Pledge of Allegiance Led by Council Member Cameron Hamilton
Invocation by Pastor Steve Walker, Valley Oak Community Church
Roll Call

PROCLAMATIONS
“Arbor Day” - March 9, 2004
“Educational Partnership Week 2004" - March 8 to March 12, 2004

PRESENTATION
Employee of the Month – Rene Villarreal

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.

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.

1. Claim – Southern California Gas Company
   Re: Claim for property damage in the amount of $869.06

2. Approval for Community Civic Event – Porterville Breakfast Rotary Cancer Run, May 1, 2004

3. Resolution Confirming the Funding for the Neighborhood Community Center
   Re: Approval of a Resolution for the Use of Section 108 funds

4. Award of Contract – Neighborhood Community Center
   Re: Award to Zumwalt Construction, upon close of escrow of the property

   Re: Right of Way located at 2121 West Henderson Avenue

6. Update on the CIEDB Loan Process and on the Waste Discharge Requirement (WDR) Projects
   Re: Status report of various activities associated with the list of capital projects necessary to
lift the Cease & Desist Order

7. Program Supplement to the Local Agency – State Master Agreement – Construction of Curb, Gutter and sidewalk for Core Areas 1, 2, 3 & 4
   Re: Program Supplement Agreements requiring Mayor’s signature

8. Appointment to CDBG Citizens’ Advisory and Housing Opportunity Committee
   Re: Appointment of Ruben Fuentes to a one-year term

9. Request for Encroachment Permit – The Press Shop
   Re: Authorization for Approval of Encroachment along Hockett Street
to permit roof eave overhang of approximately two feet into the right of way


SECOND READING
10. Ordinance 1649, Zoning Ordinance Amendment 1-2004
    Re: Second Reading of Ordinance No. 1649, amending Zoning Ordinance No. 1198 pertaining to consideration of General Plan Amendments

SCHEDULED MATTERS
11. Establishment of a Banner Policy
    Re: Authorization for allocation of funds for replacement of banners and establishment of a policy relating to banner replacement and design

    Re: Authorization to negotiate an agreement to undertake construction work on the VELB Mitigation site known as the Headgate Property

13. Shopping Cart Report - Schedule a Public Hearing for a Shopping Cart Ordinance
    Re: Set April 2, 2004, as the date for the hearing of the Shopping Cart Ordinance

14. Hillside/Eastside Water Development Plan
    Re: Acceptance of a water plan to satisfy growth to the east side and increase water production
15. Consideration of Nominating a Representative for the Indian Gaming Local Community Benefit Committee
   Re: Nomination of a City Council Member to serve on the Indian Gaming Local Community Benefit Committee

16. Consideration of Request Regarding City Council Reorganization
   Re: Clarification will be provided about the Charter provisions relating to the reorganization of the City Council

ORAL COMMUNICATIONS

OTHER MATTERS

ADJOURNMENT

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 Deputy City Clerk (559) 782-7442. 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.
SUBJECT: CLAIM - SOUTHERN CALIFORNIA GAS COMPANY

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: The Southern California Gas Company has filed a claim for property damage. The Gas Company is alleging that a City contractor damaged one of their steel services on July 9, 2003, at 1478 E. Olive Avenue.

The amount being claimed as of the date of this claim is $869.06, based on repairs costs.

RECOMMENDATION: That the Council reject said claim, and refer the matter to the City's insurance adjustor, and direct the City Clerk to give the claimant proper notification.

Attachment: Claim
CLAIM FORM
(Please Type Or Print)

CLAIM AGAINST City of Porterville (Name of Entity)

Claimant's Name Southern California Gas Company S.S. #: ___

Claimant's Date of Birth __________________________ Telephone # (_______)

Claimant's Address __________________________

Address where Notices about Claim are to be sent, if different from above:

Date of Incident/Accident/Arrest: July 9, 2003

Date Injuries, Damages or Losses were discovered: July 9, 2003

Location of Incident/Accident/Arrest: 1478 E OLIVE AVE, PORTERVILLE

What did Entity or Employee do to cause this Loss, Damage or Injury?

(DID NOT HAND EXPOSE AND FAILURE TO USE CAUTION)

(Use Back of this Form or Separate Sheet if necessary to answer this Question in Detail.)

What are the Names of the Entity's Employees who caused this Injury, Damage or Loss (if known)?

Mitch Brown Construction Inc

What specific Injuries, Damages or Losses did Claimant receive? Damage to 3/4" Steel Service

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking, or if amount is in excess of $10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code §10(f)]

$ 36,900

(Use back of this form or separate sheet if necessary to answer this question in detail.)

How was this amount calculated (please itemize)? See attached sheet

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 7/5/04 Signature: __________

If signed by Representative:

Representative's Name Maria Jimenez

Address 814 80th St Los Angeles CA 90008

Telephone # 310-214-5134

Relationship to Claimant Employee

1/03 Revision
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage Claim-Gas Damages</td>
<td>$869.06</td>
</tr>
</tbody>
</table>

This damage may have resulted from a violation of one or more sections of California Government Code Section 4216. For more information on the Government Code, go to www.leginfo.ca.gov or call Underground Service Alert (USA) at 1-800-227-2600.

Location: 1478 E, Olive Avenue Porterville, CA

Damage Date: 07/09/03

Claim#: 137065 /EV#: 136468

WR#: 1392452

Cost to Repair: Gas Service

If you have any questions please contact Maria Jimenez at (213) 244-5124.

---

Amount due $869.06

AMOUNT IS PAST DUE IF NOT PAID BY 01/30/2004.

If you have any questions, please contact at
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE BREAKFAST ROTARY CANCER RUN, MAY 1, 2004

SOURCE: Administrative Services - Finance Division, Business Tax Section

COMMENT: Porterville Breakfast Rotary is requesting approval to hold a 5K Cancer Run on Saturday, May 1, 2004, from 6:00 a.m. to 11 a.m. No street closures are requested. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

The application has been routed according to the ordinance regulations and reviewed by all of the departments involved. All requirements are listed on the attached Exhibit "A." The application, Exhibit "A," the agreement, request for street usage, and a map showing the streets to be used are attached.

RECOMMENDATION: That Council approve the Community Civic Event Application and Agreement from Porterville Breakfast Rotary, subject to the Restrictions and Requirements contained in application, agreement and exhibit "A" of the Community Civic Event application form.

ATTACHMENT: Community Civic Event Application Form
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
PORTERVILLE BREAKFAST ROTARY
CANCER RUN
MAY 1, 2004

Business License Supervisor:  Council approval required; business license
   K. Maxwell  verification of any vendors

Public Works Director:  Provide clean-up activity of larger size debris
   B. Rodriguez

Community Development Director:  Council to approve use of public right-of-way.
   B. Dunlap

Field Services Manager:  No comments.
   B. Styles

Fire Chief:  No comments.
   F. Guyton

Parks and Leisure Services Director:  No comments
   J. Perrine

Police Chief:  Keep water station out of roadway; volunteers
   S. Rodriguez on race route should wear highly visible attire.

Risk Manager:  See Page 2
   D. Pyle
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Breakfast Rotary
Event: Cancer Run
Event Chairman: Marty Lalanne
Location: Granite Hills High School
Date of Event: May 1, 2004
Time of Event: 6:00 a.m. to 11:00 a.m.

RISK MANAGEMENT: Conditions of Approval

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

a. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than $1,000.

b. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A:VII, and the insurance company must be an “admitted” insurer in the State of California.

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.

EXHIBIT "A," Page 2
CITY OF PORTERVILLE

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

Application date: 12-29-2003  Event date: 5-1-2004

Name of Event: Porterville Breakfast Rotary 5K Cancer Run

Sponsoring organization: Porterville Breakfast Rotary
Address: 189 N Villa Porterville CA 93257

Authorized representative: Brett Schroeder
Address: 211 N Main St Porterville CA 93257

Event chairperson: Marty Lamothe

Location of event (location map must be attached): Granite Hills High School

Type of event/method of operation: 5K Run

Nonprofit status determination:

City services requested (any 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 ____
Assembly permit required: Yes ____ No ____

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

<table>
<thead>
<tr>
<th>Approve</th>
<th>Deny</th>
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1 of 4
CITY OF PORTERVILLE

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

Authorization: This permit must be submitted 30 days PRIOR to the date of the event in order to obtain City Council approval.

City Code requirements:

- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

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 shall be named as additional insured. The amounts of such insurance and any additional requirements are listed in Exhibit "A."

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 permittee, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a health permit(s) from the County of Tulare Department of Health if any food is to be served in connection with this Community Civic Event.

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

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 1326, 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 of 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 the 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.

(Name of organization)  
(Signature)  
(Date)
CITY OF PORTERVILLE

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

Name of event: Porterville Breakfast Rotary 5K Run

Sponsoring organization: Porterville Breakfast Rotary

Location: Granite Hills High School Event date: 5-1-2084

List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. NO PERMIT WILL ISSUED WITHOUT THIS INFORMATION. This form should be completed at the time of application, but must be submitted one week prior to the event.

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address</th>
<th>Telephone</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porterville Breakfast Rotary</td>
<td></td>
<td>781-66017</td>
<td>Running Event</td>
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3 of 4
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: Porterville Breakfast Rotary 5K Run

Sponsoring organization: Porterville Breakfast Rotary

Event date: 5-1-2009 Hours: 6:00 am - 11:00 am

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patten Ave</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olive Ave</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Crestview Street</td>
<td></td>
<td>11/4</td>
<td>5K Run</td>
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<tr>
<td>Monterey Ave</td>
<td></td>
<td></td>
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<tr>
<td>Conner Street</td>
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<table>
<thead>
<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
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</thead>
<tbody>
<tr>
<td>Patten Ave</td>
<td></td>
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<td>5K Run</td>
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<td>Olive Ave</td>
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<td>11/4</td>
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<td>Crestview Street</td>
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<td>Monterey Ave</td>
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<td>Conner Street</td>
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Parking lots and spaces

<table>
<thead>
<tr>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Granite High School</td>
<td>Participant Parking</td>
</tr>
</tbody>
</table>
SUBJECT: RESOLUTION CONFIRMING THE FUNDING FOR THE NEIGHBORHOOD COMMUNITY CENTER

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: In 1994, the City began allocating Community Development Block Grant (CDBG) funds for the Neighborhood Community Center. Since that time numerous study sessions and public meetings were held to determine the site, building features, and project needs.

In 1996, the U.S. Department of Housing and Urban Development (HUD) approved Section 108 funding for the Neighborhood Community Center. The Section 108 program allows entitlement communities to borrow up to five times their annual entitlement for major projects, with repayment structured over a twenty-year period. Repayment is made annually from the City’s CDBG entitlement allocation.

At the May 12, 1998 City Council meeting, Council authorized staff to proceed with negotiations for the property located along Orange Avenue near Plano Street. The property had also been selected, and was purchased, by the Porterville Unified School District (PUSD) for their new elementary school. PUSD offered to provide the City a portion of the site needed for the Neighborhood Community Center.

At the October 7, 2003 City Council meeting, Council ratified, confirmed, and agreed to be bound by the Section 108 application for funds to be used for the Neighborhood Community Center. This condition was accomplished by the execution of HUD’s Funding Approval Agreement.

Prior to submitting the loan documents to HUD, a resolution of the governing body is required authorizing: 1) issuance of the Note; 2) execution of the Contract, and; 3) authorizing the Mayor to execute all documents necessary to accomplish the transaction.

RECOMMENDATION: That City Council approve a resolution for the use of Section 108 funds including the authorization for the issuance of the Note, execution of the Contract, and authorization for the Mayor to execute all documents necessary to accomplish the transaction.

ATTACHMENTS: 1) Resolution

DD_____ Appropriated/Funded_____ CM_____ Item No._____
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR LOAN
GUARANTEE ASSISTANCE BETWEEN THE CITY AND THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City Council of the City of Porterville has submitted a Section
108 Loan application to the United States Department of Housing and Urban
Development (HUD) and received approval of its application; and

WHEREAS, Section 108 is a loan guarantee provision of the Community
Development Block Grant (CDBG) Program that provides communities with a source
of financing for community and economic development; and

WHEREAS, the City will use the funds provided through the Section 108 Loan
Program for the construction of a Neighborhood Community Center and parking lots;
and

WHEREAS, the construction of a Neighborhood Community Center and
parking lots are eligible uses of the Section 108 Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Porterville does hereby authorize the City to enter into a Contract for Loan Guarantee
Assistance under the Section 108 Loan Guarantee program and to execute all
documents necessary under this Contract.

____________________________
Richard M. Stadtherr, Mayor

ATTEST:

____________________________
John Longley, City Manager

ATTACHMENT NO. 1
SUBJECT: AWARD OF CONTRACT - NEIGHBORHOOD COMMUNITY CENTER

SOURCE: Community Development Department

COMMENT: On January 29, 2004, staff received five (5) bids for the Neighborhood Community Center project. One of the bids was pulled by the contractor during the bid opening for undisclosed reasons. Due to uncertainty regarding funding availability to complete the entire project, the bid specifications broke the project into six (6) components, consisting of a base bid and five (5) alternate bids as follows:

- Base Bid – 10,037 square foot Library/Neighborhood Community Center, parking lots, gazebo, walkways, site furnishings, irrigation and landscaping. (Architect’s Estimate $2,034,905)
- Alternate 1 – 1,266 square foot Concession Building, lighted regulation baseball field, irrigation and landscaping. (Architect’s Estimate $627,384)
- Alternate 2 – Additional parking to accommodate the ballfield. (Architect’s Estimate $175,636)
- Alternate 3 – A second lighted regulation baseball field, irrigation and landscaping. (Architect’s Estimate $388,238)
- Alternate 4 – Additional parking to accommodate the second ballfield. (Architect’s Estimate $104,507)
- Alternate 5 – Hardcourts. (Architect’s Estimate $88,219)

The project is being funded by a Department of Housing and Urban Development (HUD) Section 108 loan guarantee.

Upon review of the bids, funds are available for the base bid portion of the project only. The bids, focusing only on the base bid amount, are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Zumwalt Construction</td>
<td>$2,701,000</td>
</tr>
<tr>
<td>2. Bush Construction</td>
<td>$2,805,000</td>
</tr>
<tr>
<td>3. Mauldin Dorfmeier</td>
<td>$3,162,000</td>
</tr>
<tr>
<td>4. S.C. Anderson</td>
<td>$3,330,000</td>
</tr>
</tbody>
</table>

Dir ___ Appropriated/Funded ___ CM ____ Item No. _________
All of the bids exceeded the architect's estimate for the base bid of $2,034,905 (32.7% minimum). In addition, the bids including all of the alternates exceeded the architect's estimate by 38% to 63%. Staff has requested a response from the architect regarding the discrepancy in the estimate and actual bid amounts. However, a formal response has not yet been received and time is of utmost importance in this project.

The agreement with the Porterville Unified School District provides for the City to construct the parking lot in front of the Santa Fe Elementary School and to provide for the school's library to be located within the Neighborhood Community Center. This project has met with substantial delays while dealing with mitigation of the various environmental issues, resulting in the necessity to begin construction expeditiously to meet the school's requirements.

In light of the agreement with the School District, Council could award the base bid to the low bidder with the understanding that staff will be considering one or more change orders to reduce the cost of the project. Pursuant to Section 3-2.1 of the Standard Specifications for Public Works Construction (the Greenbook), “the Agency may change the Plans, Specifications, character of the work, or quantity of work provided that the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract price”. Changes recommended by the Architect may include the removal of the canopy that connects the Neighborhood Community Center to the Santa Fe Elementary School multi-use building and the gazebo/shade structure located on the grounds west of the building.

Consultation with the Architect indicates that if the City desires to reject all bids for the Neighborhood Community Center and proceed with drafting plans for the parking lot alone, the time frame from the date of notification to the architect for the plans to be drawn and the date of completion of construction would be 123 days. The timeframe is adequate to complete the Santa Fe School parking lot in time for the school's scheduled opening, if Council should authorize staff to request bids no later than the March 16, 2004 City Council meeting.

Should the project be returned to the architect for "value engineering" to allow for the construction of the Neighborhood Community Center building, concession center, and baseball field, a significant delay in construction may occur. In addition to the time delay, any substantial change to the project may result in additional costs for redesign and bidding. Further, the actual monetary savings is uncertain.

Additionally, the funding is contingent upon close of escrow of the Neighborhood Community Center. Escrow is estimated to close prior to March 15, 2004. Should Council elect to award the bid, staff recommends that the award be contingent upon close of escrow.
OPTIONS FOR CITY COUNCIL CONSIDERATION:

1. Upon close of escrow for the property, award the Neighborhood Community Center Project to Zumwalt Construction in the amount of $2,701,000, authorize progress payment up to 90% of the contract amount, and authorize a 10% contingency to cover unforeseen construction costs, and authorize staff to work with architect to process change orders as feasible to reduce the overall costs; or

2. Upon close of escrow for the property, award the Neighborhood Community Center Project to Zumwalt Construction in the amount of $2,701,000, authorize progress payment up to 90% of the contract amount, and authorize a 10% contingency to cover unforeseen construction costs; or

3. Reject all bids and authorize the design of the Santa Fe School parking lot as a separate project while the architect revises plans to scale back the cost of the project.

Based on the short time frame to construct the project that serves the School District, as well as the City, the uncertainty of monetary savings by revising the plans, and the sheer length of time the project has taken to come to fruition, staff is recommending that the City Council approve Option 1 to award the bid for construction of the base bid project. Staff will, as stated, work with the architect and process change orders as feasible to reduce the overall costs.

RECOMMENDATION: That City Council approve Option 1 and authorize Mayor to sign all necessary documents.

Attachment: Locator Map
SUBJECT: ACCEPTANCE OF APPRAISED VALUE OF RIGHT OF WAY FOR PROPERTY LOCATED AT APN NO. 245-390-011 – GENARO VAZQUEZ MARTINEZ & MAGENCIO VAZQUEZ VAZQUEZ - HENDERSON AVENUE RECONSTRUCTION PROJECT

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: Genaro Vazquez Martinez and Magencio Vazquez Vazquez, owners of property located at APN No. 245-390-011, have accepted the appraised value of $6,040 for the 1,496 square feet of right-of-way located at 2121 W. Henderson Avenue.

The City recently had the property appraised by Timothy J. Simon, MAI, a Certified General Real Estate Appraiser. The appraisal came in at $6,040.00 for the 1,496 square feet needed for the project. This appraisal is available in the Community Development Department for your review.

This acquisition is a requirement for the Henderson Avenue reconstruction project.

RECOMMENDATION: That City Council:

1. Authorize staff to begin escrow, with the City paying escrow fees;
2. Authorize staff to make payment to Genaro Vazquez Martinez and Magencio Vazquez Vazquez in the amount of $6,040.00 after completion of escrow;
3. Authorize the Mayor to sign all necessary documents; and
4. Authorize staff to record all documents with the County Recorder.

ATTACHMENTS:

1. Right-Of-Way Take Map
2. Grant Deed
3. Resolution

DD_____ APPROPRIATED/FUNDED_____ CM_____ ITEM NO._______
ADDITIONAL RIGHT OF WAY TO BE ACQUIRED — 1496.00 SQ. FT.

Henderson Avenue

GENARO VASQUEZ MARTINEZ AND MAGENCIO VASQUEZ
A.P.N. 245-390-011
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENTS TO:

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

GRANT DEED
(INDIVIDUAL)

<table>
<thead>
<tr>
<th>Atlas Sheet</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Street/Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>E3</td>
<td>28</td>
<td>21S</td>
<td>27E</td>
<td>Henderson Ave.</td>
</tr>
</tbody>
</table>

_Genaro Vazquez Martinez, a single man, and Magencio Vazquez Vazquez, a single man, as Joint Tenants GRANT to
the CITY OF PORTERVILLE, a Municipal Corporation, all that real property in the City of Porterville, County of Tulare,
State of California, described as:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.
The grantor further understands that the present intention of the grantee is to construct and maintain a public street and underground utilities on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said street.
(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this 19th day of February 2004

[Signature]
Genaro Vazquez Martinez

[Signature]
Magendo Vazquez Vazquez

STATE OF CALIFORNIA

County of

On this the 19th day of February 2004, before me, REBECCA S. WEST, NOTARY PUBLIC, Name, Title of Officer-E.G., "Jane Doe, Notary Public"

personally appeared GENARO VAZQUEZ MARTINEZ & MAGENDO VAZQUEZ VAZQUEZ Name(s) of Signer(s)

□ personally known to me
☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Rebecca S. West

(Notary Public's signature in and for said County and State)
EXHIBIT "A"

The South 17.00 feet of the North 42.00 feet of that portion of the West half of the Northeast quarter of the Northwest quarter of Section 28, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, described as follows:

Beginning at the Northeast corner of said West half of the Northeast quarter of the Northwest quarter of said Section 28; thence West along the North line of said Section 28, 88.00 feet; thence South parallel with the East line of said West half of the Northeast quarter of the Northwest quarter, 495.00 feet; thence East parallel with the North line of said Section 28, 88.00 feet to the East line of said West half of the Northeast quarter of the Northwest quarter; thence North along said East line 495.00 feet to the point of beginning.

APN: 245-390-011
ADDITIONAL RIGHT OF WAY TO BE ACQUIRED - 1496.00 SQ. FT.

Henderson Avenue

GENARO VASQUEZ MARTINEZ 
AND MAGENCIO VASQUEZ 
A.P.N. 245-390-011

NORTH
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR PUBLIC STREET AND UNDERGROUND UTILITIES PURPOSES FROM GENARO VAZQUEZ MARTINEZ AND MAGENCIO VAZQUEZ VAZQUEZ

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee from Genaro Vazquez Martinez and Magencio Vazquez Vazquez, for public street and underground utility purposes, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit “A” and Exhibit “B” attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the purchase price of $6,040.00 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

__________________________________________
Richard M. Stadtherr, Mayor

ATTEST:

John Longley, City Clerk

__________________________________________
By: Georgia Hawley, Deputy
EXHIBIT "A"

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APN: 245-390-011
EXHIBIT B

ADDITIONAL RIGHT OF WAY TO BE ACQUIRED — 1496.00 SQ. FT.

Henderson Avenue

CENARO VASQUEZ MARTINEZ
AND MAGENCIO VASQUEZ VASQUEZ
A.P.N. 245-390-017
SUBJECT: UPDATE ON THE CIEDB LOAN PROCESS AND ON THE WASTE DISCHARGE REQUIREMENT (WDR) PROJECTS

SOURCE: Public Works Department - Engineering Division

COMMENT: On March 4, 2003, Council authorized staff to enter into a service agreement with Bartle Wells & Associates to prepare an application for a CIEDB loan. Bartle Wells prepared and submitted the loan documents to CIEDB on October 30, 2003. Bartle Wells assumed that their submittal was complete and satisfactory. Subsequent telephone calls to and from CIEDB gave City staff the impression that the submitted package was complete.

On January 19, 2004, staff met with a representative of the CIEDB. CIEDB presented a list of documents needed to complete the package, as well as, a request for further explanation on a few items. Staff submitted the requested documents on February 6, 2004.

On February 9, 2004, CIEDB provided written notice requesting additional information and informed staff that the City must have "site control" of the 160 acre site that is a component of the Cease & Desist Order. To date, Staff has not been successful in convincing CIEDB that the loan is needed first to purchase the 160 acres. CIEDB rules require that the property be in the City’s possession or, as a minimum, that an “offer to purchase” with agreed upon price be executed between the principals. Absent site control, CIEDB will not seek loan approval from their Board at their March 16, 2004 meeting.

In April, 2003, staff presented a list of capital projects with “Start of Activity” dates to the Regional Water Quality Control Board (RWQCB). Each project plays a key role in the City’s effort to lift the Cease & Desist Order currently in place. The projects and activity start dates are as follows:

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Activity Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Land Acquisition</td>
<td>August 2003</td>
</tr>
<tr>
<td>2. Const New Percolation Ponds</td>
<td>December 2003</td>
</tr>
<tr>
<td>3. Const Paved Sludge Stockpile Area</td>
<td>March 2004</td>
</tr>
<tr>
<td>4. Const Additional Sludge Drying Beds</td>
<td>June 2004</td>
</tr>
<tr>
<td>5. Const Irrigation Pipeline &amp; Land Leveling</td>
<td>August 2005</td>
</tr>
<tr>
<td>6. Remove &amp; Dispose of Buried Sludge</td>
<td>December 2005</td>
</tr>
<tr>
<td>7. Remove Plum Trees &amp; Level 30 Acres</td>
<td>June 2006</td>
</tr>
<tr>
<td>8. Nitrification/de-Nitrification (if needed)</td>
<td>June 2006</td>
</tr>
</tbody>
</table>

Dir Appropriated/Funded CM Item No. 6
Current Status of Items 1 - 8
1. Currently pursuing "site control."
2. Construction of temporary ponds (14 acres) completed 2/19/04.
5. Irrigation pipeline & land leveling - no change from original schedule.
6. Remove & dispose of buried sludge - no change from original schedule.
7. Remove plum trees/level 30 acres - no change from original schedule.
8. Nitrification/de-nitrification - no change from original schedule.

On February 10, 2004, staff met with the Regional Water Quality Control Board (RWQCB) staff and provided an update on the status of each task outlined above. RWQCB staff appreciated the information and informed the City that deadlines imposed by the RWQCB could not be extended.

RWQCB did recognize the City’s "good faith" effort in trying to accomplish the various tasks. Because of these efforts, the Board indicated that there would not, in all likelihood, be any repercussions due to missed deadlines, provided the City continue their efforts in completing the necessary tasks. RWQCB also requested that the City keep them informed of the City’s progress and alert them to any concerns before they become problematic.

Staff will continue to monitor all aspects of the project details and will keep Council abreast of all progress and further developments.

RECOMMENDATION: For information only
SUBJECT: PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT - CONSTRUCTION OF CURB, GUTTER AND SIDEWALK FOR CORE AREAS 1, 2, 3 & 4

SOURCE: Public Works Department - Engineering Division

COMMENT: The Department of Transportation has submitted Program Supplement Agreements Numbered 021-M, 022-M, 023-M and 024-M, and requests that the City execute said agreements. The executed agreements become a part of the Local-State Master Agreement No. 06-5122.

The Program Supplements attached herein are for construction of the four areas of the Core Area Curb, Gutter and Sidewalk Project, generally located south of Henderson Avenue, north of Highway 190, east of Highway 65 and west of Plano Street. Said agreement describes the special covenants with which the City must comply.

RECOMMENDATION: That the City Council:

1. Approve the subject program supplements by passing a resolution authorizing the Mayor to sign the subject program supplements; and

2. Direct staff to return the signed program supplements to CalTrans.

Locator Maps
Resolution

BSR Y:\Engineering\Council Item\Program Supplement to the Local Agency-State Master Agreement - Core Area Project.wpd

Dir Bsr Appropriated/Funded CM Item No.7
This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/14/97 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 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:
CORE AREA 3 - in the City of Porterville at 8 various locations. Proj locations are shown on the Auth/Agmt Summary (E-76).

TYPE OF WORK: Construct curb, gutter and sidewalk

<table>
<thead>
<tr>
<th>Estimated Cost</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
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<td>$242,751.00</td>
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<tr>
<td></td>
<td></td>
<td>OTHER $0.00</td>
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</tbody>
</table>

CITY OF PORTERVILLE

By __________________________________________

Date ___________________________________________________________________

Attest ___________________________________________________________________

Title __________________________________________

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

Accounting Office ____________________________ Date 1-28-04

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Statutes</th>
<th>Item</th>
<th>Year</th>
<th>Program</th>
<th>BC</th>
<th>Category</th>
<th>Fund Source</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
SPECIAL COVENANTS OR REMARKS

1. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

2. The ADMINISTERING AGENCY will reimburse the STATE for the ADMINISTERING AGENCY share of costs for work requested to be performed by the STATE.

3. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Project Implementation.

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

5. The ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act and OMB A-133 if it receives a total of $300,000 or more in federal funds in a single fiscal year. The federal funds received under this project are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning & Research. OMB A-133 superseded OMB A-128 in 1996. A reference to OMB A-128 in a Master Agreement (if any) is superseded by this covenant to conform to OMB A-133.

6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS#33
SPECIAL COVENANTS OR REMARKS

P. O. Box 942874
Sacramento, CA  94274-0001

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual and LPP 01-06.

7. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available for new phase(s) of work 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.

8. 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).

9. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (5) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting.
SPECIAL COVENANTS OR REMARKS

on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.
This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/14/97 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 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 setforth on the following pages.

PROJECT LOCATION:
CORE AREA 4 - in the City of Porterville at 34 various locations. Proj locations are shown on the Auth/Agmt Summary (E-76).

TYPE OF WORK: construct curb, gutter and sidewalk

<table>
<thead>
<tr>
<th>Estimated Cost</th>
<th>Federal Funds</th>
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<th>OTHER</th>
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</tbody>
</table>

CITY OF PORTERVILLE

By

Date

Attest

Title

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

Accounting Officer

Date 1/26/04

<table>
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<tr>
<th>Chapter</th>
<th>Statutes</th>
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<th>Program</th>
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<th>AMOUNT</th>
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SPECIAL COVENANTS OR REMARKS

1. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

2. The ADMINISTERING AGENCY will reimburse the STATE for the ADMINISTERING AGENCY share of costs for work requested to be performed by the STATE.

3. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Project Implementation.

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

5. The ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act and OMB A-133 if it receives a total of $300,000 or more in federal funds in a single fiscal year. The federal funds received under this project are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning & Research. OMB A-133 superceded OMB A-128 in 1996. A reference to OMB A-128 in a Master Agreement (if any) is superceded by this covenant to conform to OMB A-133.

6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS#33
SPECIAL COVENANTS OR REMARKS

P. O. Box 942874
Sacramento, CA  94274-0001

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual and LPP 01-06.

7. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available for new phase(s) of work 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.

8. 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).

9. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (5) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

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SPECIAL COVENANTS OR REMARKS

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The Administering Agency further stipulates that as a condition to the payment by 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:**
CORE AREA 2 - in the City of Porterville at 27 various locations. Proj locations are shown on the Auth/Agmt Summary (E-76).

**TYPE OF WORK:** Construct curb, gutter and sidewalk

<table>
<thead>
<tr>
<th>Estimated Cost</th>
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<th>Matching Funds</th>
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<tbody>
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<td>$63,757.00</td>
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</table>

**CITY OF PORTERVILLE**

By ______________________________

Date ______________________________

Attest ______________________________

Title ______________________________

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

**Accounting Officer** /M V M e n f a i l/ Date 1/28/04 $492,105.00

<table>
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<tr>
<th>Chapter</th>
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6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

   Department of Transportation
   Division of Accounting
   Local Programs Accounting Branch, MS#33
SPECIAL COVENANTS OR REMARKS

P. O. Box 942874
Sacramento, CA 94274-0001

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual and LPP 01-06.

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8. 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).

9. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (5) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting.
SPECIAL COVENANTS OR REMARKS

on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.
This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/14/97 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 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 setforth on the following pages.

PROJECT LOCATION:
CORE AREA 1 - in the City of Porterville at 43 various locations. Project locations are shown on the Auth./Agmt Summary (E-76).

TYPE OF WORK: Construct curb, gutter and sidewalk

<table>
<thead>
<tr>
<th>Estimated Cost</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>LENGTH: 0 (MILES)</th>
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<tbody>
<tr>
<td>Q400 1,128,694.00</td>
<td>$999,232.00</td>
<td>LOCAL $129,462.00</td>
<td>OTHER $0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

CITY OF PORTERVILLE

BY

Date

Attest

Title

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

Accounting Officer: [Signature] Date 1/28/04 $999,232.00

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Statutes</th>
<th>Item</th>
<th>Year</th>
<th>Program</th>
<th>HC</th>
<th>Category</th>
<th>Fund Source</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
SPECIAL COVENANTS OR REMARKS

1. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

2. The ADMINISTERING AGENCY will reimburse the STATE for the ADMINISTERING AGENCY share of costs for work requested to be performed by the STATE.

3. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Project Implementation.

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

5. The ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act and OMB A-133 if it receives a total of $300,000 or more in federal funds in a single fiscal year. The federal funds received under this project are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning & Research. OMB A-133 superseded OMB A-128 in 1996. A reference to OMB A-128 in a Master Agreement (if any) is superseded by this covenant to conform to OMB A-133.

6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS#33
SPECIAL COVENANTS OR REMARKS

P. O. Box 942874
Sacramento, CA 94274-0001

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual and LPP 01-06.

7. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available for new phase(s) of work 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.

8. 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).

9. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (5) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting...
on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.
RESOLUTION NO. ________


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 Nos. 021-M, 022-M, 023-M and 024-M to Local Agency-State Master Agreement No. 06-5122, covering construction for the four areas of the Core Area Curb, Gutter and Sidewalk Project.

ADOPTED this 2nd day of March, 2004.

____________________________________
Richard M. Stadtherr, Mayor

ATTEST:

John Longley, City Clerk

____________________________________
By Georgia Hawley, Deputy
CITY COUNCIL AGENDA: MARCH 2, 2004

SUBJECT: APPOINTMENT TO CDBG CITIZENS’ ADVISORY AND HOUSING OPPORTUNITY COMMITTEE

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On February 3, 2004, the City Council appointed six of the seven existing committee members to another one year term on the Community Development Block Grant (CDBG) Citizens’ Advisory and Housing Opportunity Committee. The seventh member of the committee asked not to be reappointed for another term. The City then posted the availability of this vacant position and also asked for recommendations from the committee members to fill this position.

Staff has received one nominee for this position. Mr. Ruben Fuentes has submitted his name for nomination and has voiced his willingness and enthusiasm for serving on this committee. Mr. Fuentes is employed with the State of California, Department of Corrections Office of Investigative Services - Central Region in Bakersfield, but he grew up in Porterville and currently resides within a low and moderate income area of the city. Since the adopted Citizen Participation Plan places particular emphasis on such representation, Mr. Fuentes is certainly qualified for the position. Mr. Fuentes had been a member of the City’s Long Range Planning Committee, but since this committee has been disbanded, he would like to continue serving the City in this new capacity.

RECOMMENDATION: That the City Council appoint Mr. Ruben Fuentes to a one year term on the CDBG Citizens’ Advisory and Housing Opportunity Committee.

ATTACHMENT: Resume of Reuben Fuentes
Ruben C. Fuentes  
218 East Oak Avenue  
Porterville, California 93257-3944  
Voice mail: (559) 781-8459  
Electronic mail: roobz@sbcglobal.net

ACADEMIC DEGREES/EXPERIENCE

09/2001-Present  California State University Bakersfield (CSUB), Bakersfield, California. Enrolled in Master of Science Degree in Public Administration. Anticipated completion date Spring 2004 (Accredited by the Western Association of Colleges and Schools).

08/2001  Southern Illinois University (SIU), Riverside, California. Earned Bachelor of Science Degree in Education with an emphasis in Workforce Education and Development (Accredited by the North-Central Association of Colleges and Schools).

05/2000  Trinity College & University (TCU), Aberdeen, South Dakota. Earned Bachelor of Science Degree in Criminal Justice based on previous formal education, formal training and professional work experience (Accredited by the Association of Private Colleges and Universities and by the Association for Online Academic Excellence).

ACADEMIC HONORS/AWARDS

10/2001  Golden Key International Honor Society, Atlanta, Georgia. Inducted into scholastic organization, which recognizes the highest achieving students at Southern Illinois University (SIU) and select universities worldwide. Award places inductees among an exclusive group of students distinguished by their remarkable academic talent and accomplishments.

06/2000-08/2001  Southern Illinois University (SIU), Riverside, California. Dean’s list-College of Education and Human Services.

PROFESSIONAL WORK EXPERIENCE

1/2003-Present  Special Agent, State of California Department of Corrections-Office of Internal Affairs, Criminal Team, Bakersfield, California. Resumed the duties of Special Agent and the serving of the Criminal Team Supervisor in the absence of the Senior Special Agent.

10/2002-12/2002  Senior Special Agent (Acting), State of California Department of Corrections-Office of Internal Affairs, Criminal Team, Bakersfield, California. Performed the duties of a Senior Special Agent supervising the Criminal Team in an out-of-class capacity.

12/1999-9/2001  Special Agent, State of California Department of Corrections-Office of Internal Affairs-Criminal Team, Bakersfield, California. Conducted criminal and administrative investigations involving allegations of employee misconduct. Member of the Central Region Deadly Force Investigation Team (DFIT), which investigates all use of force incidents involving death or great bodily injury. Testified in state criminal courts and state personnel board hearings. Served as the Criminal Team Supervisor in the absence of the Senior Special Agent.
Senior District Attorney Homicide Investigator. Fresno County District Attorney's Office, Fresno, California. Conducted follow-up criminal investigations regarding violent crimes against persons, including homicides, questionable deaths, robberies, assault with deadly weapons and other felonies. Conducted officer involved shootings investigations and other use of force incidents involving peace officers. Assisted Deputy District Attorneys with preparing cases for court litigation. Served as the Unit Supervisor in the absence of the Supervising Senior.

Senior Robbery/Homicide Detective. Fresno County Sheriff's Department, Fresno, California. Conducted the duties of a Robbery/Homicide Detective with additional duties of field and office training new Detectives. Served as the Unit Supervisor in the absence of the Detective Sergeant.

Robbery/Homicide Detective. Fresno County Sheriff's Department, Fresno, California. Conducted criminal investigations regarding violent crimes against persons, including homicides, suicides, questionable deaths, robberies, assaults with deadly weapons and other felonies, and custodial death investigations. Conducted officer involved shootings and other use of force incidents. Conducted criminal investigations on field officers and correctional officers as needed. Assisted Internal Affairs with Spanish speaking complainants and witnesses. Authored and served search and arrest warrants. Testified in state and federal courts, parole revocation hearings and other administrative hearings.


Uniform Patrol Deputy. Fresno County Sheriff's Department, Fresno, California. Responded to emergency and non-emergency calls for service and investigated traffic accidents. Conducted preliminary investigations to include crime scene investigations. Prepared neat, accurate and complete reports. Testified in state and federal courts.

Shift Supervisor (Officer-In-Charge). Lindsay Police Department, Lindsay, California. Supervised full-time and reserve sworn officers and non-sworn personnel with their day-to-day activities, duties and responsibilities of the police department's patrol work shift. Field and office trained full-time and reserve officers. Supervised the preliminary and the culminating investigative process.

Uniform Patrol Officer. Lindsay Police Department, Lindsay, California. Responded to emergency and non-emergency calls for service and investigated traffic accidents. Conducted preliminary and culminating investigations to include crime scene investigations. Prepared neat, accurate and complete reports. Testified in state courts.

PEACE OFFICER STANDARDS AND TRAINING (P.O.S.T.) CERTIFICATION

1999 Advanced Peace Officer Standard & Training Certification
1996 Intermediate Peace Officer Standard & Training Certification
1989 Basic Peace Officer Standard & Training Certification
OTHER LAW ENFORCEMENT EXPERIENCE/TRAINING

11/2002-Present Reserve Investigator, Lindsay Police Department, Lindsay, California. Conduct follow-up investigations on previously committed homicide cases.


1988 Graduate of the Tulare-Kings Counties Police Academy.

PROFESSIONAL ORGANIZATION AFFILIATION

California District Attorneys Association
California Homicide Investigators Association
California Peace Officers Association
Fresno County Deputy Sheriffs Association
Peace Officers Research Association of California

UNITED STATES MILITARY AFFILIATION/EXPERIENCE/AWARDS

1997-Present Member of American Legion Post 20, Porterville, CA.

1982-1991 Served as a Tactical Communications Chief in a United States Army National Guard Mechanized Infantry Unit. Supervised combat communication operators and technicians with the deployment of combat infantry communication systems. Served as the Company Commander's Tactical Operations Sergeant. Earned the rank of Sergeant. Honorably Discharged.

1982-1991 Military Service Medals/Ribbons

Army Reserve Components Achievement Medal (ARCAM)
Army Reserve Components Overseas Training Ribbon (ARCOTR)
Army Service Ribbon (ASR)
California Commendation Medal (CACM)
California Drill Attendance Ribbon⁵ (CDAR)
California Good Conduct Ribbon (CAGCR)
National Defense Service Medal (NDSM)

1983 Graduate of the Army Basic Training Academy, Fort Bliss, Texas.

1983 Graduate of the Army Advanced Individual Training (AIT), Fort Still, Oklahoma.

OTHER EXPERIENCE/SKILLS

Certified Voice Stress Analyzer Examiner-Truth Verification (Lie Detection)
Certified Computerized Composite Composer
Computer Hardware and Software knowledgeable
Fluent in the Spanish language

REFERENCES Available upon request.

⁵ Awarded on five separate occasions.
SUBJECT: REQUEST FOR ENCROACHMENT PERMIT - PRESS SHOP

SOURCE: Public Works Department - Engineering Division

COMMENT: Staff has received a request from the Press Shop at the northeast corner of Olive Avenue and Hockett Street (12 W. Olive Avenue) to encroach into City right of way. The actual encroachment is proposed along Hockett Street. The applicant proposes to extend the roof vertically approximately five (5) feet, with a roof eave that overhangs approximately two (2) feet into the right of way.

The applicant has paid the applicable fee and has signed the standard encroachment agreement.

RECOMMENDATION: That City Council:

1. Approve the encroachment request subject to the terms of the encroachment agreement and in compliance with all applicable City building codes and ordinances; and

2. Authorize the Mayor to sign Encroachment Agreement No. 21-2004.

ATTACHMENTS: Locator Map
Encroachment Agreement No. 21-2004
ENCROACHMENT AGREEMENT 21-2004

THIS ENCROACHMENT AGREEMENT is entered into at Porterville, California, by and between the CITY OF PORTERVILLE, hereinafter referred to as the "CITY", and Richard Hamilton, hereinafter referred to as "Property Owner", on __________ ________________, 2004.

RECATALS

WHEREAS, the "City" by Section 20-1.2, of the City of Porterville Municipal Code, requires City Council approval of occupancy within the public right of way by executing an encroachment agreement.

WHEREAS, this agreement grants to "Property Owner" the right to encroach upon certain property of the "CITY"; and,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The "CITY" hereby grants to "Property Owner" the right to encroach into the public right-of-way at the Northeast corner of Olive Avenue and Hockett Street (12 West Olive Avenue) for the purpose of construction of a 2-foot roof overhang into the City's right of way.

2. In exercising this right to encroach upon "CITY" property, "Property Owner" agrees and does hereby indemnify, save and hold harmless the "CITY", its agents, officers and employees against and from all damages, (including death) judgments, claims, demands, expenses, costs, (including attorney's fees) and expenditures, and against all loss which the "CITY" or such officers, agents, or employees may suffer, or which may be recoverable from or obtainable against the "CITY" or such officers, agents, or employees,
proximately caused by or growing out of, or in any way connected with the placing, erection or maintenance of said encroachment. "Property Owner" further agrees that upon fifteen (15) days written notice by the "CITY" that they will, at their own cost and expense, remove said encroachment and place said property in as like a condition as possible prior to the encroachment construction. The "CITY" agrees that it will not terminate this agreement unless and until said property encroached upon may be required for street widening, sidewalk purposes, or other public improvements.

3. "Property Owner" further agrees that the promises herein contained shall be binding upon their heirs, successors, or assigns or any other person or firm that may now be, or hereafter, an owner of the real property or any part thereof, set forth in Section 1 of this agreement.

Date: ______________________

Richard J. Hamilton, Owner

APPROVED BY
CITY OF PORTERVILLE
A Municipal Corporation

Michael K. Reed
City Engineer

Richard M. Stadtherr
Mayor
SUBJECT: SECOND READING - ORDINANCE 1649, ZONING ORDINANCE AMENDMENT 1-2004

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: Ordinance No. 1649, amending Zoning Ordinance No. 1198 pertaining to consideration of General Plan Amendments, was given First Reading on February 17, 2004, and has been printed.

RECOMMENDATION: That Council give Second Reading to Ordinance No. 1649, then waive further reading, and adopt said ordinance.

Attachment: Ordinance No. 1649
ORDINANCE NO. 1649

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING ORDINANCE NO. 1198,
BEING THE ZONING ORDINANCE OF THE PORTERVILLE
MUNICIPAL CODE, PERTAINING TO CONSIDERATION
OF GENERAL PLAN AMENDMENTS

WHEREAS: On December 16, 2003, during the course of evaluating the Community
Development Department involvement with a variety of committees, the City Council voted to
eliminate the Long Range Planning Committee; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of
February 17, 2004, conducted a public hearing to consider General Amendment of the Zoning
Ordinance 1-2004, deleting provisions to Article 27 of the Zoning Ordinance of the City of
Porterville; and

WHEREAS: The proposed General Amendment of the Zoning Ordinance will delete from
the General Plan Amendment process, references to the Long Range Planning Committee which was
eliminated by the City Council on February 17, 2004.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville
does hereby amend Ordinance No. 1198 as follows:

SECTION 1: Article 27 is hereby amended to read as follows:

SECTION 2704: Authority to Grant General Plan Amendments.
A. The City Council shall have authority to initiate General Plan Amendments and
to grant General Plan Amendments pursuant to the provisions of this Article.
Any General Plan Amendment shall not constitute a grant of special privilege
inconsistent with the limitations upon other properties.

SECTION 2705: Application for and Initiation of General Plan Amendments
A. Hearings on General Plan Amendments shall be initiated in any of the following
manner:
1. By verified application of any interested person or persons;
2. By resolution of the City Council.

B. Upon filing with or adoption by the City Council of any such application or
resolution, the proposal shall be submitted to the Community Development
Department for review and processing. The Department, in conjunction with
the Project Review Committee, shall review the proposal and make a
recommendation to the City Council regarding the appropriateness of the
General Plan Amendment for the benefit of the City of Porterville and under the
criteria contained within the body of the General Plan.

C. Following consideration of the proposed General Plan Amendment, City Staff
shall prepare the appropriate level of environmental review as determined by the
California Environmental Quality Act of 1970 (as amended) (CEQA) and by
adopted policy of the City of Porterville.
D. After the required environmental review documents are complete, the City Council shall hold a public hearing thereon, and such additional public hearings as the Council deems necessary. The Council or the City Clerk shall set the time and place for such hearing(s).

E. Procedures for such hearings shall be substantially as provided in the following named Zoning Ordinance sections. Said provisions are as follows: Section 2701 (Notice of Hearings), paragraphs A, B, and C; Section 2702 (Hearings, etc.), paragraphs A, B, F and G; Section 2703 (Decision, etc.), paragraphs A, B and C.

SECTION 2706: City Council Action is Final.

The decision of the Council shall be final. The City Clerk shall cause a copy of its resolution to be mailed to the applicant within ten (10) days from the date of adoption thereof.

SECTION 2: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

Richard M. Stadtherr, Mayor

ATTEST:

John Longley, City Clerk
SUBJECT: ESTABLISHMENT OF A BANNER POLICY

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT – ECONOMIC DEVELOPMENT

COMMENT: On November 1, 1994, City Council approved a budget amendment for an All-America City promotional program to fund banners, street signs, decals, and the painting of the All-America City logo on each of the three (3) water tanks. The program funding was the utilization of revenue derived from the Affinity credit card program. On August 15, 1995, Council awarded a contract for the design, manufacture, and installation of All-America City street banners on Main Street and major arterials. On June 23, 1998, Council approved the purchase of additional banners to be displayed along the Olive Avenue median island expansion.

The Affinity credit card program returns the City with a percentage of the fees and charges paid to be used for a pre-determined public benefit cause. Although there is no record of a pre-determined public benefit, it is believed that the funds were to be used for the promotion of the City through the display of banners, etc. The Finance Department has indicated that the Affinity credit card program generates approximately $4,000 per year which is absorbed into the General Fund.

The All-America City banners are showing signs of years of use and have become faded, soiled, and tattered. There is currently no policy for the replacement of street banners. Consultations with other cities that display banners indicate there is no standard for the frequency of banner replacement. Banners may be replaced on an annual or as-needed basis. In addition, some cities hang banners dependent upon the season or current events. Banner designs may be customized or selected from a variety of manufacturer stock designs.

Assuming funds are available to actively manage a banner program, Staff recommends a banner policy be established that includes the frequency of banner replacement, design of banner, and provision for funding of banners. Said policy may include the following:

a) Banners shall be replaced by the City at a frequency of no more than annually and no less than every ten years.

b) Faded, soiled, and tattered banners shall be replaced immediately.

c) Change in design of banners shall be submitted to City Council for approval.
d) Funding from the Affinity credit card program for banner replacements shall be incorporated into the City’s budget. Funding options may also include promotional activities and community donations. Costs shall be amortized to provide for future replacement.

e) Banners, other than those designed and provided by the City, shall be reviewed and approved by the Community Development Director on a case-by-case basis. Such banners shall be for specific promotions or events and shall not be displayed for a period of more than one year from the date of approval.

The City will be the host to several events in the coming months; Iris Festival, All-America City conference, and Veterans’ Day parade to name a few. The banners displayed during these and other events should be reflective of a city that is proud of its offerings to its citizens, visitors, and businesses. The cost of replacing the existing banners along Main Street, Henderson Avenue, and Olive Avenue is estimated to be $9,500 - $13,500 based on three (3) and four (4) color designs.

With the exception of the approximately $4,000 received from the Affinity credit card program, there are currently no funds allocated for the replacement of the existing banners and existing resources are in high demand. In an effort to display respectable banners, staff is recommending that on an interim basis, torn and faded banners be removed and remaining banners be consolidated along Main Street and areas next to the Highway 65 off-ramps at Olive and Henderson Avenues. Historically, the Public Works Department has made available the services of their employees for this type of activity; however, this department is currently engaged with scheduled work, is short staffed and is therefore not immediately available to undertake this task. The Public Works Department has indicated their willingness to undertake this task as time and work schedules permit. Salaries for the work may be paid utilizing the Affinity funds.

RECOMMENDATION: That the City Council:

1) Authorize the use of the Affinity credit card funds for replacement of banners, setting up a reservation of fund balance for accumulating unexpended funds; and

2) Authorize staff to include banner replacement in the next budget update, based upon availability of funding from the Affinity program, and if funding is not adequate for replacement to continue review for replacement of banners in subsequent budgets; and,
3) Authorize the removal of torn and faded banners, consolidating the remaining banners, subject to the availability of personnel, along Main Street and areas next to the Highway 65 off-ramps at Olive and Henderson Avenues; and

4) Establish a policy for banners to include the frequency of banner replacement, and design of banner.

Attachments: Affinity Credit Card Program Correspondence
CITY OF PORTERVILLE

Affinity Credit Card Program

Presented by Bank of the Sierra

Over the past several years we have seen a variety of credit card affinity programs developed for fraternal and service organizations, alumni and sports booster groups and a number of business organizations such as airlines. One group that seems to be neglected is the local or city community affinity.

Affinity group members not only have the pride that comes with carrying the unique credit card, but the comfort of knowing that a portion of each dollar they charge goes to an affinity group worthy cause.

With these facts in mind Bank of the Sierra has become positioned to offer a unique affinity credit card to all credit worthy individuals in the City of Porterville. The City will only need to furnish the Bank with a current mailing list of utility users. In return the City will earn a percentage of the fees and charges paid by the group member to be used for a pre-determined public benefit cause. We have envisioned the funds to be used for a youth center, park improvements such as play ground equipment or another purpose that will benefit the entire community.

We have done some analysis of these possibilities for income from such a program based on standards in the industry and the results of our program.
Assume: 8,000 utility users
75% credit worth
30% approval & acceptance
75% carry $1,200 average
revising balance

$1,200 x 2,250 accounts

Interest Rate 15.96%
Annual Fee $15.00
City share of
Interest earned 6%
City share of Fees $10.00

$2,700,000 monthly bal. at interest

Based on the assumption above we submit the following income potential for a City of Porterville affinity credit card program.

**ANNUALIZED INCOME ON 1000 ACCOUNTS**

Interest (at $1,200 x 15.96% x 6%) $11,491
Fees 10,000
Total $21,491

**ANNUALIZED INCOME ON 2000 ACCOUNTS**

Interest $22,982
Fees 20,000
Total $42,982

**ANNUALIZED INCOME ON 2250 ACCOUNTS**

Interest $25,355
Fees 22,503
Total $48,358

**ANNUALIZED INCOME ON 3000 ACCOUNTS**

Interest $34,472
Fees 20,000
Total $54,472
We feel that with the growth the City has projected and the quality of citizens coming to the area the 3,500 card level is achievable in a short period of time.

There is no exposure on the part of the City, just more money for special projects and an enhancement of the level of pride that already exists in Porterville.
SUBJECT:  AUTHORIZATION TO NEGOTIATE PLANTING AND IRRIGATION WORK WITH SEQUOIA OFFICE OF THE CALIFORNIA CONSERVATION CORPS – VELB MITIGATION

SOURCE:  COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT:  On March 4, 2003, the City Council considered a number of provisions for Valley Elderberry Longhorn Beetle (VELB) mitigation. Among those items considered was the provision to amend the City’s contract with the biological consultant to include the preparation of a design/build plans for the VELB mitigation site. Wildlands, Inc. is nearing the completion of the plans and specs for the mitigation site construction and staff is looking forward to the construction implementation stage of the project.

In an effort to utilize existing resources and conserve on financial resources, Staff is requesting authorization from the Council to negotiate with the California Conservation Corps to undertake the construction of the mitigation site under the supervision of Wildlands, Inc. The contract with Wildlands, Inc. will require modification as well to account for the construction management and they will be submitting a cost estimate in the next few weeks. Upon completion of the negotiations with the CCC, Staff will bring the item back to the Council as a consent calendar item for approval.

RECOMMENDATION:  That City Council authorize staff to negotiate an agreement with the California Conservation Corps to undertake the construction work on the VELB Mitigation site known as the Headgate Property.
SUBJECT: SHOPPING CART REPORT - SCHEDULE A PUBLIC HEARING FOR A SHOPPING CART ORDINANCE

SOURCE: Public Works Department - Field Services Division

COMMENT: A question has been raised as to how the City deals with abandoned shopping carts. The current policy is to respond to citizen complaints or staff observation of abandoned carts. If it is a small number of carts or a hazard exists, such as blocking drainage facilities, the cart is removed by Field Services staff and stored at the City Yard for owner retrieval.

State law under the Business and Professions Code authorizes cities with ordinances to impound shopping carts.

A synopsis of Section 22435.7 of the Business and Professions Code is as follows:

a. That the retrieval by local government agencies of shopping carts need uniform statewide regulation and shall be governed solely by this section.

b. A shopping cart that has a sign permanently affixed to it identifying the owner or retailer may be impounded by a city provided:
   1. It is located outside the premises or parking area of a retail establishment.
   2. It is not retrieved within three business days from the date the owner of the shopping cart, or his or her agent, receives actual notice from the city of the location.

c. If a shopping cart will impede emergency services, a city is authorized to immediately retrieve the shopping cart from public or private property.

d. The city is authorized to recover its actual costs for providing this service.

e. If impounded by a city pursuant to subdivisions b. and c., they shall be held at a location that is both:
   1. Reasonably convenient to the owner of the shopping cart.
   2. Open for business at least six hours of each business day.

f. A city may fine the owner of a shopping cart in an amount not to exceed fifty dollars ($50) for each occurrence in excess of three during a specified six-month period for failure to retrieve shopping
carts in accordance with this section. An occurrence includes all shopping carts impounded in accordance with this section in a one-day period.

g. Any shopping cart not reclaimed from the city within 30 days of receipt of a notice of violation by the owner of the shopping cart may be sold or otherwise disposed of by the city.

h. This section shall not invalidate any contract entered into prior to June 30, 1996, between a city, county or city and county and a person or business entity for the purpose of retrieving or impounding shopping carts.

i. A shopping cart may be impounded if it is outside the premises or parking area of a retail establishment without providing the three-day advance notice provided that:

1. The owner of the shopping cart is provided actual notice within 24 hours following the impound as to the location where the cart may be claimed.

2. Any shopping cart so impounded shall be held at a location convenient to the owner and open for business at least six hours of each business day.

3. Any shopping cart reclaimed by the owner within three business days following the date of actual notice shall be released to the owner at no charge.

4. Any shopping cart not reclaimed by the owner within three business days following the date of actual notice shall be subject to any applicable fee to recover actual costs or a fine per f. above.

5. Any shopping cart not reclaimed by the owner within 30 days of receipt following the date of actual notice may be sold or disposed of.

Since the City’s present policy is in line with the State ordinance, the City needs to adopt an ordinance to be in compliance.

RECOMMENDATION: That City Council set April 2, 2004, as the date for the hearing of the Shopping Cart Ordinance.
SUBJECT: HILLSIDE/EASTSIDE WATER DEVELOPMENT PLAN

SOURCE: Public Works Department

COMMENT: Development proposals in the Granite Hills High School area have prompted staff to review water service requirements for the area as outlined in the 2001 Water System Master Plan. Request for services by private water purveyors outside the City limits also spurred staff to review our water system capabilities. A Wholesale Water Policy has been adopted as a result of the latter request.

The City of Porterville Water System Master Plan stipulates that water production, via wells, meet maximum day demands plus an additional 3,000 gallons per minute (gpm) for standby purposes. Standby production capacity is required for system reliability. Staff will have the flexibility to perform routine maintenance during maximum day demand situations or drop a well offline due to water quality concerns. Meeting maximum day demands allows effective system operations, such as filling tanks when demand fluctuations occur during the day. Filling tanks is very important during the summer days.

Currently, the City's water well production is near 12,500 gpm. Maximum day demands for a City the size of Porterville is approximately 16,000 gpm. Therefore, water production capabilities should be about 19,000 gpm.

Clearly, the City of Porterville does not meet the criteria of the Master Plan. With that said, staff is looking at a number of options to increase production, including treatment of wells that are offline due to water quality issues, searching for ways to bring new wells online faster and utilizing other sources available to the City. All of these issues are being analyzed while developers continue to promote eastern Porterville growth.

East Porterville properties, specifically the hillside areas, lack municipal water infrastructure. Most notably absent are the series of tanks outlined in the Master Plan that serve the hillside properties. Two 200,000 gallon tanks define Rocky Hill Pressure Zone 1. One 250,000 gallon tank defines Rocky Hill Pressure Zone 2 and another 250,000 gallon tank defines Rocky Hill Pressure Zone 3.
Rocky Hill Pressure Zone 1 will serve the properties between elevations of 520 feet and 580 feet. Rocky Hill Pressure Zone 2 will serve properties between elevations of 580 feet and 640 feet. Rocky Hill Pressure Zone 3 will serve properties between elevations of 640 feet and 720 feet. Rocky Hill Pressure Zone 1 encompasses the Granite Hills High School area, which has been the focus of development proposals to date.

Growth eastward requires practical planning. The essential steps are as follows:

1) Meet maximum daily demand.
2) Provide storage tanks in Rocky Hill Pressure Zone 1.
3) Meet storage requirements within the Central Pressure Zone. The 3,000,000 gallon Martin Hill Tank is the last tank required within the Central Pressure Zone. Construction of the Martin Hill Tank is necessary once the tanks within the Rocky Hill Pressure Zone 1 are serving the residences of that zone. In the interim, the Rocky Hill Pressure Zone 1 Tanks will supplement the Central Pressure Zone.
4) Expand into the higher Rocky Hill Pressure Zones while continuing to meet maximum daily demands.

Initial steps of the water plan are underway. Construction of Well No. 27 is currently underway. A consultant has been selected to design our next five (5) water wells and staff is researching the feasibility of treating wells that are offline due to water quality issues. There are two wells offline that are high in Nitrates and another well offline that is high in Tetrachlor-ethylene (PCE). Another well is also on the verge of going offline due to borderline PCE constituent.

There are two distinct methods for treating Nitrates and PCE. The City can treat surface water and dilute the Nitrates at a facility proposed at the southeast corner of Harrison Avenue and Fourth Street. The treatment facility will blend treated surface water with two wells located in close proximity to the proposed treatment facility site. Surface water can be accessed from the Pioneer Water Company via a pipeline near the subject site during peak summer months.

PCE is treated through a granular activated carbon filtration system referred to as a GAC filtration system. This system would be installed near Hayes Field to treat two wells, which are in close proximity to the proposed PCE treatment facility. One of the wells is currently below the Maximum Contaminant Level and currently online. The second well is above the Maximum Contaminant Level and is offline.

Staff expects an increase of 1,500 gpm once the three wells are brought back online. Treated surface water will increase this number slightly, but an analysis of the treated surface water will determine what the increase production will be.
Staff has prepared a water plan which should satisfy the growth to the east side, while increasing our water production and satisfying the required Central Pressure Zone improvements. The plan is outlined as follows:

1) Design and construct two (2) tanks in Rocky Hill Pressure Zone 1 by October, 2005.

   Estimate of Probable Cost: $1,500,000

2) Design and construct PCE Well Head Treatment Facility by March, 2007.

   Estimate of Probable Cost: $1,400,000


   Estimate of Probable Cost: $1,150,000

4) Design and construct Martin Hill Tank within the Central Pressure Zone per Water System Master Plan by December, 2007.

   Estimate of Probable Cost: $3,200,000

5) Design and construct one tank in Rocky Hill Pressure Zone 2 by October, 2007.

   Estimate of Probable Cost: $1,300,000

   Total: $8,550,000

RECOMMENDATION: That City Council:

1. Direct staff to research funding sources for these projects; and

2. Accept the Eastside/Hillside Water Development Plan as presented.

ATTACHMENTS: Locator Maps

Y:\Engineering\Council Items\Hillside-Eastside Water Development Plan.wpd
SUBJECT: REQUEST FOR ENCROACHMENT PERMIT - PRESS SHOP

SOURCE: Public Works Department - Engineering Division

COMMENT: Staff has received a request from the Press Shop at the northeast corner of Olive Avenue and Hockett Street (12 W. Olive Avenue) to encroach into City right of way. The actual encroachment is proposed along Hockett Street. The applicant proposes to extend the roof vertically approximately five (5) feet, with a roof eave that overhangs approximately two (2) feet into the right of way.

The applicant has paid the applicable fee and has signed the standard encroachment agreement.

RECOMMENDATION: That City Council:

1. Approve the encroachment request subject to the terms of the encroachment agreement and in compliance with all applicable City building codes and ordinances; and

2. Authorize the Mayor to sign Encroachment Agreement No. 21-2004.

ATTACHMENTS: Locator Map
Encroachment Agreement No. 21-2004

Y:\Engineering\Council Items\Request for Encroachment Permit - Press Shop.wpd

Item No. 9
ENCROACHMENT AGREEMENT 21-2004

THIS ENCROACHMENT AGREEMENT is entered into at Porterville, California, by and between the CITY OF PORTERVILLE, hereinafter referred to as the "CITY", and Richard Hamilton, hereinafter referred to as "Property Owner", on 2004.

RECITALS

WHEREAS, the "City" by Section 20-1.2, of the City of Porterville Municipal Code, requires City Council approval of occupancy within the public right of way by executing an encroachment agreement.

WHEREAS, this agreement grants to "Property Owner" the right to encroach upon certain property of the "CITY"; and,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The "CITY" hereby grants to "Property Owner" the right to encroach into the public right-of-way at the Northeast corner of Olive Avenue and Hockett Street (12 West Olive Avenue) for the purpose of construction of a 2-foot roof overhang into the City's right of way.

2. In exercising this right to encroach upon "CITY" property, "Property Owner" agrees and does hereby indemnify, save and hold harmless the "CITY", its agents, officers and employees against and from all damages, (including death) judgments, claims, demands, expenses, costs, (including attorney's fees) and expenditures, and against all loss which the "CITY" or such officers, agents, or employees may suffer, or which may be recoverable from or obtainable against the "CITY" or such officers, agents, or employees,
proximately caused by or growing out of, or in any way connected with the placing, erection
or maintenance of said encroachment. "Property Owner" further agrees that upon fifteen
(15) days written notice by the "CITY" that they will, at their own cost and expense, remove
said encroachment and place said property in as like a condition as possible prior to the
encroachment construction. The "CITY" agrees that it will not terminate this agreement
unless and until said property encroached upon may be required for street widening,
sidewalk purposes, or other public improvements.

3. "Property Owner" further agrees that the promises herein contained shall be
binding upon their heirs, successors, or assigns or any other person or firm that may now
be, or hereafter, an owner of the real property or any part thereof, set forth in Section 1 of
this agreement.

Date: ______________________

Richard J. Hamilton, Owner

APPROVED BY
CITY OF PORTERVILLE
A Municipal Corporation

Michael K. Reed
City Engineer

Richard M. Stadtherr
Mayor
SUBJECT: Consideration of Nominating A Representative for The Indian Gaming Local Community Benefit Committee

SOURCE: CITY MANAGER

Invitations have been received from representatives of the County of Tulare and the Tule River Tribal Council for a member of the City Council to be nominated to serve on Tulare County’s Indian Gaming Local Community Benefit Committee. Once the nomination is submitted, it would be evaluated by both the Board and Council and if concurrence is achieved, the member of the City Council will be appointed.

The Indian Gaming Local Community Benefit Committee shall be composed of seven (7) representatives. Two (2) of the representatives are from the County, selected by the Board. Another two (2) are selected by the “recommendation of a majority of the tribes paying into the Indian Gaming Special Distribution Fund . . . .”

Three (3) members may be elected representatives from cities within four (4) miles of the tribal casino. Since no city is located within four (4) miles from the Eagle Mountain Casino, the appointment of three members to the Committee is accomplished by the provision where, “. . . other local representatives may be selected upon mutual agreement by the county board of supervisors and a majority of the tribes paying into the Indian Gaming Special Distribution Fund in the county.”

The legislation, SB 621, has been attached to this staff report. It outlines how the funds are collected and distributed and the basis for grants to local governments.

Recommendation:

Nominate a member of the City Council to serve on the Indian Gaming Local Community Benefit Committee. The nomination will be sent to the Tulare County Board of Supervisors and the Tule River Tribal Council for consideration of appointment.
BILL TEXT

CHAPTER 858
FILED WITH SECRETARY OF STATE OCTOBER 12, 2003
APPROVED BY GOVERNOR OCTOBER 11, 2003
PASSED THE SENATE SEPTEMBER 12, 2003
PASSED THE ASSEMBLY SEPTEMBER 12, 2003
AMENDED IN ASSEMBLY SEPTEMBER 12, 2003
AMENDED IN ASSEMBLY SEPTEMBER 9, 2003
AMENDED IN ASSEMBLY SEPTEMBER 7, 2003

INTRODUCED BY Senators Battin and Burton
(Principal coauthor: Assembly Member Jerome Horton)
(Coauthors: Senators Ducheny and Hollingsworth)
(Coauthors: Assembly Members Cohn, Benoit, Bogh, Dymally, Chavez,
Frommer, Garcia, Longville, McCarthy, Flescia, and Reyes)

FEBRUARY 20, 2003

An act to amend Section 12012.85 of, and to add Chapter 7.5
(commencing with Section 12710) to Part 2 of, the Government Code,
relating to gambling, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

SB 621, Battin. Indian gaming.

(1) Existing law creates in the State Treasury the Indian Gaming
Revenue Sharing Trust Fund and the Indian Gaming Special Distribution
Fund for the receipt and deposit of moneys received by the state
from Indian tribes pursuant to the terms of those gaming compacts and
authorizes moneys in those funds to be used for certain purposes.

This bill, until January 1, 2009, would establish the method of
calculating the distribution of appropriations from the Indian Gaming
Special Distribution Fund for grants to local government agencies
impacted by tribal gaming. The bill would require a County Tribal
Casino Account, as defined, to be created in the State Treasury for
each county that contains a tribal casino, which would be funded
according to a specified method. The bill would require the State
Controller to divide the county tribal casino account, as specified,
into individual tribal casino accounts, as specified. The bill would
create in each county where Indian gaming is conducted an Indian
Gaming Local Community Benefit Committee, as specified, to select
grants projects, pursuant to certain grant application policies and
procedures, and would require that the grants be administered by the
county. By placing additional duties on the counties, this bill
would impose a state-mandated local program. The bill would
establish a set of priorities for the receipt of grant money. The
bill would require that grants be affirmatively sponsored by a tribe
paying into the Indian Gaming Special Distribution Fund, as
specified. The bill would require an Indian Gaming Local Community
Benefit Committee to submit to the Controller a list of approved
projects, upon which the Controller would release the funds directly
to the chosen local government entities. The bill would require
counties to report to the Legislature regarding the use of grant
moneys. By placing additional duties on the counties, this bill
would impose a state-mandated local program. The bill would require
the State Auditor to conduct an audit of the allocation and use of
moneys from the Indian Gaming Special Distribution Fund. The bill
would appropriate $25,000,000 from the Indian Gaming Special
Distribution Fund to the Controller for distribution, pursuant to its
provisions, to local government agencies impacted by tribal gaming.
(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed $1,000,000 statewide and other procedures for claims whose statewide costs exceed $1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Appropriation: yes.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Pursuant to the tribal-state gaming compacts, only 28 tribal governments pay into the Indian Gaming Special Distribution Fund based on the number of gaming devices operated on September 1, 1999.

(b) A county system of grants, based on the proportionate share that those 28 tribal governments actually pay into the Indian Gaming Special Distribution Fund, is the most efficient and fair method of distribution.

(c) Those counties with tribal gaming from gaming tribes that do not contribute to the Indian Gaming Special Distribution Fund should be eligible to receive some funds from the Indian Gaming Special Distribution Fund.

(d) Tribal governments must participate in the process of identifying and funding mitigation of impacts from tribal gaming through the grant process.

SEC. 2. Section 12012.85 of the Government Code is amended to read:

12012.85. There is hereby created in the State Treasury a fund called the "Indian Gaming Special Distribution Fund" for the receipt and deposit of moneys received by the state from Indian tribes pursuant to the terms of tribal-state gaming compacts. These moneys shall be available for appropriation by the Legislature for the following purposes:

(a) Grants, including any administrative costs, for programs designed to address gambling addiction.

(b) Grants, including any administrative costs, for the support of state and local government agencies impacted by tribal government gaming.

(c) Compensation for regulatory costs incurred by the State Gaming Agency and the Department of Justice in connection with the implementation and administration of tribal-state gaming compacts.

(d) Payment of shortfalls that may occur in the Indian Gaming Revenue Sharing Trust Fund. This shall be the priority use of moneys in the Indian Gaming Special Distribution Fund.

(e) Disbursements for the purpose of implementing the terms of tribal labor relations ordinances promulgated in accordance with the terms of tribal-state gaming compacts ratified pursuant to Chapter 874 of the Statutes of 1999. No more than 10 percent of the funds appropriated in the Budget Act of 2000 for implementation of tribal labor relations ordinances promulgated in accordance with those compacts shall be expended in the selection of the Tribal Labor Panel. The Department of Personnel Administration shall consult with and seek input from the parties prior to any expenditure for purposes of selecting the Tribal Labor Panel. Other than the cost of
selecting the Tribal Labor Panel, there shall be no further
disbursements until the Tribal Labor Panel, which is selected by
mutual agreement of the parties, is in place.
(f) Any other purpose specified by law.
(g) Priority for funding from the Indian Gaming Special
Distribution Fund is in the following descending order:
(1) An appropriation to the Indian Gaming Revenue Sharing Trust
Fund in an aggregate amount sufficient to make payments of any
shortfalls that may occur in the Indian Gaming Revenue Sharing Trust
Fund.
(2) An appropriation to the Office of Problem and Pathological
Gambling within the State Department of Alcohol and Drug Programs for
problem gambling prevention programs.
(3) The amount appropriated in the annual Budget Act for
allocation between the Division of Gambling Control and the
California Gambling Control Commission for regulatory functions that
directly relates to Indian gaming.
(4) An appropriation for the support of local government agencies
impacted by tribal gaming.

SEC. 3. Chapter 7.5 (commencing with Section 12710) is added to
Part 2 of Division 3 of Title 2 of the Government Code, to read:

CHAPTER 7.5. GRANTS OF INDIAN GAMING REVENUE TO LOCAL
GOVERNMENT AGENCIES

12710. This chapter establishes the method of calculating the
distribution of appropriations from the Indian Gaming Special
Distribution Fund for grants to local government agencies impacted by
tribal gaming.
12711. (a) It is the intent of the Legislature to establish a
fair and proportionate system to award grants from the Indian Gaming
Special Distribution Fund for the support of local government
agencies impacted by tribal gaming. It is also the intent of the
Legislature that priority for funding shall be given to local
government agencies impacted by the tribal casinos that contribute to
the Indian Gaming Special Distribution Fund.
(b) It is the intent of the Legislature that in the event that any
compact between any tribe and the state takes effect on or after the
effective date of this chapter, or that any compact between any
tribe and the state that took effect on or before May 16, 2000, is
renegotiated and reexecuted at any time after its initial effective
date, money provided to the state by a tribe pursuant to the terms of
these compacts shall be applied on a pro rata basis to the state
costs for the regulation of gaming and for problem gambling
prevention programs in the Office of Problem and Pathological
Gambling within the State Department of Alcohol and Drug Programs.
(c) It is the intent of the Legislature that if any compact
between any tribe and the state takes effect on or after the
effective date of this chapter, or if any compact between any tribe
and the state that took effect on or before May 16, 2000, is
renegotiated and reexecuted at any time after its initial effective
date, any revenue sharing provisions of that compact that requires
distributions to nongaming or noncompact tribes shall result in a
decrease in the amount that the Legislature appropriates pursuant to
this chapter.
12712. As used in this chapter:
(a) "County Tribal Casino Account" means an account consisting of
all moneys paid by tribes of that county into the Indian Gaming
Special Distribution Fund after deduction of the amounts appropriated
pursuant to the priorities specified in Section 12012.85.
(b) "Individual Tribal Casino Accounts" means an account for each
individual tribal casino that has paid money into the Indian Gaming
Special Distribution Fund. The individual tribal casino account
shall be funded in proportion to the amount that the individual tribe
has paid into the Indian Gaming Special Distribution Fund.

(C) "Local jurisdiction" means any city, county, or special
district.

12713. The Department of Finance, in consultation with the
California Gambling Control Commission, shall calculate the total
revenue in the Indian Gaming Special Distribution Fund that will be
available for the current budget year for local government agencies
impacted by tribal gaming. The department shall include this
information in the May budget revision.

12714. (a) A County Tribal Casino Account is hereby created in
the treasury for each county that contains a tribal casino.
(b) The amount to be deposited into each eligible county's County
Tribal Casino Account shall be calculated in the following way:
(1) (A) For counties that do not have gaming devices subject to an
obligation to make contributions to the Indian Gaming Special
Distribution Fund, the total amount to be appropriated by the
Legislature for grants to local government agencies impacted by
tribal gaming shall be multiplied by 5 percent.
(B) The amount determined pursuant to subparagraph (A) shall be
divided by the aggregate number of gaming devices located in those
counties that do not have gaming devices subject to an obligation to
make contributions to the Indian Gaming Special Distribution Fund.
(C) The amount determined pursuant to subparagraph (B) shall be
multiplied by the number of gaming devices located in each county for
which an appropriation is being calculated that are not subject to an
obligation to make contributions to the Indian Gaming Special
Distribution Fund.
(D) The amount determined pursuant to subparagraph (C) shall be
deposited into the County Tribal Casino Account for the county for
which the appropriation was calculated.
(2) (A) For counties that have gaming devices subject to an
obligation to make contributions to the Indian Gaming Special
Distribution Fund, the total amount to be appropriated by the
Legislature for grants to local government agencies impacted by
tribal gaming shall be multiplied by 95 percent.
(B) The amount determined pursuant to subparagraph (A) shall be
divided by the aggregate number of gaming devices located in those
counties that have gaming devices subject to an obligation to make
contributions to the Indian Gaming Special Distribution Fund.
(C) The amount determined pursuant to subparagraph (B) shall be
multiplied by the number of gaming devices located in each county for
which an appropriation is being calculated that are subject to an
obligation to make contributions to the Indian Gaming Special
Distribution Fund.
(D) The amount determined pursuant to subparagraph (C) shall be
deposited into the County Tribal Casino Account for the county for
which the appropriation was calculated.

12715. (a) The Controller, acting in consultation with the
California Gambling Control Commission, shall divide the County
Tribal Casino Account for each county that has gaming devices that
are subject to an obligation to make contributions to the Indian
Gaming Special Distribution Fund into a separate account for each
tribe that operates a casino within the county. These accounts shall
be known as Individual Tribal Casino Accounts, and funds may be
released from these accounts to make grants selected by an Indian
Gaming Local Community Benefit Committee pursuant to the method
established by this section to local jurisdictions impacted by tribal
casinos. Each Individual Tribal Casino Account shall be funded in
proportion to the amount that each individual tribe paid in the prior
fiscal year to the Indian Gaming Special Distribution Fund.
(b) (1) There is hereby created in each county in which Indian
gaming is conducted an Indian Gaming Local Community Benefit
Committee. The selection of all grants from each Individual Tribal
Casino Account or County Tribal Casino Account shall be made by each
county's Indian Gaming Local Community Benefit Committee. In selecting grants, the Indian Gaming Local Community Benefit Committee shall follow the priorities established in subdivision (g). This committee has the following additional responsibilities:

(A) Establishing all application policies and procedures for grants from the Individual Tribal Casino Account or County Tribal Casino Account.

(B) Assessing the eligibility of applications for grants from local jurisdictions impacted by tribal gaming operations.

(C) Determining the appropriate amount for reimbursement from the aggregate county tribal account of the demonstrated costs incurred by the county for administering the grant programs. The reimbursement for county administrative costs may not exceed 2 percent of the aggregate county tribal account in any given fiscal year.

(2) The Indian Gaming Local Community Benefit Committee shall be composed of seven representatives, consisting of the following:

(A) Two representatives from the county, selected by the county board of supervisors.

(B) Three elected representatives from cities located within four miles of a tribal casino in the county, selected by the county board of supervisors. In the event that there are no cities located within four miles of a tribal casino in the county, other local representatives may be selected upon mutual agreement by the county board of supervisors and a majority of the tribes paying into the Indian Gaming Special Distribution Fund in the county. When there are no cities within four miles of a tribal casino in the county, and when the Indian Gaming Local Community Benefit Committee acts on behalf of a county where no tribes pay into the Indian Gaming Special Distribution Fund, other local representatives may be selected upon mutual agreement by the county board of supervisors and a majority of the tribes operating casinos in the county.

(C) Two representatives selected upon the recommendation of a majority of the tribes paying into the Indian Gaming Special Distribution Fund in each county. When an Indian Gaming Local Community Benefit Committee acts on behalf of a county where no tribes pay into the Indian Gaming Special Distribution Fund, the two representatives may be selected upon the recommendation of the tribes operating casinos in the county.

(c) Sixty percent of each individual tribal casino account shall be available for nexus grants on a yearly basis to cities and counties impacted by tribes that are paying into the Indian Gaming Special Distribution Fund, according to the four-part nexus test described in paragraph (1). Grant awards shall be selected by each county's Indian Gaming Local Community Benefit Committee and shall be administered by the county. Grants may be awarded on a multiyear basis, and these multiyear grants shall be accounted for in the grant process for each year.

(1) A nexus test based on the geographical proximity of a local government jurisdiction to an individual tribal land upon which a tribal casino is located shall be used by each county's Indian Gaming Local Community Benefit Committee to determine relative priority for grants, using the following criteria:

(A) Whether the local government jurisdiction borders the tribal lands on all sides.

(B) Whether the local government jurisdiction partially borders tribal lands.

(C) Whether the local government jurisdiction maintains a highway, road, or other thoroughfare that is the predominant access route to a casino that is located within four miles.

(D) Whether all or a portion of the local government jurisdiction is located within four miles of a casino.

(2) Fifty percent of the amount specified in subdivision (c) shall be awarded in equal proportions to local government jurisdictions that meet all four of the nexus test criteria in paragraph (1). If
no eligible local government jurisdiction satisfies this requirement, the amount specified in this paragraph shall be made available for nexus grants in equal proportions to local government jurisdictions meeting the requirements of paragraph (3) or (4).

(3) Thirty percent of the amount specified in subdivision (c) shall be awarded in equal proportions to local government jurisdictions that meet three of the nexus test criteria in paragraph (1). If no eligible local government jurisdiction satisfies this requirement, the amount specified in this paragraph shall be made available for nexus grants in equal proportions to local government jurisdictions meeting the requirements of paragraph (2) or (4).

(4) Twenty percent of the amount specified in subdivision (c) shall be awarded in equal proportions to local government jurisdictions that meet two of the nexus test criteria in paragraph (1). If no eligible local government jurisdiction satisfies this requirement, the amount specified in this paragraph shall be made available for nexus grants in equal proportions to local government jurisdictions meeting the requirements of paragraph (2) or (3).

(d) Twenty percent of each individual tribal casino account shall be available for discretionary grants to local jurisdictions impacted by tribes that are paying into the Indian Gaming Special Distribution Fund. These discretionary grants shall be made available to all local jurisdictions in the county irrespective of any nexus to impacts from any particular tribal casino, as described in paragraph (1) of subdivision (c). Grant awards shall be selected by each county's Indian Gaming Local Community Benefit Committee and shall be administered by the county. Grants may be awarded on a multiyear basis, and these multiyear grants shall be accounted for in the grant process for each year.

(e) Twenty percent of each individual tribal casino account shall be available for discretionary grants to local jurisdictions impacted by tribes that are not paying into the Indian Gaming Special Distribution Fund. These grants shall be made available to local jurisdictions in the county irrespective of any nexus to impacts from any particular tribal casino, as described in paragraph (1) of subdivision (c), and irrespective of whether the impacts presented are from a tribal casino that is not paying into the Indian Gaming Special Distribution Fund. Grant awards shall be selected by each county's Indian Gaming Local Community Benefit Committee and shall be administered by the county. Grants may be awarded on a multiyear basis, and of these multiyear grants shall be accounted for in the grant process for each year.

(1) Grants awarded pursuant to this subdivision are limited to addressing service-oriented impacts and providing assistance with one-time large capital projects related to Indian gaming impacts.

(2) Grants shall be subject to the sponsorship of the tribe that operates the particular Indian gaming facility and the recommendations of the Indian Gaming Local Community Benefit Committee for that county.

(2) For each county that does not have gaming devices subject to an obligation to make payments to the Indian Gaming Special Distribution Fund, funds may be released from the county's County Tribal Casino Account to make grants selected by the county's Indian Gaming Local Community Benefit Committee pursuant to the method established by this section to local jurisdictions impacted by tribal casinos. These grants shall be made available to local jurisdictions in the county irrespective of any nexus to any particular tribal casino. These grants shall follow the priorities specified in subdivision (g).

(g) The following uses shall be the priorities for the receipt of grant money from Individual Tribal Casino Accounts: law enforcement, fire services, emergency medical services, environmental impacts, water supplies, waste disposal, behavioral, health, planning and adjacent land uses, public health, roads, recreation and youth
programs, and child care programs.

(h) All grants from Individual Tribal Casino Accounts shall be made only upon the affirmative sponsorship of the tribe paying into the Indian Gaming Special Distribution Fund from whose individual tribal casino account the grant moneys are available for distribution. Tribal sponsorship shall confirm that the grant application has a reasonable relationship to a casino impact and satisfies at least one of the priorities listed in subdivision (g). A grant may not be made for any purpose that would support or fund, directly or indirectly, any effort related to opposition or challenge to Indian gaming in the state, and, to the extent any awarded grant is utilized for any prohibited purpose by any local government, upon notice given to the county by any tribe from whose Individual Tribal Casino Account the awarded grant went toward that prohibited use, the grant shall terminate immediately and any moneys not yet used shall again be made available for qualified nexus grants.

(1) A local government jurisdiction that is a recipient of a grant from an Individual County Tribal Casino Account or a County Tribal Casino Account shall provide notice to the public, either through a slogan, signage, or other mechanism, which states that the local government project has received funding from the Indian Gaming Special Distribution Fund and which further identifies the particular Individual Tribal Casino Account from which the grant derives.

(j) (1) Each county's Indian Gaming Local Benefit Committee shall submit to the Controller a list of approved projects for funding from Individual Tribal Casino Accounts. Upon receipt of this list, the Controller shall release the funds directly to the local government entities for which a grant has been approved by the committee.

(2) Funds not allocated from an individual tribal casino account by the end of each fiscal year shall revert back to the Indian Gaming Special Distribution Fund.

12716. Each county which administers grants from the Indian Gaming Special Distribution Fund shall provide an annual report to the Legislature by April 1st of each year detailing the specific projects funded by all grants in their jurisdiction.

12717. The State Auditor shall conduct an audit every three years regarding the allocation and use of moneys from the Indian Gaming Special Distribution Fund by the recipient of the grant moneys. The State Auditor shall report its findings to the Legislature and to all other appropriate entities.

12718. This chapter shall remain in effect only until January 1, 2009, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2009, deletes or extends that date.

SEC. 4. The sum of twenty-five million dollars ($25,000,000) is hereby appropriated from the Indian Gaming Special Distribution Fund to the Controller for distribution to local government agencies impacted by tribal gaming pursuant to the provisions of Chapter 7.5 (commencing with Section 12710) of Part 2 of Division 3 of Title 2 of the Government Code.

SEC. 5. Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code. If the statewide cost of the claim for reimbursement does not exceed one million dollars ($1,000,000), reimbursement shall be made from the State Mandates Claims Fund.
CITY COUNCIL AGENDA

March 2, 2004

SUBJECT: Consideration of Request Regarding City Council Reorganization

SOURCE: CITY CLERK

Attached are the following:

* A Council member letter regarding the consideration of reorganization;

* A excerpt from the Porterville City Charter.

The Acting City Attorney will provide clarification about the charter provisions relating to the reorganization of the City Council and answer any question in that regard.
February 17, 2004

John Longley, City Manager
City of Porterville
291 North Main Street
Porterville, California 93258

Dear Mr. Longley:

At the last consideration of the reorganization of City Council offices, I understood from the Council's discussion that the matter would again be taken up in March, 2004. I therefore ask that the reorganization of the City Council be placed on the City Council Agenda for March 2, 2004.

Sincerely,

[Signature]

Ronald L. Irish
Council Member

cc: Mayor & Council Members
    Georgia Hawley, Deputy City Clerk
Sec. 6. Initiative, referendum and recall.
Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the Constitution and general laws of the state. Any elective officer may be recalled from office under and pursuant to the provisions of the Constitution and general laws, provided that a special election shall be held at the same time as the recall election, in accordance with the Constitution and general laws of the state, for the purpose of electing officers to fill the place or places of the officers sought to be recalled. (4-6-71; 3-4-03)

Sec. 7. Elective officers to be residents.
In order to be eligible to hold any elective office in the City of Porterville, a person must be a resident and elector therein, and shall have resided in said city for at least thirty days next preceding the filing of their nominating papers, or equivalent declaration of candidacy, and be an elector at the time of said filing. (4-6-71; 4-5-77; 3-4-03)

Sec. 8. Elective officers.
The elective officers of the City of Porterville shall be five councilmen, who shall be elected from the city at large at a general municipal election therein.

Sec. 9. Legislative body; composition; election; term; compensation; ineligibility for other city office; president of council; vice-president; installation of newly elected officers; powers to be exercised by council.
The legislative body of the city shall consist of five persons elected at large, which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held in the said City at the same time as the Primary election for State Offices for the State of California. They shall hold office for the period of four (4) years from and after the Monday next succeeding the day of their election and until their successors are elected, and qualified; provided the respective terms of any Council Member presently serving or elected at the time of the adoption of this amendment shall be extended one additional year to the even-numbered year following the expiration of their respective terms. (3-4-03)

The members of the council shall each receive the sum of twenty dollars ($20.00) for each council meeting actually attended; the mayor shall receive the sum of twenty-five dollars ($25.00) for each meeting of the council actually attended, provided, however, that the members of the council shall not receive compensation for more than seven meetings in any one calendar month. In addition, the council shall be reimbursed for necessary expenses incurred for authorized city business. (4-6-71)

The members of the council shall not be eligible to any other office or employment with the city.

The council shall reorganize at its next meeting following each municipal election and shall choose one of their number to serve as president of the council to be known as mayor. At this time the council shall also choose one of their number to serve as vice-president, and he/she shall act as mayor pro tempore in case of the absence, sickness or other disability of the mayor. The mayor and mayor pro tempore shall serve a two year term, but either may be removed at any time by a majority vote of the council. If the council removes the mayor prior to the expiration of his/her term pursuant to this provision, the council shall choose one of their number to serve as mayor until the next organizational meeting. (3-4-03)

The council shall meet at its usual meeting place on the first Monday after any municipal election, duly canvass the returns and declare the result thereof, and install the newly elected officers, if any.

All powers granted to and vested in the City of Porterville by law or by the provisions of this Charter, shall, except as herein otherwise provided, be exercised by the council to be designated the "Council of the City of Porterville." The council shall be the governing body of the city and subject to the express
Sec. 9.1 Public Participation.

The council shall continue to encourage the organization of and communication with representative neighborhood groups throughout the city to encourage citizen participation, to seek advice and input and to provide information to the public relative to city matters and affairs. (3-4-03)

Sec. 10. Time and place of council meetings;
meetings to be open to public; council to adopt rules for conduct of its own proceedings.

The council shall provide by ordinance for the time and place of holding its meetings. Special meetings shall be called in accordance with the provisions of general law. There shall be at least one (1) regular meeting in each month. Any regular meeting may be adjourned to a date and hour certain, and such adjourned meeting shall be a regular meeting for all purposes. (4-6-71)

Except for special meetings with the legislative bodies of other political subdivisions, or informational meetings held within the community where no action is to be taken, all meetings of the council shall be held in the city hall, unless by reason of fire, flood, or other disaster, or lack of seating capacity, the city hall cannot be used for that purpose, and all meetings shall be open to the public. The council shall adopt rules for conducting its proceedings and may punish its members or other persons present at any meeting for disorderly conduct. (4-2-63; 3-4-03)

Amendment note—The first paragraph of § 10 was amended April 6, 1971, by changing the manner of calling special meetings. Formerly the council provided by ordinance “the manner in which its special meetings may be called.” The second paragraph of § 10 was amended March 4, 2003 to allow meeting outside city hall.

Sec. 11. Quorum; compelling attendance at meetings.

A majority of the council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and postpone the consideration of or action upon, pending business in like manner. Attendance at meetings of absent members of the council may be compelled in such manner and under such penalties as may be prescribed by ordinance.

Sec. 12. How council acts on legislative matters; resolutions; records of votes; requirement that all members vote; how ordinances headed; ordaining clause; ordaining clause of ordinances passed by initiative; when ordinances to be passed; publication; effective date of ordinances; certain matters required to be passed by ordinance; repeal of ordinances; revision of ordinances; ordinances to be signed by mayor and attested by clerk.

The council shall act in legislative matters by ordinance or resolution only. Other action of the council, unless herein otherwise provided, may be taken by resolution, motion, or order.

The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the record of the proceedings of the council. Upon the request of any member of the council, the ayes and noes shall be taken and recorded upon any vote. All members present at any meeting must vote; provided that no such member of the council shall cast a vote when to do so would be contrary to the applicable provisions of state law, including the laws pertaining to conflict of interest. (3-4-03)

No ordinance or resolution shall be passed without receiving the affirmative votes of at least three members of the council.

Each ordinance shall be headed by a brief title which shall indicate the purport thereof.