Gosage	*	*	*	Term expired.					
Donna Serna	*	*	*	*	*	*	*	*	Reappted 7/18/17
Hector Marquez	*	*	*	Term expired.					
Mariza Serrano	Appted 7/18/17			*	*	*	*	*	Appted to 3-yr term.
Dalia Gonzalez	Appted 7/18/17			*	*	*	*	*	Appted to 1-yr youth term.

* No meeting due to lack of quorum.

	2016 24-Aug	2016 14-Sep	2016 26-Oct	2016 23-Nov	2016 28-Dec	2017 25-Jan	2017 22-Feb	2017 22-Mar	
Deana Worthington	P	P	*	*	*	*	*	P	
Joan Givan	P	P	*	*	*	*	*	P	
Judith Halloway	P	P	*	*	*	*	*	P	
Mel Gosage	A	P	*	*	*	*	*	A	
Donna Serna	P	P	*	*	*	*	*	P	
Hector Marquez	A	A	*	*	*	*	*	A	
Vacant									

* No meeting due to lack of quorum.

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

* No meeting due to lack of quorum.

**Animal Control Commission
Attendance Records**

As of: September 30, 2017

	2017 Sept	2017 Oct	2017 Nov	2017 Dec	2018 Jan	2018 Feb	2018 Mar	Notes:
Daniel Penaloza	P							
Florenza Pizanis	P							
Maritza Altamirano	P							
Gabriel Castaneda	P							

*Meeting cancelled due to lack of quorum.

	2017 13-Feb	2017 13-Mar	2017 10-Apr	2017 8-May	2017 12-Jun	2017 10-Jul	2017 14-Aug	Notes:
Margaret Land	P	P	P	P				Resigned.
Daniel Penaloza	A	P	A	P	*	P	A	
Florenza Pizanis	P	P	P	P	*	P	P	
Maritza Altamirano	P	P	P	P	*	P	P	
Richard Stadtherr	P							Appointment rescinded 2/21
Gabriel Castaneda						P	P	Apptd July 2017.

*Meeting cancelled due to lack of quorum.

	2016 11-Jul	2016 8-Aug	2016 9-Sep	2016 10-Oct	2016 14-Nov	2016 12-Dec	2017 9-Jan	Notes:
Margaret Land	A	P	P	P	P	P	P	
Daniel Penaloza	P	P	P	P	A	P	P	
Florenza Pizanis	P	P	P	P	P	P	P	
Maritza Altamirano	P	P	P	P	P	P	P	
Richard Stadtherr	P	P	P	P	P	P	P	

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

*Meeting cancelled due to lack of quorum.

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

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

As of: September 30, 2017

	2017 28-Feb	2017 23-May	2017 29-Aug				
John Simonich	P	A	A				
Margaret Stinson	P	P	P				
Kathleen "Kat" Harris	P	P	P				
Russell "Buck" Fletcher	P	A	P				
Titus Moore							Resigned
Richard Stadtherr							Appointment rescinded 2/21
John Angell	P	P	A				Appointed 2/7
Mike Boudreaux Sr.	P	P	P				Appointed 2/7
Jerry Claborn	P	P	P				Appointed 2/7
Virginia Gurrola	P	P	P				Appointed 2/21
John Billiou			A				Appointed 7/17

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

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

** No meeting held due to lack of quorum.

	2013** 23-May	2013** 30-May	2013 13-Jun	2013 8-Aug	2013 7-Nov	2014 13-Mar	2014 1-May
Gary Mekeel	-	-	A	A	Resigned effective 8/13/13		
Khris Saleh	-	-	A	P	P	A	P
Charles Webber	-	-	P	Resigned effective 6/30/13			
John Simonich	-	-	A	P	P	P	P
Michael MacDonald	-	-	P	P	P	P	P
Gail Lemmen	-	-	P	P	P	P	A
John Dennis	-	-	P	P	P	P	
Margaret Stinson	-	-	P	A	P	P	A
Janet Meister	-	-	P	P	P	P	P
Bill Nebeker	-	-	A	P	P	P	A
Kathleen "Kat" Harris	Appt. 6/30/13			P	P	P	A
Russell "Buck" Fletcher	Appt. 8/2013				P	P	P

** No meeting held due to lack of quorum.

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

As of: September 30, 2017

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg 3/28/2016	Reg. Mtg 3/1/2017	Reg. Mtg	Reg. Mtg
Pat Contreras	P	A	P		
Linda Mendez	P	A	P		
Grace Munoz-Rios	P	P	P		
Doug Heusdens	P	P	P		
Rebecca Vigil	P	P	A		
Kelle Jo Lowe	P	P	P		
Maria Gonzalez	P	A	P		

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

This Committee typically meets on an annual basis in March.



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: 4. Building Permit Activity - 1st Quarterly Report (July, August, September)

SOURCE: Public Works

COMMENT: Building Permit Activity – 1st Quarter Report (July, August, September)

The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of July, August, and September 2017. The two main categories include new residential permits issued and new commercial permits issued.

1st Quarter of FY 2017/2018 compared to 1st Quarter of FY 2016/2017

New residential permits issued during the 1st quarter of the 2017/2018 fiscal year (11) saw no change from the 1st quarter of the 2016/2017 year (11). New commercial permits issued during the 1st quarter of the 2017/2018 fiscal year (1) are down 66.67% from the same period of the 2016/2017 fiscal year (3).

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. July 2017 Permit Totals
2. August 2017 Permit Totals
3. September 2017 Permit Totals

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2016 - 7/31/2016 AND
7/1/2017 - 7/31/2017

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JULY 2017	JULY 2016	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2017	JULY 2016	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2017	JULY 2016	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	5	4	5	4	1,773,636	837,438	1,773,636	837,438	16,144	7,757	16,144	7,757
NEW COMM	1	1	1	1	2,400,000	750,500	2,400,000	750,500	10,964	5,600	10,964	5,600
RESID IMPROV	16	13	16	13	504,178	116,460	504,178	116,460	5,455	4,338	5,455	4,338
COMM RESID	6	3	6	3	288,000	161,250	288,000	161,250	6,408	3,162	6,408	3,162
OTHER	31	25	31	25	344,775	308,695	344,775	308,695	5,969	5,450	5,969	5,450
ELECT	16	38	16	38	225,280	525,189	225,280	525,189	3,149	7,329	3,149	7,329
PLUMB	33	61	33	61	20,600	0	20,600	0	5,847	8,582	5,847	8,582
TOTALS	108	145	108	145	5,556,469	2,699,532	5,556,469	2,699,532	53,935	42,218	53,935	42,218

	NEW DWELLING UNITS TOTALS			
	JULY 2017	JULY 2016	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	5	4	5	4
TOTAL	5	4	5	4



CHIEF BUILDING OFFICIAL

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2016 - 8/31/2016 AND
7/1/2017 - 8/31/2017**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	AUGUST 2017	AUGUST 2016	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2017	AUGUST 2016	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2017	AUGUST 2016	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	4	1	9	5	1,074,778	287,849	2,848,414	1,125,287	11,571	2,109	27,715	9,866
NEW COMM	0	2	1	3	0	2,750,000	2,400,000	3,500,500	0	14,535	10,964	20,135
RESID IMPROV	13	16	29	29	83,709	110,440	587,887	226,900	5,023	5,307	10,478	9,645
COMM RESID	4	5	10	8	361,041	290,000	649,041	451,250	2,526	9,184	8,933	12,346
OTHER	34	27	65	52	274,562	262,026	619,337	570,721	6,670	5,550	12,639	11,000
ELECT	27	40	43	78	348,322	712,201	573,602	1,237,390	4,772	8,052	7,921	15,381
PLUMB	52	45	85	106	5,000	0	25,600	0	7,571	6,224	13,418	14,806
TOTALS	134	136	242	281	2,147,412	4,412,516	7,703,881	7,112,048	38,133	50,961	92,068	93,179

	NEW DWELLING UNITS TOTALS			
	AUGUST 2017	AUGUST 2016	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	4	1	9	5
TOTAL	4	1	9	5


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2016 - 9/30/2016 AND
7/1/2017 - 9/30/2017

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	SEPTEMBER 2017	SEPTEMBER 2016	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2017	SEPTEMBER 2016	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2017	SEPTEMBER 2016	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	2	6	11	11	491,865	1,884,335	3,340,279	3,009,622	4,847	15,208	32,563	25,074
NEW COMM	0	0	1	3	0	0	2,400,000	3,500,500	0	0	10,964	20,135
RESID IMPROV	9	19	38	48	105,141	167,796	693,028	394,696	3,005	7,043	13,483	16,688
COMM IMPROV	5	2	15	10	35,000	320,000	684,041	771,250	2,533	1,764	11,467	14,110
OTHER	28	35	93	87	323,870	211,219	943,207	781,940	5,454	6,314	18,093	17,314
ELECT	15	45	58	123	176,769	678,538	750,371	1,915,928	2,644	8,834	10,565	24,215
PLUMB	36	31	121	137	0	3,110	25,600	3,110	5,444	4,649	18,862	19,455
TOTALS	95	138	337	419	1,132,645	3,264,998	8,836,526	10,377,046	23,928	43,811	115,996	136,991

	NEW DWELLING UNITS TOTALS			
	SEPTEMBER 2017	SEPTEMBER 2016	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	2	6	11	11
TOTAL	2	6	11	11



CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: 5. Street Performance Measure - 1st Quarter Report (July, August, September)

SOURCE: Public Works

COMMENT: The purpose of this staff report is to provide Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the 1st quarter (July, August, September) of FY 2017/2018.

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

Major construction of Henderson Avenue Reconstruction Project is still pending a soils engineer peer review and is scheduled to be awarded during the spring of 17/18 fiscal year.

The first phase of Plano Street Micro-Surfacing Project between SR 190 and Henderson Avenue has been awarded. Removal and replacement of water mains, structural repairs, curb returns and other ADA related improvements are the focus of this project. Micro-Surfacing of Plano Street, second phase, will follow shortly after the completion of the first phase. The Barn Theater parking lot will be repaired and resurfaced as part of both phases of this project as well.

Main Street between Morton Avenue and Olive Avenue is also still under design. Through research and review, staff determined an access compliance exception that relates to "blended transitions" (flush interface between sidewalk and street) that are currently in place along Main Street in the Downtown area. As stated in past reports, the results of the Main Street project economic analysis has forced staff to transition into a full reconstruction project.

Orange Avenue from Main Street to Plano Street is this year's SB1 project and is also under design.

RECOMMENDATION: Information only

ATTACHMENTS: 1. Street Performance Chart - 1st Quarter 2017/2018

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
2017/2018 Level of Service Report
Prepared By M. Reed

1st QUARTER REPORT - July 1, 2017 - September 30, 2017[illegible]



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: 6. Code Enforcement Quarterly Report

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between July 1st and September 30th , 2017. During this 1st quarter of fiscal year 2017/2018, each department of the City contributed toward recording 704 code enforcement issues. Of these, 444 were corrected and 260 were continued into the 2nd quarter of 2017/2018 for additional corrective action. The Code Enforcement Officer issued 95 Administrative Citations.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Code Enforcement FY 17-18 Q1

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

Code Enforcement Report

Q1 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	21	17	80.95%
Animal Control Services	2	2	100.00%
Animals- agricultural animals	1	1	100.00%
Animals- barking dogs	12	12	100.00%
Animals- keeping too many or unauthorized species	1	1	100.00%
Animals- roosters	1	1	100.00%
Building Department/ Permits	29	12	41.38%
Business License Inquiries	3	1	33.33%
Can Replacement / Repair	7	7	100.00%
CEO, Business License	1	1	100.00%
Code Enforcement, General	9	6	66.67%
Community Development, General or MULTIPLE violations	28	6	21.43%
Engineering	8	1	12.50%
Fences and freestanding walls	4	0	0.00%
Fire Hazard	1	1	100.00%
Garbage Collection/ Illegal Dumping	20	14	70.00%
General Feedback	2	2	100.00%
Graffiti	2	1	50.00%
Health Hazard	8	6	75.00%
Housing Issue (Structure Related)	2	1	50.00%
Itinerant Vendor, Solicitor, Peddler	4	4	100.00%
Landscaping/trees- private property	14	1	7.14%
Neglected property/trash & debris	31	6	19.35%
Outdoor Storage	4	2	50.00%
Parking Issue	3	3	100.00%
Parks	10	10	100.00%
Police/ Traffic Enforcement	14	14	100.00%
Sidewalk Condition	7	3	42.86%
Signs- commercial signage in residential zones	1	0	0.00%
Signs- illegal/prohibited	14	13	92.86%
Signs- other	2	1	50.00%
Vehicles- inoperable vehicles	50	3	6.00%
Vehicles- RVs/boats/etc	42	4	9.52%
Water Waste	55	12	21.82%
Water Waste Admin Cite	30	30	100.00%
Water Waste NOV	194	193	99.48%
Weed Abatement	66	52	78.79%
Yard Sales, Frequent	1	0	0.00%
Q1 Total	704	444	63.07%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	58				\$5,800
\$200	5				\$1,000
\$500	11				\$5,500
\$1,000	7				\$7,000
\$1,500	14				\$21,000
FY 17-18 Total Assesment					\$40,300
Medical Cannabis	Q1	Q2	Q3	Q4	Total
Approved Permits	0				0
Permits passing inspection	62				62
Permits Pending Inspection	1				1
NOV's	0				0
Admin Citations	13				13
Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	66				66
Completed by Owner	52				52
Assigned to Contractor (private)	5				5
Assigned to Contractor (city owned)	0				0
Completed by Contractor	5				5
Admin Citations	30				30



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: 7. Report on Charitable Car Washes

SOURCE: Finance

COMMENT In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes by a charitable organization in a calendar year. For the period of January 1 to September 30, 2017, the following car washes occurred within the City.

<u>Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
4/30/17	Burton Horizon Academy	Burton Pathways Charter Academy - 1414 W. Olive Ave.
6/10/17	El Granito Foundation	Phillip's Pool Supplies - 1031 W. North Grand
7/22/17	Valley Water Polo Club	Porterville Orthodontics - 721 W. Olive Ave.
8/12/17	Helping Hands of Porterville	El Gallito Market - 283 W. Olive Ave.

RECOMMENDATION: Informational only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

**SPECIAL CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 12, 2017, 5:30 PM**

Called to Order at

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

The Pledge of Allegiance was led by Mayor Stowe.

Invocation – A moment of silence was observed.

WRITTEN COMMUNICATIONS

- Brock Neeley, Porterville, submitted via e-mail a letter in support of reducing the size of the Giant Sequoia National Monument in the hopes that it might improve land management.

ORAL COMMUNICATIONS

- Barry Caplan, Porterville, questioned the urgency of the item; asked for clarification regarding the need for the special meeting; and requested that the Council either vote against the item or postpone it to the next meeting. Also spoke about the safety of Success Dam.
- Wildplaces media consultant, inquired about the Council's dissemination of information to the public; asked the Council to take the children's health into consideration; and stated that she was looking forward to media attention on the issue to ensure that there was no reduction.
- Sophie Mulholland, Sequoia Riverlands Trust President, spoke of the importance of preserving the giant sequoia range and watersheds to ensure their viability; and requested that the Council oppose the proposed reduction of the Giant Sequoias National Monument.
- Mehmet McMillan, Springville resident, Wildplaces, stated that he could not believe the item was being considered and spoke in opposition to the reduction of the monument.
- Renee Curtley, Porterville, asked the Council who gave them the right to rip the trees out.
- Fernando Serrano, Porterville, requested additional time to consider the item and to educate the public on why reduction of the monument was necessary.
- Allison Sheiky, Sequoia Forest Keeper, master naturalist, stated that a reduction of the monument was irresponsible and detrimental to the ecosystem and tourism.
- Terri Galleon, Keepers of the Kern Vice President, spoke of the Giant Sequoias National Monument as an attraction for its beauty and stated that it should not be reduced.

- Art Rodriguez, Porterville, asked which of the Council members initiated consideration of the item; and stated that he did not see a benefit to the Council taking a stance on the issue.

SCHEDULED MATTERS

1. CONSIDERATION OF LETTER OR RESOLUTION IN RESPONSE TO NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT IN REVIEW OF CERTAIN NATIONAL MONUMENTS ESTABLISHED SINCE 1996, INCLUDING GIANT SEQUOIAS NATIONAL MONUMENT

Recommendation: That the City Council consider support for reducing the size of the Giant S Sequoia National Monument as part of the review of the national monuments created under the Antiquities Act pursuant to Executive Order 13792.

Community Development Director Jenni Byers presented the staff report. Following the staff report, the Council discussed the absence of land management and promises made by the Federal Government that had not come to fruition following the establishment of the national monument. Vice Mayor Ward and Council Member Flores stated that they would like the opportunity to research the matter further, and Council Member Reyes stated he struggled due to the many issues at play.

At the Council's request, Community Development Director Byers addressed questions regarding economic development and tourism as it related to the monument status and possible reduction in size; and added that better land management would make the area more marketable.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Mayor Stowe that the City Council consider a resolution in support for reducing the size of the Giant Sequoia National Monument as part of the review of the national monuments created under the Antiquities Act pursuant to Executive Order 13792. The motion failed.

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

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member Reyes that the City Council consider a resolution in support of the keeping of commitments that were made when the Giant Sequoia National Monument was established, including the development of a Visitors Center and the use of active forest management by the United

States Forest Service in proper
Sequoia Groves; and directed staff to send
representatives communicating same.

care and protection of the Giant
a letter to legislative

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

Documentation: Resolution No. 28-2017; and M.O. 01-061217
Disposition: Approved.

ADJOURNMENT

The City Council adjourned at 6:17 p.m. to the meeting of June 20, 2017.

Luisa M. Zavala, Deputy City Clerk
SEAL

Milt Stowe, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 19, 2017, 5:30 PM**

Called to Order at 5:34 p.m.

Roll Call: Council Member Monte Reyes, Council Member Martha A. Flores, Council Member Cameron Hamilton, Vice Mayor Brian Ward

Absent: Mayor Milt Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Che Johnson, and Matt Pierce. Employee Organizations: Porterville City Firefighters Association and Fire Officer Series.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Abel Saldana. Agency claimed against: City of Porterville. (Approved an additional payment of \$761.32 for a total settlement of \$6,168.61 via M.O. 01-091917)

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Ramiro Huerta. Agency claimed against: City of Porterville. (Claim rejected via M.O. 02-091917)

4 - Government Code Section 54956.95 - Liability Claim: Claimant: Jeff Towers. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case concerning correspondence dated August 28, 2017 from the Law Offices of Melo and Sarsfield regarding a notice of violation of the California Voting Rights Act.

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

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

City Attorney Lew reported action pertaining to Item Nos. A-2 and A-3, as follows:

A-2 On a MOTION made by Vice Mayor Ward, and SECONDED by Council Member Flores the City Council unanimously approved an additional payment of \$761.32 for a total settlement of \$6,168.61.

Documentation: M.O. 01-091917

Disposition: Approved.

A-3 On a MOTION made by Vice Mayor Ward, and SECONDED by Council Member Flores the City Council unanimously rejected the claim filed by Ramiro Huerta.

Documentation: M.O. 02-091917
Disposition: Claim rejected.

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

PRESENTATIONS

Outstanding Business Honoree - PSW
Employee of the Month - Eddie Alba
Employee Service Awards

AB 1234 REPORTS

1. Tulare County Association of Governments (TCAG) - September 18, 2017
Council Member Flores reported on various action items.
2. League of California Cities Annual Conference - September 13-15, 2017
Council Member Reyes reported on his activities in support of the ratification of the Tule River Tribe's gaming compact, meetings with Vidak and Mathis, and session's he had attended. Vice Mayor Ward, Council Member Hamilton, and Council Member Flores also reported on conference sessions they attended regarding but not limited to wireless facilities, SB1, Promise Zone, CalPERS, and homelessness.

REPORTS

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - September 7, 2017
Commissioner Monte Moore presented information regarding the installation of new benches at Veterans Park, Paws in the Pool, Music on Main, Pickleball, Museum Day Live, Pioneer Days, and Corporate Games.
 2. Library & Literacy Commission - September 12, 2017
Commissioner Allan Bailey reported on the Commission's discussion of a new library facility in preparation of its joint meeting with City Council to take place in October; reported on August statistics pertaining to program participation, volunteer hours, and library patronage; and spoke of upcoming mini reading program, and annual Halloween costume contest. He concluded by thanking the Friends of the Library, and City Librarian Vikki Cervantes.
 3. Arts Commission
 4. Animal Control Commission - September 11, 2017
Commission Chair Florenza Pizanis presented August statistics pertaining to animal control activity; thanked the Council for the new animal shelter location; and announced vacancies on the commission.
 5. Youth Commission
 6. Transactions and Use Tax Oversight Committee (TUTOC) - August 29, 2017
Committee Chair Virginia Gurrola reported on committee action and vacancies on the committee.

II. Staff Informational Reports

1. Water Conservation Phase III Status Update

ORAL COMMUNICATIONS

- Edith LaVonne, Porterville, thanked the Police Department for their assistance in dealing with vandalism at The Barn Theater; spoke of her observance of traffic not stopping for ambulances at Cottage Street and Morton Avenue; and voiced opposition to the sale of beer and wine at the 99 Cents Only Store.
- Brock Neeley, Porterville, stated that the voters approved the legalization of marijuana and that the Council should not make things harder by adopting regulations; and stated that he was glad to see Item No. 18 on the Agenda.
- Virginia Gurrola, Porterville, spoke in opposition to Item No. 18 and of disadvantages of by-district elections, such as losing a holistic approach to governing the community.
- David Horowitz, Porterville, stated that he was fined \$800 for a signage violation and he would not be paying it; stated that he was being treated unfairly and would sue the City if his fines were not waived; and spoke of Beverly Water District's inability to hook up to City water due to the City dragging its feet.
- Jeff Faure, Porterville, stated that six marijuana plants was not enough for medical marijuana use and cultivation of marijuana for others.
- George Boyadjian, 420 College, presented a business proposal for a commercial marijuana operation, and stated that he had secured a building for a retail operation.

CONSENT CALENDAR

There were no items pulled from Consent Calendar. It was noted that Vice Mayor Ward had a conflict of interest pertaining to real property on Item Nos. 2 and 3, and Mayor Stowe had a conflict on Item No. 9.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Vice Mayor Brian Ward that the City Council approve Items Nos. 1-11, with noted abstentions of Vice Mayor Ward from Item Nos. 2 and 3 and Mayor Stowe's from Item No. 9. The motion carried unanimously.

1. RELOCATION OF PORTERVILLE POLICE DEPARTMENT MOTOROLA RADIO BASE STATIONS

Recommendation: That the City Council:

1. Authorize the relocation of three Motorola Radio Base Stations; and
2. Authorize payment in the amount of \$7,243.33 upon completion of installation.

Documentation: M.O. 03-091917

Disposition: Approved.

2. WASTEWATER TREATMENT FACILITY EMERGENCY BOILER REPAIR

Recommendation: That City Council:

1. Award the Wastewater Treatment Facility Emergency Boiler Repair to R.F. MacDonald for a not to exceed amount of \$36,790;
2. Direct the Finance Director to initiate a Purchase Order to R.F. MacDonald in an amount not to exceed \$36,790 for the repair of WWTF Boiler; and
3. Direct the Finance Director to make payment to R.F. MacDonald upon receipt of invoice approved by the Public Works Director.

AYES: Reyes, Flores, Hamilton, Stowe

NOES: None

ABSTAIN: Ward

ABSENT: None

Documentation: M.O. 04-091917

Disposition: Approved.

3. WASTEWATER TREATMENT FACILITY ANNUAL POLYMER CONTRACT

Recommendation: That City Council:

1. Award the Wastewater Treatment Facility Annual Polymer Contract to Solenis for a submitted quote of \$1.01/pound for polymer K290FLX coagulant aid; and

2. Authorize the Public Works Director to sign the Wastewater Treatment Facility Annual Polymer Contract with the option to extend the contract three additional one year term providing both parties mutually agree to any price adjustments after the first year.

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

Documentation: M.O. 05-091917

Disposition: Approved.

4. AUTHORIZATION TO ACCEPT DONATION FROM AN ANONYMOUS DONOR

Recommendation: That the City Council authorize the acceptance of a donation of property valued at \$200,000 from an anonymous donor.

Documentation: M.O. 06-091917

Disposition: Approved.

5. FIRST AMENDMENT TO THE GREENPOWER MOTOR COMPANY, INC. AGREEMENT

Recommendation: That the City Council authorize the City Manager and City Attorney to execute the First Amendment to Agreement for Battery-Electric Heavy Duty Buses with GreenPower Motor Company, Inc.

Documentation: M.O. 07-091917

Disposition: Approved.

6. ANNUAL LIBRARY FOOD FOR FINES CAMPAIGN

Recommendation: That the City Council authorize the Annual Food for Fines Campaign to run October 1 through December 31, 2017.

Documentation: M.O. 08-091917

Disposition: Approved.

7. APPROVAL FOR COMMUNITY CIVIC EVENT - CENTRAL CALIFORNIA FAMILY CRISIS CENTER, INC. - 19TH ANNUAL DOMESTIC VIOLENCE CANDLELIGHT VIGIL - OCTOBER 17, 2017

Recommendation: That the Council approve the Community Civic Event Application and Agreement submitted by the Central California Family Crisis Center,

subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 09-091917

Disposition: Approved.

8. APPROVAL FOR COMMUNITY CIVIC EVENT - US MARINES RESERVES TOYS FOR TOTS - CHRISTMAS TO REMEMBER CAR AND BIKE SHOW - OCTOBER 21, 2017

Recommendation: That the Council approve the Community Civic Event Application and Agreement submitted by the U.S. Marines Reserve Toys for Tots subject to the stated requirements contained in the Application, Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 10-091917

Disposition: Approved.

9. APPROVAL FOR COMMUNITY CIVIC EVENT - WILDLAND FIREFIGHTER FOUNDATION AND GALAXY 9 THEATRES - ONLY THE BRAVE 5K RUN - OCTOBER 21, 2017

Recommendation: That Council approve the Community Civic Event Application and Agreement from Galaxy 9 Theatres and Wildland Firefighter Foundation subject to the Restrictions and Requirements contained in Application, Agreement, Exhibit A and Exhibit B.

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

Documentation: M.O. 11-091917

Disposition: Approved.

10. REQUEST FOR PROCLAMATION - RAILROAD SAFETY MONTH - SEPTEMBER 2017

Recommendation: That the City Council consider approval of the request to proclaim the month of September 2017, as "Railroad Safety Month."

Documentation: M.O. 12-091917

Disposition: Approved.

11. REQUEST FOR PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2017

Recommendation: That the City Council consider approval of the request to proclaim the month of October 2017, as "Domestic Violence Awareness Month."

Documentation: M.O. 13-091917

Disposition: Approved.

HEARING

12. 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 255190022), OWNER WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006, FOR PROPOSED IMPROVEMENTS TO THE EAST PORTERVILLE WATER SUPPLY PROJECT

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 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.

City Manager Lollis introduced the item, and Community Development Manager Julie Phillips presented the staff report.

The hearing was opened on 7:49 p.m.

- Greg Woodard, property owner, communicated his issue with the appraisal of the property as farmland; stated that he respected the process and did not want the financial burden to shift from the State to the City; and indicated that he was in the process of seeking an appraisal.

In response to questions from the Council, Mr. Woodard indicated that there was no map for development of the property. He added that the property was zoned for development and any construction in that area would affect future development.

Staff confirmed that zoning was considered by the appraiser, and City Attorney Lew advised that any ambiguity regarding the terms with the State be clarified prior to the Council taking action on the Resolution of Necessity.

COUNCIL ACTION: MOVED by Mayor Milt Stowe, SECONDED by Vice Mayor Brian Ward that the City Council continue the Hearing to the meeting of October 3, 2017. The motion carried unanimously.

Documentation: M.O. 14-091917

Disposition: Hearing continued to October 3, 2017.

The Council took a ten minute recess at 8:05 p.m.

PUBLIC HEARINGS

13. REQUEST FOR A CONDITIONAL USE PERMIT FOR JOE'S WESTSIDE MARKET FOR A TYPE 21 ALCOHOL LICENSE AND FOR BIG BITE BBQ FOR A TYPE 41 ALCOHOL LICENSE AT 22388 AVENUE 152

Recommendation: That the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2017-030C) subject to conditions of approval.

City Manager Lollis introduced the item, and Community Development Manager Phillips presented the staff report. Following the report, Ms. Phillips addressed questions from Council Member Reyes regarding the consumption of alcohol in the outdoor seating area.

The Public Hearing was opened at 8:20 p.m.

- The Applicant requested an extension of hours of operation for Big Bite BBQ to 9:00 a.m. to 11:00 p.m., and 6:00 a.m. to 2:00 a.m. for Joe's Westside Market to allow for flexibility in the future.

The Public Hearing was closed at 8:24 p.m.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Vice Mayor Brian Ward that the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2017-030C) subjects to conditions of approval, as amended to reflect updated hours of operation for Big Bite BBQ as 9:00 a.m. to 11:00 p.m., and 6:00 a.m. to 2:00 a.m. for Joe's Westside Market. The motion carried unanimously.

Documentation: Resolution No. 56-2017

Disposition: Approved.

14. REQUEST FOR A CONDITIONAL USE PERMIT FOR THE 99 CENTS STORE FOR A TYPE 20 ALCOHOL LICENSE AT 825 W. HENDERSON AVENUE

Recommendation: That the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2017-033C) subject to conditions of approval.

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

The Public Hearing was opened at 8:29 p.m.

- Brock Neeley, Porterville, suggested better placement of coolers within the store.
- Edith LaVonne, Porterville, stated that there were enough off sale licenses in the area.

- Steve Rawlings, 99 Cent Store representative, stated that the current location of the registers was temporary, and assured the Council that the registers would be relocated to the front of store. He added that the store wished to remain competitive as a grocery store.

Members of the Council expressed reservations due to the store catering to customers with less disposable income, placement of the checkout aisles and oversaturation of alcohol licenses.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Monte Reyes that the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2017-033C) subject to conditions of approval.

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

Documentation: Resolution No. 57-2017
 Disposition: Approved.

SCHEDULED MATTERS

15. CONSIDERATION OF APPOINTMENT TO THE ARTS COMMISSION

Recommendation: That the City Council consider the appointment of an individual to the City's Arts Commission to a term ending in July of 2019.

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

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Mayor Milt Stowe that the City Council that the City Council appoint Kyree Perkins and Nilsa Cubiascanas to the Arts Commission to terms expiring in July of 2019. The motion carried unanimously.

Documentation: M.O. 15-091917
 Disposition: Approved.

16. PROPOSITION 64 AD HOC COMMITTEE UPDATE

Recommendation: That the City Council provide direction that the City Attorney prepare an ordinance which permits the personal cultivation of up to six plants indoors or outdoors with certain restrictions, allow those with an existing medical cannabis cultivation permit to continue until said permit expires, and prohibit all commercial cannabis activities to be in effect by January 1,

2018; and determine goals for the Ad Hoc committee in regards to the possible commercial uses, as well as whether or not to evaluate the requirements of a tax measure to be placed on the November 2018 election.

City Manager Lollis introduced the item, and City Attorney Lew presented the staff report.

Vice Mayor Ward stated that while he understood the desire to streamline regulations by allowing six plants and eliminating the need for permits, he was concerned that six plants was not sufficient for those growing cannabis for personal medicinal use and spoke in support of increasing the number for medical use.

In response to questions from the Council, staff clarified that individuals who grew cannabis for medicinal use by others was considered commercial activity; and Council Member Reyes spoke of concerns pertaining to air quality and use of pesticides.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve staff's recommendation to prepare an ordinance which permits the personal cultivation of up to six plants indoors or outdoors with certain restrictions, and allow those with an existing medical cannabis cultivation permit to continue until said permit expires, and prohibit all commercial cannabis activities to be in effect by January 1, 2018.

Documentation: M.O. 16-091917

Disposition: Approved.

17. HENDERSON-PROSPECT SPECIFIC PLAN

Recommendation: That the City Council provide direction to staff regarding whether or not to continue efforts towards the Henderson- Prospect Specific Plan.

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

The Council voiced support for keeping the lines of communication open by reaching out to landowners regularly, and Community Development Manager Phillips noted that there was a project moving forward independently.

Acting Public Works Director Mike Reed addressed questions from the Council regarding vehicular access, circulation, and the need for a traffic study.

Documentation: None

Disposition: No action taken.

18. CONSIDERATION OF INITIATING PROCEDURES FOR ESTABLISHING AND IMPLEMENTING BY-DISTRICT ELECTIONS

Recommendation: That the City Council consider adopting the draft resolution initiating procedures for establishing and implementing by-district elections.

City Manager Lollis introduced the item, and City Attorney Lew presented the staff report. Following the staff report, the Council inquired about the possibility of a friendly lawsuit, mitigation of costs, and the CVRA safe harbor guidelines.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Martha Flores that the City Council adopt the draft resolution initiating procedures for establishing and implementing by-district elections. The motion carried unanimously.

Documentation: Resolution No. 58-2017

Disposition: Approved.

19. 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. At the Council's request and in response to comments made in Oral Communications, Acting Public Works Director Reed provided an update on the status of the Beverly Grand well project.

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

Documentation: M.O. 17-091917

Disposition: Approved.

ORAL COMMUNICATIONS

- Brock Neeley recommended that the City be mindful of charter amendment language so as not to confuse voters.
- Jeff Stowe, Porterville, expressed his concern regarding the poor condition of roads in Porterville.

OTHER MATTERS

- Council Member Hamilton voiced appreciation for all fire personnel who worked the Pier Fire; spoke of the recent earthquake in Mexico; and stated that the Mayor was an inspiration.
- Council Member Flores spoke of her attendance at the Puttin' on the Ritz event; and thanked fire personnel for their efforts.

- Council Member Reyes announced that he will be attending the upcoming San Joaquin Valley Air Pollution Control District's annual retreat at Bass Lake.
- Mayor Stowe thanked everyone for their support during his treatments.
- City Manager Lollis thanked staff for coordination of the City's 9/11 event; spoke of his recent trip to Sacramento, an upcoming Measure R Coordination meeting, and the Sheriff's Open House event.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 9:33 p.m. to the meeting of October 3, 2017.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 10, 2017, 5:30 PM**

Call to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case concerning correspondence dated August 28, 2017, from the Law Offices of Melo and Sarsfield regarding a notice of violation of the California Voting Rights Act.

6:00 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported that no reportable action had taken place during closed session.

ORAL COMMUNICATIONS

- Ellen Nichols, Porterville, spoke about the Public Hearing.

PUBLIC HEARING

1. PUBLIC HEARING CONCERNING THE ESTABLISHMENT OF BY-DISTRICT ELECTION BOUNDARIES FOR THE PORTERVILLE CITY COUNCIL; AND CONSIDERATION OF AGREEMENT FOR DEMOGRAPHIC AND DISTRICTING CONSULTANT SERVICES WITH NATIONAL DEMOGRAPHICS CORPORATION

Recommendation: That the City Council:

1. Conduct a public hearing to receive public input for criteria in the drafting of district boundary maps; and
2. Consider and approve the proposed agreement submitted by National Demographics Corporation in the amount of \$23,500 to be paid with Council Special Purposes Reserve funds; and
3. Authorize the Administrative Services Director to execute same.

The Public Hearing was opened at 6:07 p.m.

- Ellen Nichols spoke of the right to confront accusers and of lack of identification of voters being represented by law offices of Melo and Sarsfield.

- Allan Bailey, Porterville, expressed lament at the less collaborative and more competitive environment of district representation, and appreciation for the City Council and its efforts

The Public Hearing was closed at 6:09 p.m.

Administrative Services Director Patrice Hildreth presented a brief staff report pertaining to the agreement with National Demographics Corporation (NDC) for consulting services. In response to questions posed by the Council, staff advised that the City was in a time crunch if it was to adhere to the safe harbor timeline, and added that the Council had authorized NDC's services in the past without solicitation.

COUNCIL ACTION: MOVED by Council Member A. Monte Reyes, SECONDED by Council Member Martha Flores that the City Council approve the proposed agreement submitted by National Demographics Corporation in the amount of \$23,500 to be paid with Council Special Purposes Reserve funds and authorize the Administrative Services Director to execute same.

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

Documentation: 01-101017

Disposition: Approved.

The City Council adjourned to a joint meeting of the Porterville City Council and Library and Literacy Commission at 6:15 p.m.

**PORTERVILLE CITY COUNCIL AND
 LIBRARY AND LITERACY COMMISSION JOINT MEETING
 291 NORTH MAIN STREET, PORTERVILLE, CA 93257
 OCTOBER 10, 2017**

Roll Call: All Council Members Present
 Commissioner Bailey, Commissioner May, Commissioner Figueroa,
 Commissioner Bishop, Vice Chair LaVonne, Chair Christenson
 Absent: Commissioner Biagio

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

ORAL COMMUNICATIONS

- Council Member Hamilton congratulated Mayor Stowe on becoming a grandfather again.

JOINT MEETING SCHEDULED MATTERS

2. DISCUSSION OF FUTURE LIBRARY FACILITY NEEDS

Commissioner Bailey began his report with a presentation on behalf of the Library and Literacy Commission which addressed the history and the current and future needs of the library. The Commission proposed the creation of a Library Foundation with the Brown Estate donation; Mayor Stowe agreed that a foundation would be essential to the future of the library. The Council and Commission spoke of the parking issues that the current library presents and the possibility of the Centennial Plaza building becoming a library. The Commission asked that the Council collaborate with them and provide them with direction and ideas.

The Council and Commission discussed the needs and wants of the community. Vice Mayor Ward discussed the technology trends that he feels might affect libraries in the future; Commissioner May assured him that libraries and printed materials would still be relevant in 10 years. The Council expressed their understanding of the needs of the community, but explained that a new library facility could not be built because of the lack of funds. Council asked the Commission to do the necessary research and present it to Council along with concrete plan for the future of the Library. The Mayor emphasized the need to propose a realistic plan the residents would be proud of and get behind.

The Council and the Commission considered the idea of a multi-use building that could possibly be built in the future. City Manager Lollis spoke of possible funding sources, the City's 10-year capital plan, and the need to solve the problem with the elevator shaft in the current library facility. The Council and the Commission discussed the needs that were not being met by the current library building and the potential growth perspective of the community. The Library and Literacy Commission asked for the Library to be put on the City's 10-year capital plan, unfunded. The Commission and City Manager Lollis discussed possible grants and/or bonds that the Library could possibly pursue.

The Council and Commission considered the possibility of internal development by constructing a multi-use facility on land that the City already owns or by repurposing existing City facilities. The Council encouraged the Commission to garner community support in order to back their proposed initiatives and a Library Foundation. City Manager Lollis cautioned the Council and the Library and Literacy Commission about what the next 5 years could bring to communities and libraries as a result of the changes to the California Public Employees' Retirement System.

ADJOURNMENT

The City Council and Library and Literacy Commission adjourned to the meetings of October 17, 2017, and November 14, 2017, respectively.

**MINUTES
ADJOURNED CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 24, 2017, 5:30 PM**

Called to Order at 5:30 p.m.

Roll Call: Council Member Reyes, Council Member Flores, Council Member Hamilton, Vice Mayor Ward (arrived in Closed Session), Mayor Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation - Administrative Hearing - Disciplinary Appeal.

6:00 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

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

The Pledge of Allegiance was led by Council Member Hamilton.

Invocation – a moment of silence was observed.

PUBLIC HEARINGS

1. PUBLIC HEARING ON THE ESTABLISHMENT OF BY-DISTRICT ELECTION BOUNDARIES FOR THE PORTERVILLE CITY COUNCIL

Administrative Services Director Patrice Hildreth introduced the staff report, and City Attorney Lew presented the staff report which included a PowerPoint presentation prepared by National Demographics Corporation.

The Public Hearing was opened at 6:14 p.m.

- Ellen Nichols, Porterville, shared copies of a school districts map and requested that similar maps be provided for proposed districts; and stated that she wished to be part of a district with active voting members.
- Brock Neeley, Porterville, requested that the district boundaries be clear and straightforward to make it easier for residents to know what district they live in.
- Jerry Hall, Porterville, voiced his opposition to district elections; stated that the Council was representative of the community's diversity; and suggested that in addition to district representatives that two members of the Council be at-large.

The Public Hearing was closed at 6:25 p.m.

- Ellen Nichols, Porterville, inquired about a multi-unit housing development and expressed concern regarding an attempt to get around providing the required number of parking spaces.

Discussion followed regarding the suggestion of at-large members and/or increasing the number of districts.

Documentation: None

Disposition: No action required.

ADJOURNMENT

The Council adjourned at 6:31 p.m. to the meeting of November 7, 2017.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Purchase of a DUI Checkpoint Trailer

SOURCE: Police

COMMENT: In November 2016, the Porterville Police Department submitted a grant proposal/application to the California Office of Traffic Safety (OTS) requesting funding for personnel costs (overtime) associated with Selective Traffic Enforcement Program (STEP) as well as funding for the purchase of a DUI Trailer to replace the current trailer which has seen almost two decades of service.

On August 11, 2017, the Porterville Police Department received notification from OTS that funding in the amount of \$120,000 has been approved for the City of Porterville's STEP program. Included in this funding is \$35,000 to be utilized for the purchase of a new DUI Trailer to be used at checkpoints during enforcement operations.

At the September 5, 2017 City Council Meeting, Council approved acceptance of the Grant with the understanding that the Police Department would be returning later for approval specific to the purchase of the new DUI trailer once the vendor and specifications of the trailer had been determined.

Department staff has identified three vendors who outfit and supply DUI Trailers for law enforcement agencies in the State of California. They are Garrett Custom Trailers, TPD Trailers, and Universal Trailers. After providing each of the vendors with the specifications for a DUI Trailer as needed by the Porterville Police Department, each vendor supplied one or more quotes.

* Garrett Custom Trailers provided a quote for \$57,264.38.

* TPD Trailers provided two quotes, one for \$89,808.55 and the other for \$93,653.07.

* Universal Trailers provided a quote for \$38,200.34.

The Police Department requests City Council approval to enter into negotiations with Universal Trailers for the purchase of the trailer. Funding for the trailer currently exists through the use of the \$35,000 as allocated for such a purchase through the STEP Grant and the remaining \$3,200.34 is available through asset forfeiture.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of a DUI Checkpoint Trailer from Universal Trailers in the amount of \$38,200.34; and
2. Authorize the payment for the trailer upon delivery.

ATTACHMENTS:

1. Garrett Trailer Quote
2. TPD Trailer Quote 1
3. TPD Trailer Quote 2
4. Universal Trailer Quote

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

**Garrett Custom Trailers &
Rhino Linings**

1720 Voyager Ave Ste B
Simi Valley, CA 93063 US
(805) 915-0141
gctrailers1@gmail.com
www.GCTrailers.com



ESTIMATE

ADDRESS

Porterville Police Department
Atten: LT. Rich Standridge
350 N. D Street
Porterville, CA 93257
(559)782-7472

ESTIMATE # 2486

DATE 10/12/2017

ACTIVITY	QTY	RATE	AMOUNT
Custom CARGO MATE ELIMINATOR 102" X 28" X 7' ENFORCEMENT TRAILER	1	52,750.00	52,750.00T

ACTIVITY	QTY	RATE	AMOUNT
Standard Features:			
102" Wide Body Design			
Ramp Door with Spring Assist			
No-Show Beavertail			
48" Side Door with Flushlock & Steel Step			
(4) 6" Round Dome Lights with (2) Switches			
Semi-Style Camlock Door Latches			
Safety-Spring Chains on Side Door			
Door Hold-Backs on All Doors			
Torsion Wide-Track Axle			
All-Wheel Electric Brakes with Breakaway			
12V Breakaway Switch with Battery			
E-Z Lube Hubs with Grease Caps			
Silver Powder Coated Wheels			
Chrome Center Caps			
Radial Tires			
1-Piece Aluminum Roof			
Mill-Finish Aluminum Top Rails			
Insulated Ceiling with White Vinyl Liner with Metal Trim			
Exterior ATP Fenders			
24" Aluminum Tread Plate Stoneguard			
Stainless Steel Front Corner Posts			
Cast Aluminum Front Corners and Rear Corners			
Clear Lens LED Clearance Lights			
Clear Lens LED Strip Tail Lights			
.030 Aluminum Exterior (Available in Multiple Colors)			
Anodized Aluminum Wrap on Rear			
Urethane coated tongue and rear member			
Z- Tech Undercoated Frame			
Welded Safety Chains			
Full-Color Decals			
Molded ABS License Plate Holder with Built-In Light			
Grease Zerks on Rear Ramp Hinges			
Screwless Exterior Metal			
(2) Non-Powered Roof Vents			
3/8" Plywood Wall Liner with Lauan Trim			
3/4" Plywood Floor with (4) 5,000 lb D-Rings			
Steel Sealed Sidewall			

ACTIVITY	QTY	RATE	AMOUNT
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Customer Options:

15,000 BTU Heat Pump Roof Mounted
 Bathroom w/ Sink Toilet Front Left Corner
 GTCWS 14' x 24" Workstation w/ 1 each 2 drawer file cabinet
 mounted rear of bathroom left side, 3 each 100v duplex outlet
 with phone charge usb charge ports
 GCTSC 14' overhead storage cabinets w fold up doors
 GCTCB 7' prisoner cuff bench with cuff rail mounted rear left
 side
 GCT FUWS 8' fold up work station mounted 24" x 58" pass
 thru window with 1 duplex 110v electrical outlet with sub
 charge outlet
 GCTOC front overhead cabinet with fold up doors
 GCTWC front work cabinet with access to batter and
 electrical controls with each 110v duplex outlets
 6500 watt propane generator with 10 watt solar batter
 charger
 3 ea 2 tube led 4, light fixtures
 black rubber flooring
 light tower with 5 led flood lights (power up)
 4 ea led side flood lights mounted 1 in all 4 upper corners
 red and blue emergency flashers mounted upper left and
 right rear corners
 standard CA spec running light LED
 tandem axles with surge brakes
 5 each ST 235/80R tires mounted on white rims
 fold / up rear door
 36" wide entry door with fold up step
 40 each 28" 10lb safety cones with Poterville Police Dept
 stenciled name and reflective collars
 Full CHP sign pack and stands (reflective roll up)
 GCTR racking for signs and cones

Signs:

GCTSA 36" Stop Ahead
 GCTSS 36" Stop Symbol
 GCTDA 36" Detour Ahead
 GCTLLC 36" Left Lane Closed
 GCTRLC 36" Right Lane Closed
 GCTDNP 24" Do Not Pass
 GCTSDL 42" Sobriety Driver License Check Point

Tire Tax	5	2.50	12.50
Tire Tax/ Fee Paid to BOE			
Doc Fee	1	150.00	150.00
Doc Fee			

Thank you for your consideration.

SUBTOTAL	52,912.50
TAX (8.25%)	4,351.88
TOTAL	\$57,264.38

Accepted By

Accepted Date

(916) 381-0532
FAX (916) 381-2558
www.tpdtrailers.com

We appreciate your business
THANK YOU.
Date printed: 10/9/2017

(916) 381-0532
FAX (916) 381-2558
www.tpdtrailers.com

We appreciate your business
THANK YOU.
Date printed: 10/9/2017

(916) 381-0532
FAX (916) 381-2558
www.tpdtrailers.com

We appreciate your business
THANK YOU.
Date printed: 10/9/2017

TPD Trailers, Inc.
8530 Fruitridge Road, Suite 22
Sacramento, CA 95826

TPD QUOTE

(916) 381-0532
FAX (916) 381-2558
www.tpdtrailers.com

POWER MANAGEMENT 110V & 12V					
8	CPO	12V LED Double Dome light upgrade	Each	\$65.00	\$520.00
4	CPO	12V LED Dome light upgrade "under cabinets"	Each	\$23.00	\$92.00
1	S-D011	12V Scene light LED Recessed Pan w/switch "SS"	Pair	\$885.00	\$885.00
1	S-D011	12V Scene light LED Recessed Pan w/switch "CS"	Pair	\$885.00	\$885.00
1	S-D009	Loading Lights LED w/master switch at rear	Pair	\$248.00	\$248.00
1	S-R010B	EXTRA RV Deep Cycle Battery & Box	Each	\$235.00	\$235.00
1	S-R013	Converter (large) Coverts 110V to 12V ,Charger 50 amp	Each	\$550.00	\$550.00
10	S-E002	110V. Outlet	Each	\$48	\$480.00
3	S-E006	Power Strip 110v outlets	Each	\$105.00	\$315.00
2	S-E010	A/C & Heat 15K BTU Cool, 14K Heat w/ Thermostat	Each	\$2,010.00	\$4,020.00
1	S-S015	10K Quiet Diesel, incl. box, remote, Tank, charger	Each	\$18,048.00	\$18,048.00
2	CPO	TV Mounts, HDMI Receptical, HDMI Cable	Each	\$300.00	\$600.00

Prices and materials subject
to change without notice.

We appreciate your business
THANK YOU.
Date printed: 10/9/2017

UNIVERSAL TRAILERS, INC.
2750 MULBERRY STREET
RIVERSIDE, CA 92501
TEL: (951) 784-0543
FAX: (951) 784-4296
WWW.universaltrailers.com



MANUFACTURING – SALES – SERVICES
CUSTOM

September 22, 2017

Porterville Police Department

Attn: Lt. Richard Standridge

We are pleased to offer the following pricing for your departments proposed DUI Trailer:

Elite II 102" x 28"x7' Enforcement Trailer equipped as follow:

14 x 14 roof vent

1 ea 15,000 BTU Heat Pump roof mounted

1 ea Bathroom w/ sink and toilet front left corner

14' x 24" work station with 1ea 2 drawer file cabinet mounted rear of bath room left side, 3 ea 100V duplex outlet with phone charge usb charge ports

14' overhead storage cabinets w/ foldup doors

7' prisoner cuff bench with cuff rail mounted rear left side.

8' fold-up work station mounted under 24" x 58" pass thru window with 1 duplex 110v electrical outlet w/usb charge outlet.

Front overhead cabinet w/ fold-up doors

Front work cabinet with access to battery and electrical controls w/ e ea 110v duplex outlets.

6500w propane generator with 10 watt solar battery charger.

3ea 2 tube led 4, light fixtures.

Black Rubber flooring.

Light tower with 5 led flood lights (power up)

4ea led side flood lights mounted1n all 4 upper corners

Red and blue emergency flashers mounted upper left and right rear corners.

Standard CA spec running lights LED.

Tandem Axles with surge brakes

5ea ST 235/80r Tires mounted on white rims.

Fold/up rear door

36" wide entry door w/fold-up step

There will be capped PVC pipe placed thru the roof above front counter and left side work bench for antenna wiring

For antennas o be installed by department.

Total Trailer Cost FOB Riverside, CA	35,289.00
CA Sales Tax	2,911.34
Total Cost plus Ca sales Tax	38,200.34



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Authorization to Purchase Fleet Management Equipment

SOURCE: Public Works

COMMENT: The Bureau of Labor Statistics show that solid waste collection is the fourth most hazardous occupation in the U.S., and more than 10 times the average rate for all occupations in the country.

At any given time between 4am and 4pm Monday through Friday, the City's commercial and residential solid waste fleet has a minimum of 12 trucks on the road, navigating narrow alleyways and neighborhood streets to service the 1,300+ commercial bins and the 14,000+ homes in Porterville. As the City continues to grow, so do the challenges of providing the needed solid waste services in a safe and cost efficient manner.

Technology advances such as GPS, fleet tracking systems, and in-cab cameras, are playing an increasingly important role in maximizing safety and efficiency in the solid waste industry. GPS and fleet tracking systems can assist with optimizing and auditing routes, thus increasing productivity, fuel efficiency and safety. Vehicle collision claims cost the nation billions of dollars annually and are an ongoing challenge for all municipalities. According to industry studies, a surprising 90% of collisions are preventable, which means that municipalities are under enormous pressure to find out how collisions are caused and to employ all means necessary to prevent them. The data provided by the in-cab camera system can assist in identifying potential safety issues and develop strategies for resolving them.

Staff has researched various options and found that Lytx, Inc. is a vendor which offers a complete system that provides the various options to perform operational evaluations. Lytx has proposed installing a DriveCam in 30 of the City's solid waste fleet vehicles for a 4 month pilot program at no cost to the City. DriveCam Enterprises is a comprehensive driver safety program that combines expert event review and analysis, predictive analytics, prioritization, and comprehensive driver coaching. The program also includes a fleet tracking module that provides daily reports and a visual history of the vehicles exact route that will assist with increasing productivity and efficiency.

Lytx, Inc. is a member of the National Joint Powers Alliance (NJPA). The NJPA is a municipal contracting government agency serving over 50,000 member agencies throughout the nation with competitively bid and awarded purchasing solutions from industry-leading vendors. The initial equipment

purchase and 1 year program subscription cost is quoted at \$36,350, and would be funded by the Solid Waste Operating Budget.

If staff is satisfied with the results of the pilot program, staff is requesting Council approval to purchase the above equipment and subsequent annual program subscription costs of \$460 per vehicle.

RECOMMENDATION: That the City Council:

1. Approve the implementation of the pilot program with Lytx, Inc., and
2. Approve purchase by negotiation of the equipment upon satisfactory completion of the pilot program.

ATTACHMENTS:

1. Lytx Price Quote Pilot
2. Lytx Price Quote for Deployment

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**Lytx, Inc.**

9785 Towne Centre Drive
San Diego, CA 92121
Tel: 858.430.4000
Fax: 858.380.3133

Prepared for / Bill To
City of Porterville CA
Michael Knight
559-782-7518
mknight@ci.porterville.ca.us

Quote Number: DC-00036677
Created Date: October 30, 2017
Valid Until: December 31, 2017
Prepared By: James Gruel
Sales Rep: Windham Lucking
Phone:
Email: windham.lucking@lytx.com

DriveCam® Program Price Quote Government Trial

Bill To

City of Porterville CA

Ship To

<i>Trial Proposal Summary</i>	
Number of Video Event Recorders (VERs): 30	Subscription Term (Months): 4
Number of Subscriptions: 30	Subscription Cost (Monthly)*: USD 0.00
Year 1 Costs	
Hardware	0.00
Subscriptions	0.00
Implementation Services	0.00
Training	0.00
Total Year 1 Costs	USD 0.00

*See page 2 for detail regarding any other services included in the Proposal.

Terms:

- Government client shall be provided the trial subscriptions for the subscription term set forth above.
- Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Government client shall be responsible for ensuring availability of vehicles and VERs and access to installation site on agreed installation date. Lytx shall have no liability for failure to complete an installation due to vehicle or VER unavailability or lack of access to installation site on agreed installation date.
- All sales as a result of this quotation are subject to the terms and conditions of the Lytx Trial Agreement between Government client and Lytx, which are incorporated herein by reference, and all orders are subject to acceptance by Lytx.

By signing below, Client agrees to purchase the Products and Services described in this Quote in accordance with the Terms:

Printed Name

Signature

PO# (Optional)

Title

Date

PO \$ Amount (Optional)

Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.

Cardholder Name:

Cardholder Phone:

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Base Subscription (Managed Services) Details Per billing period for Base Subscription Term

Description	Qty	Price	Amount
DC Enterprise, Std Purchase - Trial - Bill Monthly	30	0.00	0.00
TOTAL			USD 0.00

Program Enhancements - Committed (Invoiced in advance based on the quantity purchased)

Description	Qty	Price	Amount
Fleet Tracking - Trial - Bill Monthly	30	0.00	0.00
TOTAL			USD 0.00

Installation and Training Services (One-Time Cost)

Part No	Description	Qty	Price	Amount
SRV-INS-0008	Provisioning Fee	30	0.00	0.00
SRV-INS-0010	Installation - Standard Install Charge (DC3P)	30	0.00	0.00
TOTAL			USD 0.00	

Implementation Assumptions: VER Quantity: 30 Installation Model: Tier 1 - Standard Install

Additional Terms:

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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Email: windham.lucking@lytx.com

DriveCam® Program Price Quote Purchase Option - NJPA

Bill To

City of Porterville CA

Ship To

Proposal Summary	
Number of Video Event Recorders (VERs): 30	Subscription Term (Months): 60
Number of Subscriptions: 30	Subscription Cost (Annually)*: USD 460.88
Year 1 Costs	
Hardware	16,350.00
Subscriptions	13,826.40
Implementation Services	6,174.00
Training	0.00
Total Year 1 Costs	USD 36,350.40

*See page 2 for detail regarding any other services included in the Proposal.

Terms:

- Client agrees to purchase the subscriptions for the subscription term set forth above.
- Standard invoicing policy is as follows: Hardware, provisioning, implementation and training invoiced upon shipment. Subscriptions invoiced in advance per agreed billing period.
- State taxes, shipping and handling may apply.
- Subscription pricing is based on overnight upload of events. Customers that use vehicle battery kill switches or other devices that prevent overnight upload of events will be required to utilize Real-Time Cellular Upload which is subject to additional fees.
- Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and VERs and access to installation site on agreed installation date. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or VER unavailability or lack of access to installation site on agreed installation date. Additional fees may apply for return site visits due to such factors.
- Any eLearning provided hereunder will be available to Client for the duration of the Subscription Term. Individual eLearning user accounts will be activated upon Client request and remain active for six months from the date of activation. No refunds shall apply for unused eLearning services. Notwithstanding the foregoing, all eLearning access shall terminate upon termination of all Managed Services hereunder.
- This order is submitted under and subject to the terms and conditions of NJPA Contract number 022217-DCI.

**Lytx, Inc.**

9785 Towne Centre Drive

San Diego, CA 92121

Tel: 858.430.4000

Fax: 858.380.3133

By signing below, Client agrees to purchase the Products and Services described in this Quote in accordance with the Terms:

Prepared for / Bill To

City of Porterville CA

Michael Knight

559-782-7518

mknight@ci.porterville.ca.us

Quote Number: DC-00036678

Created Date: October 30, 2017

Valid Until: December 31, 2017

Prepared By: James Gruel

Sales Rep: Windham Lucking

Phone:

Email: windham.lucking@lytx.com

Printed Name

Signature

PO# (Optional)

Title

Date

PO \$ Amount (Optional)

Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.

Cardholder Name:

Cardholder Phone:

Base Subscription (Managed Services) Details Per billing period for Base Subscription Term

Description	Qty	Price	Amount
DC Enterprise, Std Purchase - 5 Year - Bill Annually	30	353.00	10,590.00
TOTAL			USD 10,590.00

Program Enhancements - Committed (Invoiced in advance based on the quantity purchased)

Description	Qty	Price	Amount
Fleet Tracking - Bill Annually	30	107.88	3,236.40
TOTAL			USD 3,236.40

Hardware (One-Time Cost)

Part No	Description	Qty	Price	Amount
ER-SF1-0020PM	Event Recorder, SF1, LTE, US	30	545.00	16,350.00
TOTAL			USD 16,350.00	

Installation and Training Services (One-Time Cost)

Part No	Description	Qty	Price	Amount
SRV-INS-0008	Provisioning Fee	30	47.86	1,435.80
SRV-INS-0010	Installation - Standard Install Charge (DC3P)	30	157.94	4,738.20
TOTAL			USD 6,174.00	

Implementation Assumptions: VER Quantity: 30 Installation Model: Tier 1 - Standard Install



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Additional Terms:

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Approval for Wastewater Treatment Facility Boiler Replacement

SOURCE: Public Works

COMMENT: On September 19, 2017, the Wastewater Treatment Facility (WWTF) received authorization from City Council for the emergency repair of its 2.10 Million British Thermal Units/Hour (MMBH) boiler for a do not exceed amount of \$36,790. The existing boiler was installed in 1994 to supplement heating requirements for the internal combustion (IC) engines. Electric blowers replaced the IC engines in January 2016 making the boiler the primary heat source for the digesters and no longer exempt from the San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 4308 emissions requirements. Staff did not proceed with the repair as the boiler would not be in compliance with Rule 4308 emissions requirements.

The 2015 Alternative Energy Evaluation Report by Carollo Engineers recommended that the City install a new boiler in the blower building to provide heat to the WWTF digesters. With this information, staff proposes the alternative of replacing the existing boiler with a 1.9 MMBH fire tube boiler and an additional 1.9 MMBH fire tube boiler to provide redundancy while complying with Rule 4308 emissions requirements. New boilers have a smaller footprint allowing two units to be installed in the same location as the existing boiler. Staff determined since the two (2) 1.9 MMBH boilers could be located in the same building, the existing heating loop should be modified to eliminate more than 250 feet of IC heating loop that is no longer in operation to prevent heat loss and piping failure.

Staff developed a specification for the purchase and installation of two (2) 1.9 MMBH fire tube boilers and modification to the existing heating loop. The WWTF received four (4) quotes:

R.F. MacDonald - \$165,597 (Includes tax, shipping, and labor)
California Boiler - \$ 249,550.49 (Excludes taxes and shipping)
Bay City Boiler - Non-responsive (Does not meet specifications)
Nation Wide Boiler - Non-responsive (Does not meet specifications)

R.F. MacDonald has been identified as the lowest bidder meeting product specifications, therefore securing the quote for the purchase and installation of two (2) 1.9 MMBH boilers and modification of existing piping. Expenditure for the repair is not to exceed \$182,136.90 (inclusive of all parts, taxes, labor and a 10% contingency) and will be funded from the 2017/2018 WWTF CIP Budget.

Item No. 4.

RECOMMENDATION:

That City Council:

1. Award the Wastewater Treatment Facility Purchase and Installation of two (2) 1.9 MMBH fire tube boilers and modification of existing piping to R.F. MacDonald for a not to exceed amount of \$182,136.90;
2. Direct the Finance Director to initiate a Purchase Order to R.F. MacDonald in an amount not to exceed \$182,136.90 for the Purchase and Installation of two (2) 1.9 MMBH fire tube boilers and modifications to existing piping; and
3. Direct the Finance Director to make payment to R.F. MacDonald upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. RF MacDonald Co
2. California Boiler

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



4912 West Jacquelyn Avenue
Fresno, CA, 93722
Phone: 559-498-6949
Fax: 559-498-7086
www.rfmacdonald.com

SAN FRANCISCO
FRESNO
LAS VEGAS
MODESTO
RENO
SAN DIEGO

October 13, 2017

Robert Alvarez
City of Porterville WWTF
1333 W. Grand Avenue
Porterville, CA, 93257

Re: Porterville WWTP – Replace CB Firetube boiler with CFC-E boiler
Quotation: QUO-76592-C9L1G7
Revision: 1 (Clarifications)

In response to your request we are pleased to offer our proposal for the equipment described in the attachments.

The quoted boilers are a “drop in” replacement for the existing Cleaver Brooks 50 HP (2.1 MMBH) boiler with 100% redundancy. The Proposed Cleaver Brooks CFC-E boiler is a firetube boiler that is not damaged by low and no flow conditions. This boiler has completed the SCAQMD 1146.2 pre-certification testing and has had documentation submitted. The boiler complies with the SJVUAPCD Rule 4308 emission requirements for boilers less than 2 MMBH (2,000,000 Btu/hr)

This is a Lump Sum Scope of work to:

- Remove the existing CB Boiler, and Demo out piping
- Install the new CFC-E boilers ~~w/ connections for 2nd future boiler~~ (Installation of 2 boilers)
- Install isolation valves and motorized valves
- Install new flue stack with CB Flue Stack, 8” ID to replace existing 12 inch

OPTIONAL WORK:

- Install SAFNA Multi-Bag Filter housing and a case of 50 micron Filters

WORK BY OWNER:

- Provide 115/1/60, 20 Amp Service to boiler room for new boiler.

Thank you for the opportunity to quote on your requirements. We trust that we will be able to review this proposal with you at your convenience. In the meantime if you have any questions or require additional information please let me know.

Sincerely,

Brian Dolan
Boiler Sales Engineer
R.F. MacDonald Co.
Phone 559-647-7080
Brian.Dolan@RFMacDonald.com



Product Model: CFC-E-700-2000-125HW (115/1/60) -STD/CFG

Item	Qty.	Description
#1	2	Modular Boiler Model: CFC-E-700-2000-125HW(115/1/60) -STD/CFG Boiler Capacity: 1999 MBTU (<u>1,999,990 Btu/hr</u>) Model Dimension: 35.8in x 56in x 79.9in Unit Weight: 2166lbs Fuel: Natural Gas Primary Gas Train Required Gas Pressure: 7 in. w.c.* NOTE: Boiler can be tuned to operate reliably with 4" w.c. gas pressure. Emissions Level (NG): 20 ppm Fuel: Natural Gas (<u>NG</u>) Burner Ignition Type: Direct Spark Flame Detection: UV Scanner Water Mixture: 100% Water Boiler Supply Temperature: 180 F Boiler Return Temperature: 140 F Operating Pressure: 15 psig Safety Valve Setting: 125lb Stack Connection: 8in Slip_ID Voltage: 115/1/60 Customer Site Voltage: 115 V Insurance Requirement: ASME CSD-1
#2	2	Product Pricing Basis: Apr17 Price Book in use based on 08/17/2017 effective date for this product configuration. Pricing valid for 30 days. Expiration: 9/16/2017.
#3	2	Drain Connection: 1.5 in. NPT
#4	2	Natural Gas (NG) NOx Emission Level Range: 20 ppm (<u>parts per million</u>)
#5	2	Boiler Safety Valve Setpoint: 125lb HW (<u>Hot Water</u>)
#6	2	Outdoor Air Sensor
#7	2	Seismic Design Formal Calculations Calculation Info.: Zip Code: 93727, Site Class: D, Ss: 0.49019, Fa: , ap: 1.0 For Boilers, Rp Zip: 2.5, Rp Zone: 3, Ip: 1 (All other Facilities), Equip. height z: 0, Roof height h: 1, SDS:
#8	2	Seismic Design Anchor Bolt Provisions: Mount on Base
#9	2	Supply and Return Connection: 4 in. 150FL
#10	2	Air Vent Connection: 1.5 in. NPT
#11	2	Stack Connection: 8in Slip_ID
#12	2	Main Low Water Cutoff (LWCO):Warrick 3E-1 MR



#13	2	Auxiliary Low Water Cutoff: McD-M 750 MR MR
#14	1	Condensate Treatment Package: Tank with Media, (8000 MBTU Capacity Each) Serves both boilers
#15	2	Combustion Air Inlet Filter
#16	2	Direct Vent Connection Size to Customer-Supplied Ducting: 8in
#17	2	Primary Gas Train Configuration: Nema Rating: NEMA 1; Piping Material: Carbon Steel Components from Burner to Customer Connection: Manual Valve #2: 1.5in Butterball; Safety Shutoff Valves: Honeywell Dual Solenoid without POC; SSOV Double Valve: 1.25in GPR Configuration: Not Required N/A (Standard Trim) Manual Valve #1: 1.25in Butterball; Customer Connection: 1.25in Pressure Requirements: Minimum Gas Pressure (@ Inlet of Manual Valve): 7 in. w.c. standard, 4 in. w.c. capable (refer to factory technical bulletin) Maximum Gas Pressure (@ Inlet of Manual Valve): 14 in. w.c. Customer Supply Gas Pressure (@ Inlet of Manual Valve): 7 in. w.c.
#18	2	Premix Burner Control: Falcon - Hydronic
#19	1	Building Automation System (BAS) Communication Protocol Translator (ModBus to): BACnet MSTP – Serves both boilers through MODUBS Communication
#20	2	Remote Emergency Shutoff (Door Switch): Terminals Only
#21	1	Manuals: // 3 electronic copies, 2 paper copies
#22	1	Submittals - Test Fire Report (CFC-E) for each boiler
#23	1	Submittals - Wiring Diagram (CFC-E) for each boiler

BOILER FLUE STACK

Two Lots (2) of Category IV special flue vent for condensing appliances, 8 inch ID to exit through existing 12 inch flue vent opening, and separate flue vent opening for the second boiler. (NOTE: Separate flue vents are required, otherwise CA Title 24 requires Motor actuated dampers on each exhaust when the combined flue stack burner input exceeds 2,500 MBH (2,500,000 Btu/hr))

36 inch lengths
45 elbow offsets
Adjustable length 4"-16"
Open Termination
Storm Collar
Sample Port Section
Cleaver Brooks CE Series Appliance Adapter
Support Clamp



INSTALLATION SCOPE

1. Lock-out/Tag-out, Project Meeting
2. Disconnect the Existing CB Firetube Boiler, and disconnect flue stack.
3. Rig the CB Firetube boiler from the building, and relocate to location on customer property for future use or disposal by owner
4. Demo Piping, and re-configure for new boiler with room for Future back-up boiler
5. Rig the CFC-E boilers in place, and anchor
6. Install gas piping, water piping, drain piping
7. Install flue vents to roof
8. Install Isolation valves for boiler, and motorized Isolation valve
9. Install insulation and jacketing, to match existing, on new hot water piping

Lump Sum contract, Installed PRICE..... \$165,579.00
Lump sum as defined in CA BOE, Publication 9

Lead time after release of order – 5-6 weeks to deliver all equipment and complete work.

Owner:

1. Provide 115/1/60, 20 amp circuit to boiler room.
2. Disposal of existing CB700-50-125HW, 50 HP Hot water boiler
3. Owner supplied dumpster for disposal of materials
4. Facilities for break area, and lavatory/bathroom.

Exclusions (available at additional cost)

Foundation repairs (Re-use existing), Main electrical power (2 @ 120/1/60, 20 amp), permits, payments and performance bonding, roof penetrations and roof sealing, disposal of existing boiler and materials.

Please advise if plans and permitting are required to be submitted to city of Porterville.

We have excluded permitting costs in our base price.

Please advise if work is to be performed as Prevailing Wage work. No price impact – for accounting purposes only.

**Sincerely,
Brian Dolan
R F MacDonald Company, Fresno
559-498-6949 office**

OPTIONAL
SAND SEPARATOR

One (1) SAFNA model EMBF2-CS-F3C-150C, MULTI-BAG FILTER HOUSING

This is a Multi-bag vessel constructed with carbon steel designed to hold 2 individual filter bags (Size 2).

Features:

Materials of construction: Carbon Steel, **Design Pressure Rating: 150 PSI**

Max Flow: 400 gpm

Includes: Buna O Rings, (2x) Perforated SS 304 Baskets w/50 Micron bags.

Gauge Port: ¼" NPT, Drain Port: 1" NPT, Vent Port: ¼" NPT

Flanged Connections: 4" Inlet/Outlet

Powder Coated Finish, Fixed Legs with Pads

Inlet / Outlet Same Side – Drain at bottom

Swing Bolt Cover with Hand Cranked Lifting Mechanism

This unit will be designed, manufactured, tested, and stamped in accordance with the

ASME Code, Sect. VIII Div. I using the latest edition and addenda.

The Assembly will be furnished with an Automatic Air Vent, and one case of 50 Micron Filter Bags

ADD to Lump Sum Contract price – Quotation will be revised to include in total.

Installed PRICE..... \$10,887.00



SALE AND PAYMENT TERMS AND CONDITIONS

The following sets forth the sale and payment terms and condition policies of R.F. MacDonald Co. It constitutes the general agreement between R.F. MacDonald Co. ("R.F. MacDonald Co.", the "Company" or "we") and you, its customer, under which products, service and parts are sold, credit is extended and payments are expected.

This policy supersedes all previous sales and credit, payment terms and conditions, and finance policies issued by R.F. MacDonald Co. and shall remain in effect until further notice. The company reserves the right to change this policy and agreement at any time.

EXTENSION OF CREDIT

Credit is one of the most important services R.F. MacDonald Co. offers to you as a customer. An open line of credit is established for you based upon your needs, financial strength, and history of meeting your credit obligations.

In order to insure you the best possible prices and service, we must enforce a credit and collections policy based upon sound business principals and good judgment.

INVOICING AND PAYMENT TERMS

Payment Terms are 25% down payment, balance Net 30 (upon approval of credit) on all invoices unless other arrangements are made in advance of shipment. When opening a new account with an order, the Company may require payment with the initial order so as not to delay shipments while credit references and financial information are being reviewed. We reserve the right to suspend or terminate any further performance under this agreement or otherwise in the event payment is not made when due. **Quotes are valid for 30 days. Equipment will not be started up unless 90% of the purchase price of the equipment has been paid.**

Shipment Terms Unless otherwise specified in writing signed by an authorized representative of the Company, all shipments are Ex Works the manufacturer's factory or R.F. MacDonald Co. warehouse as applicable. Title to the merchandise shall pass to the buyer upon delivery to the carrier and thereafter all risk of loss or damage shall be the buyer's.

Service Charges We reserve the right to take action to collect any invoice which is not paid when due. We also assess a late payment SERVICE CHARGE on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1½% of the amount remaining unpaid on each such date.

This policy will be applied to customers who permit their account to become delinquent. It is your responsibility to notify R.F. MacDonald Co. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies not in collecting a service charge, but in receiving timely payments of your invoice.

Warranty on Equipment and Material Provided by Manufacturer:

You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturer's standard warranty.

R.F. MacDonald Co. makes no warranty express or implied of any kind. We make no claim of fitness or merchantability or any other warranty, express or implied, nor is anyone else, whether employed by R.F. MacDonald Co., or not, authorized to do so on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

You will be invoiced in the regular manner for all materials and parts even though it may be an in-warranty transaction. Credit will be issued promptly on our receipt of proof of return, and, as long as the return is within the prescribed time limit and has been properly authorized. Please note that withholding payment of any invoice in anticipation of an in-warranty credit is not allowed with our terms of sale.

For any items or components proposed as a substitute to specified items, it is understood that seller makes no guarantee that the products submitted will be accepted by the approving authority.

In no event shall R.F. MacDonald Co. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect, incidental, liquidated or consequential damage of any kind, including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction, the repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise and even if R.F. MacDonald Co. is informed in advance of the possibility of such damages.

Limited Warranty on R.F. MacDonald Labor (If Applicable):

If you are retaining the services of R.F. MacDonald Co.'s service department, R.F. MacDonald Co. warrants that labor performed will be free from defect for a period of one year from the completion of work. This limited warranty excludes remedy for damage or defect



October 31, 2017

caused by accident, misuse, abuse, modifications not executed by R.F. MacDonald Co., improper or insufficient maintenance, or improper operation. Installation, operation, and maintenance shall be in accordance with the product manuals provided by the equipment manufacturer. R.F. MacDonald Co. shall be notified within ten (10) business days of first knowledge of defect by owner or its agent. R.F. MacDonald Co. shall be given first opportunity to make any repairs, replacements, or corrections to the defect within a reasonable period of time. R.F. MacDonald Co. makes no implied warranty of any kind. In no event shall R.F. MacDonald Co. be liable by virtue of this limited warranty or otherwise to you or any person, corporation or other type of legal entity for any special, indirect, incidental, liquidated or consequential damage of any kind.

CLAIMS

You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding with unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the Company.

INFORMATION AND ASSISTANCE

If at any time you have a question on an invoice from the Company, a call or note to our accounting department will bring prompt action toward getting the problem resolved.

If it becomes necessary, at R.F. MacDonald Co.'s discretion, to take legal action in order to collect your account, R.F. MacDonald Co. shall be entitled to recover, in addition to any other recovery, its court costs, reasonable attorney's fees and all other collection expenses.

If you have any questions regarding this policy, please contact our office.

We appreciate your business and look forward to providing you with reliable equipment, parts and service.

Please acknowledge below your receipt and agreement to the provisions of this policy statement.

Return the original to:

**R.F. MacDonald Co.
4912 West Jacquelyn Avenue
Fresno
Phone 559-647-7080
Fax 559-498-7086**

APPLICABLE LAW: This agreement shall be governed by the substantive laws of the State of California

Acknowledged and Agreed To:

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____



CITY OF PORTERVILLE
WASTE WATER TREATMENT PLANT
1333 W. GRAND AVE.
PORTERVILLE, CA 93257
RON MCALLISTER
PH: (559) 782-7502

10/13/2017
Quote #: 17-439

Dear: RON MCALLISTER

CALIFORNIA BOILER IS PLEASED TO PRESENT OUR PROPOSAL FOR THE SUPPLY AND INSTALLATION OF (2) LOCHINVAR BOILERS AND HTE REMOVAL OF ONE (1) CLEAVER BROOKS HOT WATER BOILER.

EQUIPMENT

LOCHINVAR CREST CONDENSING BOILER

- NATURAL GAS
- 2,000,000 BTU/HR INPUT
- 1,840,000 BTU/HR OUTPUT
- ADJUSTABLE HIGH LIMIT W/MANUAL RESET
- ASME PRESSURE RELIEF VALVE - 50 PSI
- HIGH & LOW GAS PRESSURE SWITCHES W/MANUAL RESET
- LOW WATER CUTOFF W/MANUAL RESET & TEST
- LOW AIR PRESSURE SWITCHES
- TEMPERATURE AND PRESSURE GAUGE
- OUTDOOR RESET W/SENSOR
- INLET & OUTLET TEMPERATURE SENSORS
- SYSTEM SUPPLY SENSOR
- CONTACTS ON ANY FAILURE
- RUNTIME CONTACTS
- PUMP RELAYS W/FREEZE PROTECTION
- CSD-1
- FACTORY MUTUAL
- GE CAP COMPLIANT
- MODBUS COMMUNICATION

\$45,420.55 Each

INSTALLATION

SCOPE OF INSTALLATION

- PROVIDE ENGINEERING AND PERMIT PACKAGE
- ARRIVE AND STAGE JOB SITE

- LOCK OUT/TAG OUT EXISTING HOT WATER BOILER
- DISCONNECT EXISTING HOT WATER PIPING FROM BOILER
- DISCONNECT EXISTING GAS PIPING FROM BOILER
- DISCONNECT EXISTING STACK FROM BOILER
- DISCONNECT EXISTING ELECTRICAL FROM BOILER
- REMOVE EXISTING HOT WATER BOILER FROM BOILER ROOM AND RELOCATE ON TREATMENT PLANT PROPERTY
- DEMO BACK EXISTING HOT WATER PIPING
- DEMO EXISTING EXHAUST STACK
- PROVIDE AND INSTALL NEW HOT WATER PIPING MANIFOLDS TO ACCOMMODATE TWO (2) BOILERS
- RIG NEW LOCHINVAR CREST BOILERS INTO BOILER ROOM AND ANCHOR TO EXISTING EQUIPMENT PAD
- PROVIDE AND INSTALL NEW MOTORIZED ISOLATION VALVES FOR TWO (2) BOILERS
- PROVIDE AND INSTALL NEW MANUAL ISOLATION VALVES FOR TWO (2) BOILERS
- PROVIDE AND INSTALL ONE (1) NEW LUBCOCK IN EXISTING GAS PIPE INSIDE BOILER ROOM
- PROVIDE AND INSTALL NEW GAS PIPE FOR TWO (2) BOILERS FROM NEAREST POINT OF CONNECTION IN EXISTING GAS PIPE
- PROVIDE AND INSTALL NEW GAS REGULATORS FOR TWO (2) BOILERS
- PROVIDE AND INSTALL NEW DRAIN PIPE FOR TWO (2) BOILERS TO FLOOR SINK WITHIN 20 FEET
- PROVIDE AND INSTALL CONDENSATE DRAIN PIPING AND CONDENSATE NEUTRALIZERS FOR TWO (2) BOILERS WITH PIPING TO FLOOR SINK WITHIN 20 FEET
- PROVIDE AND INSTALL NEW SAFETY RELIEF PIPE FOR TWO (2) BOILERS TO FLOOR SINK WITHIN 20 FEET
- PROVIDE AND INSTALL NEW CATEGORY IV EXHAUST STACKS FOR TWO (2) BOILERS
- PROVIDE AND INSTALL NEW INSULATION AND JACKETING TO MATCH EXISTING ON ALL NEW HOT WATER PIPE
- STARTUP NEW BOILERS
- PROVIDE AND INSTALL ELECTRICAL WIRE AND CONDUIT TO TWO (2) BOILERS FROM CUSTOMER SUPPLIED ELECTRICAL DISCONNECT WITHIN 20 FEET
- PROVIDE UP TO EIGHT (8) HOURS OF BOILER OPERATION AND MAINTENANCE TRAINING TO CITY OF PORTERVILLE WATER TREATMENT PERSONNEL
- LEAVE WORK AREA BROOM CLEAN

\$148,715.00

NOTES:

- ANY VARIATION FROM ORIGINAL SCOPE OF WORK AND BILL OF MATERIAL QUOTED, WILL REQUIRE A RE-BID AND/OR CHANGE ORDER.
- AQMD/APCD PERMITS ARE NOT INCLUDED, UNLESS SPECIFIED ABOVE.
- PERMITS AND ENGINEERING ARE NOT INCLUDED IN THIS BID. (UNLESS OTHERWISE SPECIFIED).
- DELIVERY IS APPROXIMATELY 7-8 WEEKS FROM RECEIPT OF PO AND APPROVED SUBMITTALS.
- UNLOADING OF EQUIPMENT IS NOT INCLUDED.
- HAZARDOUS WASTE REMOVAL SHALL BE BY OTHERS.
- LABOR IS BASED ON STRAIGHT TIME, MONDAY THROUGH FRIDAY
- THIS QUOTE IS TO INSTALL THE BOILER SYSTEM. ANY OTHER PIPING IN THE BUILDING WOULD BE ADDITIONAL.
- FAILURE OF ISOLATION VALVES TO CLOSE COMPLETELY CAUSING DELAYS IN INSTALLATION WILL REQUIRE REPLACEMENT OF VALVES AND ADDITIONAL LABOR; THIS WILL BE IN ADDITION OF PROPOSAL.
- ADDITIONAL PARTS OR REPAIRS ARE NEEDED, WE WILL QUOTE THEM SEPARATELY.
- PERMITS AND ENGINEERING ARE NOT INCLUDED IN THIS BID. (UNLESS SPECIFIED ABOVE)
- STRUCTURAL DESIGN - ON REPLACEMENT PROJECTS, WE ARE REQUIRED TO DO A STRUCTURAL REVIEW FOR ANY NEW UNITS THAT WEIGH MORE THAN THE OLD UNIT BEING REPLACED.
- TO SUPPLY CALCULATIONS AND DESIGN FOR BOILER ANCHORAGE AND CONCRETE PAD

REQUIREMENTS ALONG WITH ENGINEERED DRAWINGS AND PERMITS, THESE WILL BE AT COST PLUS 15%. (UNLESS SPECIFIED ABOVE)

- ASME CERTIFIED WELDERS SHALL PERFORM ALL WELDING/BRAZING
- DOWNTIME: THE HOT WATER SHALL BE OUT OF SERVICE FOR 18-20 DAYS
- ONE (1) YEAR WORKMANSHIP WARRANTY FROM THE DATE OF FINAL ACCEPTANCE
- OUR STANDARD WARRANTY APPLIES: 90 DAYS LABOR AND MANUFACTURER'S WARRANTY ON PARTS, IS TYPICALLY 1 YEAR UNLESS SPECIFIED ABOVE.
- THIS PROPOSAL IS SUBJECT TO THE ATTACHED CALIFORNIA BOILER TERMS AND CONDITIONS.
- PROPOSAL IS VALID FOR 30 DAYS.
- TERMS ARE SUBJECT TO CREDIT APPROVAL.

TERMS ON EQUIPMENT:

- 25% DUE UPON RECEIPT OF PURCHASE ORDER
- 65% DUE UPON NOTICE TO SHIP
- 10% DUE NET 30 UPON DELIVERY, ALONG WITH APPLICABLE FREIGHT
- STANDARD TERMS AND CONDITIONS APPLY

TERMS ON INSTALLATION:

- 25% DUE UPON RECEIPT OF PURCHASE ORDER
- 65% DUE UPON DELIVERY OF EQUIPMENT
- 10% DUE NET 30 UPON START UP
- STANDARD TERMS AND CONDITIONS APPLY

Path: Quotes 2017\CITY OF PORTERVILLE

Pricing Overview/Breakdown

(2) - LOCHINVAR CREST CONDENSING BOILER	\$90,841.10
SUBTOTAL BEFORE TAX	\$90,841.10
Total TAX	\$7,494.39
ESTIMATED SHIPPING AND HANDLING	\$2,500.00
(1) - SCOPE OF INSTALLATION	\$148,715.00
INSTALLATION COST INCLUDES LABOR, MATERIAL AND SALES TAX	
GRAND TOTAL	\$249,550.49

From: Elisa Rubalcava
Email: erubalcava@californiaboyler.com

CaliforniaBoiler.com

Headquarters	5331 Business Drive, Huntington Beach, CA 92649 • 800.775.2645 • 714.891.0701 • Fax 714.891.4320
Visalia	7341 W. Goshen Avenue, Visalia, CA 93291 • 559.625.5151 • Fax 559.625.3465
Modesto	1361 N. Emerald Avenue, Modesto, CA 95351 • 209.649.1889 • Fax 209.549.1778
San Diego	1835A S. Centre City Parkway #517, Escondido, CA 92025 • 619.717.1277 • Fax 619.752.2017
North Bay Area	1285 Stratford Avenue #6286, Dixon, CA 95620 • 707.684.9595 • Fax 707.676.2838



Quote #: 17-439

Thank you for the opportunity to submit our quotation for your boiler needs, we look forward to serving you. If you have any questions about this project, please contact myself or our sales department and we will be happy to assist you.

For your convenience we offer 24-hour emergency service

We appreciate your business and look forward to hearing from you

Sincerely,

David Callahan

David Callahan
Outside Sales
dcallahan@californiaboyler.com
559-429-7306

ACCEPTANCE: If this proposal meets with your approval, please authorize commencement of work by signing below and return complete copy to us with deposit (if applicable- See Proposal Terms). In addition, please assign a purchase order number and attach hard copy of purchase order with signed proposal copy.

Authorized Signature Date

Purchase Order Number

\$ _____
Total amount of Purchase Order

SALES AND PAYMENT TERMS AND CONDITIONS

The following sets forth the sale, payments and condition policies of California Boiler Inc. It constitutes the general agreement between California Boiler Inc. ("California Boiler Inc.", the "Company" or "we") and you, its customer, under which products, service and parts are sold, credit is extended and payments are expected.

This policy supersedes all previous sales and credit, payment terms and conditions, and finance policies issued by California Boiler Inc. and shall remain in effect until further notice. The company reserves the right to change this policy and agreement at any time.

EXTENSION OF CREDIT

Credit is one of the most important services California Boiler Inc. offers to you as a customer. An open line of credit is established for you based upon your needs, financial strength, and history of meeting your credit obligations.

In order to insure you the best possible prices and service, we must enforce a credit and collections policy based upon sound business principals and good judgment.

INVOICING AND PAYMENT TERMS

Payment Terms are 25% down payment or as specified~ (This is not refundable on equipment sales in process) balance Net 30 (upon approval of credit) on all invoices unless other arrangements are made in advance of shipment. **UNLESS OTHERWISE SPECIFIED DIFFERENTLY ON THE ATTACHED PROPOSAL.** When opening a new account with an order, the Company may require a deposit with the initial order so as not to delay shipments while credit references and financial information are being reviewed. We reserve the right to suspend or terminate any further performance under this agreement or otherwise in the event payment is not made when due. Quotes are valid for 30 days. Equipment will not be started up unless 90% of the purchase price has been paid.

Shipment Terms Unless otherwise specified in writing signed by an authorized representative of the Company, all shipments are F.O.B. the manufacturer's factory or California Boiler Inc. warehouse as applicable. Title to the merchandise shall pass to the buyer upon delivery to the carrier at the F.O.B. point and thereafter all risk of loss or damage shall be the buyer's.

Service Charges We reserve the right to take action to collect any invoice that is not paid when due. We also assess a late payment **SERVICE CHARGE** on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1 ½ % of the amount remaining unpaid on each such date.

This policy applied to customers who permit their account to become delinquent. It is your responsibility to notify California Boiler Inc. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies, not in collecting a service charge, but receiving timely payments of your invoice.

IN WARRANTY MATERIALS AND DISCLAIMER OF WARRANTIES

You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturer's standard warranty unless otherwise specifically expressed in writing. (Standard Manufacturer's Warranty is twelve (12) months from start-up, California Boiler Inc. labor warranty is ninety (90) days from start-up).

You will be invoiced in the regular manner for all materials and parts even though it may be an In-warranty transactions. Credits will be issued after factory credits are accepted. Please note that withholding payment of any invoice in anticipation of an In-warranty credit is not consistent with our terms of sale.

California Boiler Inc. makes no warranty expressed or implied of any kind. We make no claim of fitness or merchantability or any other warranty, expressed or implied. Nor is anyone else, whether employed by California Boiler Inc. or not, authorized to do so, on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

For any items or components proposed as a substitute to specified items, it is understood that seller makes no guarantee that the approving authority will accept the products submitted.

In no event shall California Boiler Inc. be liable to you or any person, corporation, or other type of legal entity for any special, direct, indirect, incidental, liquidated or consequential damage of any kind. Including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction. The repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise, and even if California Boiler Inc. is informed in advance of the possibility of such damages.

CLAIMS

You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding while unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for the expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the Company.

INFORMATION AND ASSISTANCE

If at any time you have a question on an invoice from the Company, a call or note to our accounting department will bring prompt action toward getting the problem resolved.

If it becomes necessary, at California Boiler Inc.'s discretion, to take legal action in order to collect your account, California Boiler Inc. shall be entitled to recover, in addition to any other recovery, its court costs, reasonable attorney's fees and all other collection expenses.

If you have any questions regarding this policy, please contact our office.

We appreciate your business and look forward to providing you with reliable equipment, parts and service.

Please acknowledge below your receipt and agreement to the provisions of this policy statement Return the original to:

California Boiler Inc.

5331 Business Drive
Huntington Beach, CA 92649
Phone: (714) 891-0701
Fax: (714) 891-4320
www.CaliforniaBoiler.com

APPLICABLE LAW: This agreement shall be governed by; the substantive laws of the State of California. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Lift Station 9 Replacement Pump Motor Assembly

SOURCE: Public Works

COMMENT: The City of Porterville's Lift Station 9, is located on the North East corner of Westwood Street and Morton Ave. This station is showing signs of operational fatigue on one of the two Pump motor assemblies. Lift station 9, is a pre-fabricated station built by Smith & Loveless Inc. using their pumps and components. Replacement parts are sole-sourced from Smith & Loveless Inc. as their parts have their own specifications and design. Operational demands on the City's sewer system requires all sewer lift stations to be operational.

The operation of the City's sewer system requires redundancies to maintain system operations. As a result of pump motor replacement cost and lead time, it is imperative to purchase a replacement pump assembly for lift station 9. Because of the need for continuous operation, attached is a quote from Smith & Loveless Inc. for the new Pump Motor Assembly.

Company: Pacific Water Resources (Smith & Loveless Distributor)

Availability: 8-10 Weeks Total: \$12,294.00

Pending approval, the pump motor assembly for Lift Station 9 would be delivered in 8-10 weeks. Once the pump motor replacement is received, staff will complete change out failing equipment. Funding for this equipment is available in the sewer operating fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order for a pump motor assembly from Pacific Water Resources (Smith & Loveless Parts Distributor) in the amount not to exceed \$13,523 (inclusive of all parts, taxes, and 10% contingency); and
2. Direct the Finance Director to make payment to Pacific Water Resources (Smith & Loveless Distributor) upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Smith & Loveless Quote
2. Location Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

PACIFIC
Water Resources

1499 Bayshore Boulevard, Suite 201
Burlingame, California 94010-1741
(650) 259-0320 • Fax (650) 259-0322
www.pacificwaterresources.com



October 9, 2017

City of Porterville
291 N. Main Street
Porterville, CA 93257

Attention: Mr. Hector Gonzalez, Maintenance Supervisor
hgonzalez@ci.porterville.ca.us

RE: Smith & Loveless Pump Station
Serial #07-7740
Our Reference #15-217B

Dear Mr. Gonzalez,

Please find the following proposal for your consideration:

One (1) Smith & Loveless Rotating Assembly, Model 4CY1, 20 hp motor, 1800 RPM, 3/60/230 volts, ODP, with a 9 3/4" X-Peller, trimmed for 500 gpm at 67 TDH. Impeller to be trimmed 1/8" off EYE and shroud.

Net Price each.....	\$12,294.00
Delivery.....	8 - 10 Weeks
Factory Freight of \$550.00 to jobsite included in above price	
Terms.....	Net 30
Taxes.....	Extra

Notes:

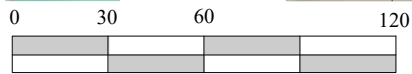
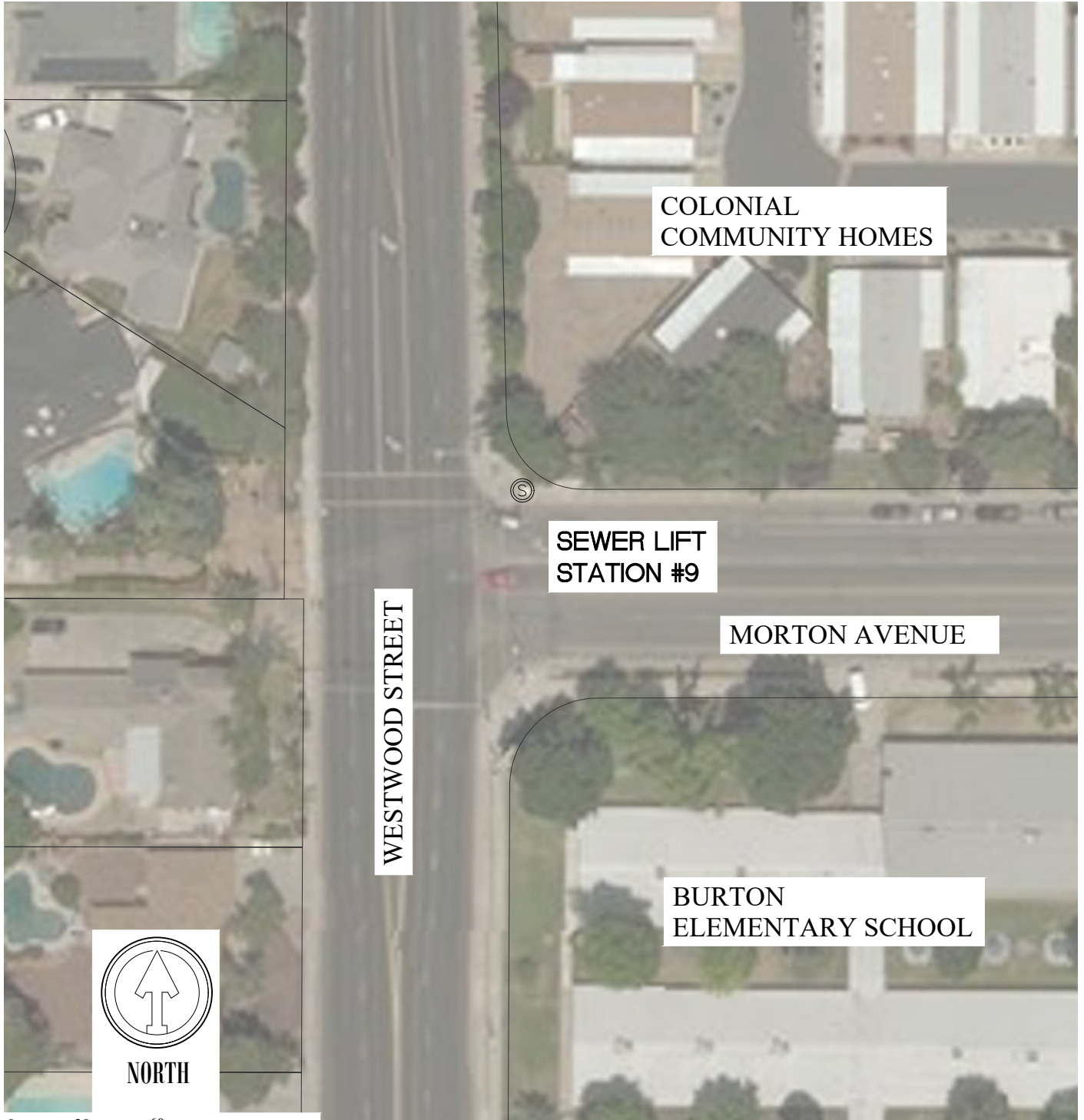
- A) The above price includes a 4CY1 X-Peller, single part design with one passageway epoxy filled.
- B) Rotation of X-Peller is CCW based on my visit.

If we can be of further assistance, please call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alan Bonkowski'.

Alan Bonkowski



SCALE: 1"=60'

ALL DISTANCES ARE IN
FEET AND DECIMALS THEREOF

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

City Sewer Lift Station #9

OWNER	CITY OF PORTERVILLE
APN	—
AREA	—
ACRES	—
SCALE	1" = 60'
DATE	10/30/2017
DRAWN BY	CAL
CHECKED BY	—



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Relocation of Porterville Police Department Network Switches

SOURCE: Police

COMMENT: The Police Department is in need of expanding the current Communications Center, an expansion project involving multiple coordinated stages that will take place over two years. Several of these stages include the moving of radio base stations, audio recording equipment, and network switches to a room located just outside of the Communications Center. By moving this equipment and securing critical components in a specific room where access can be easily controlled, a considerable amount of space within the Communications Center is made available, as well as eliminating “White Noise” which emanates from the radio base stations and creates background noise during phone calls and radio transmissions. This “White Noise” can also be heard on dispatch recordings used for court and evidence.

At its September 19, 2017 meeting, Council authorized the first stage of this expansion project which involved the moving of the radio base stations. This stage is expected to be completed within the next month. Included in this stage will be the movement of the audio recording equipment. The second stage of the project is to move the network switches. To begin this phase, Police Department and IT staff solicited bids to move the network switches. The following bids were received:

Innovative Technology Company (ITC)	\$23,175.00
Valley Newtown Solutions	\$86,032.01
GLOBAL CTI	\$34,352.18

Based on the above quotes, staff is requesting Council authorization to enter into an agreement with ITC for the moving of network switches. Funding is available through the Department’s Asset Forfeiture accounts.

RECOMMENDATION: That the City Council:

1. Authorize the Police Department to enter into an agreement with ITC to move the Department's network switches; and
2. Authorize payment upon successful completion of the project.

ATTACHMENTS:

1. GLOBAL CTI
2. Valley Network
3. ITC

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE POLICE DEPARTMENT IDF RELOCATION

October 6, 2017

OVERVIEW

1. Project Background and Description

CITY OF PORTERVILLE Police Department is going through some construction and this construction will impact the current IDF location at dispatch. The services of Global CTI will be to move the existing PD dispatch IDF to a location 75 feet away.

The installation will be at the following address: 350 N. D Street, Porterville, CA 93257

Global CTI will provide equipment and labor for the equipment stated in the Schedule A.

2. Scope of Work – Relocate PD Dispatch IDF from current location to new location

This quote is based on a walk through with Nelson Lopez of Global CTI and Ted Williams with the City of Porterville.

- The distance between the current IDF and the new IDF location is approx.. 75'
- This quote is based on relocating the existing cabling and patch panels up, into the drop ceiling space and secure the items as an intermediate patching locations. This methodology reduces cost and the need to re-run all cabling that will not reach to the new IDF location.
- GCTI will install a new 7' X 19' Universal 2 port rack to house equipment that will move to the new IDF location. This new rack will include cable manager assemblies.
- GCTI will extend, approx.. 360 CAT 6 cable runs and 1 – 6 strand MM Fiber run from the Intermediate patching location to the new IDF.
- A large portion of the labor will be pre-cabling and prepping for the cutover activity as will include the following items:
 - 360 CAT 6 extensions
 - 1 – 6 strand fiber extension
 - Rack and Cabling pathway installation
- Labor assumes all prep work to be performed prior to service interruption
- Labor assumes methodical processes to reduce downtime when relocation cabling from the Old to New IDF location

3. Deliverables

- Provide a Project Manager to act as the Single Point of Contact for the project
- Cutover new IDF location on a date agreed upon by the City
- Provide a formal change control process and document for any additional work required outside this scope of work
- Provide equipment as described in the Schedule A list of equipment

Schedule A – IDF Relocation

Qty.	Description
UPS Equipment	
1	Tripp Lite 2200VA 1600W UPS
Cabling Hardware Components	
Cabling	
100	OCC 6 strand MM Fiber - riser jacket
100	Plenum rated innerduct
22000	CAT 6 cable – Plenum Blue (per foot)
CAT6 Patch Panels - Wire Management	
3	ICC CAT 6 patch panel - 24 port
6	ICC CAT 6 patch panel - 48 port
5	ICC Horizontal Single Sided Wire Manager - 2RU
2	ICC Vertical Double Side Wire Manager - 78"
CAT6 Patch Cords - (Blue)	
180	CAT 6 booted patch cord - 3' - Blue
180	CAT 6 booted patch cord - 5' - Blue
1	Chatsworth 2 post rack - 7' - Black
1	Chatsworth Cable Runway - 18" - Black
1	Rack, Pathway and Cabling Hardware
Ceiling Support Equipment	
1	Ceiling Support wire and J-Hook support
Copper and Fiber Connectors	
400	Modular Connector - 8 Pin - RJ45
6	SC Connectors Lightcrimp Plus OM3 10G
3	Multimode Fiber SC to SC Fiber Patch Cable 25 meter (62.5/125-1)

4. CITY OF PORTERVILLE Responsibilities

- Designate a Single Point of Contact for the GCTI Project Manager to work on project
- Provide access to the sites and equipment as appropriate
- Provide required information for GCTI technicians to perform the installations
- Provide detail floor/building plans and cable paths if necessary

5. Specific Exclusions from Scope

- Any C-10 related work

6. General Assumptions

- Resources from other Global CTI offices and/or subcontractors will be utilized, as needed, to provide a full scope of technical expertise.
- Additional charges may apply for items not specifically provided for in this Scope of Work.
- Global CTI is not responsible for the performance or quality of third-party vendors.
- Resources and staffing from CITY OF PORTERVILLE and Global CTI must be committed for the duration of the project.
- Engineering and/or design changes made by CITY OF PORTERVILLE after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.

7. Restrictions

All work to be performed under this Scope of Work will be done Monday – Friday between the hours of 8:00 am and 5:00 pm, with the exception of the cutover, which will occur after hours in order to minimize downtime and customer support.

Scope is limited to the assessment outlined in the Project Scope.

If the GCTI Engineer arrives on-site and CITY OF PORTERVILLE is not prepared for the visit the GCTI Engineer will be required to leave the premises and will have to be rescheduled for a later date. GCTI charges a minimum of \$250.00 per visit, even if work was unable to be performed through no fault of GCTI.

8. Staffing

Global CTI will staff the project with the appropriate technical resources. Personnel assigned to this project will be certified, skilled at and/or have access to technical information.

In all cases, GCTI will be responsible for the selection of suitable resources and reserves the right to allocate resources in a manner that allows for the most efficient completion of work. CITY OF PORTERVILLE shall provide the GCTI representatives full and free access to the facilities and appropriate personnel. Failure to arrange suitable access to facilities or personnel necessary to conduct services on behalf of CITY OF PORTERVILLE shall result in billing for such services even if services are unable to be performed through no fault of Global CTI.

9. High-Level Timeline/Schedule

During the initial project kick-off meeting, the Global CTI Project Manager and CITY OF PORTERVILLE will work together to come up with a mutually agreeable Milestone Schedule to follow. Global CTI proposes beginning this project upon acceptance of this Scope of Work and as resources availability permits.

Key time drivers for the project schedule are:

- Availability of equipment
- Access to customer facility
- Availability of and access to key personnel

10. Payment Terms

Payment schedule agreed upon per Sales Agreement. Payments are due and payable upon receipt of invoices.

11. Warranty

Global CTI will warrant its installation for a period of one year from the date of acceptance.

APPROVAL AND AUTHORITY TO PROCEED

An authorized signature on this page indicates acceptance of this document as the Statement of Work (SOW). Global CTI will be responsible for the project management of GCTI resources for this engagement. Services will be performed, solely, by GCTI or its approved subcontractors. The manner, means, methods, and resources used by GCTI to perform the services lie within the sole discretion and control of Global CTI.

Both parties agree that the Scope of Work and the Sales Agreement are the entire agreement between the parties.

Name (CITY OF PORTERVILLE)	Title	Date

Authorized CITY
OF
PORTERVILLE

Date

Authorized
GCTI

Date

Attachments: Schedule A and Purchase Agreement

City of Porterville

Schedule A - Relocate PD Dispatch IDF

Line #	Part #	Qty.	Description
1			UPS Equipment
2	SMART2200RML2U	1	Tripp Lite 2200VA 1600W UPS
3			Cabling Hardware Components
4			Cabling
5	OCC06FMMDX	100	OCC 6 strand MM Fiber - riser jacket
6	GCTI MISC	100	Plenum rated innerduct
7	CAT-6-CMP	22000	CAT 6 cable - Plenum Blue (per foot)
8			CAT6 Patch Panels - Wire Management
9	ICMPP02460	3	ICC CAT 6 patch panel - 24 port
10	ICMPP04860	6	ICC CAT 6 patch panel - 48 port
11	ICCMSCMA42	5	ICC Horizontal Single Sided Wire Manager - 2RU
12	ICCMSCMA83	2	ICC Vertical Double Side Wire Manager - 78"
13			CAT6 Patch Cords - (Blue)
14	GCP08SS603-BL	180	CAT 6 booted patch cord - 3' - Blue
15	GCP08SS605-BL	180	CAT 6 booted patch cord - 5' - Blue
16	55053-713	1	Chatsworth 2 post rack - 7' - Black
17	10250-718	1	Chatsworth Cable Runway - 18" - Black
18	GCTI-MISC	1	Rack, Pathway and Cabling Hardware
19			Ceiling Support Equipment
20	9999	1	Ceiling Support wire and J-Hook support
21			Copper and Fiber Connectors
22	RJ45	400	Modular Connector - 8 Pin - RJ45
23	6754483-4- SC	6	SC Connectors Lightcrimp Plus OM3 10G
24	GCFGZBBL25-M	3	Multimode Fiber SC to SC Fiber Patch Cable 25 meter (62.5/125-1)

Equipment Material Total	\$16,062.91
Equipment Handling	\$595.00
Subtotal / Taxable Amount	\$16,657.91
Sales Tax at 8.250%	\$1,374.28
Ruckus Wireless Support Total	\$0.00
Installation / Pro-Services	\$16,320.00
Total Price	\$34,352.18

This price includes material, installation labor, with 1 year parts warranty

This quote will remain valid until November 5, 2017.

Client Name: Ted Williams

Client Signature:

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

Account Manager: Greg Tripoli

Date: October 6, 2017.



SALES AGREEMENT

Global CTI Group

222 S. Union Ave Bakersfield, CA 93307

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

PRESENTED BY:	Greg Tripoli
DATE:	10/6/2017

BILL TO:	City of Porterville 350 N. D Street Porterville, CA 93257	SHIP TO:	City of Porterville 350 N. D Street Porterville, CA 93257
PHONE:	559-782-7439	FAX:	
ATTN:	Ted Williams	E-MAIL:	twilliams@ci.porterville.ca.us

Purchase Order:

Relocate PD Dispatch IDF
(SEE ATTACHED SCHEDULE A FOR LIST OF EQUIPMENT)

FINANCIAL CONSIDERATIONS:			
Material Total	16,062.91	50% Upon Contract Signature:	\$ 17,176.09
Sales Tax at 8.250%	1,374.28	40% Upon Equipment Delivery:	\$ 13,740.87
Installation	16,320.00	10% Upon Completion:	\$ 3,435.22
Equipment Handling	595.00	* Please Read Terms and Conditions Section 2 – Default and Delays.	
TOTAL INVESTMENT	\$34,352.18		
LESS ADVANCED PAYMENT			
PER TERMS	\$ -		
BALANCE DUE	\$ -		
PRICES VALID FOR THIRTY DAYS		SEE ATTACHED FOR FINANCING OPTIONS	

ALL PRIOR WRITTEN AND ORAL REPRESENTATIONS ARE MERGED INTO AND SUCCEEDED BY THIS AGREEMENT AND THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, ORAL OR WRITTEN, NOT CONTAINED HEREIN. A FACSIMILE OF THIS DOCUMENT IS AS VALID AS THE ORIGINAL. SEE ATTACHED ADDITIONAL TERMS AND CONDITIONS. SIGNATURE BELOW INDICATES ACCEPTANCE OF ATTACHED TERMS AND CONDITIONS, AND SCHEDULE A.

ACCEPTED DATE:	_____	EXECUTED AT:	Bakersfield, California
VENDOR:	GLOBAL CTI Group	BUYER:	City of Porterville
Signature:	_____	Signature:	_____
Print Name:	Greg Tripoli	Print Name:	Ted Williams
Title:	Account Manager	Title:	_____
Date:	October 6, 2017	Date:	_____

Global CTI Group – Terms & Conditions

- 1. WARRANTY:** Global CTI Group hereby warrants the equipment against defective parts and workmanship as defined herein. Global CTI Group obligations for breach of any warranty shall be limited to repairing or replacing equipment at its own expense which shall be Customer's exclusive remedy and Global CTI Group, shall not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, or water. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Global CTI Group.
- 2. DEFAULT and DELAYS:** If any payments due from Customer to Global CTI Group, shall not be paid promptly when due, or if Customer breaches any other provision hereof, Customer shall be in default hereunder. Upon default hereof by Customer, Global CTI Group, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by Civil Code Sections 1801-1812.9 to recover any deficiency from Customer. All remedies of Global CTI Group hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon installation acceptance. If for any reason the installation date is delayed due to Customer choice whether direct or indirect, 40% is still due upon original equipment delivery date. If for any reason the completion date is delayed due to Customer choice whether direct or indirect, Customer agrees to pay the final 10%. If delay is due to Global CTI Group fault, payment will not be required until rescheduled equipment delivery. Any payment which has not been made pursuant to this Contract will be subject to interest charges. Customer will pay Global CTI Group, interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence being after the initial default of a scheduled payment. (Computed daily)
- 3. CUSTOMER'S OBLIGATIONS:** Customer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Customer shall provide at the location indicated for installation of the Equipment at 20 Amp. 110-volt commercial A.C. outlet within 8 feet of placement of the equipment to be used exclusively by Global CTI Group. Global CTI Group and Customer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Customer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Global CTI Group, or Global CTI Group, representatives shall have access to Customer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.
- 4. SECURITY INTEREST:** The equipment described herein, and any and all additional Equipment authorized by Customer shall be security for the full payment of the purchase price provided for herein. Global CTI Group shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors. Customer shall execute a financing statement and any and all other documents required by Global CTI Group, in connection with the purchase of the equipment.
- 5. TITLE TO EQUIPMENT AND RISK OF LOSS:** Customer shall acquire full title to the equipment only upon full payment of the purchase price therefore to Global CTI Group. Risk of loss of the equipment shall pass to Customer on the Installation Date as defined herein.
- 6. INSURANCE:** If Customer leases equipment, Customer must provide insurance for the full value of the equipment, as required by the financier.
- 7. ARBITRATION OR LITIGATION EXPENSES:** Should any litigation or arbitration be commenced between the parties to this Contract concerning the project or any provisions to this Contract, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney's fees and costs expended in the matter.
- 8. DEPOSIT:** Should there be a cancellation after work order has been placed, all deposits given will be forfeited, and will be considered liquidated damages. The parties agree now that it would be difficult to calculate Global CTI Group damages. This provision does not preclude Global CTI Group from pursuing any other remedy it may have for breach of contract.
- 9. RETURN POLICY:** In the event purchased equipment is returned to Global CTI Group a 15% restocking fee will be charged for those returned items. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt then client will be charged repair and return charges in addition to the above stated 15% restocking fee. We do not refund shipping and handling fees unless we have caused the error in shipment.
- 10. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS:** All prices and discounts are subject to change without notice. In the event of a price change, the price of material on order but not delivered or installed will be the price in effect at the time of acceptance of the order. Material already delivered, installed, and billed is not subject to a price change. Global CTI Group reserves the right to cancel the Customer's order in the event that errors in pricing are discovered.

Prepared For: Ted Williams
Organization: City of Porterville
Phone: (559) 782-7499
Fax: (559) 791-7999
From: Gerald Golstein
Date: / /
Subject: Quote - Low Voltage - City of Porterville - Police Department - MDF Rack Relocation
Comments: Proposal will provide client with a cable infrastructure, utilizing ANSI/TIA-568-C.0/C.1 Generic/Commercial Building Telecommunications Cabling standards. All cabling shall be non-plenum rated. This proposal assumes all cabling will be installed in-wall, and routed above-ceiling. Any surface-mount raceway, conduit, or custom outlet requirements, not specified in this project scope will be considered a change order.

Email: twilliams@ci.porterville.ca.us

Proposal includes VNS Lifetime Workmanship Warranty. Panduit/General Cable products include a joint 25-year manufacturer's warranty, when installed together, by a certified Panduit installer via the PanGen Connectivity Alliance (<http://www.pangensolutions.com>). VNS is a Panduit Certified Systems Integrator (PCSI), and the only locally-owned and staffed PCSI in Central California.

Location of Work / End User Contact Info:

Porterville Police Department
350 N. D Street
Porterville, CA. 93257
Phone Number: (559) 782-7499
On Site Contact: Ted Williams

Recommended Configuration

Project Scope

Phase 1: Identification

- VNS will locate/identify/label/test/certify existing Category 5/6 from MDF to station.
- VNS will locate/identify/label/test/certify existing Category 3 from MPO to MDF.
- VNS will locate/identify/label/test/certify existing Fiber Optic Cables from MPO to MDF.

Phase 2: New Telcom Space Buildout

- VNS will provide/install plywood backboard in customer designated Telcom Space.
- VNS will provide/install (1) Telecommunications Main Grounding Bussbar (TMGB) in customer designated Telcom Space.
- VNS will provide/install (1) 7'H x 19"W 42RU Chatworks standard vertical rack in customer designated Telcom Space.
- VNS will provide/install ladder rack to attach/support vertical rack.
- VNS will provide/install (1) 1.74"H x 11.5"D x 19.0"W - 1U Panduit Opticom Rack mount enclosure.
- VNS will provide/install (7) Panduit 48-port, High Density patch panels, 1RU.
- VNS will provide/install (7) Panduit PatchLink Horizontal cable manager, 2U, front only, 3"H x 3"D on front, 19"W.
- VNS will install customer provided switches into rack.
- VNS will provide/install (10) Category 6 plenum rated data cables from Communications Center to new Telcom Space.

Phase 3: Frame Buildout

- VNS will provide/install plywood backboard at Frame
- VNS will provide/install (1) Chatsworth Standard swing gate rack, 38.5"H x 19"W x 25"D (21U), Black.
- VNS will provide/install (14) Panduit 48-port, High Density patch panels, 1RU.
- VNS will terminate (310) Category 6 plenum rated data cables from New Telcom Space to Frame.

Phase 4: Fiber Cutover

- VNS will provide/install (1) Panduit Opticom wall mount enclosure, 12"H x 10.18"W x 2.23"D
- VNS will relocate customer existing fiber from tray to newly installed wall mount enclosure
- VNS will provide/install (1) Fiber Optic Cable, Riser, 62.5/125µm, 900 micron Tight Buffer, 850/1300nm OM1 from wall mount enclosure to New Telcom Space rack mount enclosure.
- VNS will terminate (6) strands of Fiber utilizing LC tips at wall mount enclosure.
- VNS will terminate (6) strands of Fiber utilizing LC tips at New Telcom Space rack mount enclosure.
- VNS will provide/install (1) LC keyed to LC multimode patch cable from existing fiber at wall enclosure
- VNS will provide/install (3) LC keyed to LC multimode patch cable from rack mounted enclosure to customer provided switch SFP
- VNS will provide/install (1) Fiber Optic Cable, Riser, 62.5/125µm, 900 micron Tight Buffer, 850/1300nm OM1 from wall mount enclosure to New Telcom Space rack mount enclosure.
- VNS will terminate (6) strands of Fiber utilizing LC tips at wall mount enclosure.
- VNS will terminate (6) strands of Fiber utilizing LC tips at New Telcom Space rack mount enclosure.
- Color code schedule is as follows: Blue jacks for Data/Ethernet connectivity, White for voice/fax.
- All faceplates (and blanks if applicable) shall be colored White.
- All unused faceplate locations (if applicable) will be filled with color-matched blanks.
- All VNS materials and debris shall be removed and cleaned up upon completion of project.
- Existing abandoned communication cable will be removed wherever possible to comply with NEC requirements.
- Infrastructure labeling will include machine-printed cable labeling at both ends of each cable, patch panel and station outlet faceplates, as per TIA/EIA-606-A standards. Numbering scheme shall be provided by VNS unless customer has a preferred scheme, in which case numbering shall adhere to customer-provided scheme.
- Proposal assumes that access conduits will be provided with pull strings to/from each outlet location and IDF/MDF by customer's electrician. All inner-conduit firewall penetrations will be sealed with appropriate fire resistant putty.
- Horizontal cabling installation over ceilings shall be installed using cable hangers.
- Installation includes all hangers and hooks between station and termination point, excluding cable trays.
- Data termination standard to match existing standard (568A or 568B).
- All fiber cabling from LIU to remote LIU shall be certified via a Fluke DSX Level IV cable certifier, or equivalent. Client shall be provided with printed and/or digital copies of scan reports, which are also kept on file at VNS.
- Voice will terminate to customer's 66-block. Customer to provide any cross-connect to their phone system, if required.
- Unless otherwise specified, all voice station jacks shall terminate on an RJ45 Category 6, 8-position, 8-wire jack.
- All data cabling from the patch panel to the station wall outlets (ie: horizontal wiring) shall be certified Category 5e via a Fluke DTX Level IV cable certifier, or equivalent. Client shall be provided with printed and/or digital copies of scan reports, which are also kept on file at VNS.

- Customer to provide access to all spaces in order to test/label/certify existing infrastructure.
- Customer to coordinate network outages as needed/required.

Required Supplementary Materials

		Each	Total
56000	General Cable GenSPEED 6, Category 6 Cable, Rated to 350MHz, 4 Pairs, 23 Gauge, Unshielded, 1000 ft Reel in a Box, Plenum (CMP), All Pairs FEP/FR PVC - Blue	\$ 0.31	\$ 17,360.00
200	General Cable NextGen Distribution Fiber Optic Cable, Riser, 62.5/125µm, 900 micron Tight Buffer, 850/1300nm OM1 (1Gb/s to 300 meters w/ 1000 BASE-SX, 1Gb/s to 550 meters w/ 1000 BASE-LX, 10G/s to 33 meters) Multimode, Orange jacket - 6-Strand	\$ 0.48	\$ 96.00
1	Chatsworth Channel Rack-To-Runway Mounting Plate with Bracket, 9-12" Runway - Black	\$ 56.24	\$ 56.24
1	Chatsworth Protective end caps, cable runway	\$ 15.40	\$ 15.40
1	Chatsworth 5/8-11 UNC-2A Threaded Drop Rod, 6'L	\$ 39.90	\$ 39.90
1	Chatsworth Cable raceway ceiling mounting kit, 3/8"	\$ 38.72	\$ 38.72
1	Chatsworth Cable raceway ceiling mounting kit, 5/8"	\$ 41.92	\$ 41.92
2	Chatsworth universal cable runway, 9'11.5"L x 18"W - Black	\$ 84.58	\$ 169.16
4	LC to LC multimode OM1 duplex LC to LC Fiber optic patch cord, 1 meter	\$ 29.80	\$ 119.20
1	Chatsworth Standard swing gate rack, 38.5"H x 19"W x 25"D (21U), Black	\$ 334.50	\$ 334.50
6	Chatsworth Butt-Splice Kit, 1-1/2" X 3/8" - Black	\$ 12.49	\$ 74.94
5	Chatsworth Junction-Splice Kit, 1-1/2" X 3/8" - Black	\$ 14.69	\$ 73.45
5	Chatsworth Wall Angle Support Kit - Black	\$ 29.99	\$ 149.95
3	Chatsworth Cable Runway Center Support Kit, 18"W - Black	\$ 51.59	\$ 154.77
3	Chatsworth J-Bolt Kit	\$ 8.60	\$ 25.80
5	Chatsworth Cable Runway Corner Bracket, 15"W - Black	\$ 96.58	\$ 482.90
5	Chatsworth Cable Runway Radius Drop, Stringer, 10-1/4"W - Black	\$ 43.07	\$ 215.35
4	Chatsworth Cable Runway Radius Drop, Cross Member, 12"W - Black	\$ 38.39	\$ 153.56
3	Chatsworth Cable Runway Elevation Kit, Cabinet, 4-6" - Black	\$ 46.79	\$ 140.37
5	Chatsworth Cable Runway Mounting Plate, 3" for 9"-12" Runway - Black	\$ 39.59	\$ 197.95
2	Chatsworth Protective end caps, cable runway	\$ 15.98	\$ 31.96
3	Chatsworth Threaded Rod Cover, 10'L, Gray	\$ 24.99	\$ 74.97
1	Chatsworth universal cable runway, 9'11.5"L x 12"W - Black	\$ 110.32	\$ 110.32
3	Chatsworth Vertical Rack Busbar Kit, 1/4"W x 5/8"H x 72"L, 13 lugs	\$ 127.34	\$ 382.02
1	Chatsworth Global Standard rack w/vertical back-to-back cable management, 7'H x 19"W (42U), Black	\$ 660.71	\$ 660.71
3	Chatsworth Single-sided vented shelf, for 19" rack, Black	\$ 158.94	\$ 476.82
21	Panduit Modular Blanks, Black	\$ 0.69	\$ 14.49
5	Panduit PatchLink Horizontal cable manager, 1U, front only, 1.5" x 3" on front	\$ 40.36	\$ 201.80
3	Panduit PatchLink Horizontal cable manager, 2U, front only, 3"H x 3"D on front, 19"W	\$ 52.24	\$ 156.72
3	Panduit Mini-Com Single gang 4-port faceplate - White	\$ 5.43	\$ 16.29
2	Panduit Opticom Fiber adapter panel blank	\$ 11.03	\$ 22.06
2	Panduit Opticom Fiber adapter panel (FAP), loaded with (6) Electric Ivory LC Duplex MM adapters and phosphor bronze split sleeves	\$ 88.12	\$ 176.24
1	Panduit Opticom rack mount enclosure, accepts up to (3) FAP or FMP panels. 1.74"H x 11.5"D x 19.0"W - 1U	\$ 202.50	\$ 202.50
1	Panduit Opticom wall mount enclosure, accepts up to (2) FAP or FMP panels, 12"H x 10.18"W x 2.23"D	\$ 79.51	\$ 79.51
2	Panduit Opticom Fiber Build Up Kit For OSP Cable - Used to build up 250µm fiber to 900µm loose buffered coating size for connector termination, 3' - 6-Fiber Tubes	\$ 23.48	\$ 46.96
6	Panduit Code conductor, two-hole, long barrel with window lug (6WG) 1/4" stud hole size	\$ 7.50	\$ 45.00
1	Panduit telecommunications main grounding busbar, 1/4"x4"x20"	\$ 251.82	\$ 251.82
960	Panduit Mini-Jack Category 6 Enhanced Giga-TX Jack, Blue	\$ 7.46	\$ 7,161.60
5	Panduit Panther LS8 cable wrap cassette labels	\$ 41.24	\$ 206.20
600	Panduit Category 6, Blue, 1 feet, UTP Patch Cord with TX6 PLUS Modular Plugs on each end	\$ 7.43	\$ 4,458.00
14	Panduit 48-port, High Density patch panel supplied with rear mounted faceplates. (Requires Jacks)	\$ 83.31	\$ 1,166.34
1	Misc. Hardware	\$ 1,303.10	\$ 1,303.10

Time and Materials Labor Rate

950.00	At \$120.75 per hour, less volume discount of 25% (\$90.56/per hour)	Each	Total
	• Additional labor charges incurred due to changes or additions will be billed separately.	\$ 90.56	\$ 86,032.00

Installation Labor	\$ 86,032.00
Products & Materials	\$ 37,185.51
Estimated Shipping and Handling Charges	No Charge
Sales Tax 8.250%	\$ 3,067.80
Total	\$ 126,285.32

Terms:

- **Materials deposit** \$ 40,253.31
- **Balance due (Net 30) from date of invoice, on approved credit** \$ 86,032.01

Balance not due until VNS has provided customer with copies of successful cable/fiber link scan reports, when applicable.

X

For Valley Network Solutions, Inc.

To accept this proposal, please sign and return.

This authorizes Valley Network Solutions, Inc. to begin ordering and configuration of all equipment necessary for installation. Customer agrees that specifications, pricing and conditions are satisfactory. Customer will pay for any labor performed and a return merchandise fee of 15% if customer chooses not to continue with this installation any time prior to installation. This quote will remain valid for 15 days unless otherwise noted. All prices and specifications are subject to change. Valley Network Solutions, Inc. will retain ownership of all materials until full payment is made, and reserves the right to pick up these materials for non-payment.

Terms and Quality Insurance**Warranty**

- If for any reason, should computer cable installed by Valley Network Solutions personnel be found to be defective due to deficient workmanship, we will replace the affected section(s) free of charge over the lifetime of it's installation.

- Warranty does not cover failures due to subsequent cabling installation services by another vendor, damage caused by rodents or other animals, tampering by any person not employed by Valley Network Solutions, changes in system configuration that materially alter, re-align, or change in anyway Valley Network Solutions' original cabling installation or damage due to neglect or the weather.

Quality Control

- All work to be performed to meet EIA/TIA 568-B termination guidelines, unless specifically stated otherwise.
- Installation includes printed and/or electronic certification report to be delivered to customer upon project completion, and all materials from wall faceplate, to far-end

Voice Termination

- If cabling intended for use with voice lines is being requested, VNS will terminate to the customer's 66-block, and will NOT provide cross-connect termination to customer's phone system/switch, unless specifically noted in this proposal. This is normally the responsibility of the customer's phone system provider to provide cross connection between the customer's phone switch and their inside wiring.

End User Responsibilities

- Upon acceptance of this proposal, customer agrees to provide VNS full access to all areas requiring service(s), during the agreed upon project hours (normally 8-5, M-F unless stated otherwise in Scope of Work). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon project hours will be billed to the client at the contracted labor rate.
- Customer agrees to provide notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the project.
- Provide clear and accessible working space for installation of all equipment, with sufficient lighting, power and cooling for VNS to provide services.
- Customer is responsible for all replacements needed for product failures. VNS can assist in this process, but customer understands that VNS does not manufacture the products that we integrate, and that any labor that we expend to integrate a solution is billable to the customer, and that product DOA issues are between the customer and the manufacturer. Customer understands that VNS does not provide any hardware or software warranties directly.

Labor & Materials Estimates

- Customer is aware that all labor and materials quotes are estimates only, and client will be charged for actual time and/or additional materials consumed to provide the deliverables defined within the scope of this proposal, however, any variance beyond 10% shall be provided in writing.
- The actual amount invoiced for the scope of this proposal shall not exceed 10% of this estimate without the prior written approval of customer.

Assumptions

- Pricing does not include any services, or products not detailed in this Scope of Work.
- Any time or material needed to resolve problems with customer provided equipment would be billable on a time/materials basis.
- Any additional labor required to complete project and interface with other vendors, i.e. manufacturer, electricians, construction, furniture, etc. in excess of the hours set forth in this Scope of Work, will be billable on a time/materials basis.
- Return trips and additional labor for out-of-box failures (DOA Equipment) will be billable on a time/materials basis.
- VNS provides products to customers for projects at minimal margins to provide customers a one-stop solution. This necessitates that we be paid immediately upon physical delivery of products to a customer at the shipping location specified in this agreement, so that we can pay our suppliers. In no case shall VNS be expected to wait for payment on products for a project that may require integration of products and VNS labor services until a project is completed. Customer does however have the right to retain payment for services until project is completed, but understands that they may be invoiced for progress payments, based on an amount commensurate with the percentage of work completed. Products however must be paid for upon delivery.

No Solicitation or Hiring

- Customer shall not solicit for employment any person employed by Valley Network Solutions, or its assignees, who has performed under this Agreement, for a period of one year after completion of this work. Should customer hire a VNS employee within one year of completion of this work, customer agrees to pay VNS an amount equal to three times the employees annual salary.

Product Selection

- Unless otherwise specified, cable is General Cable Category 5e and terminating devices are Panduit. VNS recommends these products due to quality, standards compliance, selection of available options, and warranty support.

Business Hours

- Unless stated otherwise within the Scope of Work on this proposal, all work shall be performed during normal business hours (8-5, M-F) at the standard rates as listed above.
- All work to be performed during normal business hours (8-5, M-F) at the standard rates as listed above. Unless stated otherwise within the Scope of Work on this proposal, client agrees that any work that the client requests to have done during non-business hours will be charged will be charged at 1.5 times the applicable hourly service rate (2 times on holidays).

Time and Materials Labor Estimates

- Customer is aware that all labor quotes are estimates only, and client will be charged for actual time spent to provide the deliverables defined within the scope of this proposal.
- The actual amount invoiced for the scope of this proposal shall not exceed 10% of this estimate without the prior written approval of customer.

Return of Goods

- Credit will be allowed for goods returned with prior written approval from VNS. A 15% restocking fee will be applied, unless the return was caused by an incorrect order placed by VNS or misconfiguration caused by VNS. Some items, such as opened software, or memory may not be returnable, so please be sure to request a return approval from us in writing. Verbal agreements for return approvals will not be honored by VNS. Customer will be responsible for all applicable shipping costs.

Payment & Pricing

- Pricing reflects best discounts available, and is based on entire order of this quote. Reductions in quantities may result in higher per-unit pricing.
- Prices reflect prepaid cash/check, or purchase order payments, with a cash discount. Non Cash/Check/PO payments will incur a surcharge between 2.5% - 3.5% and not to exceed 4% (depending on card used).
- Pricing presumes that client will pay their invoices within the agreed upon terms, specified in this proposal. Any client that does not pay within the agreed upon terms will be subject to late fees and interest of 1.5% per month on any balances not paid within the payment terms offered in this proposal.

Taxes

- Sales/use taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse seller for any such tax or provide seller with acceptable tax exemption certificate. Sales/use taxes are a destination charge, based on the SHIP TO address of your order.

Delay in Delivery

- Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall seller be liable for any consequential or special damages arising from any delay in delivery.

Third Party Products

- Customer understands that VNS assumes no responsibility or liability for third-party products that customer has acquired from other vendors.

Drop Ship Policy

- Customer is responsible for verifying that product(s) is/are received in good condition, and is responsible for verifying that the correct product(s) has/have been received.
- Boxes and packages should not be opened. If opened, the product cannot be returned.

Limitation of Liability

- Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to seller. Furthermore, seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at seller's option, and in no case shall seller be liable for incidental or consequential damage.
- In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the parties to this agreement agree that any and all disputes between the parties shall be settled by binding arbitration.

ITC

1139 W Olive Ave
Porterville, CA 93257
LIC#986455

Quote

Date	Quote #
7/18/2017	3627

Name / Address
The City of Porterville Police Department 291 N Main Street Porterville, CA 93257

Rep	Project
	Porterville Police De...

Description	Qty	Total
Server Rack and Cable Extension and Relocation Labor: Provide and install a new server rack and cable management system. Extend all data rack cable to the new server room. Test and label all data outlets.		8,800.00
Materials: 1 Standard 2 Post Rack 1 Cable Runway Wall to Rack Kit 2 Junction-Splice Kit 2 Universal Cable Runway, 12" 4 Wall Angle Support Kit 8 48 Port Patch Panel 2 Front and rear vertical manager 4 Horizontal Cable Manager Front And Rear 1 RU 1 PDU Metered ATS 120V 15A 5-15R 8 Outlet 1URM 1 62.5 12ct Indoor Fiber 1 1 Inch Innerduct 1 Wall Mount Fiber Optic Patch Panel 2 62.5/125um Duplex SC Fiber Panel 1 25 Pair Telco Trunk Cable 6 Cat 5e 110 Cross Connect Kit-300-Pair 1 CAT5e Non-Plenum, 25-Pair Bulk 1 Conduit Hardware		14,375.00
Total		\$23,175.00



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Authorization to Advertise for Bids - Fire Station #2 Roof and HVAC Replacement Project

SOURCE: Public Works

COMMENT: In August 2017, City of Porterville Fire Department requested the Public Works Department to prepare the necessary proposal and project specifications for the replacement of 620 square feet of polyurethane roofing and the replacement of two HVAC units at Fire Station No. 2.

City has the funding necessary to remove and replace the existing polyurethane roofing and HVAC units on the property and staff is currently seeking quotes, which are anticipated to be approximately \$39,387.50.

Funds for the re-roof and HVAC replacement of Fire Station No. 2 located at 500 N. Newcomb Street are available via the City's equipment replacement fund.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS:

1. Fire Station No. 2 Location
2. Fire Station No. 2 Eng. Estimate

Appropriated/Funded: MB

Review By:

Department Director:

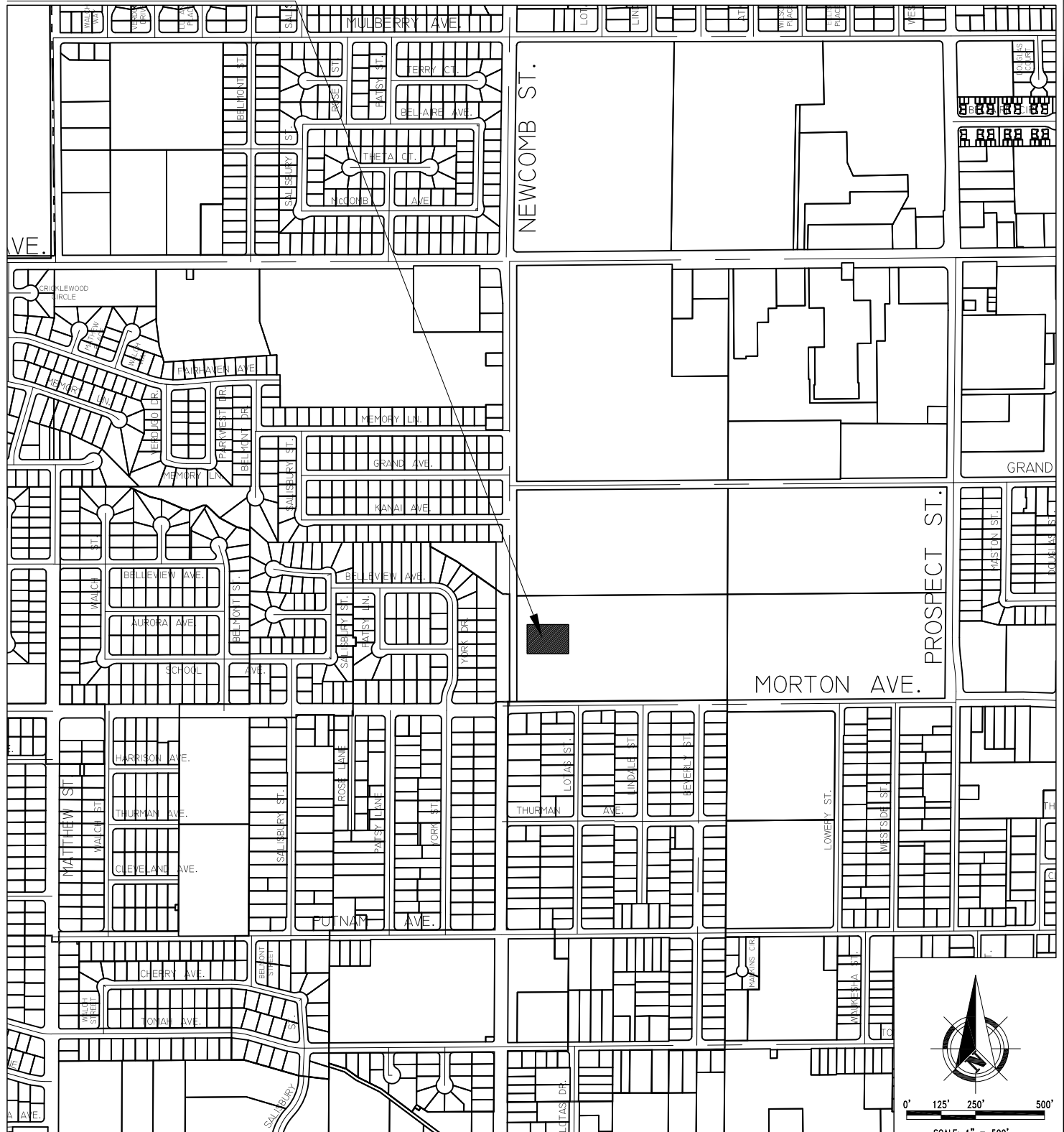
Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

PROJECT VICINITY MAP

EXHIBIT "A"

PROJECT LOCATION



City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 782-7462

SCOPE OF WORK:

REMOVAL OF 620 SF OF EXISTING ROOFING MATERIAL. REPLACEMENT WITH NEW POLYURETHANE COATING. REMOVAL AND REPLACEMENT OF HVAC UNITS.

OWNERS:

City of Porterville
291 N. Main Street
Porterville, CA 93257

APN:

251-360-001

ADDRESS:

500 N. Newcomb St, Porterville, CA

AREA:

620 SF Roof Area

DRAWN BY:

LC

CHCK BY:

MKR

10/26/17

City of Porterville, Engineer's Estimate

		Subtotal	\$ 31,510.00
		15% Construction Engineering	\$ 4,726.50
		10% Contingency	\$ 3,151.00
		Original Total	\$ 39,387.50

Project Manager	Date
City Engineer	Date
Public Works Director	Date
City Manager	Date



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Authorization to Issue Request for Proposals (RFP) for the Demolition of the Residence Located at 87 S G Street

SOURCE: Public Works

COMMENT: On June 10, 2015, the City of Porterville purchased the single family residence located at 87 South G Street (South of Olive Avenue on G Street). The 1224 square foot, single family residence, and 432 square foot detached garage were deemed a nuisance and purchased by the City through an agreement with Tulare County for the tax-defaulted property.

The City has the funding necessary to demolish the structures on the property and staff is currently seeking quotes, which are anticipated to be approximately \$36,500 for the lead and asbestos abatement, structure demolition, and the haul off of materials.

Funds for the demolition of the residence located at 87 South G Street are available through the Community Development Block Grant funding. Once cleared, the property will be donated to a non-profit affordable housing developer selected through a competitive selection process.

RECOMMENDATION: That City Council:

1. Accept the RFP in draft form;
2. Authorize staff to distribute the RFP to licensed demolition contractors; and
3. Authorize the Finance Director to appropriate the funds for commencement of the Demolition Project.

ATTACHMENTS:

1. Draft RFP
2. 87 South G Street Site Building Demo-Site Map
3. Engineer's Estimate

Appropriated/Funded: MB

Review By:
Department Director:

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE
PUBLIC WORKS DEPARTMENT
INFORMAL BID REQUEST FOR PROPOSALS
RFP #**

87 SOUTH "G" STREET SITE BUILDING DEMOLITION

The City of Porterville is soliciting proposals from California licensed contractors that are qualified and licensed to perform selective site and building demolition. The successful contractor shall comply with the requirements and general conditions stated in this request for proposal. **Asbestos and Lead-Based Paint are present.**

After reviewing the information submitted in response to this Informal Bid Request for Proposals, the City of Porterville expects to enter into a contract with the firm whose proposal best meets the City's requirements.

I. PROJECT DESCRIPTION

The City of Porterville proposes to remove all buildings/structures at 87 south "G" Street (located Southwest of Olive Avenue.). **One (±) 1,224 SF single family residence and a detached (±) 432 SF garage are currently standing on the parcel, and the City desires the site be clear of all structures and debris.**

An inspection was recently performed by **Air Quality Compliance Solutions**, which identified asbestos and lead-based paint is present in the materials to be demolished. The report/survey provides information on the substrates that were tested and the results. A complete copy of the report/survey is included herewith for your reference.

II. SCOPE OF WORK GENERAL CONDITIONS

CONTRACTOR SHALL:

- Prior to demolition activities that may disturb the asbestos-containing building materials (ACBM) outlined in the attached report/survey (see above); materials shall be properly removed and disposed of by a licensed and registered asbestos abatement contractor.
- Comply with all regulations pertaining to the abatement, management and removal of asbestos.
- Be certified and licensed in the State of California for abatement, management and removal of asbestos. Contractor shall submit proof of such training/certifications and licensing prior to starting work.
- Prepare and submit with required fee, the proper notifications to the San Joaquin Valley Air Pollution Control District.
- Obtain a City of Porterville Business License prior to beginning any work.
- Dismantle and remove existing building/structure improvements, appurtenances, foundations, and grade site to workmanlike smooth finish (no vertical walls).
- Remove all trees, shrubbery and residential landscape within 20' of structures to be demolished.
- Discard offsite, all materials generated by the removal.
- Cut as necessary and cap below ground level any remaining pipes or other materials protruding above ground level, and measure and mark on a map and with a lathe stake.
- Coordinate removal work with designated City Staff and provide 48 hour notice prior to beginning work.

- Provide 48-hour notification to adjacent building occupants, within a 300' radius, of work plan, schedule and emergency contact information.
- Provide Dust Control.
- Contractor shall provide/secure site with temporary 6'-0" chain link fencing placed around the perimeter of the project site. Fence post concrete block anchors shall be sandbagged to prohibit fence from falling in windy conditions.

CITY OF PORTERVILLE SHALL:

- Hold a mandatory pre-proposal meeting on _____ @ **10:00 am** for all interested contractors to tour the facilities proposed for demolition. All interested contractors are asked to attend and must have attended to be considered responsive to the RFP.
- Coordinate disconnection of utilities, including water, sewer, gas and electric to the buildings. The City is currently working with The Gas Company and Southern California Edison to have these services temporarily turned off.
- Provide a no-cost City of Porterville Demolition Permit. This application process has been initiated with the City of Porterville's Building Division.
- Provide an independent environmental consultant on-site to perform appropriate testing and monitoring of the abatement/removal process. The Contractor shall coordinate their work schedule closely with the City and shall cooperate fully with the environmental consultant.

Other:

- Work shall be conducted during regular City business hours: Monday through Friday, 8 am to 5 pm. Work outside of these hours must be approved by and coordinated with Public Works staff.
- Upon completion of the project, all equipment and materials shall be removed from the site.
- City of Porterville assumes no responsibility for the structural integrity of any materials salvaged as part of this project. These materials become the sole property and responsibility of the contractor.
- The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's principal office and available on request or, alternatively, may be accessed from the website of the Division of Labor Statistics and Research, California Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>

III. CRITERIA FOR EVALUATING PROPOSALS

(Not in any specific order of rank)

- a. Adequately satisfy the City of contractor's qualifications and expertise in executing the proposed project.
- b. Pricing of overall project.
- c. Ability to meet desired timelines.
- d. Meeting all required liability insurances.

IV. PROCESS

***A mandatory pre-proposal meeting will be held on-site _____
@ 10:00 am. Only those contractors present will be eligible to propose.***

Sealed proposals from interested contractors must be submitted by 3:00 p.m. on _____, to:

**City of Porterville
ATTN: Michael K. Reed
Public Works Director
291 N Main Street
Porterville, CA 93257**

Incomplete or late proposals will not be considered.

Proposals must identify, at a minimum:

- a. Company name, address and name of the contact person.
- b. Firm, fixed price for all services provided.
- c. Indicate State of California Contractor's License (classification and number)
- d. Proposal must be signed by an authorized company representative.
- e. The project completion shall be _____.

Submission of a proposal shall be deemed evidence that the bidder has familiarized itself with the site and all aspects of the project and has verified its receipt of all addenda to this RFP (bidders are responsible for ensuring they have received any and all addenda prior to bid opening).

The City of Porterville reserves the right to reject proposals determined in the City's sole discretion to be non-responsive to this RFP and to cancel in whole, or in part, this RFP.

Proposals shall not be accepted from contractors and/ or subcontractors ineligible to bid on public works projects pursuant to California Labor Code section 1777.1 or 1777.7.

Within ten (10) days of the notice of award, the successful Firm/ Contractor shall execute a contract for the project in the form of the contract attached to this RFP.

Firm/Contractor, after notice of award and prior to execution of the contract must provide copies of all required insurance forms which are attached to this RFP.

Firm/Contractor, after notice of award and prior to execution of the contract, must provide a payment bond in the amount of no less than 100% of the contract price in the form attached to this RFP. No modification of the attached form shall be accepted.

V. ESTIMATED SCHEDULE

Proposals are due by 3:00 pm on _____.

Project Completion: The Contractor shall commence work within ten (10) days of the Notice to Proceed (NTP), and diligently prosecute the work to completion by _____.

VI. CONTACT PERSON

Questions concerning proposal conditions, timeline and specification shall be in writing and faxed or emailed to:

Vickie Ratta
Secretary – Public Works Department
City of Porterville
599-781-6437 or email vratta@ci.porterville.ca.us

Questions concerning proposal submittal shall be addressed to:

Michael K. Reed
Public Works Director
559-782-7462

VII. ATTACHMENTS

Bid Proposal Form
Insurance Requirements and Forms
Asbestos/Lead Base Paint Survey Reports
General Contract
Project Photographs

BID PROPOSAL FORM

87 SOUTH "G" STREET SITE BUILDING DEMOLITION
BID PROPOSAL FORM
RFP

A. BASE BID

The undersigned declares that he/she has examined the location of the proposed work, that he/she has examined these contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all work in strict accordance with the said contract documents, for the lump sum of:

Total Base Bid Amount = \$ _____

Project completion: The Contractor shall commence work within ten (10) days of the Notice to Proceed (NTP), and diligently prosecute the work to completion within FIFTEEN (15) working days of said NTP.

Contractor's License Number: _____

Contractor's License Classification: _____

IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

Dated this _____ day of _____ 2017.

CONTRACTOR:

Signed: _____

By: _____
Print Name

TITLE: _____

Contractors Address: _____

Telephone Number: _____

Insurance Requirements & Forms

INSURANCE AND LIABILITY

Insurance

Neither the Contractor nor any subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.

Prior to execution of the Contract, the Contractor shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The Contractor shall not permit any subcontractor to commence work on this project until such subcontractor has furnished the City with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms approved by the City. The City may require the Contractor or any subcontractor to furnish complete certified copies of all insurance policies affecting the coverage required by the Contract.

All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the City and the Engineer.

The requirements as to the types, limits, and the City's approval of insurance coverage to be maintained by the Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

In addition to any other remedy the City may have, if the Contractor or any of the subcontractors fail to maintain the insurance coverage as required, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

Coverage Requirements

The Contractor and all subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by the Contractor and all subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

Worker's Compensation and Employer's Liability Insurance.

Worker's Compensation.

The Contractor and all subcontractors shall maintain insurance to protect the Contractor or subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Workers' Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. Prior to commencement of any work on the project, the Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents.

Claims Against City.

If an injury occurs to any employee of the Contractor or any of the subcontractors for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the said Acts, or for which compensation is claimed from the City, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due, the Contractor.

Commercial General and Automobile Liability Insurance.

Form and Amounts.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence for Automobile Liability Insurance. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence for Commercial General Liability Insurance with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

Additional Requirements.

The commercial general and automobile liability insurance coverage shall also include the following:

- a. A provision or endorsement naming the City and the City's consultants, and each of their officers, employees, agents and volunteers, each as additional insured with respect to any potential liability arising out of the performance of any work under the Contract, and providing that such insurance is primary insurance as respects the interest of the City, and that any other insurance, risk pool membership, or other liability

protection maintained by the City or maintained by the Engineer is excess to the insurance required hereunder, and will not be called upon to contribute to any loss unless and until all limits available under the contractor's and subcontractor's insurance policy/policies have been paid.

b. A "Cross Liability" or "Severability of Interest" clause. Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability, and Completed Operations coverages, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.

c. A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, indemnity and litigation costs.

d. A provision or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e. A provision or endorsement stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SPECIAL NOTICE: Claims Made Coverage.

Liability insurance coverage shall not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

Indemnity and Litigation Costs

Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the City, the Engineer and their consultants, and each of their officers, officials, employees agents and volunteers, from and against any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including without limitation attorneys' fees and other costs of litigation, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall not extend, however, to attorney fees and costs incurred by the City in prosecuting or defending against the Contractor in any proceeding, and shall imply no reciprocal right of the Contractor in any action on the Contract pursuant to Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subcontractor's agents, employees, and representatives, resulting in claim or liability, whether or not any acts or omissions of any of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.

In any and all claims against the City or the Engineer and their consultants, and each of their officers, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be

liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.

Accidents

The Contractor shall provide and maintain, in accordance with Labor Code section 6708 and OSHA requirements, adequate emergency first-aid treatment for its employees and subcontractors and anyone else who may be injured in connection with the work.

The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the Site, which cause death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the City and the Engineer.

If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

No Personal Liability

Neither the City, the Engineer, nor any of their other officers, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

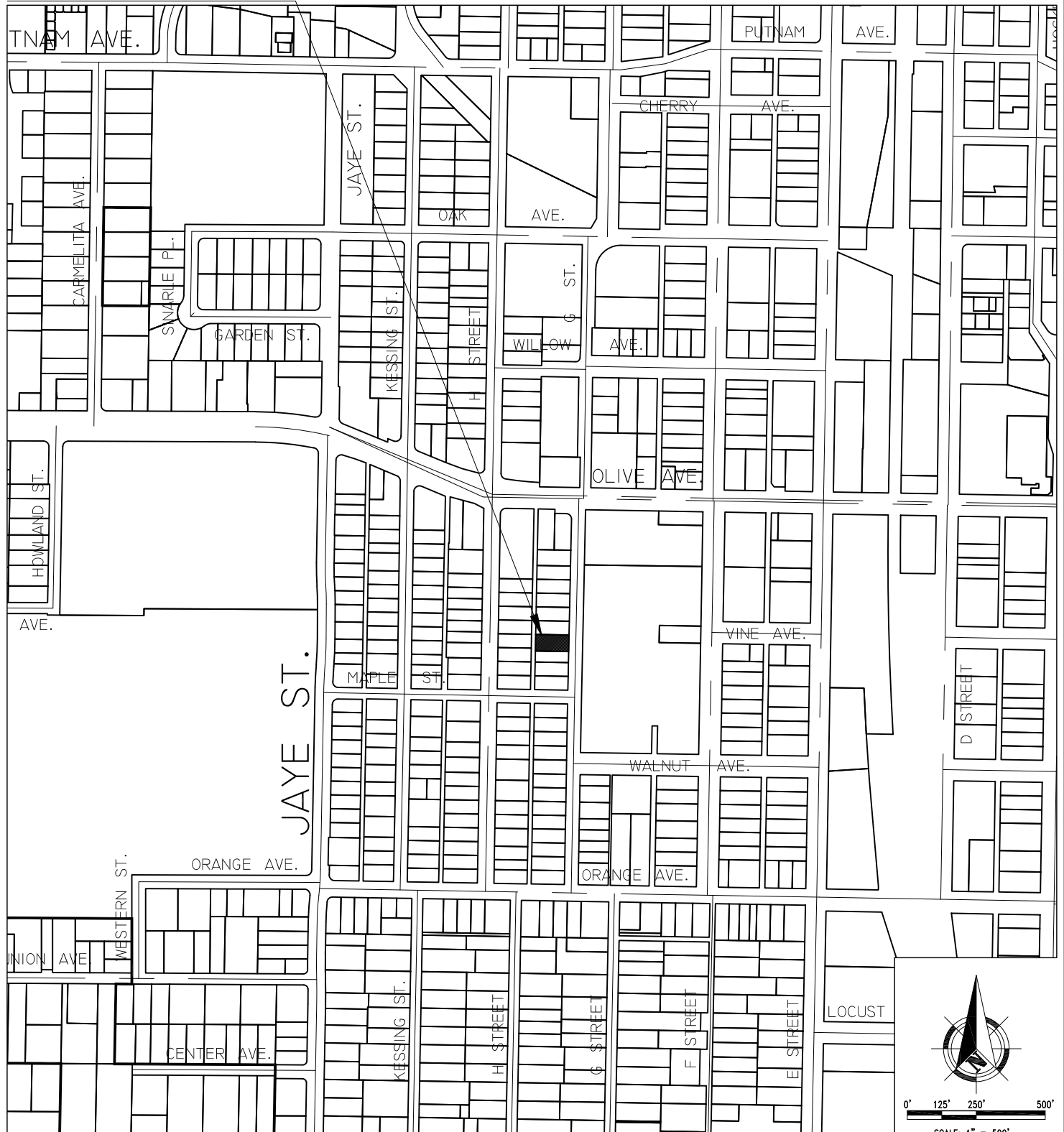
Asbestos & Lead Based Paint Survey Report

Project Vicinity Map

PROJECT VICINITY MAP

EXHIBIT "A"

PROJECT LOCATION



City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 782-7462

SCOPE OF WORK:

DEMOLITION AND HAUL OFF OF ALL DEBRIS
OF A 1656 SF RESIDENCE. DEMOLITION WILL
REQUIRE LEAD AND ASBESTOS ABETMENT.

OWNERS:

City of Porterville
291 N. Main Street
Porterville, CA 93257

APN:

260-192-007

ADDRESS:

87 S. G Street, Porterville, CA

AREA:

1656 SF Roof Area

DRAWN BY:

LC

CHCK BY:

MKR

87 South G Street House Demolition**10/27/17**

Lead and Asbestos abatement and Structure Demolition

City of Porterville, Engineer's Estimate

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Lead and Asbestos Demolition	1	LS	\$ 31,531.00	\$ 31,531.00
Subtotal					\$ 31,531.00
5% Construction Engineering					\$ 1,577.00
10% Contingency					\$ 3,154.00
New Total					\$ 36,262.00

Project Manager _____ Date _____

City Engineer _____ Date _____

Public Works Director _____ Date _____

City Manager _____ Date _____



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Program Supplement to the Local Agency-State Master Agreement
– Intersection of Olive Avenue and Newcomb Street

SOURCE: Public Works

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number F057 and requests that the City execute said agreement. The executed agreement shall become a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122F15.

The attached Program Supplement is for the replacement of existing traffic signals, addition of north bound and south bound protected left turn phasing, and the addition of mast arm mounted left turn heads at the intersection of Olive Avenue and Newcomb Street.

RECOMMENDATION: That the City Council:

1. Approve the program supplement by passing a Resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct the City Clerk to return the signed program supplement to the Department of Transportation.

ATTACHMENTS:

1. Program Supplement
2. Draft Resolution
3. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

PROGRAM SUPPLEMENT NO. F057
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122F15

Adv Project ID **Date:** September 29, 2017
0617000106 **Location:** 06-TUL-0-PTRV
 Project Number: HSIPL-5122(085)
 E.A. Number:
 Locode: 5122

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/19/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Intersection of Olive Ave. and Newcomb St.

TYPE OF WORK: Replace existing traffic signal, add NB/SB protected LT phasing, add **LENGTH:** 0.0(MILES)
 mast arm mounted LT heads

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$56,000.00		\$50,400.00	\$5,600.00	\$0.00

CITY OF PORTERVILLE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 9/29/17 \$50,400.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

RESOLUTION NO. ____-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. F057
TO ADMINISTERING THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122F15

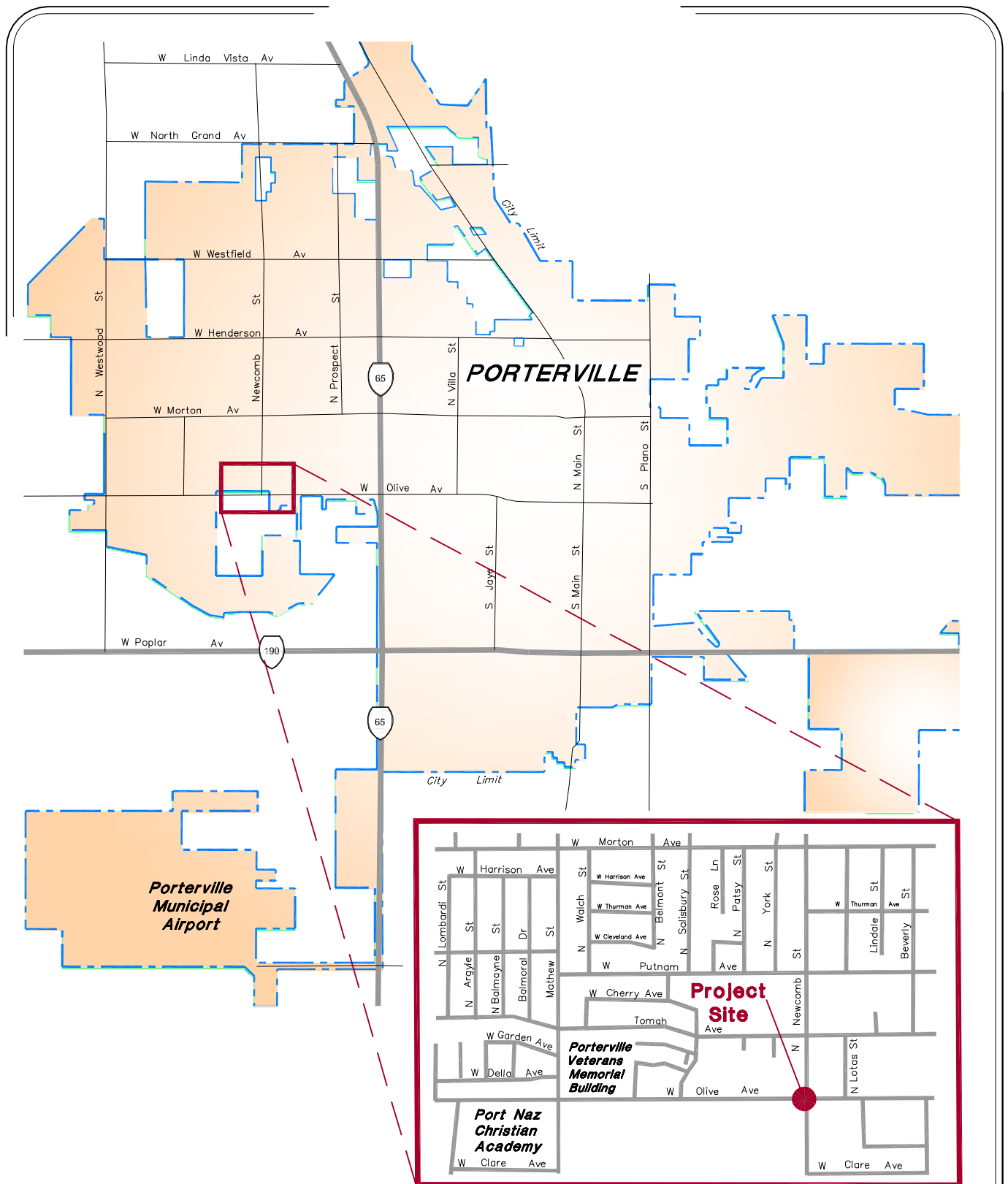
BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. F057 to administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15, for the replacement of existing traffic signals, addition of north bound and south bound protected left turn phasing and addition of a mast arm mounted left turn heads for the Olive Avenue and Newcomb Street intersection.

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



Olive/Newcomb HSIP Application

Figure 1

Vicinity Map





CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Request to set Public Hearing for the Review and Adoption of the Urban Water Management Plan 2015 Update

SOURCE: Public Works

COMMENT: The Urban Water Management Plan (UWMP) is a requirement of the Urban Water Management Planning Act (UWMPA) (Division 6, Part 2.6 of the California Water Code (CWC) §10610-10656). The UWMPs must be updated and submitted to the Department of Water Resources (DWR) every five years. The submittal is required to meet the requirements of the UWMPA, including the most current amendments that have been made. The UWMPA applies to urban water suppliers with 3,000 or more connections being served or supplying more than 3,000 acre-feet (AF) of water annually.

Changes to the UWMP affecting the UWMP 2015 update include:

- Demand Management Measures
- Electronic Submission
- Standardized Forms
- Water Loss
- Estimating Future Water Savings
- Defining Water Features

The 2010 UWMP required water suppliers to calculate their gallons per capita per day (gpcd) water used and determine a 2015 interim gpcd target and 2020 gpcd goal. The 2015 UWMP update requires water suppliers to verify population projections are based on the 2010 census data and allows for the recalculation of the 2020 gpcd goal. The City used the DWR Population Tool software to calculate the City's 2015 service population and kept its existing 2020 gpcd target. The City's 2015 gpcd was 187 gpcd and the 2020 target is 179 gpcd. In 2015, with the City's Water Conservation Plan in place, the City achieved a 130 gpcd water usage showing it can meet the 2020 gpcd target.

Staff's recommendation is to set the public hearing and have the Public Notice published to start the 60 day comment period.

RECOMMENDATION: That the City Council:

1. Direct the City Clerk to publish the Public Notice in the Porterville Recorder once a week for two successive weeks with at least 5 intervening days between publication dates; and

2. Set the Council meeting of February 6, 2018, as the time and place for a public hearing

ATTACHMENTS: 1. Urban Water Management Plan Update 2015

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE



URBAN WATER MANAGEMENT PLAN

2015 UPDATE

OCTOBER 2017

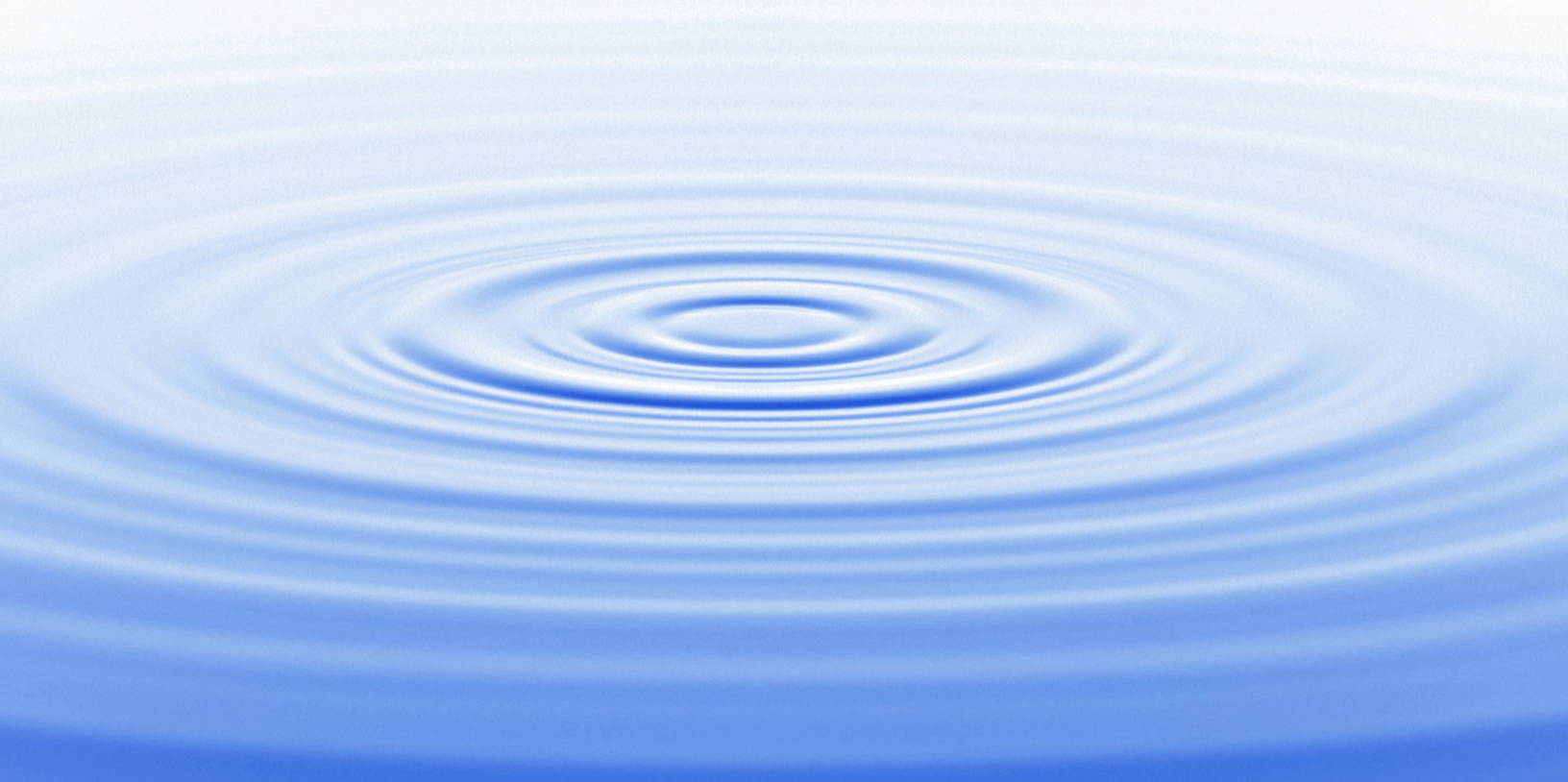


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ABBREVIATIONS – Entities

CDP.....	Census-Designated Place
CDPH.....	California Department of Public Health
DCTRA.....	Deer Creek and Tule River Authority
DWR.....	Department of Water Resources
ID.....	Irrigation District
IRWMP.....	Integrated Regional Water Management Plan
MOU.....	Memorandum of Understanding
PID.....	Porterville Irrigation District
SGMA.....	Sustainable Groundwater Management Act
SWRCB.....	State Water Resources Control Board
USBR.....	United States Bureau of Reclamation
UWMP.....	Urban Water Management Plan
UWMPA.....	Urban Water Management Plan Act
UWMPGB.....	UWMP 2010 Guidebook
WCP.....	Water Conservation Plan
WMP.....	Water Master Plan or Water System Master Plan

ABBREVIATIONS – Terminology & Units

AB.....	State Assembly Bill
ac.....	acre
ADD.....	Average Daily Demand
af.....	acre-feet
afy.....	acre-feet per year
bgs.....	below ground surface
cfs.....	cubic feet per second
CWC.....	California Water Code
DMM.....	Demand Management Measures
DU.....	Dwelling Unit
ETo.....	Evapotranspiration
ft.....	feet
gpd.....	gallons per day



gpcd	gallons per capita per day
MDD	Maximum Day Demand
MG	Million Gallons
mgd	million gallons per day
µg/L	micrograms per liter
pCi/L	picocuries per liter
PHG	Public Health Goal
PKH	Peak Hour Demand
psi	pounds per square inch
SB	State Senate Bill
TCP	1,2,3-Trichloropropane
UDB	Urban Development Boundary
ULF	Ultra-Low Flush Toilet



1 INTRODUCTION AND OVERVIEW

1.1 Background and Purpose

The Urban Water Management Plan (UWMP) is a requirement of the Urban Water Management Planning Act (UWMPA) (Division 6, Part 2.6 of the California Water Code [CWC] §10610-10656). The UWMPs must be filed every five years and submitted to the Department of Water Resources (DWR). The submittal is required to meet the requirements of the UWMPA, including the most current amendments that have been made. The UWMPA applies to urban water suppliers with 3,000 or more connections being served or supplying more than 3,000 acre-feet (AF) of water annually.

UWMPs are required of the state's urban water suppliers in an effort to assist their resource planning and to ensure adequate water supplies are available for future use. A secondary purpose of the UWMP is to provide for a plan or series of plans during water drought situations. This report was prepared according to the requirements of the CWC, UWMPA and the UWMP Guidebook 2015.

1.2 Urban Water Management Planning and the California Water Code

1.2.1 Urban Water Management Planning Act

In 1983, SB797 altered Division 6 of the CWC by producing the UWMPA. Since 1983, several amendments to the original document have increased the requirements of the UWMPs submitted today. One such amendment required projections for water use to extend 20 years at 5-year intervals. Recently, this has been increased to a 25-year projection providing for a minimum 20-year projection up until the next UWMP is completed.

Various other amendments have increased requirements to include sections on recycled water use, demand management measures (DMMs), water shortage contingency plans and reporting on distribution system water losses. Recycled water use sections were added to assist in evaluation of alternate water supplies for future use when projects exceed the current water supplies. Demand management measures must be clearly described including which measures are being implemented and which are scheduled for implementation in the future. Water contingency plans are to be prepared and coordinated with other water suppliers in the area for use during times of drought. Pertinent bills that have passed are included in **Table 1-1**.



Table 1-1: Pertinent Bills

Bill	Requirements
SB610 and AB901	Consideration of water availability when reviewing new large developments
SB318	Investigate possibilities of developing desalinated water
AB105	Submit UWMP to State Library
Water Conservation Bill (2009)	Urban water suppliers to reduce the statewide average per capita daily water consumption by 20% by December 31, 2020
AB 2409 (2010)	Urban water supplier shall analyze and define water features that are artificially supplied with water.
AB 2067 (2014)	Urban water supplier shall provide a narrative description that addresses the nature and extent of each water demand measure implemented over the past five years.
SB 1036 (2014)	Urban water supplier may voluntarily report energy-related information the urban water supplier deems appropriate.
SB 1420 (2014)	Urban water supplier shall quantify water distribution system losses.

1.2.2 Applicable Changes to the Water Code since 2010 UWMPs

The City of Porterville (City) previously prepared an UWMP in 2007 and updated the plan in 2014 (2010 UWMP update). This 2015 UWMP serves as an update to the previous UWMPs and complies with all new requirements and regulations.

Summary of new requirements:

- 1 Demand management measures CWC section 10631 (f)
- 2 Submittal Date CWC section 10621 (d)
- 3 Electronic Submittal CWC section 10644 (a)
- 4 Standardized Forms CWC section 10644 (a)
- 5 Water loss CWC Section 10631 (e)
- 6 Estimating Future water savings CWC Section 10631(e)
- 7 Voluntary Reporting of Energy Intensity CWC section 10631.2 (a)
- 8 Defining Water Features CWC Section 10632 (b)

1.3 Urban Water Management Plans in Relation to Other Planning Efforts

The City has strived to maximize their existing water resources to minimize the need to import water. This has been done through conservation programs, especially metering, to minimize per capita consumption. The City's per capita demands are lower than most cities in the area. Population growth and continued development will require on going evaluations of groundwater pumping demands. Drought impacts have stressed the local



groundwater supplies and well yields reflect a decline. Consequently, the City has begun to secure surface water contracts and implement efforts of ground water recharge.

The City of Porterville and Porterville Irrigation District (PID) have entered into discussions to establish a Memorandum of Understanding (MOU) regarding cooperative water operations. In the MOU, the two parties will agree to jointly develop and conduct programs to increase surface water imports to the City and PID.

The City has historically worked with other agencies in the management of their water resources.-The City began to build closer relations with the County of Tulare and nearby irrigation and water districts during preparation of the General Plan Update in 2006 and continues to build on those relationships through the establishment and implementation of the Sustainable Ground Water Management Act.

The Sustainable Groundwater Management Act (SGMA) went into effect January 1, 2015. SGMA requires that local water agencies within all medium and high-priority sub-basins form one or more Groundwater Sustainability Agencies (GSA) to prepare a Groundwater Sustainability Plan (GSP). GSA's must be formed by June 30, 2017 and GSPs must be adopted by January 31, 2020. The Tule Sub-basin, as defined in Bulletin 118 is one such Sub-basin.

Since late 2014, the public agencies in the Tule Sub-basin have been meeting to discuss the implementation of SGMA. In order to be in compliance with SGMA, all areas in a sub-basin must be covered by a GSA. If more than one GSA covers a sub-basin, a coordination agreement must be drafted and agreed upon by the GSAs.

Since 2015, the City Of Porterville, Porterville Irrigation District, Saucelito Irrigation District, Teapot Dome Water District, Vandalia Water District, Terra Bella Irrigation District, Kern-Tulare Water District, and the County have been meeting to form the Eastern Tule GSA to cover each District. The Boards and Council of county, city and districts approved an MOU (Tulare County Agreement No. 27407) with the Eastern Tule Interested Parties on November 3, 2015 (Resolution Number 2015-0916) and the pending Joint Powers Agreement with the Eastern Tule Interested Parties.

The City has entered into an MOU with Tule sub basin members to form an Integrated Regional Water Management Plan (IRWMP).

The City has hired a consulting firm to develop a Storm Water Resource Management Plan for the City. The Storm Water Resource Management Plan will focus on capturing and diverting storm water runoff into groundwater recharge basins during the rainy season. During the dry season, the City can purchase surface water from local irrigation district and use these same basins for groundwater recharge.



2 PLAN PREPARATION

2.1 Basis for Preparing a Plan

Legal Requirements:

CWC 10617

“Urban water supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems...

CWC 10620

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

CWC 10621

(a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero, except as provided in subdivision (d).

(d) Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.

As shown in **Standard UWMP Table 2-1**, the City has a total of 15,728 municipal water connections as of 2015 and supplied a total volume of 3,117 million gallons and therefore meets the definition of “Urban Water Supplier” and is required to update their UWMP.

Table 2-1 Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2015	Volume of Water Supplied 2015
5410010	City of Porterville	15,728	3,117
TOTAL		15,728	3,117

The City of Porterville does not participate in a Regional UWMP (see **Standard UWMP Table 2-2**). Since 2015 the City has been a member of the Eastern Tule GSA.



Table 2-2: Plan Identification		
Select Only One	Type of Plan	Name of RUWMP or Regional Alliance <i>if applicable</i> <i>drop down list</i>
☒	Individual UWMP	
	☐ Water Supplier is also a member of a RUWMP	
	☐ Water Supplier is also a member of a Regional Alliance	
☐	Regional Urban Water Management Plan (RUWMP)	

The City is a retail water agency, supplying water directly to end users within its service area. The City's only source of water is from groundwater supplies. The City of Porterville has elected to use a calendar year for the development of the 2015 UWMP. Units for the 2015 UWMP will be in million gallons unless stated otherwise (see **Standard UWMP Table 2-3**).

Table 2-3: Agency Identification	
Type of Agency (select one or both)	
☐	Agency is a wholesaler
☒	Agency is a retailer
Fiscal or Calendar Year (select one)	
☒	UWMP Tables Are in Calendar Years
☐	UWMP Tables Are in Fiscal Years
If Using Fiscal Years Provide Month and Date that the Fiscal Year Begins (mm/dd)	
Units of Measure Used in UWMP (select from Drop down)	
Unit	MG



2.2 Regional Planning

Legal Requirements:

CWC 10620

(d)(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

CWC 10642

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.

CWC 10621 (b)

Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

The efforts to prepare this UWMP were coordinated with appropriate agencies to provide the most accurate and clear representation of the water supply in the City. The City has chosen to do individual reporting for this UWMP update. **Table 2-A** below list the various agencies that were contacted concerning the City's 2015 UWMP update.

Table 2-A - Coordination with Appropriate Agencies

Coordinating Agencies	Participated in Developing the Plan	Commented on the Draft	Attended Public Meetings	Contacted for Assistance	Sent a Copy of the Draft Plan	Sent a Notice of Intention to Adopt
Porterville Irrigation District					X	X
Terra Bella ID					X	X
Saucelito ID					X	X
Lower Tule River ID					X	X
Vandalia ID					X	X
Tea Pot Dome ID					X	X
Tulare County					X	X
Tule River Association					X	X



3 SYSTEM DESCRIPTION

3.1 General Description

Legal Requirements:

CWC 10631

Describe the service area of the supplier.

3.1.1 Location and History

The city of Porterville is located in the San Joaquin Valley in central California. The city is nestled against the western edge of the Sierra Nevada foothills in the southern portion of Tulare County. Porterville is approximately 24 miles southeast of Visalia, California, and 50 miles north of Bakersfield, California. The Friant-Kern Canal, a major conveyance facility of the Central Valley Project, passes approximately four miles to the west of the center of the city. The City is also situated approximately one mile east of the Porterville Irrigation District (PID). PID encompasses about 17,400 acres in Tulare County.

The city of Porterville covered approximately 17.6 square miles in 2010 (2010 Census). This UWMP focuses on the city, but still addresses some areas outside of the City that are within the Planning Area as defined in the General Plan update. As described in the General Plan adopted in 2008, the Planning Area covers about 36,341 acres (56.8 square miles). Approximately 25,100 acres (39.2 square miles) or about 70 percent of the Planning Area lies outside of the existing city limits within unincorporated Tulare County. The Planning Area encompasses land that is of interest for long-term planning, including hillsides and surrounding agricultural land. However, being included within the Planning Area does not necessarily mean that the City is considering annexation.

The Porterville Development Center, home to approximately 360 residents, is in the City limits but has its own well system for potable water. The Porterville Development Center discharges its wastewater to the City's sewer collection system. Within the planning area but outside the City limits is an unincorporated area of the County known as East Porterville which has approximately 2400 residential homes which rely on individual wells as their water source. In the late 1970's the Porter Vista Public Utilities District was formed to provide sewer services to these residential homes with the wastewater collected being sent to the City's wastewater treatment facility for treatment.

The Tule River, which flows through the southern portion of the city, is one of the principal watercourses in Tulare County. The City is bisected by the Tule River, dividing the northern and southern portions of the City. Under normal conditions, discharge in the Tule River is regulated by Success Dam, located approximately five miles upstream. Tule River flood stages at the city have been reduced significantly by Success Dam, which is operated for flood control by the US Army Corps of Engineers. The 100-year floodplain for the Porterville urban area is delineated by the Federal Emergency Management Agency's (FEMA). Flood Insurance Rate Maps and these floodplains closely correspond to the watercourses that flow through the city. The main channel of the Tule River can



pass flows of about 10,000 cubic feet per second (cfs) before extensive damage occurs. Damage to urban property would occur at flows of approximately 16,000 cfs.

Porter Slough is a natural tributary of the Tule River and flows through the center of the urban area (see **Figure 3-A: Regional Location Map**). It originates from the Tule River approximately 4 miles upstream from the center of the city, and returns to the river approximately 17 miles below its point of origin. Porter Slough has a designated capacity of 450 cfs and is an officially designated floodway of Tule River, as determined by the Central Valley Flood Protection Board (known as the Reclamation Board prior to 2008). In practice, the policy has been to prevent Tule River flood flows from entering Porter Slough in order to avoid potential flooding problems in central Porterville. However, controlled flows are released into Porter Slough for groundwater recharge.

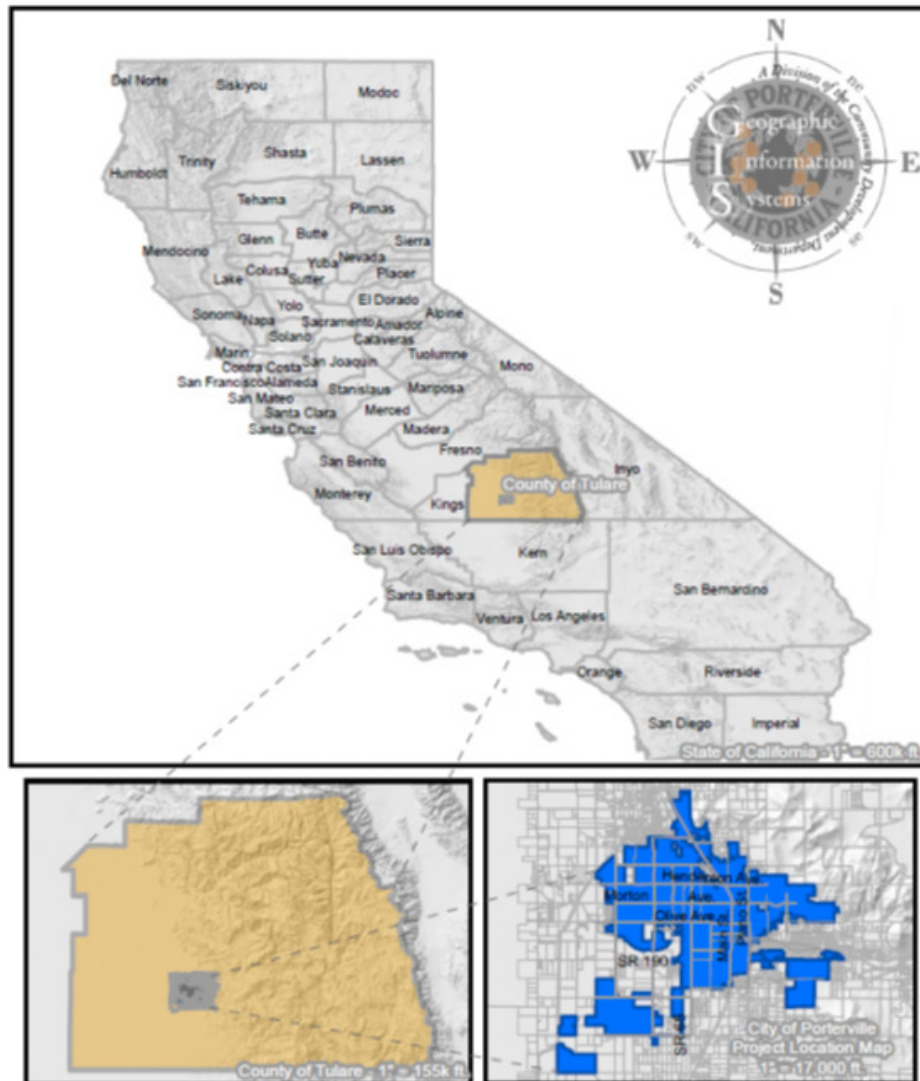
Private ditches form another major water feature in the area. Seven ditch companies divert water from points within the Planning Area: Pioneer, Campbell-Moreland, Porter Slough, Vandalia, Poplar, Hubbs-Miner, and Woods-Central. In addition to delivering water for irrigation, these ditches also provide extra capacity to carry peak flood flows and urban storm water runoff. The Friant-Kern Canal defines the western edge of the Planning Area. Water in the Canal is imported from the San Joaquin River northeast of Fresno, and distributed to the western portion of the Planning Area by the Porterville Irrigation District.



3.2 Service Area Boundary Maps

Figure 3-A shows the location of the City within the County and State.

Figure 3-A: Regional Location Map



According to the 2008 General Plan, Single-Family Residential and Public/Quasi-Public were the most significant existing land uses located within the 2005 city limits, each representing more than 20 percent of the total land use. More than 1,500 acres (17 percent) of the incorporated land was designated as vacant, with no identified land use designation. Within the Planning Area, approximately 21,270 acres (59 percent) of the total land area was being used for agriculture and other rural uses. Thirteen percent of the entire Planning Area was categorized as single family residential and 10 percent was considered vacant.

Other land uses in the Planning Area include commercial, retail, and industrial. Downtown lies near the center of the Planning Area, bordered by Morton Avenue to the north, Olive Avenue to the south, D Street to the west, and Fourth Street to the east. Main Street is the central commercial street. Other large commercial areas are located along State Route 65 (SR 65) and Olive Avenue. The majority of the industrial sites are in proximity to the intersection of SR 190 and Main Street, and in proximity to the Union Pacific Railroad. A few industrial developments are also located near the Porterville Municipal Airport. **Table 3-A** indicates the distribution of land amongst the various land use categories, as discussed in the 2008 General Plan.

Table 3-A: Land Use Categories (source: *Porterville General Plan (2008)*)

Land Use	<i>Incorporated</i>		<i>Unincorporated</i>		<i>Total Planning Area</i>	
	Area (acres)	Percent of Total (%)	Area (acres)	Percent of Total (%)	Area (acres)	Percent of Total (%)
Agricultural/Rural/Conservation	820	9%	20,390	75%	21,210	58%
Single-Family Residential	2,230	24%	2,525	9%	4,760	13%
Multi-Family Residential	170	2%	65	0%	240	1%
Retail Shopping	80	1%	0	0%	80	0%
Commercial	480	5%	277	1%	760	2%
Industrial	320	3%	31	0%	350	1%
Public/Quasi-Public	2,020	22%	614	2%	2,630	7%
Vacant	1,580	17%	2,009	7%	3,590	10%
Unclassified (roads, water, etc.)	1,461	16%	1,220	4%	2,680	7%
Total	9,161	100%	27,131	100%	36,300	100%

3.3 Service Area Climate

Porterville has an inland Mediterranean climate that is characterized by warm, dry summers and cooler winters. Summer high temperatures often exceed 100 degrees Fahrenheit (°F), averaging in the mid-90s. The daily summer temperature variation can be as much as 30°F. Winters are for the most part mild and humid. Average high temperatures during the winter are in the high 50s to low 60s, while the average daily low temperature is in the 40s. The average annual precipitation in the Porterville area is approximately 11 inches. Approximately 85 percent of the annual precipitation occurs between November and April. **Table 3-B** summarizes the climate data for the city.



Table 3-B: Climate Characteristics

Month	Average Eto	Maximum Temperature	Minimum Temperature	Average Temperature	Average Rainfall
January	1.04	58.5	38.6	48.5	2.10
February	1.88	64.9	42.0	53.5	1.94
March	3.65	71.1	45.7	58.4	2.00
April	5.53	77.2	49.2	63.2	1.05
May	7.20	85.9	55.5	70.7	0.41
June	8.00	93.3	61.8	77.6	0.10
July	8.40	98.8	67.6	83.2	0.02
August	7.46	97.7	65.8	81.8	0.02
September	5.56	92.6	61.0	76.8	0.16
October	3.89	82.3	52.4	67.4	0.56
November	1.89	68.4	43.3	55.8	1.15
December	1.05	58.6	38.0	48.3	1.71
Annual	55.55	79.2	51.8	65.5	11.22

Notes:

- 1) Rainfall and temperature data from Western Regional Climate Center, Porterville Station, based on data from 1981-2015.
- 2) Evapotranspiration data from California Irrigation Management Information System Porterville (#169) Station, based on data from 2000-2012.

3.4 Service Area Population and Demographics

CWC Section 10631

Describe the service area of the supplier, including current and projected population ... The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available .

The City's municipal water system serves both the residents of the City and a portion of Tulare County residents located outside the city limits but within the Urban Development Boundary (UDB). The DWR Population Tool was used to calculate the City's population served using the number of single family and multi-family residential connections, persons per connection and a GIS generated service area boundary map encompassing water service by address. The Population Tool generated a persons per connection for single family and multi-family service connections for the 2010 year. The 2010 persons per connection numbers were used to calculate the City's projected 2015 service population using 2015 single family and multi-family residential connections. The DWR Population Tool printout is included in Appendix E.



Based on California Department of Finance population estimates over the past 30 years (1985 to 2015), the city's population has grown at an average annual rate of 2.9 percent. However, the city's population growth has slowed to an average annual rate of 2.5 percent (2000 to 2015). The City estimates that future growth will follow the most recent 15 year average and a growth rate of 2.5 percent was used to estimate future population served. Additionally, projected population served estimates are based on the assumption that the population served growth rate will approximately match the historic growth rate of the City. This growth rate leads to a service population of 95,156 by the year 2030 (see **Standard UWMP Table 3-1**), which is slightly less than what is predicted in the 2008 General Plan which estimates the population to be 107,300 by 2030. **SB X7-7 Table 3** shows the historical population trends from 2001 through 2010.

The 2010 customers served population, will serve as the baseline population for estimating the 2015 service population used within this plan. The 2015 service connections were factored by the 2010 single-family and multi-family persons per connection calculations, to establish the 2015 service population. It is anticipated that in 2020 UWMP the population served within and outside the City limits will be reevaluated using the 2020 census data.

Table 3-1 Retail: Population - Current and Projected						
Population Served	2015	2020	2025	2030	2035	2040(opt)
	65,702	74,336	84,104	95,156	107,660	121,808



SB X7-7 Table 3: Service Area Population		
Year		Population
10 to 15 Year Baseline Population		
Year 1	2001	51,365
Year 2	2002	50,569
Year 3	2003	52,322
Year 4	2004	55,343
Year 5	2005	57,568
Year 6	2006	61,643
Year 7	2007	60,977
Year 8	2008	63,637
Year 9	2009	63,748
Year 10	2010	64,827
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
5 Year Baseline Population		
Year 1	2003	52,322
Year 2	2004	55,343
Year 3	2005	57,568
Year 4	2006	61,643
Year 5	2007	60,977
2015 Compliance Year Population		
2015		65,702



4 SYSTEM WATER USE

4.1 Recycled versus Potable and Raw Water Demand

This chapter addresses potable water demand and also provides for reporting of raw water demand for the year 2015. The City did not have a raw water use in 2015 and recycled water is addressed in section 6.5 of chapter 6.

Water demands (2015 DWR Public Water System Statistics) within the City's service area are largely residential, with commercial, industrial, institutional, and City-related consumption accounting for approximately 25% of the total water demand. As of 2015, the City has 15,249 metered services, which is 97% of the total service connections.

In 2015, the City produced 3,117 MG of water from groundwater supplies to serve a population of 65,702. **Standard UWMP Table 4-1** details the deliveries for 2015 in terms of use type.

The city's water use increased in a fairly linear fashion through 2007. Beginning in 2008, water use began to decline due to economic conditions and water conservation measures. It is anticipated that overall use will continue to increase, but at a slower pace due to growth policies and conservation measures being implemented.

Table 4-1 Retail: Demands for Potable and Raw Water - Actual			
Use Type (Add additional rows as needed)	2015 Actual		
Drop down list <i>May select each use multiple times</i> <i>These are the only Use Types that will be recognized by the WUEdata online submittal tool</i>	Additional Description (as needed)	Level of Treatment When Delivered <i>Drop down list</i>	Volume
Single Family		Drinking Water	1,786
Multi-Family		Drinking Water	356
Commercial	and Institutional	Drinking Water	424
Industrial		Drinking Water	17
Landscape		Drinking Water	156
Other		Drinking Water	129
Losses		Drinking Water	191
TOTAL			3,061

Approximately 97% of the City of Porterville and surrounding communities served by the City water supply system are metered. All new construction will be metered, and meters will be installed on existing unmetered services by 2025.



4.2 Water Uses by sector

CWC 10631

(e)(1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:

- (A) Single-family residential;*
- (B) Multifamily;*
- (C) Commercial;*
- (D) Industrial;*
- (E) Institutional and governmental;*
- (F) Landscape;*
- (G) Sales to other agencies;*
- (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof;*
- (I) Agricultural.*

(e)(2) The water use projections shall be in the same 5-year increments described in subdivision (a).

Since 2010, new connections to the water system have been added at an average annual rate of 0.7% with an overall water demand decrease of 5.0% per year. Approximately 97% of the system is metered, which intrinsically commands a water use efficiency characteristic within the community, promoting conservation. Although the system is largely metered such a decrease in total water use can only be attributed to the recent back to back years of drought, requiring the city to implement strict water conservations measures (see section 8). If over the next five years precipitation trends more towards average and away from our current drought situation, then future water deliveries will likely be higher on a per capita basis than we experienced in 2015 due to a reduced level of conservation required by the city. In such a case, the city will closely monitor the per capita usage, adjusting the conservation level as needed, to insure per capita usage is at or below the city's 2020 goal of 179 gpcpd.

Standard UWMP Table 4-2 illustrates the projected water demand by use type from 2020 to 2040 in million gallons per year. These projections are based on an average gpcpd use of 179. **Standard UWMP Table 4-3** shows the total yearly projected potable and recycled water demand from 2020 to 2040.



Table 4-2 Retail: Demands for Potable and Raw Water - Projected

Use Type <i>(Add additional rows as needed)</i>	Additional Description <i>(as needed)</i>	Projected Water Use <i>Report To the Extent that Records are Available</i>				
<u><i>Drop down list</i></u> <i>May select each use multiple times</i> <i>These are the only Use Types that will be recognized by the WUEdata online submittal tool</i>		2020	2025	2030	2035	2040-opt
Single Family		2,835	3,208	3,629	4,104	4,645
Multi-Family		565	639	723	819	926
Commercial		673	762	862	975	1,102
Industrial	and Institutional	28	31	35	40	45
Landscape		248	280	317	359	406
Other		205	232	263	298	337
Losses		303	343	388	439	497
TOTAL		4,857	5,495	6,217	7,034	7,958

Table 4-3 Retail: Total Water Demands

	2015	2020	2025	2030	2035	2040 (opt)
Potable and Raw Water <i>From Tables 4-1 and 4-2</i>	3,061	4,857	5,495	6,217	7,034	7,958
Recycled Water Demand* <i>From Table 6-4</i>	861	974	1,102	1,247	1,411	1,596
TOTAL WATER DEMAND	3,922	5,831	6,597	7,464	8,445	9,554
*Recycled water demand fields will be blank until Table 6-4 is complete.						



4.3 Distribution System Water Losses

CWC 10631

(e)(1) Quantify, to the extent records are available, past and current water use over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:...

(J) Distribution system water loss

(3)(A) For the 2015 urban water management plan update, the distribution system water loss shall be quantified for the most recent 12-month period available. For all subsequent updates, the distribution system water loss shall be quantified for each of the five years preceding the plan update.

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

The 2015 UWMP requires the distribution losses be quantified over the most recent 12-month period. Distribution losses shall be reported in accordance with the water system balance methodology developed by the American Water Works Association (AWWA). The results of that analysis are shown below in **Standard UWMP Table 4-4**. The AWWA system loss methodology estimates system losses at 191 MG for 2015. This equates to approximately 6% of the total production for that year,

Table 4-4 Retail: 12 Month Water Loss Audit Reporting	
Reporting Period Start Date (mm/yyyy)	Volume of Water Loss*
01/2015	191
* Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.	



4.4 Estimating Future Water Savings

CWC 10631

(e)(4)(A) If available and applicable to an urban water supplier, water use projections may display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections. (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

In 2015 the City adopted landscape ordinance 1830 that limited the type and quantity of landscaping allowed within the City. The landscape ordinance limits the amount of turf that could be installed based on zoning type and restricts plants to largely native or drought tolerant species. Although this ordinance was put in place with the intent to reduce outdoor water usage, the extent of the savings has not been quantified at this time.

4.5 Water Use for Lower Income Households

CWC 10631.1

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

California Health and Safety Code 50079.5

(a) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families... In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

The City of Porterville General Plan references the Housing Element, which is included in a separate volume and was adopted in March 2004. The Housing Element has since been updated twice, with the current Housing Element adopted on December 15th, 2015. The Housing Element contains the Regional Housing Needs Allocation (RHNA) and the assumptions used to develop the allocations. The RHNA identified the need to construct

SECTION FOUR

312 extremely-low income, 311 very-low income, and 576 low income housing units by 2023.

The Housing Element states that 59% of Porterville households earned less than 80% of the City's median income in 2013. The water use for low income households was calculated using the 2015 residential connection count and 3.39 persons per occupied household (Housing Element Rpt. Page 30-32) and the interim demand target of 190 gpcd for 2015, and the 2020 target of 179 gpcd for the years 2020 through 2035.

Figure 4-1: Low Income Projected Water Demands

Low Income Water Demands	2015	2020	2025	2030	2035
Residential	1913	2068	2068	2068	2068
Total	1913	2068	2068	2068	2068
Units : MG					

Standard UWMP Table 4-5 show that future water savings were not included in future water use projections.

Table 4-5 Retail Only: Inclusion in Water Use Projections	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) <i>Drop down list (y/n)</i>	No
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, etc... utilized in demand projections are found.	
Are Lower Income Residential Demands Included In Projections? <i>Drop down list (y/n)</i>	Yes



5 SB X7-7 BASELINES AND TARGETS

5.1 Guidance for Wholesale Agencies

The UWMP requires retail water agencies that receive wholesale water to report the projected water demand data sent to each wholesaler. The City of Porterville does not provide wholesale water to other water retail agencies.

CWC 10608.36

Urban wholesale water suppliers shall include in the urban water management plans... an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

For purposes of identifying baselines and targets, the following definition applies:

CWC 10608.12

(r) "Urban wholesale water supplier" means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

5.2 Updating Calculations from 2010 UWMP

With the adoption of the Water Conservation Act of 2009 (SB X7-7) the State is required to set a goal of reducing urban water use by 20 percent by the year 2020. The City used the 10-year baseline period in the 2010 UWMP to calculate its water use targets. The City's water use target for 2020 is 179 gpcd, while the interim 2015 target is 187 gpcd (based on 50% of the target conservation below the 10-year baseline). The 2020 target was determined using Method 3, 95% of the regional water conservation goal. According to DWR guidelines, this target is valid because it is less than the target confirmation. The City is not updating its water use targets as part of the 2015 UWMP update.

5.3 Baseline Periods

CWC 10608.20

(e) An urban retail water supplier shall include in its urban water management plan due in 2010... the baseline daily per capita water use... along with the bases for determining those estimates, including references to supporting data.

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).

SB X7-7 Table -1 shows the 5 and 10 year baseline year ranges used to calculate the baseline and target GPCD values. The City did not update its 2020 urban use water target in this 2015 plan update.



5.3.1 Determination of the 10-15 year Baseline Period (Baseline GPCD)

CWC 10608.12

(b) "Base daily per capita water use" means any of the following:

- (1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
- (2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

The baseline years used to calculate the City's average water use in GPCD for the 5 year and 10 year baseline periods are the same as determined in the 2010 UWMP update. These baseline periods are tabulated in SB X7-7 Table-1 below. No recycled water was delivered to users as part of the City's water deliveries.

SB X7-7 Table-1: Baseline Period Ranges			
Baseline	Parameter	Value	Units
10- to 15-year baseline period	2008 total water deliveries	4,436	Million Gallons
	2008 total volume of delivered recycled water	-	Million Gallons
	2008 recycled water as a percent of total deliveries	0.00%	Percent
	Number of years in baseline period ^{1,2}	10	Years
	Year beginning baseline period range	2001	
	Year ending baseline period range ³	2010	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2003	
	Year ending baseline period range ⁴	2007	
¹ If the 2008 recycled water percent is less than 10 percent, then the first baseline period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first baseline period is a continuous 10- to 15-year period. ² The Water Code requires that the baseline period is between 10 and 15 years. However, DWR recognizes that some water suppliers may not have the minimum 10 years of baseline data.			
³ The ending year must be between December 31, 2004 and December 31, 2010.			
⁴ The ending year must be between December 31, 2007 and December 31, 2010.			



5.4 Service Area Population

CWC 10608.20

(e) An urban retail water supplier shall include in its urban water management plan due in 2010...the baseline per capita water use,...along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

CWC10644

(a)(2) The plan...shall include any standardized forms, tables or displays specified by the department.

The City's service area population was determined using the DWR Population Tool and is discussed in section 3.4 of this Plan.

SB X7-7 Table 2: Method for Population Estimates	
Method Used to Determine Population (may check more than one)	
☐	1. Department of Finance (DOF) DOF Table E-8 (1990 - 2000) and (2000-2010) and DOF Table E-5 (2011 - 2015) when available
☐	2. Persons-per-Connection Method
☒	3. DWR Population Tool
☐	4. Other DWR recommends pre-review
NOTES:	



5.5 Gross Water Use

CWC 10608.12

(g) “Gross Water Use” means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

- (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier
- (2) The net volume of water that the urban retail water supplier places into long term storage
- (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier
- (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

California Code of Regulations Title 23 Division 2 Chapter 5.1 Article

Section 596 (a) An urban retail water supplier that has a substantial percentage of industrial water use in its service area is eligible to exclude the process water use of existing industrial water customers from the calculation of its gross water use to avoid a disproportionate burden on another customer sector.

Gross Water Use is the total volume of water entering the distribution system of the water supplier with the following exceptions:

1. Recycled water delivered within the service area.
2. The net volume of water the retail supplier puts into long term storage.
3. The volume of water transferred to another water supplier.
4. The volume of water delivered for agricultural use.
5. Process water

The gross water use for each year in the baseline years is tabulated in SB X7-7 Table 5. The City has not deducted any indirect recycled water or process water from its annual gross water production.

5.6 Baseline Daily per Capita Water use

The first step in baseline calculations is to determine the daily per capita water use in each of the baseline years. This is done in SB X7-7 Table 5 below.



SB X7-7 Table 5: Gallons Per Capita Per Day (GPCD)				
Baseline Year <i>Fm SB X7-7 Table 3</i>		Service Area Population <i>Fm SB X7-7 Table 3</i>	Annual Gross Water Use <i>Fm SB X7-7 Table 4</i>	Daily Per Capita Water Use (GPCD)
10 to 15 Year Baseline GPCD				
Year 1	2001	51,365	3,641	194
Year 2	2002	50,569	4,072	221
Year 3	2003	52,322	4,021	211
Year 4	2004	55,343	4,169	206
Year 5	2005	57,568	3,972	189
Year 6	2006	61,643	4,160	185
Year 7	2007	60,977	4,488	202
Year 8	2008	63,637	4,436	191
Year 9	2009	63,748	4,287	184
Year 10	2010	64,827	4,036	171
Year 11	0	-	-	
Year 12	0	-	-	
Year 13	0	-	-	
Year 14	0	-	-	
Year 15	0	-	-	
10-15 Year Average Baseline GPCD				195
5 Year Baseline GPCD				
Baseline Year <i>Fm SB X7-7 Table 3</i>		Service Area Population <i>Fm SB X7-7 Table 3</i>	Gross Water Use <i>Fm SB X7-7 Table 4</i>	Daily Per Capita Water Use
Year 1	2003	52,322	4,021	211
Year 2	2004	55,343	4,169	206
Year 3	2005	57,568	3,972	189
Year 4	2006	61,643	4,160	185
Year 5	2007	60,977	4,488	202
5 Year Average Baseline GPCD				199
2015 Compliance Year GPCD				
2015		65,702	3,117	130
NOTES:				



5.7 2015 and 2020 Targets

CWC 10608.20

(e) An urban retail water supplier shall include in its urban water management plan due in 2010. . . urban water use target, interim urban water use target,...along with the bases for determining those estimates, including references to supporting data (10608.20(e)).

CWC 10608.20

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan...

The Water Conservation Act of 2009 (SB X7-7) governs water conservation in California and requires water suppliers to increase water efficiency by decreasing per-capita consumption by a State mandated 20% by the year 2020 with 2015 being an interim year to measure progress.

The DWR has devised four different methods to determine water conservation targets. The City used Method #3 in its 2010 UWMP and will keep the same method and target values for this 2015 UWMP update.

5.7.1 Select and Apply a Target Method

Method 1 is based upon the determined base daily per capita use as determined by the water supplier. The base daily per capita use is 195 gallons per capita per day (gpcd). Method 1 requires that this usage be reduced to by 20%, yielding a target use of 156 gpcd.

Method 2 uses commercial, industrial, institutional, indoor residential, and landscape water usage quantities to calculate a water use target. The City's data is deficient of landscape water usage, therefore making this method impractical for use in calculating a target water use.

Method 3 is based upon the hydrologic region target, which is reduced by 5% to obtain the 95% target. According to the 20x2020 Water Conservation Plan, the region-specific conservation goal is 188 gpcd for the Tulare Lake region. With this information, Method 3 yields a target use of 179 gpcd.

Method 4 identifies water savings through identified practices and subtracts them from the base daily per capita use value determined by the water supplier. The water savings in certain categories can be used to reduce the base daily per capita use value.



5.7.2 5-Year Baseline – 2020 Target Confirmation

CWC 10608.22

Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

SB X7-7 Table 7-F calculates the target daily per capita water use per Method 3 and confirms the Calculated 2020 target is less than 95% of the 5 year baseline GPCD.

SB X7-7 Table 7-F: Confirm Minimum Reduction for 2020 Target			
5 Year Baseline GPCD From SB X7-7 Table 5	Maximum 2020 Target ¹	Calculated 2020 Target ²	Confirmed 2020 Target
199	189	179	179
¹ Maximum 2020 Target is 95% of the 5 Year Baseline GPCD except for suppliers at or below 100 GPCD. ² 2020 Target is calculated based on the selected Target Method, see SB X7-7 Table 7 and corresponding tables for agency's calculated target.			
NOTES:			

5.7.3 Calculate the 2015 Interim Urban water Use Target

The 2015 Interim Target is the value halfway between the 10- to 15-year Baseline GPCD (from SB X7-7 Table 5) and the confirmed 2020 Target (SB X7-7 Table 7).

The Interim 2015 Target is 189 GPCD which is the midpoint between the 10- to 15-year Baseline and the 2020 Target GPCD.



SB X7-7 Table 7-E identifies the Hydrologic Region where the City is located and the Method 3 Regional target used.

SB X7-7 Table 7-E: Target Method 3				
Agency May Select More Than One as Applicable	Percentage of Service Area in This Hydrological Region	Hydrologic Region	"2020 Plan" Regional Targets	Method 3 Regional Targets (95%)
☐		North Coast	137	130
☐		North Lahontan	173	164
☐		Sacramento River	176	167
☐		San Francisco Bay	131	124
☐		San Joaquin River	174	165
☐		Central Coast	123	117
☒		Tulare Lake	188	179
☐		South Lahontan	170	162
☐		South Coast	149	142
☐		Colorado River	211	200
Target <i>(If more than one region is selected, this value is calculated.)</i>				0
NOTES:				



5.7.4 Baselines and Target Summary

Table 5-1 is a summary of the baseline and target calculations.

Table 5-1 Baselines and Targets Summary Retail Agency or Regional Alliance Only					
Baseline Period	Start Year	End Year	Average Baseline GPCD*	2015 Interim Target *	Confirmed 2020 Target*
10-15 year	2001	2010	195	187	179
5 Year	2003	2007	199		
*All values are in Gallons per Capita per Day (GPCD)					

5.8 2015 Compliance Daily per Capita Water Use (GPCD)

CWC 10608.12

(e) "Compliance daily per-capita water use" means the gross water use during the final year of the reporting period...

CWC 10608.24

(a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

CWC 10608.20

(e) An urban retail water supplier shall include in its urban water management plan due in 2010 . . . compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.



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SB X7-7 Table 9 calculates actual gallons per capita per day using actual 2015 data and shows that the City achieved the 2015 interim GPCD target. No adjustments were made to the calculated 2015 GPCD.

SB X7-7 Table 9: 2015 Compliance

Actual 2015 GPCD	2015 Interim Target GPCD	Optional Adjustments <i>(in GPCD)</i>					2015 GPCD <i>(Adjusted if applicable)</i>	Did Supplier Achieve Targeted Reduction for 2015?
		Enter "0" if Adjustment Not Used			TOTAL Adjustments	Adjusted 2015 GPCD		
		Extraordinary Events	Weather Normalization	Economic Adjustment				
130	187	<i>From Methodology 8 (Optional)</i>	<i>From Methodology 8 (Optional)</i>	<i>From Methodology 8 (Optional)</i>	-	130	130	YES

NOTES:

5.9 Regional Alliance

The City is not in a Regional Alliance for complying with Sb X7-7 requirements.



6 SYSTEM SUPPLIES

6.1 Purchased or Imported water

The City does not import water for distribution into its water system however the City does purchase surface water for groundwater recharge.

6.2 Groundwater

CWC 10631

(b) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater

UWMP requirements state the water supplier must describe their existing and planned water supply sources for the next 20 years. The following description includes information such as water rights, an overdraft summary, any adjudication decrees and other pertinent information.

6.2.1 Basin Description

The city is located within the Tule Sub-basin of the San Joaquin Valley Groundwater Basin. The Tule Sub-basin is not presently adjudicated but is considered to be in a state of overdraft. The area is underlain by an unconfined aquifer which receives groundwater recharge from the Sierra Nevada Mountains and seepage from the Tule River and irrigation ditches. The alluvial fans of the Tule River provide highly permeable area in which groundwater is readily replenished. Annual rainfall in Porterville usually ranges from eight to 12 inches; however, there is no estimate of what percentage of rainfall reaches the groundwater supply.

Groundwater quality in the Porterville area is generally good. Groundwater quality and quantity is generally better on the western edge of town, which is why most of the production wells are located in that area. A few wells have been shut down due to water quality problems. Wells adjacent to Porter Slough have been closed due to Tetrachloroethylene (PCE) contamination, and a few wells in the downtown area and eastern portion of town have nitrate problems (originating from citrus orchards). All active wells produce water that meets State and Federal drinking water quality standards. The City does not currently treat any groundwater supply well.

More detailed information on the groundwater conditions within the city of Porterville area is provided in an October 2009 report prepared by Kenneth Schmidt and Associates, entitled *Groundwater Conditions within the City of Porterville Urban Area Boundary*.



6.2.2 Groundwater Management

CWC 10631

(b) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(1) A copy of any groundwater management plan adopted by the urban water supplier...or any other specific authorization for groundwater management.

(2) ...For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.

The City does not currently have a Groundwater Management Plan (GMP). The Deer Creek and Tule River Authority (DCTRA) is a joint powers authority comprised of five local irrigation districts in the vicinity of Porterville. The DCTRA adopted a new Groundwater Management Plan (GMP) in the summer of 2006. The City may consider becoming a partial or full member of the DCTRA and signatory to the GMP, or the City may develop their own GMP. The City is a member of the Eastern Tule GSA which has been formed under SGMA to develop a groundwater management plan for the Tule sub-basin. The Tule sub-basin is not an adjudicated groundwater basin.

6.2.3 Overdraft Conditions

The Tule Sub-basin is considered to be in a state of overdraft as groundwater levels have declined an average of 0.75 feet per year on well hydrographs completed by the Department of Water Resources. In addition, well yields have decreased substantially in the past 10 years. Some City wells have had capacity reductions from 1,500 gallons per minute (gpm) to 500 or 600 gpm. New wells typically have capacities of 500 gpm or less (General Plan).

According to a 2009 Ken Schmidt report regarding groundwater conditions within the city of Porterville,

“The decreases in specific capacities and pumping rates for a number of City wells are not indicative of an overall long-term overdraft, or that the City may ‘run out of water’ within a few years. Rather, they are indicative of short-term decreases in saturated thickness during droughts, and for some flo-path wells, of well plugging.”



6.2.4 Historical Groundwater Pumping

CWC 10631

(b) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

((3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

The City of Porterville has historically relied on groundwater to supply municipal water to its residents. In addition to groundwater, the City has purchase rights for about 900 AF annually of surface water from the Pioneer Ditch Company and Porter Slough Ditch Company (General Plan 2008). Some of this surface water is used for a small pond at Murry Park in Porterville, but historically most of this water has not been used by the City. In 2015 the City began to purchase its allotted surface water and began a ground water recharge program.

The City's Public Works Department operates and maintains the City's water distribution system. The system provides potable water to customers within the City limits and some customers outside the city limits but within the Urban Development Boundary. The City also owns and operates a small water system west of the City and outside the Urban Development Boundary. This small system, known as Jones Corner, consists of one main well and one backup well and services 118 customers.

The City currently has 35 active wells serving the Planning Area. Water is distributed from the wells through approximately 200 miles of pipeline operated and maintained by the Public Works Department. The City has approximately 15728 metered connections, of which approximately 13,792 are residential meters.

The City's municipal wells are generally scattered west of Plano Avenue and south of Westfield Avenue. The area east of Plano Avenue is considered water deficient. The City currently operates and maintains six hillside reservoirs, including three 3.0 million gallon reservoirs, one 550,000 gallon reservoir, and two 300,000 gallon reservoirs.

The City of Porterville expects to update their Water System Master Plan in 2018. This will include a water balance study as well as analysis of the distribution facilities needed to accommodate population growth, potential need for a surface water treatment plant, and the facilities needed to accept and recharge surface water. After completion of the Master Plan, several new projects will likely be identified to improve the distribution system and provide greater assurance that the City can meet peak water demands.



The groundwater volumes pumped in the last five years are listed in Table 6-1.

Table 6-1 Retail: Groundwater Volume Pumped						
☐	Supplier does not pump groundwater. The supplier will not complete the table below.					
Groundwater Type <i>Drop Down List</i> <i>May use each category multiple times</i>	Location or Basin Name	2011	2012	2013	2014	2015
<i>Add additional rows as needed</i>						
Alluvial Basin	Tule Sub-basin	3955	4220	4276	3877	3117
TOTAL		3,955	4,220	4,276	3,877	3,117

6.3 Surface Water

The Porterville Irrigation District, located west of the City, has appropriate water rights on the Tule River and Central Valley Project Friant Division water rights. Due to the seasonal nature of water supplies and demands, the Porterville Irrigation District sometimes has more water available to its landowners than they can reasonably use at the time. It is during these periods that PID would be able to sell some of their water to the City. The City and PID have held several meetings to discuss surface water purchases and both sides are committed to holding future discussions in hope to ultimately negotiate a surface water purchase agreement.

The City has purchase rights for about 900 AF annually of surface water from the Pioneer Ditch Company and Porter Slough Ditch Company (General Plan 2008). This surface water is currently used for groundwater recharge within the city's detention basins. The City does not use surface water for its supply source.

The City has established a goal of gradually reducing groundwater pumping to match the aquifer safe yield by 2020 (UWMP 2007). The City anticipates purchasing surface water and implementing water conservation programs to meet the remaining demands.

6.4 Storm Water

The City currently owns and operates approximately 25 storm water detention basins, which allow for incidental groundwater recharge. The City will consider additional water detention basins, which could serve as both storm water detention and groundwater recharge. Some of the best topsoil for groundwater recharge are located along the present or ancestral channels of the Tule River (General Plan).

6.5 Wastewater and Recycled Water

CWC 10633

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.

The City owns and operates a wastewater treatment plant that provides secondary level treatment of all of the city's wastewater.

Since 1977 the City has received and treated wastewater from the Porter Vista Public Utility District (PVPUD) which services the unincorporated East Porterville area. It is estimated that PVPUD discharged 102 MG of wastewater to the City's Wastewater Treatment Facility for treatment in 2015. This estimate is based on an average daily discharge of 117 gallons per day from 2400 housing units. The Porterville Development Center has their own well system but discharges its wastewater to the City's wastewater treatment facility for treatment. There is no estimate of the quantity of wastewater discharged from this facility.

Table 6-2 shows the wastewater collected within the City's service area and from the PVPUD. The City's wastewater collection system services approximately 86% of City's service area based on the percentage of service population residing within the City limits. The 14% of the service area not in the city limits are still using septic tanks.



Table 6-2 Retail: Wastewater Collected Within Service Area in 2015

☐		There is no wastewater collection system. The supplier will not complete the table below.				
		Percentage of 2015 service area covered by wastewater collection system <i>(optional)</i>				
		Percentage of 2015 service area population covered by wastewater collection system <i>(optional)</i>				
Wastewater Collection			Recipient of Collected Wastewater			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? <i>Drop Down List</i>	Volume of Wastewater Collected from UWMP Service Area 2015	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? <i>Drop Down List</i>	Is WWTP Operation Contracted to a Third Party? <i>(optional)</i> <i>Drop Down List</i>
<i>Add additional rows as needed</i>						
City of Porterville	Metered	1,480	City of Porterville	City of Porterville Waste Water Treatment Facility	Yes	No
PVPUD	Estimated	102	City of Porterville	COP WWTF	Yes	No
Total Wastewater Collected from Service Area in 2015:		1,582				

In 2015, the city treated approximately 4.3 million gallons (MG) of wastewater each day (1,582 MG for 2015). In 2015 wastewater generation has averaged about 50.8% of total water used. The difference between the water demand and effluent is considered the outside water use. Accordingly, the wastewater generation will increase to an estimated 10 MG/day (annual average) by 2030. Table 6-3 identifies the volume of wastewater either recycled or disposed of within the service area.



Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2015										
☐	No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.									
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number (optional)	Method of Disposal <i>Drop down list</i>	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treatment Level <i>Drop down list</i>	2015 volumes			
							Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area
Add additional rows as needed										
City of Porterville Waste Water Treatment Facility	City of Porterville	Adjacent to and southwest of the Porterville Airport		Land disposal	Yes	Secondary, Undisinfected	1,582	1,510	861	0
Total							1,582	1,510	861	0

The City currently uses wastewater treatment plant effluent (recycled water) for groundwater recharge and crop irrigation per its Waste Discharge Requirement (WDR) permit. Six ponds are used to percolate treated wastewater effluent during fall and winter then in spring and summer the effluent is used to irrigate crops such as alfalfa, oat hay, sudan grass and corn. Crops are irrigated with recycled water on agricultural land located about five to six miles from the city's center. The City has annexed this land so they can keep it under agricultural production and ensure that there is always a demand for the effluent. This is considered a beneficial use of the recycled wastewater. Table 6-4 shows the current and projected recycled water use within the City's service area.



SECTION SIX

Table 6-4 Retail: Current and Projected Recycled Water Direct Beneficial Uses Within Service Area								
☐	Recycled water is not used and is not planned for use within the service area of the supplier. The supplier will not complete the table below.							
Name of Agency Producing (Treating) the Recycled Water:		City of Porterville						
Name of Agency Operating the Recycled Water Distribution		City of Porterville						
Supplemental Water Added in 2015		None						
Source of 2015 Supplemental Water		N/A						
Beneficial Use Type	General Description of 2015 Uses	Level of Treatment <i>Drop down list</i> Secondary, Undisinfected	2015	2020	2025	2030	2035	2040 (opt)
Agricultural irrigation	Agricultural irrigation		861	974	1,102	1,247	1,411	1,596
Landscape irrigation (excludes golf courses)								
Golf course irrigation								
Commercial use								
Industrial use								
Geothermal and other energy production								
Seawater intrusion barrier								
Recreational impoundment								
Wetlands or wildlife habitat								
Groundwater recharge (IPR)*								
Surface water augmentation (IPR)*								
Direct potable reuse								
Other <i>(Provide General Description)</i>								
		Total:	861	974	1,102	1,247	1,411	1,596
*IPR - Indirect Potable Reuse								

Due to water conservation efforts in 2015 the City produced less source water and therefore had less wastewater to treat resulting in less water being recycled in 2015 than projected in the 2010 UWMP. See Table 6.5.



Table 6-5 Retail: 2010 UWMP Recycled Water Use Projection Compared to 2015 Actual

☐		Recycled water was not used in 2010 nor projected for use in 2015. The supplier will not complete the table below.	
Use Type		2010 Projection for 2015	2015 Actual Use
Agricultural irrigation		986	861
Landscape irrigation (excludes golf courses)			
Golf course irrigation			
Commercial use			
Industrial use			
Geothermal and other energy production			
Seawater intrusion barrier			
Recreational impoundment			
Wetlands or wildlife habitat			
Groundwater recharge (IPR)			
Surface water augmentation (IPR)			
Direct potable reuse			
Other	<i>Type of Use</i>		
Total		986	861

The City has not actively involved other agencies in determining the best uses for recycled water, partly because all of the water is already being used for beneficial purposes. The City has been encouraged by several parties to consider other uses for the water, such as landscape irrigation, dual distribution systems, and industrial water supply, but tertiary level treatment would need to be added to the wastewater treatment plant. If opportunities arise to use recycled water for other uses, then a public hearing will be used to solicit comments from the public and other agencies.



Table 6-6 Retail: Methods to Expand Future Recycled Water Use			
☒		Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.	
		Provide page location of narrative in UWMP	
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use
<i>Add additional rows as needed</i>			
Total			0

6.6 Desalinated Water Opportunities

There are no opportunities to develop desalination of ocean water or brackish ocean water since the city of Porterville is located in the Central San Joaquin Valley. In addition, the groundwater is of adequate quality and desalination is not necessary.

6.7 Exchanges or Transfers

The City of Porterville presently has limited water supplies that could be transferred or exchanged. Groundwater constitutes all of the City's water supply and cannot be transferred or exchanged. The City has rights to 900 AF of Tule River water with the Pioneer Ditch Company and Porter Slough Ditch Company. The City will not likely transfer or exchange these supplies, but envisions using them directly for groundwater recharge, landscape irrigation, or as treated surface water.

6.8 Future Water Projects

§10631(g)

The urban water supplier shall include a detailed description of expected future projects and programs.... that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.



This section provides a description of planned water supply projects that could directly increase water supplies. Although the City is planning to complete the projects described below, their success will be dependent on staff and funding availability, and in some cases cooperation from other agencies. Planned water supply projects include the following:

Construct Surface Water Treatment Plant. The City plans to review a cost benefit analysis to design and construct a surface water treatment plant. The plant will allow the City to directly deliver surface water to customers. The size of the plant is currently unknown and will depend on several factors including available funding and the volume of surface water the City can secure through long-term purchase agreements.

Water Distribution System Improvements. Porterville expects to update their Water System Master Plan in 2018. This will include an analysis of the distribution facilities needed to accommodate population growth, a surface water treatment plant, and the facilities needed to accept surface and recharge ground water. After completion of the Master Plan a number of new projects will likely be identified. These projects will improve the distribution system and provide greater assurance that the City can meet peak water demands.

New Well Constructions. In the past the City has typically installed one new well each year with capacities ranging from 500 to 1,500 gpm. The City will continue to install new wells at a rate necessary to keep up with demands. Due to the unreliable nature of surface water, well capacities will need to have sufficient capacity to meet almost 100% of City demands. Planned groundwater recharge will help to ensure that the wells can provide the same yield in normal, single dry, and multiple dry years.

Water Conservation. The City has established a goal of reducing per capita water demands as discussed in Section 5.2. This will be accomplished through a variety of demand management measures as described in Section 9 of this UWMP. The water savings are essentially equivalent to securing a water source of the same volume.



Table 6-7 Retail: Expected Future Water Supply Projects or Programs						
☒	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
☐	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other agencies?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type <i>Drop Down List</i>	Expected Increase in Water Supply to Agency <i>This may be a range</i>
	<i>Drop Down List (y/n)</i>	<i>If Yes, Agency Name</i>				
<i>Add additional rows as needed</i>						

6.9 Summary of Existing and Planned Sources of Water

CWC 10631

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision 10631(a).

(4) (Provide a) detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

The City's existing water source is from groundwater in the Tule sub-basin and although the City is looking at possible sources and the practicality of using surface water as a source of water the projections in Table 6-9 are for ground water as the City's sole source of water. A population growth rate of 2.5% was used for each projection.

Table 6-8 shows the actual volume of water used for the year 2015.



SECTION SIX

Table 6-8 Retail: Water Supplies — Actual				
Water Supply	Additional Detail on Water Supply	2015		
Drop down list <i>May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool</i>		Actual Volume	Water Quality <i>Drop Down List</i>	Total Right or Safe Yield (optional)
Add additional rows as needed				
Groundwater		3,117	Drinking Water	
Recycled Water		861	Recycled Water	
Total		3,978		0

Table 6-9 projects the available source water supplies needed in 5 year increments over the next 20 years.

Table 6-9 Retail: Water Supplies — Projected											
Water Supply	Additional Detail on Water Supply	Projected Water Supply <i>Report To the Extent Practicable</i>									
Drop down list <i>May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool</i>		2020		2025		2030		2035		2040 (opt)	
		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)
Add additional rows as needed											
Groundwater		4,857		5,495		6,217		7,034		7,958	
Recycled Water		974		1,102		1,247		1,411		1,596	
Total		5,831	0	6,597	0	7,464	0	8,445	0	9,554	0



6.10 Climate Change Impacts to Supply

California currently enjoys a Mediterranean climate, which is not expected to change with climate change projections in the future. The climate consists of cool, wet winters and hot, dry summers typically.

Increases in global greenhouse gas levels are changing climate patterns around the world and, it is speculated, may begin to change at an accelerated pace from what has occurred in the past. This accelerated rate of change could result in impacts to the local climate of the city in the form of higher temperatures, increased droughts and floods, decreased snow pack amounts and durations and other extreme variations in weather patterns. As the UWMP projects until 2035, these changes could be expected to manifest themselves over that period. The climate variations could affect the availability and volume of water resources.

In the past, the amount of rainfall has been fairly consistent, with periods of drought and periods of excess precipitation spaced relatively far apart. With climate change, the rainfall levels could begin to vary more from year to year, incurring droughts followed by excesses with less time between them. Typically, climate change predicts a decrease in average rainfall for the area, while temperatures are expected to increase. However, increased temperatures could intensify the El Nino Southern Oscillation cycle (ENSO), possibly resulting in very wet, wet years and drought level dry years.

For areas that rely on surface water deliveries, this weather pattern change could mean less dependable surface water deliveries, as the snow pack diminishes in some years. Increasing temperatures could start the snow pack spring melting period earlier and at an increased rate, which will increase the need for capacity in storage facilities and open channel conveyance facilities (i.e. canals). The increased melting rate could also lead to extensive flooding in lower lying areas due to lack of storage infrastructure.

To respond to the climate change predictions, the City's response must be two-fold: mitigation and adaptation. Mitigation consists of reducing the amount of greenhouse gas emissions. Adaptation is the process of modifying behaviors in response to the warming climate and related changes.

In relation to water management, emission reduction can be achieved by reducing the amount of water usage, thereby decreasing the energy used to move, treat, and discharge water supplies. As the City implements the DMMs discussed above, their usage will decrease and by association so will their energy use. DMMs that conserve water but utilize excess energy supplies to do so will need to be considered seriously to determine if they are desirable.

Adaptation is generally considered a local principle and, as such, must be contemplated in a very specific manner for each area. Adaptation can consist of more extensive master



planning, enhanced management and storage of surface water supplies, increased usage of recycled water, and investment in infrastructure to support the previously stated measures.



7 WATER SUPPLY RELIABILITY ASSESSMENT

7.1 Constraints on Water Sources

CWC 10631

(c)(2) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

CWC 10634

The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

This section discusses constraints on the City's water supply and its vulnerability to seasonal and climatic shortages. Seasonal shortages are based on precipitation patterns of individual watersheds. The City considers estimated impacts due to climate change or climate fluctuations to be highly speculative and has chosen not to rely on them. The City does recognize that they exist and will reassess their water supply adequacy regularly to address climate changes. The City will also design their system with some redundancy so that some adverse impacts from climate change can be accommodated.

The City has historically used groundwater to meet all of their water demands. The City's groundwater quality is discussed in section 6.2.1 page 30. Groundwater supplies have not significantly been impacted, and, as a result, there is no history of any water supply deficiencies for the City water system. However, groundwater levels have declined about 0.75 feet/year over the last 20 years based on Department of Water Resources' well hydrographs. This decline in groundwater levels, however, is not consistent with the decline in well yields, which has been more serious. Some City wells have seen capacity reductions from 1,500 gallons per minute (gpm) to 500 or 600 gpm (although well rehabilitation may be able to restore these wells to their previous performance levels). In addition, some new wells have capacities of 500 gpm or less, although this might be improved by drilling wells in different locations.

Surface water is less reliable than groundwater since its availability depends on precipitation. The reliability of surface water sources for the City cannot be determined until specific water sources and water sellers are identified. The reliability will also depend on details in any surface water purchase agreements. The City may acquire some firm water sources that would be guaranteed or almost guaranteed each year. This water would be used for groundwater recharge or possibly in the future be treated at a new surface water treatment plant. The City could also buy surplus or floodwaters that are only available during wet years and use it to recharge the aquifer. The City Council has approved the purchase of surface water to be used for groundwater recharge. Existing retention facilities and the Porter Slough are available for groundwater recharge.



Surface water could potentially be utilized from the Pioneer Water Company (PWC, of which the City currently owns 468 shares, approximately 12.94%) and the city would like to increase their holdings and water rights. City Council has subsequently authorized the Public Works Director, at his discretion, to purchase surface water for groundwater recharge and purchase or bid on PWC shares.

Another potential surface water partner is Porterville Irrigation District (PID). PID has several surface water supplies including appropriative water rights on the Tule River and Central Valley Project Friant Division water. PID has stated that due to the seasonal nature of water there are points in time when more water is available than their landowners can reasonably use. It is during these times that PID would be able to sell water to the City.

It should also be noted that other surface water supplies could be available to the City, if needed. With access to the Friant-Kern Canal, the City can potentially buy water from anywhere in the State through an exchange. In addition, the City could feasibly purchase canal company stock from the various stockholders. This would be a relatively simple way to transfer water supplies. These water sources will be pursued in the future if necessary, but it is believed that groundwater pumping, surface water purchases from PWC, and water conservation efforts will allow the City to meet their water demands through 2040.

Although the City's aquifer is in a state of overdraft they could still meet their water demands for several more years solely with groundwater. The City recognizes the need to address any water shortage issues as soon as possible, the need to secure surface water sources, additional sources could be secured incrementally as demands increase.

Groundwater quality is discussed in chapter 6 page 28.

7.2 Reliability by Type of Year

CWC 10631

(c)(1) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:

- (A) an average water year,*
- (B) a single dry water year,*
- (C) multiple dry water years.*

An average year is defined as an average range of years that most closely represents the average water supply available to the agency.

A single-dry year is the year that represents the lowest water supply available to the agency.

The multiple dry year period is the period that represents the lowest average water supply availability to the agency for a consecutive multiple year period (three years or more). This is generally considered to be the lowest average runoff for a consecutive multiple year period (three years or more) for a watershed since 1903.



SECTION SEVEN

Historical rainfall data available for the city of Porterville from the Western Regional Climate Center (WRCC)¹ were examined to establish a basis of water year for average, single dry, and multiple dry years. As shown in Table 7-1, the year 2001 is classified as an “average” year, the year 1989 is classified as a “single dry” year, and the years 1988 to 1990 are classified as “multiple dry” years.

Table 7-1 Retail: Basis of Water Year Data			
Year Type	Base Year <i>If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 1999-2000, use 2000</i>	Available Supplies if Year Type Repeats	
		☐	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		☒	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available	% of Average Supply
Average Year	2001		100%
Single-Dry Year	1989		100%
Multiple-Dry Years 1st Year	1988		100%
Multiple-Dry Years 2nd Year	1989		100%
Multiple-Dry Years 3rd Year	1990		100%
Multiple-Dry Years 4th Year <i>Optional</i>			
Multiple-Dry Years 5th Year <i>Optional</i>			
Multiple-Dry Years 6th Year <i>Optional</i>			
Agency may use multiple versions of Table 7-1 if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If an agency uses multiple versions of Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table.			

¹ Source <http://www.wrcc.dri.edu/>. Data was examined for the Porterville Station (period of record: 1948-2006).

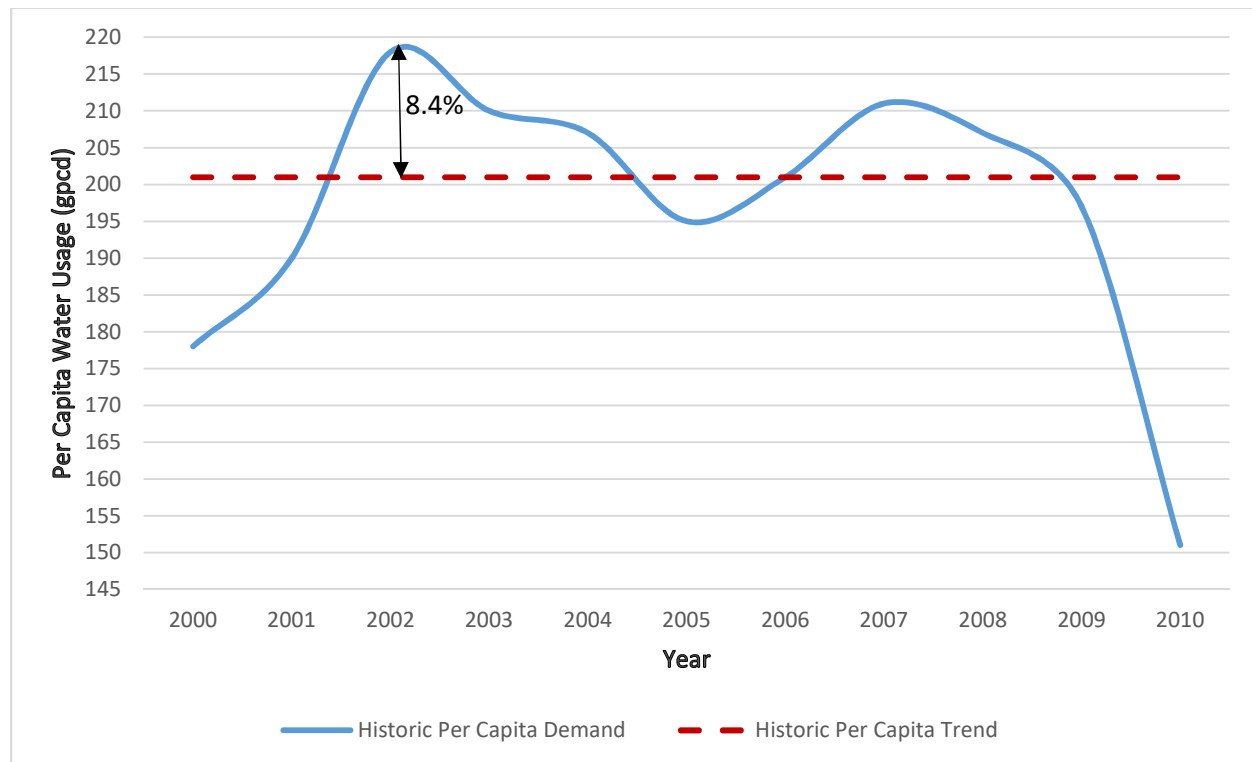


During drought years, water use patterns typically change. Outdoor water use will typically increase as irrigation is used to replace the decrease in precipitation. However, the increase in outdoor use can be offset, in part, by increasing mandatory conservation measures.

In order to assess the impact of drought years on the City's annual demands, the City's historical per capita water usage was calculated. By dividing the City's service area population into the total water consumed on an annual basis, consumption in gallons per capita per day (gpcd) was determined. This method of annual consumption, based on current population, eliminates the impact of growth changes. The historical per capita consumption from 2000 to 2010 is shown in **Figure 7-1**.

The historic per capita demand has been variable over the past 10 years, with an overall increase from 2000 through 2004, a dip in 2005, and a recent downward trend since 2007. As shown, the per capita consumption in 2002 was about 8 percent above the 10-year average of 201 gpcd calculated in Section 5, Table SB X7-7 Table 5. The 10-year Historic Per Capita Demand is considered to be indicative of the maximum potential variation in water demands on an annual basis. As shown in **Figure 7-1**, the year 2002 represents the largest increase in water demand above the Historic Per Capita Trend. For purposes of calculating the impact of dry years, water demands will be increased by 8 percent for single dry and multiple dry hydrologic years.

Figure 7-1: Historic Per Capita Demand



7.3 Supply and Demand Assessment

CWC 10635

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional or local agency population projections within the service area of the urban water supplier.

The source of the City's water supply is the Tule sub-basin which is not in the process of adjudication nor the subject of any new legislation limiting it. However, that could change in the future; in which case those supplies could be diminished from their current volume.

The status of environmental regulation in California is routinely changing due to new legislation, endangered species statuses, et cetera. Should new environmental legislation come into existence it could potentially cause a lack of supply. The recent water supply reductions in the Delta are an example of environmental water needs versus community water supplies. It is anticipated that alterations to the water supply could be made to accommodate these changes, should they occur. The Sustainable Groundwater Management Act, signed by the Governor in September 2014 provides for regulation of critically over-drafted groundwater basins by Groundwater Sustainability Agencies (GSA's) or by the State if a local GSA is not established. The City is a member of the Eastern Tule GSA which is tasked with managing the Eastern portion of the Tule sub-basin.

Water quality standards are fairly stable but can still experience periods of modification as new constituents are deemed to be 'of concern' and MCLs are created or made more stringent.

As climate change becomes more quantifiable and potentially affects the local water conditions, alterations in the water supply planning area will likely be required. Climate change elements, such as drought or severe flooding, could strongly affect supply reliability, therefore requiring the City to make modifications to their water supplies. The City is purchasing surface water for groundwater recharge when available to ensure a readily available water supply during multiple drought years.



Table 7-2 Retail: Normal Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040 (Opt)
Supply totals (autofill from Table 6-9)	5,831	6,597	7,464	8,445	9,554
Demand totals (autofill from Table 4-3)	5,831	6,597	7,464	8,445	9,554
Difference	(0)	(0)	0	0	(0)
NOTES:					

Table 7-2 shows the Normal year Supply and Demand for the next 20 years in 5 year increments. **Table 7-3**, Single dry year, and **Table 7-4**, Multiple dry years, show the projected supply and demand data for the same time period.

Table 7-3 Retail: Single Dry Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040 (Opt)
Supply totals	4,857	5,495	6,217	7,034	7,958
Demand totals	4,857	5,495	6,217	7,034	7,958
Difference	0	0	0	0	0
NOTES:					



Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison						
		2020	2025	2030	2035	2040 (Opt)
First year	Supply totals	4,857	5,495	6,127	7,034	7,958
	Demand totals	4,857	5,495	6,127	7,034	7,958
	Difference	0	0	0	0	0
Second year	Supply totals	4,857	5,495	6,127	7,034	7,958
	Demand totals	4,857	5,495	6,127	7,034	7,958
	Difference	0	0	0	0	0
Third year	Supply totals	4,857	5,495	6,127	7,034	7,958
	Demand totals	4,857	5,495	6,127	7,034	7,958
	Difference	0	0	0	0	0
Fourth year (optional)	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0
Fifth year (optional)	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0
Sixth year (optional)	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0
NOTES:						

As shown, both supply and demand are expected to increase from 2020 to 2035. The supply totals reflect using groundwater only to the extent required to meet potable demands.



7.4 Regional Supply Reliability

CWC 10620

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

The Sustainable Groundwater Management Act (SGMA) provides the City with a legal frame work to participate in decisions affecting the Tule sub basin, which is the sole source of the City's water deliveries. The effects of the Act, and the impacts on the regional supply reliability is discussed in Chapter 8.



8 WATER SHORTAGE CONTINGENCY PLANNING

CWC 10632

(a) The plan shall provide an urban water storage contingency analysis that includes each of the following elements that are within the authority of the urban water supplier:

8.1 Stages of Action

CWC 10632

(a) 1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.

The City has an existing Water Conservation Plan (WCP) updated in August of 2015 that outlines policies and procedures to help reduce water demands during droughts. The WCP addresses the following stages of action.

The Water Conservation Plan includes five phases of implementation. Actions in each phase would be undertaken by the City or the general public. When staff determines that water supply conditions warrant a phase change they present the request to the City Council for their approval. The production capacity will be monitored to determine recommendations for moving from one phase to the next. Any decision to change phases will be based on a combination of surface water supplies, weather conditions, and trends in water usage, groundwater levels, and well yields.

Conservation measures gradually increase with each phase. The public are given opportunities to voluntarily reduce consumption in Phase I. If these efforts are not sufficient, then Phase II is implemented, which includes mandatory measures with a target reduction of 10%. If these are not sufficient then Phase III is implemented, which includes more stringent mandatory regulations with a target reduction of 10-25%. If these are not sufficient then Phase IV is implemented, which includes more increasingly stringent, mandatory regulations with a target reduction of 25-50%. Table 8-1 shows the stages of the water shortage contingency plan.

Historically, the City has pumped groundwater to meet all water supply demands. While there may be less water infiltrating from rainfall, snowfall, runoff and irrigation during dry years, it does not adversely impact groundwater supplies in the short term. As a result, the City has had fairly consistent water supplies during different hydrologic years. Although well yields are gradually declining each year, it is expected that there would be no water shortages during the current planning period.



Table 8-1 Retail Stages of Water Shortage Contingency Plan		
Stage	Complete Both	
	Percent Supply Reduction ¹ <i>Numerical value as a percent</i>	Water Supply Condition <i>(Narrative description)</i>
<i>Add additional rows as needed</i>		
1	0%	Normal Water supply
2	10%	Water supply shortage
3	10-25%	Significant water supply shortage
4	25-50%	Critical water supply shortage
5	50+%	Emergency water supply shortage
¹ One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.		
NOTES:		

8.2 Prohibitions on End Uses

CWC 10632

(a)(4) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.

(5) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.

Descriptions of the prohibitions, penalties and consumption reduction methods in each phase of the Water Conservation Plan are provided below:

Phase I

Phase I applies during periods when a normal water supply is available. Water conservation efforts include the following actions.

- 1 A public information program on water conservation and awareness.
- 2 Coordination of public information with the local news media.
- 3 Lawn and landscape watering guilds are made available upon request.



- 4 Coordination with local schools to encourage young people to become aware of local water issues and conditions.
- 5 Advise against watering within 48 hours of measurable rainfall.

Phase II

Phase II applies during periods when there is a water supply shortage. All of the conservation measures in Phase I will continue to be implemented along with the following as mandatory regulations.

Actions by the City:

1. Continuation of all Conservation Programs and Regulations Established in Phase I.
2. The City of Porterville will enforce a mandatory odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited.
3. Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense.
4. Public Information Program. The City will pursue a more aggressive distribution of information than its efforts initiated in Phase I to promote public awareness of the need to conserve water with a stronger emphasis on the water shortage condition.
5. Water System Pressure Reduction. The City's water system may experience reduced water pressures during high usage periods. This may deter water use for nonessential activities and encourage scheduling of landscape watering to late nights or early mornings.
6. City Landscapes and Watering Schedules. All City parks, median islands and public facility landscapes will be watered during the late night or early morning hours to reduce impact on the water system during peak usage hours.
7. Leak Detection - Water Waste. The City will continue in its proactive plan to audit water supply usage. All City staff will be reminded of the necessity of reporting any evidence of leaks or water waste for immediate action. There will be an emphasis on coordinated community efforts to reduce water waste.
8. Waste of Water Notices. City staff will be equipped to issue "Waste of Water" notices to consumers identified as misusing water.

Actions by the General Public:

1. Watering Schedule. Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday, Thursday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday, Friday and Sunday. There is no watering on Monday.



2. Lawn and Landscaping Watering. All residential, commercial and industrial landscape watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days.
3. Conservation Efforts. The general public will be strongly encouraged to utilize those water conservation measures contained within the City's public information program.
4. Restaurants. Notices will be sent to all restaurants within the city limits requesting support of water conservation efforts by serving water to customers upon request only.
5. Vehicle Washing and Sidewalk Hosing. The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses.

Phase III

Phase III applies during periods when there is a significant water shortage and the following mandatory regulations will apply:

Actions by the City:

1. Continuation of all Conservation Programs and Regulations Established in Phases I and II.
2. The City of Porterville will enforce a two day a week odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited.
3. Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense.
4. Public Information Program. The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.
5. City Landscapes and Watering Schedules. All City parks, median islands and public facility landscapes will adopt a two-day watering schedule. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.

Actions by the General Public:

1. Watering Schedule. Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water



- on Wednesday and Sunday. There is no watering on Monday, Thursday, or Friday.
2. Landscape Watering. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days.
 3. Vehicle Washing and Sidewalk Hosing. The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses.

Phase IV

Phase IV applies during periods when there is a severe water shortage and the following mandatory regulations will apply:

- 1 Continuation of all Conservation Programs and Regulations Established in Phases I, II, and III.
- 2 The City will enforce a one day a week odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive runoff is prohibited, as is outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch.
- 3 Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense.
- 4 Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."

Actions by the General Public:

1. Watering Schedule. Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Sunday. There is no watering on Monday through Friday.
2. Landscape Watering. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days.
3. Excessive runoff is prohibited.



Phase V

Phase V applies during periods when there is a severe water shortage as determined by California State mandate, City Manager, system outage, equipment failure, contamination of water supply, or other emergency and the following mandatory regulations will apply:

Actions by the City:

1. Continuation of all Conservation Programs and Regulations Established in Phases I, II, III, and IV.
2. Rate Structure Enhancement. A 20% rate increase on all residential and landscape water accounts will go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation.
3. City Landscapes and Watering Schedules. Watering of City parks and median islands will be suspended and evaluated each day.

Actions by the General Public:

1. Landscape Watering. Lawn and landscaping watering is prohibited.
2. Vehicle Washing and Sidewalk Hosing. The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses.



Table 8-2 Retail Only: Restrictions and Prohibitions on End Uses

Stage	Restrictions and Prohibitions on End Users <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool</i>	Additional Explanation or Reference (optional)	Penalty, Charge, or Other Enforcement? <i>Drop Down List</i>
<i>Add additional rows as needed</i>			
2	Landscape - Limit landscape irrigation to specific days		
2	Other - Require automatic shut of hoses		
3	Landscape - Limit landscape irrigation to specific days		Yes
3	Landscape - Limit landscape irrigation to specific times		Yes
3	Other - Prohibit use of potable water for washing hard surfaces		Yes
4	Landscape - Prohibit all landscape irrigation		Yes
NOTES:			

8.3 Penalties, Charges, Other Enforcement of Prohibitions

The City bills most of its customers on a volumetric basis. As a result, conservation measures, which aim to reduce water consumption, can also reduce revenue for the City. Significant water conservation during droughts can have a major impact on City revenues. Although the City would have lower water purchase and pumping costs with lower water deliveries, they also have considerable fixed and overhead costs that are the same for any volume of water delivered. As a result, conservation measures need to be coupled with rate adjustments to ensure that the water system is financially sustainable.

The City has developed a Water Conservation Plan that raises water rates by 20% during droughts. The higher unit rate is intended to discourage use, but it will also help to offset the revenue lost from selling a lower volume of water. The suitability of this 20% increase



is not yet known and it needs to be tested during a single-year and multi-year drought. If, in the future, the 20% price increase is found to be inadequate the City will again reevaluate the WCP and modify it accordingly.

Implementation of the WCP will not have a large impact on expenditures or revenues. No additional costs are expected for billing or operations. Existing City staff will provide the personnel needed to implement the plan and enforce water conservation measures. It is likely that higher expenditures will be needed for public information programs, but these will probably be small compared to the total City water budget. Fines for water waste are a source of revenue and they typically increase during droughts. However, the revenues from fines are also small compared to the overall City water budget.

Section 25-32A.27 of the City Municipal Code states that Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense.

8.4 Consumption Reduction Methods

CWC 10632

(a)(5) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.

The implementation of reduced landscape watering days and time restrictions on landscape watering will reduce water consumption. Water system pressure reduction will help deter water use for nonessential activities and encourage scheduling of landscape watering to late nights or early mornings. The increase in water waste patrols and fines will also help reduce consumption. Table 8-3 lists some of the methods the City can use to reduce water consumption. More public outreach will be used in times of extreme water shortage.

Table 8-3 Retail Only: Stages of Water Shortage Contingency Plan - Consumption Reduction Methods		
Stage	Consumption Reduction Methods by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool</i>	Additional Explanation or Reference (optional)
Add additional rows as needed		
2	Expand Public Information Campaign	
3	Increase Water Waste Patrols	
4	Increase Water Waste Patrols	
4	Other	Reduced line pressure
NOTES:		

8.5 Determining Water Shortage Reductions

CWC 10632

(a)(9) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

Water meters are read monthly, but during a drought the water consumption must be tracked more frequently. Reading customer meters more frequently would be costly and impractical, however, the City will be able to closely track groundwater pumping and surface water deliveries on a daily basis. This data will be evaluated weekly to determine if the WCP is effective in reducing water consumption.



8.6 Revenue and Expenditure Impacts

CWC 10632

(a)(9) An analysis of the impacts of each of the actions and conditions described in paragraphs (1) to (6), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments..

The City has developed a Water Conservation Plan that raises water rates by 20% during droughts. The higher unit rate is intended to discourage use, but it will also help to offset the revenue lost from selling a lower volume of water. The suitability of this 20% increase is not yet known and it needs to be tested during a single-year and multi-year drought. If, in the future, the 20% price increase is found to be inadequate the City will again reevaluate the WCP and modify it accordingly.

Implementation of the WCP will not have a large impact on expenditures or revenues. City staff will provide the personnel needed to implement the plan and enforce water conservation measures. It is likely that higher expenditures will be needed for public information programs, but these will probably be small compared to the total City water budget. Fines for water waste are a source of revenue and they typically increase during droughts. However, the revenues from fines are also small compared to the overall City water budget.

Financial reserves could be used to cover revenue shortfalls during single year droughts but would need to look at an alternative rate structure for longer periods of drought. The City did raise rates in 2015 to cover revenue shortfalls.

8.7 Resolution or Ordinance

CWC 10632

(a)(8) A draft water shortage contingency resolution or ordinance

The City has added Section 25-32A.1 to Chapter 25, Article 1, Division 1 of the Porterville Municipal Code. This section adopts by resolution the City's Water Conservation Plan which is also deemed to be the City's Water Shortage Contingency Plan. The ordinance is included in Appendix A, and the Water Conservation Plan is included in Appendix D.



8.8 Catastrophic Supply Interruption

CWC 10632

(a)(3) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

The City does not have a formal written plan to address a catastrophic non-drought related interruption in water supply (i.e. power outage, system failure, natural disaster, etc.). However, the WCP could be used to reduce consumption after a catastrophic supply interruption. The City has back-up generators in the event of a power outage. Lastly, the City recognizes the need for more contingency plans to address non-drought related events and plans to investigate other alternatives.

8.9 Minimum Supply Next Three Years

CWC 10632

(a)(3) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply..

Table 8-4 Retail: Minimum Supply Next Three Years			
	2016	2017	2018
Available Water Supply	3,217	3,217	3,217
NOTES: Based on 2016 dry year actual usage.			

The above table reflects the minimum expected delivery demands under State ordered mandatory conservation measures. The City has no expectation of their being any shortage of actual water in the underground aquifer over the next three years even under a complete lack of rainfall in the watershed because of the current depth of groundwater levels.



9 DEMAND MANAGEMENT MEASURES

9.1 Demand Management Measures for Wholesale Agencies

Legal Requirements:

CWC 10631

(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

- (ii) Metering.*
 - (iv) Public education and outreach.*
 - (vi) Water conservation program coordination and staffing support.*
 - (vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*
- (2) For an urban wholesale water supplier, as defined in Section 10608.12, (provide) a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (B) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.*

The City does not wholesale water supplies to other retailers.

9.2 Demand Management Measures for Retail Agencies

CWC 10631

(f)(A)... The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

- (i) Water waste prevention ordinances.*
- (ii) Metering.*
- (iii) Conservation pricing.*
- (iv) Public education and outreach.*
- (v) Programs to assess and manage distribution system real loss.*
- (vi) Water conservation program coordination and staffing support.*
- (vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*



9.2.1 Water Waste Prevention Ordinances

According to Section 25-32A.26 of the City Municipal Code, “The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them.”

The City has a Water Conservation Plan (WCP) that is implemented during droughts (see Section 8.1). When a drought is declared the WCP moves from Phase I to Phase II, Phase III, Phase IV and then Phase V, depending on the severity of the drought. During droughts, City staff will be more diligent in enforcing the water waste prohibition and if necessary will issue notices and fines.

The effectiveness of this policy is difficult to determine and quantify since it is a deterrent and prevents waste before it can occur. Nonetheless, the City will track the number of warnings and violations, especially during droughts.

9.2.2 Metering

CWC 526

(a) Notwithstanding any other provisions of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract... shall do both of the following:

(1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings... located within its service area.

CWC 527

(a) An urban water supplier that is not subject to Section 526 shall do both the following:

(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

The City has implemented many demand management measures (DMM) to reduce per capita water consumption. Metering has probably had the greatest impact on conserving water. In 2015 about 97% of the City’s deliveries were metered. In addition, all new connections in the city are required to be metered. All metered customers are billed on a volumetric basis and therefore have incentives to conserve water. The City has also established a goal to increase water conservation efforts with education being the cornerstone of the City’s water conservation program. The City also recognizes that a diversified water conservation portfolio is necessary since different programs have varying impacts on different groups. As a result, the City’s water conservation efforts include a variety of programs and measures.

Implementation Schedule: The City has permanently incorporated this program into its ordinances.



Meter Retrofits and Replacements

The City is in the process of installing radio read water meters on all unmetered services and plans to complete the project by 2025. A meter replacement program with radio read meters is currently planned, therefore providing more efficiency and the ability to audit meter consumption while checking for accuracy. As meters age, the City will consider replacement and upgrade to radio read meters.

Landscape Metering

The City requires all commercial landscaping to be on a separate water meter.

Water Bills

City water bills show the amount of water used each billing period, and compares that value to water used during the same billing period in the previous year. This information allows water users to evaluate the effectiveness of their own conservation programs.

9.2.3 Conservation Pricing

Currently, about 97% of the water used in the City is metered. In addition, all new connections in the City are required to be metered and billed by volume of use. All potable water users are charged the same volumetric rate regardless of the volume used or purpose of use. Water users are also charged a fixed monthly fee based on the size of their flowmeter. In July 2015, the volumetric rate for water was raised to \$0.90/100 cubic feet. The unit rate, however, can be increased by 20% during droughts. The City is not considering a tiered rate structure that increases volumetric water fees as water usage increases. The current rate structure (volumetric pricing and increases during droughts) appears to encourage water conservation, and additional water conservation will be sought through various voluntary and mandatory programs (education, water surveys, watering restrictions, etc.). If these measures are not successful in reducing demands, then the City will consider tiered pricing when the UWMP is revised in five years.

Residential sewer rates are assessed a fixed monthly fee for sewer services. Commercial, industrial and institutional customers are charged sewer fees based on volume of wastewater, but the rate also varies for different customer types (restaurants, car washes, schools, etc.) since the chemistry of their wastewater varies. Some customers, such as retail stores, have two meters, one for indoor use and one for landscaping, since the landscaping accounts are not billed for sewerage.

9.2.4 Public Education and Outreach

Education programs are the most common form of conservation measures in most cities. Likewise, the City would like to make public education the centerpiece of their conservation efforts.

Current



Current public information programs on water conservation include the following:

1. City participation in Water Awareness Month (May);
2. Bill stuffers on water conservation;
3. News programs;
4. Radio commercials in English and Spanish;
5. Booth at the Porterville City Fair;
6. Water bills that compare current water usage to the previous year's usage.
7. Facility tours of the City's wastewater treatment plant for students.
8. Advertising on City Transit Buses.

These efforts are typically implemented during the high water use period of April to September. These efforts are also intensified during droughts.

Planned

If funding and staff time permit, the City will add the following to their public information program during the next five years:

1. Booths at public events such as neighborhood association meetings and garden clubs.
2. Expand facility tours (such as the wastewater treatment plant) to civic groups and students.
3. City Council Meetings may be broadcast on television in the future. This would provide the public more opportunities to listen to discussions on water issues.

Evaluations

Evaluating the effectiveness of public education programs is difficult. The impacts from water conservation education are long term and benefits may not be immediately realized. Logically, water conservation education should reduce per capita consumption over time. However, per capita consumption can also vary with many other factors such as weather, development trends, and other demand management measures. Nevertheless, the effectiveness of the public education programs will be measured by trends in per capita water consumption. In addition, public comments on and demand for the information programs will also be considered.

Implementation Schedule: The City will continue to provide public information to remind the public about water issues, as detailed above.

The City has identified education as one of the major elements of their conservation program and therefore will maintain a proactive school educational program in the City's schools. The City's Water Conservation Coordinator currently directs educational field trips with community schools and during the visit, students are educated in Water Conservation, Storm Drain and Recycling. School Education Programs will continue to be evaluated similar to Public Information Programs.

Each school presentation will be given to multiple grade assemblies of about 350 to 400 students. Educational materials that meet state education framework requirements will be given to the students at these assemblies. Currently there are no plans to give teacher workshops.



Implementation Schedule: The City will continue to provide this program in the manner described above.

9.2.5 Program to Assess and Manage Distribution System Real Loss

Water system audits include an evaluation of the City's distribution system for leaks and other losses. The system losses (water input minus water metered) are a good indication of the system integrity. In 2006, Johnson Controls performed a water system audit and was able to account for 95% of the City's water. This result was better than expected considering the age of the system and meters. In addition, the Porterville Finance Department prepares annual reports showing water production versus water sales. These reports show that system losses ranged between 4% and 10% between 2001 and 2005. Losses are actually lower because the records do not account for fire hydrant flushing or the water delivered to unmetered accounts, which is estimated at 2% of total water usage. In addition, water that is lost through pipeline leakage usually seeps to the groundwater table where it is available to the City through well pumping, so it is not considered a true loss.

The City's distribution system is operated under pressure, and, as a result, leaks are usually apparent. Only a small number of leaks are repaired each year. A physical system audit is not performed every year, mainly because the system appears to be in good condition and the current losses are considered reasonable. However, all new water lines are pressure tested to verify that leakage is minimal. Data is not readily available on the miles of pipeline repaired or replaced annually, or the expenditures for this work. These records will be tracked more closely in future years.

The effectiveness of the water system audits will be measured by the losses calculated annually. Increasing losses would indicate the leaks have increased and/or flowmeters are not accurate.

Water surveys involve an on-site assessment of water uses on a customer's property to identify area of high water usage or water waste.

The City has not developed or implemented a targeting/marketing strategy for single-family or multi-family home water surveys. However, the City does perform water surveys at the request of water users. Typically the City is asked to perform a water survey if a customer feels that their water bill is too high. Often the customer asks to have their meter tested or recalibrated. In most cases the meters are functioning properly and City staff then perform a water survey to determine where the customer has high water usage. The water survey includes the following:

1. Check indoor and outdoor plumbing for leaks
2. Check irrigation system timers
3. Evaluate irrigation watering schedule
4. Recommend various water conservation measures to the customer, such as modifications to their irrigation schedule and retrofitting with water efficient fixtures and appliances



Outdoor water consumption accounts for a large proportion of total water sold and offers the biggest target for water savings, so the surveys tend to focus on improving landscape irrigation efficiencies.

9.2.6 Water Conservation Program Coordination and Staffing Report

The City's water conservation program is an ongoing program of public education and being proactive in monitoring and repairing the water supply. The City also actively monitors new industrial and commercial customers to ensure they conform to the City's water efficient landscape ordinance and other water saving requirements.

The City of Porterville has one designated part-time Water Conservation Coordinator (WCC). The person is employed full time with the City as a Water Systems Specialist and devotes part of their time to water conservation, recycling and storm water education efforts.

The City plans to increase water conservation efforts, particularly education, over the next five years. At this time it is anticipated that the current WCC can accommodate this additional workload. It should also be noted that many other staff in the Public Works Department and Community Development Department spend time supporting and assisting the WCC.

Evaluating the effectiveness of the WCC's efforts is difficult. The WCC performs a wide array of tasks, but many of them are related to water conservation education. Therefore, the effectiveness of the WCC will be evaluated similar to the public information programs

9.2.7 Other demand management measures

The City does not have any additional demand management measures at this time but continues to look opportunities to reduce water consumption.

9.3 Implementation over the past Five Years

CWC 10631

(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)(A) ... a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years.

The City's Water Conservation Plan (WCP) was implemented during the 2012 to 2016 drought. This involved implementing the WCP through phase IV which include one day a week landscape watering and restricted vehicle washing. The city was more diligent in



looking for water wasters and fines were issued. The city increased its public education of the drought situation through local newspapers and radio commercials.

Implimenting the Water Conservation plan to phase IV lowered water consumption from the average baseline 195 GPCD to a 130 GPCD in 2015. This shows that implimenting the Water Conservation Plan over the next 5 years will enable the City to achieve its 2020 water use target of 179 GPCD.



10 PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

10.1 Inclusion of all 2015 Data

All the water use and planning data for the 2015 calendar year is included in the UWMP Tables spreadsheet.

10.2 Notice of Public Hearing

The City will hold a public hearing and adopt the 2015 UWMP on or about May X, 2017. A copy of the adopting resolution is included in Appendix A. Prior to the public hearing, a notice will be published notifying the public of the pending hearing.

10.2.1 Notice to Cities and Counties

CWC 10621

(b) Every urban water supplier required to prepare a plan shall... at least 60 days prior to the public hearing on the plan ... notify any city or county within which the supplier provides waters supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

CWC 10642

...The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area...

Once the UWMP has been adopted, a copy of the UWMP and amendments will be submitted to DWR and the State Library. Once submitted to DWR, a copy will be made available for public review for 30 days and submitted to Tulare County within 60 days.

10.2.2 Notice to the Public



10.3 Public Hearing and Adoption

CWC 10642

...Prior to adopting a plan, the urban water supplier shall hold a public hearing thereon.

CWC 10608.26

(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.*
- (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.*
- (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20 for determining its urban water use target.*

Chapter 5, Baselines and Targets, contains the baseline values and methodology used to calculate the City's water use targets and implementation plan required in the Water Conservation Act of 2009.

10.3.1 Adoption

CWC 10642

...After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

10.4 Plan Submittal

CWC 10621

(d) An urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.

CWC 10644

(a)(1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption.

CWC 10635

(b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.



The City submitted the UWMP to the DWR on _____.

Plan adoption, submittal, and implementation



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APPENDIX A RESOLUTIONS AND ORDINANCES



ORDINANCE NO. 1816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADDING SECTION 25-5.1 TO CHAPTER 25, ARTICLE I, DIVISION 1 OF THE
PORTERVILLE MUNICIPAL CODE REGARDING ENFORCEMENT OF
ADOPTED WATER CONSERVATION PLAN

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:

Section 1. Code Amendment. Section 25-5.1 IS hereby added to Chapter 25, Article I, Division 1 of the Porterville Municipal Code, to read as follows:

Section 25-5.1. City Water Conservation Plan.

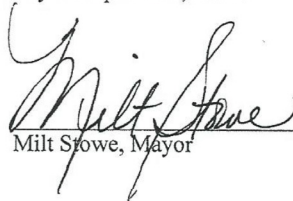
The City Council has adopted by Resolution its Water Conservation Plan which sets forth water conservation phases and conservation measures including mandatory restrictions on water usage by property owners and water consumers. Violation of the measures in effect, currently and as may be amended by Resolution from time-to-time, pursuant to the applicable phase of Water Conservation Plan, shall be enforceable as set forth per any applicable remedy provisions in this Municipal Code, including but not limited to Chapter 1, Sections 1-9 and 1-10; Chapter 2, Article XIV; and/or Chapter 25, Article I. The City's Water Conservation Plan is deemed to be the City's "Water Shortage Contingency Plan" per applicable State law.

Section 2. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

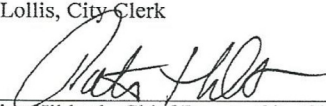
Section 3. Effective Date. This Ordinance shall take effect thirty days after adoption as provided by Porterville Charter Section 12.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED AND ADOPTED, this 2nd day of September, 2014.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk



**APPENDIX B
PUBLIC NOTIFICATION**





APPENDIX C
GROUNDWATER BASIN INFORMATION



APPENDIX D WATER CONSERVATION PLAN





WATER CONSERVATION PLAN

EVERY DROP COUNTS.

**PRESENTED BY: FIELD SERVICES DIVISION
PUBLIC WORKS DEPARTMENT**

**CITY OF PORTERVILLE
555 N. PROSPECT ST., PORTERVILLE, CA 93257**



REVISED BY:

JOHN LOLLIS,
CITY MANAGER

MICHAEL K. REED,
ACTING PUBLIC WORKS DIRECTOR

BRYAN B. STYLES,
DEPUTY PUBLIC WORKS DIRECTOR
& FIELD SERVICES MANAGER

MICHAEL KNIGHT,
WATER UTILITIES SUPERINTENDENT

ROMAN FERRO,
WATER SYSTEMS SPECIALIST

DENYS THOMPSON,
ADMINISTRATIVE AIDE



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PREFACE

The City of Porterville water system is municipally-owned with more than 15,299 service connections, 97% of which are metered, serving a population of 55,490, with approximately 1,100 service connections outside the city limits. Water supplies for the City system are produced entirely from groundwater underlying the city, which is recharged from rainfall and runoff of the Western Sierra Nevada. The major stream contributing to the recharge of the Tule Basin Aquifer underlying Porterville is the Tule River.

Storage capacity represents over ten million gallons within the distribution system and five hillside reservoirs, three with a capacity of three million gallons, one with a capacity of three hundred and five thousand gallons, one with the capacity of five hundred and fifty thousand gallons.

A telemetry system controls the operation of 23 of the City's 35 active well pumps to maintain system pressure under varying loads. The water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system.

Water conservation and awareness have always been areas of concern for the Porterville community. Less than normal rainfall and runoff makes efforts to promote water conservation a high priority. In addition to the benefits of conserving water as a limited natural resource, additional benefits accrue to the community in the form of a reduced impact on the Wastewater Treatment Plant and a reduction in energy costs when water supplies are conserved.

It is vitally important that the Water Conservation Plan be a joint partnership between the City and the General Public in order to achieve optimal effect. The Plan has been developed in four phases with each phase defined in terms of the available water supply.



Well Storage Levels and Drought Phase Triggers

Water Conservation Phase I	Water Conservation Phase I: Applies during periods when a normal water supply is available.
Drought Response Phase II	Drought Response Phase II: Applies during period when there is a water supply storage.
Drought Response Phase III	Drought Response Phase III: Applies during period when there is a significant water supply storage.
Drought Response Phase IV	Drought Response Phase IV: Applies during period when there is a more significant water supply storage.
Emergency Response Phase V	Emergency Response Phase V: Applies during periods when there is a critical water supply shortage.

Actions within each phase have been defined as either actions to be undertaken by the City or by the General Public. Due to the number of variables which affect the water conditions in existence at any one point in time, a City staff analysis of those variables will be utilized in determining the transition of the City from one phase to a more (or less) stringent phase. At such time as staff determines that water supply conditions warrant a phase change, staff will present the request to the City Council for their approval.

This plan differs from other valley community plans because the city of Porterville is in a more favorable position of having almost all of its water customers metered, which allows the City to basically control the water conservation program.

CITY WATER SYSTEM

The City has always been diligent in its efforts to provide sufficient safe and affordable drinking water to the residents of the community. Water conservation has long been a permanent part of the City's water resource management program. Efforts to that end include:

- **NEW WELLS:**

Over the past five years new wells have been added to the City water system in order to serve the needs of the community. Additional wells are planned for completion within the next few years.

- **TELEMETRY SYSTEM:**

This system controls the operation of the well pumps to maintain system pressure under varying loads. Water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system. Water is usually pumped to the reservoirs during the off peak usage hours for later use by consumers. This system was designed to



operate the City wells in the most efficient and productive way possible with additional benefits of energy cost savings.

- **RESERVOIRS:**

The City currently operates and maintains five (5) hillside reservoirs, three (3) with a capacity of three million gallons, one (1) with a capacity of 305,000 gallons, and one (1) with a capacity of 550,000. The three largest reservoirs are usually filled during off peak hours and then release water during the high usage hours. There is also a 300,000 gallon reservoir located at the Airport which is also part of the City system. The reservoirs increase the City's ability to maintain system pressure during peak demand and fire flow situations.

- **METERIZATION PROGRAM:**

With over 97% of all service connections metered, the City has a goal of 100% meterization. All new connections are required to have meters.

- **UTILITY BILLING NOTICE:**

The City's computerized utility billing system provides consumers with their current and past water usage history for comparison purposes. While variations may be attributable to a change known to the consumer (i.e. additional persons in the home, addition of a swimming pool), it may also be the result of an undetected leak or other controllable occurrence.

- **WATER AUDIT/LEAKAGE DETECTION & REPAIR PLAN:**

The City will continue in its proactive plan to audit water supply usage. Upon detection of the source of any leakage, corrective action will be taken immediately in order to promote the efficient use of the existing water supply and in turn reduce the energy required to operate the system.

- **NEW WATER LINE TESTING:**

The City requires full pressure and leak testing of all newly constructed water lines.

- **FIRE HYDRANT TESTING:**

The City Fire Department schedules their annual fire hydrant testing program during the early spring and late fall to avoid the peak water use season. Such testing is required to maintain the integrity of the fire protection system.



CONSERVATION PHASING

The effectiveness of any voluntary plan ultimately depends on the public's awareness of the need for the plan. Local residents have a history of commitment to their community and support of the public welfare. It is a reliance upon this tradition that makes the distribution of public information the cornerstone of the City's Water Conservation Plan.

● WATER CONSERVATION PHASE I: NORMAL WATER SUPPLY

The Water Conservation Phase I applies during periods when a normal water supply is available.

ACTIONS BY THE CITY:

Public Information Program	• Distribution of suggestions for residential, commercial, and industrial water conservation and awareness. • Coordination of public information with the local news media. • City participation in Water Awareness Month (May). • Lawn and Landscape Watering Guides will be made available upon request. • City staff will coordinate with local nurseries to compile a list of low water using trees and plants. The list will be made available at City Hall, the Corporation Yard, and the Parks & Leisure Services Department for local residents. • Coordination with local schools to encourage young people to become aware of local water issues and conditions. • Advise against outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch.
Project Review Committee	• The City's Project Review Committee (PRC) will include the evaluation of all submitted projects for water use and conservation efforts. The goal of City staff in cooperation with the developer will be to voluntarily reduce consumption of water used in the project. • City staff will assist the developer in familiarization with the Xeriscape Concept, combining creative landscaping and efficient irrigation to save water and promote attractive alternatives to traditional, high water use landscapes.
City Landscapes and Watering Schedules	• City parks, median islands, and landscaped public facilities will be watered during late night or early morning hours to the greatest extent possible. • All new landscaping projects undertaken by the City will incorporate conservation design.



APPENDIX D

CITY OF PORTERVILLE 2015 UWMP

Retrofit Bathroom Facilities	Water saving kits which contain toilet water conservation and low flow shower head devices will be made available to City water consumers, both residential and commercial, upon request, as funds are available.
Fire Hydrant Testing	The City's fire hydrant testing program will be scheduled during non-peak water usage times to the greatest extent possible without impairing the integrity of the City's fire protection service.

ACTIONS BY THE GENERAL PUBLIC:

Mindful Water Use	The general public will be encouraged to utilize those water conservation measures contained within the City's Public Information Program.
Voluntary Odd/Even Watering Schedule	- This schedule is encouraged, but not mandated. This plan is designed to minimize water usage and requests that the public water their lawn and shrubs according to their street address, per Exhibit 1 below. - Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday, Thursday, and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday, Friday, and Sunday. There is no watering on Monday. Watering should be avoided between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

Voluntary Odd/Even Water Schedule						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER
	ODD	EVEN	ODD	EVEN	ODD	EVEN
Odd Address Even Address						

Exhibit 1



● DROUGHT RESPONSE PHASE II: WATER SUPPLY SHORTAGE

Drought Response Phase II applies during periods when there is a water supply shortage. When water supply conditions start to deteriorate, the City is mandated to implement more stringent water conservation provisions for the benefit of its community. In addition to upholding the programs and provisions outlined in Phases I, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce an odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited, as is outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The City will pursue a more aggressive distribution of information than its efforts initiated in the initial Water Conservation Phase to promote public awareness of the need to conserve water with a stronger emphasis on the water shortage condition.
Water System Pressure Reduction	The City's water system may experience reduced water pressures during high usage periods. This may deter water use for nonessential activities and encourage scheduling of landscape watering to late nights or early mornings.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will be watered during the late night or early morning hours to reduce impact on the water system during peak usage hours.
Leak Detection Water Waste	The City will continue in its proactive plan to audit water supply usage. All City staff will be reminded of the necessity of reporting any evidence of



APPENDIX D

CITY OF PORTERVILLE 2015 UWMP

	leaks or water waste for immediate action. There will be an emphasis on coordinated community efforts to reduce water waste.
"Waste of Water" Notices	City staff will be equipped to issue "Waste of Water" notices to consumers identified as misusing water.
Mandatory Odd/Even Watering days	Increase public education on the mandatory watering schedule program. Public outreach will emphasize changes from the Water Conservation Phase I (Voluntary) to Phase II (Mandatory).
Continuation of all Conservation Programs Established in Phase I	See Phase I

ACTIONS BY THE GENERAL PUBLIC:

Mandatory Odd/Even Watering Schedule	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday, Thursday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday, Friday and Sunday. There is no watering on Monday. See Exhibit 2 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
Ornamental Water Features	- Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. - The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
Conservation Efforts	The general public will be strongly encouraged to utilize those water conservation measures contained within the City's public information program.
Restaurants	Notices will be sent to all restaurants within the city limits requesting support of water conservation efforts by serving water to customers upon request only.
Lawn and Landscaping Watering	Mandatory implementation of the Odd/Even Watering Program initiated in the Water Conservation Phase I, all residential, commercial, and industrial landscape watering scheduled times.



Vehicle Washing and Sidewalk Hosing	- The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. - The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done either by automatic car washes that recycle water or with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
--	--

Mandatory Odd/Even Water Schedule

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

Odd Address
 Even Address

Exhibit 2



● DROUGHT RESPONSE PHASE III: SIGNIFICANT WATER SUPPLY SHORTAGE

Drought Response Phase III applies during periods when there is a significant water supply shortage. In addition to upholding the programs and provisions outlined in Phases I and II, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce a two day a week odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited, as is outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will adopt a two-day watering schedule. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I and II	See Phases I and II

ACTIONS BY THE GENERAL PUBLIC:



Mandatory Reduction in Watering Days Durations	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday and Sunday. There is no watering on Monday, Thursday, or Friday. See Exhibit 3 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
Ornamental Water Features	- Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. - The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
Vehicle Washing and Sidewalk Hosing	- The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. - The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Water Leaks	All leaks must be treated as a priority upon discovery and repaired at the safest scheduled opportunity.

Mandatory Odd/Even Water Schedule						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
---	ODD	EVEN	---	---	ODD	EVEN

Odd Address
 Even Address

Exhibit 3



● DROUGHT RESPONSE PHASE IV: SIGNIFICANT WATER SUPPLY SHORTAGE

Drought Response Phase IV applies during periods when there is a significant water supply shortage. In addition to upholding the programs and provisions outlined in Phases I, II and III, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce a one day a week odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited, as is outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will adopt a two-day watering schedule. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I, II and III	See Phases I, II and III

ACTIONS BY THE GENERAL PUBLIC:



Mandatory Reduction in Watering Days Durations	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Sunday. There is no watering Monday through Friday. See Exhibit 3 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
Ornamental Water Features	- Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. - The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
Vehicle Washing and Sidewalk Hosing	- The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. - The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Water Leaks	All leaks must be treated as a priority upon discovery and repaired at the safest scheduled opportunity.

Mandatory Odd/Even Water Schedule

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

Odd Address
 Even Address

Exhibit 4

● EMERGENCY RESPONSE PHASE V: CRITICAL WATER SUPPLY SHORTAGE



Applies during periods when there is a severe water supply shortage as determined by California State mandate, City Manager, system outage, equipment failure, contamination of water supply, or other emergency. In addition to upholding the programs and provisions outlined in Phases I, II, III and IV, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Rate Structure Enhancement	A 20% water rate increase on all residential and landscape accounts will go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation.
City Landscapes and Watering Schedules	Watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I, II, III and IV	See Phases I, II, III and IV

ACTIONS BY THE GENERAL PUBLIC:

Lawn and Landscaping Watering	Lawn and landscaping watering is prohibited.
Vehicle Washing	Vehicle washing should be accomplished either by automatic car washes that recycle water or with buckets and hoses equipped with a shut-off nozzle.
Continuation of all Conservation Programs and Regulations Established in Phases I, II, III and IV	See Phases I, II, III and IV



APPENDIX E
DWR POPULATION TOOL PRINTOUT



9/28/2017

WUEdata Main Menu

WUEdata - Porterville City Of




Please print this page to a PDF and include as part of your UWMP submittal.

Confirmation Information

Generated By Michael Knight	Water Supplier Name Porterville City Of	Confirmation # 2630475699	Generated On 9/28/2017 3:12:19 PM
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Boundary Information

Census Year	Boundary Filename	Internal Boundary ID
1990	convexHull3.kml	1333
2000	convexHull3.kml	1333
2010	convexHull3.kml	1333
1990	convexHull3.kml	1333
2000	convexHull3.kml	1333
2010	convexHull3.kml	1333

Baseline Period Ranges

10 to 15-year baseline period

Number of years in baseline period: ▼

Year beginning baseline period range: ▼

Year ending baseline period range¹: 2010

5-year baseline period

Year beginning baseline period range: ▼

Year ending baseline period range²: 2007

¹ The ending year must be between December 31, 2004 and December 31, 2010.

² The ending year must be between December 31, 2007 and December 31, 2010.

Persons-Per-SF Connection and Persons-Per-MF/GQ Connection

Year	Census Block Group Level	Census Block Level			# SF Connections	# MF/GQ Connections	Persons per SF Connection	Persons per MF/GQ Connection
	% Population in SF Housing	Service Area Population	Population in SF Housing (calculated)	Population in MF/GQ Housing (calculated)				
1990	75.79%	43,304	32,818	10,486	9177	458	3.58	22.90
1991	-	-	-	-	-	-	3.59	21.53
1992	-	-	-	-	-	-	3.61	20.15
1993	-	-	-	-	-	-	3.62	18.78
1994	-	-	-	-	-	-	3.64	17.40
1995	-	-	-	-	-	-	3.65	16.03
1996	-	-	-	-	-	-	3.66	14.66
1997	-	-	-	-	-	-	3.68	13.28
1998	-	-	-	-	-	-	3.69	11.91
1999	-	-	-	-	-	-	3.71	10.53
2000	76.68%	55,050	42,214	12,836	11333	1401	3.72	9.16
2001	-	-	-	-	-	-	3.74	9.92
2002	-	-	-	-	-	-	3.76	10.67
2003	-	-	-	-	-	-	3.78	11.43
2004	-	-	-	-	-	-	3.80	12.18
2005	-	-	-	-	-	-	3.82	12.94
2006	-	-	-	-	-	-	3.83	13.70
2007	-	-	-	-	-	-	3.85	14.45
2008	-	-	-	-	-	-	3.87	15.21
2009	-	-	-	-	-	-	3.89	15.96
2010	78.03%	64,827	50,581	14,246	12939	852	3.91	16.72
2015	-	-	-	-	-	-	4.00 *	20.50 *



9/28/2017

WUEdata Main Menu

Population Using Persons-Per-SF Connection and Persons-Per-MF/GQ Connection								
Year		# SF Connections	# MF/GQ Connections	Persons per SF Connection	Persons per MF/GQ Connection	SF Population	MF/GQ Population	Total Population
10 to 15 Year Baseline Population Calculations								
Year 1	2001	11852	711	3.74	9.92	44,315	7,050	51,365
Year 2	2002	11497	690	3.76	10.67	43,206	7,364	50,569
Year 3	2003	11759	692	3.78	11.43	44,414	7,908	52,322
Year 4	2004	12371	688	3.80	12.18	46,960	8,383	55,343
Year 5	2005	12356	806	3.82	12.94	47,138	10,430	57,568
Year 6	2006	12470	1010	3.83	13.70	47,810	13,833	61,643
Year 7	2007	12739	823	3.85	14.45	49,083	11,894	60,977
Year 8	2008	12700	951	3.87	15.21	49,174	14,463	63,637
Year 9	2009	12896	850	3.89	15.96	50,178	13,569	63,748
Year 10	2010	12939	852	3.91	16.72	50,581	14,246	64,827
5 Year Baseline Population Calculations								
Year 1	2003	11759	692	3.78	11.43	44,414	7,908	52,322
Year 2	2004	12371	688	3.80	12.18	46,960	8,383	55,343
Year 3	2005	12356	806	3.82	12.94	47,138	10,430	57,568
Year 4	2006	12470	1010	3.83	13.70	47,810	13,833	61,643
Year 5	2007	12739	823	3.85	14.45	49,083	11,894	60,977
2015 Compliance Year Population Calculations								
2015		13498	773	4.00 *	20.50 *	54,038	15,848	69,885
Hide Print Confirmation								

QUESTIONS / ISSUES? CONTACT THE WUEdata HELP DESK





CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Amendment to the GreenPower Motor Company, Inc. Agreement

SOURCE: Public Works

COMMENT: On February 7, 2017, the City of Porterville and GreenPower Motor Company, Inc. (GreenPower), entered into an Agreement for Battery-Electric Heavy Duty Buses. The Agreement was for an initial purchase of ten buses and eleven charging stations, with a disbursement schedule that was consistent with the California Air Resources Board (CARB) Grant Agreement.

On May 26, 2017, the City and CARB executed Amendment No. 1 to allow for progress payments based on clearly defined performance milestones.

On September 19, 2017, staff presented to Council Amendment No. 1 to the GreenPower Agreement authorizing progress payments to GreenPower in accordance with the performance milestones defined in the CARB Agreement Amendment No. 1. However, at the request of GreenPower, both the City and GreenPower did not execute Amendment No. 1, due to the change in the bus delivery schedule. GreenPower has since requested that the City draft Amendment No. 2 to the CARB Agreement based on the updated delivery schedule and payments based on a per item delivery schedule.

At the request of GreenPower, staff has drafted Amendment No. 2 to the CARB Agreement and it is expected to be approved by December 2017.

Staff is requesting that the City Council rescind Minute Order # 07-091917 for Amendment No. 1 and authorize the City Manager and City Attorney to execute the attached Resolution 02-2017/Agreement for Battery-Electric Heavy Duty Buses with GreenPower. The Amendment No. 2 will align the GreenPower Agreement with Amendment No. 2 to the CARB Agreement.

RECOMMENDATION: That the City Council:

1. Rescind Minute Order # 07-091917; and
2. Authorize the City Manager and City Attorney to execute the Amendment No. 2 to the Agreement for Battery-Electric Heavy Duty Buses with GreenPower Motor Company, Inc.

ATTACHMENTS:

1. Resolution 02-2017/Agreement for Battery-Electric Heavy Duty Buses
2. Amendment No. 2

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



THE CITY OF PORTERVILLE

RESOLUTION 02-2017

FOR

BATTERY-ELECTRIC HEAVY DUTY BUSES

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

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

and

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

WITNESSETH:

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

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

WHEREAS, the CITY and Contractor have submitted a proposal or response in connection with the Solicitation, which has been selected by ARB (hereinafter referred to as the “**Response**”); and

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

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

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

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

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

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

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

- a) This Contract together with all Exhibits hereto;
- b) The City of Porterville Municipal Code and Administrative Rules;
- c) The Solicitation; and
- d) The Response.

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

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

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

a) **Furnishing of Services.** The Contractor shall furnish to CITY the Services in compliance with the Contract Documents.

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

5. **TERM.**

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

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

6. **PAYMENT.**

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

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

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

d) **Additional Information.** CITY may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. CITY

may disallow and deduct any cost for which proper documentation is not provided.

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

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

g) **Withholding of 5% of Cost of Buses.** The CITY may withhold up to five percent (5%) of the total cost of each delivered and accepted Bus to assure correction of minor deficiencies. The withheld funds shall be paid in full to the Contractor within thirty (30) days of Bus acceptance, unless specific defects are found in the vehicle or it is subject to a fleet defect. The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when identified and within the thirty (30) day withholding period. The withheld funds shall be paid in full to the Contractor upon repairs of the vehicle or t execution by both parties of a written commitment from the Contractor reflecting a mutual agreement to resolve the identified deficiency. The withholding option set forth in this subparagraph shall be in addition to any damages and remedies available to CITY as set forth elsewhere in this Contract or which are otherwise available to CITY under applicable law. The exercise by CITY of the withholding option set forth in this subparagraph shall in no way constitute a waiver of CITY's ability to seek or exercise any other damages or remedies available to it.

7. CONTRACTOR'S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. CORPORATE AUTHORITY. Each individual signing this Contract on behalf of any entity represents and warrants that he or she is respectively, duly

authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Contract.

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

"CITY"

CITY OF PORTERVILLE

By _____

Name: John D. Lollis

Title: City Manager

Date _____

"CONTRACTOR"

GreenPower Motor Company, Inc.

By **Brendan Riley** _____

Name: Brendan Riley

Title: President

Date **03/08/2017** _____

Approved as to Form:

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

Julia Lew

By: _____

Name: _____

Title: City of Porterville Attorney

HLH:vs

Exhibit “A”

SCOPE OF SERVICES

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

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

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

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

In accordance with the Response, Contractor shall provide extensive bus operator training of the EV350. Each operator will be trained to proficiency to ensure safe operation of the vehicles. Contractor shall also provide extensive training to each mechanic who will be providing vehicle maintenance and repair, to assure that vehicles are ready and available for daily revenue service. Contractor shall also provide training to local first-responders on how to safely conduct emergency scene size-up and management; identifying an electric bus, effectively immobilize the vehicle for scene safety, disable the vehicle's High Voltage systems; conduct occupant rescue more safely, execute electric bus recovery and disposal.

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Section 1: General Conditions

1. Materials and Workmanship

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

2. Conformance with Specifications and Drawings

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

Inspection, Testing, Acceptance

3. General

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

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

4. Risk of Loss

The City shall assume risk of loss of the bus upon delivery, as defined in "Bus Delivery." Prior to this delivery, the Contractor shall have risk of loss of the bus, including any

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

5. Title and Warranty of Title

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

6. Intellectual Property Warranty

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

Data Rights

7. Proprietary Rights/Rights in Data

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

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

The CITY shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the CITY to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the CITY has the right to reverse engineer patented parts and software.

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

8. Access to Onboard Operational Data

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

Changes

9. Contractor Changes

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

10. CITY Changes

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

Legal Clauses

11. Indemnification

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

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

12. Suspension of Work

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

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

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

13. Excusable Delays/Force Majeure

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

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

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

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

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

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

14. Termination for Convenience

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

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

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

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

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

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

15. Termination for Default

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

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

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

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

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

16. Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the CITY and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

17. Changes of Law

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

18. Governing Law and Choice of Forum

This Contract shall be governed by the laws of State of California without regard to conflict of law rules. This contract is entered into and to be performed in Tulare County, California. The Contractor consents to the jurisdiction of the State of California and the County of Tulare.

19. Disputes

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

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the designated Contracting Officer of the CITY ordering the vehicles and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not

resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

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

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

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

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

the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the CITY shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

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

21. Confidential Information

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

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

The CITY shall employ sound business practices no less diligent than those used for the CITY’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary

information as defined in or pursuant to the statutes of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the CITY in its sole discretion, bears appropriate notices relating to its confidential character.

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

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

22. Conflicts of Interest, Gratuities

No member, officer, or employee of the CITY during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, as proscribed by applicable laws and regulations.

23. General Nondiscrimination Clause

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

24. Amendment

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

25. Waiver

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

26. Remedies not Exclusive

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

27. Counterparts

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

28. Severability

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

29. Third-Party Beneficiaries

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

30. Assignment of Contract

Neither party shall assign or subcontract its rights nor shall obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract be effective until approved in writing by the other party.

31. Independent Parties

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

32. Survival

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

- “Intellectual Property Warranty”
- “Data Rights”
- “Indemnification”
- “Governing Law and Choice of Forum”
- “Disputes”
- “Confidential Information”
- “Parts Availability Guarantee”
- “Access to Records”
- “Training”

Section 2: Special Conditions

1. Price Protection

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

2. Price Validity for the Initial Contract Term

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

3. Vehicle and Optional Feature Pricing for Option Periods

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

Preliminary Index Number on Month Prior to Notice of Exercise of Option
Index Number on Effective Date of the Contract

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

4. Prohibitions

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

5. Price Adjustments

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

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

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

Inspection, Testing, Acceptance and Repairs

6. Inspection

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

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

7. Pre-Delivery Tests

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

8. Service Prior to Delivery

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

- A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
- B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.

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

9. Delivery Coordination and Pricing of Delivery

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

10. Delivery Inspection, Post-Delivery Tests and Acceptance

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

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

11. Documentation and Deliverables Per Bus Order

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

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

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

12. Repairs after Non-Acceptance

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

13. Orientation with Delivery

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

14. Payment

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

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

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

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

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

15. Invoices

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

16. Payment of Taxes

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

17. Delivery Schedule

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

18. Liquidated Damages for Late Delivery of the Bus

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in "Delivery Schedule," except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, the CITY shall be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the CITY shall be fixed at \$100 per business day per bus not delivered in substantially as good condition as inspected by the CITY at the time released for shipment.

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

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

Service and Parts

19. Contractor Service and Parts Support

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

20. Parts Availability Guarantee

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

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

Where the Contractor fails to honor this parts guarantee or parts ordered by the CITY are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to CITY, within seven (7) days of the CITY's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers,

company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the CITY. The Contractor's design and manufacturing documentation provided to the CITY shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

21. Federal Motor Vehicle Safety Standards (FMVSS)

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

22. Motor Vehicle Pollution Requirements

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

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

23. Insurance

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

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

In addition, the vehicle manufacturer whose role is to provide the vehicle shall maintain in effect during the term of this Contract, including any warranty period, at its own

expense, all insurance coverage required by applicable law, and including but not limited to the following coverage and limits of insurance:

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

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

24. Interchangeability

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

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

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

25. New Technology

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

Section 3: Warranty

1. Contractor Warranty

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

2. Complete Bus

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

3. Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for **3 years/Unlimited Miles**.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of **12 years or 500,000 miles**, whichever comes first.

4. Propulsion System

Propulsion system components, specifically the engine or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for the standard **5 years or 300,000 miles**, whichever comes first. The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change.

5. Warranty Summary including Subsystems

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

Item	Years	Mileage
Complete Bus	2	Unlimited
Body Structure	3	Unlimited
Chassis Structure	12	500,000
Power Train	5	300,000
HVAC	3	Unlimited
Lift/Ramp	2	Unlimited
Inverters	5	Unlimited
Batteries	10	3,500 charging
Subfloor	12	Unlimited
Flooring	12	Unlimited
Exterior Paint	3	Unlimited
Structure/Body Corrosion	7	Unlimited
Body/Window Leakage	7	Unlimited
Other Optional Features	2	200,000

6. Extension of Warranty

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

7. Voiding of Warranty

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

8. Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

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

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

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

9. Pass-Through Warranty

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

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

10. Superior Warranty

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

Fleet Defects

11. Occurrence and Remedy

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

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

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

12. Exceptions to Fleet Defect Provisions

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

Repair Procedures

13. Repair Performance

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

14. Repairs by the Contractor

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

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

Repairs by the CITY

15. Parts Used

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

16. Contractor-Supplied Parts

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

17. Defective Component Return

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

18. Failure Analysis

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

19. Reimbursement for Labor and Other Related Costs

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

20. Reimbursement for Parts

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

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

21. Reimbursement Requirements

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

22. Warranty after Replacement/Repairs

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

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

23. Warranty Processing Procedures

The following list represents requirements by the Contractor to the CITY for processing warranty claims.

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

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

24. Forms

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

25. Return of Parts

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

- bus number and VIN
- claim number
- part number

26. Timeframe

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

27. Reimbursements

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

SECTION 4: QUALITY ASSURANCE

Contractor's In-Plant Quality Assurance Requirements

Quality Assurance Organization

1. Organization Establishment

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

2. Control

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

3. Authority and Responsibility

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

Quality Assurance Organization Functions

4. Minimum Functions

The quality assurance organization shall include the following minimum functions:

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

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

5. Basic Standards and Facilities

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

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

6. Maintenance of Control

The Contractor shall maintain quality control of purchases:

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

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

7. Manufacturing Control

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

8. Inspection System

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

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

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

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

Inspection

9. Inspection Stations

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

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

10. Optional Resident Inspectors

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

11. Resident Inspector's Role

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

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

12. Pre-Production Meetings

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

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

13. Authority

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

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

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

If applicable, the primary resident inspector shall remain in the Contractor’s plant for the duration of bus assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor’s quality assurance files related to this procurement. These files shall

include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

14. Support Provisions

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

15. Compliance with Safety Requirements

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

Acceptance Tests

16. Responsibility

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

17. Pre-Delivery Tests

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

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

The pre-delivery tests shall be scheduled and conducted with thirty (30) days' notice so that they may be witnessed by the resident inspectors, who may accept or reject the

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

18. Visual and Measured Inspections

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

19. Total Bus Operation

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

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

CITY-Specific Requirements

20. Pre-Delivery Bus Documentation Package (BDP)

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

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

- BDP Check-off Sheet listing the following:
- QA Certificate of Completion (signed by Contractor QC representative).
- Battery test certification – if applicable
- Water test Certification.

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

Section 5: Battery-Electric Heavy Duty Bus Specifications

1. SCOPE

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

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

2. APPLICABLE STANDARDS, LAW AND REGULATIONS

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

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

3. ALTOONA BUS TESTING:

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

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

4. VEHICLE TYPES AND SPECIFICATIONS

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

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

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

Contractor may offer additional line items showing lengths, seating plans and configurations available that it proposes to offer via this contract and show applicable pricing or credits. Acceptance of additional configurations must otherwise comply with all other solicitation requirements, be fully described by the Contractor and is at the discretion of the CITY. Configurations not proposed, priced and accepted are to be considered a cardinal change and are not to be sold under this contract.

5. SPECIFICATION REQUIREMENTS

These specifications apply to all components of Contractor vehicles unless otherwise stated within specifications.

VEHICLE LOADING: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs. per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

UNLADEN WEIGHT: A copy of a weight certificate from a state (state of final builders

location will be accepted for these purposes) certified scale showing the unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

BASE DRIVE MOTOR: Base vehicle to be equipped with rear-mounted Siemens drive motors. Contractor may offer and show as priced options additional engines in a separate attachment to be approved by the CITY.

BATTERY SYSTEM & BMS: Vehicles will be equipped with J.D. Power LiFeP04 battery systems and BSM.

HUB ODOMETER: The bus shall be equipped with a hub odometer mounted at the curbside of the rear axle. The hub odometer shall have a capacity reading no less than 999,999 miles.

FRONT SUSPENSION: The front suspension to be Ridewell Model ARS-227 (or equal) with 12,000 lbs. capacity, controlled constant height air spring suspension.

PASSENGER DOOR/S: Vehicle to be equipped with front and rear exit doors. Doors shall be a two (2) panel slide and glide design controlled by the driver, equipped with rear door brake and accelerator interlock. Door may not be opened unless bus is travelling below 2 mph. Interlocks must engage when door is opened. Doors able to be activated by driver operated release control valve. Rear door shall be equipped with a sensitive edge which shall upon an obstruction shall stop the door from closing and reopen the doors as well as warn the driver by sounding an alarm and energizing a dash warning light.

FRONT SPRINGS - Four (4) rolling lobe air springs per axle. The springs' air pressure maintained by a single, time-delayed height control valve. Air springs internally equipped with jounce rubber stops.

DAMPENING: The front springs are dampened by two (2) hydraulic suspension valve Koni shock absorbers.

STABILITY: Lateral and longitudinal stability is provided by rubber bushed radius rods.

REAR SUSPENSION: Ridewell Model ARD-227 (or equal) with 23,000 lbs. capacity, controlled constant height air spring suspension.

REAR SPRINGS: Ridewell four (4) rolling lobe air springs (or equal) per axle. Springs air pressure is maintained by two (2) each zero delay height control valves. Air springs are internally equipped with jounce rubber stops.

REAR DAMPENING: The front springs are dampened by two (2) hydraulic suspension valve Koni shock absorbers.

REAR STABILITY: Lateral and longitudinal stability is provided by rubber bushed radius rods

KNEELING: Driver actuated control to lower coach three inches (3") during loading or unloading. Audible signal, amber kneeling warning light and warning decal to be provided at entry door.

FRONT AXLE ASSEMBLY: Arvin Meritor Model FF943 or equal with wide track, hub-piloted, drop center, I-beam type provides a design load rating of 12,000 lbs. capacity.

REAR AXLE ASSEMBLY: Arvin Meritor Model RC-23 or equal hub-piloted, full floating type drive axle providing a design load rating of 23,000 lbs. capacity.

BRAKES: Bendix Air and Meritor-Wabco ABS systems (or approved equal) meeting all FMVSS 121 requirements. Air supplied by engine driven air compressor and regulated by an air governor.

ANTI-LOCK BRAKING: The Meritor-Wabco ABS (or approved equal) all wheel anti-lock braking system electronic system that monitors and controls wheel speed during braking.

PARKING/EMERGENCY BRAKE: Spring brake chamber controlled by a push-pull dash mounted control valve.

SPARE WHEEL/TIRE: Assembled spare wheel and tire as specified for bus model selected. Spare is shipped loose in bus.

BODY AND FRAME: Meets or exceeds FMVSS 220. Side and end frames designed and constructed to absorb excessive road shocks. Side doors and windows reinforced to transfer stresses around openings. Roof designed to withstand rollover stress.

UNDERCOATING: The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyolefin coating for bus applications. All openings in the floorboards and firewall shall be sealed.

MUD FLAPS: Mud flaps are installed behind the front and rear tires to within three inches (3") of the road surface. The rear mud flaps will be full width as specified.

BUMPERS: Front and rear bumpers are reinforced Romeo Rim HELP "S" energy absorbing type or equal. Bumpers are attached to the chassis frame with 1/2" diameter Grade 8 bolts.

PAINT: Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic white enamel that

matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost with cost documentation to be provided by the contractor. Paint shall meet OEM recommended testing, thickness requirements and orange peel.

LIGHTING: The headlamps, brake/tail, backup, turn signal and marker lamps will be LED type to long life and superior visibility. All exterior lighting conforming to all State regulations and FMVSS 108.

Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

- a) OEM daytime running lights.
- b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).
- c) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.
- d) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear. Shall be visible from the sides with bush guard installed.
- e) Center mounted LED light will be provided and mounted above rear window.
- f) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- g) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
- h) Low beam headlamps shall be LED. High beam headlamps shall be 12 volt halogen. High beam and low beam shall be separate assemblies. Standard OEM headlight installation shall be provided in accordance with FMVSS 108 and Part 393, Subpart B of the FMCSA as applicable.

- i) LED lamps shall be potted type and designed to last the life of the bus and have coating applied to protect the light from chemical and abrasion degradation.
- j) LED lights to be warrantied for the Altoona tested service life of the bus.

MODESTY PANELS: Modesty panels and barriers when specified are 1/4" thick gray melamine fitted to the 1¼" O.D. stainless steel tubing passenger assists.

SEATING: All seating, including driver, shall meet the following requirements:

Seat fabric shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be polyurethane with a minimum density of 2 lbs. per cubic ft. and need not comply with Docket 90-A. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial. Vinyl seat material shall be at a minimum level 36 oz. per running yard.

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209,210, and 302 for all seats and seat belts. Furthermore, documentation of current model testing with seats/belts installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- b) Inserts shall be easily removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts are to be provided, equal to Freedman USR, for all seats.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.

- f) All forward facing passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat.
- g) A minimum clear aisle of 15". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid ramp except when there is a rear ramp. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Optional foldaway seats must be equal to Freedman CitiSeat Foldaway. Foldaway seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during folding and unfolding. All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302 as applicable. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks where they exist. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.
- k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers' position, aisles, doors, modesty panels, and stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

l) **Passenger Seats**

All passenger seats shall be individual modules similar to Freedman CitiSeat, or equal, one or two position bench type modules of not less than 17.25 inches in width. All fixed seats may be forward or aisle facing, mounted for easy removal and have an individual insert. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats shall be available in cloth or vinyl, at buyer's choice at no extra cost.

INTERIOR LIGHTING: The interior lighting system shall provide a minimum 8 foot-candle illumination on a 1 sq. ft. plane at an angle of 45 degrees from horizontal, centered 33 in. above the floor and 24 in. in front of the seat back at each seat position. Allowable average light level for the rear bench seats shall be 7 foot-candles. The switch for these lamps shall be mounted in the dash, back lighted, and labeled.

Light sources shall be located to minimize windshield glare, with distribution of the light focused primarily on the passengers' reading plane while casting sufficient light onto the advertising display. The lighting system may be designed to form part of or the entire air distribution duct. Lens material shall be translucent polycarbonate. Lenses shall be designed to effectively "mask" the light source. Lenses shall be sealed to inhibit incursion of dust and insects yet be easily removable for service. Access panels shall be provided to allow servicing of components located behind light panels. If necessary, the entire light fixture shall be hinged.

First row lights to have automatic dimming feature. The first light on each side (behind the driver and the front door) is normally turned on only when the front door is opened, in "night run" and "night park." As soon as the door closes, these lights shall go out. These lights shall be turned on at any time if the toggle switch is in the "on" position.

First Light Modules are to Dim/Extinguish When Front Door is closed. When the master switch is in the "run" or "night/run" mode, the first light module on each side of the coach shall automatically extinguish or dim when the front door is in the closed position and illuminate when the door is opened.

The driver's area shall have a light to provide general illumination, and it shall illuminate the half of the steering wheel nearest the driver to a level of 5 to 10 foot-candles.

Floor surface in the aisles shall be a minimum of 7 foot-candles, and the vestibule area a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed. The front entrance area and curb lights shall illuminate when the front door is open and master run switch is in the "lights" positions. Rear exit area and curb lights shall illuminate when the rear door is unlocked.

Step lighting for the intermediate steps between lower and upper floor levels shall be a minimum of 4 foot-candles and shall illuminate in all engine run positions. The step

lighting shall be low-profile to minimize tripping and snagging hazards for passengers and shall be shielded as necessary to protect passengers' eyes from glare. Exterior and interior ramp lighting shall comply with CFR Part 49, Sections 19.29 and 19.31.

DRIVERS SEAT: Unless otherwise specified by purchasing agency, vehicle to be equipped with Recaro Ergo MC II or USSC G2 (or approved equal) buyers choice, no extra charge with air ride suspension base.

FLOORS: Floor construction shall be composite.

FLOOR COVERING: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.7 millimeter Altro Chroma or approved equal color to be specified by buyer. All step edges shall have Altro T36T Aluminum Step edge (or equal) with band of 2 ½ inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind stepwell. Flooring to be installed using manufacturer's instructions using proper tools and adhesives. Alternative flooring selections may be proposed as priced options on a separate attachment to be approved by CITY. All corners to be cut and welded (sealed properly as per flooring supplier instructions). No flooring to be rounded or molded to uneven parts of subfloor. All step track nosing should include rivets or sheet metal screws along with approved gluing to insure strips do not lift from wear.

STANCHIONS: Vehicle to be equipped with stanchions, overhead grab rails and modesty panels are designed and produced using 1¼" diameter 304 stainless steel tubing. Stanchions are fitted floor to ceiling per floor plan. Contractor to describe number and location of stanchions and modesty panels on the base floor plan submitted and options price for additions. Individual ordering agencies to provide specific guidance on preferred locations.

WHEELCHAIR LIFT: Ricon Mirage or Braun UVL 855 (or approved equals) in-step lift system will be supplied, buyers choice no extra charge. Lift to be fully enclosed in a compartment and installed in the front or center stepwells. Lift to meet ADA and California Title 13 requirements. Contractor may offer additional lifts as priced options that meet the same requirements if identified on a separate attachment.

WHEELCHAIR RESTRAINTS: Q-Straint 8100-A1 Deluxe or SureLok Titan 4 point restraints to be supplied at buyer's choice, no extra charge at each wheelchair position. Convenient storage compartment to be installed.

HEATING AND AIRCONDITIONING: Base vehicle to have Thermo King roof mounted all electric heating/AC unit.

ROOF HATCH: Transpec Model #1122 five (5) position roof ventilator and emergency escape hatch to be installed in the roof over the rear axle

ELECTRICAL/WIRING: To be equipped with the I/O Controls - DINEX #G2A or G3 Multiplex Systems electrical control wiring system or approved equal. The system components should be capable of performing reliable operation in an environment of between minus 30° C to plus 80° C while encountering mobile shock and vibrations. Each module is adequately shielded to prevent interference by EMI and RFI. The multiplex power source is isolated thereby avoiding any ground noise. The program for operating the bus to be contained in the MBC (Master Bus Controller). A single downloading point will be located on the bus for reprogramming.

The components of the multiplex system are to be of modular design, providing for ease of replacement by field maintenance personnel. Furthermore, each module to utilize LED's to indicate input /output status, circuit integrity and assist in rapid circuit diagnostics and verification of the load and wiring integrity. The internal control device is to be a solid-state device, providing an extended life service cycle. Non-self-resetting circuit breakers or fuses to be provided protecting each individual circuit. Programmable time delay functions and integrated flasher capabilities are contained in the control module.

All general purpose wiring to be cross-linked polyethylene insulated color and number coded for positive identification, and meets the requirements of SAE recommended practice J878a, Type SXL. Precautions have been taken to avoid damage from heat, water, solvents or chafing by proper routing, clamping and the use of grommets or suitable elastomeric cushion materials. Harnesses are designed to resist abrasion by the use of machine mesh woven plastic loom. Harnesses are sectional, terminating at insulated multi-pin quick disconnects or junction blocks.

DESTINATION SIGNS: Vehicle to be equipped with front and side destination signs. The displays shall consist of amber colored LED's. All amber LED's used for the destination signs shall be rated for 100,000-hours. The characters formed by the LED's shall meet the requirements of the Americans with Disabilities ACT (ADA) of 1990 Reference 49 CFR Section 38.39. The software will give the end user the capability to select from a vast selection of custom fonts, pre-programmed fonts and the Microsoft TrueType Directory fonts for display on the LED Signs for the most customization possible to the desire of the end user's riding public. (Reference Unit Hanover LED or approved equal)

ALL destination signs shall be supplied with an ambient light detection sensor that controls the LED intensity according to the exterior light conditions. This adjustment shall be continuously linear, not stepped, from 10-100% output.

All Amber signs will have a 10-year warranty. All Color and White signs will have a 5-year warranty. Sufficient quantity of spare parts to be stocked at service centers identified in the proposal.

All programming software and apparatus required for updating the sign messages shall be Windows compatible and provided free of charge.

A combination of any of the following sign configurations may be mounted in any one vehicle. Each sign will contain common processor and power supply circuit boards.

- 1) 200 Columns by 24 rows
- 2) 160 Columns by 17 rows
- 3) 128 Columns by 15 Rows
- 4) 112 Columns by 15 Rows
- 5) 96 Columns by 15 Rows
- 6) 96 Columns by 8 Rows
- 7) 48 Columns by 15 Rows
- 8) 36 Columns by 10 Rows

**All of the above signs will be amber unless otherwise specified. All above signs shall be available in full color, white or single panel color if requested. If above specified sign sizes are not optimal, vendor will be requested to manufacture other sign sizes available as requested or will custom build per specification as requested.*

WINDOWS: All windows to meet State and Federal Safety Regulations. Windows shall be bonded with tip-in transform. Driver window shall be slider type.

MIRRORS: Exterior mirrors to be fully adjustable, heated and remote controlled. Mirror heads and rigid adjustable support arms supplied in black powder-coated finish. Interior mirror is large convex fully adjustable rearview mirror mounted within easy reach of the driver.

PAINTING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy must be available for review and acceptance prior to preproduction meeting.

- a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
- b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for **each** vehicle ordered.
- c) All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid ramp, air-conditioning system, tie downs, seating, heater, etc.

- d) The Contractor shall have available complete bus maintenance manuals to include the drive motors and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.

PUBLIC ADDRESS SYSTEM: Bus to be equipped with a public address amplifier and flexible 36" Gooseneck microphone with four (4) baffled interior and one (1) waterproof exterior speaker. Interior speakers are mounted two (2) front and two (2) rear in the face of the ceiling cove. Exterior speaker to be located in the front door entrance area. Vehicle to be equipped with interior passenger signaling system that meets ADA requirements including interior stop request light.

FIRE SUPPRESSION: Bus shall be equipped with an Amerex 25lb ABC fire extinguisher.

Section 6: Base Equipment and Options



EV350 40-Foot All-Electric Low Floor Bus

Pricing and Options

			PRICE: Standard	\$ 788,688.00
			Designation	PRICE: Option or (Deduct) Below
1		Air		
1	1	Shop Air Connection (Milton S790)	Standard	Included
1	2	Bendix AD9, (300 ci Purge)	Standard	Included
1	3	Bendix Adip, Heated	Option	\$ 110.00
1	4	Bendix Puraguard Air/Oil Separator	Option	\$ 175.00
1	5	Haldex Consep Moisture Ejector, Heated, At Air Dryer	Option	\$ 155.00
1	6	Chicago Rawhide T2000	Option	\$ 65.00
1	7	Kingston Auto Drain Valve At Ping Tank	Option	\$ 65.00
1	8	Terminate Kneeling Operation Sensor	Option	\$ 2,950.00
1	9	Bendix ADIS	Option	\$ 350.00
2		Body - Bus LengthElectric (Approximate)		
2	1	35 Passenger Seating	Standard	Included
3		Body		
3	1	Standard Styling Package	Standard	Included
3	2	BRT Exterior Styling Package (Front & Rear) with One Piece Windshield	Option	\$ 16,500.00
3	3	BRT Roof Fairings Front and Rear	Option	\$ 2,600.00

3	4	Curbside A Post Skid Plate	Option	\$ 97.00
3	5	2 - Piece BRT Windshield w/Destination Sign Glazing with Standard LF Rear Cap	Option	\$ 11,200.00
4		Body - Operator Seat		
4	1	Recaro Ergo Metro w/Fabric Seat and Back w/Gray Fabric Boxing	Standard	Included
4	2	Recaro MCII	Option	\$ 260.00
4	3	USSC 9100 ALX w/Fabric Seat and Back w/Gray Fabric Boxing	Option	\$ 455.00
4	4	USSC 9100 ALX - 3 w/Fabric Seat and Back w/Gray Fabric Boxing	Option	\$ 955.00
4	5	Add Headrest	Standard	Included
4	6	Add Armrest (Right Side only)	Option	\$ 110.00
4	7	Add Shoulder Belt	Option	\$ 215.00
4	8	Add 3 -Point, Horizontally Adjustable D - Loop	Option	\$ 215.00
4	9	Driver's Seat Vacancy Alarm	Option	\$ 210.00
4	10	Safety Orange Shoulder Belt	Option	\$ 215.00
4	11	Silicon Foam At Lower Seat Cushion	Option	\$ 490.00
4	12	Holdsworth Fabric	Option	\$ 260.00
4	13	FR Treated Foam (Recaro)	Option	\$ 282.00
4	14	USSC Q90 ALX	Option	\$ (50.00)
4	15	USSC G2A -2pt Drivers Seat	Option	\$ (80.00)
4	16	USSC Q91 ALX3	Option	\$ (120.00)
5		Body - Paint & Decal		
5	1	One Color w/Roof Numbers	Standard	Included
5	2	(2) Colors, with and without Black Mask At Windows	Option	\$ 745.00
5	3	(3) Colors, with and without Black Mask At Windows	Option	\$ 1,175.00
5	4	Basic Decal Package (Up to Three Strips and Equivalent Design)	Standard	Included
5	5	Custom Paint/Decal Design (Per Purchasers' Spec)	Option	QUOTE
5	6	Clear Coat Complete Bus	Option	\$ 875.00
5	7	delete Roof Numbers (deduct)	Option	\$ (65.00)
6		Body - Schedule Rack		
6	1	None	Standard	Included
6	2	Innocom Schedule Racks 3.75" x 7" x 1.5"	Option	\$ 85.00
6	3	Innocom Schedule Racks 8.62" x 1 1" x 1"	Option	\$ 25.00
6	4	22" x 21" Black, RH Load Open Back	Option	\$ 170.00

7		Body - Stanchions/Grab Rails		
7	1	Stainless Steel Stanchions and Grab Rails and Modesty Panel Tubes	Standard	Included
7	2	Powder Coated Vertical Stanchions, Grab Rails and Modesty Panel Tubes	Option	\$ 750.00
7	3	Powder Coated Vertical Stanchions only	Option	\$ 250.00
7	4	Farebox Guard Rail	Standard	Included
7	5	Grab Rail Forward Wheel Housing	Standard	Included
7	6	Luggage Rack 68", Two -Tier with Fixed Shelf's	Option	\$ 995.00
7	7	Vinyl Coated Nylon Grab Straps (Cost per Handle)	Option	\$ 20.00
7	8	SSTL Spring Loaded Grab Handle (Cost per Handle)	Option	\$ 125.00
8		Body - Bike Rack		
8	1	None	Standard	Included
8	2	Sportworks Apex 3 - 3 Position Bike, Stainless Steel	Option	\$ 2,200.00
8	3	Sportworks - 2 Position Bike, Black Powder Coated	Option	\$ 1,495.00
8	4	Sportworks - 2 Position Bike, Stainless Steel	Option	\$ 1,745.00
8	5	Sportworks - 3 Position Bike, Black Powder Coated	Option	\$ 1,945.00
8	6	Sportworks - 3 Position Bike, Stainless Steel	Option	\$ 2,375.00
8	7	Velo Porter - 2 Position Bike, SS	Option	\$ 1,550.00
8	8	Velo Porter - 3 Position Bike, SS	Option	\$ 1,900.00
8	9	Midwest Bus - BYK RYK 2 bike or 3 bike	Option	\$ 2,400.00
8	10	Midwest Bus - BYK RYK (Stainless Steel)	Option	\$ 2,200.00
8	11	Bike Rack Deployed Lamp on Dash	Option	\$ 30.00
8	12	Bike Rack 5" Spot Mirror	Option	\$ 45.00
8	13	Bike Rack Mounted Advertising Frame, 14"X 44"	Option	\$ 200.00
8	14	Mounting Brackets only 2 or 3 bike	Option	\$ 775.00
9		Body - Driver's Barrier		
9	1	None	Standard	Included
9	2	Wrap Around Fiberglass with Schedule Rack Cutouts	Option	\$ 375.00
9	3	Wrap Around Fiberglass W/O Schedule Rack Cutouts	Option	\$ 320.00
9	4	Plexiglass Drivers Security Enclosure	Option	\$ 1,550.00
9	5	Flat Melamine, Two Piece	Option	\$ 250.00
9	6	Flat Melamine, Two Piece, w/(4) Schedule Holders	Option	\$ 285.00
10	6	Body - Exit Door		

10	1	Standard Melamine Panels on Lower Section	Standard	Included
10	2	Upper Clear Plexiglas Modesty Panels Both Sides of Rear Exit Door	Option	\$ 400.00
11		Body Exterior Mirror		
11	1	B&R One Piece 8" x 8" Flat Glazing W/Stainless Steel Arms, Remote Both Sides	Option	\$ 85.00
11	2	B&R One Piece 8" x 8" Flat Glazing W/S.S. Arms, Manual W/6" Spot Mirror	Option	\$ 55.00
11	3	B&R 6"x 14" 2 Piece, Heated, Remote Both Sides (BRT/Class A)	Option	\$ 225.00
11	4	B&R 8" x 15" 2 Piece, Heated, Remote Both Sides	Option	\$ 490.00
11	5	B&R 9" x 11" 2 Piece, Heated, Remote Both Sides	Option	\$ 305.00
11	6	B&R 9" x 13" Class "A" 2 Piece, Heated, Remote Both Sides	Option	\$ 675.00
11	7	B&R 10" x 13:", 2 Piece (Flat & Convex), Heated, Remote Both Sides	Option	\$ 195.00
11	8	B&R 10" x 11 " 1 Piece, Heated, Remote Both Sides	Option	\$ 205.00
11	9	B&R 10" x 13" 1 Piece, Heated, Remote Both Sides	Option	\$ 215.00
11	10	Hadley 8" x 15", 2 Piece (Flat Upper/Convex Lower), Heated, Remote Upper Mirror Driver Side	Standard	Included
11	11	Hadley 8" x 15", 2 Piece (Flat Upper/Convex Lower), Heated, Both Remote Curbside	Standard	Included
11	12	Rosco 8" x 15" 1 Piece, Heated Remote Both Sides	Option	\$ (150.00)
11	13	Lucerix Metagal 7" x 15" 2 Piece, Heated Remote Both Sides	Option	\$ 185.00
11	14	Velvac View-All System (Camera Mounted in Exterior Mirror W/LCD Screen in Driver Area)	Option	\$ 185.00
11	15	Velvac Hyperion Lane Change Guardian	Option	Quote
11	16	ADD: LED Turn Signal to Side Mirror - Side Mount	Option	\$ 130.00
11	17	ADD: LED Turn Signal to Side Mirror - Within Glass	Option	\$ 225.00
11	18	delete Remote Mirror Controls and Heated (deduct)	Option	\$ 250.00
12		Body Floor Covering		
12	1	RCA Rubber flooring (deduct)	deduct	\$ (300.00)
12	2	Altro Meta/Chroma Transfloor OR Gerflor Tarabus Sirius/Helios	Standard	Included
12	3	Altro wood safety (vinyl simulated woodgrain)	Option	\$ 675.00
12	4	Gerflor Tarabus Gaya Wood (vinyl simulated woodgrain)	Option	\$ 600.00
12	5	Composite Sub Floor	Standard	Included
12	6	Rear Seat Riser for Forward Facing Seats	Option	\$ 1,220.00
12	7	Front Seat Risers for Forward Facing Seats (Each Side)	Option	\$ 785.00
13		Body Interior Mirror		
13	1	Mirror - 8 1/2 " X 16"	Standard	Included

13	2	Mirror - 4.75" X 15"	Option	\$ (20.00)
13	3	Mirror - Front Door 6" Round on Header Door	Option	\$ 75.00
13	4	Mirror - Rear Exit Door/Step Well 12" Convex	Standard	Included
14		Body- Passenger Signal		
14	1	Pullcords - Above Windows (Neutral Or Yellow) w/Touch Pad At W/C Positions	Standard	Included
14	2	Touch Tape (At Window Mullions)	Option	\$ 995.00
14	3	Button at Exit Door Vertical Stanchion	Option	\$ 95.00
14	4	Additional Amber Stop Request Lamp Mounted on Driver's Dash	Option	\$ 40.00
15		Body- Rear Door		
15	1	34" Wide Rear Door w/Full Driver Control (Air Open/Spring Close)	Option	\$ (750.00)
15	2	48" Wide Rear Door w/Full Driver Control (Air Open/Spring Close)	Option	\$ 1,525.00
15	3	Electric Operated Front/Rear Door Motor and Control	Standard	Included
15	4	Passenger Open (Push Open/Spring Close)	deduct	\$ (310.00)
15	5	Touch Bars (Air Open/Spring Close)	Option	\$ 975.00
15	6	Touch Bars w/Driver Override	Option	\$ 1,050.00
15	7	Touch Tape in Place of Touch Bars	Option	\$ 795.00
15	8	Vapor Class Acoustic (Photo Sensor)	Option	\$ 3,105.00
15	9	Vapor V Touch (Electronic Touch Bar)	Option	\$ 1,025.00
15	10	Vapor Electric Transit Operator	Option	Quote
15	11	Vapor Electric Door Control / 1939 Interface	Option	Quote
15	12	Vapor Optical Pressure Wave Switch	Option	\$ 225.00
15	13	Exterior Air Release (Front Door Control Valve)	Option	\$ 220.00
15	14	Driver Push Button Door Controls	Option	\$ 185.00
15	15	Bode CADS All electric doors	Option	\$ 1,450.00
15	16	delete Rear Door, Add Two Seats	Option	\$ (800.00)
16		Body -Roof Hatch		
16	1	Manual Hatch At Front and Rear Positions	Standard	Included
16	2	delete One (1) Roof Hatch Position	Option	\$ (310.00)
16	3	Electric Hatch with Driver Control (per Position)	Option	\$ 595.00
17		Cooling System		
17	1	EMP Electric Cooling Fan System	Option	Quote
17	2	Electric Fan Cooling System (Non EMP - Specify OEM)	Standard	Included

17	3	Double Breeze Constant Tension Clamps	Option	\$ 375.00
17	4	Oetiker Constant Torque Clamps	Standard	Included
17	5	Grayson Electric Cooling Fan System	Option	Quote
18		Electrical		
18	1	Voltage Spike Arrestor, S.K.I. Products SKI241 -101445, or Approved Equal	Option	\$ 95.00
18	2	24 Volt to 13.6 Volt DC - DC Converter, 30 Ampere Output, Model 1645 - 24 - 12 - 30, Manufactured By Wilmore Electronics Co., Inc. or Equivalent	Option	\$ 175.00
18	3	Battery Voltage Equalizer	Standard	Included
19		Elect - Automatic Passenger Counter		
19	1	None	Standard	Included
19	2	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities	Option	\$ 12,115.00
20		Elect - Accessories		
20	1	12 V Cigarette Light Adaptor for PC Auxiliary Power - Drivers Area	Standard	Included
20	2	12 V Cigarette Light Adaptor for PC Auxiliary Power - Rear Air Return Grille Area	Standard	Included
21		Elect - Equip Storage Box		
21	1	None	Standard	Included
21	2	UTA APC Sensors, Cabling, CPU only	Option	\$ 4,775.00
21	3	33"H X 20"D X 22.5"W, 13 - 42920F006	Option	\$ 1,475.00
21	4	33"H X 20"D X 22.5"W, 13 - 42920F006, w/2 - Doors	Option	\$ 1,550.00
21	5	33"H X 20"D X 22.5"W, 13 - 42920F014, w/Louvered Back Panel	Option	\$ 1,675.00
22		Elect - Exterior Lights		
22	1	All Exterior Lights LED - Type Lamps	Standard	Included
22	2	Headlight LED Dialight - Low Beam	Option	\$ 225.00
22	3	Headlight LED Dialight - High Beam	Option	\$ 250.00
22	4	Tail Lights - Manufacturer Dialite LED, Fixture Size - 7" Diameter	Option	\$ 450.00
22	5	Tail Lights - Manufacturer Dialite LED, Fixture Size - 4" Diameter	Option	\$ 350.00
23		Elect - Multiplexing		
23	1	Dinex, I/O Controls G3 System	Standard	Included
23	2	I/O Controls Wireless RF Module	Option	\$ 1,957.00
23	3	I/O Controls, Gateway Module (Included in the ITS Prewire Option)	Option	\$ 575.00
23	4	Vansco	Option	Quote
23	5	VDO	Option	Quote

24		Elect - Video Surveillance		
24	1	None	Standard	Included
24	2	Apollo RoadRunner DVR 2TB 4 Camera System w/Audio	Option	\$ 4,576.00
24	3	Apollo RoadRunner DVR 2TB 8 Camera System w/Audio	Option	\$ 6,935.00
24	4	Apollo RoadRunner DVR 2TB 12 Camera System w/Audio	Option	\$ 8,295.00
24	5	Apollo RoadRunner DVR 2TB 16 Camera System w/Audio	Option	\$ 11,428.00
24	6	Apollo RoadRunner HDR DVR 2TB 4 Camera System & Audio	Option	\$ 5,500.00
24	7	Apollo RoadRunner HDR DVR 2TB 8 Camera System & Audio	Option	\$ 8,200.00
24	8	Apollo RoadRunner HDR DVR 2TB 12 Camera System & Audio	Option	\$ 10,795.00
24	9	Apollo RoadRunner HDR DVR 2TB 16 Camera System & Audio	Option	\$ 13,621.00
24	10	Apollo Wireless Data Download capable	Option	\$ 785.00
24	11	Apollo Cellular "Live Look Through" Capable	Option	\$ 1,043.00
24	12	Apollo Vehicle Information Management System (ViM)	Option	\$ 4,830.00
24	13	Cole Hersee 12063 Electrical Tow Connector	Option	Quote
24	14	(4) Camera Pre Wire Package	Option	\$ 200.00
24	15	SEON TX8 8 channel w/1 TB hard drive	Option	\$ 3,140.00
24	16	SEON DX-HD 13 channel w/1 TB hard drive	Option	\$ 3,440.00
24	17	SEON 2 TB hard drive upgrade	Option	\$ 860.00
24	18	SEON WP00AG4 Explorer DX12 and DX-HD Smart-Link 12 VDC module to DVR cable, diagnostic indicator/alarm button & harness, GPS4 receiver mount.	Option	\$ 425.00
24	19	SEON CQ903A integrated IR Dome day/Night 600TVL interior camera, audio, 2.9 mm lens.	Option	\$ 195.00
24	20	SEON CA904EI Day/Night 600TVL camera, exterior (w/infrared, no audio), 3.6 mm lens.	Option	\$ 325.00
24	21	SEON CJ904A Dome Day/Night 600TVL camera, audio, 3.6mm lens w/mount	Option	\$ 195.00
24	22	SEON CHW702EJ HD progressive scan camera, 16mm lens, exterior (no audio) and APPINJ POE injector w/mount.	Option	\$ 325.00
24	23	SEON SRLGA07 Smart-Reach Lite, 2.4GHz Wireless bridge w/antenna	Option	\$ 475.00
24	24	SEON HDD-STB Vmax View software, docking station & handheld mouse.	Option	\$ 250.00
24	25	SEON LMK LCD monitor, 5.6 inch, AC charger, battery pack	Option	\$ 325.00
24	26	Safety Vision RR6000 Pro w/(4) Digital Color Cameras, 120 GB DVR, w/Audio	Option	Quote
24	27	Angel Trax - 6 HD/IR Camera System - 500 G HD Storage with SD Card Backup and Wi-Fi ready	Option	\$ 4,245.00
24	28	Angel Trax - 8 HD/IR Camera System - 500 G HD Storage with SD Card Backup and Wi-Fi ready	Option	\$ 4,845.00

24	29	Angel Trax - 12 HD/IR Camera System - 750 G HD Storage with SD Card Backup and Wi-Fi ready	Option	Quote
24	30	Angel Trax -16 HD/IR Camera System - 750 G HD Storage with SD Card Backup and Wi-F- ready	Option	Quote
24	31	Angel Trax Upgrade to 1 Tb - Double Stacked 500 G HD	Option	\$ 230.00
24	32	Angel Trax Live View, Live GPS, and System Health Notification option	Option	\$ 675.00
24	33	March Network (8) Camera System	Option	\$ 7,550.00
24	34	REI Bus Watch Digital	Option	\$ 3,100.00
24	35	TVSS Claim Safe III w/4 Digital Cameras	Option	\$ 6,225.00
24	36	Mobileview IV Digital, (5) Cameras, 250 GB DVR, w/Audio	Option	\$ 7,845.00
24	37	Mobilview PENTA DVR	Option	Quote
24	38	Mobileview MV3000 DVR	Option	Quote
24	39	Rear View Camera System	Option	\$ 1,125.00
24	40	Add Additional Color Camera	Option	\$ 450.00
24	41	Central Station Mobileview (Kalatel)	Option	\$ 1,375.00
24	42	Verint 4 Camera System	Option	\$ 4,850.00
24	43	Verint 5 Camera System	Option	\$ 5,250.00
24	43	Video Test Kit Mobileview IV - Kalatal	Option	Quote
24	44	Desk Top Viewing Station (REI)	Option	\$ 3,325.00
24	45	Velvac Hyperion Virtual DVR (up to 7 camera views through dash mounted tablet)	Option	Quote
25		Elect- Auxiliary Lights		
25	1	Four (4) 4" Diameter LED Auxiliary Brake Lights	Option	\$ 125.00
25	2	Two (2) 4" Diameter LED Auxiliary Brake Lights	Standard	Included
25	3	Two (2) Dialight 7" Diameter LED Auxillary Brake Lights	Option	\$ 225.00
25	4	4 LED Brake Strip Lamps	Option	\$ 475.00
25	5	JKA Enterprises LED "Stop" Light	Option	\$ 575.00
25	6	Exterior Curb Lamps, Front & Rear - Dialight	Standard	Included
25	7	Triangle Amber LED Yield Sign - Dialight	Option	\$ 595.00
25	8	Two (2) Red LED Brake Strip Lamps	Option	\$ 205.00
25	9	delete LED Auxiliary Brake Lights (deduct)	Option	\$ 207.00
25	10	Overhead Farebox Light W/Night - Day Switch (on Drivers Side Panel) - Light Illuminates W/Frt. Door Open and Switch in the Night Position	Option	\$ 110.00
25	11	Rear Electrical Compartment Lights	Standard	Included

25	12	Decel Lights (2) - Non - Flashing only (Per NHTSA)	Option	\$ 265.00
26		Elect - Battery & Battery Chargers		
26	1	(4) DEKA Group 31 Top Post	Option	\$ 240.00
26	2	DEKA AGM Type 8D/Group 31	Option	\$ 455.00
26	3	(2) Odyssey Group 31 qty 2	Standard	Included
26	4	(2) Trojan Group 31 qty 2	Option	\$ 245.00
26	5	En-route Battery Charging system (please specify) - <i>Electric buses only</i>	Option	Quote
27		Elect- Communication/Radio		
27	1	Pre - Wire:12V/40A Direct Battery & 12V/10A Ignition (Route to RH Dash & Ele. Equip. Box) and Install Roof Mount RF/GPS/Cellular Antenna	Standard	Included
27	2	Motorola XLT 2500, 10- 35 W, 800MHZ W/DEC Box and Silent Alarm Switch	Option	\$ 5,325.00
27	3	Motorola XLT 5000	Option	\$ 5,751.00
27	4	Motorola CM200 and CM300, 45W, 439 - 470- MHZ	Option	\$ 1,550.00
27	5	Motorola CDM 1250	Option	\$ 2,620.00
27	6	Harris Radio	Option	\$ 450.00
27	7	DC Power Filter for Radio Wiring	Standard	Included
27	8	Hand - Held Microphone	Option	\$ 75.00
27	9	Public Address System with Boom Mic	Standard	Included
27	10	Additional Flush Mounted Speakers (per Pair)	Option	\$ 70.00
27	11	ASP930T Radio Antenna with RG58 Coax Cable and TNC Connector	Option	\$ 85.00
27	12	Antenna Specialist ASP- 572	Option	\$ 85.00
27	13	Customer Specified Two Way Radio and Installation	Option	QUOTE
27	14	GPS Antenna W/Gasket (Trimble 502 Model 18334 and Approved Equal) with RG58 Coax Cable and F Type Male Connector to the VLU	Option	\$ 275.00
28		Elect - Destination Signs		
28	1	Twin Vision Silver Series Sign (16 X160) Front & Side Twin Vision Silver Series Sign (24 X 200) Front & Side	Option	\$ 3,200.00
28	2	Twin Vision Smart Series II (16 X160) Front & Side Twin Vision Smart Series II (24 X 200) Front & Side	Option	Quote
28	3	Twin Vision 100% Amber LED, Front, Curb Side, Rear	Option	\$ (1,200.00)
28	4	Twin Vision Chroma I Color LED Front	Option	\$ 8,200.00
28	5	Twin Vision Chroma IV 100% Color LED	Option	\$ 9,200.00
28	6	Twin Vision 24 X 200 Front Amber LED Sign	Option	\$ 3,805.00

28	7	Luminator SMT Horizon 100% Amber LED Front, Curbside, Rear	Standard	Included
28	8	AXION with WI FI and Time and Date Time Stamp	Option	\$ 5,500.00
28	9	Luminator Spectrum 100% Amber LED Front ,Curbside, Rear	Option	\$ 10,150.00
28	10	Luminator White LED Front, Curb-side and Rear	Option	\$ 100.00
28	11	Add Street Side Sign (Amber LED)	Option	\$ 1,600.00
28	12	delete Rear Sign	Option	\$ (700.00)
28	13	Program Software (Twin Vision)	Option	\$ 1,141.00
28	14	Luminator Programming Software USB Wireless	Option	\$ 1,102.00
28	15	Transign Curtain Front and Side Sign	Option	Quote
28	16	Heated Front Sign Glazing	Option	\$ 225.00
28	17	Transign, (4) Character, Metal Housing	Option	\$ 285.00
28	18	Transign, (3) Character, Metal Housing	Option	\$ 245.00
28	19	Transign, (2) Character, D - 1 853, Metal Housing	Option	\$ 215.00
28	20	Twin Vision Electronic Front Dash Sign	Option	\$ 875.00
28	21	Hanover Display Destination Signs	Option	Quote
28	22	Luminator Electronic Front Dash Sign	Option	\$ 1,045.00
29		Elect - Intelligent Vehicle Network		
29	1	None	Standard	Included
29	2	Clever Devices IVN III W/Voice Annunciation, APC, Wireless LAN	Option	\$ 17,995.00
29	3	AVAIL IVN W/MDC, GPS, APC, WLAN	Option	\$ 22,535.00
29	4	Init Voice Enuciator/AVL/GPS/APC/WLAN	Option	\$ 31,000.00
29	5	Siemens Transit Master	Option	\$ 31,000.00
29	6	Transloc Transit Visualization System AVL	Option	\$ 2,070.00
29	7	Orbital TMS CAD/AVL System W/Voice Annunciation, APC	Option	Quote
29	8	Intelligent Vehicle System Prewire only	Standard	Included
29	9	Mapping and Database Setup for GPS per Customer Requirement	Option	Quote
29	10	Trimble "Button" Antenna	Option	\$ 375.00
29	11	Low Profile Blade Antenna	Option	\$ 125.00
30		Elect - Pleasure		
30	1	None	Standard	Included
30	2	Radio Tacho Link Event Data Recorder	Option	Quote
30	3	Radio	Option	\$ 175.00

30	4	Radio Am/FM/CD	Option	\$ 280.00
31		Elect - Public Announcement		
31	1	Drivers Speaker W/Separate Volume Control	Standard	Included
31	2	REI Model 750040 PA W/Handheld Mic W/(8) Flush Mount Speakers	Option	\$ 725.00
31	3	DR 700 Vehicle Logic Unit W/GPS Capability, w/LED Sign, W/O Mapping	Option	\$ 7,325.00
31	4	Clever Devises - Speakeasy II	Option	QUOTE
31	5	Rei Echo PA System	Option	\$ 935.00
31	6	Shure Brothers Lapel Microphone w/REI PA System	Option	\$ 135.00
31	7	Midwest Lapel Microphone (Use w/Voice Annunciation System)	Option	\$ 475.00
31	8	Interior LED Sign	Option	\$ 1,250.00
32		Fare Box		
32	1	No Farebox, Power Circuit and Groundstrap only	Standard	Included
		Genfare Fastfare		Quote
32	2	GFI 36" Fastfare	Option	\$ 17,980.00
32	3	GFI 36" Odyssey	Option	\$ 15,978.00
32	4	GFI 41" Fast Fare	Option	\$ 17,980.00
32	5	GFI 41" Odyssey	Option	\$ 15,835.00
32	6	Diamond Model H w/Two (2) Vaults	Option	\$ 2,650.00
32	7	Diamond Model SV w/Two (2) Vaults	Option	\$ 1,620.00
32	8	Main T1 Farebox w/Two V1 Vaults in Standard Paint Colors	Option	\$ 955.00
32	9	Main M 4 Farebox w/Two V4 Vaults in Standard Paint Colors	Option	\$ 855.00
32	10	Main SL 5 Farebox w/Two V5 Vaults in Standard Paint Colors	Option	\$ 2,195.00
32	11	Cubic Farebox	Option	Quote
32	12	Denominator Manual Passenger Counter	Option	Quote
32	13	Incandescent Farebox Lamp, Ceiling Mounted	Option	
32	14	Globe Transfer Cutter	Option	\$ 65.00
33		HVAC		
33	1	TK Intelligaire 3 W/X 616 Compressor, R134A, Reliance Brushless Cond. & Evap. Motors	Option	Quote
33	2	TK System w/General Electric Field Wound Motors (Cond & Evap)	Option	Quote
33	3	TK System w/General Electric P.M. Motors	Option	Quote
33	4	TK System w/X430Compressor	Option	Quote
33	5	TK System w/S391 Screw Compressor	Option	\$ 850.00

33	6	TK System w/S616 Screw Compressor	Option	\$ 2,900.00
33	7	TK Electric HVAC System	Standard	Included
33	8	TK Pressure and Return Gauges Mounted to Unit	Option	\$ 355.00
33	9	R407c Refrigerant	Option	\$ 225.00
33	10	MCC Drivers Heater W/Brushless Motors	Standard	Included
33	11	MCC Drivers Heater W/Brush Motors	Option	\$ (215.00)
33	12	MCC Front Stepwell/Threshold Heater W/Brushless Motor (Each)	Option	\$ 350.00
33	13	MCC Underseat/Rear Stepwell Heater W/Brushless Motor (Each)	Option	\$ 370.00
33	14	MCC Underseat/Rear Stepwell Heater W/Brush Motor (Each)	Option	\$ 385.00
33	15	Sutrak All Electric Air Conditioning - Roof Mount	Option	\$ 3,585.00
33	16	Sutrak All Electric Air Conditioning - Rear Mount	Option	\$ 2,985.00
33	17	ACT Convection Heater	Option	\$ 1,215.00
33	18	ACT Espar Fuel-Fired Supplemental Coolent Heater	Option	NA
33	19	Warm Welcome Mat (Rear Door)	Option	\$ 299.00
33	20	Warm Welcome Mat (Installed on W/C Ramp)	Option	\$ 389.00
34		Manuals		
34	1	Drivers Handbook (1 Manual/1 CD per Bus Order)	Standard	Included
34	2	Service Manual (1 Manual/1 CD per Bus Order)	Standard	Included
34	3	Parts Manual (1 Manual/1CD per Bus Order)	Standard	Included
34	4	Electrical Schematics (1 Manual/1CD per Bus Order)	Standard	Included
34	5	Vender Manuals (1 Manual/1 CD per Bus Order)	Standard	Included
34	6	Additional Driver's Handbook	Option	\$ 30.00
34	7	delete Additional Manuals (Driver, Service, Parts, Electric Schematic, Vendor)	deduct	
34	8	Additional Parts Manuals	Option	\$ 130.00
34	9	Additional Electrical Schmatics	Option	\$ 130.00
34	10	Additional Electrical Multiplex	Option	\$ 130.00
34	11	Additional Amerex Manuals	Option	\$ 50.00
34	12	Additional TRW Steering Gear Manuals	Option	\$ 50.00
34	13	Additional Thermo King Manual	Option	\$ 75.00
34	14	Additional Carrier HVAC Manuals (2 Books)	Option	\$ 50.00
35		Safety		
35	1	Additional CD's	Option	

35	2	Amerex V-25lb ABC System	Standard	Included
35	3	Amerex VH-25lb ABC Cylinder	Option	Quote
35	4	Amerex V-30lb ABC Cylinder	Option	Quote
35	5	Amerex Fire Suppression System w/Automatic Shutdown, Programmable Heat Detectors (PHDs) and Automatic Maintenance Testing (AMT)	Option	\$ 5,685.00
35	6	Amerex Safet Net 2-Zone Fire Detection/Suppression System	Option	NA
35	7	Kidde - Dual Spectrum	Option	\$ 3,400.00
35	8	Kidde - Ltd Spectrum	Option	\$ 3,750.00
35	9	Kidde TLSE Spectrum	Option	\$ 3,955.00
35	10	delete Amerex (deduct)	deduct	\$ 2,800.00
35	11	Fire Extinguisher and Safety Triangle Kit	Standard	Included
35	12	Twenty - Four Unit First Aid Kit	Standard	Included
35	13	Ten Unit First Aid Kit (deduct)	deduct	\$ (15.00)
35	14	Blood Borne Pathogens Kit	Standard	Included
35	15	Bio - Hazard Disposal Kit	Standard	Included
35	16	High Temperature Protective Sleeves for Component Lines	Standard	Included
35	17	(3) 20 - Minute Road Flares	Option	\$ 25.00
35	18	Wheel Chocks (Per Set)	Standard	Included
36		Steering		
36	1	TRW Electric Assisted Steering	Standard	Included
36	2	Standard Size Padded Steering Wheel	Option	\$ 125.00
36	3	Douglas Autotech 'Double-Knuckle' Steering Column (PN 9003148-C)	Option	\$ (1,800.00)
37		Training		
37	1	None (deduct)	deduct	\$ (1,500.00)
37	2	Operator Orientation - 8 Hours, (Procuring Agency) Price Proposal Form	Standard	Included
37	3	Maintenance Orientation - 4 Hours, (Procuring Agency) Price Proposal Form	Standard	Included
37	4	Technical Training - 96 Hours, (Procuring Agency) Price Proposal Form	Standard	Included
37	5	OEM Training - Two Slots for "Train the Trainers" Technical Instruction	Standard	Included
37	6	Body, Chassis, Suspension and Steering - (24 Hour Class), Procuring Agency	Option	\$ 3,200.00
37	7	Electrical and Electronics - (24 Hour Class), Procuring Agency	Option	\$ 3,200.00
37	8	HVAC and Climate Controls - (8 Hour Class), Procuring Agency	Option	\$ 750.00
37	9	Wheelchair Ramp - (4 Hour Class), Procuring Agency	Option	\$ 500.00

37	10	Destination Sign - (8 Hour Class), Procuring Agency	Option	\$ 750.00
37	11	Doors - Procuring Agency. Included in Body/Chassis	Option	\$ 500.00
37	12	Axles and Tires - Procuring Agency. Included in Body/Chassis	Option	\$ 750.00
37	13	Fire Suppression - (8 Hour Class), Procuring Agency	Option	\$ 750.00
37	14	Data Communications System OEM Training (2 Persons), at Local Dealer	Option	Quote
38		Training Equip/Modules		
38	1	Fare Collection OEM Training (2 Persons), At Local Dealer	Option	\$ 5,100.00
38	2	HVAC Training Module	Option	\$ 25,500.00
38	3	I/O Controls Multiplex Board	Option	\$ 17,225.00
39		W/C Restraints		
39	1	AMSECO - A.R.M.	Option	\$ (375.00)
39	2	AMSECO Reliant Mobility Aid Securement System	Option	Quote
39	5	Q'Straint - QRT	Standard	Included
39	6	Q'Straint - ORT 360	Option	\$ 215.00
39	7	Q'Straint - Q'UBE 3- Point Securement Station	Option	\$ 700.00
39	8	Q'Straint - Quantum Securement System	Option	\$ 95.00
39	9	Q'Straint/Sure-Lok - OMNI Floor Anchor System	Option	Quote
39	10	Q- Pod W/C Restraint System	Option	\$ 3,845.00
39	11	AMESCO Dual Auto Lock W/C Restraint System	Option	Quote
39	12	USSC - V- PRO	Option	Quote
39	13	Sure LOK - RTT Electric	Option	\$ 4,895.00
39	14	Sure LOK - RTT Manual	Option	\$ 2,600.00
39	14	Additional L-track per/foot	Option	\$ 12.00
40		Warranty		
40	1	Complete Bus - 1 Year/Unlimited Miles	Standard	Included
40	2	Complete Bus - 1 Year/50,000 Miles -	deduct	\$ 575.00
40	3	Chassis Structure - 12 Year/500,000 Miles	Standard	Included
40	4	Electric Hub Motor - 2 Year/Unlimited Miles - deduct	deduct	\$ 775.00
40	5	Electric Hub Motor - 5 Year/300,000 Miles	Standard	Included
40	6	Inverters - 5 years	Standard	Included
40	7	Batteries - 5 years	Standard	Included
40	8	HVAC - 3 Year Unlimited Miles	Standard	Included

40	9	HVAC - 2 Year Unlimited Miles	deduct	\$ 1,450.00
40	11	Basic Body Structure - 3 Years/Unlimited Miles	Standard	Included
40	12	Wheelchair Ramp - (Lift- U) 1 Year (Parts only)	deduct	\$ 275.00
40	13	Wheelchair Ramp - (Ricon) 2 Year/Unlimited	Standard	Included
40	14	Exterior Paint - 3 Year/Unlimited Miles	Standard	Included
40	15	Structure/Body Integrity Against Corrosion - 7year/Unlimited Miles	Standard	Included
40	16	Structure/Body Integrity Against Corrosion - 7year/350,000 Miles	deduct	\$ 585.00
40	17	Sub Floor - 12 Years/Unlimited Miles	Standard	Included
40	18	Rubber Floor Material - 12 Year/Unlimited Miles	Standard	Included
40	19	Body and Window Frames Against Leakage - 7Year Unlimited Miles	Standard	Included
40	20	Body and Window Frames Against Water Leakage - 4 Year/200,000 Miles	deduct	\$ 650.00
40	21	Body and Window Frames Against Water Leakage - 1 Year/50,000 Miles	deduct	\$ 1,265.00
41		WC Ramp (low-floor only) / Lift (high floor only)		
41	1	LIFT - U Model LU11, 1:6 Ratio, Front Door only	Option	\$ 250.00
41	2	LIFT - U Model LU18, Dual- Mode 1:6 (Street)/1:8 (Sidewalk)	Standard	Included
41	3	Ricon 6:1 SA Self-Leveling Ramp	Option	\$ (750.00)
42		Wheel Brakes		
42	1	MGM "E-Stroke" Electronic Brake Monitoring System – Disc Brakes	Option	\$ 1,650.00
42	2	All Wheel Disc Brakes	Standard	Included
43		Wheel Hubometer		
43	1	None	Standard	Included
43	2	Veeder Root w/o Tenths w/o Guard	Option	\$ 85.00
43	3	S & A Fleetwatch 392 Electronic	Option	\$ 415.00
43	4	E J Ward Data System (Includes Canceiver, Display Unit and Antenna)	Option	\$ 1,225.00
43	5	Engler (Stemco) Mechanical W/o Tenths W/o Guard	Option	\$ 85.00
43	6	Engler Hubometer W/Powder Coat Guard	Option	\$ 145.00
44		Wheel Hubs		
44	1	Hub Piloted Wheels and Axles W/Grease Seals	Option	\$ 75.00
44	2	Hub Piloted w/Oil Seals (per Axle)	Standard	Included
45		Wheels		
45	2	(7) Aluminum Alcoa - Full Polish	Option	\$ 2,240.00
45	3	(7) Aluminum Alcoa - Full Polish W/Dura Bright Finish	Option	\$ 3,640.00

45	4	(7) Aluminum Alcoa - Machine Finish	Standard	Included
45	5	(7) Aluminum Alcoa - Machine Finish W/Dura Bright Finish	Option	\$ 2,345.00
45	6	delete Spare Wheel	Option	\$ 310.00
45	7	Add Dura Flange to Alcoa	Option	\$ 1,470.00
46		Wheel- Tires		
46	1	Customer Supplied	Standard	Included
46	2	Michelin XZU2 (305/70R/22.5)	Option	\$ 750.00
46	3	Michelin XZU2 (275/70R/22.5)	Option	\$ 550.00
46	4	Michelin XZE2+(H) (295/80/R22.5)	Option	\$ 660.00
46	5	Goodyear G152 (305/70R/22.5)	Option	\$ 775.00
46	6	Goodyear G152 (275/70R/22.5)	Option	\$ 550.00
46	7	Firestone 16H (305/70R/22.5)	Option	\$ 720.00
46	8	Bridgestone 16H (275/70R/22.5)	Option	\$ 620.00
46	9	Tire Pressure Monitoring System	Option	\$ 1,450.00
47		Windows		
47	1	Laminated Safety Glass (1/4") - Framed Sliders	Option	\$ 275.00
47	2	Laminated Safety Glass (1/4") - Framed Fixed	Option	\$ 765.00
47	3	Laminated Safety Glass (1/4") - Framed Transom	Standard	Included
47	4	Hidden Framed Bonded - Fixed	Option	\$ 1,775.00
47	5	Hidden Framed Bonded - Transom	Option	\$ 2,565.00
47	6	Add Window Guards (Acrylic Liner and Film)	Option	\$ 1,085.00
48		Passenger Seat Options		
48	1	35 Passenger Seating		
48	2	AMSECO - 6468	Option	\$ (625.00)
48	3	AMSECO - Insight	Option	\$ 925.00
48	4	AMSECO - Metropolitan	Option	Quote
48	8	AMSECO Vision	Option	Quote
48	12	AMSECO - VR50 Seat Insrets	Option	Quote
48	13	AMSECO - CR50 Seat Inserts	Option	Quote
48	14	4 One - Angel	Option	\$ 1,375.00
48	15	4 One Aries	Option	\$ 3,375.00
48	16	4 One Aries Split Flip	Option	Quote

48	18	4 One - Citiseat	Option	\$ 875.00
48	19	4 One - Citipro	Option	\$ 2,025.00
48	20	4 One - Diablo	Option	\$ (1,250.00)
48	22	4 One Gemini Seating	Standard	Included
48	25	4 One A2ten	Option	Quote
48	26	USSC Aires - 4MA	Option	\$ 3,890.00
48	27	USSC Mariella 6MZ	Option	\$ 1,585.00
48	28	Kiel Ideo	Option	\$ 1,750.00
48	29	Kiel Esos	Option	\$ 1,950.00
48	30	Add (3) Passenger Seats to Curbside Wheelwell	Option	\$ 1,025.00
48	31	Add (2) Passenger Seats to Curbside Wheelwell	Option	\$ 725.00
48	32	Hinged Rear Settee	Option	\$ 275.00
49		Spare Parts		
49	1	Set Wiper Motors	Option	\$ 484.00
49	3	Set Windshields (Standard Transit)	Option	\$ 490.00
49	4	Set of (3) One Piece BRT Windshields	Option	\$ 3,168.00
49	5	2 Piece BRT Windshield	Option	\$ 255.00
49	6	Set of Window Glazing - Hidden Frame Fixed	Option	NA
49	7	Set of Skirt Panels	Option	1275
49	8	Set of Twin Vision Destination Signs, 100% Amber LED, (Front, Side, Rear)	Option	Quote
49	9	Set of Luminator Destination Signs, 100% Amber LED, (Front, Side, Rear)	Option	\$ 8,765.00
49	10	Twin Vision Front Electronic Dash Sign	Option	\$ 825.00
49	11	Luminator Front Electronic Dash Sign	Option	\$ 825.00
49	12	Set Entrance Doors	Option	\$ 2,675.00
49	13	Set of Exit Doors 34"	Option	\$ 2,475.00
49	14	Set of Exit Doors 48"	Option	3895
49	15	Rear doors passenger-controlled	Option	\$ 2,500.00
49	16	Door Motor	Option	2175
49	17	Left Rear Corner Panel	Option	285
49	25	Right Rear Corner Panel	Option	285
49	26	Rear Bumper	Option	\$ 1,135.00
49	27	Front Bumper	Option	\$ 1,435.00

49	28	Right Front Bumper Corner	Option	\$ 195.00
49	29	Left Front Bumper Corner	Option	\$ 195.00
49	30	Right Rear Bumper Corner	Option	\$ 185.00
49	31	Left Rear Bumper Corner	Option	\$ 185.00
49	32	Front Cap (Standard Transit)	Option	3565
49	33	Front Cap (BRT)	Option	3785
49	34	Set of Access Doors L/F (RR Fender, LR Fender, Battery, Front)	Option	\$ 2,485.00
49	35	Lift-U Wheel Chair Ramp 6:1 Ratio, (LU11 or LU18)	Option	\$ 8,645.00
49	36	Ricon Wheel Chair Ramp 4:1 Ratio	Option	\$ 7,425.00
49	37	Sportworks - 2 Bike, Black Powder Coated	Option	\$ 1,205.00
49	38	Sportworks - 2 Bike, Stainless Steel	Option	\$ 1,585.00
49	39	GFI 41" Cents - A - Bill W/Trim	Option	15265
49	40	GFI 41" Odyssey	Option	\$ 15,835.00
50		Electrical Diagnostics		
50	1	Set of Multiplexing Diagnostics (Includes the 7 Following Items)	Option	5325
50	2	Incl w/set - Circuit Tester	Included	Included
50	3	Incl w/set - Program Loader	Included	Included
50	4	Incl w/set - Program	Included	Included
50	5	Incl w/set - ID Writer/Verification	Included	Included
50	6	Incl w/set - RS232/RS485 Converter	Included	Quote
50	7	Incl w/set - Software, Real Time Ladder Logic	Included	Included
50	8	Incl w/set - Hand - Held Computer	Included	Included
51		Destination Sign Programming		
51	1	Luminator USB & Intergrated Progrqraming Software	Option	\$ 475.00
51	2	Twin Vision Elyse 2 USB	Option	\$ 215.00
51	3	Twin Vision Software Package	Option	\$ 675.00
52		HVAC Special Purpose		
52	1	TK Intelligaire - Diagnostics	Option	565
52	2	Carrier Micromax ATE Diagnostics	Option	315
52	3	Webasto Diagnostic Tool	Option	\$ 785.00
52	4	Van Steenburgh Regional Recovery System (JV90- 1)	Option	9845
53		Towing & Hoisting		

53	1	Set Towing Adapters/Tow Bar	Standard	Included
53	2	Set of Hoist Adapters (Includes the 4 Following Items)	Option	\$ 2,765.00
53	3	Incl w/set - Front Saddle	Included	Included
53	4	Incl w/set - Front Adapters	Included	Included
53	5	Incl w/set - Rear Saddle	Included	Included
53	6	Incl w/set - Rear Adapters	Included	Included
54		Other Items		
pti	1	Brake System Diagnostics	Option	\$ 3,350.00
54	2	Meritor Software (Tool Box), Serial Link/Interface Kit	Option	\$ 1,115.00
54	9	Mobile Receiver for S&A 392 Hubodometer	Option	\$ 1,245.00
54	10	Floor Mounted 4 -Way Flasher Switch	Option	\$ 125.00
54	11	Cup Holder	Option	\$ 55.00
54	12	Auxiliary Drivers Fan	Option	
54	13	Stainless Steel Trash Bag Holder	Option	\$ 125.00
54	14	Transfer Cutter	Option	30
54	15	Keyed Ignition Switch	Option	\$ 150.00
54	17	Exterior Ad Frame - Front 21" X 40"	Option	\$ 185.00
54	18	Exterior Ad Frame - Curbside 30" X 88"	Option	\$ 295.00
54	19	Exterior Ad Frame -Streetside 30" X 144"	Option	\$ 350.00
54	20	Exterior Ad Frame Rear 21" X 72"	Option	\$ 245.00
54	21	I/O Controls LED Interior Lights	Option	\$ 100.00
54	22	Pretoria LED Interior Lights	Option	2500
54	23	See II Transit Airfoil	Option	1100
54	24	150kw Hub Motor	Option	Quote
54	20	Exterior Ad Frame Rear 21" X 72"	Option	Quote

Signature: Brendan Riley
Brendan Riley (Mar 8, 2017)

Email: brendan@greenpowerbus.com

Signature: John D. Lollis
John D. Lollis (Mar 8, 2017)

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Julia M. Lew (Mar 8, 2017)

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AMENDMENT NO. 2 TO AGREEMENT FOR BATTERY-ELECTRIC HEAVY DUTY BUSES

The City of Porterville Agreement with the GreenPower Motor Company, Inc. to provide transit services, entered into on February 7, 2017, is amended on November __, 2017, between the City of Porterville, hereinafter referred to as "CITY" and GreenPower Motor Company, Inc., hereinafter referred to as "CONTRACTOR" with reference to the following:

WHEREAS, CITY and CONTRACTOR entered into an agreement for Battery-Electric Heavy Duty Buses on February 7, 2017;

WHEREAS, a "First Amendment to Agreement" for the buses was approved by the CITY on May 26, 2017, but was never executed by CONTRACTOR; and

WHEREAS, CITY and CONTRACTOR desire to amend said agreement concerning the process for payment;

ACCORDINGLY, IT IS AGREED:

- I. The CITY's approval of the First Amendment to Agreement for Battery-Electric Heavy Duty Buses is hereby rescinded.
- II. Section 6(a) of the Agreement ("Payment") is amended to read:
Payment. CITY agrees to pay the Contractor the total amount of \$8,915,679.70 for ten GreenPower EV350 Battery-Electric Buses and \$585,849.00 for one 200kW and ten 100kW charging stations.
- III. Section 6(c) of the Agreement ("Time of Payment by City") is amended to read:
Time of Payment by CITY. Subject to the terms and conditions provided herein, payment will be made within five (5) business days after receipt of each bus by the City at the point of delivery, and receipt of a proper invoice from the

Contractor. The “point of delivery” for the purposes of this contract is 555 North Prospect, Porterville California. The City may withhold 5% of each payment until after all post-delivery inspections are completed on all buses to be provided under this Agreement, including but not limited to inspections required by the California Highway Patrol, and City is in receipt of title for all buses. The City reserves the right to refuse acceptance of any bus that does not comply with the technical specifications provided in this Agreement, and/or does not pass all pre or post-delivery tests.

- IV. Section 6(g) of the Agreement (“Withholding of 5% of Cost of Buses”) is amended to read:

Withholding of 5% of Cost of Buses. Consistent with Section 6(c) above, the CITY shall withhold five percent (5%) of the total cost of each delivered Bus to assure correction of minor deficiencies and compliance with all inspections. The withheld funds shall be paid in full to the Contractor within thirty (30) days of final acceptance of all buses, after completion and passage of all required inspections, and unless specific defects are found in the vehicle or it is subject to a fleet defect. The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when identified and within the thirty (30) day withholding period. The withheld funds shall be paid in full to the Contractor upon repairs of the vehicle or the execution by both parties of a written commitment from the Contractor reflecting a mutual agreement to resolve the identified deficiency. The withholding option set forth in this paragraph shall be in addition to any damage and remedies available to CITY as set forth elsewhere in this Contract or which are otherwise available to CITY under applicable law. The exercise by CITY of the withholding option set forth in this subparagraph shall in no way constitute a waiver of CITY’s ability to seek or exercise any other damages or remedies available to it.

- V. Section 2: Special Conditions, Article 14, “**Payment**”, is amended to read:

14. Payment

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

The CITY shall make payments for buses at the unit prices itemized in the price schedule within five (5) business days after receipt by the City at the point of delivery and receipt of a proper invoice. Payment shall be made in accordance with Section 6 of the main Contract (Page 3-4).

The CITY shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within five (5) business days after receipt by the City at the point of delivery and receipt of a proper invoice. Payment shall be made in accordance with Section 6 of the main Contract (Page 3-4).

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

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

The CITY reserves the rights of inspection and audit to verify said progress as provided in "Maintenance of Records; Access by CITY; Right to Audit Records."

The CONTRACTOR may charge interest at the legal rate on any progress payment request properly submitted and not disputed, but not paid within 30

days of its submission, as permitted by Public Contracts Code 20104.50.

Pursuant to this Section:

a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

VI. All other terms and conditions not inconsistent with the Agreement for Batter-Electric Heavy Duty Buses shall remain in full force and effect.

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

GreenPower Motor Company, Inc.

Date_____

By_____
Brendan Riley, President

CITY OF PORTERVILLE

Date_____

By_____
John D. Lollis, City Manager

Approved as to Form, City Attorney

By_____
City Attorney



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Request for Street Closure - Myers' 23rd Annual Christmas Tree Memorial Service - December 5, 2017

SOURCE: Administrative Services

COMMENT: Myers Funeral Service and Crematory holds an annual Christmas Tree Memorial Service at its location on "E" Street, with this year's service scheduled to take place on December 5, 2017. In conjunction with this event, and for the safety of those in attendance, Mr. Ernesto Alonzo, Funeral Director of Myers Funeral Service and Crematory, has requested the closure of "E" Street, between Putnam and Cleveland Avenues, from 5:00 p.m. to 9:00 p.m. The ceremony is scheduled to be held in front of Myers Chapel on "E" Street at 7:00 p.m.

In addition to the street closure, Mr. Alonzo submitted an assemblies permit for the estimated 500 people that has historically attended this annual event. The Police Department has approved the Assemblies Permit, which is attached for Council's reference, along with a copy of the required Certificate of Liability.

RECOMMENDATION: That the City Council approve the closure of "E" Street, between Putnam and Cleveland, on December 5, 2017, from 5:00 p.m. to 9:00 p.m., subject to the specified conditions.

ATTACHMENTS:

1. Request dated 10-25-17
2. Assembly Permit
3. Insurance Certificate

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

Myers Funeral Service & Crematory

248 NORTH "E" STREET
PORTERVILLE, CALIFORNIA 93217

(559) 784-5454



SELECTED
Independent
FUNERAL HOMES®

RECEIVED
OCT 25 2017
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

October 25, 2017

To: Porterville City Council

We respectfully request that "E" Street be blocked off at Putnam and Cleveland Avenues the evening of Tuesday, December 5, 2017 from approximately 5:00 to 9:00 PM, for the protection and safety of those who will be attending the Twenty-Third Annual Myers Christmas Memorial Tree Lighting. The response from the community has been well received, and we expect approximately 500 people from the local community and outlying areas in attendance.

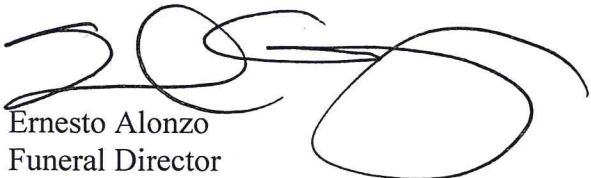
The original purpose in beginning this tradition was to give back to the community in the way of service. It allows families to place ornaments on the trees prior to the service, commemorating their loved ones.

A memorial service is planned for the evening of December 5th at 7:00 PM at Myers Funeral Service, when the community will be invited to attend and celebrate the season by remembering loved ones. At the conclusion of the service, the trees will be lit and remain lit through Christmas.

Find enclosed an "Assemblies Permit" signed by Chief Eric Kroutil of the Porterville Police Department, along with a Certificate of Liability Insurance.

Thank you for your consideration of this request.

Sincerely,



Ernesto Alonzo
Funeral Director

cc: EA/jl
Enclosure



ORDINANCE NUMBER 927
Section 18-7.2

Application for ASSEMBLIES or MEETINGS on public streets, sidewalks or parks,
within the City of Porterville.

This application **MUST BE FILED WITHIN FOUR (4) DAYS PRIOR** to the date of the
assembly or meeting.

- A. Myers Funeral Service & Crematory (559) 784-5454
(Name/Address) (Telephone)
- B. _____
(Name & Address of Organization) (Telephone)
- Ernesto Alonzo (559) 784-5454
(Authorized Head of Organization) (Telephone)
- C. Name of Event Chairman Ernesto Alonzo; Jill Lynch
- D. Purpose of event: Lighting of Memorial Trees and Service (23rd Year)
- E. Date & Time of Event Tuesday, December 5, 2017 from 7:00-9:00 PM
- F. Number of persons Approximately 500
- G. Location of the assembly area of event Front Lawn at 248 North "E" Street,
Porterville, CA 93257 (Myers Funeral Service & Crematory)
- H. Security Guards required? [] yes [xx] no If so, how many? _____
- I. Plans for the assembly & dispersment of the event. Indicate times
thereof 5:00 PM to 9:00 PM
- J. Other information _____

I HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 927,
SECTION 18-7.2 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF
PORTERVILLE.

Legal signature of applicant


Jill Lynch

Date October 16, 2017 Telephone (559) 784-5454

Application Approved [x] Denied []


Chief of Police

10/96



MYERS-2

OP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2017

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 NSE Insurance Agencies, Inc. United Valley Insurance Svcs 160 South D St., P.O. Box 704 Exeter, CA 93221 Patty L. Spott		CONTACT NAME: Patty L. Spott PHONE (A/C, No, Ext): 559-592-9411 FAX (A/C, No): 559-592-5059 E-MAIL ADDRESS:		
INSURED Myers Funeral Service 248 North E Street Porterville, CA 93257		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: West American		44393
		INSURER B: American Fire and Casualty Co.		24066
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ GENERAL LIABILITY			BKW57832789	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000	
	☒ Funeral Directors						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	☒ AUTOMOBILE LIABILITY			BAA57832789	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$	
								\$	
B	☐ UMBRELLA LIAB	☒ OCCUR		USA57832789	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 2,000,000	
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 2,000,000	
	☐ DED ☒ RETENTION \$ 10000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y / N			E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER**CANCELLATION**

CITYP-1

City of Porterville
291 N Main
Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Quarterly Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of September 30, 2017, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

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

ATTACHMENTS: 1. Quarterly Portfolio Summary

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF SEPTEMBER 30, 2017

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	9,680,708	\$ 9,680,708	1.070%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	6,667,009	6,796,103	1.630%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	8,899,199	8,899,199	1.430%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	1,041,904	1,041,904	4.000%	1/15/2015	7/15/2039	7,958
313382FP3	FEDERAL HOME LOAN BANKS	997,500	998,200	1.000%	3/20/2013	3/20/2018	171
313388G21	FEDERAL HOME LOAN BANKS	1,000,000	996,260	1.200%	6/20/2013	6/20/2018	263
3133EGKA2	FEDERAL FARM CREDIT BANK	1,000,000	982,910	1.500%	6/29/2016	7/6/2021	1,375
3130A9VY4	FEDERAL HOME LOAN BANKS	1,000,000	982,280	1.650%	11/23/2016	11/23/2021	1,515
3130AARH3	FEDERAL HOME LOAN BANKS	1,000,000	1,001,550	2.250%	2/28/2017	2/28/2022	1,612
3130ABCS3	FEDERAL HOME LOAN BANKS	1,000,000	993,590	2.100%	5/18/2017	5/18/2022	1,691
3134GBYP1	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,790	2.250%	7/26/2017	7/26/2022	1,760
3130ACF66	FEDERAL HOME LOAN BANKS	1,000,000	995,920	2.150%	9/26/2017	9/26/2022	1,822
3134GBM74	FEDERAL HOME LOAN MTG CORP	1,000,000	997,700	2.150%	9/29/2017	9/29/2022	1,825
89233P6S0	TOYOTA MOTORS CRD CORP	1,000,000	999,990	1.250%	3/13/2013	10/5/2017	5
24422ESW0	JOHN DEERE CAP CORP	1,000,000	1,004,340	2.050%	3/10/2015	3/10/2020	892
38148TMC0	GOLDMAN SACHS GROUP INC	1,000,000	989,580	2.000%	4/29/2016	4/29/2021	1,307
46625HQJ2	JP MORGAN CHASE & CO NOTE	997,500	1,010,000	2.550%	12/28/2016	3/1/2021	1,248
00206RBM3	AT&T INC	1,004,830	999,860	1.400%	1/22/2013	12/1/2017	62
94974BFG0	WELLS FARGO CO	1,006,910	1,000,060	1.500%	1/22/2013	1/16/2018	108
06744CFN6	BARCLAYS BANK PLC MTN	1,000,000	989,204	2.250%	8/25/2017	8/25/2022	1,790
89236TEC5	TOYOTA MOTORS CRD CORP	1,000,000	988,910	2.150%	9/8/2017	9/8/2022	1,804
36160NS83	CERTIFICATE OF DEPOSIT	245,000	246,421	2.000%	5/23/2014	5/23/2019	600
48126XFX8	CERTIFICATE OF DEPOSIT	200,000	196,040	1.700%	9/30/2016	9/30/2021	1,461
02587CAF7	CERTIFICATE OF DEPOSIT	246,383	247,911	1.950%	7/17/2014	7/17/2019	655
74267GUQ8	CERTIFICATE OF DEPOSIT	247,000	248,435	2.000%	7/22/2014	7/22/2019	660
29266NB30	CERTIFICATE OF DEPOSIT	247,000	248,709	2.050%	8/28/2014	8/28/2019	697
254672NN4	CERTIFICATE OF DEPOSIT	247,000	248,079	2.000%	5/13/2015	5/13/2020	956
20033AKP0	CERTIFICATE OF DEPOSIT	249,000	249,737	1.900%	5/26/2015	5/26/2020	969
140420RT9	CERTIFICATE OF DEPOSIT	247,380	248,707	1.850%	6/3/2015	6/3/2020	977
46147UQL7	CERTIFICATE OF DEPOSIT	248,378	249,341	1.900%	6/17/2015	6/17/2020	991
981571BN1	CERTIFICATE OF DEPOSIT	200,000	200,782	2.300%	6/25/2015	6/25/2020	999
29976DYV6	CERTIFICATE OF DEPOSIT	246,382	247,620	1.950%	6/30/2015	6/30/2020	1,004
14042E4P2	CERTIFICATE OF DEPOSIT	246,000	248,239	2.300%	7/15/2015	7/15/2020	1,019
31938QN26	CERTIFICATE OF DEPOSIT	247,000	248,240	2.050%	7/17/2015	7/17/2020	1,021
58403BY67	CERTIFICATE OF DEPOSIT	247,000	249,297	2.250%	7/27/2015	7/27/2020	1,031
05580ACW2	CERTIFICATE OF DEPOSIT	247,000	249,482	2.200%	9/22/2015	9/18/2020	1,084
02587DL30	CERTIFICATE OF DEPOSIT	246,000	246,787	2.300%	12/23/2015	12/23/2020	1,180
9497486Z5	CERTIFICATE OF DEPOSIT	249,000	244,351	1.600%	8/3/2016	8/3/2021	1,403
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	245,298	1.850%	11/23/2016	11/23/2021	1,515
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	240,214	2.100%	1/27/2017	1/27/2022	1,580
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	246,938	2.300%	3/8/2017	3/8/2022	1,620
857894SK6	CERTIFICATE OF DEPOSIT	249,000	248,828	2.050%	1/13/2017	1/13/2022	1,566
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	245,786	2.050%	1/18/2017	1/18/2022	1,571
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	248,755	2.350%	1/26/2017	1/26/2022	1,579
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	248,482	2.100%	4/19/2017	4/19/2022	1,662
55266CVB9	CERTIFICATE OF DEPOSIT	248,502	246,769	1.950%	4/28/2017	4/28/2022	1,671
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	250,103	2.300%	6/21/2017	6/21/2022	1,725
9819962K6	CERTIFICATE OF DEPOSIT	200,000	197,174	2.400%	4/19/2017	4/19/2022	1,662
795450D36	CERTIFICATE OF DEPOSIT	240,000	241,054	2.350%	8/23/2017	8/23/2022	1,788
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	246,783	2.200%	7/12/2017	7/12/2022	1,746
33715LAP5	CERTIFICATE OF DEPOSIT	248,378	248,587	2.250%	9/28/2017	8/28/2022	1,793
1195	CERTIFICATE OF DEPOSIT	99,000	99,000	1.350%	11/5/2012	11/5/2017	36
1198	CERTIFICATE OF DEPOSIT	99,000	99,000	1.250%	1/9/2013	1/9/2018	101
1199	CERTIFICATE OF DEPOSIT	150,000	150,000	1.250%	2/14/2013	2/14/2018	137
1200	CERTIFICATE OF DEPOSIT	99,000	99,000	1.580%	2/26/2013	2/26/2018	149
1204	CERTIFICATE OF DEPOSIT	250,000	250,000	1.500%	4/9/2013	4/9/2018	191
1208	CERTIFICATE OF DEPOSIT	122,408	122,408	1.100%	5/9/2013	5/9/2018	221
1209	CERTIFICATE OF DEPOSIT	99,000	99,000	1.050%	5/16/2013	5/16/2018	228
1224	CERTIFICATE OF DEPOSIT	250,000	250,000	1.950%	10/14/2013	10/14/2018	379
1228	CERTIFICATE OF DEPOSIT	250,000	250,000	1.850%	10/30/2013	10/30/2018	395

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1239	CERTIFICATE OF DEPOSIT	250,000	250,000	1.000%	10/2/2013	10/2/2017	2
1248	CERTIFICATE OF DEPOSIT	100,002	100,002	1.260%	5/8/2015	5/8/2018	220
1254	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	9/8/2014	9/8/2019	708
1262	CERTIFICATE OF DEPOSIT	250,000	250,000	1.540%	12/12/2012	12/12/2017	73
1264	CERTIFICATE OF DEPOSIT	100,000	100,000	1.300%	1/28/2013	1/28/2018	120
1265	CERTIFICATE OF DEPOSIT	100,000	100,000	1.300%	1/30/2013	1/30/2018	122
1280	CERTIFICATE OF DEPOSIT	250,000	250,000	1.300%	5/21/2013	5/21/2018	233
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	1.390%	5/14/2013	5/14/2018	226
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	1.300%	6/21/2013	6/21/2018	264
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	5/9/2013	5/8/2018	220
1284	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	4/23/2013	4/23/2018	205
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	1.500%	4/29/2013	4/29/2018	211
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	1.600%	6/25/2013	6/25/2018	268
1287	CERTIFICATE OF DEPOSIT	250,000	250,000	1.600%	7/19/2013	7/19/2018	292
1288	CERTIFICATE OF DEPOSIT	250,000	250,000	1.590%	7/24/2013	7/24/2018	297
1289	CERTIFICATE OF DEPOSIT	270,165	270,165	1.980%	9/18/2013	9/18/2018	353
1290	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	10/11/2013	10/11/2018	376
1291	CERTIFICATE OF DEPOSIT	250,000	250,000	2.250%	2/7/2014	2/7/2019	495
1292	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	7/31/2014	7/31/2019	669
1293	CERTIFICATE OF DEPOSIT	250,000	250,000	1.940%	7/18/2014	7/18/2019	656
1294	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/3/2015	4/3/2020	916
1295	CERTIFICATE OF DEPOSIT	250,000	250,000	2.084%	4/20/2015	4/20/2020	933
1296	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/8/2015	5/8/2020	951
1297	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/14/2015	5/14/2020	957
1298	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	11/4/2015	11/4/2020	1,131
1299	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/30/2015	3/30/2020	912
1300	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	12/8/2015	12/8/2020	1,165
1301	CERTIFICATE OF DEPOSIT	250,000	250,000	2.080%	2/4/2016	2/4/2021	1,223
1302	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	1/11/2016	1/11/2021	1,199
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	4/19/2016	4/19/2021	1,297
1304	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/19/2016	5/19/2021	1,327
1305	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	6/3/2016	6/3/2021	1,342
1306	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/28/2016	10/28/2021	1,489
1307	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	1,542
1308	CERTIFICATE OF DEPOSIT	249,000	249,000	2.000%	1/20/2017	1/20/2022	1,573
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	1,598
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	1,675
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	1,727
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	1,760
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	1,745
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	1,755
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	1,818
TOTALS		\$ 62,035,538	\$ 62,101,582				
WEIGHTED AVERAGE RATE OF EARNINGS				% OF LIQUID		WEIGHTED	
ONE YEAR HISTORY				CURRENT	PORTFOLIO	AVERAGE	
9/30/2016	12/31/2016	3/31/2017	6/30/2017	9/30/2017	HOLDINGS	DAYS TO	
1.487%	1.470%	1.620%	1.596%	1.705%	40.698%	MATURITY	
						750	

Comments:

Portfolio holdings as of September 30, 2017, are in compliance with the current Investment Policy. With 40.698% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the fourth calendar quarter ending December 31, 2017, and will be presented during the February 6, 2018 Council meeting.



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Interim Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order #10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order #10-011607, the interim financial status reports for the first quarter ended September 30, 2017, are submitted.

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

ATTACHMENTS: 1. Interim Financial Status Reports

Appropriated/Funded:

Review By:

Department Director:

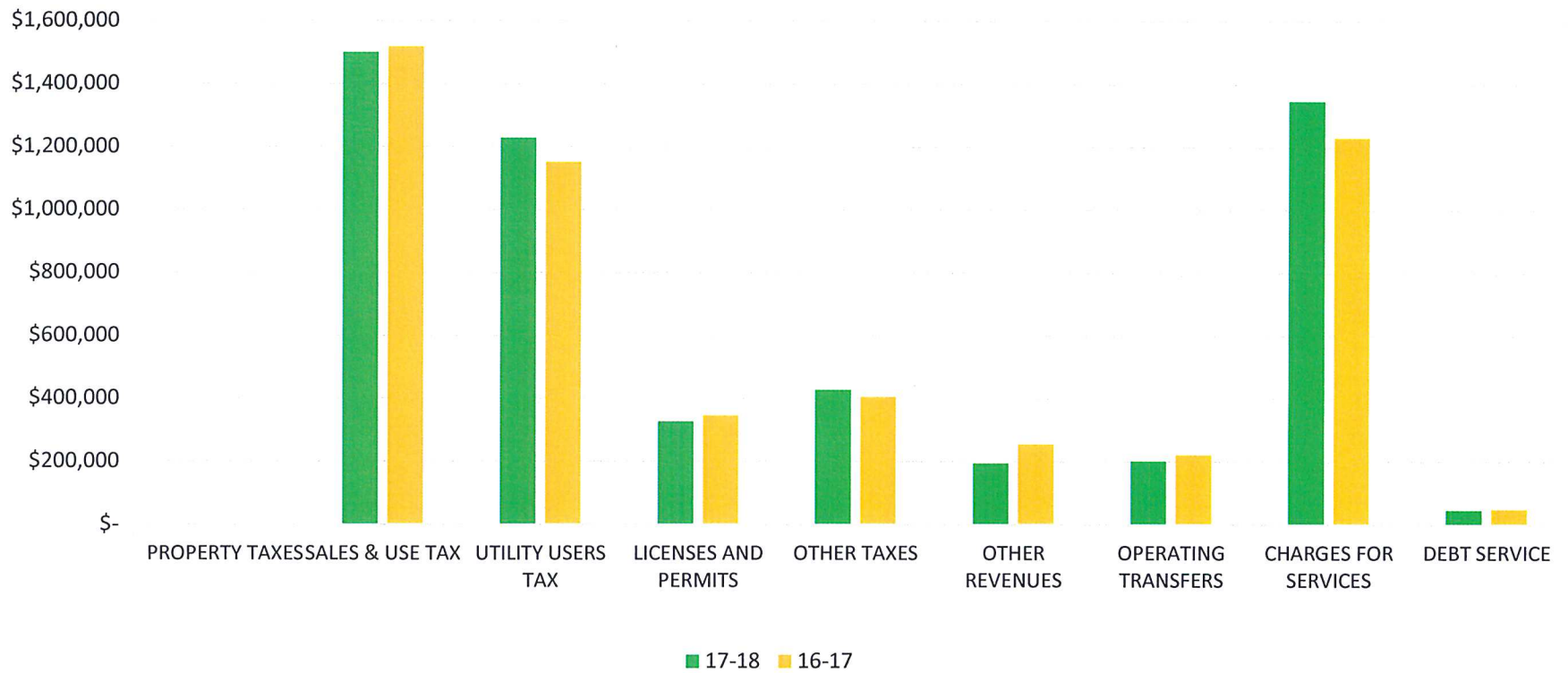
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE QUARTER ENDED
SEPTEMBER 30, 2017 AND SEPTEMBER 30, 2016**

REVENUE SOURCE	2017-2018 ESTIMATED REVENUE	2017-2018 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2016-2017 ESTIMATED REVENUE	2016-2017 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 6,500,000	\$		\$ 5,990,000	\$	
OTHER TAXES:						
SALES AND USE TAX	5,909,737	1,477,563	25.00%	5,850,109	1,478,085	25.27%
UTILITY USERS TAX	4,000,000	1,227,668	30.69%	4,000,000	1,151,562	28.79%
TRANSIENT OCCUPANCY TAX	500,000	177,924	35.58%	475,000	146,159	30.77%
PROPERTY TRANSFER TAX	65,000			65,000	8,813	13.56%
FRANCHISE TAX	1,561,134	250,291	16.03%	1,551,134	250,291	16.14%
SALES TAX - PUBLIC SAFETY	200,000	22,656	11.33%	200,000	39,094	19.55%
LICENSES AND PERMITS:						
BUSINESS LICENSES	464,800	211,520	45.51%	457,600	208,676	45.60%
CONSTRUCTION PERMITS	475,000	114,774	24.16%	475,000	136,439	28.72%
REVENUE FROM AGENCIES-TAXES:						
MOTOR VEHICLE IN-LIEU TAX	25,000			22,000		
OTHER TAXES	25,000			25,000		
REVENUE FROM AGENCIES-GRANTS	187,535	31,217	16.65%	380,337	64,346	16.92%
USE OF MONEY AND PROPERTY	470,000	174,558	37.14%	440,506	187,569	42.58%
FINES AND FORFEITURES	36,000	2,348	6.52%	56,500	3,903	6.91%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	107,000	46,610	43.56%	80,000	47,312	59.14%
POLICE	334,000	34,595	10.36%	317,000	36,299	11.45%
FIRE	45,000	36,390	80.87%	45,000	34,930	77.62%
LIBRARY	40,000	9,022	22.56%	43,000	8,964	20.85%
RECREATIONAL	2,374,100	588,714	24.80%	2,370,734	528,448	22.29%
INTERDEPARTMENTAL	2,200,000	628,665	28.58%	1,700,000	571,444	33.61%
OTHER	9,954	2,309	23.19%	11,835	2,084	17.61%
OTHER REVENUES	87,200	(13,556)	-15.55%	65,000	(478)	-0.74%
SUBTOTALS	\$ 25,616,460	\$ 5,023,267	19.61%	\$ 24,620,755	\$ 4,903,941	19.92%
OPERATING TRANSFERS	1,205,696	200,564	16.63%	1,211,656	221,062	18.24%
DEBT SERVICE TRANSFERS	199,455	46,142	23.13%	201,670	49,235	24.41%
TOTALS	\$ 27,021,611	\$ 5,269,972	19.50%	\$ 26,034,081	\$ 5,174,238	19.87%

City of Porterville General Fund Revenues

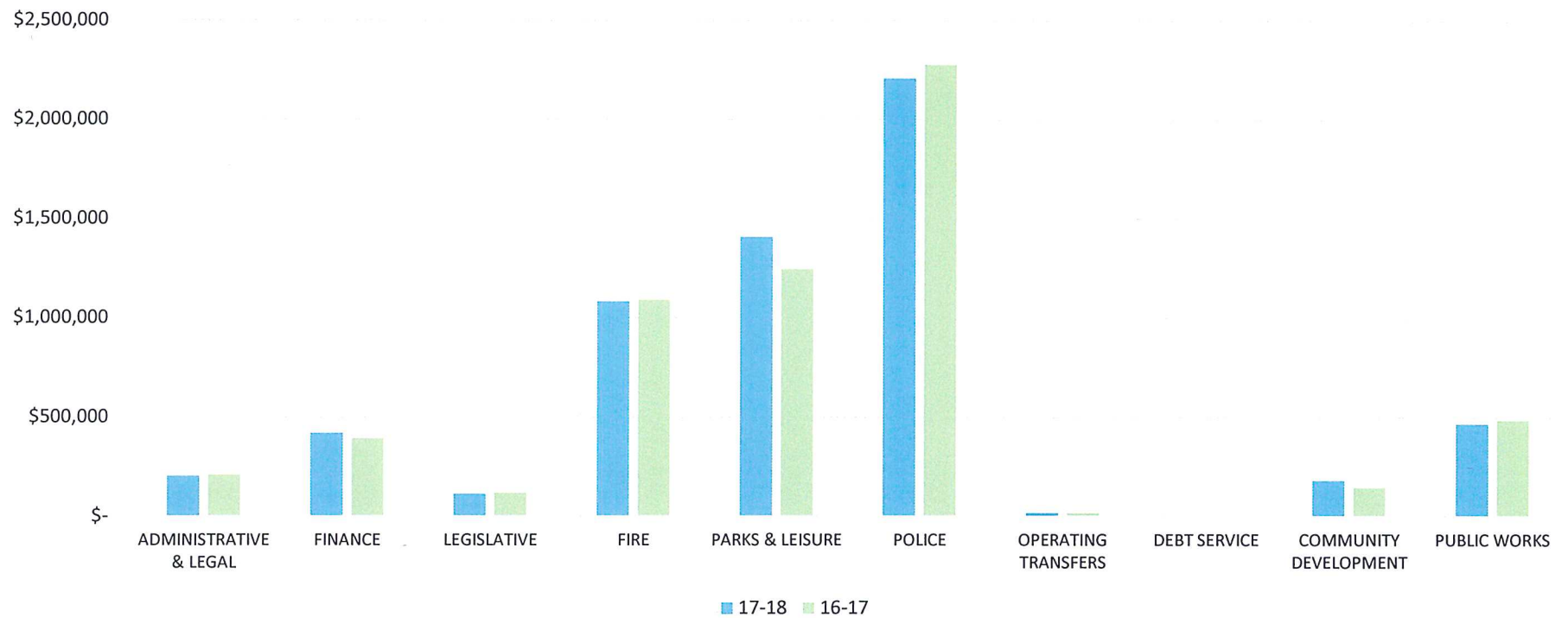


CITY OF PORTERVILLE

**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE QUARTER ENDED
SEPTEMBER 30, 2017 AND SEPTEMBER 30, 2016**

	2017-2018 AMENDED APPROP	2017-2018 YEAR-TO-DATE EXPEND	% OF APPROP	2016-2017 AMENDED APPROP	2016-2017 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 262,917	\$ 3,779	1.4%	\$ 262,917	\$ 31,907	12.1%
COMMUNITY PROMOTION	223,583	107,673	48.2%	216,302	85,027	39.3%
EMERGENCY OPERATIONS						
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	308,902	74,438	24.1%	306,049	72,947	23.8%
CITY CLERK	189,358	37,032	19.6%	242,560	41,415	17.1%
HUMAN RESOURCES	264,520	71,802	27.1%	287,898	76,200	26.5%
CITY ATTORNEY	225,000	19,597	8.7%	225,000	19,754	8.8%
FINANCE:						
FINANCE & ACCOUNTING	903,042	220,483	24.4%	901,271	216,278	24.0%
INFORMATION SERVICES	442,125	125,546	28.4%	437,890	104,991	24.0%
ADMINISTRATIVE SERVICES	364,286	73,639	20.2%	374,974	71,206	19.0%
POLICE PROTECTION	10,069,130	2,207,281	21.9%	9,741,892	2,276,647	23.4%
FIRE PROTECTION	4,081,607	1,083,267	26.5%	4,039,522	1,092,298	27.0%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	599,243	125,735	21.0%	600,456	93,308	15.5%
ECONOMIC DEVELOPMENT	368,288	55,081	15.0%	349,147	51,211	14.7%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,155,870	242,294	21.0%	1,161,258	251,828	21.7%
STREET MAINTENANCE	457,032	77,520	17.0%	448,795	76,004	16.9%
SIGNALS, SIGNING & STRIPING	368,776	45,313	12.3%	381,647	50,982	13.4%
STREET LIGHTING	507,421	84,462	16.6%	507,578	85,701	16.9%
STORM DRAINS	106,707	8,731	8.2%	102,987	14,169	13.8%
PARKING LOTS	47,285	8,780	18.6%	47,442	7,997	16.9%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	1,906,589	465,864	24.4%	1,739,539	455,161	26.2%
STREET TREES & PARKWAYS	214,028	53,337	24.9%	179,146	37,833	21.1%
COMMUNITY CENTERS	229,255	60,526	26.4%	223,208	60,109	26.9%
LEISURE SERVICES	276,091	68,163	24.7%	276,013	69,168	25.1%
LEISURE SERVICES - SPECIAL PROG	2,130,920	492,937	23.1%	2,175,443	379,258	17.4%
SWIMMING POOL	153,238	79,111	51.6%	147,833	74,758	50.6%
LIBRARY OPERATIONS	763,427	181,722	23.8%	786,435	166,978	21.2%
SPECIAL PROJECTS	24,519	4,387	17.9%	24,519	3,188	13.0%
 SUB TOTALS	 26,643,159	 \$ 6,078,497	 22.8%	 26,187,721	 \$ 5,966,323	 22.8%
 OPERATING TRANSFERS	 79,000	 17,250	 21.8%	 79,000	 17,250	 21.8%
DEBT SERVICE	1,727,854			1,432,666		
	<u>\$ 28,450,013</u>	<u>\$ 6,095,747</u>	21.4%	<u>\$ 27,699,387</u>	<u>\$ 5,983,573</u>	21.6%

City of Porterville General Fund Expenditures

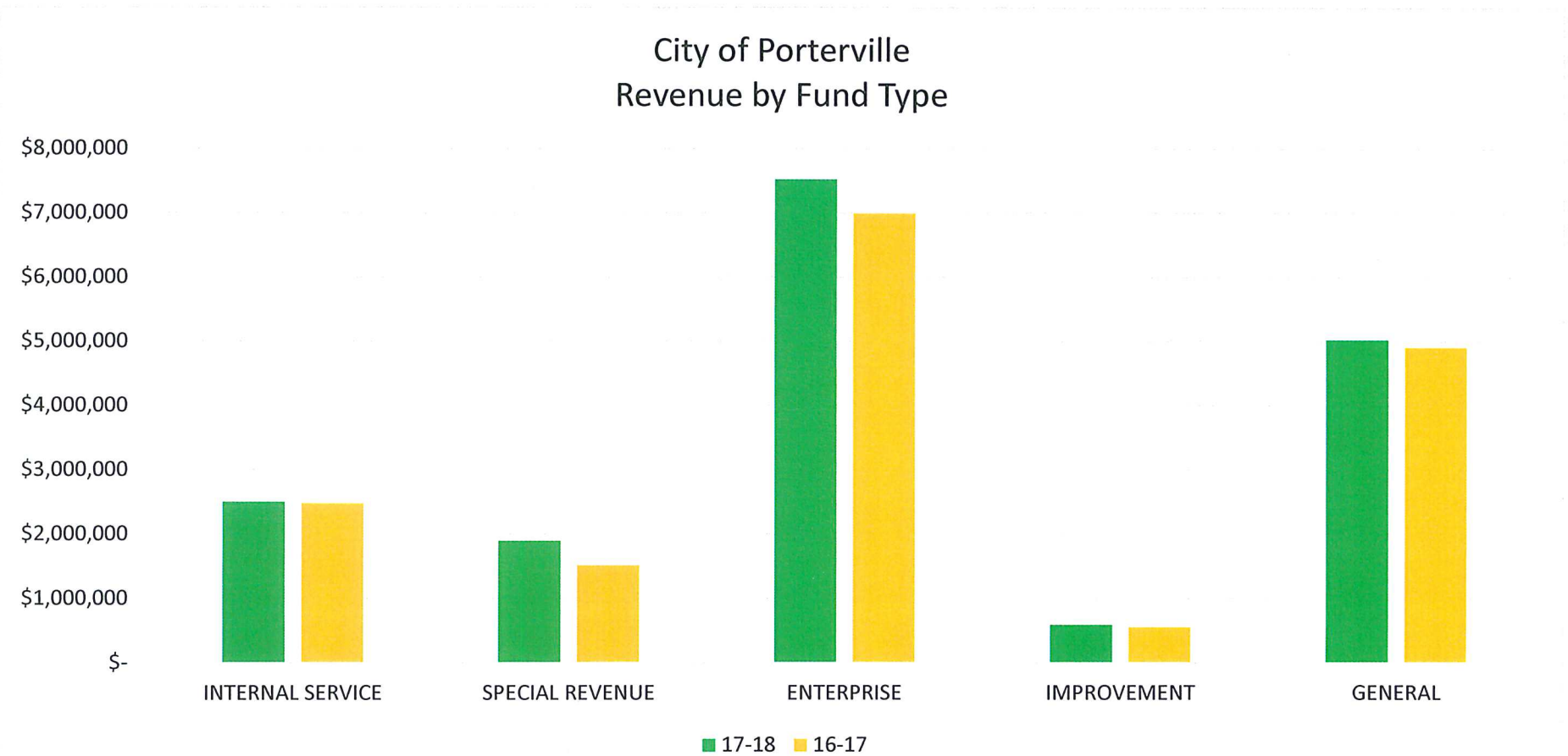


CITY OF PORTERVILLE

**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTER ENDED
SEPTEMBER 30, 2017 AND SEPTEMBER 30, 2016**

REVENUE SOURCE	2017-2018 ESTIMATED REVENUE	2017-2018 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2016-2017 ESTIMATED REVENUE	2016-2017 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,574,391	\$ 943,223	26.4%	\$ 3,517,446	\$ 906,237	25.8%
SPECIAL GAS TAX	2,658,716	333,061	12.5%	2,449,118	313,520	12.8%
LOCAL TRANSPORTATION FUNDS (LTF)	4,232,000	558,501	13.2%	4,150,000	206,868	5.0%
TRAFFIC SAFETY FUND	150,400	10,826	7.2%	165,500	29,879	18.1%
ZALUD ESTATE	7,600	1,501	19.7%	5,800	901	15.5%
COMMUNITY DEVELOPMENT BLOCK GRANT	747,540	7,697	1.0%	800,525	7,011	0.9%
TRANSIT	18,505,246	38,223	0.2%	18,853,152	147,376	0.8%
SPECIAL SAFETY GRANTS	208,700	11,644	5.6%	219,886	13,727	6.2%
SEWER OPERATING	7,118,596	1,762,527	24.8%	6,864,596	1,685,552	24.6%
REFUSE REMOVAL	5,913,000	1,458,270	24.7%	5,900,000	1,442,935	24.5%
AIRPORT OPERATIONS	1,661,882	868,580	52.3%	1,420,700	947,967	66.7%
GOLF COURSE	198,000	40,562	20.5%	195,000	44,940	23.0%
WATER OPERATING	11,200,000	3,350,169	29.9%	5,677,980	2,719,630	47.9%
RISK MANAGEMENT	6,571,520	1,659,621	25.3%	6,342,698	1,667,382	26.3%
EQUIPMENT MAINTENANCE	3,235,000	841,377	26.0%	3,110,000	805,434	25.9%
LANDSCAPE MAINTENANCE DISTRICT	115,500			92,500		
WATER REPLACEMENT	14,389,100	149,074	1.0%	3,324,276	106,237	3.2%
SOLID WASTE RESERVE	2,260,188	246,096	10.9%	2,248,548	219,495	9.8%
SEWER REVOLVING	308,426	73,079	23.7%	305,426	87,944	28.8%
TRANSPORTATION DEVELOPMENT	210,000	17,169	8.2%	160,000	20,978	13.1%
PARK DEVELOPMENT	50,055	8,272	16.5%	50,050	12,080	24.1%
TREATMENT PLANT RESERVE	565,364	125,428	22.2%	585,364	138,608	23.7%
STORM DRAIN DEVELOPMENT	118,000	6,557	5.6%	115,000	2,824	2.5%
BUILDING CONSTRUCTION	5,000	1,791	35.8%	8,500	1,031	12.1%
TOTALS	\$ 84,004,224	\$ 12,513,246	14.9%	\$ 66,562,065	\$ 11,528,555	17.3%

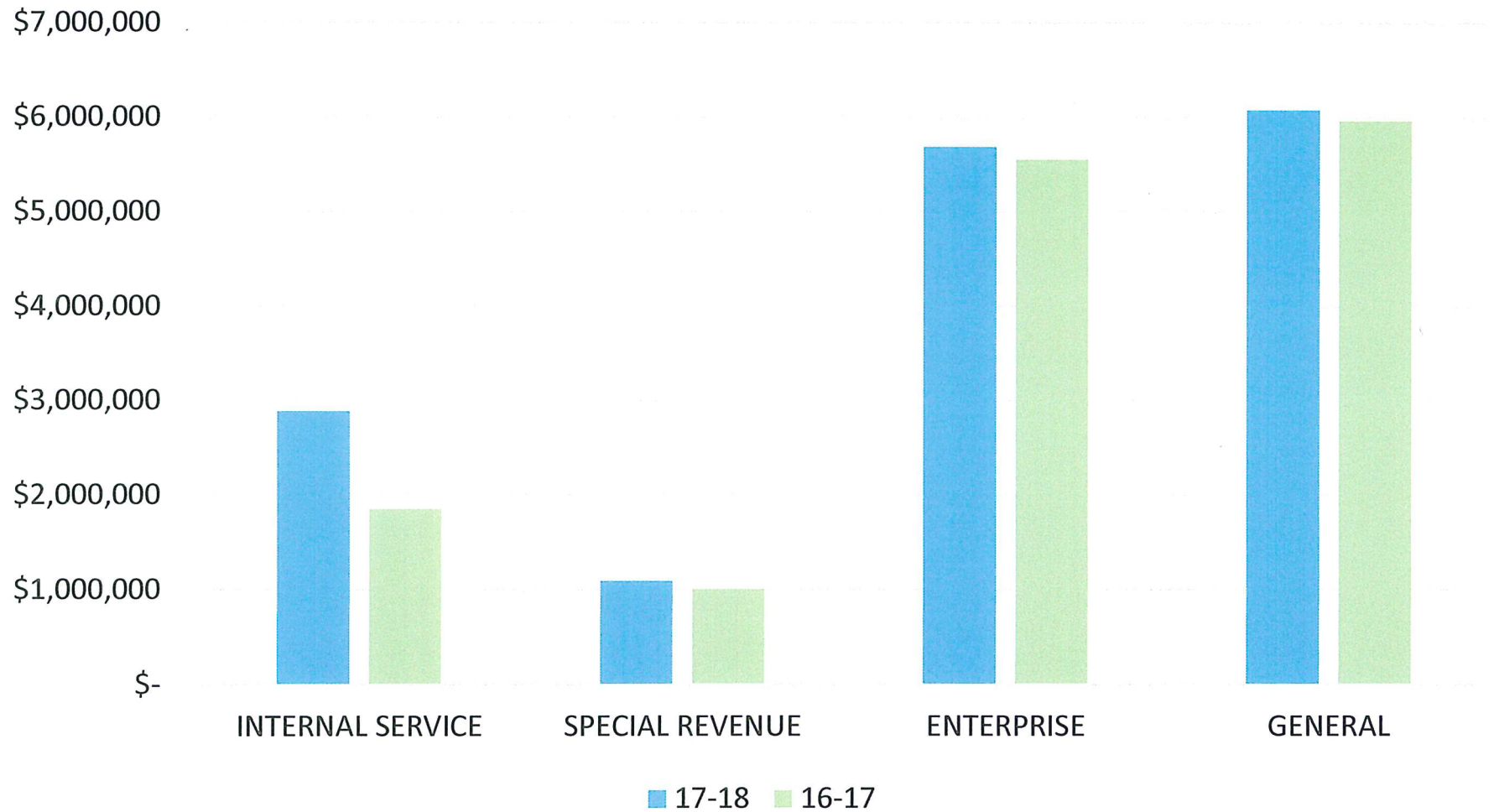
City of Porterville Revenue by Fund Type



CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTER ENDED
SEPTEMBER 30, 2017 AND SEPTEMBER 30, 2016

	2017-2018 AMENDED APPROP	2017-2018 YEAR-TO-DATE EXPEND	% OF APPROP	2016-2017 AMENDED APPROP	2016-2017 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 3,684,193	\$ 934,583	25.4%	\$ 3,686,114	\$ 853,680	23.2%
ZALUD ESTATE	22,305	4,684	21.0%	22,255	4,219	19.0%
COMMUNITY DEVELOPMENT BLOCK GRANT	735,972	38,196	5.2%	1,224,602	30,160	2.5%
TRANSIT	4,076,426	926,081	22.7%	12,331,857	960,417	7.8%
SPECIAL SAFETY GRANTS	267,413	94,161	35.2%	423,799	100,358	23.7%
SEWER OPERATING	6,436,780	1,268,303	19.7%	6,501,442	1,309,888	20.1%
REFUSE REMOVAL	6,317,200	1,354,879	21.4%	6,206,240	1,340,746	21.6%
AIRPORT	1,467,186	646,402	44.1%	1,374,616	650,531	47.3%
GOLF COURSE	395,502	98,474	24.9%	380,775	95,420	25.1%
WATER OPERATING	7,180,425	1,388,440	19.3%	4,969,717	1,194,465	24.0%
RISK MANAGEMENT	6,351,146	2,160,965	34.0%	6,075,995	1,192,933	19.6%
EQUIPMENT MAINTENANCE	3,289,286	727,022	22.1%	3,116,140	665,263	21.3%
LANDSCAPE MAINTENANCE DISTRICT	164,336	27,367	16.7%	174,405	26,039	14.9%
TOTALS	\$ <u>40,388,170</u>	\$ <u>9,669,557</u>	23.9%	\$ <u>46,487,957</u>	\$ <u>8,424,119</u>	18.1%

City of Porterville Expenditures by Fund Type



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Quarter Ended September 30, 2017 and September 30, 2016

	<u>FY 2017-18</u>	<u>FY 2016-17</u>
REVENUES		
Sales Tax - Measure H	\$ 940,552	904,326
Interest	1,460	545
Police Services	1,211	365
Contributions	-	1,000
TOTAL REVENUES	<u>943,223</u>	<u>906,237</u>
EXPENDITURES		
Police Department	373,602	390,831
Fire Department	438,533	352,069
Public Safety Station	8,202	7,833
Library & Literacy	114,247	102,947
TOTAL EXPENDITURES	<u>934,583</u>	<u>853,680</u>
CAPITAL PROJECTS		
Public Safety Station	-	-
Library Literacy Center	-	1,654
TOTAL CAPITAL PROJECTS	<u>-</u>	<u>1,654</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 8,640</u>	<u>\$ 50,903</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Quarter Ended September 30, 2017 and September 30, 2016

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>9/30/2017 NET OPERATING PROFIT (LOSS)</u>	<u>9/30/2016 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 1,501	\$ (4,684)	\$ (3,183)	\$ (3,318)
Transit	38,223	(926,081)	\$ (887,858)	(813,042)
Sewer Operating	1,762,527	(1,268,303)	494,224	375,664
Solid Waste	1,458,270	(1,354,879)	103,391	102,189
Airport	868,580	(646,402)	222,178	297,436
Golf	40,562	(98,474)	(57,912)	(50,480)
Water Operating	3,350,169	(1,388,440)	1,961,729	1,525,165



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Approval for Community Civic Event - Rotary Club of Porterville - Porterville Chamber of Commerce - Children's Christmas Parade - November 30, 2017

SOURCE: Finance

COMMENT: The Rotary Club of Porterville and Porterville Chamber of Commerce are requesting approval to hold the annual Children's Christmas Parade along Main Street on Thursday, November 30, 2017, from 5:00 p.m. to 9:00 p.m. This application is being submitted under the Community Civic Event Ordinance No. 1326, as amended. The following closures are requested:

STREETS (5:00 p.m. - 9:00 p.m.):

Main Street from Danner Avenue to Olive Avenue

Olive Avenue from Hockett Street to Second Street

Morton Avenue from Hockett Street to Second Street

Harrison Avenue from Hockett Street to Second Street

Thurman Avenue from Hockett Street to Second Street

Putnam Avenue from Hockett Street to Second Street

Mill Avenue from Hockett Street to Second Street

Cleveland Avenue from Hockett Street to Second Street (not blocking street for fire access)

Oak Avenue from Hockett Street to Second Street

Garden Avenue from Main Street to Second Street

Second Street from Olive Avenue to Oak Avenue

School Avenue, Bellevue Avenue, North Avenue and Doris Avenue, from Main Street to Second Street and Sunnyside

SIDEWALKS (5:00 p.m. - 9:00 p.m.):

Main Street from Danner Avenue to Olive Avenue

Olive Avenue from Main Street to Second Street

PARKING SPACES (6:00 a.m. - 9:00 p.m.):

Main Street in front of Chamber of Commerce

PARKING SPACES (3:00 p.m. - 9:00 p.m.):

Main Street in front of City hall, north end

This application has been routed according to the ordinance regulations and has been reviewed by all departments involved. The requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION:

That the City Council:

1. Approve the Community Civic Event application from the Rotary Club of Porterville and the Porterville Chamber of Commerce, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application;
2. Authorize the temporary suspension of the Fixed Route Transit System from 4:30 p.m. to 7:00 p.m. on November 30, 2017; and
3. Restrict the closure of parking spaces in front of City Hall from 3:00 p.m. to 5:30 p.m., to those at the north end of City Hall along Main Street.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

11/7/2017

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: October 17, 2017 Event date: Nov. 30, 2017
Event time: 7-9 pm parade 5-9 pm street & sidewalk closure

Name of Event: Children's Christmas Parade 6 am parking in front of chamber
3 pm parking spaces in front of city hall

Sponsoring organization: Rotary Club of Porterville Phone # _____
Porterville Chamber of Com
Address: City of Porterville
93 N. Main St. Porterville, CA 93257

Authorized representative: Stephanie Cortez Phone # 784-7502
Address: 93 N. Main St Porterville, CA 93257

Event chairperson: Greg Meister Phone # 364-6346

Location of event Main St from Danner to Olive, side streets for assembly and disbursement
(Location map must be attached)

Type of event: Children's Christmas Parade

Non-profit organization status: on file Chamber # 0248
Rotary # 00462

(IRS Determination)

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

Barricades (quantity): ✓ 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.	_____

xochitl@portervillechamber.org.

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

 Authorized Representative Initial

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

 Authorized Representative Initials

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

 Authorized Representative Initials

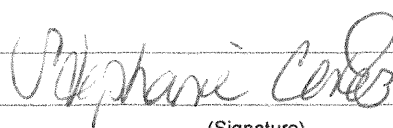
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

 Authorized Representative Initials

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.

 Authorized Representative Initials

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

Porterville Chamber of Commerce Rotary Club of Porterville		10/17/17
(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: Nov 30, 2017 Event time: 5pm-9pm

will be submitted later by the Chamber

[illegible]

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

CITY OF PORTERVILLE

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

Name of event: Children's Christmas Parade

Sponsoring organization: Rotary Club of Porterville, Porterville Chamber of Commerce, City of Porterville

Event date: Nov. 30, 2017 Hours: 5-9pm streets + sidewalks

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

6am parking spaces in front of Chamber

3pm parking spaces in front of City Hall

Closed			
Street Name	From	To	Activity
Main St.	Danner Ave	Olive Ave	Parade Route + Assembly
Olive Ave.	Hockett St.	Second St.	Parade Route
Morton, Harrison Thurman, Cleveland, Putnam, Main, + Oak	Hockett St.	Second St.	Adjacent to Parade Route
Garden Ave	Main St.	Second St.	Adjacent to Parade Route
School, Bellevue, North, + Doris	Main St.	Second + Division east Division + Second side street	Parade Assembly
Second St.	Olive Ave	Oak Ave	Parade Disbursement
Sidewalks	From	To	Activity
Main St.	Danner Ave	Olive Ave	View Parade and
Olive Ave	Main St.	Second St.	Assembly Area
Parking lots and spaces	Location		Activity
Main St. (7 spaces)	Chamber of Commerce	93 N. Main St	Judge's Stand
Main St. (5 northbound spaces)	City Hall	291 N. Main St.	Announcer's Stand

Requirements for Community Civic Event
Rotary Club of Porterville
Porterville Chamber of Commerce
Children's Christmas Parade
November 30, 2017

Finance Director:
M. Bemis

Assistant City Engineer:
J. Sanchez

Community Development Manager: No comments.
J. Phillips

Field Services Manager: City staff will provide street closures,
M. Knight trash and recycling containers, and cleanup
after parade.

Battalion Chief of Operations:
R. Land

Parks and Leisure Services Director: Public to remain out of Main St. planters.
D. Moore

Police Lieutenant: See list of Conditions/Requirements for
R. Standridge Children's Christmas Parade in Exhibit B.

Administrative Services Director: See Exhibit A, page 2.
P. Hildreth

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsors: Rotary Club of Porterville, Porterville Chamber of Commerce
Event: Children's Christmas Parade
Event Chairman: Greg Meister
Location: Main Street
Date of Event: November 30, 2017
Time of Event: 5:00 p.m. to 9:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Rotary Club of Porterville and Porterville Chamber of Commerce provide a Certificate of Commercial General Liability Insurance Coverage at least as broad as Insurance Services Office form CG 00 01, evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Officials, Employees, Agents, and Volunteers as Additional Insured for bodily injury and property damage, including without limitation, blanket contractual liability arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event. Applicant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10.

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.

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.

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: Children's Christmas Parade

Date of Event: 11-30-17

Location of Event: Main Street

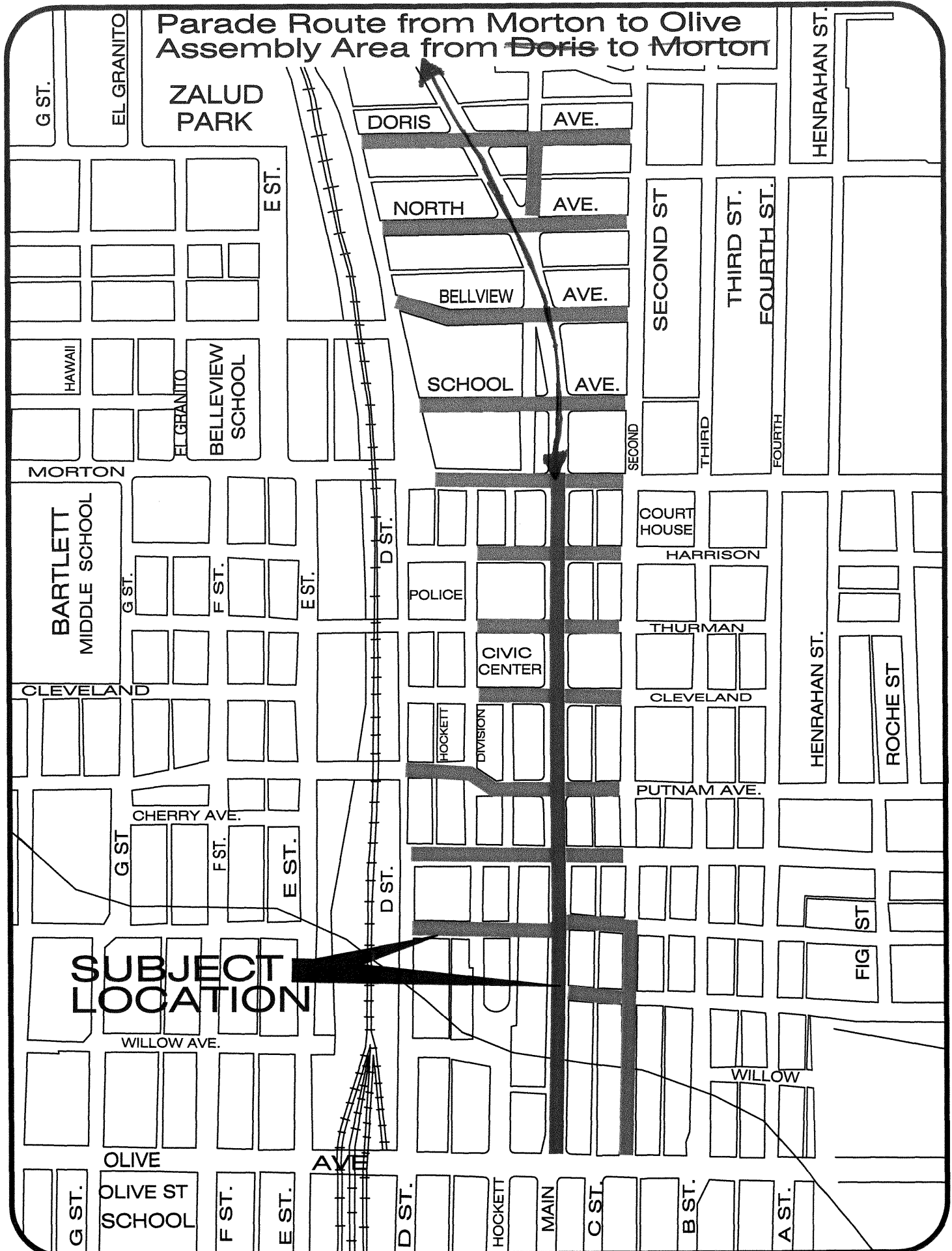
Recommendations/Requirements:

- 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.
- Parade 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 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. Chris Contreras well in advance of the event. They can be contacted at 559-782-7410/559-782-7400.

Lieutenant Rich Standridge, Porterville Police Department

Children's Christmas Parade

Parade Route from Morton to Olive
Assembly Area from ~~Doris~~ to Morton



S/B

Danner to Olive

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:

Rotary Club of Porterville
Porterville Chamber of Commerce

93 N. Main St., Porterville, CA 93257

2 Address where amplification equipment is to be used:

Main Street

3 Names and addresses of all persons who will use or operate the amplification equipment:

entries in parade

Individual

4 Type of event for which amplification equipment will be used:

Children's Christmas Parade

5 Dates and hours of operation of amplification equipment:

Nov. 30, 2017 6 pm - 9 pm

(Before and during the parade.)

6 A general description of the sound amplifying equipment to be used:

Unknown at this time

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.

Stephanie Carter
Signature of Applicant

10/19/17
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.

Rich Smith
City of Porterville, Chief of Police/Designee

10-25-17
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita	
	PHONE (A/C, No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com	
INSURED All Active US Rotary Clubs & Districts Rotary Club of Porterville ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 899307648**REVISION NUMBER:**

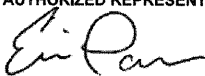
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			015375594	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			015375594	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			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	NOT APPLICABLE			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)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER**CANCELLATION**

The City of Porterville and Successor Agency to the Porterville Redevelopment Agency 291 N. Main St. Porterville, CA 93257 RE: Porterville Children's Christmas Parade/November 30th, 2017.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT # 022

This endorsement, effective 12:01 AM 07/01/2017

Forms a part of policy no.: 015375594

Issued to: US ROTARY CLUBS & DISTRICTS
C/O ROTARY INTERNATIONAL

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

The City of Porterville and Successor Agency to the Porterville Redevelopment Agency,
and its Officers, Employees, Agents and Volunteers

291 N. Main St.

Porterville, CA 93257

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

All other terms and conditions of the policy remain the same.



Authorized Representative



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Amendment to Employee Pay and Benefit Plan - Fire Officer Series

SOURCE: Administrative Services

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

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

RECOMMENDATION: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to the Fire Officer Series employees.

ATTACHMENTS: 1. FOS Reso

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2017

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT
PLAN PERTAINING TO FIRE OFFICER SERIES EMPLOYEES

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

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

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Fire Officer Series (FOS) for the period from July 1, 2017, until June 30, 2019, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

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

I. TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from July 1, 2017 through June 30, 2019.

II. SALARY

Effective December 1, 2017, FOS employees shall receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary.

III. EMPLOYEE SERVICE AWARD

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

Years of Service	Award Amount
5	\$50
10	\$100
15	\$150

20	\$200
25	\$250
30	\$300

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

IV. ORTHODONTICS BENEFIT

Orthodontics for all covered individuals. Lifetime maximum of \$1,000 per covered individual.

This amended benefit will become effective upon reaching agreements with all bargaining units.

V. VACATION ACCRUAL

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

Years of Service	Hours Accrual Per Month of Service	Annual Accrual	Max Accumulation
1-5	19.60	235	336
6-10	24.26	291	392
11-15	26.60	319	420
16 plus	28.94	347	448

The vacation accrual and maximum accumulation rate for FOS employees working on a non-shift basis shall be amended as follows. The rates include three floating holidays.

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

VI. VACATION SCHEDULING

Each October, all personnel shall have the opportunity to select vacations for the next calendar year. Selections will be made one at a time, up to four per person, in order of

seniority with the Department, on a per shift basis, regardless of rank. Not more than two shift members can select to be out on vacation during the same time with these four vacation selections. A vacation selection can be any length of concurrent shifts or hours. If shift members are not present on duty to make selections when it is their turn, shift command will attempt to call them to ask what dates they would like to reserve. If they do not respond within 8 hours, shift command will mark “pass” and continue the vacation calendar to the next senior member. All selections will be presented to the Chief not later than December 15th for review and approval.

Subsequent, supplemental vacation requests may be made throughout the year. Subsequent, supplemental vacation requests will not be approved if they would cause a functional position shift deficiency or otherwise cause a need for overtime. Such requests shall be submitted not more than 30 days, and not less than 48 hours, prior to the start date of requested vacation. Emergency vacations may be granted on a case-by-case basis, with approval of the Chief or his designee.

VII. EDUCATION INCENTIVE

City of Porterville’s Administrative Policy No. IV-B-2, “Mutual Benefit Training” shall be amended to strike the reference to the semester calculation and Fresno State University reference and replace it with a flat rate of \$4,000 annually for course work applied towards a Bachelor’s or Master’s degree, with the same maximums, terms and requirements in place (six credit units per semester, two semesters per year). This item shall become effective the quarter immediately following agreement being reached on this item with all sworn safety bargaining units.

Chief Fire Officer Certificate: 3% upon satisfactory completion of all course work up to the certification task book required by the Office of the State Fire Marshal, State Fire Training for Chief Fire Officer Certification. In order to qualify for the Chief Officer Incentive Program, a Department employee shall either maintain a Chief Officer Certificate from the Office of the State Fire Marshal (OSFM) or complete all of the following:

1. All education and instruction that is required by the OSFM for chief officer certification, with the exception of the Chief Officer Task Book.
2. Certification as a Fire Officer through the OSFM
3. Possession of, at a minimum, an associate degree or higher (any major), or an accredited post-secondary institution. A copy of your degree must be submitted to the Chief.
4. Have a minimum of five (5) years full-time, paid experience in a California fire department as a fire fighter performing suppression duties.
5. Have a minimum of two (2) years’ experience at the officer level (Lieutenant or higher). This experience may be included in with the five year fire service requirement. Performing in an “acting” capacity does not qualify.

Employees shall be allowed to attend training classes that are held at station 72 training site so long as all response areas are covered for emergency response. The Chief or his designee shall pick the members that will attend based on seniority and department needs.

VIII. OVERTIME POLICY

Forced Overtime – When personnel are forced to work more than scheduled hours in order for the Department to meet minimum staffing standards, or to fill various ranks because no qualified personnel are available on the affected shift. This overtime may be the result of a “not-foreseen” situation (no relief available) and will be filled position for position from the off going shift, based on the least amount of overtime hours worked. It may also be the result of no one accepting a scheduled overtime offer.

Foreseen Overtime – When an overtime situation occurs due to minimum staffing level or functional positions shortage is created or identified seven days or more before the beginning of the affected shift.

Minimum staffing – the minimum personnel in total, and of each rank, required to be on duty to fill each shift.

Staffing – The process of filling overtime vacancies by using the “rank for rank” method, by which a vacancy is filled by a person of equal rank to the personnel that created the vacancy. Acting positions may be used to satisfy the requirements of staffing if a person of equal rank is unavailable.

Staffing / Overtime Policy:

The use of acting officers and acting engineers is an important element of the succession training for the Department and its personnel. When shift vacancies are created and minimum staffing is not effected personnel who have been certified for acting positions will move up to fill the rank (functional position).

Overtime shall be offered to all personnel below the rank of Battalion Chief, based on hours of overtime previously worked in the calendar year based on rank and/or position. Those with fewer hours of overtime worked will be offered the overtime first. The overtime list shall be used for the scheduling of all overtime greater than 9 hours in duration including OES and LGST calls. Overtime vacancies that consist of 9 hours or less may be filled at the discretion of shift command. No personnel shall work more than 96 hours consecutively unless they are on an OES or LGST call. With the approval of the Chief or his designee an employee may work up to 120 hours consecutively. Personnel cannot be forced if they have vacation within 2 shifts before or after the day of the forced overtime. Shift trades shall not be allowed to circumvent a force hire overtime. All overtime will now be assigned by phone, text message, or email so there is a record of how it was assigned and who agreed to take it or who was forced hired. For foreseen overtime personnel have 2 hours to call in and accept the overtime. If 2 hours pass and no one has taken the overtime it will be assigned as a force hire. The 40 hour shift arson Captain position shall not be forced hired Monday through Friday. At the end of every calendar year the overtime list shall be reset to zero for all employees.

Example 1: An overtime situation occurs that was known 7 days or more in advance of the

date of the overtime. The shift commander shall treat that as foreseen overtime and contact all department personnel in the rank that is causing the overtime to fill the position rank for rank. If no one picks up the overtime the shift commander will contact (via phone, text, or email) the applicable acting personnel for that rank in an effort to not force hire that position. If the shift commander still has no one willing to take the overtime, it would then be treated as a forced overtime situation (refer to the definition of forced overtime). If for some reason the shift commander has no one to force hire, the Duty Chief shall be contacted and the shift shall be filled by any means possible, including but not limited to under filling positions and/or using qualified reserves to work the shift.

Example 2: An overtime situation occurs that is less than 7 days in advance of the date of the overtime. The shift commander shall treat that as not-foreseen overtime and contact all department personnel in the rank that is causing the overtime to fill the position rank for rank. If no one picks up the overtime within 2 hours the shift commander will contact (via phone, text, or email) the applicable acting personnel for that rank in an effort to not force hire that position. If the shift commander still has no one willing to take the overtime, it would then be treated as a forced overtime situation (refer to the definition of forced overtime). If for some reason the shift commander has no one to force hire, the Duty Chief shall be contacted and the shift shall be filled by any means possible, including but not limited to under filling positions and/or using qualified reserves to work the shift.

IX. RESIDENCY REQUIREMENT

All full-time Department personnel must maintain their primary residence within 45 air miles of the city limit of Porterville. Battalion Chiefs shall, while on call for duty, reside within 10 miles or 20 minutes of the intersection of Morton and Indiana, and be able to receive radio traffic at that location for the duration of their assignment. In order to accommodate more distant off-duty personnel, all OES and LGST call outs shall be filled by on-duty staff and off duty staff that reside within 10 miles or 20 minutes of the intersection of Morton and Indiana. Positions that leave for an OES or LGST call will be backfilled as soon as possible by off-duty staff called back for overtime. All overtime including OES and LGST shall be filled using the overtime policy.

X. 48/96 SCHEDULE

The City will allow some modifications to Departmental hours of operations, so long as the current level of service is delivered to the public. The schedule described in the following paragraph will be implemented on a trial basis for a period of three years:

The Department shift schedule is a 48-hour shift, with 96 hours off duty between shifts (48/96 schedule). In the event that no full-time personnel are available to fill a vacancy caused by vacation, sick leave, or out of area assignment (such as, but not limited to, an OES or LGST call) of another shift member, the Chief or his designee shall fill said vacancy to maintain minimum staffing ratios. The Chief or his designee shall fill the overtime using the overtime policy. However, in the event no member accepts the overtime

assignment and there are no personnel to force hire, the Chief or his designee shall use any means available to fill a vacancy of either a rank or functional position, including but not limited to the use of qualified reserve firefighters for the duration of the shift.

If at any time during the trial period of an alternate work schedule it becomes apparent that demonstrable impacts of the plan are not in the best interest of the City, or the safety and welfare of the residents thereof, or the health, safety and welfare of the employees assigned thereto, and parties of this Memorandum of Understanding do hereby agree, at the request of either party, to meet and confer at the earliest time possible in an effort to reach concurrence for an equitable and reasonable resolution of any work schedule impacts demonstrably adverse to said interests of the City, the residents thereof, or the employees involved. Said adverse impacts may include, but are not limited to, problems associated with declining productivity, staffing shortages, overtime costs, budget reductions, sick leave usage, accidents and injuries attributed to fatigue, significant increases in errors and/or accuracy, or applicable changes to state or federal regulations affecting any operational premises upon which the alternate work schedule is based.

If the parties hereto are unable to agree on equitable, reasonable and appropriate solutions to resolve any adverse impacts attributed to the alternate work schedule within a reasonable time after learning of or becoming aware of such adverse impacts, then the City shall declare the trial period terminated, and provide each employee involved in the alternative work schedule written notice of the effective termination date. Immediately upon termination of the alternate plan, work schedules will automatically revert to a 56-hour work week.

XI. FIRE DEPARTMENT POLICIES

The Department has promulgated various rules and regulations which affect all Department employees, including employees covered by this MOU. The parties acknowledge that the Department's policies shall remain in effect unless a specific provision of this MOU contradicts the rule. The Department retains the ability to make changes to its rules and regulations which may affect current bargaining unit members. If the Association believes that the new or changed policy impacts a meet and confer issue the Association may request to meet within (30) days of the change.

XII. FIRE LIEUTENANT CLASSIFICATION REASSIGNMENT

Over the next three (3) years, the Fire Chief will review the organizational structure of the Fire Department to determine if the consolidation of the Lieutenant and Captain positions meets the needs of the Department.

XIII. COMPREHENSIVE MEMORANDUM OF UNDERSTANDING (MOU)

If FOS is not able to be assimilated back into PCFA by January 1, 2018, the City and FOS agree to work toward the completion of a comprehensive MOU with a completion date of

June 30, 2018.

XIV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

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

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

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

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

SOURCE: Administrative Services

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

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

RECOMMENDATION: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to the Porterville City Firefighters Association employees.

ATTACHMENTS: 1. PCFA Reso

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2017

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT
PLAN PERTAINING TO PORTERVILLE CITY FIREFIGHTERS ASSOCIATION

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

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

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Porterville City Firefighters Association (PCFA) for the period from July 1, 2017, until June 30, 2019, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

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

I. TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from July 1, 2017 through June 30, 2019.

II. SALARY

Two percent (2%) salary increase effective December 1, 2017.

Two percent (2%) salary increase effective December 1, 2018.

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, PCFA employees shall receive a one-time payment equivalent to three percent (3%) of the employees' annual base salary.

III. UNIFORM POLICY

The physical fitness uniform shall primarily be worn when engaged in physical fitness. The physical fitness uniform shall include a Fire Department tee shirt, and/or, sweatshirt, dark blue, 100% cotton, with the department logo. Shorts and/or sweat pants shall be dark blue,

100% cotton. Shorts shall have an inseam sufficient to rest between the lower thigh and midline of the knee.

Nylon or other synthetic material shirts, shorts, and other fitness uniform items should not be worn under PPE because those fabrics may melt.

IV. EMPLOYEE SERVICE AWARD

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

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

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

V. ORTHODONTICS BENEFIT

Orthodontics for all covered individuals. Lifetime maximum of \$1,000 per covered individual.

This amended benefit will become effective upon reaching agreements with all bargaining units.

VI. VACATION ACCRUAL

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

Years of Service	Hours Accrual Per Month of Service	Annual Accrual	Max Accumulation
1-5	19.60	235	336
6-10	24.26	291	392
11-15	26.60	319	420

16 plus	28.94	347	448
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The vacation accrual and maximum accumulation rate for PCFA employees working on a non-shift basis shall be amended as follows. The rates include three floating holidays.

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

VII. VACATION SELL BACK

Shift Employees-

Subject to IRS regulations, PCFA employees with at least five (5) years of service with the City of Porterville shall have the opportunity to sell back up to forty-eight (48) hours of vacation time provided said employee has utilized a minimum of ninety-six (96) hours of vacation time within the twelve (12) months prior to the sell back pay period and provided a balance of at least forty-eight (48) hours remains on account after sellback. Under extenuating circumstances created by departmental workload, the City Manager may permit the sell back when an employee has utilized less than ninety-six (96) hours but more than forty-eight (48) hours within the prior twelve (12) month period. Said sell back shall occur once per year, during the second pay-period of October.

Non-Shift Employees-

Subject to IRS regulations, PCFA employees with at least five (5) years of service with the City of Porterville shall have the opportunity to sell back up to forty (40) hours of vacation time provided said employee has utilized a minimum of eighty (80) hours of vacation time within the twelve (12) months prior to the sell back pay period and provided a balance of at least forty (40) hours remains on account after sell back. Under extenuating circumstances created by departmental workload, the City Manager may permit the sell back when an employee has utilized less than eighty (80) hours but more than forty (40) hours within the prior twelve (12) month period. Said sell back shall occur once per year, during the second pay-period of October.

VIII. VACATION SCHEDULING

Each October, all personnel shall have the opportunity to select vacations for the next calendar year. Selections will be made one at a time, up to four per person, in order of seniority with the Department, on a per shift basis, regardless of rank. Not more than two shift members can select to be out on vacation during the same time with these four vacation selections. A vacation selection can be any length of concurrent shifts or hours. If

shift members are not present on duty to make selections when it is their turn, shift command will attempt to call them to ask what dates they would like to reserve. If they do not respond within 8 hours, shift command will mark “pass” and continue the vacation calendar to the next senior member. All selections will be presented to the Chief not later than December 15th for review and approval.

Subsequent, supplemental vacation requests may be made throughout the year. Subsequent, supplemental vacation requests will not be approved if they would cause a functional position shift deficiency or otherwise cause a need for overtime. Such requests shall be submitted not more than 30 days, and not less than 48 hours, prior to the date of requested vacation. Emergency vacations may be granted on a case-by-case basis, with approval of the Chief or his designee.

IX. EDUCATION INCENTIVE

City of Porterville’s Administrative Policy No. IV-B-2, “Mutual Benefit Training” shall be amended to strike the reference to the semester calculation and Fresno State University reference and replace it with a flat rate of \$4,000 annually for course work applied towards a Bachelor’s or Master’s degree, with the same maximums, terms and requirements in place (six credit units per semester, two semesters per year). This item shall become effective the quarter immediately following agreement being reached on this item with all sworn safety bargaining units.

--- --- ---

Employees represented by PCFA may receive a maximum of 2.5% for certifications received from an accredited trade school. Skills acquired from accredited trade school must be beneficial to the City of Porterville’s Fire Department. Examples of eligible certifications include, but are not limited to: Auto and diesel mechanics, any medical licenses or certificates other than those listed as minimum qualifications for employment, instructor certification or licensure in any of the fire sciences. Compensation eligibility for trade school certification other than those listed above will be determined by the Fire Chief, on a case-by-case basis.

Employees represented by PCFA may count the units taken for EMT, EMT-II, and EMT-P certification towards the qualifying units for an Associate’s Degree incentive pay.

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Employees shall be allowed to attend training classes that are held at station 72 training site so long as all response areas are covered for emergency response. The Chief or his designee shall pick the members that will attend based on seniority and department needs.

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Fire Officer Certificate: 2% upon satisfactory completion of all course work up to the certification task book and prior to being appointed to a position that requires this certificate. In order to qualify for the Fire Officer Incentive Program, a Department employee shall either maintain a Fire Officer Certificate from the Office of the State Fire Marshal (OSFM) or complete **both** of the following:

1. OSFM certified Fire Fighter II
2. All education and instruction that is required by the OSFM for company officer certification, with the exception of the Fire Officer Task Book.

X. OVERTIME POLICY

Forced Overtime – When personnel are forced to work more than scheduled hours in order for the Department to meet minimum staffing standards, or to fill various ranks because no qualified personnel are available on the affected shift. This overtime may be the result of a “not-foreseen” situation (no relief available) and will be filled position for position from the off going shift, based on the least amount of overtime hours worked. It may also be the result of no one accepting a scheduled overtime offer.

Foreseen Overtime – When an overtime situation occurs due to minimum staffing level or functional positions shortage is created or identified seven days or more before the beginning of the affected shift.

Minimum staffing – the minimum personnel in total, and of each rank, required to be on duty to fill each shift.

Staffing – The process of filling overtime vacancies by using the “rank for rank” method, by which a vacancy is filled by a person of equal rank to the personnel that created the vacancy. Acting positions may be used to satisfy the requirements of staffing if a person of equal rank is unavailable.

Staffing / Overtime Policy:

The use of acting officers and acting engineers is an important element of the succession training for the Department and its personnel. When shift vacancies are created and minimum staffing is not effected personnel who have been certified for acting positions will move up to fill the rank (functional position).

Overtime shall be offered to all personnel below the rank of Battalion Chief, based on hours of overtime previously worked in the calendar year based on rank and/or position. Those with fewer hours of overtime worked will be offered the overtime first. The overtime list shall be used for the scheduling of all overtime greater than 9 hours in duration including OES and LGST calls. Overtime vacancies that consist of 9 hours or less may be filled at the discretion of shift command. No personnel shall work more than 96 hours consecutively unless they are on an OES or LGST call. With the approval of the Chief or his designee an employee may work up to 120 hours consecutively. Personnel cannot be forced if they have vacation within 2 shifts before or after the day of the forced overtime. Shift trades shall

not be allowed to circumvent a force hire overtime. All overtime will now be assigned by phone, text message, or email so there is a record of how it was assigned and who agreed to take it or who was forced hired. For foreseen overtime personnel have 2 hours to call in and accept the overtime. If 2 hours pass and no one has taken the overtime it will be assigned as a force hire. The 40 hour shift arson Captain position shall not be forced hired Monday through Friday. At the end of every calendar year the overtime list shall be reset to zero for all employees.

Example 1: An overtime situation occurs that was known 7 days or more in advance of the date of the overtime. The shift commander shall treat that as foreseen overtime and contact all department personnel in the rank that is causing the overtime to fill the position rank for rank. If no one picks up the overtime the shift commander will contact (via phone, text, or email) the applicable acting personnel for that rank in an effort to not force hire that position. If the shift commander still has no one willing to take the overtime, it would then be treated as a forced overtime situation (refer to the definition of forced overtime). If for some reason the shift commander has no one to force hire, the Duty Chief shall be contacted and the shift shall be filled by any means possible, including but not limited to under filling positions and/or using qualified reserves to work the shift.

Example2: An overtime situation occurs that is less than 7 days in advance of the date of the overtime. The shift commander shall treat that as not-foreseen overtime and contact all department personnel in the rank that is causing the overtime to fill the position rank for rank. If no one picks up the overtime within 2 hours the shift commander will contact (via phone, text, or email) the applicable acting personnel for that rank in an effort to not force hire that position. If the shift commander still has no one willing to take the overtime, it would then be treated as a forced overtime situation (refer to the definition of forced overtime). If for some reason the shift commander has no one to force hire, the Duty Chief shall be contacted and the shift shall be filled by any means possible, including but not limited to under filling positions and/or using qualified reserves to work the shift.

XI. RESIDENCY REQUIREMENT

All full-time Department personnel must maintain their primary residence within 45 air miles of the city limit of Porterville. Battalion Chiefs shall, while on call for duty, reside within 10 miles or 20 minutes of the intersection of Morton and Indiana, and be able to receive radio traffic at that location for the duration of their assignment. In order to accommodate more distant off-duty personnel, all OES and LGST call outs shall be filled by on-duty staff and off duty staff that reside within 10 miles or 20 minutes of the intersection of Morton and Indiana. Positions that leave for an OES or LGST call will be backfilled as soon as possible by off-duty staff called back for overtime. All overtime including OES and LGST shall be filled using the overtime policy.

XII. 48/96 SCHEDULE

The City will allow some modifications to Departmental hours of operations, so long as

the current level of service is delivered to the public. The schedule described in the following paragraph will be implemented on a trial basis for a period of three years:

The Department shift schedule is a 48-hour shift, with 96 hours off duty between shifts (48/96 schedule). In the event that no full-time personnel are available to fill a vacancy caused by vacation, sick leave, or out of area assignment (such as, but not limited to, an OES or LGST call) of another shift member, the Chief or his designee shall fill said vacancy to maintain minimum staffing ratios. The Chief or his designee shall fill the overtime using the overtime policy. However, in the event no member accepts the overtime assignment and there are no personnel to force hire, the Chief or his designee shall use any means available to fill a vacancy of either a rank or functional position, including but not limited to the use of qualified reserve firefighters for the duration of the shift.

If at any time during the trial period of an alternate work schedule it becomes apparent that demonstrable impacts of the plan are not in the best interest of the City, or the safety and welfare of the residents thereof, or the health, safety and welfare of the employees assigned thereto, and parties of this Memorandum of Understanding do hereby agree, at the request of either party, to meet and confer at the earliest time possible in an effort to reach concurrence for an equitable and reasonable resolution of any work schedule impacts demonstrably adverse to said interests of the City, the residents thereof, or the employees involved. Said adverse impacts may include, but are not limited to, problems associated with declining productivity, staffing shortages, overtime costs, budget reductions, sick leave usage, accidents and injuries attributed to fatigue, significant increases in errors and/or accuracy, or applicable changes to state or federal regulations affecting any operational premises upon which the alternate work schedule is based.

If the parties hereto are unable to agree on equitable, reasonable and appropriate solutions to resolve any adverse impacts attributed to the alternate work schedule within a reasonable time after learning of or becoming aware of such adverse impacts, then the City shall declare the trial period terminated, and provide each employee involved in the alternative work schedule written notice of the effective termination date. Immediately upon termination of the alternate plan, work schedules will automatically revert to a 56-hour work week.

XIII. FIRE DEPARTMENT POLICIES

The Department has promulgated various rules and regulations which affect all Department employees, including employees covered by this MOU. The parties acknowledge that the Department's policies shall remain in effect unless a specific provision of this MOU contradicts the rule. The Department retains the ability to make changes to its rules and regulations which may affect current bargaining unit members. If the Association believes that the new or changed policy impacts a meet and confer issue the Association may request to meet within (30) days of the change.

XIV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

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

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

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Request for Proclamation - Porterville Chamber of Commerce Board Chair - Ramona Chiapa

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 Porterville Chamber of Commerce has requested that the Council consider approval of a proclamation to recognize outgoing Board Chair Ramona Chiapa. Council Member Hamilton is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at a future Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to recognize outgoing Chamber of Commerce Board Chair Ramona Chiapa.

ATTACHMENTS: 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 10/18/17
Name of Event/Individual: Ramona Chiapa
i.e. "Porterville Tourism Week", "Mr. John/Doe"
Name of Sponsoring Organization: Chamber
Name of Contact Person: Stephanie Cortez
Address: 93 N main St Ste A
Phone: 559 784 7502 FAX: 559 784 0770

E-mail: _____

I would like the proclamation: ☒ amended 10/26 presented at a Council Mtg. ☐ mailed ☒ call for pick-up

Date(s) of Event: 11/3/17 - Awards Dinner

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

Individual or representative attending Council Meeting to receive proclamation:

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

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

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

City Clerk's Section

Request Received: 10/18 Sponsored by: Hamilton Date: 10/26

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

Proclamation to Recognize Efforts of Outgoing Board Chair Ramona Chiapa

Whereas Ramona Chiapa has served as Chair of the Board of Directors of the Porterville Chamber of Commerce for the 2017 fiscal year,

And Whereas, under her competent and enthusiastic leadership, the Chamber has successfully strengthened existing programs and launched new initiatives for assistance to business entrepreneurs,

And Whereas, her goal for the year was to encourage the growth of the Chamber membership, and business, education, and community initiatives,

And Whereas, her leadership created a greater awareness of the valuable services provided by the Chamber which are integral to business vitality,

And Whereas, local and regional partnerships for education, workforce development, tourism, and economic development, were strengthened and expanded to meet the economic challenges for businesses as they recover from the recession,

And Whereas, under her capable leadership, the Chamber diligently worked to oppose 'job killer' legislation, support 'job creator' legislation, and educate members and the business public about labor law compliance,

And Whereas, for its advocacy efforts the Chamber was recognized as 1 of 23 CalChamber President's Circle of Excellence in Advocacy honorees,

And Whereas, Ramona led the Board, staff, and volunteers to celebrate 16 ribbon cutting ceremonies, welcome 10,000 Iris Festival attendees and 135 vendors,

And Whereas, she championed the Porterville Chamber of Commerce's efforts to promote the community and strengthen the economy,

And Whereas, the County of Tulare and the Chamber are partners for economic development, community promotion, and the continued enhancement of the quality of life in Porterville and Southeastern Tulare County,

Let it hereby be proclaimed that Ramona Chiapa has duly served Porterville, Southeastern Tulare County, its businesses and residents, and the Porterville Chamber of Commerce in leadership efforts to demonstrate that through collaboration, dedication, teamwork, education, and community stewardship, the community and its economic health can be positively impacted.



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Public Hearing - Vacation of Summit Estates Two, Phase 1 Vacation of Easements

SOURCE: Public Works

COMMENT: This is the time and place set for the hearing on the proposed vacation of easements for storm drain and emergency access related to the development of Summit Estates Two, Phase 1. These easements are generally located west of Mathew Street, south of Orange Avenue, and north of the Tule River. As part of the development, the developer plans to expand a drainage reservoir directly south of Heritage Court (east of the residential development). The development will provide new streets and the needed emergency access within and through the subject site.

Staff trusts that there are no problems with any reversionary rights since these easements are in favor of the City of Porterville. Vacation of these easements does not affect other agencies or other utility companies.

The City of Porterville has the rights to vacate the blanket easement and storm drain easement. The vacation process will be conducted per Section 8320, Part 3, Division 9, of the Streets and Highways Code of the State of California.

RECOMMENDATION: That City Council:

1. Conduct a Public Hearing;
2. Adopt the Resolution of Vacation for easements described in the attached legal description; and
3. Authorize the City Clerk to record the Resolution of Vacation.

ATTACHMENTS:

1. Resolution
2. Easements Legal Description
3. Exhibit B-1
4. Exhibit B-2

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE VACATION AND CLOSING TO PUBLIC USE THE BLANKET
EMERGENCY ACCESS EASEMENT AND STORM DRAIN RESERVOIR EASEMENT
RELATED TO SUMMIT ESTATES TWO, PHASE 1 SUBDIVISION

WHEREAS, by Resolution No. 61-2017, passed on October 17th, 2017, the City Council of the City of Porterville declared its intention to vacate easements the blanket emergency access easement and storm drain reservoir easement related to Summit Estates Two, Phase 1 west of Mathew Street, south of Orange Avenue, and north of the Tule River, hereinafter more particularly described, and set the hour of 7:00 p.m. on the 7th day of November, 2017, or as soon thereafter as the matter can be heard, in the Council Chambers of said City as the time and place for hearing all persons objecting to the proposed vacation; and

WHEREAS, such public hearing has been held at said time and place, and there were no protests, oral or written, to such vacation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville as follows:

SECTION 1: The Council hereby finds, from all the evidence submitted, that the easements hereinafter described are unnecessary for present or prospective use, and the City Council hereby makes its order vacating said easements west of Mathew Street, south of Orange Avenue, and north of the Tule River which are described in the legal description attached hereto, marked Exhibit "A" and by reference made a part hereof.

SECTION 2: The City Clerk shall cause a copy of this resolution to be recorded in the office of the Clerk-Recorder of Tulare County, California.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution and it shall thereupon take effect and be in force.

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Exhibit "A"

Legal Description

Parcel 1 – Ingress and Egress for Emergency Access Easement Vacation

That portion of land designated as Remainder 2 of Summit Estates, Phase One per map recorded in Book 42, page 48 of Maps in the Office of the County Recorder of Tulare County.

Parcel 2 – Storm Drain Reservoir Easement Vacation

That portion of Remainder 2 of Summit Estates, Phase One, per map recorded in Book 42, page 48 of Maps in the Office of the County Recorder of Tulare County, described as follows:

Beginning at a point in the East line of the Northwest quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, said point being North 00°32'34" East, 22.00 feet of the Southeast corner of said Northwest quarter;

Thence, South 89°54'18" West, 30.00 feet to a point in the West line of Mathew Street (60 feet wide) and being the TRUE POINT OF BEGINNING of the parcel to be described;

Thence; continuing, South 89°54'18" West, 148.12 feet;

Thence, North 45°06'42" West, 120.90 feet;

Thence, North 51°57'15" West, 91.18 feet;

Thence, North 39°12'16" West, 45.24 feet;

Thence, North 02°09'27" East, 36.97 feet;

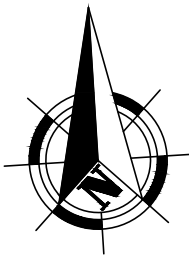
Thence, North 39°56'22" East, 52.22 feet;

Thence, North 76°03'57" East, 52.36 feet;

Thence, North 89°37'58" East, 250.97 feet to a point in said West line of Mathew Street;

Thence, South 00°32'34" West, 267.54 feet to the TRUE POINT OF BEGINNING.

END OF DESCRIPTION



NO SCALE

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

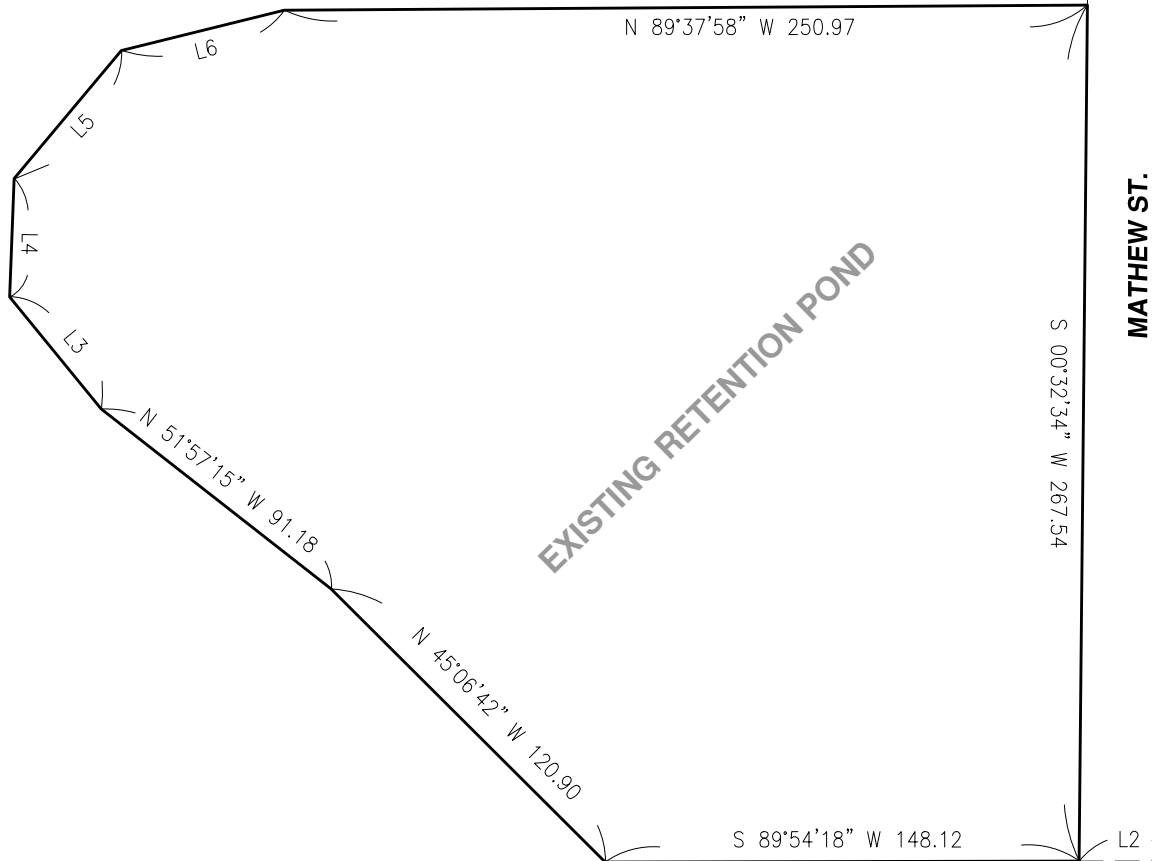
REMAINDER 2 OF REMAINDER 2 OF
SUMMIT ESTATES PHASE ONE R.M. 42-48
RECORDED IN BOOK 422 PAGE 48
OF MAPS LOCATED IN PORTION OF
THE EAST HALF OF SECTION 23, ST. R 1
27 E., R. 12 B. & M. D. B. & M., T. C. R.

OWNER	CITY OF PORTERVILLE
APN	
AREA	
ACRES	
SCALE	NO SCALE
DATE	10/11/2017
DRAWN BY	CAL
CHECKED BY	VS

SUMMIT
ESTATES
PHASE ONE
R.M. 42-48

REMAINDER 2

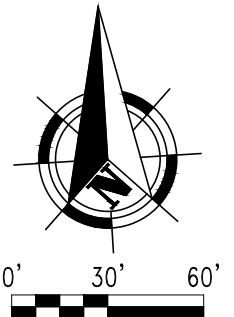
MONTE CT.



LINE TABLE

L1	N 00°32'34" E	22.00
L2	S 89°54'18" W	30.00
L3	N 39°12'16" E	45.24
L4	N 02°09'27" E	36.97
L5	N 39°56'22" E	52.22
L6	N 76°03'57" E	52.36

THE SOUTHEAST CORNER OF THE NORTHWEST
QUARTER OF SECTION 33-21/27



SCALE: 1" = 60'

CITY OF PORTERVILLE ENGINEERING DIVISION

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

THAT PORTION OF REMAINDER 2 OF
SUMMIT ESTATES, PHASE ONE, PER
MAP RECORDED IN BOOK 42, PAGE 48
OF MAPS LOCATED IN A PORTION OF
THE EAST HALF OF SECTION 33, T. 21
S., R. 27 E., M.D.B.&M., T.C.R.

OWNER	CITY OF PORTERVILLE
APN	
AREA	
ACRES	
SCALE	1" = 60'-0"
DATE	10/11/2017
DRAWN BY	CAL
CHECKED BY	VS



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Second Reading - Ordinance No. 1843 - An Ordinance of the City Council of the City of Porterville Amending Sections 700.01, 700.02 and 701.02, and Repealing and Replacing Section 301.23 of the Porterville Municipal Code, Concerning Personal Cultivation and Use of Cannabis, and Prohibition of Commercial Cannabis Activities

SOURCE: Administrative Services

COMMENT: Ordinance No. 1843, An Ordinance of the City Council of the City of Porterville Amending Sections 700.01, 700.02 and 701.02, and Repealing and Replacing Section 301.23 of the Porterville Municipal Code, Concerning Personal Cultivation and Use of Cannabis, and Prohibition of Commercial Cannabis Activities, which was given first reading on October 17, 2017, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1843, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1843

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1843

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTIONS 700.01, 700.02 AND 701.02 OF THE PORTERVILLE MUNICIPAL CODE, AND REPEALING AND REPLACING SECTION 301.23 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING PERSONAL CULTIVATION AND USE OF CANNABIS, AND PROHIBITION OF COMMERCIAL CANNABIS ACTIVITIES

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 et seq. and entitled “The Compassionate Use Act of 1996” referred to herein as the “CUA”);

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program (“MMP”), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code;

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need;

WHEREAS, on October 9, 2015, Governor Jerry Brown approved a series of bills commonly referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), effective January 1, 2016, which established a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis, and which recognized the authority of local jurisdictions to either impose additional restrictions or prohibit certain activities related to the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis;

WHEREAS, on November 8, 2016, California voters approved the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”). The AUMA added Division 10 to the California Business and Professions Code, Sections 26000, et seq., which grants State agencies the authority to create, issue, renew, discipline, suspend, or revoke licenses for cannabis businesses. The AUMA provides that the State shall begin issuing licenses to cannabis businesses under Division 10 of the California Business and Professions Code by January 1, 2018. California Business and Professions section 26055(e) provides that a State licensing authority shall not approve an application for a State license for commercial non-medical cannabis activity if approval of the State license will violate the provisions of any local ordinance;

WHEREAS, on June 27, 2017, the Governor signed into law Senate Bill 94 which repealed the MCRSA, included certain provisions of the MCRSA in the licensing provisions of the AUMA, and created a single regulatory scheme for both medical and non-medical cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”). The MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over

whether commercial cannabis activity could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that the MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses under the State, within that local jurisdiction. Furthermore, the MAUCRSA provides that a State licensing authority shall not approve an application for a State license for a business to engage in commercial cannabis activity if approval of the State license will violate the provisions of any local ordinance or regulation. The MAUCRSA requires that a State licensing authority begin issuing licenses to marijuana businesses beginning January 1, 2018;

WHEREAS, on October 17, 2017, the City Council of the City of Porterville held a public hearing on the proposed Ordinance, at which time all persons interested in the proposed Ordinance had the opportunity and did address the City Council on these matters. Following receipt of public testimony the City Council closed the public hearing;

WHEREAS, several California cities have reported negative impacts of marijuana cultivation, processing and distribution activities, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests;

WHEREAS, Section 4 of the City's Charter vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges, or procedures granted or prescribed by any law of the State of California;

WHEREAS, the City Council of the City of Porterville, based on recent and ongoing problems related to the local cultivation of medical cannabis, hereby finds that the cultivation, preparation and distribution of cannabis in the city has caused and is causing ongoing impacts to the community. These impacts are intensified by the activities of those who are abusing the current State statutory provisions for the cultivation, processing and distribution of cannabis for nonmedical, improper and illegal purposes. These impacts include increased crime related to outdoor cultivation occurring on residential lots, damage to buildings containing indoor grows, increases in home invasion robberies and related crimes, and increases in response costs, including code enforcement, building, land use, fire, and police staff time and expenses; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that the City adopts this ordinance to expressly prohibit the establishment and operation of commercial marijuana cultivation, processing, delivery, and dispensary activities as well as the issuance of any permit, variance, building permit, or any other entitlement, license or permit for any such activity, except where the City is preempted by federal or state law from enacting a prohibition on any such activities; to adopt reasonable restrictions on personal cultivation and related activities; and to prohibit smoking and use in public places or on private business properties unless otherwise specifically authorized by local law or required to be allowed by State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY ORDAIN as follows:

SECTION 1. The Porterville Municipal Code, Section 700.01 is hereby amended as follows:

700.01: LIST OF TERMS:

Abutting or Adjoining	Bicycle Parking, Long-term
Accessory Building	Bicycle Parking, Short-term
Accessory Structure	Block
Accessory Use	Blockface
Acre, Gross	Building
Acre, Net	Building Footprint
Adjacent	Building Front
Affordable Housing Terms	Building Height
<i>Additional Incentive</i>	Building, Accessory
<i>Affordable Rent</i>	Building, Main
<i>Affordable Sales Price</i>	C Districts (Commercial Districts)
<i>Density Bonus</i>	California Building Code (CBC)
<i>Density Bonus Units</i>	California Environmental Quality Act
<i>Economically Feasible</i>	(CEQA)
<i>Housing Cost</i>	Carport
<i>Lower Income Household</i>	City
<i>Maximum Residential Density</i>	City Council
<i>Moderate Income Household</i>	City Engineer
<i>Regulatory Agreement</i>	Code Enforcement Officer
<i>Senior Citizen</i>	Commercial Vehicle
<i>Senior Citizen Housing Development</i>	Compatible
<i>Target Unit</i>	Condition of Use
<i>Very Low Income Household</i>	Conditionally Permitted
Aggrieved Person	Construction
Alley	Conversion
Alteration	County
Americans with Disabilities Act (ADA)	Crew Quarters
Animal-Related Terms	D Districts (Downtown Districts)
<i>Household Pet</i>	Deck
<i>Livestock</i>	Demolition
ARC Districts	Density
(Agriculture/Rural/Conservation	Development
Districts)	Development Agreement
Area, Gross	Development Ordinance
Balcony	District
Base District	Double Frontage Lot
Bedroom	

Drive-Through Facilities
 Driveway
 Dwelling Unit
 Easement
 Effective Date
 Emergency
 Environmental Impact Report (EIR)
 Façade
 Family
 Fence
 Feasible
 Floor Area
 Floor Area Ratio
 Foot-candle
 Footprint
 Freeway
 Frontage, Street (Frontage, Lot)
 Garage
 General Plan
 Glare
 Gross Leasable Area
 Ground Floor
 Habitable Area
 Hazardous Materials
 Heat
 Height
 Home Occupation
 Household
 Illegal Use
 In-Lieu Fees
 Institute for Transportation Engineers (ITE)
 Intensity of Use
 International Building Code
 Intersection, Street
 Kitchen
 Land Division Terms
 Abut
 Access, Approved
 Adjoin
 Applicant
 Arterial
 Block
 Centerline
 Collector Street
 Community Apartment Project
 Condominium

Condominium Project
Conversion
Cul-de-sac
Design
Final Map
Flood or Flooding
Frontage Road
Improvements
Industrial Street
Local Street
Lot Line Adjustment
Map Act
Merger
Minor Street
Parcel
Parcel Map
Preliminary Map
Private Street
Public Improvement
Remainder
Standard Plans and Specifications
Stock Cooperative
Subdivider
Subdivision
Subdivision Design
Tentative Map
Tentative Parcel Map
Vesting Tentative Map
 Landscaping
 Landscaping Terms
 Automatic Controller
 Backflow Prevention Device
 Anti-drain or check Valve
 Controller
 Emitter
 Hydrozone
 Irrigation Efficiency
 Operating Pressure
 Overspray
 Runoff
 Lighting Terms
 Foot-candle
 Light Fixture
 Light Fixture Cutoff
 Full cutoff
 Cutoff

Semi-cutoff	Open Space Types
Non-cutoff	<i>Private Open Space</i>
<i>Shielded Fixture</i>	<i>Common Open Space</i>
Living Room	<i>Usable Open Space</i>
Long-Term Parking	Opposite
Lot	Outdoor Storage
Lot Area	Owner
Lot Coverage	Parking Area
Lot Depth	Permit
Lot Frontage	Permitted Use
Lot Line	Person
Lot Line Types	Persons with Disabilities
<i>Front Lot Line</i>	Porch
<i>Interior Lot Line</i>	Pre-existing
<i>Rear Lot Line</i>	Project
<i>Side Lot Line</i>	Public Works Director
<i>Street Side Lot Line</i>	Qualified Applicant
Lot Types	Queuing Area
<i>Lot, Corner</i>	R District (Residential District)
<i>Lot, Flag</i>	Recreational Vehicle
<i>Lot, Interior</i>	Redevelopment Agency
<i>Lot, Key</i>	Rescission
<i>Lot, Reversed Corner</i>	Right-of-Way
<i>Lot, Through</i>	Sexually Oriented Business Terms (see
Lot Width	Section 301.17, Sexually Oriented
Maintenance and Repair	Businesses)
Manufactured Home	Screening
Mobile Home	Setback
Noise Terms	Sidewalk
<i>Ambient Noise Level</i>	Sign-Related Terms
<i>Decibel</i>	<i>Abandoned Sign</i>
<i>Mobile Noise Source</i>	<i>Animated Sign</i>
<i>Noise</i>	<i>Area of Sign</i>
<i>Noise Level Reduction (NLR)</i>	<i>Awning Sign</i>
Nonconforming Use and Development	<i>Balloon</i>
Terms	<i>Banner</i>
<i>Abandoned</i>	<i>Building Frontage</i>
<i>Illegal Nonconforming Building or Use</i>	<i>Building-Mounted Sign</i>
<i>Nonconforming Building or Structure</i>	<i>Can Sign (Box Sign)</i>
<i>Nonconforming Lot</i>	<i>Canopy</i>
<i>Nonconforming Sign</i>	<i>Center Identification Sign</i>
<i>Nonconforming Use</i>	<i>Changeable Copy Sign</i>
Nuisance	<i>Channel Letters</i>
Occupancy, Change In	<i>Construction Sign</i>
On-Site Loading Facilities	<i>Directional Sign</i>
On-Site	<i>Electronic Message Center Sign</i>

<i>Fence Sign</i>	Street
<i>Flag</i>	Structural Alteration
<i>Freestanding Sign</i>	Structure
<i>Height</i>	<i>Accessory Structure</i>
<i>Identifiable Area</i>	<i>Permanent Structure</i>
<i>Identification Sign</i>	<i>Primary Structure (Main Structure)</i>
<i>Illegal Sign</i>	<i>Temporary Structure</i>
<i>Illuminated Sign</i>	Swimming Pool
<i>Inflatable Sign</i>	Tandem Parking
<i>Logo</i>	Telecommunication Terms
<i>Marquee Sign</i>	<i>Antenna</i>
<i>Mansard</i>	<i>Amateur Radio Antenna</i>
<i>Master Sign Program</i>	<i>Camouflage</i>
<i>Monument Sign</i>	<i>Co-location</i>
<i>New Subdivision</i>	<i>Communication Tower</i>
<i>Neon Sign</i>	<i>Ground Mounted</i>
<i>Off-site Advertising Sign</i>	<i>Monopole</i>
<i>Off-site Directional Sign</i>	<i>Wireless Telecommunications Facility</i>
<i>Parapet</i>	Temporary Uses
<i>Pennant</i>	<i>Garage Sales</i>
<i>Pole Sign</i>	<i>Model Homes</i>
<i>Political Sign</i>	<i>Outdoor Sales, Temporary and</i>
<i>Portable Sign</i>	<i>Seasonal</i>
<i>Projecting Sign</i>	Unit
<i>Real Estate Sign</i>	Use
<i>Roof Sign</i>	Use, Primary
<i>Sign</i>	Use, Accessory
<i>Sign Area</i>	Use, Sensitive
<i>Sign Copy</i>	Variance
<i>Sign Face</i>	Vibration
<i>Temporary Sign</i>	Visible
<i>Vehicle Display Sign</i>	Weekday
<i>Vehicle for Sale Sign</i>	Yard
<i>Wall Sign</i>	<i>Front Yard</i>
<i>Window Sign</i>	<i>Interior Side Yard</i>
Site	<i>Street Side Yard</i>
Specific Plan	<i>Rear Yard</i>
State	Zoning Administrator
Story	Zoning District
Strip Mall	

SECTION 2. The Porterville Municipal Code, Section 700.02 is hereby amended as follows:

700.02: DEFINITIONS

Abutting or Adjoining. Having a common border, boundary, or lot line. Lots or parcels of land that touch at corners only shall not be deemed adjoining.

Accessory Building. *See Building, Accessory.*

Accessory Structure. *See Structure, Accessory.*

Accessory Use. *See Use, Accessory.*

Acre, Gross. A measure of total land area of a lot or site, including areas to be dedicated for public rights-of-way, streets, schools, or other dedications.

Acre, Net. A measure of land area of a lot or site remaining after dedication of all areas for public rights-of-way, streets, schools, or other dedications.

Adjacent. Directly abutting, having a boundary or property line(s) in common or bordering directly, or contiguous to.

Affordable Housing Terms. The following terms are related to Chapter 302, Affordable Housing Density Bonus and Other Incentives.

Additional Incentive. A benefit offered by the City to facilitate construction of eligible projects as defined by the provisions of Chapter 302. Benefits may include, but are not limited to, priority processing, fee deferments and waivers, the modification of site development standards or zoning code requirements, or any other regulatory incentive which would result in identifiable cost avoidance or reductions that are offered in addition to a density bonus.

Affordable Rent. Monthly housing expenses, including a reasonable allowance for utilities, for rental target units reserved for very low, lower or moderate income households, not exceeding the following calculations:

- (1) *Very Low Income: Fifty (50) percent of the area median income for the county, adjusted for household size, multiplied by thirty (30) percent and divided by twelve (12); and*
- (2) *Lower Income: Sixty (60) percent of the area median income for the county, adjusted for household size, multiplied by thirty (30) percent and divided by twelve (12).*

Affordable Sales Price. A sales price at which lower or very low income households can qualify for the purchase of target units, calculated on the basis of underwriting standards of mortgage financing available for development.

Density Bonus. A minimum increase in the number of dwelling units authorized for a particular parcel of land of at least twenty-five (25) percent over the otherwise maximum residential density.

Density Bonus Units. Residential units granted pursuant to the provisions of Chapter 302, Affordable Housing Density Bonus and Other Incentives, which exceed the otherwise maximum residential density for the development site.

Economically Feasible. Economically feasible means when a housing project can be built with a reasonable rate of return. The housing developer's financial ability to build the project shall not be a factor.

Household Type. Type of household classified according to whether the occupants of the housing units are very low income, lower income, or senior citizens.

Housing Cost. The sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, homeowners' association fees, and a reasonable allowance for utilities.

Lower Income Household. A household whose gross income is as established by Health and Safety Code Section 50079.5.

Maximum Residential Density. The maximum number of residential units allowed by the General Plan range specified on the land use map of the City's General Plan.

Moderate Income Household. A household whose gross income is as established by Health and Safety Code Section 50093.

Regulatory Agreement. A legally binding agreement between a developer and the City to ensure that the requirements of Chapter 302, Affordable Housing Density Bonus and Other Incentives are satisfied. The agreement, among other things, shall establish: the number of target units, their size, location, terms, and conditions of affordability, and production schedule.

Senior Citizen. Persons who are:

- (1) At least sixty-two (62) years of age; or
- (2) At least fifty-five (55) years of age in a senior citizen housing development, as defined by state and federal law.

Senior Citizen Housing Development. Residential development of one (1) of the following types:

- (1) Assisted housing units for senior citizens; or
- (2) Housing intended for, and solely occupied by, persons at least sixty-two (62) years of age; or
- (3) Housing consisting of at least one hundred fifty (150) units in which eighty (80) percent of the units have at least one (1) person aged fifty-five (55) or older and which provide special facilities and services designed for seniors. Eligibility for a density bonus or other incentive for senior citizen units must be in conformity with state and federal laws governing senior housing projects.

Target Unit. A dwelling unit within a housing development which will be reserved for sale or rent to, and affordable to, very low, lower or moderate income, or senior citizen households.

Very Low Income Household. A household whose gross income is as established by Health and Safety Code Section 50105.

Aggrieved Person. Any person who, in person or through a representative, appeared at a City public hearing in conjunction with a decision or action appealed or who, by other appropriate means prior to a hearing, informed the local government of the nature of his or her concerns or who, for good cause, was unable to do either.

Alley. A public way permanently reserved primarily for secondary vehicular service access to the rear or side of properties otherwise abutting on a street.

Alteration. Any change, addition or modification that changes the exterior architectural appearance or materials of a structure or object. Alteration includes changes in exterior surfaces, changes in materials, additions, remodels, demolitions, and relocation of buildings or structures, but excludes ordinary maintenance and repairs. *See also "Structural Alterations" for modifications to any of the supporting members of a structure.*

Americans with Disabilities Act (ADA). United States Public Law 101-336, 104 Stat. 327 (July 26, 1990), codified at 42 U.S.C. Section 12101 et seq.

ARC Districts (Agriculture/Rural/Conservation Districts). One (1) or more of the following districts: AC Agriculture/Conservation or RR Rural Residential.

Area, Gross. The horizontal area within the boundaries of a lot or site including any area for future streets, parks, and other dedications.

Balcony. A platform that projects from the wall of a building thirty (30) inches or more above grade.

Base District. A zoning district that includes use, height, bulk, space, and development standards for the regulation of development in a particular area.

Bedroom. Any room located within a dwelling unit that is used primarily for sleeping purposes by its residents and that contains at least seventy (70) square feet of floor area. Rooms designated as a "den", "library", "study", "loft" or other extra room that satisfies this definition and is not a kitchen, living room, or bath will be considered a bedroom.

Bicycle Parking, Long-term. Bicycle parking that is designed to serve employees, students, residents, commuters, and others who generally stay at a site for four (4) hours or longer.

Bicycle Parking, Short-term. Bicycle parking that is designed to serve shoppers, customers, messengers, guests, and other visitors to a site who generally stay for a period of less than four (4) hours.

Block. The frontage along one (1) side of a street between the two (2) nearest intersecting streets.

Blockface. All property between two (2) intersections that fronts upon a street or abuts a public right-of-way.

Building. Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods, or materials.

Building Footprint. *See Footprint.*

Building Front. That portion of the main building which affords public entry. In the case of a building with more than one (1) public entry, the entrance with the assigned address shall be considered the main public entry.

Building Height. *See Height.*

Building, Accessory. A subordinate building, the use of which is incidental to that of the main building on the same lot.

Building, Main. A building in which is conducted the principal use of the lot on which it is situated.

C Districts (Commercial Districts). One (1) or more of the following districts: CN Neighborhood Commercial, CR Retail Center, CG General and Service Commercial or CMX Commercial Mixed-Use.

California Building Code. The latest edition of the California Building Code, as adopted by and in effect in the City.

California Environmental Quality Act (CEQA). State law, pursuant to California Public Resources Code Section 21000 et. seq. or any successor statute, that requires public agencies to document and consider the environmental effects of a proposed action before a decision.

Carport. An accessory structure that is roofed but permanently open on at least two (2) sides and maintained for the storage of motor vehicles.

City. The City of Porterville.

City Council. The City Council of the City of Porterville.

City Engineer. The City Engineer of the City of Porterville.

Code Enforcement Officer. A Code Enforcement Officer is defined under Chapter 2, Article IV, of the City of Porterville Municipal Code.

Commercial Vehicle. Any vehicle currently registered as such with the state Department of Motor Vehicles or equivalent out-of-state or federal agency and is used primarily in the conduct of a business as opposed to private family or individual use.

Compatible. That which is harmonious with and will not adversely affect surrounding buildings and/or uses.

Condition of Use. A development standard determined to be necessary to permit the harmonious classification of a use as listed in a district and therefore a prerequisite to place, or for application to place, such use as classified.

Conditionally Permitted. Permitted subject to approval of a Conditional Use Permit or Site Plan Review.

Construction. Construction, erection, enlargement, alteration, conversion or movement of any building, structures, or land together with any scientific surveys associated therewith.

Conversion. A change of a residential dwelling, including a mobile home lot in a mobile home park, as defined in Section 18214 of the Health and Safety Code, or a residential hotel, as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, to a condominium, cooperative, or similar form of ownership; or a change of a residential dwelling, including a mobile home lot in a mobile home park, or a residential hotel to a nonresidential use.

County. The County of Tulare.

Crew Members. People that make up the crew of an aircraft, including the pilot, co-pilots, flight engineers, observers, control officers, essential maintenance personnel, and personnel that support the operation of the aircraft's activity such as paramedics, nurses, and incidental passengers that travel to or from the site of the aircraft in the aircraft in flight.

Crew Quarters. Temporary or permanent facilities that house crew members of an aircraft on a temporary basis.

D Districts (Downtown Districts). One (1) or more of the following districts: DR-N Downtown Retail – North of Olive Avenue, DR-S Downtown Retail – South of Olive Avenue, DR-D Downtown Retail – D Street Corridor, D-MX Downtown Mixed-Use, D-PO Downtown Professional Office, D-CG Downtown General and Service Commercial, D-PS Downtown Public and Semi Public, DRM-2 Downtown Medium Density Residential, and DRM-3 Downtown High Density Residential.

Deck. A platform, either freestanding or attached to a building, that is supported by pillars or posts. See also "Balcony."

Demolition. The intentional destruction and removal of any structure or portion thereof, including a residential dwelling, including a mobile home, as defined in Section 18008 of the Health and Safety Code, or a mobile home lot in a mobile home park, as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, which has not been declared to be a public nuisance under Division 13 (commencing with Section 17000) of the Health and Safety Code or any local ordinance enacted pursuant to those provisions.

Density. The number of dwelling units per unit of land area.

Development. Any manmade change to improved or unimproved real estate, including but not limited to the division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; and any use or extension of the use of land.

Development Agreement. A contract duly executed and legally binding between the City of Porterville and a developer(s) that delineates the terms and conditions agreed upon by two (2) or more parties.

Development Ordinance. The Development Ordinance of the City of Porterville, as amended.

District. *See Zoning District.*

Double Frontage Lot. *See Lot, Through.*

Drive-Through Facilities. Facilities designed to enable persons to receive a service or purchase or consume goods while remaining within a motor vehicle, typically associated with banks,

eating, and drinking establishments, pharmacies, and other commercial uses.

Driveway. An accessway composed of concrete or asphalt that provides vehicular access between a public street or legal right-of-way, controlled by the City of Porterville, and the parking or loading facilities located on an adjacent property.

Dwelling Unit. A room or suite of rooms including one (1) and only one (1) kitchen, and designed or occupied as separate living quarters for one (1) family. *See also Family.*

Easement. A portion of land created by grant or agreement for specific purpose; an easement is the right, privilege or interest which one (1) party has in the land of another.

Effective Date. The date on which a permit or other approval becomes enforceable or otherwise takes effective, rather than the date it was signed or circulated.

Emergency. A sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property or essential public services.

Environmental Impact Report (EIR). An Environmental Impact Report as required under the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.

Facade. The exterior wall of a building exposed to public view or that wall viewed by persons not within the building. The portion of any exterior elevation of a building extending vertically from the grade to the top of a parapet wall or eave, and horizontally across the entire width of the building elevation.

Family. One (1) or more persons living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities. Members of a "family" need not be related by blood but are distinguished from a group occupying a hotel, club, fraternity or sorority house.

Fence. An artificially-constructed barrier of any material or combination of materials erected to enclose or screen an area of land.

Feasible. Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.

Floor Area. The total floor area in a building (including basements, mezzanines, interior balconies, and upper stories or levels in a multistory building) unless otherwise stipulated; e.g., "ground" floor area.

Floor Area Ratio (FAR). The ratio of the total floor area of all buildings on a lot to the lot area.

Foot-candle. *See Lighting Terms.*

Footprint. The horizontal area, as seen in plan view, of a building or structure, measured from the outside of exterior walls and supporting columns, and excluding eaves.

Freeway. A divided arterial highway designated for through traffic having grade separate intersections and full control of access; State Routes 190 and 65.

Frontage, Street (Frontage, Lot). That portion of a lot or parcel of land that borders a public street. "Street frontage" shall be measured along the common lot line separating said lot or parcel

of land from the public street, highway, or parkway.

Garage. A building or portion of a building that is enclosed and roofed and designed for the storage of motor vehicles.

General Plan. The Porterville 2030 General Plan.

Glare. The effect produced by a light source within the visual field that is sufficiently brighter than the level to which the eyes are adapted, such as to cause annoyance, discomfort or loss of visual performance and ability.

Gross Leasable Area. The total floor area for which a tenant pays rent and that is designed for the tenant's occupancy and exclusive use, including any basements and mezzanines.

Ground Floor. The first floor of a building other than a cellar or basement.

Habitable Area. (Also habitable floor area.) As defined by the most current adopted Building Code. Generally, a space in a building for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Heat. Thermal energy of a radioactive, conductive, or convective nature.

Height. The vertical distance from the highest point of any structure to the ground level directly below. *See also Section 103.05, Measuring Height.*

Home Occupation. Any occupation conducted by a resident, entirely within a dwelling, where the use is accessory to the residential use of the structure, and does not change the residential character of the neighborhood. *See Chapter 301, Standards for Specific Uses and Activities.*

Household. A family living together in a single dwelling unit, with common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit.

Illegal Use. Any use of land or building that does not have the currently required permits and was originally constructed and/or established without permits required for the use at the time it was brought into existence.

In-lieu Fees. A cash payment required as a substitute for a dedication and/or improvement of land by an owner or developer of property.

Intensity of Use. The impacts a particular use or the use in combination with other uses has on its surroundings or on its demand for services and natural resources. Measures of intensity include but are not limited to requirements for water, gas, electricity, or public services; number of automobile trips generated by a use; parking demand; number of employees on a site; hours of operation; the amount of noise, light or glare generated; the number of persons attracted to the

site, or, in eating establishments, the number of seats.

Intersection, Street. The area common to two (2) or more intersecting streets.

Kitchen. Any room or space within a building intended to be used for the cooking or preparation of food.

Land Division Terms. The following terms are related to Series 400, Land Divisions.

Abut. To physically touch, border upon, or share a common corner or property line. For the purposes of Series 400, Land Divisions, abutting properties shall include those properties separated by any road, street, or highway except for a limited access major highway, canal, or railroad.

Access, Approved. A means of vehicular access that conforms to all of the requirements of Series 400, Land Divisions, and has been approved by the City Council or its designee.

Adjoin. To physically touch, be contiguous to, or be situated next to but not including properties separated by any road, street, or highway.

Applicant. The subdivider or agent thereof.

Arterial. A street designated by the circulation element of the General Plan to serve high-volume inter- and intra-city traffic, and to act as a distributor between freeways, other arterials, and major traffic generators.

Block. An area of land within a subdivision entirely bounded by any streets (other than alleys), freeways, railroad rights-of-way, natural barriers, or the exterior boundaries of the subdivision.

Centerline. A line designated by official survey to be the center of a future or existing fully developed easement, street, road, or highway, which may or may not coincide with the construction centerline.

Collector Street. A street designated by the circulation element of the General Plan to collect and distribute traffic between local streets and arterials.

Community Apartment Project. A project in which an undivided interest in the land is coupled with the right of exclusive occupancy of any apartment located thereon.

Condominium. A property conforming to the definition set forth in Section 783 of the Civil Code of the State of California.

Condominium Project. A development consisting of condominiums.

Conversion. The creation of separate ownership of existing real property together with a separate interest in space of a building.

Cul-de-sac. A local street open at only one (1) end, which has a turnaround for vehicles at the closed end.

Design. Any of the following:

- Street alignments, grades and widths, sidewalks, curbs and gutters;
- Drainage and sanitary facilities and utilities, including alignments and grades thereof;
- Location and size of all required easements and rights-of-way;
- Fire roads and firebreaks;
- Lot size and configuration;
- Traffic access;
- Grading;
- Land to be dedicated for park or recreational purposes; and
- Other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the General Plan or any applicable specific plan.

Final Map. A map showing a subdivision of five (5) or more lots, prepared for filing with the Tulare County Recorder in accordance with the provisions of the Subdivision Map Act and Series 400, Land Divisions, if deemed in substantial compliance with a previously approved tentative subdivision map and with any conditions to such approval.

Flood or Flooding. Any general inundation of normally dry land from the overflow of tidal waters or from the unusual and rapid accumulation of runoff of surface waters from any source.

Frontage Road. A street adjacent and auxiliary to a freeway or arterial, and separated by a divider strip, which street provides access to abutting property.

Improvements. Any street work and utilities to be installed, or agreed to be installed, by the subdivider on the land to be used for public or private streets, highways, ways, and easements, as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof. Improvements also refers to any other specific improvements or types of improvements, the installation of which, either by the subdivider, by public agencies, by private utilities, by any other entity approval by the local agency, or by a combination thereof, is necessary to ensure consistency with, or implementation of, the General Plan or any applicable specific plan.

Industrial Street. A street that serves an industrial area and connects said area to the major street system.

Local Street. A street which provides direct access to abutting properties, primarily in residential districts with more than four hundred (400) average daily vehicle trips pursuant to the latest edition of the Institute of Transportation Engineers - Trip Generation Manual.

Lot Line Adjustment. A shift or rotation of an existing lot line or other adjustment where a greater or lesser number of parcels than originally existed is not created, as approved in accordance with Section 406.03, Lot Line Adjustments.

Map Act. The Subdivision Map Act of the State of California Government Code.

Merger. The joining of two (2) or more contiguous parcels of land under one (1) ownership into one (1) parcel.

Minor Street. A street that provides direct access to abutting properties, primarily in residential districts with four hundred (400) or fewer average daily vehicle trips pursuant to the latest edition of the Institute of Transportation Engineers - Trip Generation Manual.

Parcel. A legally subdivided plot of land shown on a map of record. Also referred to as "lot."

Parcel Map. A map prepared in accordance with the provisions of this chapter, designed to be placed on record in the office of the Tulare County Recorder, and providing for the division of land which meets the exceptions set forth in Section 66426 of the Map Act.

Preliminary Map. A map to be submitted to the Zoning Administrator prior to the filing of a tentative map, to show the general characteristics of the proposed subdivision and any other data necessary to enable the Project Review Committee to review the proposed subdivision design.

Private Street. Any street, roadway, accessway or similar, lying in whole or in part within a subdivision which is privately owned and maintained and provides access to a development.

Public Improvement. A street work, utilities, and other facilities proposed or required to be installed within the subdivision for the general use of all the subdivision lot owners and for local neighborhood or community needs.

Remainder. That portion of an existing parcel which is not designated on the required map as part of the subdivision. The remainder shall not be considered as part of the subdivision but shall be shown on the required map as part of the area surrounding the subdivision.

Standard Plans and Specifications. All the standard plans and specifications prepared by the City Engineer and approved by resolution of the City Council.

Stock Cooperative. A development in which a corporation is formed primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, and all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation. The owners' interest in the corporation, whether evidenced by a share of stock, a certificate of membership, or otherwise, shall be deemed to be an interest in a common interest development and a real estate development.

Subdivider. As defined in Section 66423 of the Map Act.

Subdivision. The division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future. Property shall be considered contiguous units, even if it is separated by roads, streets, utility easement, or railroad rights-of-way. This definition shall specifically include Condominiums, Community Apartment Projects, or Stock Cooperative conversions.

Subdivision Design. The overall layout of the proposed subdivision including, but not limited to, the arrangement of streets and intersections, the layout and size of lots, the widths and locations of easements and rights of way for utilities, drainage structures, sewers, the nature and location of public or semi-public facilities, programs for the preservation of natural features, and the installation of public improvements.

Tentative Map. A map made for the purpose of showing the design and improvements of a proposed subdivision and the existing conditions in and around it.

Tentative Parcel Map. A map made for the purpose of showing the design and improvements of a proposed subdivision creating four (4) or fewer parcels or more than four (4) parcels as provided for in the State Subdivision Map Act and Series 400, Land Divisions, and the existing conditions in and around it.

Vesting Tentative Map. A tentative map for a subdivision that shall have printed conspicuously on its face the words "Vesting Tentative Map" at the time it is filed in accordance with Chapter 403, Vesting Tentative Map, and is thereafter processed in accordance with the provisions hereof.

Landscaping. The planting, configuration and maintenance of trees, ground cover, shrubbery and other plant material, decorative natural and structural features (walls, fences, hedges, trellises, fountains, sculptures), earth patterning and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

Landscaping Terms

Automatic Controller. A mechanical or solid state timer, capable of operating valve stations to set the days and length of time of a water application.

Backflow Prevention Device. A safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

Anti-Drain or Check Valve. A valve located under a sprinkler head or other location in the irrigation system to hold water in the system to prevent minimizes drainage from sprinkler heads when the system is off.

Controller. An automatic timing device used to remotely control valves to set an irrigation schedule.

Emitter. A drip irrigation fitting emission device that delivers water slowly from the system to the soil.

Hydrozone. A portion of the landscaped area having plants with similar water needs

Irrigation Efficiency. The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices.

Operating Pressure. The pressure at which an irrigation system is designed by the manufacturer to operate.

Overspray. The water which is delivered beyond the landscaped area and causes overland flow during irrigation events onto non-targeted areas such as, pavements, walks and structures.

Runoff. Water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area.

Lighting Terms

Foot-candle. A quantitative unit of measure for luminance. One (1) foot-candle is equal to the amount of light generated by one (1) candle shining on one (1) square foot surface located one (1) foot away. Equal to one (1) lumen uniformly distributed over an area of one (1) square foot.

Light Fixture. The assembly that holds a lamp and may include an assembly housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirrors, and a refractor or lens.

Light Fixture Cutoff. Light fixtures are classified as full cutoff, cutoff, semi-cutoff, or non-cutoff according to the most recent adopted criteria of the Illuminating Engineering Society of North America (IESNA). The four (4) IESNA classifications are defined as follows (IESNA 2000):

Full Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir is zero (0), and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminaire.

Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir does not numerically exceed two and one-half (2.5) percent of the luminous flux (in lumens) of the lamp or lamps in the luminaire, and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminaire.

Semi-Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir does not numerically exceed five (5) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary, and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed twenty (20) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary.

Non-Cutoff. There is no candela limitation in the zone above maximum candela.

Shielded Fixture. Outdoor light fixtures shielded or constructed so that light rays emitted by the lamp are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted.

Living Room. The principal room in a dwelling unit designed for general living purposes rather than for sleeping.

Long-Term Parking. A situation in which a vehicle is not normally moved during the period of an employee's work shift, as opposed to customer or visitor parking.

Lot. A parcel, tract, or area of land whose boundaries have been established by a legal instrument such as a recorded deed or a recorded map, and which is recognized as a separate legal entity for purposes of transfer of title, except public easements or rights-of-way.

Lot Area. The total area circumscribed by the boundaries of a lot, excluding any street rights-of-way.

Lot Coverage. The portion of a lot that is covered by structures, including principal and accessory buildings, garages, carports, and roofed porches, but not including unenclosed and unroofed decks or landings. *See also Section 103.10, Determining Lot Coverage.*

Lot Depth. The distance from the midpoint of the front property line of a lot to the midpoint of the rear property line, or to the most distant point on any other lot line where there is no rear lot line. *See also Section 103.06, Measuring Lot Width and Depth.*

Lot Frontage. *See Frontage, Street.*

Lot Line. Any boundary of a lot.

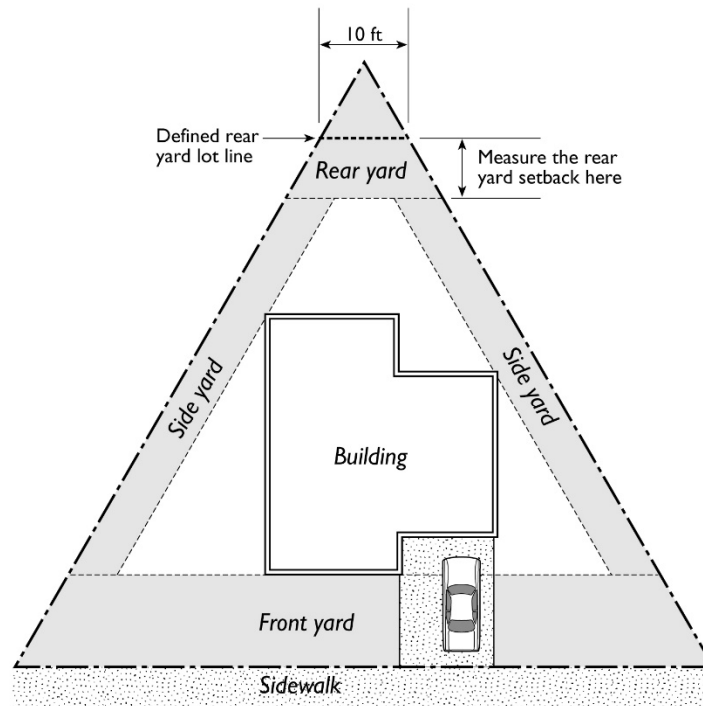
Lot Line Types

Front Lot Line. The lot line that abuts a street or public right-of-way. For corner lots, the shortest side fronting a public street is considered the front lot line regardless of which street is used for vehicle or pedestrian access, or street address.

Interior Lot Line. Any lot line that is not adjacent to a street.

Rear Lot Line. The lot line that is opposite and most distant from the front lot line. Where no lot line is within forty-five (45) degrees of being parallel to the front lot line, a line ten (10) feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing the minimum rear yard.

Figure 700.02(A): Rear Lot Line For Purpose Of Determining Setback



Side Lot Line. Any lot line that is not a front or rear lot line.

Street Side Lot Line. A side lot line of a corner lot that is adjacent to a street.

Lot Types

Lot, Corner. A lot or parcel situated at the intersection of two (2) or more streets that have an angle intersection measured within said lot or parcel of not more than one hundred thirty-five (135) degrees.

Lot, Flag. A lot with access to a street by means of a strip of land having less than the required site width but not less than twenty-five (25) feet of frontage. The length of a strip shall be measured from the frontage line to the nearest point of intersection with that lot line parallel or most nearly parallel to the frontage line. The area of an access strip shall not be included in determining the site area of the developable lot.

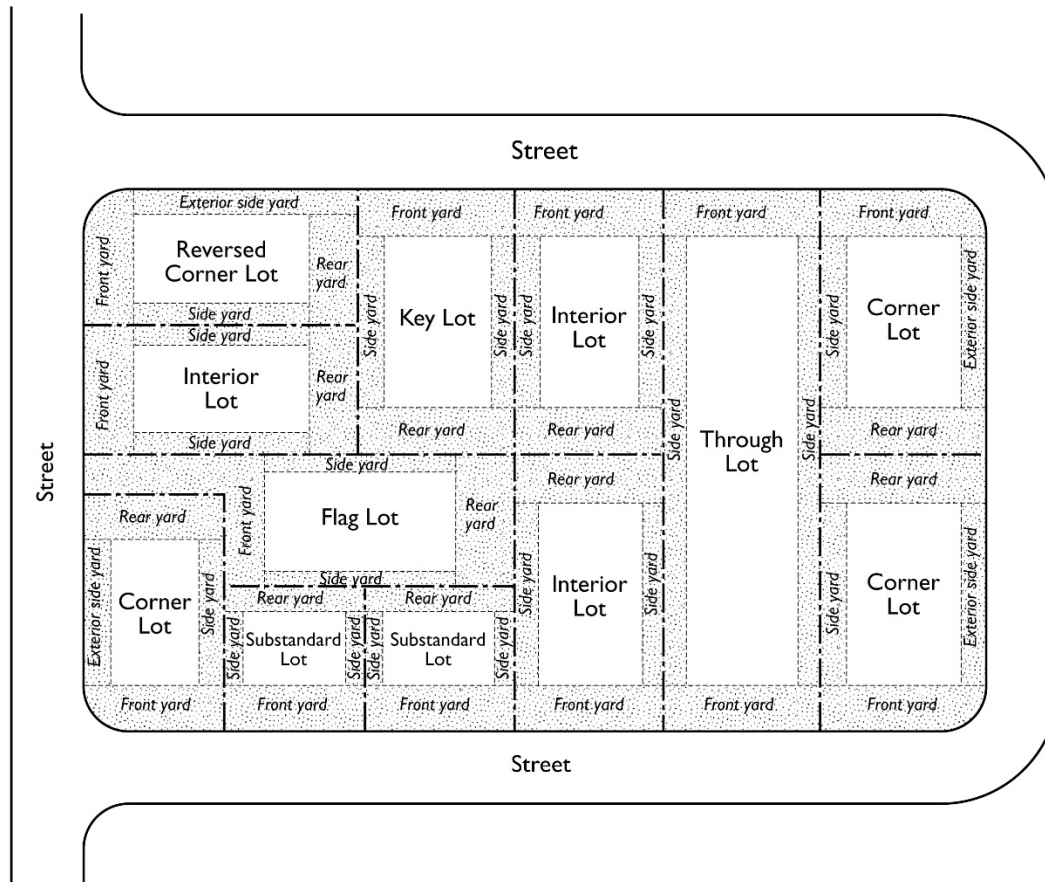
Lot, Interior. A lot or parcel of land other than a corner or flag lot.

Lot, Key. An interior lot adjoining the rear lot line of a reversed corner lot.

Lot, Reversed Corner. A corner lot, the street side lot line of which is substantially a continuation of the front line of a lot or parcel of land which adjoins the rear lot line of said lot.

Lot, Through. A lot having frontage on two (2) parallel or approximately parallel streets.

Figure 700.02(B): Lot And Yard Types



Lot Width. The distance between the side lot lines, measured at a right angle to the lot depth at the midpoint of the lot depth line. *See also Section 103.06, Measuring Lot Width and Depth.*

Maintenance and Repair. The repair or replacement of nonbearing walls, fixtures, wiring, roof or plumbing that restores the character, scope, size or design of a structure to its previously existing, authorized, and undamaged condition.

Manufactured Home. A structure constructed on or after June 15, 1976 in compliance with state standards in effect at the time of construction, is transportable in one (1) or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Manufactured home" includes any structure that meets all the requirements of this paragraph and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974.

Mobile Home. A structure constructed prior to June 15, 1976 in compliance with state standards

in effect at the time of construction, is transportable in one (1) or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Mobilehome" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010 of the Health and Safety Code.

Noise Terms

Ambient Noise Level. The composite of noise from all sources excluding an alleged offensive noise. In this context, the ambient noise level represents the normal or existing level of environmental noise at a given location for a specified time of day or night.

Decibel. A unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals.

Mobile Noise Source. Any noise source other than a fixed noise source.

Noise. Any sound that annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise Level Reduction (NLR). The difference in decibels of noise level from the outside of a building to the interior of a building, generally resulting from various construction methods and the materials used in walls, windows, ceilings, doors, and vents of a building.

Nonconforming Use and Development Terms

Abandoned. A use that has ceased or a structure that has been vacated for a time period as specified in this ordinance. Abandonment does not include temporary or short-term interruptions to a use or occupancy of a structure during periods of remodeling, maintaining, or otherwise improving or rearranging a facility.

Illegal Nonconforming Building or Use. A building or use that does not conform to one (1) or more of the provisions of the Development Ordinance and did not lawfully exist on the effective date of applicable sections of the Development Ordinance.

Nonconforming Building or Structure. Any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time the ordinance codified in the Development Ordinance or any amendment thereto became effective, but which, due to the application of the Development Ordinance or any amendment thereto, no longer complies with all the applicable regulation and standards of development in the zone in which it is located.

Nonconforming Lot. A lot, the area, dimensions, or location of which was lawful prior to the effective date of the Development Ordinance, or any amendment thereto, but which

fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning district.

Nonconforming Sign. A sign that lawfully existed prior to but which fails by reason of such adoption or amendment to conform to all of the standards and regulation of the Development Ordinance.

Nonconforming Use. A use of a structure or land that was lawfully established and maintained, but which does not conform with currently applicable use regulations for the district in which it is located by reason of adoption or amendment of the Development Ordinance or amendment thereto or by reason of annexation of territory to the city.

Nuisance. Anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use and enjoyment of property, or a violation of this Development Ordinance.

Occupancy, Change In. A discontinuance of an existing use and the substitution therefore of a use of a different kind or class.

On-Site Loading Facilities. A site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and landscaped areas.

On-Site. Located on the lot that is the subject of discussion.

Open Space Types

Private Open Space. Open areas for outdoor living and recreation that are adjacent and directly accessible to a single dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

Common Open Space. Areas for outdoor living and recreation that are intended for the use of residents and guests of more than one (1) dwelling unit.

Usable Open Space. Outdoor areas that provide for outdoor living and/or recreation for the use of residents.

Opposite. Across from or across the street from.

Outdoor Storage. The keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than twenty-four (24) hours, except for the keeping of building materials reasonably required for construction work on the premises pursuant to a valid and current building permit issued by the City.

Owner. Any person owning property, as shown on the last equalized assessment roll for city taxes or the lessee, tenant or other person having control or possession of the property.

Parking Area. A lot, structure, or any other area, including driveways, which is designed for and the primary purpose of which is to provide for the temporary storage of vehicles.

Permit. Any Zoning Certificate, Conditional Use Permit, Temporary Use Permit, Building Permit, license, certificate, approval, or other entitlement for development and/or use of property

as required by any public agency.

Permitted Use. Any use allowed in a zoning district without a requirement for approval of a Conditional Use Permit, but subject to any restrictions applicable to that zoning district.

Person. Any individual, firm, association, organization, partnership, business trust, company, or corporation.

Persons with Disabilities. Persons who have a medical, physical, or mental condition, disorder or disability as defined in California Government Code Section 12926, that limits one (1) or more major life activities.

Porch. A roofed structure, usually open at the sides, projecting from the face of a building and used to protect the entrance.

Pre-existing. In existence prior to the effective date of this Chapter.

Project. Any proposal for a new or changed use or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this ordinance. This term also refers to any action that qualifies as a “project” as defined by the California Environmental Quality Act.

Public Works Director. The director of Porterville’s Public Works Department.

Qualified Applicant. The property owner, the owner’s agent, or any person, corporation, partnership or other legal entity that has a legal or equitable title to land that is the subject of a development proposal or is the holder of an option or contract to purchase such land or otherwise has an enforceable proprietary interest in such land.

Queuing Area. The distance from the point of sale to the public right of way, for vehicles or customers waiting in vehicles for service at drive-through facilities, pump stations, auto service bays, or similar uses.

R District (Residential District). One (1) or more of the following districts: RS-1 Very Low Density Residential, RS-2 Low Density Residential, RM-1 Low-Medium Density Residential, RM-2 Medium Density Residential, or RM-3 High Density Residential.

Recreational Vehicle. A motor home, travel trailer, truck camper, or camping trailer with or without motor power designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

- (1) It contains less than three hundred twenty (320) square feet of internal living room area, excluding built-in equipment, including but not limited to wardrobe, closets, cabinets, kitchen units, or fixtures, and a bath or toilet room;
- (2) It contains four hundred (400) square feet or less of gross area measured at maximum horizontal projections;
- (3) It is built on a single chassis; and
- (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit issued by the appropriate state agency.

Redevelopment Agency/Successor Agency. The Redevelopment Agency/Successor Agency of the City of Porterville.

Rescission. The City's unilateral unmaking of an approval for a legally sufficient reason, such as applicant's material breach of a condition.

Right-of-Way. A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer or other similar use.

Screening. Screening refers to a wall, fence, hedge, informal planting, or berm, provided for the purpose of buffering a building or activity from neighboring areas or from the street.

Setback. The area between a property line and a building or structure which must be kept clear or open. *See also Section 103.04, Measuring Distances, and Section 103.12, Measuring Setbacks (Yards).*

Sexually Oriented Business Terms. See Section 301.17, Sexually Oriented Businesses.

Sidewalk. A paved, surfaced, or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign-Related Terms. The following terms are related to Chapter 305, Signs.

Abandoned Sign. A sign remaining in place or not maintained for a period of 90 days which no longer advertises or identifies an ongoing business, product, or service available on the business premise where the sign is located.

Animated Sign. A sign that uses movement or change of lighting to depict action or create a special effect or scene.

Area of Sign. The area included within the outer dimensions of a sign face display area including all portions not part of the necessary supporting structure; a double-faced sign whose faces are parallel or no more than 30 degrees apart shall be deemed to be a single sign for the purposes of determining sign area. In the case of a sign placed on a wall or other structure surface, the area shall be computed by enclosing the sign within sets of parallel lines.

Awning Sign. A sign painted or otherwise affixed permanently to the exterior surface of an awning. For purposes of this Division, awning means shelter projecting from and supported by the exterior wall of a building and constructed of a rigid frame covered by a flexible skin (e.g., as fabric, synthetic material, or thin sheet metal).

Balloon. An inflatable, airtight bag that can be strung together in multiple numbers to attract attention to a business location. A balloon shall not be considered an inflatable sign.

Banner. A temporary sign made of fabric or any nonrigid material with no enclosing framework.

Building Frontage. Building frontage shall be considered the wall of a building that faces and is roughly parallel with a public street, excluding an alley.

Building-Mounted Sign. Any sign mounted or erected on or against any building or façade, including all wall signs, awning and canopy signs and projecting signs.

Can Sign (Box Sign). A sign on the outside face of a metal box with or without internal illumination.

Canopy. A rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground, or cantilevered out from the main structure.

Changeable Copy Sign. A sign whose informational content can be changed or altered manually.

Channel Letters. Three-dimensional individual letters or figures, with an open back or front, illuminated or nonilluminated, that are affixed to a building or to a freestanding sign structure.

Construction Sign. A temporary sign describing in words and/or drawings a planned future development project on a property.

Directional Sign. An on-site sign designed to direct or guide pedestrian or vehicular traffic and which is nonadvertising in nature, except for a logo and directional information, (e.g., handicapped parking, one (1) way, exit, and entrance).

Electronic Message Center Sign. A sign whose informational content can be changed or altered by electric, electro-mechanical, electronic, or any other artificial energy means.

Fence Sign. A sign attached to or painted onto any freestanding wall or fence.

Flag. A loose fabric or membrane secured to a pole or rod, which flutters and moves with air or wind movement.

Freestanding Sign. A sign that is permanently supported upon the ground by poles or braces and is not attached to any building or other structure.

Height. The vertical distance measured from the lowest ground level directly beneath the sign to the highest point at the top of the sign. The ground level shall be either the natural grade or finished grade, whichever is lowest.

Identifiable Area. Residential, commercial, or industrial site containing a minimum of two (2) acres with an integrated site and design plan creating a single unified development with one (1) or more uses.

Identification Sign. A permanent sign used to identify a residential area, shopping district, industrial district, or any area which fulfills the definition of an identifiable area.

Illegal Sign. A sign that does not meet the requirements of this Division or that does not have legal nonconforming status.

Illuminated Sign. A sign with an artificial source of light incorporated internally or externally for the purpose of illuminating the sign.

Inflatable Sign. A form of inflatable device (e.g., shaped as an animal, blimp, or other object) that is displayed, printed, or painted on the surface of an inflatable background, and is primarily installed outside a building to attract attention to or to advertise a business, a business location, a service, a product, or an event. An inflatable sign shall not be considered a balloon.

Interior Illumination. Lighting whose source is contained within the sign.

Logo. A specially designed graphic symbol of a business establishment, a company, or any other legal private or public entity.

Marquee Sign. A sign advertising an event, performance, service, seminar, conference, or show, and displayed on a permanent roof-like structure or canopy made of rigid materials supported by and extending from the facade of a building.

Mansard. A wall which has a slope equal to or greater than two (2) vertical feet for each horizontal foot and has been designed to look like a roof.

Master Sign Program. A coordinated program of signage designed to encourage consistency in signage for developments with multiple tenants or for developments with a single tenant proposing multiple signs.

Monument Sign. A low-profile freestanding sign erected upon or supported solely by a planter, pedestal base, or similar ground structure approximately the same dimension as the height of the sign and which is designed to incorporate the architectural theme and building material of the building on the premises.

Neon Sign. A sign with tubing that is internally illuminated by neon or other electrically charged gas.

New Subdivision. An area of land that has a final subdivision map recorded on it, but that is not yet completely built out.

Off-site Advertising Sign. A sign structure or billboard, whether freestanding or mounted on an existing building, built for the purpose of advertising an establishment, product or service that is not available on the property upon which the sign is located at the time the sign structure was erected.

Off-site Directional Sign. A sign offering directional information to a business, location or place located in an area different from where the sign is located.

Parapet. That portion of the building wall that extends above the roof of the building.

Pennant. A device made of flexible materials, (e.g., cloth, paper, or plastic) that may or may not contain copy, and which is installed for the purpose of attracting attention.

Political Sign. A temporary sign installed that advertises a political candidate, a political party, or a political issue.

Portable Sign. A sign not permanently attached to, mounted upon, or affixed to a building, structure, or the ground. Portable signs include A-frame signs, sandwich board signs, and signs on wheels.

Projecting Sign. A sign, the sign surface of which is not parallel to the face of the supporting wall and which is supported wholly by the wall. This definition shall include V- or wing-type signs.

Real Estate Sign. A temporary sign indicating that the premises on which the sign is located is for sale, lease, or rent. These signs typically include rider signs that describe amenities such as swimming pools and spas, open house signs, subdivision signs, and off-site directional signs.

Roof Sign. A sign erected, constructed, and attached to and/or maintained upon or above any roof or portion of a roof of any building, including a mansard roof. For the purposes of this Division, a mansard roof is any roof or parapet wall with roofing material for siding that slopes from thirty (30) degrees to ninety (90) degrees and does not have a ridgeline.

Sign. Any letters, figure, visual symbol, logo, object, or display, or any combination thereof, designed or used to identify, attract attention to, advertise, or communicate information. Signs include display surfaces together with such facilities as are utilized in supporting, maintaining, and illuminating the display surfaces.

Sign Area. See *Area of Sign*.

Sign Copy. Any words, letters, logos, numbers, figures, design, or other symbolic representation incorporated into a sign.

Sign Face. The surface or surfaces used for the display of a sign message as seen from any one (1) direction.

Temporary Sign. A sign that is designed or intended to be temporarily mounted or displayed and that is not intended for permanent or long-term use.

Vehicle Display Sign. A sign mounted, attached, affixed or painted upon any surface of a motor vehicle, trailer or similar conveyance parked on public or private property for the purpose of advertising a business or a business location within the City or outside the City.

Vehicle for Sale Sign. A sign painted or affixed onto vehicles for sale that are kept in vehicle display areas of new and used motor vehicle dealership lots.

Wall Sign. A sign painted or installed on or attached to a wall and which is parallel to the building facade. This definition includes painted, channel letters, and can signs.

Window Sign. A sign painted or installed on a glass window or door or located within twelve (12) inches from inside the window in a manner that it can be viewed from the exterior of a structure.

Site. A lot, or group of contiguous lots, that is proposed for development in accordance with the provisions of this ordinance and is in a single ownership or under unified control.

Specific Plan. A plan for a defined area that is consistent with the General Plan and with the provisions of the California Government Code, Section 65450 et seq.

State. The State of California.

Story. That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above.

Strip Mall. An attached row of stores or service outlets, configured in a straight line, with on-site parking usually located between the street and the stores, typically with multiple driveways. Open canopies may connect the store fronts, but a strip mall does not have enclosed walkways linking the stores.

Street. A public or private right-of-way whose function is to carry vehicular traffic or provide vehicular access to abutting property.

Structural Alteration. Any change of the supporting members of a building, such as bearing walls, columns, beams or girders, floor joists, ceiling joists, or roof rafters.

Structure

Accessory Structure. A subordinate structure, the use of which is incidental to that of the main structure on the same lot.

Permanent Structure. Anything constructed or erected which requires a fixed location on the ground, or is attached to a building or other structure having fixed location on the ground.

Primary Structure (Main Structure). A structure housing the principal use of a site or functioning as the principal use.

Temporary Structure. A structure without any foundation or footings and which is intended to be removed when the designated time period, activity, or use for which the

temporary structure was erected has ceased.

Swimming Pool. A pool, pond, lake, or open tank capable of containing water to a depth greater than one and one-half (1.5) feet at any point.

Tandem Parking. An arrangement of parking spaces such that one (1) or more spaces must be driven across in order to access another space or spaces.

Telecommunication Terms. The following terms are related to Section 301.20, Telecommunications Facilities.

Antenna. Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or receiving of electromagnetic radio frequency waves.

Amateur Radio Antenna. Any antenna used to receive or transmit radio signals on the amateur radio bandwidth, as designated by federal regulations.

Camouflage. To disguise a wireless facility by incorporating it into the architectural design of a building or structure or by utilizing design and siting techniques that disguise the wireless facility as a structure or object other than a wireless facility, which is either already present in the area or blends in with the existing environment. Examples of camouflage techniques include, but are not limited to, trees, clock towers, bell steeples, light poles and flag poles. The use of mono-pines shall not be considered appropriate camouflage unless integrated into the surrounding landscape with the use of live trees, new or existing structures or other design features.

Co-location. The location of two (2) or more wireless communication facilities on a single support structure or otherwise sharing a common location. For the purposes of this chapter, collocation shall also include the location of wireless communication facilities with other facilities such as water tanks, light standards, and other utility facilities and structures.

Communication Tower. Any structure that is used to transmit or receive electromagnetic radio frequency waves or that supports such a device.

Ground-Mounted. A facility that is fully or partially supported by a platform, framework, pole, or other structural system that is affixed to or placed directly on or in the ground.

Monopole. A facility that consists of a single pole structure erected on the ground to support wireless communication antennas and connecting appurtenances.

Wireless Telecommunication Facility. A facility containing communication towers and/or antennas and any related equipment for the purpose of transmitting or receiving electromagnetic radio frequency waves.

Temporary Uses. The following terms are related to Section 301.21, Temporary Uses.

Garage Sales. The sale or offering for sale to the general public of over five (5) items of personal property on a portion of a lot in a residentially zoned district, whether inside or outside any building.

Model Homes. A dwelling built in a subdivision development to allow potential home buyers to view a sample finished product before other homes in the development are completed.

Outdoor Sales, Temporary and Seasonal. The sale or offering for sale to the general public of merchandise outside of a permanent structure on property owned or leased by the person, firm, or corporation. These sales are of a limited duration and conducted on an occasional basis, and are secondary or incidental to the principal permitted use or structure existing on the property.

Unit. *See Dwelling Unit.*

Use. The purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered, or enlarged for which either a site or a structure is or may be occupied or maintained.

Use, Primary. A primary or dominant use established, or proposed to be established, on a lot.

Use, Accessory. A use that is customarily associated with, and is incidental and subordinate to, the principal use and located on the same lot as the principal use.

Use, Sensitive. Any cemetery/religious institution; school; public building regularly frequented by children; public park; or boys' and girls' club, or similar youth organizations.

Variance. Permission to depart from the literal requirements of this Ordinance.

Vibration. A periodic motion of the particles of an elastic body or medium in alternately opposite directions from the position of equilibrium.

Visible. Capable of being seen (whether or not legible) by a person of normal height and visual acuity walking or driving on a public road.

Weekday. Any day, Monday through Friday, that is not a federal, state, or local holiday.

Yard. In Residential Districts, including D-MX and CMX, an open space on a lot that is unoccupied and unobstructed from the ground upward, except as otherwise permitted by this Development Ordinance.

Front Yard. A yard extending across the front of a lot for the full width of the lot between the side lot lines, measured inward from the front lot line. The depth of a front yard shall be the minimum setback to the residence, excluding unenclosed porches; where the residence is not built to the minimum setback, the standard shall be 20 feet a distance specified by this Development Ordinance for the district in which it is located and.

Interior Side Yard. A yard extending along an interior side of a lot from the front lot line to the rear lot line, and to a depth specified by this Development Ordinance for the district in which it is located and measured inward from the interior side lot line.

Street Side Yard. A yard extending along the street side of a corner lot from the front lot line to the rear lot line, and to a depth specified by this Development Ordinance for the district in which it is located and measured inward from the street side lot line.

Rear Yard. A yard extending across the rear of a lot for its full width between side lot lines, and to a depth specified by this Development Ordinance for the district in which it is located. If a lot has no rear lot line, a line 10 feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing the minimum rear yard.

Zoning Administrator. The Community Development Director of the City of Porterville, or designee.

Zoning District. A specifically delineated area or district in the city within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings.

SECTION 3. The Porterville Municipal Code, Section 701.02 is hereby amended as follows:

701.02: LAND USE CLASSIFICATIONS:

Aircraft Sales, Services, and Storage. Uses related to the rental, sales and leasing, storage, repair, and washing of aircraft.

Airports. Facilities for the takeoff and landing of airplanes, including runways, aircraft storage buildings, public terminal buildings and parking, and support activities such as airport operations, crew quarters, and air traffic control.

Animal Care, Sales and Services

Kennels. Facilities for keeping, boarding, training, breeding or maintaining for commercial purposes, four (4) or more dogs, cats, or other household pets not owned by the kennel owner or operator. This classification excludes pet shops and animal hospitals that provide twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Pet Stores. Retail sales of animals and/or services, including grooming, for animals on a commercial basis. This classification excludes dog walking and similar pet care services not carried out at a fixed location, and excludes pet supply stores that do not sell animals or provide on-site animal services.

Veterinary Services, Small. Medical care for small animals on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services but does not include kennels.

Veterinary Services, Large. Medical care for large animals which generally includes agricultural animals, on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Animal Raising. The raising, grazing, or feeding of animals for animal products, animal increase, or value increase, and dairying as an accessory use on farms with dairy cattle.

Artists' Studios. Work space for artists and artisans, including individuals practicing one (1) of the fine arts or performing arts, or skilled in an applied art or craft. Incidental retail sales of items produced on the premises is required.

Automobile/Vehicle Sales and Services

Automobile/Vehicle Rentals. Rental of automobiles, including storage and incidental maintenance.

Automobile/Vehicle Sales and Leasing. Sales or leasing of automobiles, boats, motorcycles, trucks, and motor homes, including storage and incidental maintenance.

Automobile/Vehicle Repair, Major. Repair of automobiles, trucks, motorcycles, motor homes, boats and recreational vehicles, including the sale, installation, and servicing of related equipment and parts, generally on an overnight basis. This classification includes auto repair shops, body and fender shops, and transmission shops, but excludes vehicle dismantling or salvaging and tire retreading or recapping.

Automobile/Vehicle Service and Repair, Minor. The service and repair of automobiles, light-duty trucks, boats, and motorcycles, including the sale, installation, and servicing of related equipment and parts. This classification includes quick-service oil, tune-up, wheel and brake shops, auto glass services, tire sales and installation, muffler shops and upholstery shops where repairs are made or service provided in enclosed bays and no vehicles are stored overnight. This classification excludes establishments providing engine repair, body and fender work, vehicle painting, or towing. It also excludes repair of heavy trucks or construction vehicles.

Automobile/Vehicle Washing. Washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities.

Emergency Ambulance Services. The location of emergency ambulance service vehicles.

Large Vehicle and Equipment Sales, Service and Rental. Sales, servicing, rental, fueling, and washing of large trucks, trailers, tractors, and other equipment used for construction, agricultural, or landscape gardening activities. Includes large vehicle operation training facilities. Sales of new or used automobiles or trucks are excluded from this classification.

Service Station. Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing repair services; selling automotive oils, replacement parts, and accessories; and/or providing food services.

Towing and Impound. Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as vehicle storage and emergency road repair services. (For automobile/dismantling, see Salvage Yards)

Banks and Financial Institutions

Banks and Credit Unions. Financial institutions providing retail banking services. This

classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding check-cashing businesses.

Check Cashing Businesses. Establishments that, for compensation, engage in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification also includes the business of deferred deposits, whereby the check casher refrains from depositing a personal check written by a customer until a specific date pursuant to a written agreement as provided in Civil Code 1789.33. Check Cashing Businesses do not include state or federally chartered banks, savings associations, credit unions, or industrial loan companies. They also do not include retail sellers engaged primarily in the business of selling consumer goods, such as consumables to retail buyers, that cash checks or issue money order incidental to their main purpose or business.

Bed and Breakfast. A small lodging establishment that offers overnight accommodation and inclusive breakfast, where the host lives at the establishment.

Building Materials and Services. Retailing, wholesaling, or rental of building supplies or equipment. This classification includes lumber yards, tool and equipment sales or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use. This definition does not include Contractors' Yards and hardware stores less than ten thousand (10,000) square feet in floor area (see Retail Sales).

Business Services. Establishments that primarily provide goods and services to other businesses on a fee or contract basis, including printing and copying, blueprint services, advertising and mailing, equipment rental and leasing, office security, custodial services, photo finishing, and model building, but excluding vehicle rentals, bulk items, or print shops.

Cemetery. Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens.

Clubs and Lodges. Meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests. This classification includes union halls and social clubs.

Colleges and Trade Schools, Public or Private. Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes business and computer schools, management training, technical and trade schools, but excludes personal instructional services such as music lessons.

Construction and Material Yards. Storage of construction materials or equipment on a site other than a construction site.

Commercial Entertainment and Recreation. Provision of participant or spectator entertainment to the general public.

Cinema/Theaters. Facilities for indoor display of films, motion pictures, or dramatic, musical, or live performances. This classification may include incidental food and beverage services to patrons.

Downtown Entertainment. This classification includes facilities such as amusement and theme parks, amphitheaters, facilities with more than ten thousand (10,000) square feet in building area, including fitness centers, gymnasiums, handball, racquetball, ice or roller skating rinks, swimming or wave pools, miniature golf courses, bowling alleys, or archery or indoor shooting ranges. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Large-scale. This classification includes large outdoor facilities such as amusement and theme parks, casinos, sports stadiums and arenas, racetracks, amphitheaters, drive-in theaters, driving ranges, golf courses, and facilities with fifty thousand (50,000) square feet or more in building area, including fitness centers, gymnasiums, handball, racquetball, or large tennis club facilities; ice or roller skating rinks; swimming or wave pools; miniature golf courses; bowling alleys; archery or indoor shooting ranges; riding stables; campgrounds; stables, etc. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Small-scale. This classification includes indoor facilities that occupy less than fifty thousand (50,000) square feet of building area, such as billiard parlors, card rooms, health clubs, fitness centers, gymnasiums, handball, racquetball; ice or roller skating rinks; swimming or wave pools; miniature golf courses, bowling alleys, dance halls, small tennis club facilities, poolrooms, indoor shooting ranges, and amusement arcades. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Community Center. Any noncommercial facility established primarily for the benefit and service of the population of the community in which it is located. Examples include youth centers and senior centers.

Communication Facilities

Antenna and Transmission Towers. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structures designed to support one (1) or more reception/transmission systems. Examples of transmission towers include, but shall not be limited to, radio towers, television towers, telephone exchange/microwave relay towers, and cellular telephone transmission/personal communications systems towers.

Broadcasting Facility. Includes radio or television stations. Transmission towers must comply with Series 301.20 Telecommunication Facilities.

Call Centers. Includes customer support, direct sales, order processing, customer service, surveys, research, credit management, help desk, reservations, billing and accounting, sales

and telemarketing. These services are either provided internally by the company for its own use or provided externally by an outsourcing agency which provide these services for several companies.

Recording Studio. Facility for sound recording which can consist of a studio or live room and control room, where sound is recorded and manipulated.

Correctional Facility. A building such as a jail or prison used for the confinement of persons held while awaiting trial or for the confinement of persons convicted of offenses.

Crop Cultivation. The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries. (see Nurseries and Garden Centers)

Crop Cultivation, Commercial. Results in quantities of crops greater than what could be reasonably consumed in personal use and/or crops that are produced with the intent to sell commercially.

Crop Cultivation, Non-commercial. Includes orchards and flower and vegetable gardens for personal use.

Cottage Food Operations. A private home food operation where low-risk food products are prepared or packaged for sale to consumers which complies with California Government Code Section 51035.

Cultural Institutions. Public or non-profit institutions engaged primarily in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, dance, and events; buildings of an educational, charitable or philanthropic nature; libraries; museums; historical sites; aquariums; art galleries; and zoos and botanical gardens.

Day Care Centers. Establishments providing non-medical care for persons on a less than 24-hour basis other than Family Day Care Home. This classification includes nursery schools, preschools, and day care facilities for children or adults, and any other day care facility licensed by the State of California.

Eating, Drinking, and Smoking Establishments. Businesses primarily engaged in serving prepared food, beverages, and/or tobacco for consumption on or off the premises.

Bars/Night Clubs/Lounges. Businesses serving beverages for consumption on the premises as a primary use and including on-sale service of alcohol including beer, wine, and mixed drinks. This classification includes establishments that provide dancing or entertainment.

Coffee Shops/Cafes. Establishments that serve nonalcoholic beverages, such as coffee, juices or sodas for consumption on or near the premises, or a specialty snack, such as ice cream, frozen yogurt, cookies or popcorn.

Restaurants. Establishments where meals are served to customers. This classification includes full-service restaurants with table service as well as establishments providing limited table service, such as fast-food restaurants, carryout sandwich shops, limited service pizza parlors and delivery shops, and delicatessen restaurants. This classification excludes establishments that provide dancing or entertainment (see Bars/Night Clubs/Lounges).

Tobacco Bars. Any business establishment which in whole or in part is dedicated to or includes as part of the business, the smoking of tobacco or other substances. This classification includes cigar lounges, hookah bars/cafes, tobacco cafes/bars, and smoking parlors.

Elderly and Long-term Care. Establishment that provide twenty-four (24) hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, and is licensed as a skilled nursing facility by the, including but not limited to, rest homes and convalescent hospitals, but not Residential Care, Hospitals, or Clinics.

Family Day Care Home. A home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home as follows.

Large. A home that provides family day care for seven (7) to fourteen (14) children, including children under the age of 10 years who reside at the home (Health and Safety Code Section 1596.78(b)). A large family day care home may provide care for more than 12 children and up to and including fourteen (14) children, if all of the following conditions are met (Health and Safety Code Section 1597.465):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than three (3) infants are cared for during any time when more than twelve (12) children are being cared for.
3. The licensee notifies a parent that the facility is caring for two (2) additional school-age children and that there may be up to thirteen (13) or fourteen (14) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Small. A home that provides family day care for eight (8) or fewer children, including children under the age of ten (10) years who reside at the home (Health and Safety Code Section 1596.78(c)). A small family day care home may provide care for more than six (6) and up to eight (8) children, without an additional adult attendant, if all of the following conditions are met (Health and Safety Code Section 1597.44):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.

2. No more than two (2) infants are cared for during any time when more than six (6) children are cared for.
3. The licensee notifies each parent that the facility is caring for two (2) additional school-age children and that there may be up to seven (7) or eight (8) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Food and Beverage Retail Sales. Retail sales of food and beverages for off-site preparation and consumption. Typical uses include food markets, convenient markets, groceries, liquor stores, and retail bakeries.

Freight/Truck Terminals and Warehouses. Facilities for local or worldwide freight, courier, local messenger, and postal services by truck or rail.

Funeral Parlors and Mortuaries. An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of the human dead and conducting memorial services. Typical uses include a crematory, columbarium, mausoleum, or mortuary.

Government Offices. Administrative, clerical, or public contact offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment (See Utilities, Major).

Group Residential. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, dormitories, private residential clubs, and residential hotels intended for long-term occupancy (thirty (30) days or more) but excludes Hotels and Motels, Residential Care, Limited or General.

Handicraft/Custom Manufacturing. Manufacture of crafts, art, sculpture, stained glass, jewelry, apparel, and similar items using hand tools and small mechanical devices.

Heliports. Facilities for the takeoff and landing of helicopters, as a primary use. Heliports typically contain one (1) or more helipads and may have limited facilities such as fuel, lighting, a windsock, or even hangars.

Hotels and Motels. Establishments offering lodging to transient patrons. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This classification includes motor lodges, motels, hostels, extended-stay hotels, and tourist courts, but does not include rooming houses, boarding houses, or private residential clubs.

Industry, General. Manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as biomass energy conversion; food and beverage

processing; textile mills; production apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; and automotive, ship, aircraft, and heavy equipment manufacturing.

Industry, Limited. Establishments engaged in light industrial activities taking place primarily within enclosed buildings and producing minimal impacts on nearby properties. This classification includes operations such as manufacturing finished parts or products primarily from previously prepared materials; commercial laundries and dry cleaning plants; mobile home manufacturing; monument works; printing, engraving and publishing; computer and electronic product manufacturing; furniture and related product manufacturing; and industrial services.

Instructional Services. Establishments that offer specialized programs in personal growth and development such as music, vocal, fitness and dancing instruction.

Light Fleet-Based Services. Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three (3) or more vehicles with rated capacities less than ten thousand (10,000) lbs. This classification includes parking, dispatching, and offices for taxicab and limousine operations, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses. This classification does not include towing operations (See Automobile/Vehicle Sales and Service, Towing and Impound) or taxi or delivery services with two (2) or fewer fleet vehicles on-site (See Business Services).

Maintenance and Repair Services. The on-site maintenance or repair of office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of vehicles or boats (see Automotive Sales and Services) and personal apparel (See Personal Services).

Massage Establishments. Healing arts

Medical Facilities. These classifications exclude veterinary and animal hospitals (see Animal Care, Sales, and Services).

Hospitals. State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons.

Medical Clinic. This classification includes facilities for multiple physicians, medical groups, inpatient or outpatient treatment, including substance-abuse programs as well as training, research, and administrative services for patients and employees.

Professional/Medical. This classification is for the single practitioner; to include offices where medical and dental services are provided by physicians, dentists, chiropractors, optometrists, and similar medical professionals, including, where affiliated with a medical practitioner, massage therapy.

Mining and Quarrying. The extraction of nonmetallic minerals, including dredging and sand and gravel pit operations. This classification includes surface mining operations.

Mobile Home Parks. Mobile housing in a planned development with common area amenities. Spaces for mobile homes may be rented, leased or owned through a subdivision, cooperative, condominium or other form of resident ownership.

Multi-Family Residential. Two (2) or more dwelling units on a lot. Types of multiple family dwellings include duplexes, garden apartments, senior housing developments, and multi-story apartment buildings.

Nurseries and Garden Centers. Establishments primarily engaged in retailing nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod—that are predominantly grown elsewhere. These establishments may sell a limited amount of a product they grow themselves. Fertilizer and soil products are stored and sold in package form only. This classification includes wholesale and retail nurseries offering plants for sale.

Offices

General Offices. Offices of firms or organizations providing professional, executive, management, administrative or design services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, and legal offices, excluding banks, and savings and loan associations (see Banks and Financial Institutions).

Walk-In Clientele. Offices of firms or organizations providing services to the public that rely on heavy pedestrian activity and constant visits by clients, including real estate offices, landlord-tenant services, credit counseling, and financial tax services.

Park and Recreation Facilities, Public. Parks, playgrounds, fairgrounds, recreation facilities, trails, wildlife preserves, and related open spaces, all of which are noncommercial. This classification also includes playing fields, courts, gymnasiums, swimming pools, picnic facilities, tennis courts, and golf courses, botanical gardens, as well as related food concessions or community centers within the facilities.

Parking, Public or Private. Surface lots and structures for use of occupants, employees, or patrons on the subject site or offering parking to the public for a fee when such use is not incidental to another activity.

Personal Services. Provision of recurrently needed services of a personal nature. This classification includes barber and beauty shops, massage therapy, tattoo parlors, seamstresses, tailors, dry cleaning agents (excluding large-scale bulk cleaning plants), shoe repair shops, self-service laundries, photocopying and photo finishing services, and travel agencies.

Public Safety Facilities. Facilities providing public-safety and emergency services, including police and fire protection and emergency medical services, with incidental storage, and maintenance facilities.

Recycling Facility. A facility for receiving, temporarily storing, transferring and/or processing materials for recycling, reuse, or final disposal. A certified recycling facility or certified processor means a recycling facility certified by the California Beverage Container Recycling and Litter Reduction Act. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. This use type does not include waste transfer facilities that operate as materials recovery, recycling, and solid waste transfer operations and are classified as utilities.

Reverse Vending Machine. An automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.

Recycling Collection Facility. A use that serves as a neighborhood drop off point for the temporary storage of recyclable materials but where the processing and sorting of such items is not conducted on-site.

Recycling Processing Facility. Facilities that receive, sort, store and/or process recyclable materials.

Religious Facilities. A facility for religious worship and incidental religious education and offices, including churches, temples, and other facilities used primarily for religious services or activities. This classification excludes private schools for primary or secondary education, as defined in this section, which also may be available for temporary use by the general public or civic, cultural, or educational organizations.

Residential Care Facilities, General. Facilities that require a State license or are State licensed and provide twenty-four (24) hour primarily non-medical care and supervision, or skilled nursing services, for more than six (6) persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices, nursing homes, skilled nursing facilities, and convalescent facilities. This category excludes transitional housing, foster family homes, community service facilities, and any facilities supervised by or under contract with the State Department of Corrections.

Residential Care Facilities, Limited. Facilities that require a State license or are State licensed and provide twenty-four (24) hour non-medical care and supervision for six (6) or fewer persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living, excluding the licensee or members of the licensee's family or persons employed as facility staff. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices.

Retail Sales. The retail sale or rental of merchandise not specifically listed under another use classification. This classification includes department stores, clothing stores, furniture stores,

pet supply stores, small hardware stores (with ten thousand (10,000) square feet or less of floor area), and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, video rental, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other services such as office machine, computer, electronics, and similar small-item repairs. This classification includes secondhand and wholesale stores.

Swap Meet. Any indoor or outdoor place, in an approved location, or for an approved activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces. The term swap meet is interchangeable with and applicable to: flea markets, auctions, open air markets, farmers markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

Salvage and Wrecking. Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.

Schools, Public or Private. Facilities for primary or secondary education, including public schools, charter schools, and private institutions having curricula comparable to that required in the public schools of the State of California.

Sexually Oriented Business. An establishment or concern that, as a regular and substantial course of conduct, offers, sells or distributes adult-oriented merchandise, or that offers to its patrons materials, products, merchandise, services, entertainment or performances that have sexual arousal, sexual gratification, and/or sexual stimulation as their dominant theme, or are characterized by an emphasis on specified sexual activities or specified anatomical areas and are not customarily open to the general public because they exclude minors by virtue of their age. This classification does not include any establishment offering professional services conducted, operated, or supervised by medical practitioners, physical therapists, nurses, chiropractors, psychologist, social workers, marriage and family counselors, osteopaths, and persons holding licenses or certificates under applicable State law or accreditation from recognized programs when performing functions pursuant to the respective license or certificate. Includes Sexually Oriented Businesses defined in Section 301.17(b), Definitions.

Single Family Dwelling. A dwelling unit designed for occupancy by one (1) household, and located on a separate lot from any other unit (except accessory living quarters, where permitted). This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code.

Detached. A single-family dwelling unit that is not attached to any other dwelling unit.

Attached. A single-family dwelling unit, located singly on a lot, but attached through common

vertical walls to one (1) or more dwellings on abutting lots. An attached single-family dwelling unit is sometimes referred to as a “townhome.”

Single Room Occupancy. A residential facility where individual secure rooms, which may or may not include cooking facilities, are rented to one (1) or two (2) person households for a weekly or monthly period of time. This use type is distinct from a Hotel or Motel, which is a commercial use.

Social Service Facilities. Any noncommercial facility, such as homeless shelters, and emergency shelters, that may also provide meals, showers, and/or laundry facilities. Specialized programs and services related to the needs of the residents may also be provided. This classification excludes transitional housing facilities that provide living accommodations for a longer term.

Transitional and Supportive Housing. As defined in Section 50675.2 and 50675.14, respectively, of the Health and Safety Code

Transportation Passenger Terminals. Facilities for passenger transportation operations. This classification includes rail stations, bus terminals, and scenic and sightseeing facilities, but does not include airports or heliports.

Utilities, Major. Generating plants, electric substations, solid waste collection, including transfer stations and materials recovery (recycling processing) facilities, solid waste treatment and disposal, water or wastewater treatment plants, and similar facilities of public agencies or public utilities.

Utilities, Minor. Facilities accessory to an established use involving only minor structures, such as electrical distribution lines, solar panels and underground water and sewer lines.

Utilities, Renewable Energy Facility. Facilities including solar, wind or other facility utilizing renewable energy.

Warehousing and Storage. Storage and distribution facilities without sales to the public on-site or direct public access.

Chemical, Mineral, and Explosives Storage. Storage of hazardous materials including but not limited to: bottled gas, chemicals, minerals and ores, petroleum or petroleum-based fuels, fireworks, and explosives.

Indoor Warehousing and Storage. The storage of general merchandise or refrigerated goods within enclosed buildings. Establishments in this classification provide facilities to store commercial goods, but do not sell the goods they handle. They may provide a range of services related to the distribution of goods, including labeling, breaking bulk, inventory control and management, order entry and fulfillment, price marking and ticketing, and transportation arrangement. However, they always provide warehousing or storage in addition to any logistics services.

Personal Storage. Facilities offering storage for individual use, including mini-warehouses and mini-storage.

Wholesaling and Distribution. Indoor storage and sale of goods to other firms for resale; storage of goods for transfer to retail outlets of the same firm; or storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies. Wholesalers are primarily engaged in business-to-business sales, but may sell to individual consumers through mail or internet orders. They normally operate from a warehouse or office having little or no display of merchandise, and are not designed to solicit walk-in traffic.

SECTION 4. Section 301.23 is hereby repealed in its entirety and replaced with the following:

301.23 Cannabis Cultivation, Use, and Commercial Activities

A. Purpose and Intent

1. The City Council, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of cannabis in the city has caused and is causing ongoing impacts to the community. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the commercial districts. These impacts have also created an increase in response costs, including code enforcement, building, land use, fire, and police staff time and expenses.
2. The City Council finds that the restrictions on personal cannabis cultivation, drying, harvesting, processing, smoking and use, and prohibitions on commercial marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and state law.
3. The purpose of this article is to restrict personal cannabis cultivation, drying, harvesting, processing, smoking, and use, consistent with permitted local regulation under State law, and to expressly prohibit the establishment of commercial cannabis uses in the City.

B. Interpretation and Applicability

1. Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
 2. Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.
 3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
 4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
 5. All cultivation activities within city limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section. However, all holders of active cultivation permits (who are in full compliance with said permits) issued under this former Section 301.23 shall be allowed to continue to engage in the permitted activity until the expiration of their permits. Furthermore, all holders of active cultivation permits, who are in full compliance with said permits, issued under former section 301.23 and due to expire in 2017, shall be allowed an additional one year permit expiring in December 31, 2018, for twelve (12) plants in compliance with former section 301.23.
- C. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
1. ***Accessory Structure.*** A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with Section 301.01 and any other applicable provisions of the Municipal Code.
 2. ***“Cannabis”*** (and/or ***“Marijuana”***) means any or all parts of the plant Cannabis Sativa Linnaeus, Cannabis Indica, or Cannabis Ruderalis, whether growing or not; the seeds thereof; the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including marijuana infused in foodstuff or any other ingestible or consumable product containing marijuana. “Cannabis” or “Marijuana” also includes cannabis that is used for medical, non-medical, or other purposes. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted

- therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. “Cannabis” also does not include industrial hemp, as defined in California Health and Safety Code Section 11018.5.
3. **“Cannabis accessories”** means any equipment, products, or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.
 4. **“Cannabis (or Marijuana) Collective”** or “cooperative or collective” includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code Section 11362.5 (Compassionate Use Act) of California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).
 5. **“Cannabis Dispensary”** means any business, office, store, facility, location, retail storefront or wholesale component of any establishment, cooperative or collective that delivers, whether mobile or otherwise, dispenses, distributes, exchanges, transmits transports, sells or provides cannabis to any person for any reason, including members of any medical cannabis cooperative or collective.
 6. **“Cannabis product”** means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to concentrated cannabis; or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
 7. **“Commercial cannabis activity”** means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, non-medical, or any other purpose and includes the activities of any business licensed by the State or other government entity under Division 10 of the California Business and Professions Code, or any provision of State law regulating the licensing of cannabis businesses. It also includes cannabis dispensaries, cooperatives or collectives.
 8. **“Concentrated cannabis”** means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate.
 9. **“Cultivation”** means any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.

10. **“Delivery”** means the commercial transfer of cannabis or cannabis products to a customer. “Delivery” also includes the use by a retailer of any technology platform owned and controlled by the retailer.
 11. **“Distribution”** means the procurement, sale, and transport of cannabis and cannabis products between entities licensed under Division 10 of the California Business and Professions Code, as they may be amended from time to time.
 12. **“Manufacture”** means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.
 13. **“MAUCRSA”** means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the California Business and Professions Code, as the same may be amended from time to time.
 14. **“Processing”** means any method used to prepare cannabis or its byproducts for personal use or commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.
- D. Severability: If any part of Section 301.23 is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.
- E. Personal (Non-commercial) Cultivation:
1. To the extent that the following activities are permitted by State law, nothing in this article shall prohibit a person 21 years of age or older from:
 - a. Possessing, processing, purchasing, transporting, obtaining or giving away to persons 21 years of age or older, without compensation whatsoever, not more than 28.5 grams of cannabis not in the form of concentrated cannabis;
 - b. Possessing, processing, purchasing, transporting, obtaining or giving away to persons 21 years of age or older, without compensation whatsoever, up to eight grams of cannabis in the form of concentrated cannabis;
 - c. Smoking or ingesting cannabis or cannabis products except as prohibited by California Health and Safety Code Section 11362.3 (and as restricted by this Section).
 - d. Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons 21 years of age or older without compensation whatsoever;
 - e. Engaging in the cultivation of six or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence, or if grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding

properties; or

2. This Section shall also prohibit any commercial cannabis activity that the city is otherwise required by State law to allow within its jurisdiction pursuant to MAUCRSA.
3. The use of gas products or other volatile solvent (e.g., CO₂, butane, etc.) for cannabis cultivation, processing or manufacture is prohibited;
4. There shall be no exterior evidence of cannabis cultivation occurring at the property, from a public right-of-way;
5. No distribution of cannabis cultivated for personal use shall be allowed other than as otherwise authorized by this Section, or required to be allowed by law;
6. Cannabis cultivation lighting shall not exceed 1,200 watts;
7. The accessory structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes);
8. All electrical equipment used in the cultivation of medical cannabis, (e.g., lighting and ventilation) shall be plugged directly into a wall outlet or otherwise hardwired and permits obtained pursuant to the California Building, Electrical, Mechanical, Plumbing or other state or local laws rules and regulations;
9. Prior to performing any work on electrical wiring/rewiring the applicant shall first obtain a building, mechanical and/or electrical permit from the Building Division;
10. If required by California Building or Fire Code, the wall(s) adjacent to the cultivation area shall be constructed with 5/8-inch Type X moisture-resistant drywall;
11. Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons;
12. The growing of cannabis outdoors shall comply with the setback requirements for the primary residence on the property subject to the zoning classification of the property;
13. Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view obscuring fence, secured with self-closing and locking gates; and
14. Areas for cultivation of cannabis shall be secured, locked, and fully enclosed and rendered inaccessible to minors.

F. Prohibited Uses and Activities

1. Commercial cannabis activity, whether or not for profit, is prohibited in all zones, specific plans areas, and overlay zones of the city. No person shall establish, operate, maintain, conduct, allow or engage in commercial cannabis activity anywhere within the

city. To the extent this prohibition conflicts with any other provision of this Municipal Code, this prohibition will control.

2. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the city. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in commercial cannabis activity on any real property owned or controlled by that property owner that is located in the city.

3. Subsection 1 above shall prohibit all activities for which a State license is required pursuant to MAUCRSA, as the same may be amended from time to time. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MAUCRSA, as the same may be amended from time to time. The city shall also not issue any local license to a nonprofit entity pursuant to California Business and Professions Code section 26070.5.

4. To the extent not already prohibited by subsection 1 above, all deliveries of cannabis or cannabis products, to or from any location are expressly prohibited. No person shall conduct or perform any delivery of any cannabis or cannabis products, which delivery either originates or terminates within the city. This subsection shall not prohibit any person from transporting cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.

5. The smoking, ingesting, or use of cannabis or cannabis products is prohibited in all public places, in all locations where smoking tobacco is prohibited, and on all business properties or within business facilities within the jurisdictional limits of the city, unless otherwise expressly authorized by city regulation, or required to be allowed by State law.

- G. Enforcement. Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this article, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Porterville Municipal Code, no provision of Section 301.23 or this Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code Section 11362.71 et seq. or Section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern.

SECTION 5: The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15060(c)(2) – the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15060(c)(3) – the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has not potential for causing a significant effect on the environment.

SECTION 6: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance’s publication and passage.

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Consideration of Enhanced Code Enforcement Program Options

SOURCE: City Manager's Office

COMMENT: Based upon the results of the recent resident survey in regards to the City's Code Enforcement efforts, the City Council directed staff to develop options in support of a more proactive Code Enforcement program.

Beginning with the direction and hire of the City's first full-time Code Enforcement Officer in 2006, the City has utilized a complaint-based system for enforcement, emphasizing voluntary compliance prior to the issuance of citations. Public comments from residents and the results of the Code Enforcement survey encouraged the City to pursue a more proactive Code Enforcement program, especially in the maintenance and upkeep of residential properties.

Currently, the City employs one (1) full-time Code Enforcement Officer, which the annual personnel costs are approximately \$75,000. The City previously employed an additional Code Enforcement Officer, but the position has been left vacant due to budgetary constraints. Due to the nature of a significant number of Code Enforcement complaints, Community Development Department staff spend approximately twenty (20) hours per week in the review and documentation of such complaints, with approximately fifteen (15) hours per week dedicated to the personal field review of complaints. The approximate annual personnel expense to the Community Development Department is \$30,000.

In addition to the personnel resources in support of Code Enforcement, the underlying policies of enforcement can dictate the proactivity and timeliness of remedy. Code Enforcement currently utilizes an emphasis on voluntary compliance, typically providing up to a month for a violation to be remedied contingent on progress prior to a citation being issued. In addition, the frequency in recurrence of a violation at a subject property can affect proactivity, with each new occurrence generally being considered a new violation. Code Enforcement could modify its policy in this regard that any additional occurrence of a violation not be considered as new, and instead be progressively administered pursuant to the initial violation.

The City receives almost 3,000 Code Enforcement complaints annually, the great majority of which voluntary compliance is achieved and Administrative Citations are not necessary. For example, in the review of the 704 Code

Enforcement complaints received between July 1st and September 30th of this year, 444 (63%) were closed, with 95 (13%) resulting in the issuance of an Administrative Citation. In the breakdown of complaints administered by Department, Public Works received 375 (279 water-related), Community Development received 215, Police received 50, and Finance received 7.

As the Council is aware, through the continuing drought and the mandated adoption of water conservation and SGMA-related regulations, the City has adopted a 26% annual conservation standard in comparison to the 2013 calendar year. Since drought regulations became effective in 2015, the City has observed the gradual decrease in local resident conservation in the critical summer months of June through August, from 35% average conservation in 2015, to 24% in 2016, to 21% this year. As the quarterly report reflects, complaints related to water waste serve as the greatest single Code Enforcement complaint, and increased water conservation enforcement efforts are likely to be necessary to ensure the City continues to meet its adopted 26% conservation standard, so as to limit future SGMA-related expenses, as well as ensure capacity for future development.

In support of more proactive Code Enforcement efforts, staff recommends the reinstatement of 40-hours of personnel support previously allocated to Code Enforcement efforts. As an alternative to the previous full-time position at the approximate annual budgetary expense of \$75,000, staff recommends the hiring of two (2) part-time personnel to be compensated as Community Services Officers for approximately \$40,000 (including salary/benefits and equipment), similar to the part-time staffing provided last fiscal year in support of Animal Control. Staff proposes to fund the positions between both the General and Water Funds, based upon the complaint activity the positions perform. The employing of the part-time positions would limit additional budgetary expense, as well as provide greater community and schedule coverage than a single full-time position would provide and support more proactive Code Enforcement efforts. Whether full- or part-time, the position(s) would receive Penal Code 832 certification that authorizes the issuance of Administrative Citations.

While staff time from Departments is required for the purposes of interpretation and review of potential violations, the addition of more Code Enforcement Officers in the field would greatly reduce the hours needed for field review, allowing for greater productivity of other Department responsibilities.

RECOMMENDATION: That the City Council receive and consider staff's report, and provide direction accordingly.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that 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 October 17, 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. Five (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

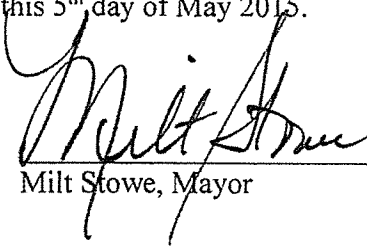
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

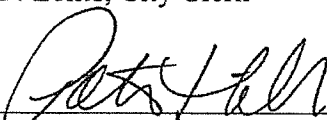
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

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. Burrel Avenue
Visalia, CA 93291

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

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

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

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

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

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

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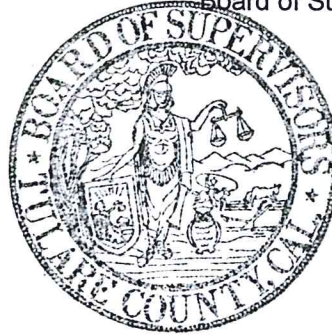
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

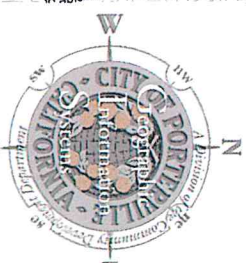
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

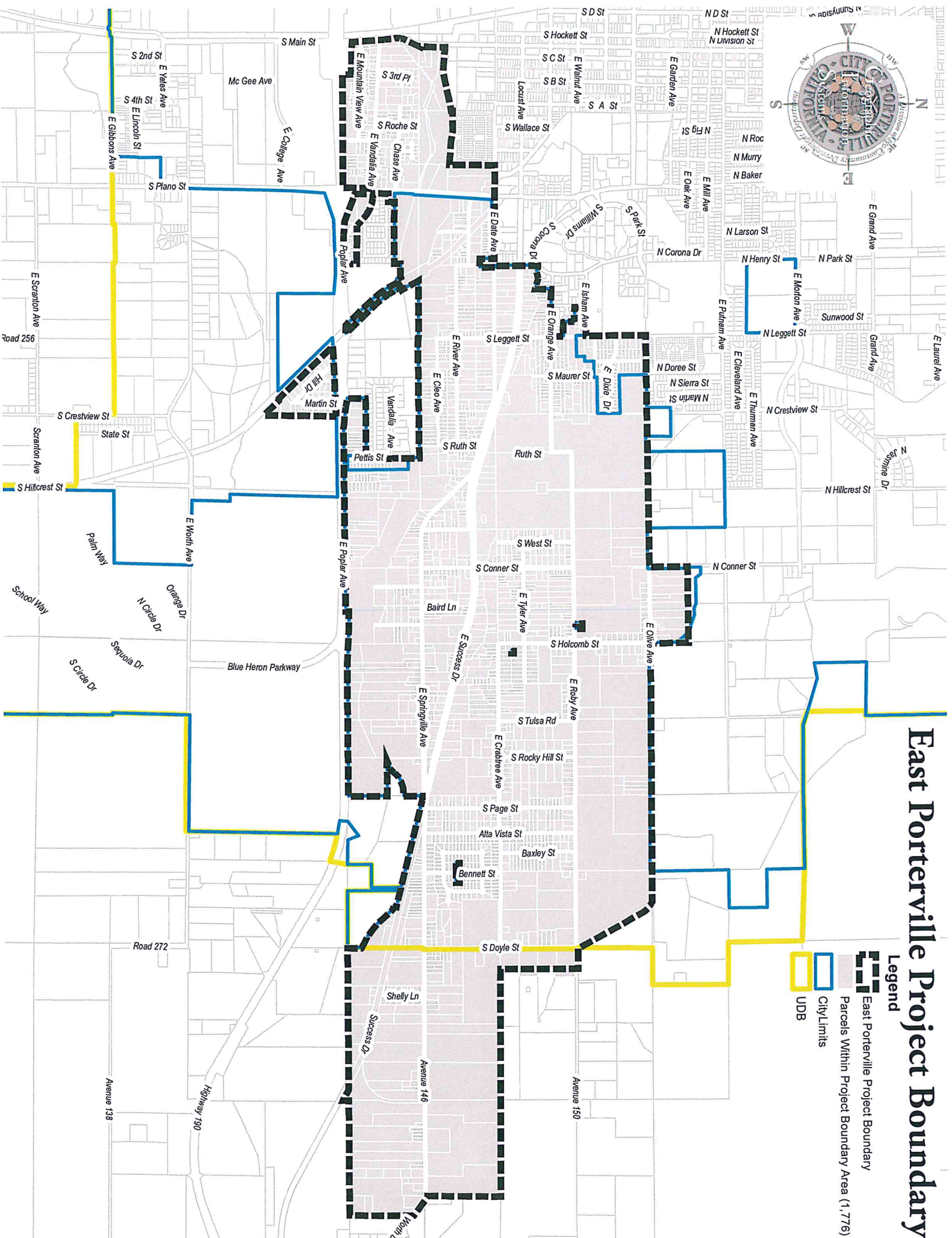


EXHIBIT 'B'

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:

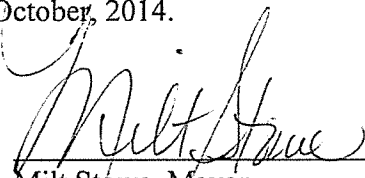
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, 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).

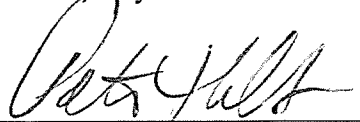
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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".

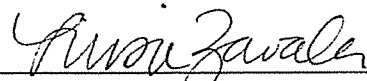
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



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

