Call to Order
Roll Call

ORAL COMMUNICATIONS
This is the opportunity to address the Council on any matter scheduled for Closed Session.

CLOSED SESSION:
A. Closed Session Pursuant to:
   2 -Government Code Section 54956.9(c) - Conference with Legal Counsel - Anticipated Litigation: Two Cases.

7:00 P.M. RECONVENE OPEN SESSION

REPORT ON ANY ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Mayor Kelly West
Invocation

PRESENTATIONS
• Miss Porterville and Court
• Business Recognition - Porterville Recorder
• City Manager’s Featured Projects for November, 2005
• City of Porterville Emergency Evacuation Plan

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. Approval of City Council Minutes September 30, 2005; October 4, 2005, and October 31, 2005
2. Claim - Ronald Cruz
   Re: Rejecting a claim for personal injury allegedly sustained by claimant during his arrest by
3. **Award Contract - Median Islands Landscape Maintenance**  
Re: Awarding contract to Ray’s Landscape of Sangar, CA in the annual amount of $48,672.

4. **Amendment of Dee Jaspar and Associates Water Well Design and Inspection Service Agreement**  
Re: Authorizing execution of an Amendment to the Service Agreement to allow for the conversion of an agricultural well to a municipal water well located on the west side of F Street, north of Gibbons Avenue.

5. **Approval of Relocation Claim Property Located at 129 E. Date - Tenants Martin Lambarena and Miriam Blas**  
Re: Approving payment in the amount of $9,504.00 to claimants for relocation associated with Date Avenue Reconstruction Project.

6. **Approval of Relocation Claim Property Located at 387 “B” Street - Tenants Jose C. Molina and Santos Carraza Gonzales**  
Re: Approving payment in the amount of $12,150 to claimants for relocation associated with Date Avenue Reconstruction Project.

7. **Initiation of Preliminary Proceedings and Resolution of Application for Annexation 462**  
Re: Approving initiation of proceedings and filing of paperwork with LAFCo for Annexation of property generally located on the south side of Mulberry Avenue south of the prolongation of Howland Street.

8. **Proposed Indemnification Agreement for All Local Agency Formation Commission (LAFCO) Projects**  
Re: Considering whether to authorize Mayor to sign the indemnification as requested by LAFCo in conjunction with all annexation submittals.

9. **Approval for Community Civic Event - Downtown Porterville Association Tree Lighting Ceremony - November 25, 2005**  
Re: Approving annual civic event to be held at the corner of Main Street and Thurman Avenue from 6:00 p.m. to 9:00 p.m.

10. **Approval for Community Civic Event - Porterville Chamber of Commerce, Rotary Club of Porterville, and Downtown Porterville Association Annual Children's Christmas Parade - November 29, 2005**  
Re: Approving annual civic event to take place along Main Street from 5:00 p.m. to 9:00 p.m.

11. **Request for Street Closure - Myers’ Eleventh Annual Christmas Tree Memorial Service**  
Re: Approving street closure for annual event to take place in front of Myers’ Chapel on E Street on December 1, 2005 at 7:00 p.m.

12. **Agreement Between the City of Porterville and Unavco Inc. for Use of Airport Land**  
Re: Approving a Revocable Permit and Non-Recorded Easement Agreement for a Plate Boundary/UNAVCO, Inc. GPS Monitoring Station for a 15-year period at the total rate of
approximately $3,000, to be paid up front.

13. Consideration of Actions Regarding City Manager’s Office  
   Re: Consideration of reallocation of personnel to address staffing in Administration Department due to resignation of Deputy City Manager.

14. CGI COMMUNICATION, INC. - Community Video and Street Banner Branding Program  
   Re: Considering agreement for street banner sponsorship program with local businesses, through which the City would be provided a video showcasing Porterville for placement on City’s website.

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

PUBLIC HEARINGS
15. Consideration of Community Development and Engineering and Building Division Fees  
   Re: Opening the public hearing and continuing it until the December 6, 2005 Meeting.

16. Burns Property Tentative Subdivision Map (Smee Builders)  
   Re: Approving Map to divide a 65± acre parcel into 81 single family residential lot, 9 multiple family residential lots and 2 remainder lots in 2 phases for a site generally located on the southwest corner of West Olive Avenue and Mathew Street.

17. Conditional Use Permit 9-2005 - 90 Foot High Communications Tower (T-Mobile)  
   Re: Approving C.U.P. to allow the construction of a communications tower and accessories on the site located at the rear of the parking lot of an existing church at 1641 West Henderson Avenue.

SECOND READINGS
18. Ordinance No. 1674, Zone Change No. 8-2005 (Annexation 458)  
   Re: Adopting the Ordinance approving Zone Change 08-2005 (Pre-zoning) changing the existing County R-1, R-2, C-1, A-1, and R-1-217 Zone to City R-1, R-2, and C-1(D) for the area located south of Morton Avenue and west of Prospect Street.

19. Ordinance No. 1675, Zone Change No. 9-2005 (Annexation 459)  
   Re: Adopting the Ordinance approving Zone Change 09-2005 (Pre-zoning) changing the existing County R-1, R-1-217, C-1 and C-2 Zone to City R-1 and R-3(D) for the areas generally located west of Mathew Street and east of Westwood Street.

20. Ordinance No. 1676, Zone Change No. 7-2005 (Annexation 457)  
   Re: Adopting the Ordinance approving Zone Change 07-2005 (Pre-zoning) changing the existing County R-A-217, R-1, R-1-217 Zone to City R-1 for the area located at the southeast corner of State Route 65 and State Route 190.

21. Ordinance No. 1683, Issuing an Extension of a Temporary Use Permit for the Continued Operation of a Remote Control Race Track  
   Re: Adopting the Ordinance approving the one-year extension for the operation of a Remote Control Car Track at the site located on the south side of Henderson Avenue, east of Fourth St.
SCHEDULED MATTERS

22. Farm Management Agreement
   Re: Consideration of how to proceed with the City’s Farm Management Agreement with Robert
   Nuckols pertaining to disposal of treated effluent in conformance with the Regional Water Quality
   Control Board’s Cease and Desist Order.

23. Curbside Recycle Selection Committee Report and Recommendation for Award of Contract
   Re: Receiving Selection Committee Report and authorizing City to enter into contract with
   Sunset Waste Paper, Inc. pursuant to RFP dated August 15, 2005.

24. Curbside Recycling Container Purchase
   Re: Authorizing a negotiated purchase of 11,000 blue automated recycling collection containers
   and reaffirming direction to staff to proceed with Curbside Recycling RFP, modified to eliminate
   containers from proposals.

25. Consideration of Amending the Community Civic Event Ordinance Process to Require
    Notification of Adjoining Property Owners
   Re: Considering process of notification to property owners affected by scheduled civic events.

26. Parks and Leisure Services Commission
   Re: Receiving Mission Statement of Parks and Leisure Services Commission, and considering
   Ordinance Amendment to provide for Ex-Officio Commission Member status for School
   Districts.

27. Update and Prioritization of Capital Improvement and Certificates of Participation Projects
   Re: Considering prioritization of projects to be funded by $3.2 Million generated by COP
   refinance.

28. Consideration of Hiring Freeze
   Re: Authorizing 1 limited term Building Inspector position to be funded with General Fund salary
   savings derived from temporary vacancies.

29. Consideration of City Flag Design Contest
   Re: Considering formation of City Flag Contest Committee, and authorizing Committee to
   formulate a set of general guidelines and to provide for the promotion and notification to the
   public regarding the contest.


Adjourn to a Joint Meeting of the Porterville Public Financing Authority

PORTERVILLE PUBLIC FINANCING AUTHORITY AGENDA
November 15, 2005

Roll Call

WRITTEN COMMUNICATIONS
ORAL COMMUNICATIONS
SCHEDULED MATTER
PFA-1. Annual Meeting of the Porterville Public Financing Authority
   Re: Holding annual meeting, accepting public commentary, and approving 2005 Status
   Report for the Redevelopment Bond Issue No. 1 Projects.

Adjourn the Porterville Public Financing Authority meeting.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION
   Any Closed Session Items not completed prior to 7:00 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of December 6, 2005

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 at (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.
CITY MANAGER’S FEATURED PROJECTS FOR
NOVEMBER, 2005

1. Replace/Upgrade Communications Console

2. Community Festival
ORAL COMMUNICATIONS
None

SCHEDULED MATTER

1. PROJECT UPDATE MONTHLY STATUS REPORTS

The City Manager stated that there was a request to review the status of projects and staff had compiled an up to date list which they would go through department by department. If the Council then had any questions, they could then be answered by staff. Mr. Longley asked that the Directors give a summary of the most current projects, starting with Fire and Airport.

- Fire Chief Frank Guyton reviewed his list of eight projects.
- Police Chief Silver Rodriguez reviewed his list of four items.

The Fire Chief and the City Manager addressed Homeland Security issues and the necessity of compatibility between police and fire communications, and the technical requirements.

- Parks and Leisure Services Director Jim Perrine reviewed his list of 26 items.
- Public Works Director Baldo Rodriguez reviewed his list of 15 items.

The City Attorney spoke about the issues with the property owner in trying to proceed with Traffic Signal No. 8.

Council Member Stadtherr inquired about farming within the airport boundary.
Council Member Irish asked for an analysis on the pros and cons of getting effluent water from the airport to the current golf course. Staff was directed to prepare the analysis saying what it would take to accomplish that goal.

Council took a recess from 10:05 to 10:10 p.m.

The City Manager spoke regarding the priority listing of the projects which are presented in a project management format with project name, the milestones, and the estimated date of completion. He stated that there was a critical path which guides everything on the project.

- Julie Boyle, Senior Planner, and Denise Marchant, Development Associate, reviewed the list of 29 Community Development Projects.

The City Manager inquired about the queuing of the Riverwalk and Porterville Commercial Center. Ms. Boyle stated that it was queued so that Phase One of Riverwalk went first, and then the Porterville Commercial Center, and then Phase Two and Three of Riverwalk, but now that may not be the case, and in fact the Porterville Commercial Center may be processed first. She stated that being the case, they were looking in the traffic study for a more detailed description of what mitigation measures are specifically associated with Porterville Commercial Center, as opposed to the much greater traffic mitigation for Riverwalk. Council questioned how they separated the traffic impact from each side of Jaye Street, and staff stated that the smaller project, Porterville Commercial Center, created less of a traffic concern than the larger Riverwalk Project, especially Phase One.

The City Attorney clarified that the processing of the applications would not dictate the order of the construction process.

- Darrel Pyle, Deputy City Manager, then reviewed the 12 item list for Finance and the 17 item list for Human Resources.

- Julia Lew, City Attorney, then reviewed her nine item project list, and stated that Council had also received her 17 item list of confidential items.

Mrs. Lew stated that she would add hillside regulations to her list of projects.

OTHER MATTERS
Council Member Stadtherr asked for a synopsis of the two meetings attended by the City Manager.

City Manager stated that he attended two meetings yesterday regarding issues relative to Canyon Springs. One meeting in the morning, where the neighborhood showed up. They discussed their concern regarding the approval of the tentative subdivision map. The Manager asked that those concerns be relayed in writing, and he had not received anything to date. The City Manager spoke regarding the process of the map and improvement drawings. He stated that the same issue carried into the afternoon meeting of the Hillside Committee. He spoke on the moratorium and stated that
a first step on addressing the issue was a field trip to Southern California to look at other hillside development.

Council Irish suggested that if any groups wanted to get together to discuss the hillside issue, the Council should be advised so they were aware of the meetings. He stated that a lot of issues were legal issues.

The City Manager then addressed the City/Joint School Board meeting where two issues were discussed. The Board would like the Council to look closely at the program from Burton and PUHS “Character Counts.” They would like it extended to the entire community and perhaps the City could work toward making Porterville a “Character Counts” kind of community. The City Manager stated that there would be further discussion on the program and would probably be coming to Council on how to implement it.

Jim Perrine, Director of Parks and Leisure Services, stated that the new Community Center was a “Character Counts” facility.

The City Manager stated that they also discussed the coordination between the schools and the City relative to development projects. He spoke about the successful discussions regarding Mathew Street and clarified that they agreed to let bygones be bygones as pertains to the Granite Hills High School development. The City Manager stated that the Committee agreed to keep each informed and improving coordination in terms of notification. He stated that they would receive all PRC agendas and the City would be brought into the schools processes earlier to get the City’s input. The City Manager stated that the City also needed to ask Alta Vista about their plans for growth.

Council Member Irish spoke regarding the CCTV setup at the Transit Center and asked about looking into the feasibility of getting it monitored back to the Police Department. He asked staff to look into that matter.

Council Member Irish spoke regarding new technology and street furniture. He stated that he hoped the City would follow up on that for new development.

Council Member Martinez questioned the runway expansion and how it would affect the Sports Complex.

Frank Guyton spoke regarding the 500 foot safety zones to each side of the runway, and stated that it was past the no build zone, but it was still in the preview so they could make things work at the Sports Complex. He stated that lighting the fields was still a 50/50 proposal depending on whom at the FAA they spoke to, but in their current position, it was a very had sell. He stated that moving the ball diamonds location on the Complex farther west and south as possible might make it a possibility.
ADJOURNMENT
The Council adjourned to the meeting of October 4, 2005 at 11:12 a.m.

Georgia Hawley, Chief Deputy City Clerk

SEAL

__________________________
Kelly West, Mayor
CITY COUNCIL AGENDA
PORTERVILLE, CALIFORNIA
OCTOBER 4, 2005 6:00 P.M.

Call to Order at 6:00 p.m.
Roll Call: Council Member Irish, Council Member Martinez, Mayor Pro Tem Hamilton, Council Member Stadtherr, Mayor West

ORAL COMMUNICATIONS
None

CLOSED SESSION:
A. Closed Session Pursuant to:
2- Government Code Section 54956.9(c) - Conference with Legal Counsel - Anticipated Litigation: Two Cases.

7:00 P.M. RECONVENE OPEN SESSION

REPORT ON ANY ACTION TAKEN IN CLOSED SESSION
City Attorney Julia Lew reported that no action had been taken.

Pledge of Allegiance Led by Mayor Pro Tem Cameron Hamilton
Invocation - one individual participated.

PRESENTATION
Employee of the Month - M’chelle Powers

ORAL COMMUNICATIONS
• Donette Silva-Carter, Porterville Chamber of Commerce, 93 N. Main Street, informed everybody of a presentation to the Red Cross for victims of Hurricane Katrina to take place at First Friday Coffee on October 7th; and invited everyone to the Porterville Community Festival to take place on Saturday, October 8th from 12:00 p.m. to 6:00 p.m. on Hockett Street from Cleveland Avenue to Morton Avenue.
• Dick Eckhoff, Downtown Porterville Association, requested the opportunity to speak on Item 23 when the matter was before the Council; voiced support for Item 24; and noted that commercial trucks were also parking on the frontage road near the Rockwell building.
• Alana Garton, 379 N. Hockett Street, voiced a grievance due to City’s cancellation of a scheduled wedding at Zalud Garden for October 8th and the manner in which City staff handled the situation.
• Mary McClure, 2329 Joseph Court, voiced concerns with the lack of notice to residents regarding street closures for the Porterville Community Festival event scheduled for October 8th; and requested Council assistance in resolving the parking issue discussed in Item 22.
• Carrie Ducker, 1761 McComb Avenue, voiced concern with the safety of students due to the Henderson Avenue Street closure, and requested Police Patrols to enforce traffic laws; and spoke against Item 18 citing concerns with displacing poverty-stricken individuals currently utilizing the hotels/motels as residences.
- Dennis Jenkins, 670 E. Poplar Road, Space 106, spoke against proposed restrictions on hotels/motels, voicing concern with displacing low income individuals.

**CONSENT CALENDAR**

Items 4, 5, 15, and 16 were removed for further discussion.

1. **CITY COUNCIL MINUTES JULY 19, 2005 AND AUGUST 16, 2005**

   Recommendation: That the Council approve the City Council Minutes of July 19, 2005 and August 16, 2005.

   Documentation: M.O. 01-100405
   Disposition: Approved.

2. **BUDGET ADJUSTMENTS FOR THE 2005/2006 FISCAL YEAR**

   Recommendation: That the Council accept the revised budget projections for Fiscal Years 2006-07 and 2007-08.

   Documentation: M.O. 02-100405
   Disposition: Approved.

3. **ASSISTANCE TO FIREFIGHTERS’ GRANT PROGRAM 2005 - NEGOTIATED BIDS**

   Recommendation: That the City Council authorize staff to purchase firefighting equipment under the negotiated bid process for all purchases subject to the terms and conditions of the Grant funding.

   Documentation: M.O. 03-100405
   Disposition: Approved.

6. **ACCEPTANCE OF THE MITIGATION WELL PROJECT**

   Recommendation: That the City Council:
   1. Accept the Project as complete;
   2. Authorize the filing of the Notice of Completion; and
   3. Authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

   Documentation: M.O. 04-100405
   Disposition: Approved.

7. **SCHEDULING A PUBLIC HEARING FOR THE REVISED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

   Recommendation: That the City Council schedule December 6, 2005 as the date for a Public Hearing to hear testimony regarding the proposed new 11% goal.

   Documentation: M.O. 05-100405
   Disposition: Approved.
8. APPROVAL OF RELOCATION CLAIM FOR RENTAL ASSISTANCE OR DOWN PAYMENT ASSISTANCE FOR PROPERTY LOCATED AT APN 261-093-019 TENANTS JOSE C. MOLINA AND SANTOS CARRANZA GONZALES

Recommendation: That the City Council:
1. Approve the Claim for Rental Assistance or Down Payment Assistance; and
2. Authorize staff to make an advance payment in the amount of $2,100 to Jose C. Molina and Santos Carranza Gonzales, tenants.

Documentation: M.O. 06-100405
Disposition: Approved.

9. INTENT TO SET A PUBLIC HEARING FOR REIMBURSEMENT AGREEMENTS FOR CONCRETE IMPROVEMENT CONSTRUCTION BY THE CITY - WILLIFORD DRIVE STREET RECONSTRUCTION AND DRAINAGE PROJECT

Recommendation: That the City Council:
1. Set a Public Hearing for October 18, 2005, according to the Mitigation Fee Act, for the establishment of the concrete reimbursement fee; and
2. Authorize staff to notify all affected property owners of the Public Hearing, via certified mail, including the concrete reimbursement amount.

Documentation: M.O. 07-100405
Disposition: Approved.

10. CALHOME PROGRAM APPLICATION

Recommendation: That the City Council:
1. Adopt the draft resolution approving the submittal of a CalHome Program funding application to the California Department of Housing and Community Development;
2. Authorize the Mayor to execute all documents pertaining to the CalHome Program; and
3. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development for administration of the CalHome Program.

Documentation: Resolution 144-2005
Disposition: Approved.

11. APPROVAL FOR COMMUNITY CIVIC EVENT PORTERVILLE UNIFIED SCHOOL DISTRICT BUTTERFIELD HISTORY DAY - OCTOBER 21, 2005

Recommendation: That the Council approve the Community Civic Event Application and Agreement from Porterville Unified School District, subject to the Restrictions and Requirements contained in the Application, Agreement, and Exhibit A.

Documentation: M.O. 08-100405
Disposition: Approved.
12. DOWNTOWN HOLIDAY DECORATIONS

Recommendation: That the Council retain Christmas Decor by Kaylor Landscape to prune the tree, remove inoperative lights, furnish and install new lights, as well as removal of the lights after the holiday season. Cost of the tree pruning is to be charged to Street Tree Maintenance with the Parks and Leisure Services Department and the balance is to be charged to City Council Community Promotions.

Documentation: M.O. 09-100405
Disposition: Approved.

13. INFORMATION ON STATUS OF CURBSIDE RECYCLING


14. UPDATE ON JOHNSON CONTROLS PROJECT

Recommendation: That the Council accept the update on the Johnson Controls project.

Documentation: M.O. 10-100405
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Stadtherr, SECONDED by Mayor Pro Tem Hamilton that the Council approve Item Nos 1 through 3, and 6 through 14. The motion carried unanimously.

4. ACCEPTANCE OF THE PORTERVILLE HERITAGE CENTER

Recommendation: That the City Council:
1. Accept the Project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 10% retention thirty-five (35) days after recordation, less any funds that may be due to the City as part of a settlement agreement, and provided no stop notices have been filed.

City Manager John Longley presented the item and the staff’s revised recommendation. He indicated that staff recommended that $36,250 be held by the City until resolution of outstanding issues, and that the Council authorize the release of $239,484.15.

COUNCIL ACTION: MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Hamilton that the Council accept the Project as complete; authorize the filing of the Notice of Completion; and authorize the release of $239,484.15, provided no stop notices have been filed, and retain the amount of $36,250 until resolution of the outstanding issues. The motion carried unanimously.

Disposition: Approved.

5. ACCEPTANCE OF SLUDGE BED EXPANSION PROJECT
Recommendation: That the City Council:
1. Accept the Project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

City Manager John Longley requested that the item be continued until the next regular meeting, currently scheduled for October 18, 2005.

Disposition: Continued to October 18, 2005.

Council Member Stadtherr noted that pursuant the Council’s protocol, items brought forth by Council Members were to be placed under Scheduled Matters, and since he had requested Item Nos 15 and 16, those Items should be moved to Scheduled Matters.

Item Nos. 15 and 16 were moved to Scheduled Matters.

PUBLIC HEARINGS
17. SUNRISE VILLA PHASE 2 & 3

Recommendation: That the City Council:
1. Adopt the draft resolution approving the Negative Declaration for Sunrise Villa Phase 2 & 3 Tentative Subdivision Map; and
2. Adopt the draft resolution approving Sunrise Villa Phase 2 & 3 Tentative Subdivision Map.

Council Member Stadtherr noted a conflict of interest, recused himself from the discussion, and left the Council Chambers.

City Manager John Longley presented the item, and called on Project Manager Susan Duke for the staff report. Ms. Duke introduced Senior Planner Julie Boyle who presented the staff report.

The public hearing opened at 7:32 p.m.

- Jim Winton, business address of 150 W. Morton Avenue, came forward on behalf of Applicant Tom O’Sullivan, and requested that the Council approve the item.
- Ruth Smith, 644 West Theta, voiced concern with traffic circulation throughout neighborhood, and spoke against approval without first addressing traffic issues.
- John Doyle, 651 W. Theta, voiced concern with safety due to increased traffic.
- Marsha Allen, 622 W. Theta, voiced concern with traffic issues and requested addition of a 4-way stop at Villa and Theta; a 4-way stop at Bel Air and Villa; and no parking allowed on Villa between Henderson and Mulberry.
- Eleanor Forrester, 606 W. Mulberry, voiced concern with traffic safety issues and a perceived lack of vision with respect to recreation planning, spoke of the need for updating General Plan, and provided the Council with a letter signed by residents voicing concerns.
- Keith Hanson, 397 W. Mulberry, voiced concern with a perceived lack of plan for Villa Street.
- Herb Forrester, 606 W. Mulberry, voiced concern with the potential impact in the area due to improper development, and voiced support for the addition of a recreational area.
- Norman Smith, 590 W. Theta, voiced concern with not maintaining integrity of the neighborhood.
The public hearing closed at 7:52 p.m.

At the request of Council Member Irish, staff addressed some of the concerns raised by residents that evening. Public Works Director Baldo Rodriguez indicated that stop signs were not typically installed in situations in which two designated “residential” streets intersected. He stated that staff could run traffic counts, and if the counts showed that one or more of the streets were taking a larger than normal load, a stop sign could be considered. Mr. Rodriguez clarified that in the case of the many stop signs on Westfield Avenue between Newcomb Street and Westwood Street, Westfield was designated as a “collector” street, not a “residential” street. Mr. Rodriguez then confirmed for Council Member Irish that staff would look at ways in which stop signs could be utilized at appropriate intersections so as to mitigate some of the safety concerns.

Council Member Irish commented that if staff could address the safety issues with the use of stop signs where appropriate, that would satisfy his concern on the safety issue. He then commented that during discussions with the developer, the issue of backing out had been discussed and that the developer had worked with the City to minimize the number of lots that would have to back out.

Mayor Pro Tem Hamilton clarified with the staff the lots which required backing out onto Villa Street, and questioned whether the use of hammerhead driveways had been discussed with the developer. He also clarified for the benefit of everyone that no water shortage problem existed. At Mayor Pro Tem Hamilton’s request, Developer/Applicant Tom O’Sullivan addressed the Council, indicating that in the subject development, incorporating hammerhead driveways into the design would prove very difficult.

Council Member Martinez questioned how the proposed development fit into the City’s Circulation Element. City Engineer Mike Reed came forward and explained the difference between the designations of “local” and “collector” streets, indicating that local streets carried less than 12,000 vehicles per day, and collector streets carried more than 12,000. He stated that all of the streets in the proposed development were “local” streets. He added that Villa Street between Henderson Avenue and Olive Avenue was designated as a “collector” street, and that Mulberry Street was also designated as a collector street, adding that a stop sign would be installed for northbound traffic at Mulberry.

Mayor West voiced support for a stop sign at Theta and Villa. In response, Mr. Rodriguez requested that staff first be allowed to run the traffic counts, which would provide the speeds of vehicles, as well as the volume of traffic. He indicated that Cal Trans put out traffic warrants in situations in which traffic on a principal street was held up for minimal traffic on an opposing street. He then indicated that a major study suggested that stop signs actually did not reduce traffic speeds, as individuals were likely to believe the stop sign to be inappropriate, and therefore were likely to speed up to make up the time spent stopping.

In response to Council Member Martinez’s question, Parks & Leisure Services Director Jim Perrine discussed the City’s plans in terms of proposed recreational facilities. Mr. Perrine indicated that the City’s current General Plan did not provide for any park facilities in that quadrant of the City.

Mayor West clarified with staff the situations in which the City was responsible for maintaining sidewalks and repairing damaged areas. He then confirmed that staff would proceed with a traffic count.

Mayor Pro Tem Hamilton moved that the Council approve staff’s recommendation. He then commented that with regard to the comments made that evening pertaining to General Plan issues, the concerned residents should definitely attend and participate in the upcoming General Plan Meeting on October 11, 2005.

Council Member Irish seconded Mayor Pro Tem Hamilton’s motion, with the caveat that it be amended
to direct staff to consider and determine the stop sign placement before the subdivision was completed. A
discussion ensued as to the requirements for a traffic study. Mr. Rodriguez commented that some of the applicable
streets were not yet there, thereby making it impossible to conduct traffic counts on them. He indicated that staff
would proceed with traffic counts on the existing streets leading into the subject area. He explained that the full
build-out would first need to occur before meaningful testing could take place. Council Member Irish commented
that he believed staff would proceed as they desired.

Mayor West commented that he did not feel comfortable voting on the item at that time, due to the concerns
raised by the residents.

Council Member Irish commented that the Council also had an obligation to the developer, whose project
had already been delayed for about 3 months.

City Manager John Longley requested that staff be allowed to address any further questions that Mayor
West had that evening.

In response to a concern raised by an audience member regarding recreation, Mayor Pro Tem Hamilton
commented that recreation would be addressed during the General Plan Update, and was not a part of the proposed
development.

Mr. Rodriguez clarified that staff would immediately set up traffic counts on the existing streets in that
neighborhood to determine the volume and speeds of traffic. He added that the true picture would come when
counts could be run on the streets following completion of the development.

Mayor West requested that the traffic issues be addressed. He commented that he understood the resident’s
concerns as he too lived in that area. He then cautioned over approving the project without first requiring that the
issues raised be addressed. He then commented that staff could at least conduct traffic studies on the adjacent
streets.

Mayor Pro Tem Hamilton commented that staff had already indicated that those studies would occur.

COUNCIL ACTION: MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Irish that
M.O. 12-100405 the Council adopt the draft resolution approving the Negative Declaration for
Sunrise Villa Phase 2 & 3 Tentative Subdivision Map; and adopt the draft resolution
approving Sunrise Villa Phase 2 & 3 Tentative Subdivision Map.

AYES: Irish, Hamilton
NOES: Martinez, West
ABSTAIN: Stadtherr
ABSENT: None

Disposition: Tie Vote.

The Council recessed for ten minutes.

Mayor West informed everybody that it had not been his intent to kill the project with his vote against Item
No. 17. He indicated that he had intended on merely continuing the item so as to allow for the traffic issues to first
be addressed.

COUNCIL ACTION: MOVED by Mayor West, SECONDED by Council Member Martinez that the
Council reconsider Item No. 17.

M.O. 13-100405

AYES: Irish, Martinez, Hamilton, West
NOES: None
ABSTAIN: Stadtherr
ABSENT: None

COUNCIL ACTION: MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Hamilton that the Council adopt the draft resolution approving the Negative Declaration for Resolution 145-2005 Sunrise Villa Phase 2 & 3 Tentative Subdivision Map; and adopt the draft resolution approving Sunrise Villa Phase 2 & 3 Tentative Subdivision Map.

Resolution 146-2005

AYES: Irish, Hamilton, West
NOES: Martinez
ABSTAIN: Stadtherr
ABSENT: None

Disposition: Approved.

18. CONSIDERATION OF DRAFT REGULATIONS LIMITING CONTINUOUS AND CUMULATIVE OCCUPANCY OF HOTELS, MOTELS AND MOTOR HOTELS

Recommendation: That the City Council hold a public hearing, consider the draft ordinance and approve and give first reading to the ordinance.

City Manager John Longley presented the item, and City Attorney Julia Lew presented the staff report.

The public hearing opened at 8:46 p.m.

• Dick Eckhoff, address on record, voiced support for the proposed ordinance.
• Elva Beltran, a Terra Bella resident, spoke against the proposed ordinance, citing concerns with displacing under-privileged residents.
• Carrie Ducker, 1761 McComb Avenue, questioned the impetus of the item and spoke against it.
• Ernie McAllister, (address inaudible), spoke against the ordinance, voicing concerns with creating homelessness.

The public hearing closed at 8:53 p.m.

Council Member Irish commented that with the proposed Ordinance, the Council was attempting to address a zoning issue. He spoke of the complexity of the issue and the difficult challenges it posed to the Council.

Council Member Stadtherr stated that he did not believe a motel was the proper environment in which to raise a child and that something needed to be done. He then noted that it was curious that there were no motel owners present.

Mayor Pro Tem Hamilton commented that the owners were maximizing their profits at a minimum standard for those who had to live in the motels. He then spoke of the duration of assistance provided by charitable organizations for underprivileged individuals and stated that the Council was attempting to correct a standards issue. He stated that there were programs available to low-income families, such as Section 8, but the use of hotels or motels as homes were not a solution. He then commented on crime rates and indicated that the current situation...
Council Member Martinez agreed that motels were no place to raise a family, and stated that he did not think that any of the individuals were there by choice. He stated that before the Council proceeded in addressing the zoning issue, he believed that the bigger issue of why individuals were living in those conditions needed to first be addressed. At the same time, Council Member Martinez stated that he also did not believe it was right that some individuals continuously lived at the motels, voicing displeasure with the motel owners for taking advantage of the individuals. He indicated that responsibility for the current situation lied not only with the affected individuals and the motel owners, but also with the City. He stated that the Council first needed to determine what the City could do in working with other agencies to address homelessness before proceeding with the Ordinance. He then asked staff if there was enough low-income housing in the City.

City Manager John Longley indicated the City made a significant effort in the area of affordable housing. He stated that there were a large number of market-ready units developed, including several large projects of affordable units constructed in the last few years. Mr. Longley stated that it would be difficult to ascertain whether the significant efforts undertaken by the City would be sufficient to address the specific needs of the motel patrons.

Mayor West agreed with Council Member Martinez’s comments and added that the Council needed to put a human face on the problem. He stated that it would be cold hearted to pass the Ordinance and kick the affected families out onto the street. He then questioned what the City was doing to help the homeless in the community.

Mayor Pro Tem Hamilton indicated that the Council was in a Catch-22, as without any type of Ordinance, the City had no means of requiring the motel owners to bring their properties up to standard. He stated that without the Ordinance, the families would continue to live in poverty and be abused by the property owners. He indicated that by allowing the situation to continue, the City was not addressing the problem. He added that Social Services had been left out of the equation, pointing out that the situation before them was why the Department had been set up.

Council Member Martinez reiterated his contention that the City first had to find a solution for the affected individuals before moving forward with addressing the issue of substandard conditions with the various motel owners.

City Attorney Julia Lew clarified for the Council that the proposed Ordinance was in a preliminary stage and open to modifications.

Council Member Irish commented that he would not have a problem in bringing the item back. He then noted that the motel rates would increase once the property owners were forced to make the necessary improvements. He added that although he supported continuing the item, it would need to be addressed at some point.

COUNCIL ACTION: MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Hamilton that the Council direct staff to continue the matter until the first meeting in January, M.O. 14-100405 2006. The motion carried unanimously.

Mayor Pro Tem Hamilton noted that at least one of the motels had appeared to bring up their standards and that he appreciated the effort.

Mr. Longley added that there were actually a couple of motels that had worked towards improving their properties.
19. BUDGET ADJUSTMENT/CITIZENS’ OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

Recommendation: That the City Council:
1. Conduct the public hearing to receive public comment;
2. Authorize the use of the COPS grant funds to offset costs for the full-time Sworn Officer, the Community Services Officer, and all necessary training, equipment, and overtime costs; and
3. Approve an increase to the Police Department’s 2005-2006 Budget in the amount of $100,000.

City Manager John Longley presented the item, and called on Police Chief Silver Rodriguez for the staff report. Chief Rodriguez then introduced Police Captain Chuck McMillian, who presented the staff report.

The public hearing opened at 9:10 p.m.

• Dick Eckhoff, address on record, clarified that the Program funded an existing position and did not entail creating an additional position.

The public hearing closed at 9:11 p.m.

COUNCIL ACTION: MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Stadtherr that the Council authorize the use of the COPS grant funds to offset costs for the full-time Sworn Officer, the Community Services Officer, and all necessary training, equipment, and overtime costs; and approve an increase to the Police Department’s 2005-2006 Budget in the amount of $100,000.

Disposition: Approved.

City Attorney Julia Lew requested that Item 21 be heard next, explaining that the item was technically an Administrative Hearing.

21. RESOLUTION OF NECESSITY PERTAINING TO THE ACQUISITION OF A PORTION OF PROPERTY (APPROXIMATELY 85 SQUARE FEET OF PROPERTY) LOCATED AT THE NORTHWEST CORNER OF MULBERRY AVENUE AND PLANO STREET (APN #248-010-005) FOR THE PROPOSED TRAFFIC SIGNAL NO. 8 PROJECT

Recommendation: That the City Council:
1. Hear testimony from the owners and/or their representative(s), if they appear at the hearing and request to be heard;
2. Adopt the Resolution of Necessity; and
3. Authorize the City Attorney to take all appropriate action necessary to acquire said property on behalf of the City of Porterville.

City Manager John Longley presented the item, and City Attorney Julia Lew presented the staff report.

Mayor West invited Mr. Richardson to come forward and address the Council.

• John Richardson, 27349 Avenue 138, came forward and voiced concern with removing large
quantities of dirt from the roadway bed, which he asserted would impact the flood irrigation activities on his property. He then voiced opposition to City Attorney Julia Lew’s statement that it was necessary for the City to take the property. He provided pictures of the area in question to the Council, after which a discussion ensued as to the viability of a dirt berm versus a asphalt or cement berm.

In response to comments made during the discussion, Public Works Director Baldo Rodriguez came forward and pointed out that Mr. Richardson’s property was already flooding into the County. He questioned why, if Mr. Richardson was already controlling some of the water with his berm, he had issues with the effectiveness of the City’s proposed berm. He then clarified that a retaining wall would cost substantially more money than would a dirt berm, yet both did the same job. He commented that the parties had already had the discussion regarding the berm.

Mr. Richardson disagreed and stated that he had not seen anything on the berm.

Mr. Rodriguez clarified that his discussion had taken place through the City Attorney, and that he had informed Ms. Lew that staff was not opposed to constructing and maintaining a berm. He stated that with regard to Mr. Richardson’s water run-off, the installation of a storm drain was also a part of the project. Mr. Rodriguez then commented that it was unclear to him as to why Mr. Richardson opposed the matter, considering that the City had proposed to build a berm on City right-of-way and maintain it. He stated that there had been an issue with regard to Mr. Richardson’s olive trees, and that the City had agreed to pay for the removal of an olive tree. Mr. Rodriguez questioned why Mr. Richardson believed the berm proposed by the City would not work.

City Attorney Julia Lew clarified that she and Mr. Richardson’s attorney had discussed the City building a berm on the City’s right-of-way, and that both had agreed that would not be the way to proceed. She stated, however, if the Council chose to do that, or staff recommended it, then the City could proceed that way. Ms. Lew then indicated that the discussion with regard to the berm could be continued, but that the issue before the Council that evening was whether or not the property was needed for the project. She stated that the action recommended that evening would not stop the discussions.

Mayor Pro Tem Hamilton questioned whether the City could construct the berm on Mr. Richardson’s property, and then abandon it.

Ms. Lew indicated that Mayor Pro Tem Hamilton’s suggestion could be explored, but that there might be a gift of public funds issue. She then clarified that the item was procedurally an administrative hearing, and she wanted to be sure that Mr. Richardson had the ability to provide the Council with all of his comments. Mr. Richardson was then invited to come forward if he had any further comments.

Council Member Irish questioned why Mr. Richardson couldn’t construct a berm similar to his existing berm on the backside of his property.

Mr. Richardson responded that there was not enough room to do so, explaining that a power pole was located in that area, which prevented him from turning around with his tractor. He stated that the most cost effective way for the City to proceed was to purchase one of his trees, and reimburse him in an amount equal to what he would have earned from the tree for a one year period, per the interest rate calculation. Mr. Richardson stated that he had never been offered the option of the City building a berm and maintaining it, and that this option sounded pretty good to him. He then clarified that he had never had a conversation with Mr. Rodriguez and that he had only spoken with the City Attorney that afternoon at 4:00 p.m.
Council Member Irish then inquired whether Mr. Richardson would hold the City liable in the event he were to incur tree loss subsequent to the City’s construction of a berm.

Mr. Richardson indicated that he would not think so, as he currently flood irrigated his property, pointing out that olive trees could withstand flooding.

Mayor West confirmed with Mr. Richardson that if the City built a berm and maintained it, he would sign the agreement.

Ms. Lew stated that if Mr. Richardson was willing to do that, she could draft something that would basically release the City.

Mr. Longley stated that Mr. Richardson had called him and he had indicated the City’s intention was to build a berm. He stated that the issue might be the actual definition or specifications of a berm, as Mr. Richardson had voiced concern with footings and foundation.

Mayor West voiced support for building the same type of berm that currently existed on Mr. Richardson’s property, which was a dirt berm. A discussion ensued as to where the berm was needed.

City Attorney Julia Lew clarified that while the current discussion was productive for the project, the issue before the Council that evening was to determine whether or not the property was necessary for the project.

**COUNCIL ACTION:** MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Martinez that Resolution 148-2005 all appropriate action necessary to acquire said property on behalf of the City of Porterville. The motion carried unanimously.

Disposition: Approved.

**SCHEDULED MATTERS**

20. CONSIDERATION OF FARM MANAGEMENT AGREEMENT TERMINATION

Recommendation: That the City Council:

1. Direct staff to complete the audit of the farming operation; and
2. Provide recommendations at the November 15, 2005 City Council Meeting to modify the existing Farm Management Agreement to benefit the City.

City Manager John Longley presented the item and the staff report.

Council Member Irish commented that he would not be satisfied enough to proceed until the audit was completed. A discussion ensued as to possible dates to bring the item back following the completion of the audit. Staff indicated that it was anticipated that the item would return to Council at the November 15, 2005 meeting, at which point Council Member Irish indicated that he would be out of town at that Meeting. Scheduling a special session on November 29, 2005 was then discussed, during which Council Member Martinez indicated that he would be out of town on that date.

Council Member Martinez asked Mayor Pro Tem Hamilton to reiterate his concerns as to planting seasons.

Council Member Stadtherr voiced support for bringing the item back before the Council once a full report was completed.
Mayor Pro Tem Hamilton commented that waiting until the audit was complete was fine with him, however, the City would continue to lose $500,000. He stated that the audit would merely tell the Council how the City lost the $500,000. He then indicated that the Farming Agreement allowed for the City to extract itself from the Contract at the end of 3 years, with 90 days notice. This fact, Mayor Pro Tem Hamilton asserted, would not change. He then stated that he did not believe that the City could modify the contract. A discussion ensued as to whether or not a modification to the contract would technically be terminating the contract.

Mayor West voiced support for waiting until the audit was completed so as to determine the operation’s actual losses and clarified with staff that the City selected the types of crops to be grown.

A discussion ensued during which Mr. Longley indicated that staff expected farming expenditures for FY 2005/2006 to exceed farm revenues by approximately $220,000, adding that expenditures had exceeded revenues each year by more than $250,000. Mr. Longley stated that the audit would glean the loss attributed to the farming operation versus the loss attributed to the purchase of the property, development of bonds, etc.

Council Member Irish noted in the staff report that the City had anticipated a loss at the time of the original negotiations for the Agreement, and indicated that when it returned to the Council for consideration, he would like to have a cap identified, and exactly what the City would do and wouldn’t do presented.

Mayor Pro Tem Hamilton inquired whether the Council Members, as businessmen, would continue as a party in the same contract.

Mayor West indicated that he would not be able to answer that question until the numbers were known for certain, which would be provided by the audit.

Council Member Martinez requested that Farm Manager Bob Nuckols be afforded the opportunity to come forward and address the Council.

- Bob Nuckols, came forward and asserted that farming expenditures must be separated out from all other expenditures. He voiced concern that he as the Farm Manager carried the blame for the large deficit, while costs that were not associated with farming were included in the Farm Budget. He stated that the actual farming operation was not really performing that badly, but the figures, as currently shown, skewed the actual results.

Mayor Pro Tem Hamilton commented that he was sorry that Mr. Nuckols felt as though the public perception was that he was to blame for the deficit, however, the Council had never stated that the deficit was his fault. Rather, Mayor Pro Tem Hamilton commented, the City had entered into a contract that did not benefit the City, nor Mr. Nuckols. A discussion ensued as to the custom projects not related to farming that Mr. Nuckols performed.

At the Mayor’s request, Deputy City Manager Darrel Pyle explained the level of detail that could be expected with the audit.

Mayor Pro Tem Hamilton commented that the Council was to have had that level of detail all along, and voiced concern that the Council had not ever received it.

Mr. Pyle confirmed that Mayor Pro Tem Hamilton’s concerns would be looked into.
Mr. Longley added that Waste Water Treatment Facility Supervisor John Baker was currently preparing a very detailed breakdown of all farming activities, percolation pond operations, and marketing and management elements. He added that staff would utilize this breakdown to modify the Budget, and draft a new Farm Agreement.

Mayor Pro Tem Hamilton again voiced support for terminating the Farm Agreement that evening, which he asserted would ensure that the Council would rectify the situation. He then clarified his contention that the City would not make changes to operations in the middle of a crop season.

Council Member Martinez confirmed with Mr. Nuckols that he believed the current Farm Agreement could work, however the farming costs needed to be separated out. A discussion ensued as to the time frame involved in modifying the Farm Agreement once the audit had been completed. Mr. Longley projected that negotiations could commence immediately after the audit results were received, however, if the Farm Agreement was cancelled that evening, it was uncertain as to who would be able to farm the property within 90 days.

At Mr. Longley’s request, Public Works Director Baldo Rodriguez estimated that a solid RFP would take at least 60 days to draft. A discussion as to the expected RFP process and timeline continued, during which Mr. Longley voiced concern with cancelling the Agreement that evening, commenting that he did not believe anything would be gained by the action.

Mayor West voiced support for staff’s recommendation.

Mayor Pro Tem Hamilton commented that action should have been taken long before, and noted that instead, the Council would be postponing action even further.

COUNCIL ACTION: MOVED by Council Member Irish, SECONDED by Council Member Stadtherr that the Council direct staff to complete the audit of the farming operation; and provide recommendations at the November 15, 2005 City Council Meeting to modify the existing Farm Management Agreement to benefit the City.

AYES: Irish, Martinez, Stadtherr, West
NOES: Hamilton
ABSTAIN: None
ABSENT: None

Disposition: Approved.

22. REQUEST TO ADDRESS CONCERNS IN REGARD TO PROPERTY LOCATED AT 379 N. HOCKETT STREET

Recommendation: That the City Council direct staff to provide the property owner with the following options for resolution of the matter:
1. Continue enforcement of the City Standards for PO use at 379 N. Hockett Street, which would allow non-medical uses with the existing number of parking spaces;
2. Provide property owner with the option to remodel garage to allow access to/from the alley. This action may require improvements to alley per City Standards;
3. Lease two (2) public parking lot spaces to property owner at rate determined to be fair market value for construction of a parking space and with an annual lease rate to cover on-going maintenance of the parking spaces to bring property into compliance with parking standards. (Note: It is estimated that current fair market value per space is $2,021.40.)
City Manager John Longley presented the item, and Project Manager Susan Duke presented the staff report. Ms. Duke noted that option No. 3 contained a typographical error in that “two (2) parking spaces” should actually read “one (1) parking space.”

Mr. Longley clarified that if the property was used for anything other than a medical office, then option No. 1 of the staff report would apply.

At Mayor West’s invitation, property owner Mary McClure came forward and addressed the Council.

- Mary McClure, indicated that when she had purchased the property in question, it had been zoned Professional Office (PO) and that it was still zoned PO. She stated that she remodeled the building and utilized it as her office for two years. She asserted that when she had attempted to sell or lease the property, the City had cost her two sales and two leases by denying business licenses to potential applicants. Ms. McClure then contended that the property on the northeast corner of Harrison Avenue and D Street, on which the church is located, was not owned by a non-profit organization, but rather an individual. She equated her situation to that of the church, who was not required to develop parking spaces and instead allowed to use the City lot. She then alleged that the Zalud House also did not have sufficient parking.

Mayor Pro Tem Hamilton commented that whether or not the church was in compliance would be investigated. A discussion then ensued as to how many parking spaces Ms. McClure’s property currently had and the options available for various types of uses, such as a spa.

Mayor West commented that he had attended several meetings with staff and Ms. McClure and that he believed staff always found something different with which Ms. McClure to be required to comply. A discussion ensued as to exactly which items Mayor West had referred. Mayor West commented that Ms. McClure had first been required to place lever handles on her panel doors; and then she was required to address water runoff from the roof. It was pointed out that those requirements pertained to finalizing the construction permit.

Mayor Pro Tem Hamilton commented that the items raised by the Mayor pertained to a completely different issue than was currently before the Council.

Ms. McClure came forward and indicated that the impetus of her problems was being charged $75 by the City to officially change her property from Residential to PO. She stated that she had refused to pay the $75 because she had already been zoned PO.

Public Works Director Baldo Rodriguez indicated that one comprehensive list had been provided to Ms. McClure and that the list had been reviewed with her. He stated that there were items that had not been addressed, and that she had acted to take care of those remaining items. Contrary to the Mayor’s belief, Mr. Rodriguez stated, there was not one list after another, but rather one comprehensive list from the start. He indicated that once Ms. McClure had complied with all of the building requirements, she had been notified of such and informed that there remained an outstanding parking issue. He stated that he had always discussed that the parking issue was a planning matter that would need to be addressed.

In response to Mayor Pro Tem Hamilton’s request, staff indicated that the $75 fee was to allow the PO use in that area and represented a permit for that purpose. Mr. Longley stated that while the property had been zoned PO, Ms. McClure’s office had been operated as a home occupation. He indicated that Ms. McClure’s office operated as an existing non-conforming residential use in the area. Noting that it had been some time since he had reviewed the issue, Mr. Longley stated that he could not exactly recall the nuances of the matter.
Council Member Irish stated that Ms. McClure had not been treated differently than anyone else, but the circumstances were not good. He then confirmed that the City had not before rented a parking space to anyone else.

Council Member Martinez commented that he believed the issue was about promoting business and voiced support for finding a solution to promote business growth. He questioned whether an exception could be made, as a City parking lot was so close to the subject property. Staff indicated that if the Council so desired, Ms. McClure could file for a variance.

Ms. McClure voiced concern with what she perceived to be unwarranted and unequally-applied scrutiny by City staff to any of her projects.

Mayor West commented that no other individual had been asked to lease a parking space from the City and noted that the issue needed to be resolved. He voiced concern with requiring Ms. McClure to develop a parking space when the City’s lot was next to the property. He then spoke of parking lot lights shining in on surrounding residents due to the City not building a block wall.

Mayor Pro Tem Hamilton commented that the City needed to stay consistent with its application of requirements. He noted that perhaps the City should review changing the requirements so that all Business-Professional Offices were required to have 1 parking space per 300 sq. ft. rather than Medical Offices being required to have 1 parking space per every 200 sq. ft. It was clarified that square footage was calculated using the gross floor area and included storage areas.

Mr. Rodriquez clarified that the figure of $2,021.14 stated in the staff report as fair market value for a parking space was merely the cost to build the space and did not represent the proposed lease amount. He stated that any lease would be negotiable.

Mayor West commented that Ms. McClure should be able to use the City parking lot.

Mayor Pro Tem Hamilton responded that the issue was not whether Ms. McClure had the right to use the City parking lot, as she indeed had the same right as anyone else. The issue, he stated, pertained to Zoning Ordinance requirements that mandated having a certain amount of parking spaces. He then spoke in favor of changes the standards in square footage requirements.

City Manager John Longley pointed out that Ms. McClure could proceed with virtually any type of use except Medical without any changes. He then stated that if the Council so desired, staff could return with a revision to the Zoning Ordinance. He then clarified that if the Council wished to proceed with the use as a variance, Ms. McClure would be required to file a Variance Application. A discussion then ensued as to the status of the adjacent church. Mr. Longley indicated that staff had sought to determine that day whether the church had continuously operated, because if it had not operated for a 1 year period, the church would lose its legal non-conforming status. He indicated that research showed thus far that it had operated on a continuous basis.

Mayor West questioned why, if the City was requiring the church and Ms. McClure to comply, was the Zalud House not in compliance. Mr. Longley indicated that he believed the City was in compliance. He stated that the property on which the parking lot sat was gifted to the City by Mrs. Pearl Zalud. He stated that while the lot was a public lot available to everyone, it was built to serve the Zalud House.

Council Member Irish commented that he did not have a problem with Ms. McClure obtaining a variance, since there was an adjacent parking lot available and he understood Ms. McClure’s predicament.
Mr. Longley explained the process by which staff would proceed if the Council wished to proceed with a variance.

Ms. Lew clarified that if the Council proceeded with the variance, it would create a situation in which variances would need to be applied in similar situations. She warned that such action could ultimately create a situation in which the exception might become the rule, and in that case, she would recommend that, in the alternative, the rule be changed.

Mr. Longley clarified with Mayor Pro Tem Hamilton that he would like to instead change the Zoning Ordinance to modify the requirement for parking spaces in PO from 1 space for every 200 sq. ft. to 1 space for every 300 sq. ft. He stated that staff could prepare a draft Zoning Ordinance for the Council’s review at the next meeting, noting that it would also require a public hearing.

Mayor Pro Tem Hamilton moved that the Council change the Zoning Ordinance pertaining to the requirement of parking spaces for PO Medical from 1 space for every 200 sq. ft. to 1 space for every 300 sq. ft.

Council Member Stadtherr seconded Mayor Pro Tem Hamilton’s motion.

City Attorney Julia Lew clarified that the process by which the Ordinance would return to Council.

Council Member Irish noted that he would like to know the potential impact City-wide due to the proposed change. It was stated that the parking space standard likely dated back to the 1970s.

COUNCIL ACTION: MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Stadtherr that the Council direct staff to bring back to the Council at the next Regular Meeting, a preliminary draft Zoning Ordinance modifying the requirement for parking spaces from one (1) space for every two hundred (200) sq. ft. to one (1) space for every three hundred (300) sq. ft. for PO Medical uses, and provide an analysis of potential impacts of such change in the staff report.

AYES: Irish, Hamilton, Stadtherr, West
NOES: Martinez
ABSTAIN: None
ABSENT: None

Disposition: Direction provided to staff.

23. ENVIRONMENTAL REVIEW OF THE CITY OF PORTERVILLE DOWNTOWN PARKING PROJECT - PHASE 2

Recommendation: That the City Council:
1. Adopt the resolution approving a Negative Declaration for the City of Porterville Downtown Parking Project - Phase 2;
2. Direct staff to proceed with working drawings and specifications in preparation for the award and construction of this project; or
3. Direct staff to prepare an agenda item requesting approval of a Resolution of Intent to Abandon a portion of Oak Avenue, and set a public hearing in relation thereto; and
4. If Council should decide against the abandonment and closure of Oak Avenue, direct staff to proceed with working drawings and specifications in preparation for the award and construction of Element No. 1 of the Project (parking lot improvements), as well as intersection and street improvements along Oak Avenue between Hockett Street and Division Street.

City Manager John Longley presented the item, and Deputy City Manager Darrel Pyle presented the staff report.

The Council recessed for 5 minutes.

Audience members were invited to come forward and address the Council.

- Jim Cone, 118 North Second Street, spoke against the proposed closure of Oak Avenue.
- Pam Hughes, 177 North Main Street, spoke of the approximately 65-70 signatures she had collected from business owners opposing the street closure, voiced concern that the Downtown Porterville Association had endorsed the project, alleging members had not been polled and some were opposed; and voiced concern with losing customers due to patrons being forced to travel an extra block down to Olive Avenue to circle back around to find parking on Main Street.
- An unidentified individual came forward and spoke of the formation of a group of downtown property owners in 1991 that had raised money to purchase the Frontier property to address parking and access issues.
- Dorothy Olson, downtown property owner, spoke against a pedestrian mall voicing concerns with pigeons, problems attracting patrons due to inclement weather, and eliminating vehicular access to some tenants thereby inhibiting their ability to receive repairs, fire assistance, etc.
- Felipe Martinez, came forward as President of the Board of El Futuro Credit Union, and spoke in opposition to the street closure, citing the need to utilize the street as a thoroughfare.
- Dick Eckhoff, came forward and read Ms. Renay Sprague’s letter in the record as follows:

  Dear Councilmen: I am writing you today as I will be out of town and unable to attend the October 4 City Council Meeting to address the pedestrian mall that has been presented to you for your consideration. I use Oak Avenue quite often to cut across Main Street, but I feel the benefits far outweigh the inconvenience of having to drive around to Olive and get back and forth. This seems to be little time expense on my part and this opportunity you have to utilize funding for such a wonderful improvement would be hard to outweigh with such as small inconvenience. I have seen documents that were passed out to people to sign saying that they were not in favor of this development idea, but they give no reason for not wanting it. I have heard that some think that they will lose customers over this. I just don’t understand how this improvement would affect someone wanting to shop on Main Street. The improvement has parking spaces, something that all merchants can use, and makes for a safer shopping environment. I wish I had time to go stand in front of a major store and pass out papers for people to sign in favor of it, who have no idea of what it even looks like, so you can have the numbers in favor of this project. But, I am a busy businesswoman at this time and just haven’t had the opportunity to do something like that. As a member of Downtown Porterville Association, it is very disappointing to have conducted our own special information meetings and placed this item on the Agenda at least a couple of
Mr. Eckhoff then spoke in favor of closing Oak Street for a pedestrian mall, asserting that alternate routes would only cause an additional 25 seconds southbound, and 55 seconds northbound. He then contented that safety issues currently existed at the intersection of Main Street and Oak Avenue, and commented that a pedestrian mall would create a more inviting environment for downtown patrons.

Mayor Pro Tem Hamilton reminisced of the ill-effects on his former Main Street business when Main Street had been made a one-way street. He voiced concern with the potential negative effects on downtown merchants due to the closure of Oak Street, and questioned what would be accomplished with a pedestrian mall. He then indicated he was not in favor of closing Oak Street.

Council Member Stadtherr commented that if Main Street merchants only depended on Main Street parking, those businesses were doomed. He stated that the key was to open up more parking on the backside, and noted that cities with pedestrian malls were often the most pleasant cities. He then voiced support for developing more parking between Division and Hockett Streets, providing more signage directing patrons to parking lots, and then considering the closure of Oak Street. He then spoke in favor of approving Element No. 1, and postponing Element No. 2.

Mayor Pro Tem Hamilton noted that Fresno had attempted a pedestrian mall and it had not been successful.

Council Member Irish commented that he had watched the flow of traffic on Oak Avenue between 9:45 a.m. and 11:00 a.m. and again between 3:30 p.m. and 4:45 p.m. and had noted quite a bit of vehicular traffic, as well as pedestrian traffic from the Transit Center. He indicated that he viewed the proposed pedestrian mall as an overall project in conjunction with the Transit Center. A discussion then ensued as to the proposed surface treatments, width and grade of Oak Avenue. Council Member Irish then spoke in favor of a temporary barricade of Oak Avenue so as to gauge any effects on merchants.

Mayor Pro Tem Hamilton commented that he would be willing to experiment with the temporary barricade, but not for a lengthy period of time.

Council Member Stadtherr stated that he did not believe a short term closure of the street would provide accurate data, and reiterated his desire to first see improvements to existing parking lots before considering closing Oak Avenue. A discussion ensued as to the current use of downtown City parking lot west of Main Street.

Mayor West noted the large opposition to the street closure and pedestrian mall, mainly from business owners and stated that he sided with the business owners. He commented that it would be a big mistake to proceed, cautioning that business owners would suffer.

Council Member Martinez clarified with staff that approximately 3 to 4 parking spaces would be created on Main Street with the closure of Oak Avenue. Mr. Pyle noted that the proposed project’s impetus had been staff’s awareness of the availability of FTA §5307 funds and the opportunity those funds provided. Mr. Pyle explained that it the Council decided to proceed with only Phase I, Phase II, being the closure of Oak Avenue, would likely not be funded, at least by those FTA funds in the near future.
In response to Mayor West’s question, Mr. Pyle indicated that public meetings had been held prior to pursuing the FTA funding. He elaborated that the DPA had placed the item on their Agenda, and that some negative commentary had been received.

Council Member Martinez commented that he did not believe the inconvenience of having to drive a block further was that significant. He indicated that he believed that if the downtown merchants were providing a product that individuals sought, they would find them, citing the popularity of the Dutchman’s Frontier Restaurant in Ducor as an example. He commented that Downtown Porterville needed some innovation and creativity and that the proposed project provided that. He then attributed the opposition to an unwillingness to change.

COUNCIL ACTION: MOVED by Council Member Martinez, SECONDED by Council Member Irish that the Council adopt the resolution approving a Negative Declaration for the City of Porterville Downtown Parking Project - Phase 2; direct staff to proceed with working drawings and specifications in preparation for the award and construction of this project; direct staff to prepare an agenda item requesting approval of a Resolution of Intent to Abandon a portion of Oak Avenue, and set a public hearing in relation thereto.

AYES: Martinez, Irish
NOES: Hamilton, Stadtherr, West
ABSTAIN: None
ABSENT: None

Resolution 149-2005 MOVED by Council Member Stadtherr, SECONDED by Mayor Pro Tem Hamilton that the Council adopt the resolution approving a Negative Declaration for the City of Porterville Downtown Parking Project - Phase 2; and defer the portion of the Project pertaining to the Pedestrian Mall on Oak Avenue for further study.

AYES: Martinez, Hamilton, Stadtherr, West
NOES: Irish
ABSTAIN: None
ABSENT: None

Disposition: Approved as to Element No. 1 only.

24. CONSIDERATION OF A DRAFT ORDINANCE ADDRESSING NEGLECT OF REAL PROPERTY

Recommendation: That the City Council review the draft ordinance, provide additional input, and direct that the ordinance be brought back to the Council on October 18, 2005 for consideration and first reading.

City Manager John Longley presented the item, and City Attorney Julia Lew presented the staff report.

In response to Mayor Pro Tem Hamilton’s question, Ms. Lew indicated that enforcement would be handled on a complaint basis, and that there would be no legal grandfathering of any business. She then stated that “unsightly” was a subjective term and that standards would need to be set and equally applied. She then noted that the Ordinance really would address severely deteriorated exteriors and clearly unmaintained properties.
Mayor Pro Tem Hamilton voiced support for the Ordinance.

Council Member Stadtherr agreed with Mayor Pro Tem Hamilton.

COUNCIL ACTION: MOVED by Council Member Stadtherr, SECONDED by Mayor Pro Tem Hamilton that the Council direct staff bring the draft ordinance back to the Council on October 18, 2005 for consideration and first reading. The motion carried unanimously.

Disposition: Approved.

25. ELIMINATING TRUCK PARKING ALONG OLIVE AVENUE, PLANO STREET AND WESTWOOD STREET

Recommendation: That the Council direct the Public Works Director to:

1. Advertise in the local newspaper informing interested parties that a meeting will be held to discuss the City’s intent to prohibit parking along the Olive Avenue, Plano Street, and Westwood Street corridor, and that the City welcomes input on alternative parking arrangements;

2. Transmit a formal letter requesting the Tulare County Board of Supervisor’s approval to prohibit commercial truck parking and the stationing of trailers along that portion of Olive Avenue located in the County; and

3. Prepare a staff report with recommendations related to commercial truck parking along the Olive Avenue, Plano Street and Westwood Street corridors based on input received at the above-mentioned public meeting and based on the response received from the Tulare County Board of Supervisors.

City Manager John Longley presented the item, and Public Works Director Baldo Rodriguez presented the staff report.

Council Member Irish commented that the trucks in question would merely be moved from one side of the City to the other.

Mayor Pro Tem Hamilton voiced concern with causing trucks to relocate into residential areas, to which somebody pointed out that commercial trucks were not allowed in residentially zoned areas. He then commented that he had not witnessed trucks parking along thoroughfares in other cities, citing Tulare as an example where trucks parked in large terminals.

Council Member Martinez agreed, pointing out that the City of Dinuba also prohibited trucks parking on streets. He then spoke of the dangers posed by parked trucks, particularly in the evenings and during foggy conditions.

At Mayor West’s request, Police Chief Silver Rodriguez informed the Council that at the present time, the Police Department was not enforcing the Ordinance pertaining to the parking prohibition of commercial vehicles in residential districts, primarily due to posting requirements to which the City has not adhered.
Council Member Irish questioned whether there were cities that simply banned truck parking within city limits. A discussion ensued during which the City Attorney indicated that she could research how other local cities were handling the situation.

COUNCIL ACTION: MOVED by Council Member Martinez, SECONDED by Council Member Stadtherr that the Council direct the Public Works Director to advertise in the local newspaper informing interested parties that a meeting will be held to discuss the City’s intent to prohibit parking along the Olive Avenue, Plano Street, and Westwood Street corridor, and that the City welcomes input on alternative parking arrangements; transmit a formal letter requesting the Tulare County Board of Supervisor’s approval to prohibit commercial truck parking and the stationing of trailers along that portion of Olive Avenue located in the County; and prepare a staff report with recommendations related to commercial truck parking along the Olive Avenue, Plano Street and Westwood Street corridors based on input received at the above-mentioned public meeting and based on the response received from the Tulare County Board of Supervisors. The motion carried unanimously.

Disposition: Approved.

26. JAYE STREET CORRIDOR IMPROVEMENT PROJECT (COP REFINANCE)

Recommendation: That the Council approve the proposed financing schedule and authorize staff to move forward with the refinancing.

City Manager John Longley presented the item, and Deputy City Manager Darrel Pyle presented the staff report. Mr. Pyle introduced John Fitzgerald of Fitzgerald & Associates and indicated Mr. Fitzgerald was available to answer any questions that the Council might have.

In response to Council Member Irish’s question, Mr. Pyle indicated that the funds would be put towards infrastructure along the Jaye Street Corridor to accommodate commercial and retail development in that area. He elaborated that funds would include improvements on Indiana Street for a low water crossing, and the relocation to the north of the frontage road currently located next to The Home Depot, a new railroad crossing on Main Street, street improvements to Scranton, South Jaye, Indiana and Gibbons to accommodate the additional traffic, as well as interchange improvements on Highway 190 at Jaye Street.

Public Works Director Baldo Rodriguez estimated that staff might be ready to commence work in approximately 6 months on Jaye Street.

Mr. Pyle then proceeded to explain the process by which staff would like to proceed, with one environmental document that would encompass all separate improvements. He indicated that construction would be completed in phases, but that in order to proceed most expeditiously, it would be handled as one master project with one environmental document.

Mayor Pro Tem Hamilton confirmed that $881,000 was the cost of issuance and that the City would not be required to cut a check, but rather the money would come from proceeds.

John Fitzgerald of Fitzgerald & Associates came forward and indicated that the proposed refinance was based on the same structure as the original issuance. He indicated that the overall percentage cost of issuance was
approximately the same as it was in 1998, and that it included various aspects like the cost of legal work, printing, trustee work, verification, and the marketing of the securities generating the Fund. He stated that the proposed refinance was a win-win for the City. A discussion ensued as to the new debt service payment, during which it was stated that the original issuance had a 5.2% interest rate, and the new issuance’s rate would be on average 4.4%.

Council Member Irish voiced support for having a list of the exact projects towards which the funds would be applied. A discussion ensued as to the effects of the refinance on the City’s revenue stream, and how the drawdowns and debt service payments technically functioned. It was stated that the funding could occur as early as December 2005.

In response to a question posed by Mayor Pro Tem Hamilton, Senior Planner Julie Boyles explained the timeline for the environmental reports on the Jaye Street/Highway 190 commercial developments.

**COUNCIL ACTION:**

MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Stadtherr that the Council approve the financing schedule and authorize staff to move forward with the refinancing.

M.O. 20-100405

AYES: Martinez, Hamilton, Stadtherr, West

NOES: Irish

ABSTAIN: None

ABSENT: None

Disposition: Approved.

27. **APPOINTMENT OF TWO (2) ADDITIONAL MEMBERS TO THE GENERAL PLAN ADVISORY COMMITTEE**

Recommendation: That the City Council appoint the additional two individuals to the General Plan Update Advisory Committee.

City Manager John Longley presented the item, and Acting Community Development Director Susan Duke presented the staff report.

Mayor Pro Tem Hamilton voiced support for including representatives from the agricultural community, yet acknowledged the concern by some Council Members in making the Committee too large and cumbersome. He noted that the agricultural community had been inadvertently omitted when the Committee had been established and pointed out that agriculture comprised about 60% of the community. He then indicated that a large community might be beneficial as some Committee members might not be available to attend all meetings.

Mayor West noted that agriculture was a large part of the Porterville community.

Mayor Pro Tem Hamilton moved that the Council appoint the two additional members to the General Plan Update Advisory Committee pursuant to staff’s recommendation.

Council Member Irish seconded Mayor Pro Tem Hamilton’s motion.

Council Member Martinez suggested that the Council open up the appointments to any other segments of the community that might not be represented on the Committee.
COUNCIL ACTION: MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Irish that the Council appoint Mr. Eric Borba and Mr. Paul Paulin as representatives of the agricultural community to the General Plan Update Advisory Committee.

M.O. 21-100405

AYES: Irish, Hamilton, West
NOES: Martinez, Stadtherr
ABSTAIN: None
ABSENT: None

Disposition: Approved.

28. CONSIDERATION OF RESCHEDULING REMAINING MAXIMUS FEE SCHEDULE PUBLIC HEARINGS REGARDING BUILDING, RECREATION, AND ALL OTHER FEES

Recommendation: That the Council set November 15, 2005 as the date to hold a public hearing to consider the Planning and Building Division Fees, and set December 6, 2005 as the date to hold a public hearing to consider the Recreation and all remaining Fees and Schedules.

City Manager John Longley presented the item, and Deputy City Manager Darrel Pyle presented the staff report.

Council Member Stadtherr moved that the Council approve staff’s recommendation.

Council Member Irish seconded Council Member Stadtherr’s motion.

At Mayor Pro Tem Hamilton’s request, Mr. Pyle updated the Council on the status of recent discussions with the development community regarding the proposed increases. Mr. Pyle indicated that staff’s recommendation regarding the adoption of the fees might change, depending on the final outcome of those continuing discussions.

COUNCIL ACTION: MOVED by Council Member Stadtherr, SECONDED by Council Member Irish that the Council set November 15, 2005 as the date to hold a public hearing to consider the Planning and Building Division Fees, and set December 6, 2005 as the date to hold a public hearing to consider the Recreation and all remaining Fees and Schedules. The motion carried unanimously.

Disposition: Approved.

29. ADOPTION OF RESOLUTION REQUESTING THE COOPERATION OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND THE BUILDING INDUSTRY OF TULARE AND KINGS COUNTIES

Recommendation: To be determined by the Council.

City Manager John Longley presented the item and indicated that a Council Member had requested the item be placed on the Agenda.

Mayor Pro Tem Hamilton commented that the proposed resolution set up more bureaucracy. He then confirmed with Council Member Stadtherr that Rule 9510 would set up a revenue source for the Air Quality Board.
Council Member Stadtherr indicated that the item had resulted from a lunch he had attended with Bob Keenan of the Building Industry Association. He stated that he believed the proposed resolution would encourage the mutual cooperation of the parties to resolve the issues.

At the Council’s invitation, Mr. Greg Woodard came forward. He stated that as a member of the Building Industry Association, he opposed the proposed resolution. He commented briefly of the outstanding issues between the District and the BIA and requested that a copy of the proposed resolution be provided to the BIA so it could be reviewed.

Mayor Pro Tem Hamilton moved that the Council deny the adoption of the proposed resolution.

Council Member Irish seconded Mayor Pro Tem Hamilton’s motion and questioned why the City should resolve to encourage the cooperation of two separate entities. He commented that he did not know why the City of Porterville should get involved.

Council Member Stadtherr noted that the Resolution did not favor one party over the other, but merely acknowledged the necessity of resolving the differences between the parties.

**COUNCIL ACTION:** MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Irish that the Council deny the adoption of a resolution requesting the cooperation of the San Joaquin Valley Air Pollution Control District and the Building Industry of Tulare and Kings Counties.

- **AYES:** Irish, Martinez, Hamilton, West
- **NOES:** Stadtherr
- **ABSTAIN:** None
- **ABSENT:** None

Disposition: Approval of Resolution Denial.

30. **FINANCIAL AUTHORIZATION FOR A STUDY GROUP TO TRAVEL TO CARSON, NV TO LOOK AT THE SUPER WAL-MART**

Recommendation: To be determined by Council.

City Manager John Longley presented the item and indicated that a Council Member had requested the item be placed on the Agenda.

Council Member Stadtherr commented that he had proposed the item in the event the Council wanted more information.

Mayor Pro Tem Hamilton questioned what would be gained by traveling to Carson City, NV, suggesting it was proposed only due to the boundary dispute that had ensued there.

Council Member Irish commented that if Council Member Stadtherr wished to travel to that location, he should go, but not at the taxpayers’ expense.
Council Member Martinez stated that there were other means of gathering information on that particular location.

Disposition: No action taken.

31. CONSIDERATION OF FIELD TRIP TO VIEW HILLSIDE DEVELOPMENT

Recommendation: That the Council authorize staff to:
1. Schedule a special study session for hillside development to take place on Monday, October 31, 2005; and
2. Budget the monies available to support the consultant and the chartered bus.

City Manager John Longley presented the item and the staff report.

Council Member Irish indicated that he had been a part of the meeting with Consultant Mark Rogers, during which he had provided a great deal of insight. He stated that Community Development Director Brad Dunlap had also attended that meeting and was also impressed. He spoke in favor of approving the item. A discussion ensued as to the cost of the trip.

Mayor Pro Tem Hamilton suggested two separate trips with the Council Members so as not to constitute a meeting and possibly save money on the cost of the chartered bus. He also stated that perhaps only the two representative on the Hillside/Eastside Development Committee should attend. He questioned the necessity of the entire Council traveling down south at a cost of $4,000.

- Greg Woodard, Woodard Homes, came forward and spoke in favor of approving the trip. He commented that it would be best if the trip included the entire Council and members of the public, so that when the item came before the Council, the effort would have been unified. He added that a group of hillside developers had hired the consultant for feasibility studies at an initial cost of approximately $30,000, and believed that funding the trip was something the Council should do.

Mr. Longley indicated that the travel and bus expense would be distributed amongst travel accounts for the Council and participating departments. He stated that the consulting fees would come out of a professional services line item. A discussion ensued as to the proposed date of October 31, 2005. Council Member Martinez noted that because that date fell on a Monday, he would be unable to attend.

Council Member Irish indicated that October 31, 2005 was the only day available to all of the parties at the developer meeting, and noted that he would need to take a day off of work to attend the meeting.

Council Member Stadtherr requested that the Council attempt to reschedule the meeting to accommodate Council Member Martinez.

Council Member Martinez suggested that the trip be videotaped.

Mayor Pro Tem Hamilton requested that Council Member Martinez attempt to procure the day off from work.
COUNCIL ACTION: MOVED by Council Member Stadtherr, SECONDED by Mayor Pro Tem Hamilton that the Council authorize staff to schedule a special study session for hillside development to take place on Monday, October 31, 2005; and budget the monies available to support the consultant and the chartered bus. The motion carried unanimously.

Disposition: Approved.

15. RESOLUTION OPPOSING THE DECISION IN NEWDOW V. CONGRESS OF THE UNITED STATES (E.D. CAL. 2005), NO. CIV. S-05-17

Recommendation: That the City Council consider the resolution opposing the recent Federal Court action.

City Manager John Longley presented the item and the staff report.

Council Member Martinez informed everyone that he had requested the item and spoke in its favor.

COUNCIL ACTION: MOVED by Council Member Martinez, SECONDED by Council Member Irish that the Council approve the Resolution Opposing the Decision in Newdow v. Congress of United States (E.D. Cal. 2005), No. Civ. S-05-17. The motion carried unanimously.

Disposition: Approved.

16. RESOLUTION REGARDING THE ADVERSE ECONOMIC IMPACTS OF THE FRIANT WATER USERS ISSUE DIVERTING WATER FROM TULARE COUNTY AGRICULTURE TO FISHERY RESTORATION

Recommendation: That the Council adopt the proposed resolution and authorize the transmittal of the document to all appropriate parties.

City Manager John Longley presented the item, and noted that the item had been requested by a Council Member.

Council Member Irish moved that the Council adopt the proposed resolution.

Mayor Pro Tem Hamilton seconded Council Member Irish’s motion.

Council Member Stadtherr voiced opposition to the proposed resolution, noting that it appeared to him to be judicial activism.

COUNCIL ACTION: MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Hamilton that the Council adopt the Resolution Regarding River Flow and Release Issues Raised in a Recent U.S. District Court Ruling.

AYES: Irish, Martinez, Hamilton, West
NOES: Stadtherr
ABSTAIN: None
ABSENT: None
ORAL COMMUNICATIONS
• Greg Shelton, 888 N. Williford Drive, voiced concern with adding individuals to the General Plan Update Advisory Committee when he had previously been denied due to the large size of Committee; voiced caution with the ordinance language proposed in Item 24 addressing property negligence; and spoke in opposition to the Council’s decision on Item 20.

OTHER MATTERS
• Council Member Martinez requested that other organizations be allowed the opportunity to also participate on the General Plan Update Advisory Committee.
• Mayor Pro Tem Hamilton thanked the Council for approving the trip to Washington, D.C. and updated everyone on the trip and the meetings that took place. He then informed the Council of a recent meeting with legislators and water districts regarding the Success Dam Remediation, during which the City was requested to support a request – via resolution – for an additional 6,000 acre feet of water at Success Lake.
• Julia Lew requested a quorum on either October 10th or October 11th for a very brief meeting to address a procedural requirement related to the Hillside Interim Urgency Ordinance. It was decided that a mutually convenient time for those available to participate would be coordinated through Mr. Longley’s Secretary, Carol Bodine.

ADJOURNMENT
The Council adjourned at 12:24 a.m. to the meeting of October 18, 2005

_________________________________________ Patrice Hildreth, Deputy City Clerk

SEAL

_________________________________________ Kelly West, Mayor
Call to Order: 6:30 a.m.

Present: Council Member Irish, Mayor Pro Tem Hamilton
Absent: Council Member Martinez, Council Member Stadtherr, Mayor West

Staff Present: John Longley, Brad Dunlap, Michael Reed

Public Present: Gregg Woodard, Joe Guerrero, Aaron Burgin

The Chief Deputy City Clerk noted the lack of a City Council quorum for the record.

SCHEDULED MATTER
1. HILLSIDE DEVELOPMENT FIELD TRIP

The above stated individuals assembled on the chartered bus and departed on the field trip at 6:42 a.m.

Georgia Hawley, Chief Deputy City Clerk
COUNCIL AGENDA - November 15, 2005

SUBJECT: CLAIM - RONALD CRUZ

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: Ronald Cruz has filed a claim against the City for personal injury. He is claiming that on April 5, 2005, he was injured by Porterville Police Officers during an arrest.

The amount being claimed as of the date of this claim is stated as a Superior Court Unlimited Civil Case.

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 Form

Item No. 2

Dir. Appro. Funded
CITY OF PORTERVILLE
CLAIM FORM

FORM B
(Please Type Or Print)

CLAIM AGAINST CITY OF PORTERVILLE / PORTERVILLE POLICE DEPARTMENT

Claimant's name: Ronald Thomas Cruz

Claimant's Telephone No.: 

SS#: ________________________ DOB: ________________________

Claimant's address: PO Box 5005, D.4 Cell #213-U, North Kern State Prison, Delano, CA 93216-5005

Address where notices about claim are to be sent, if different from above: The Rann Law Firm, LLP

4910 Birch Street, Suite 100, Newport Beach, CA 92660

Date of incident/accident: 4/05/05

Date injuries, damages, or losses were discovered: 4/05/05

Location of incident/accident: 482 N. 3rd. Street, Porterville, CA

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

What did entity or employee do to cause this loss, damage, or injury? Battery causing injuries to head, right Forearm and hand.

(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)? Porterville PD, Officers Dowling, Kemp, Lientz, Contreras, and Martinez.

What specific injuries, damages, or losses did claimant receive? Injuries to head, right Forearm and hand.

(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 the 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 910(f)]

Tulare County Superior Court
Porterville Court House (Unlimited civil action case)

How was this amount calculated (please itemize)? ________________________

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

Date Signed: 10/4/05 Signature: ______________

If signed by representative:

Representative's Name Pankit Doshi, Esq.

Address The Rann Law Firm, LLP

4910 Birch Street, Suite 100, Newport Beach, CA 92660

Telephone # (949) 955-3900

Relationship to Claimant Attorney of Record
COUNCIL AGENDA: NOVEMBER 15, 2005

SUBJECT: AWARD CONTRACT - MEDIAN ISLANDS LANDSCAPE MAINTENANCE

SOURCE: Administrative Services/Purchasing

COMMENT: Staff solicited bids for landscape maintenance for certain of the City's median islands. In response to solicitation, three (3) bids were received as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ray's Landscape Maintenance</td>
<td>$48,672.00</td>
</tr>
<tr>
<td>Sanger, CA</td>
<td></td>
</tr>
<tr>
<td>Porterville Sheltered Workshop</td>
<td>$62,400.00</td>
</tr>
<tr>
<td>Porterville, CA</td>
<td></td>
</tr>
<tr>
<td>Elite Landscaping</td>
<td>$210,000.00</td>
</tr>
<tr>
<td>Clovis, CA</td>
<td></td>
</tr>
</tbody>
</table>

Staff has reviewed the bids and finds the low bidder to be responsive to specifications. Scope of work requires traffic control and tree pruning in addition to routine maintenance along approximately three and one-half miles of major roadways. Median islands include landscaped medians with turf, trees, groundcover and shrubs, and hardscaped medians. In addition to advertising, twenty-one (21) contractors received bid packages. Contract terms are for three years firm, renewable annually at the City's option upon mutually agreeable terms. Funds for this work are budgeted in the Median Islands operating budget.

RECOMMENDATION: That Council award the contract for landscape maintenance for the City's median islands to Ray's Landscape of Sanger, CA, in the annual amount of $48,672 and authorize monthly payment upon satisfactory performance. Further, that Council authorize annual contract extensions upon mutually agreeable terms.

D.D. □ Appropriated/Funded □ C.M. □ Item No. 3
SUBJECT: AMENDMENT OF DEE JASPAR AND ASSOCIATES WATER WELL DESIGN AND INSPECTION SERVICE AGREEMENT

SOURCE: Public Works Department - Engineering Division

COMMENT: Dee Jaspar & Associates is under contract with the City to design Well No. 28 and four additional municipal water wells. Well No. 28 is located on the west side of "F" Street, north of Gibbons Avenue and adjacent to the southerly boundary of the WalMart Distribution Center. This well is nearing completion and Well No. 29 (Drilling Phase) was awarded to a drilling contractor at the November 1, 2005 City Council meeting.

Staff is seeking an amendment to Dee Jaspar’s Service Agreement that will allow the designer to pursue the conversion of an agricultural well to a municipal water well. The newly constructed agricultural well (November 2003) is located on the east side of Newcomb Street (APN 268-130-037) next to the City’s Municipal Airport. The owner of the well has shown an interest in selling the well to the City. Staff obtained construction and well production information from the owner and the records indicate that the well is soundly constructed and capable of producing 800 gallons per minute. Staff also obtained water samples and the results meet State Department of Health Services (DHS) Drinking Water Standards. As mentioned above, the well is not constructed to municipal well standards.

DHS verbally committed to waiving the normal municipal standards as long as the well meets drinking water standards. Their comment is based on the fact that this well is relatively new and exceeds the normal construction expectations of an agricultural well. Dee Jaspar and Associates have been involved in many successful agricultural well to municipal well conversion projects.

Dee Jaspar and Associates will provide the City with a two part plan, referred to as Task I and Task II, for converting this agricultural well to a municipal well. Task 1 includes all the necessary steps to obtain well conversion approval from the Department of Health Services. This task also includes a well valuation that will be used to negotiate the purchase of the well with the property owner. The estimated cost for Task I is $14,177 and a detailed summary is attached for reference purposes.

"Task II - Engineering Design" will proceed once DHS approves the conversion project. Task II includes a field survey, preparation of legal descriptions and plats, preparation of construction plans and specifications to equip the well, construction inspection, submittal review and preparation of final contract documents (as-built plans, Operating and Maintenance Manuals, etc.). The estimated cost for Task II is $39,152 and a detailed summary is attached for reference purposes.

Dir Apprtn/Funded CM Item No. 1
Construction of a new municipal water wells takes about one year from start to finish. This conversion project, if successful, will take about half that time.

Staff continues to seek additional water supplies in order to satisfy the City's peak demands, standby production, and anticipated growth within Porterville. It is estimated that the City will still be in need of approximately three (3) to seven (7) new water wells after Well No. 28, Well No. 29 and this agricultural well are on-line.

Funding for this increase will be from the Water Replacement Fund.

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute an Amendment to Dee Jaspar & Associates Service Agreement at an agreed fee of $53,329.00 for the services described herein; and

2. Authorize progress payments up to 100% of the fee amount and authorize a 10% contingency to cover unforeseen costs.

ATTACHMENT: Task 1 Fee Estimate/Summary
Task II Fee Estimate/Summary
Agricultural Well Locator Map
## CITY OF PORTERVILLE
Conversion of Ag. Well to a Municipal Well
Task I - Obtain DHS Approval

### Engineering Estimate

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Position</th>
<th>Unit Rate</th>
<th>Hours</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Complete Title 22 water quality analysis, compilation of existing well data, and preparation of amended drinking water permit application. Contact with DHS. Value estimate for the well purchase.</td>
<td>PR $136</td>
<td>8</td>
<td></td>
<td>$1,088</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE $98</td>
<td>24</td>
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<td>$2,352</td>
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<td></td>
<td>SC $52</td>
<td>8</td>
<td></td>
<td>$416</td>
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<td></td>
<td>(Water Quality)</td>
<td></td>
<td></td>
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<td>(By City/FGL)</td>
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<td></td>
<td></td>
<td>Subtotal:</td>
<td></td>
<td></td>
<td>$4,888</td>
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<tr>
<td>2</td>
<td>Prepare CEQA documents for submittal to DHS with amended drinking water permit application.</td>
<td>PR $136</td>
<td>8</td>
<td></td>
<td>$1,088</td>
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<tr>
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<td>Subtotal:</td>
<td></td>
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<td>$3,072</td>
</tr>
<tr>
<td>3</td>
<td>Prepare Drinking Source Water Assessment Program documents for submittal with amended drinking water permit application. This includes field observation work and contact with other utilities and/or agencies.</td>
<td>PR $136</td>
<td>8</td>
<td></td>
<td>$1,088</td>
</tr>
<tr>
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**Engineering Estimate Subtotal:** $12,888

**10% Contingency**

$1,289

**Estimated Total:** $14,177

---

PR - Principal Engineer  
PE - Professional Engineer  
SE - Staff Engineer  
SU - Surveyor  
DR - Drafter  
2MC - Two Man Crew  
SC - Secretary/Administrative Assistant  
GE - Geotechnical Engineer  
EE - Electrical Engineer

9/23/2005
Dee Jaspar and Associates, Inc.
Consulting Civil Engineers

CITY OF PORTERVILLE
Conversion of Ag. Well to a Municipal Well
Task II - Engineering Design

**Engineering Estimate**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Position</th>
<th>Unit Rate</th>
<th>Hours</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Perform field survey and site map for well property grant deed preparation.</td>
<td>PR</td>
<td>$136</td>
<td>4</td>
<td>$544</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE</td>
<td>$98</td>
<td>12</td>
<td>$1,176</td>
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<tr>
<td></td>
<td></td>
<td>SU</td>
<td>$110</td>
<td>8</td>
<td>$880</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2MC</td>
<td>$189</td>
<td>8</td>
<td>$1,512</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DR</td>
<td>$52</td>
<td>4</td>
<td>$208</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SC</td>
<td>$52</td>
<td>4</td>
<td>$208</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td>2</td>
<td>Prepare plans and specifications for equipping well to City standards for an estimated rate of 800 to 1,000 gpm.</td>
<td>PR</td>
<td>$136</td>
<td>12</td>
<td>$1,632</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE</td>
<td>$98</td>
<td>30</td>
<td>$2,940</td>
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<td></td>
<td></td>
<td>SE</td>
<td>$86</td>
<td>48</td>
<td>$4,128</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SC</td>
<td>$52</td>
<td>12</td>
<td>$624</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EE</td>
<td>LS</td>
<td></td>
<td>$6,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td>3</td>
<td>Perform construction inspection of pump, motor, piping, and electrical equipment and appurtenances. Perform submittal review. Final contract documents and as-bulicts.</td>
<td>PR</td>
<td>$136</td>
<td>8</td>
<td>$1,088</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE</td>
<td>$98</td>
<td>36</td>
<td>$3,528</td>
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<td></td>
<td></td>
<td>SE</td>
<td>$86</td>
<td>80</td>
<td>$6,880</td>
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<td>SC</td>
<td>$52</td>
<td>4</td>
<td>$208</td>
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<tr>
<td></td>
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<td>EE</td>
<td>LS</td>
<td></td>
<td>$4,037</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
</tbody>
</table>

**Engineering Estimate Subtotal:** $35,593

10% Contingency

**Estimated Total:** $39,152

PR- Principal Engineer
PE- Professional Engineer
SE- Staff Engineer
SU- Surveyor
DR- Draftsperson
2MC- Two Man Crew
SC- Secretary/Administrative Assistant
GE- Geotechnical Engineer
EE- Electrical Engineer

9/23/2005
CITY COUNCIL AGENDA: NOVEMBER 15, 2005

SUBJECT: APPROVAL OF RELOCATION CLAIM PROPERTY LOCATED AT 129 E. DATE – TENANTS MARTIN LAMBARENA AND MIRIAM BLAS

SOURCE: PUBLIC WORKS DEPARTMENT

COMMENT: On June 21, 2005 City Council approved the Relocation Plan for the property located at 129 E. Date, for the Date Avenue Reconstruction Project. At this time, the tenants have moved and are now submitting a Relocation Claim in the amount of $9,504.00 ($7,854.00 rental assistance claim and $1,650.00 fixed moving claim), which is the total owed to Martin Lambarena and Miriam Blas.

RECOMMENDATION: That City Council:

1. Approve the Relocation Claim; and
2. Authorize staff to make a payment of $9,504.00 to Martin Lambarena and Miriam Blas, tenants.

ATTACHMENTS: 1. Claim for Relocation Assistance

DD [Signature] APPROPRIATED/FUNDED [Signature] CM [Signature] ITEM NO. 5
# CLAIMS FOR MOVING AND RELATED EXPENSES

## Families and Individuals

### Name of Agency:
City of Porterville

### Project Name or Number:
Date Avenue Road Improvement Project

### Case Number:
261-093-011

### Instructions:
This claim form is for the use of families and individuals applying for payment of moving and related expenses. You may apply for either (1) a fixed allowance or (2) an amount to cover the actual moving and related expenses incurred (as described on page 2 of this form). A claim for actual expenses must be supported by receipts or other evidence. The Agency will explain the difference between the two types of payments and will help you complete this form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation for the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal.

1. **Your Name(s):**
   - Martin Lambarena and Miriam Blus

2. **Present Mailing Address(es) of Claimant(s):**
   - 1219 N. Lowery Street
   - Porterville, CA 93257

3. **Telephone Number(s):**
   - 559-333-1865

4. **Have all members of the household moved to the same dwelling?**
   - Yes [ ] No [ ]

5. **Is This a Final Claim?**
   - Yes [X] No [ ]

## Dwelling

<table>
<thead>
<tr>
<th>Dwelling</th>
<th>Address (Include Apartment No.)</th>
<th>How many Rooms Did You Occupy?</th>
<th>Was It Furnished with Your Own Furniture?</th>
<th>When Did You Vacate Dwelling?</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Unit That You Moved From</td>
<td>129 E. Date Avenue, Porterville, CA 93257</td>
<td>Six [X]</td>
<td>No [ ]</td>
<td>9-20-05</td>
</tr>
<tr>
<td>4. Unit That You Moved To</td>
<td>1219 N. Lowery Street, Porterville, CA 93257</td>
<td>*Excluding bathrooms, hallways and closets.</td>
<td>9-19-05</td>
<td></td>
</tr>
</tbody>
</table>

## Computation of Payment (complete item 6a or 6b)

<table>
<thead>
<tr>
<th>Item</th>
<th>6a. Fixed Allowance</th>
<th>6b. Actual Moving Expenses</th>
<th>For Agency Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Moving Cost - Self-move (cost of truck rental)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(2) Transportation Cost - Families and Individuals</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(3) Cost of Insurance Covering Move and/or Storage</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(4) Storage Cost (Complete Item 10 page 2)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(5) Other (Explain in Remarks Section)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(6) Total Amount of Claim (Consult Agency for amount of fixed allowance)</td>
<td>$1,650.00</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(7) Amount Previously Received, if any</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(8) Amount Requested (Subtract line (7) from line(6))</td>
<td>$1,650.00</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

## Certification By Claimant(s):
I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses by any other source. I ask that the amount on line (9) of Item 6 be paid directly to [ ] me [ ] the contractor(s) (as specified in the Remarks Section).

**Signature(s) of Claimant(s) & Date:**

**X** [ ] Martin Lambarena 10-16-05 [ ] X Miriam Blus 10-16-05

**Warning:** The Agency will prosecute individuals for false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1013, 1012.31 U.S.C. 3731, 3802)

## Payment Action

<table>
<thead>
<tr>
<th>Payment Action</th>
<th>Amount of Payment</th>
<th>Signature</th>
<th>Name (Type or Print)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Recommended</td>
<td>$1,650.00</td>
<td></td>
<td>Laurie Reese / Perigon Partners Ltd.</td>
<td>10-13-05</td>
</tr>
</tbody>
</table>
10. Supporting Data For Storage Cost  (Describe property stored in Remarks Section or attach list.)

<table>
<thead>
<tr>
<th>Is This a Final Claim For Storage?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Moved to Storage:</th>
<th>Date Moved From Storage:</th>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Monthly Rate for Storage</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of Months in Storage</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Storage Cost (enter on line (4) of item 6)</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Should Payment be Made Directly to Storage Company?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Previously Received (Include this Amount in line (7) of Item 6b)</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Remarks (Attach additional Sheets, if necessary)

Effective June 15, 2005, per the Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, Fixed Residential Moving Cost Schedule for Six Rooms is $1,650.00.

Moving and Related Expenses Which Are Paid For:

1. Transportation of individuals, families, and personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.

2. Packing, crating, uncrating and unpacking of personal property.

3. Necessary charges for the removal and hookup of appliances, equipment and other items not acquired as real property.

   4. Storage of the personal property, as determined necessary by the Agency.

   5. Insurance of the personal property in connection with the move and necessary storage.

   6. The replacement value of property lost, stolen or damaged in the move where insurance is not reasonably available.

Moving and Related Expenses Which Are Not Paid For:

1. Cost of moving any building or other real property in which the displaced person retained ownership.

2. Interest on a loan to cover moving expenses.

3. Personal injury.

4. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.

5. Expenses for searching for a replacement dwelling.

Privacy Act Notice: This information is needed to determine whether you are eligible to receive a payment for moving and related expenses. You are not required by law to furnish this information, but if you do not provide it, you may not receive any payments for these expenses or it may take longer to pay you. This information is being collected under the Agency of the Federal and/or State Relocation Laws. The information may be available to a Federal and/or State agency for review.
CLAIMS FOR RENTAL ASSISTANCE OR DOWNPAYMENT ASSISTANCE

Name of Agency: City of Porterville
Project Name or Number: Date Avenue Road Improvement Project
Case Number: 261-093-011

Instructions: This claim form is for the use of families and individuals applying for rental or downpayment assistance. The Agency will help you complete the form, if the full amount of your claim is not approved, the Agency will provide you with a written explanation for the reason. If you are not satisfied with the Agency's determination, you may appeal that decision. The Agency will explain how to make an appeal.

1. Your Name(s) *(You are the Claimant(s))*
   Martin Lambarosa and Miriam Blas

1a. Present Mailing Address of Claimant(s)
   1219 N. Lowery Street
   Porterville, CA 93257

1b. Telephone Number(s)
   559-333-1865

2a. Have all members of the household moved to the same dwelling? □ Yes □ No (If "No", list the names of all members and the addresses to which they moved in the Remarks Section)

2b. Do you (or will you) receive a Federal, State, or local housing program subsidy at the dwelling you moved to? □ Yes □ No

<table>
<thead>
<tr>
<th>Dwelling</th>
<th>Address</th>
<th>When Did You Rent This Unit?</th>
<th>When Did You Move To This Unit?</th>
<th>When Did You Move Out of This Unit?</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Unit That You Moved From</td>
<td>129 E. Date Avenue Porterville, CA 93257</td>
<td>5 YEARS</td>
<td>2/2000</td>
<td>9-10-05</td>
</tr>
<tr>
<td>4. Unit That You Moved To</td>
<td>1219 N. Lowery Street Porterville, CA 93257</td>
<td>9-10-05</td>
<td>9-10-05</td>
<td></td>
</tr>
</tbody>
</table>

5. Computation of Payment: Complete Items 13 and 14 on the back of this form before completing this section. If you are filing for Down Payment Assistance, check this box □ and skip line (1).

<table>
<thead>
<tr>
<th>Item</th>
<th>Line (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Monthly Rent and Average Utility Cost for Unit That You Moved To (From line 8, Column (a) of Item 13) $(765.00 + 553.00 = 818.00)</td>
<td>$ 818.00</td>
</tr>
<tr>
<td>(2) Monthly Rent and Average Monthly Utility Costs for Comparable Replacement Dwelling (From line 4, Column (a) of Item 13) (To be provided by Agency) $(765.00 + 537.00 = 802.00)</td>
<td>$ 802.00</td>
</tr>
<tr>
<td>(3) Lesser of line (1) or (2) (If claim is for down payment assistance, enter amount from line (2))</td>
<td>$ 802.00</td>
</tr>
<tr>
<td>(4) Monthly Rent and Average Utility Cost for Unit That You Moved From (From line 8, Column (a) of Item 13) $(578.00 + 337.00 = 615.00)</td>
<td>$ 615.00</td>
</tr>
<tr>
<td>(5) 30% of Average Gross Monthly Household Income (From line 4, Column (a) of Item 14)</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>(6) Lesser of line (4) or (5)</td>
<td>$ 615.00</td>
</tr>
<tr>
<td>(7) Monthly Need (Subtract line (6) from line (4))</td>
<td>$ 187.00</td>
</tr>
<tr>
<td>(8) Amount of Payment Claim (amount on line (7) multiply by 42)</td>
<td>$ 7,854.00</td>
</tr>
<tr>
<td>(9) Amount Previously Received (If any)</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>(10) Amount Requested (Subtract line (9) from line (8))</td>
<td>$ 7,854.00</td>
</tr>
</tbody>
</table>

6. Certification by Claimant(s): I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses by any other source.

Signature(s) of Claimant(s) & Date: Martin Lambarosa 10-15-05

Warranty: The Agency will prosecute individuals for false claims and statements. Conviction may result in criminal and/or civil penalties. (18U.S.C. 1001, 1010, 1023.1)

To be Completed by the Agency

7. Effective date of eligibility for relocation assistance: November 12, 2004

8. Date of relocation to comparable replacement dwelling: May 9, 2005

9. Date replacement dwelling inspected and found decent, safe and sanitary: September 14, 2005

10. Payment To Be Made In: □ Lump Sum □ Monthly Installments □ Other (Specify in the Remarks Section)

<table>
<thead>
<tr>
<th>Payment Action</th>
<th>Amount of Payment</th>
<th>Signature</th>
<th>Name (Type or Print)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Recommended</td>
<td>$ 7,854.00</td>
<td></td>
<td>Laurie Reese / Paragon Partners Ltd.</td>
<td>10-13-05</td>
</tr>
<tr>
<td>12. Approved</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
An utility amount of $35.00 was determined by Tuleare County Housing Authority for a three-bedroom single family dwelling.

### Determination of Tenant Financial Means

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Rent (Include: Dependent, if applicable)</td>
<td>$65.00</td>
</tr>
<tr>
<td>(b)</td>
<td>Claim for Agency Use Only</td>
<td>$37.00</td>
</tr>
<tr>
<td>(c)</td>
<td>Claim for Agency Use Only</td>
<td>$118.00</td>
</tr>
<tr>
<td>(d)</td>
<td>Claim for Agency Use Only</td>
<td>$765.00</td>
</tr>
<tr>
<td>(e)</td>
<td>Claim for Agency Use Only</td>
<td>$37.00</td>
</tr>
</tbody>
</table>

### Average Monthly Costs

- **Utilities**
  - Gas, Electric, and Water: $90.00
  - Claim for Agency Use Only: $37.00
  - Claim for Agency Use Only: $118.00
  - Claim for Agency Use Only: $765.00

- **Replacement Housing Allowance**
  - For Agency Use Only: $80.00

**Total Income:** $203.00

**Total Costs:** $136.00

**Monthly Net Income:** $67.00
RENTAL AGREEMENT
(MONTH TO MONTH TENANCY)

THIS AGREEMENT, entered into this 19 day of SEPTEMBER, 05, by and between

JUAN A. MORGAN
and MARTIN J. LAMANGIETTA
hereinafter
called respectively lessor and lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of lessee, said lessor does hereby demesne and let unto the lessee, and lessee hires from lessor for use as a residence those premises described as 3 BED 1 BATH
located at 1219 NE LOWER
Street, POSTPONING, California, for a tenancy from month-to-month commencing on the ___ day of ________________
at a monthly rental of $750 per month, payable monthly in advance on the ___ day of each and every month. DEPOSIT $700

It is further mutually agreed between the parties as follows:

(1) Said premises shall be occupied by no more than 2 adults and 0 children.
(2) Lessee shall not keep or permit to be kept in said premises any dog, cat, parrot, or other bird or animal.
(3) Lessee shall not violate any city ordinance or state law or about said premises.
(4) That all alterations, additions, or improvements made in and to said premises shall, unless otherwise provided by written agreement between the parties herein, be the property of lessor and shall remain upon and be surrendered with the premises.
(5) Lessee shall not sub-let the demised premises, or any part thereof, or assign this agreement without the lessor's written consent.
(6) Any failure by lessee to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, shall be the option of the lessor, and lawful notice given, forthwith terminate this tenancy.
(7) Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
(8) Except as to any condition which makes the premises uninhabitable, lessee hereby waives all right to make repairs at the expense of lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided in Section 1941 of said Civil Code.
(9) The TENANT agrees to properly cultivate, care for, and adequately water the lawn, shrubbery, trees and grounds.
(10) The TENANT shall pay for all water supplied to the said premises. The lessee shall pay for all gas, heat, light, power, telephone service, and all other services, except as herein provided, supplied to the said premises.
(11) Nothing contained in this agreement shall be construed as waiving any of lessor's rights under the laws of the State of California.
(12) This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than thirty (30) days prior notice in writing.
(13) The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.
(14) Remarks:

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 295 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made available through the 911 telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not written.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above

WOLCOTT'S FORM 1010 - (price class 6-1P)
RENTAL AGREEMENT - rev. 7-98
© 1999 WOLCOTT'S FORMS, INC.

Before you use this form, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. Wolcott makes no representation or warranty of any kind, express or implied, with respect to the merchantability or fitness of this form for an individual use or purpose.
### GENERAL INFORMATION OF REPLACEMENT DWELLING

**Inspection Date:** September 13, 2005  
**Replacement Site Address:** 1219 N. Lowery Street, Porterville, CA 93257  
**Owner:** Juan A. Moran  
**Telephone No.:** Cell (559) 333-1865  
**Replacement telephone:**  
**Bedrooms:** 3  
**Total Rooms:** 5  
**# of adults:** 2  
**# of children:** 3

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Utilities Paid</th>
<th>Appliances Included</th>
<th>Rental Agreement Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFD</td>
<td>Gas</td>
<td>Refrigerator</td>
<td>Furnished</td>
</tr>
<tr>
<td>Condo</td>
<td>Water</td>
<td>Dishwasher</td>
<td>Unfurnished</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Electricity</td>
<td>Wash/Dryer</td>
<td>Month-to-month rent</td>
</tr>
<tr>
<td>Duplex</td>
<td>Trash</td>
<td>None</td>
<td>Annual lease</td>
</tr>
</tbody>
</table>

### GENERAL CONDITION OF REPLACEMENT DWELLING

- Adequate water supply: Yes
- Building-weather and damp proof: Yes
- Adequate room division: Yes
- Adequate sewer system: Yes
- Adequate walls, floors, ceilings: Yes
- Proper heating & cooling system: Yes
- Building is structurally sound: Yes
- Proper ceiling heights: Yes
- Artificial light in each room: Yes
- Clean, sanitary, well maintained: Yes
- Has 2 safe means of (egress) exits: Yes
- Rooms properly ventilated: Yes
- Adequate foundation: Yes
- Operable smoke detector: Yes
- Building adequately lighted: Yes
- Stairs & rails (banister) in good condition: N/A
- Security screens have operating interior latch: N/A
- Instruct tenant to have them inspected: N/A
- Building & yard-no rubble/shrubbery, vermin/rodents: Yes

### KITCHEN FEATURES

- Room or Area for kitchen use: Yes
- Sink-hot and cold water supply: Yes
- Range space with utility connections: Yes
- Sink in good order: Yes
- Sink-properly connected to sewer: Yes
- Refriger. space with utility connect: Yes

### BATHROOM FEATURES

- Bathroom Area: Yes
- Proper lighting: Yes
- Proper ventilation: Yes
- Tub/shower w/ hot and cold water: Yes
- Lavatory with hot and cold water: Yes
- Fixtures connected to sewer: Yes
- Provides privacy to user: Yes
- Has flush toilet: Yes
- Has proper lighting: Yes

### Self-inspection (In pre-approved situations)

**Signature:** [Signature]

### 3rd Party Inspection (attach business card or contact info)

**Date:** September 14, 2005

If this dwelling does not pass inspection, please explain and note deficiencies:
Allowances for Tenant-Furnished Utilities and Other Services
2005
Code SF1 - Single Family Detached
(Structure Type 1)

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
<th>6 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Natural Gas</td>
<td>12.00</td>
<td>14.00</td>
<td>16.00</td>
<td>18.00</td>
<td>19.00</td>
<td>21.00</td>
<td>22.00</td>
</tr>
<tr>
<td>B. Propane</td>
<td>35.00</td>
<td>41.00</td>
<td>46.00</td>
<td>52.00</td>
<td>58.00</td>
<td>61.00</td>
<td>66.00</td>
</tr>
<tr>
<td>D. Electricity</td>
<td>20.00</td>
<td>24.00</td>
<td>28.00</td>
<td>33.00</td>
<td>37.00</td>
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<tr>
<td>Cooking</td>
<td></td>
<td></td>
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<td>4.00</td>
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<td>6.00</td>
</tr>
<tr>
<td>B. Propane</td>
<td>19.00</td>
<td>20.00</td>
<td>24.00</td>
<td>26.00</td>
<td>28.00</td>
<td>29.00</td>
<td>30.00</td>
</tr>
<tr>
<td>D. Electricity</td>
<td>8.00</td>
<td>8.00</td>
<td>10.00</td>
<td>10.00</td>
<td>11.00</td>
<td>12.00</td>
<td>12.00</td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Natural Gas</td>
<td>6.00</td>
<td>8.00</td>
<td>10.00</td>
<td>14.00</td>
<td>18.00</td>
<td>28.00</td>
<td>28.00</td>
</tr>
<tr>
<td>B. Propane</td>
<td>19.00</td>
<td>25.00</td>
<td>32.00</td>
<td>45.00</td>
<td>59.00</td>
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<td>19.00</td>
<td>28.00</td>
<td>41.00</td>
<td>52.00</td>
<td>64.00</td>
</tr>
<tr>
<td>A. Air Conditioning</td>
<td>9.00</td>
<td>12.00</td>
<td>15.00</td>
<td>19.00</td>
<td>23.00</td>
<td>27.00</td>
<td>30.00</td>
</tr>
<tr>
<td>A. Other Electric</td>
<td>15.00</td>
<td>17.00</td>
<td>20.00</td>
<td>24.00</td>
<td>27.00</td>
<td>33.00</td>
<td>38.00</td>
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<tr>
<td>A. Water</td>
<td>16.00</td>
<td>16.00</td>
<td>16.00</td>
<td>18.00</td>
<td>18.00</td>
<td>17.00</td>
<td>18.00</td>
</tr>
<tr>
<td>A. Sewer</td>
<td>17.00</td>
<td>17.00</td>
<td>17.00</td>
<td>17.00</td>
<td>17.00</td>
<td>17.00</td>
<td>17.00</td>
</tr>
<tr>
<td>A. Trash Collection</td>
<td>18.00</td>
<td>18.00</td>
<td>18.00</td>
<td>18.00</td>
<td>18.00</td>
<td>18.00</td>
<td>18.00</td>
</tr>
<tr>
<td>A. Refrigerator</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td>A. Range/Microwave</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
</tr>
<tr>
<td>A. Other-Nat. Gas Cust. Chg</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
</tr>
</tbody>
</table>

ACTUAL FAMILY ALLOWANCES: (To be used by family in obtaining allowances. Compose below for Actual Unit Rates):

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
</tr>
<tr>
<td>Other-Gas Cust. Chg</td>
<td></td>
</tr>
</tbody>
</table>

NAME OF FAMILY: Martin Lambarena, Miriam Blas
ADDRESS OF UNIT: 1219 Lowery Street, Porterville, CA 93257
NUMBER OF BEDROOMS: 3 Bedrooms - 1 Bath

Total: $ 63.00
CITY COUNCIL AGENDA: NOVEMBER 15, 2005

SUBJECT: APPROVAL OF RELOCATION CLAIM PROPERTY LOCATED AT 387 “B” STREET – TENANTS JOSE C. MOLINA AND SANTOS CARRAZA GONZALES

SOURCE: PUBLIC WORKS DEPARTMENT

COMMENT: On August 16, 2005 City Council approved the Relocation Plan for the property located at 387 “B” Street, for the Date Avenue Reconstruction Project. At this time, the tenants have moved and are now submitting a Relocation Claim in the amount of $12,150.00 ($10,500.00 rental assistance claim and $1,650.00 fixed moving claim), which is the total owed to Jose C. Molina and Santos Carraza Gonzales.

RECOMMENDATION: That City Council:

1. Approve the Relocation Claim; and
2. Authorize staff to make a payment of $12,150.00 to Jose C. Molina and Santos Carraza Gonzales, tenants.

ATTACHMENTS: 1. Claim for Relocation Assistance

DDF Appropriated/Funded CM ITEM NO. 6
# CLAIMS FOR RENTAL ASSISTANCE OR DOWNPAYMENT ASSISTANCE

**Name of Agency:**
City of Porterville

**Project Name or Number:**
Date Avenue Improvement Project

**Case Number:**
APN: 261-093-019

**Instructions:** This claim form is for the use of families and individuals applying for rental or downpayment assistance. The Agency will help you complete the form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation for the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal.

1a. **Present Mailing Address(es) of Claimant(s):**
387 "B" Street, Porterville, CA 93257

1b. **Telephone Number(s):**
(559) 788-2784

2a. **Have all members of the household moved to the same dwelling?**
- Yes
- No
(If "no", list the names of all members and the addresses to which they moved in the Remarks Section)

2b. **Do you (or will you) receive a Federal, State, or Local Housing program subsidy at the dwelling you moved to?**
- Yes
- No

## 3. Unit That You Moved From
- **Address:**
  387 "B" Street, Porterville, CA 93257
- **When Did You Rent This Unit?**
  5/10/02
- **When Did You Move Out of This Unit?**
  TBD

## 4. Unit That You Moved To
- **Address:**
  214 Mauer Street, Porterville, CA 93257
- **When Did You Move To This Unit?**
  TBD

## 5. Computation of Payment: Complete items 13 and 14 on the back of this form before completing this section. If you are filing for downpayment assistance, check this box and skip line (1).

<table>
<thead>
<tr>
<th>Item</th>
<th>(a)</th>
<th>(b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Monthly Rent and Average Utility Cost for Unit That You Moved To From line (8), Column (c), Item 13</td>
<td>$731.00</td>
</tr>
<tr>
<td>(2)</td>
<td>Monthly Rent and Average Monthly Utility Costs for Comparable Replacement Dwelling From line (8), Column (c) of Item 13 (To be provided by Agency)</td>
<td>$681.00</td>
</tr>
<tr>
<td>(3)</td>
<td>Less of line (1) or (2) if claim is for downpayment assistance, enter amount from line (2)</td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td>Monthly Rent and Average Utility Cost for Unit That You Moved From From line (8), Column (c) of Item 13</td>
<td>$381.00*</td>
</tr>
<tr>
<td>(5)</td>
<td>30% of Average Gross Monthly Household Income From line (4), Column (a) of Item 14</td>
<td>N/A**</td>
</tr>
<tr>
<td>(6)</td>
<td>Less of Line (4) or (5)</td>
<td></td>
</tr>
<tr>
<td>(7)</td>
<td>Monthly Need (Subtract line (6) from line (3))</td>
<td></td>
</tr>
<tr>
<td>(8)</td>
<td>Amount of Payment Claim (amount on line (7) multiply by 42)</td>
<td></td>
</tr>
<tr>
<td>(9)</td>
<td>Amount Previously Received (if any)</td>
<td></td>
</tr>
<tr>
<td>(10)</td>
<td>Amount Requested (Subtract line (9) from line (8))</td>
<td></td>
</tr>
</tbody>
</table>

6. **Certification by Claimant(s):** I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses by any other source.

**Signature(s) of Claimant(s) & Date:**

**Warning:** The Agency will prosecute individuals for false claims and statements. Conviction may result in criminal and civil penalties. (18 U.S.C. 1001, 1016, 1017-19, U.S.C. 3729, 3023)

7. **Effective Date of Eligibility for Relocation Assistance:**
11/24/04

8. **Date of Referral to Comparable Replacement Dwelling:**
8/26/05

9. **Date Replacement Dwelling Inspected and Found Decent, Safe and Sanitary:**
9/14/05

10. **Payment To Be Made In:**
- Lump Sum
- Monthly Installments
- Other (Specify in the Remarks Section)

<table>
<thead>
<tr>
<th>Payment Action</th>
<th>Amount of Payment</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Recommended</td>
<td>$10,500.00</td>
<td>Paragay Partners, Ltd.</td>
</tr>
<tr>
<td>12. Approved</td>
<td>$</td>
<td>Jose Perez</td>
</tr>
</tbody>
</table>
### 13. Determination of Rent and Average Monthly Utility Costs

**Instructions:** To compute the payment entries on line (8) must reflect all utility services. Therefore, identify on lines (2) through (5) each utility necessary to provide heat, hot water, cooking, lighting water and sewer. In those cases where the utility service is not covered by the monthly rent, indicate the estimated out-of-pocket monthly cost. In those cases where the utility service is covered by the monthly rent, enter "NR" (Not Rentable). Determine the estimated average monthly cost of a utility service by dividing the reasonable estimated yearly cost by 12. If a monthly housing program subsidy (e.g., Section 8 Housing Assistance Payment (HAP)) has been provided, enter the applicable amount on line (7).

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit That You Moved From</th>
<th>Average Monthly Cost</th>
<th>Comparable Replacement Dwelling</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a) Claimant</td>
<td>(b) For Agency Use Only</td>
<td>(c) Claimant</td>
</tr>
<tr>
<td>(1)</td>
<td>Rent (The amount paid under the terms and conditions of occupancy. It may or may not cover any utilities.)</td>
<td>$350.00</td>
<td>$</td>
</tr>
<tr>
<td>(2)</td>
<td></td>
<td>$31.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>(3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6)</td>
<td>Gross Monthly Rent and Utility Costs (add lines (1) through (5))</td>
<td>$381.00</td>
<td>$</td>
</tr>
<tr>
<td>(7)</td>
<td>Monthly Housing Subsidy, if applicable (e.g., Section 8 HAP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8)</td>
<td>Net Monthly Rent and Utility Costs (subtract line (7) from line (6)) (Enter these amounts on the appropriate lines in Item 5)</td>
<td>$381.00</td>
<td>$</td>
</tr>
</tbody>
</table>

### 14. Determination of Person’s Financial Means

<table>
<thead>
<tr>
<th>Item</th>
<th>Household Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Annual Gross Income of household. Include income from net family assets. Enter name of each household member with income.</td>
</tr>
<tr>
<td>(2)</td>
<td>Total Gross Annual Income (Sum of entries in line (1))</td>
</tr>
<tr>
<td>(3)</td>
<td>Gross Monthly Income (Divide line (2) by 12)</td>
</tr>
<tr>
<td>(4)</td>
<td>30% of line (3) (Enter this amount on line (5) of item 5)</td>
</tr>
</tbody>
</table>

**Remarks:** (Attach additional sheets, if necessary)

---

**Privacy Act Notice:** This information is needed to determine the amount of assistance required to help you rent a replacement dwelling. You are not required by law to furnish this information, but if you do not provide it, you may not receive this payment or it may take longer to pay you. This information is being collected under the Agency of the Federal and/or State Relocation Laws. The information may be made available to a Federal or State agency for review.
CLAIMS FOR MOVING AND RELATED EXPENSES
Families and Individuals

Name of Agency: City of Porterville
Project Name or Number: Date Avenue Improvement Project
Case Number: APN: 261-003-019

Instructions: This claim form is for the use of families and individuals applying for payment of moving and related expenses. You may apply for either (1) a fixed allowance or (2) an amount to cover the actual moving and related expenses incurred (as described on page 2 of this form). A claim for actual expenses must be supported by receipts or other evidence. The Agency will explain the difference between the two types of payments and will help you complete this form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation for the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal.

1. Your Name(s)
   Jose C. Molina & Santos Carranza Gonzales
   1a. Present Mailing Address(es) of
   Claimant(s)
   387 "B" Street, Porterville, CA 93257
   1b. Telephone Number(s)
   (559) 788-2784

2. Have all members of the household moved to the same dwelling? ☐ Yes ☐ No
   (If "no", list the names of all members and the addresses to which they moved in the Remarks Section)

   3. Unit That You Moved From
   387 "B" Street, Porterville, CA 93257
   4. Unit That You Moved To
   214 Maurer Street, Porterville, CA 93257
   *Excluding bathrooms, hallways and closets.

3. How Many Rooms Did You Occupy? 6
   Was It Furnished with Your Own Furniture? ☑ Yes ☐ No
   When Did You Vacate Dwelling? 9/19/05

5. Is This a Final Claim? ☑ Yes ☐ No

6. Computation of Payment (complete item 6a or 6b)

<table>
<thead>
<tr>
<th>Item</th>
<th>6a. Fixed Allowance</th>
<th>6b. Actual Moving Expenses</th>
<th>For Agency Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Moving Cost - Self-move (cost of truck rental)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(2) Transportation Cost - Families and Individuals</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(3) Cost of Insurance Covering Move and/or Storage</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(4) Storage Cost (Complete Item 10 page 2)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(5) Other (Explain in Remarks Section)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(6) Total Amount of Claim (Consult Agency for amount of fixed allowance)</td>
<td>$1,650</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(7) Amount Previously Received, If any</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(8) Amount Requested (Subtract line (7) from line(6))</td>
<td>$1,650</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

7. Certification By Claimant(s): I certify that this claim and supporting information are true and complete and that I have not been paid for (these expenses by any other source). I ask that the amount on line (9) of Item 6 be paid directly to ☑ the contractor(s) (as specified in the Remarks Section).

X Signature(s) of Claimant(s) & Date:
Jose C. Molina
Santos Carranza Gonzales 09-23-05

Warning: The Agency will prosecute individuals for false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31 U.S.C. 3772, 3802)

To Be Completed By Agency

<table>
<thead>
<tr>
<th>Payment Action</th>
<th>Amount of Payment</th>
<th>Signature</th>
<th>Name (Type or Print)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Recommended</td>
<td>$1,650</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Approved</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Decent, Safe & Sanitary Inspection

Name of Agency: City of Porterville
Project Name or Number: Date Avenue Road Improvement Project
Case Number: APN: 261-093-019
Tenant Name: Jose C. Mollas & Santos C. Gonzales
Present Address: 387 "B" Street, Porterville, CA 93257
Telephone Number: (559) 789-2784 & (559) 355-3863

GENERAL INFORMATION OF REPLACEMENT DWELLING

Inspection Date: September 14, 2005
Replacement Site Address: 214 Maurer Street, Porterville, CA 93257
Owner Name: JOSEFINA AYALA
Telephone No.: (559) 782-0582

Unit Type: SFD
Utilities Paid: Gas, Water
Appliances Included: Stove, Refrigerator, Dishwasher, Washer/Dryer
Rental Agreement Terms: Furnished, Unfurnished, Month-to-month rent, Annual lease

Bedrooms: 3
Total Rooms: # of Adults: 3
# of Children: 3

GENERAL CONDITION OF REPLACEMENT DWELLING

Adequate water supply
Adequate sewer system
Building is structurally sound
Clean, sanitary, well maintained
Adequate foundation
Stairs & rails (banister) in good condition
Building weather and damp proof
Adequate walls, floors, ceilings
Proper ceiling heights
Has 2 safe means of (egress) exit
Operable smoke detector
Security screens have operating interior latch
Instruction tenant to have them inspected

KITCHEN FEATURES

YES NO
Yes NO
Room or Area for kitchen use
Sink hot and cold water supply
Sink in good order
Sink properly connected to sewer

BATHROOM FEATURES

YES NO
Proper lighting
Proper ventilation
Lavatory with hot and cold water
Fixtures connected to sewer
Has flush toilet
Has proper lighting

☐ Self-inspection (In pre-approved situations)
☐ 3rd Party Inspection (attach business card or contact info)
☐ PASS ☐ FAIL.

If this dwelling does not pass inspection, or if it passes with "qualifications and/or exceptions, please explain and note deficiencies:

Displacee acknowledges that the above conclusions were made solely for the purpose of determining your eligibility for payments for the replacement housing and are not intended to be warranties or guaranties by the Agency, its agents, consultants and employees, that the dwelling is decent, safe and sanitary.

La persona desplazada reconoce que estas conclusiones fueron hechas únicamente con el propósito de determinar la elegibilidad de nuestro pago para el reemplazo de vivienda y no se intente que sea una garantía por parte de la Agencia, sus agentes, consultores y empleados, de que la vivienda sea decente, segura y sanitaria.

Signature of Displacee(s) 09-23-05

Signature of Relocation Agent or Inspector

Date: September 13, 2005
RESIDENTIAL AGREEMENT
(MONTH-TO-MONTH)

1. PARTIES: This Rental Agreement is made and entered into this____ day of_____, 20__ by and between [Name 1] and [Name 2], hereafter referred to as LANDLORD, and [Name 3] and [Name 4], hereafter referred to as TENANT.

2. PREMISES: Subject to the terms and conditions of this Rental Agreement, LANDLORD rents to TENANT and TENANT rents from LANDLORD the Premises located at:
City: ___________________________ County: ___________ State: ___________

3. TERM: This is a Month-To-Month Rental Agreement, commencing this____ day of_____, 20__. Tenant shall vacate the premises at the end of the term specified.

4. RENT: TENANT shall pay to LANDLORD as rent for the Premises, the sum of $_______ per month, in advance on the ______ day of each month during the term thereof. Rent that is not paid in full by the 10th day of the month will be subject to an additional late fee of $25.00.


6. SECURITY DEPOSIT: TENANT shall deposit with LANDLORD a security deposit in the amount of $______ (S_______) dollars. TENANT shall not subtract the deposit or any part thereof, or assign this agreement without the written consent of LANDLORD.

7. USE: TENANT shall not sublet the premises or any part thereof, or assign this agreement without the written consent of LANDLORD. Premises shall be used for residential purposes only, for one family of _______ adults and _______ children. TENANT shall not violate any city ordinance or state law in or about said premises.

8. REPAIRS AND MAINTENANCE: Except as to any condition which makes the premises uninhabitable, lessee hereby waives all right to make repairs at the expense of the LANDLORD as provided by applicable state law. LANDLORD shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy, shall surrender the premises to the LANDLORD in as good condition as when received, ordinary wear and damage by elements excepted.

9. FRAUDULENT REPRESENTATIONS: LANDLORD has the right to terminate this Rental Agreement if TENANT has made any fraudulent representations to LANDLORD.

10. ALTERATIONS AND ADDITIONS: TENANT shall make no alterations, additions or improvements to the premises without the prior written consent of LANDLORD. If without such consent, TENANT shall remove all alterations, additions or improvements at their own expense.

Note: Forms, read these and all other representations or agreements, orally or implied, as to the lease of this form for any use or purpose. If you have any questions, always seek a qualified attorney before using this or any legal document.
1. RIGHT OF ENTRY BY LANDLORD: LANDLORD reserves the right to himself or his agent to enter said premises in case of emergency, TENANT shall permit the LANDLORD and/or its agents to enter Premises at reasonable times and upon reasonable notice (a) to make necessary or agreed upon repairs, decorations, alterations, or improvements; (b) to supply necessary or agreed upon services, (c) to show the dwelling to prospective or actual purchasers, mortgagees, TENANTS, workmen, or contractors or (d) to comply with a court order. Twenty-four (24) hours advance notice is presumed to be reasonable. TENANT agrees not to change any lock or locking device to said premises without prior written consent of the LANDLORD, but TENANT will, upon demand, furnish LANDLORD with the keys for the purpose of making duplicates thereof.

12. HOLD HARMLESS: TENANT shall hold LANDLORD harmless from any damage resulting from the Rental Agreement, other TENANTS, their guests and/or invitees, including, but not limited to, TENANTS’ use or occupancy of the Premises, legal actions, liabilities, legal costs, subsequent damages, loss of rent, third party claims, damages to Premises, etc. Except for LANDLORD’s willful or grossly negligent conduct, TENANT will hold LANDLORD, exempt and harmless for any direct or indirect harm as a result of Rental Agreement.

13. TERMINATION: LANDLORD and TENANT can terminate this Rental Agreement after giving a (30) day, but no less than 30 days, notice in writing to the other Party.

14. PETS: No pets will be allowed without specific written permission from LANDLORD. If LANDLORD gives permission only the individual pet specified will be allowed. Having a pet may increase TENANT’S security deposit and/or rent. If PETS addendum (Form #986) is present, addendum supersedes this section.

15. NOTICES: All notices to TENANT shall be given in the manner provided by applicable laws of the State where the Premises are located. Notice to LANDLORD shall be given in writing personally or by depositing the same in the U.S. mail, postage prepaid, and addressed to the LANDLORD at the place designated by LANDLORD for the payment of rent, as specified below:

Landlord Address: Jose Luis Ayala
City: L.A. State: CA Zip: 93257

Tenant Address: Santos Gonzalez Jose Aivala
City: L.A. State: CA Zip: 93257

18. OTHER PROVISIONS: The prevailing party in an action brought for the recovery of rent or other money due or to become due under this lease, or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney’s fees.

17. ADDENDUM: As checked below, TENANT acknowledges receipt of the indicated attachment(s), copy(s) or which items attached hereto, and are incorporated herein as though fully set forth at length.

- Rules and Regulations (Form #990)
- Move In/Out Condition of Premises (Form #992)
- Household or Property Inventory (Form #1011)
- Lead Based Paint / Asbestos Notice (Form #995)
- Magan’s Law (REQUIRED in CA) (Form #981)
- Liquid Filled Furniture (Form #999)
- Pets (Form #998)
- Other

THE PARTIES HERETO HAVE ACCEPTED AND EXECUTED THIS RESIDENTIAL AGREEMENT - MONTH TO MONTH ON THE DATE IN SECTION 1 ABOVE.

Jose Luis Ayala
Santos Gonzalez

[Handwritten signatures]
## Allowances for Tenant-Furnished Utilities and Other Services

<table>
<thead>
<tr>
<th>Locality</th>
<th>Housing Authority of the County of Tulare</th>
<th>Unit Type</th>
<th>Single Family</th>
<th>Date (mm/dd/yyyy)</th>
<th>04/01/2005</th>
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<tbody>
<tr>
<td>Utility or Service</td>
<td>Monthly Dollar Allowances</td>
<td>0 BR</td>
<td>1 BR</td>
<td>2 BR</td>
<td>3 BR</td>
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<tr>
<td>Heating</td>
<td></td>
<td>a. Natural Gas</td>
<td>$12</td>
<td>$14</td>
<td>$16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Bottle Gas</td>
<td>$35</td>
<td>$41</td>
<td>$46</td>
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<td></td>
<td></td>
<td>c. Electric</td>
<td>$20</td>
<td>$24</td>
<td>$28</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Heat Pump</td>
<td>$12</td>
<td>$14</td>
<td>$17</td>
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<tr>
<td>Cooking</td>
<td></td>
<td>a. Natural Gas</td>
<td>$4</td>
<td>$4</td>
<td>$5</td>
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<tr>
<td></td>
<td></td>
<td>b. Bottle Gas</td>
<td>$19</td>
<td>$20</td>
<td>$24</td>
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<tr>
<td></td>
<td></td>
<td>c. Electric</td>
<td>$8</td>
<td>$8</td>
<td>$10</td>
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<tr>
<td></td>
<td></td>
<td>d. Coal / Other</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other Electric</td>
<td></td>
<td>$15</td>
<td>$17</td>
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<tr>
<td>Air Conditioning</td>
<td></td>
<td>$9</td>
<td>$12</td>
<td>$16</td>
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<tr>
<td>Water Heating</td>
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<td>a. Natural Gas</td>
<td>$8</td>
<td>$8</td>
<td>$10</td>
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<td></td>
<td></td>
<td>b. Bottle Gas</td>
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<td></td>
<td>c. Electric</td>
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<td>$13</td>
<td>$19</td>
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<td></td>
<td></td>
<td>d. Coal / Other</td>
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<td>Water</td>
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<tr>
<td>Sewer</td>
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<td>$16</td>
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<td>Trash Collection</td>
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<td>$18</td>
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<tr>
<td>Range/Microwave</td>
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<td>$4</td>
<td>$4</td>
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<td>$4</td>
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<tr>
<td>Refrigerator</td>
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<td>$5</td>
<td>$5</td>
<td>$5</td>
<td>$5</td>
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<tr>
<td>Other – specify</td>
<td></td>
<td>Natural Gas Customer Charge</td>
<td>$4</td>
<td>$4</td>
<td>$4</td>
</tr>
</tbody>
</table>

### Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

- **Name of Family**: Jose C. Molina & Santos C. Gonzales
- **Address of Unit**: 214 Maurer Street, “A”, Porterville, CA 93257
- **Number of Bedrooms**: 3 bedrooms

### Per Month Cost

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Per Month Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
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<tr>
<td>Other Electric</td>
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<tr>
<td>Air Conditioning</td>
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<tr>
<td>Water Heating</td>
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<td>Water</td>
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<tr>
<td>Sewer</td>
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<tr>
<td>Trash Collection</td>
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<td>Range/Microwave</td>
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<tr>
<td>Refrigerator</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 53.00</strong></td>
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</table>

Previous editions are obsolete

Page 1 of 1

form HUD-52567 (12/97) ref. Handbook 7422.6
SUBJECT: INITIATION OF PRELIMINARY PROCEEDINGS AND RESOLUTION OF APPLICATION FOR ANNEXATION NO. 462

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: In accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the City Council may authorize filing of the necessary application and proposal for presenting Annexation No. 462 to the Local Agency Formation Commission (LAFCo) for its review and approval.

Annexation No. 462, (100% consent) proposes to add 1.64± acres to the City of Porterville. The subject site is generally located on the south side of Mulberry Avenue approximately 149" feet south of the prolongation of Howland Street. The subject site is vacant. The proposed annexation is an in-fill of a large County island consisting of 138± acres. Additionally, the annexation will eliminate that portion of the southwest corner of the aforementioned County island.

On October 4, 2005, by City Council Resolution 145-2005 (Negative Declaration) and Resolution 146-2005 (Findings in support of approval), the City Council approved the Tentative Subdivision Map for Sunrise Villa Phase 2 & 3 to divide a vacant 11.3± acre parcel into 46 single family residential lots in two (2) phases. The proposed site is zoned City R-1 (One-Family Zone), with the exception of Lots 13-20 (easterly portion of the subdivision is included in proposed Annexation 462) which is located in the County and zoned R-1 - 217 (Single Family Residential- 5 acre minimum).

Phase 3 consists of those lots mentioned above located in the County. The remaining lots located in the City will be developed in Phase 2.

A condition of approval for Phase 3 (County) reads as follows:

“The developer/applicant shall cause this area to be annexed to the City of Porterville prior to reviewing Phase 3 improvement plans.”
The Porterville General Plan designates this site for Low Density Residential uses. Upon consummation of the proposed annexation, the subject site will automatically be zoned City R-1 (One-Family Residential) Zone pursuant to Section 110 A-4 of the Porterville Zoning Ordinance and in support of the General Plan.

The subject site is not located in an agricultural preserve.

As mentioned previously, since the proposed annexation area was incorporated into the Mitigated Negative Declaration for Sunrise Villa Phase 2 & 3, no further environmental review is required.

RECOMMENDATION: That the City Council:

1. Adopt a resolution authorizing initiation of preliminary proceedings and filing of the necessary application with LAFCo.

ATTACHMENTS:

1. Annexation No. 461 Map
2. Sunrise Villa Phase 2 & 3 Tentative Subdivision Map
3. City Council Resolution Resolutions 145-2005 and 146-2005
4. Negative Declaration
5. Draft Resolution authorizing initiation of preliminary proceedings and filing of the necessary application with LAFCo
Annexation Area No. 462

CITY OF PORTERVILLE

BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, T.21S., R.27E.,
M.D.B.&M., IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

PROPOSED CITY LIMITS

AREA = 1.64 AC

EXISTING CITY LIMITS

159.86

CITY OF PORTERVILLE

LOCATION MAP

SCALE: 1" = 100'

COUNTY OF TULARE

ATTACHMENT
ITEM NO. 1
RESOLUTION NO. 145-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR SUNRISE VILLA PHASE 2 & 3 TENTATIVE SUBDIVISION MAP FOR THAT 11.3± ACRE VACANT SITE GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY AVENUE BETWEEN THE PROLONGATION OF HOWLAND AND SHADOWOOD STREETS.

WHEREAS: On July 15, 2005, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project. The Initial Study and proposed Mitigation Measures have been transmitted to interested agencies, groups, and individual property owners within 300 feet of the subject site. The twenty (20) day review period ran from July 19, 2005 to August 9, 2005; and

WHEREAS: The public hearing date for Sunrise Villa Phase 2 & 3 was scheduled before the City Council on August 16, 2005. It was brought to Staff's attention, that one or more of the property owners were not notified due to an incomplete property owners list submitted to Staff. As a result, Staff pulled the item to allow for re-noticing. A re-notice of the public hearing for a 20 day review period ran from August 12, 2005 to September 2, 2005 rescheduling the public hearing before the City Council on September 6, 2005. The only agencies that responded were San Joaquin Valley Air Pollution Control District and Southern California Gas Company. Additional letters from a Ruth E. Smith and a Herbert and Eleanor Foerster who live within 300 feet of the subject site were received. The comments regarding environmental concerns have been addressed in the Mitigation Monitoring Plan Exhibit "A" of the environmental resolution. On September 6, 2005, the City Council opened the public hearing. At the request of the applicant, the public hearing was to be continued until September 20, 2005. However, since one of the Council members could not attend that meeting, the City Council recommended that the item be brought back to Council on October 4, 2005; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of September 6, 2005, conducted a continued public hearing to consider approval of Sunrise Villa Phase 2 & 3 Tentative Subdivision Map, being a division of a vacant 11.3± acre parcel into 46 single family residential lots in two (2) phases for that site generally located on the south side of Mulberry Avenue between the prolongation of Howland and Shadowood Streets; and

WHEREAS: The proposed site is zoned City R-1 (One-Family Zone), with the exception of Lots 13-20 (easterly portion of the subdivision) which are located in the County and zoned R-1 - 217 (Single Family Residential- 5 acre minimum).

Phase 3 consists of those lots mentioned above located in the County. The remaining lots located in the City will be developed in Phase 2.
A condition of approval for Phase 3 (County) will read as follows:

"The developer/applicant shall cause this area to be annexed to the City of Porterville prior to reviewing Phase 3 improvement plans"; and

WHEREAS: The City Council considered the following findings in its review of the environmental circumstances for this project:

1. That a Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act.

2. That the proposed project will not create adverse environmental impacts.

The proposed Negative Declaration was evaluated in light of the prepared environmental initial study, comments from interested parties and the public, as well as responses to written comments received during the review period. It was determined that potential impacts associated with the proposed project could be mitigated to a less than significant level through the implementation of the attached mitigation measures.

3. That the City Council is the decision-making body for the project.

4. That the Negative Declaration prepared for this project was made available for public review and comment. The 20 day review period was from July 19, 2005 to August 9, 2005. A re-notice of the public hearing for a 20 day review period ran from August 12, 2005 to September 2, 2005.

5. That the mitigation measures contained in the Negative Declaration were incorporated into a Mitigation Monitoring Program attached hereto as Attachment "A" and included as Condition 39 in the proposed resolution of approval for Sunrise Villa Phase 2 & 3.

6. That review of the environmental circumstances regarding this project indicates that no adverse impacts would accrue to wildlife resources from implementation of the project.

City staff conducted an on-site inspection. The subject site is vacant and has been regularly disced for weed control. No natural habitat was observed. As such, no endangered, threatened or rare species or habitats exist and no impact will occur.

7. That the project may proceed subsequent to approval and/or conditional approval of the State Department of Fish and Game relative to said State Department's consideration of a "de minimis impact" pursuant to Section 711.2 et. seq. of the Fish and Game Code.
8. That the environmental assessment and analysis prepared for this project supporting the Negative Declaration reflects the independent judgement of the City of Porterville.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Negative Declaration for Sunrise Villa Phase 2 & 3 Tentative Subdivision Map as described herein.

Kelly West, Mayor

ATTEST:

John Longley, City Clerk

By Georgia Hawley, Chief Deputy City Clerk
<table>
<thead>
<tr>
<th>Potential Impact</th>
<th>Mitigation Measures</th>
<th>Monitoring</th>
<th>Agency Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geologic Problems</td>
<td>Mitigation measures include the enforcement of site development plan or other development related conditions of approval requiring erosion control plans, and the conservation of vegetation, with soil disturbances to be limited to dry seasons. In addition, conformance with the City Storm Drain Master Plan, and requirements relative to grading, the Uniform Building Code, etc., will be required.</td>
<td>Conformance with the City Storm Drain Master Plan (2001) and requirements relative to grading, the Uniform Building Code, etc., will be required.</td>
<td>City of Porterville</td>
</tr>
<tr>
<td>Water 4.a Changes in absorption rates, drainage patterns or the rate and amount of surface runoff.</td>
<td>Compliance with Federal, State and local regulations requiring that storm water runoff be monitored and maintained free of heavy concentrations of pollutants will mitigate this potential impact to a level of insignificance (NPDES standards).</td>
<td>Compliance with Federal, State and local regulations requiring that storm water runoff be monitored and maintained free of heavy concentrations of pollutants will mitigate this potential impact to a level of insignificance (NODES standards).</td>
<td>City of Porterville</td>
</tr>
<tr>
<td>4.b Exposure of people or property to water related hazards such as flooding.</td>
<td>The subject site is located in Flood Plan Zone B (areas between limits of the 100 year and 500 year flood).</td>
<td>Compliance with the City Flood Hazard Reduction Ordinance which requires elevation certificates of flood resistant construction for all buildings may or will be required.</td>
<td></td>
</tr>
<tr>
<td>Potential Impact</td>
<td>Mitigation Measures</td>
<td>Monitoring</td>
<td>Agency Responsible</td>
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</tr>
<tr>
<td>Air Quality</td>
<td>Mitigation of the effects resulting from increased vehicle trips must be accomplished through proper vehicle smog inspections and related efforts to reduce petroleum fueled transit. Additional mitigation measures include adequate circulation of vehicles to lessen concentrations of carbon monoxide in the area, promotion of car pooling and public transportation in the area, and the encouragement of non-motorized transportation modes (i.e. bicycles and walking). Mitigation through construction management. 1. The City will implement Regulation VIII of the SJVUAPCD including:</td>
<td>The State of California, California Air Resources Board (CARB) and San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) are expected to maintain their commitment to this program.</td>
<td>State of California CARB, SJVUAPCD, City of Porterville</td>
</tr>
<tr>
<td>Potential Impact</td>
<td>Mitigation Measures</td>
<td>Monitoring</td>
<td>Agency Responsible</td>
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</tr>
<tr>
<td>Air Quality</td>
<td>a. The prevention of dust from leaving the construction site during clearing, grading and excavation will be accomplished through regular truck spraying with water, sprinkling systems or emulsion sprays.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. a (continued)</td>
<td>b. Watering or spraying will be required to be done in the late morning and again at the end of the work day, with increased frequency throughout the day whenever wind is sustained or gusting at speeds in excess of 10 MPH. If winds or gusting exceed 20 MPH, vehicular activity will be required to cease.</td>
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<td></td>
<td>c. One or more of the following means of dust control should be employed after the completion of earth grading operations:</td>
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<tr>
<td></td>
<td>i. Seeding and watering of new vegetation.</td>
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<td></td>
<td>ii. Hydromulching or spreading of soil binders.</td>
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<td>iii. Maintenance of the site's soil surface crust through repeated soakings.</td>
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<td></td>
<td>2. Require construction equipment to be equipped with catalysts/particulate traps to reduce particulate and Nox emissions.</td>
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<tr>
<td>Potential Impact</td>
<td>Mitigation Measures</td>
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<tr>
<td>Air Quality</td>
<td>3. Limit engine idling at the project site.</td>
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<td></td>
<td>4. Trees should be carefully selected and located to shade the structures during the hot summer months. This measure should be implemented on southern and western exposures. Deciduous trees should be considered since they provide shade in the summer and allow the sun to reach the residences during the cold winter months.</td>
<td></td>
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<tr>
<td>5. a (continued)</td>
<td>5. As many energy-conserving features as possible should be included in the design/construction of the new dwellings. Examples include (but are not limited to) increased wall and ceiling insulation (beyond building code requirements), energy efficient lighting, high efficiency appliances and solar-assisted water heating.</td>
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<td>6. Electric or low nitrogen oxide (NOX) emitting gas-fired water heaters should be installed.</td>
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<tr>
<td></td>
<td>7. Natural gas lines and electrical outlets should be installed in the backyard or patio areas to encourage the use of gas and/or electric barbecues.</td>
<td></td>
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</tr>
<tr>
<td>Potential Impact</td>
<td>Mitigation Measures</td>
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</tr>
<tr>
<td>Air Quality 5.a (continued)</td>
<td>8. Electrical outlets should be installed around the exterior of the units to encourage the use of electric landscape maintenance equipment. 9. Natural gas lines and electrical outlets should be installed in the backyard or patio areas to encourage the use of gas and/or electric barbecues. 10. If transit service is available to the project site, improvements should be made to encourage its use. If transit service is not currently available, but is planned for the area in the future, appropriate easements should be reserved to provide for future improvements such as bus turnouts, loading areas and shelters. 11. Sidewalks and bikeways should be installed throughout as much of the project as possible to encourage walking and bicycling. 12. With the purchase of any house, included Air Quality incentive items is natural gas barbecues and electric lawnmowers.</td>
<td></td>
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</tr>
<tr>
<td>Potential Impact</td>
<td>Mitigation Measures</td>
<td>Monitoring</td>
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</table>
| Air Quality 5.a (continued) | 13. Any gas-fired appliances should be low nitrogen oxide (NOX) emitting gas-fired appliances complying with California NOX Emission Rule #1121.  
14. House units should be oriented to maximize passive solar cooling and heating when practicable.  
15. The following regulations of the San Joaquin Air Pollution Control District (Rule 4901 - Wood Burning Fireplaces and Wood Burning Heaters) will apply to this project.  
   a. In new residential developments with a density greater than two (2) dwelling units per acre, no person shall install a wood-burning fireplace.  
   b. In new residential developments with a density equal to or greater than three (3) dwelling units per acre, no person shall install more than two (2) EPA Phase II Certified wood burning heaters (wood stove, pellet stove or wood-burning insert) per acre.  
   c. No person shall install more than one (1) wood burning fireplace or wood burning heater in each new dwelling unit. |            |                  |
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Air Quality 5.a (continued)</td>
<td>d. A new residential development is defined as any single or multiple family housing unit for which construction begins on or after January 1, 2004. Construction has begun when the foundation for the structure is constructed.</td>
<td></td>
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</tr>
<tr>
<td>Utilities and Service Systems 12.e Storm water drainage.</td>
<td>The site is within the boundaries of the City's Master Plan for Storm Drainage (2001). Compliance with Federal, State and local regulations requiring that storm water runoff monitored and maintained free of heavy concentrations of pollutants will mitigate this potential impact to a level of insignificance (NODIES standards). The installation of storm drain lines in conformance with Federal, State, and local environmental protection requirements and the City's Storm Drainage Master Plan will be required.</td>
<td>The City of Porterville and the affected utility companies.</td>
<td>The City of Porterville and the affected utility companies.</td>
</tr>
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<td>The installation of low profile exterior lighting will be directed away from adjacent properties, as required by the City Zoning Ordinance, and will reduce the impact of outside lighting. Minimal glare is anticipated from street lights and on-site lighting facilities accruing from the site's eventual development. This will serve to reduce potential hazards for autos, bicyclists, and pedestrians, as well as provide a secure environment for the occupants.</td>
<td>Section 2618 F (Glare) of the Porterville Zoning Ordinance will be enforced.</td>
<td>City of Porterville</td>
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I, JOHN LONGLEY, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 4th day of October, 2005.

THAT said resolution was duly passed adopted by the following vote:

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<tr>
<th>Council:</th>
<th>IRISH</th>
<th>MARTINEZ</th>
<th>HAMILTON</th>
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JOHN LONGLEY, City Clerk

[Signature]

by Patrice Hildreth, Deputy City Clerk
RESOLUTION NO.146-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL FOR SUNRISE VILLA PHASE 2 & 3 TENTATIVE SUBDIVISION MAP FOR THAT 11.3± ACRE VACANT SITE GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY AVENUE BETWEEN THE PROLONGATION OF HOWLAND AND SHADOWOOD STREETS.

WHEREAS: The public hearing date for Sunrise Villa Phase 2 & 3 was scheduled before the City Council on August 16, 2005. It was brought to Staff’s attention, that one or more of the property owners were not notified due to an incomplete property owners list submitted to Staff. As a result, Staff pulled the item to allow for re-noticing. A re-notice of the public hearing for a 20 day review period ran from August 12, 2005 to September 2, 2005 rescheduling the public hearing before the City Council on September 6, 2005. The only agencies that responded were San Joaquin Valley Air Pollution Control District and Southern California Gas Company. Additional letters from a Ruth E. Smith and a Herbert and Eleanor Foerster who live within 300 feet of the subject site were received. The comments regarding environmental concerns have been addressed in the Mitigation Monitoring Plan Exhibit “A” of the environmental resolution. On September 6, 2005, the City Council opened the public hearing. At the request of the applicant, the public hearing was to be continued until September 20, 2005. However, since one of the Council members could not attend that meeting, the City Council recommended that the item be brought back to Council on October 4, 2005; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of September 6, 2005, conducted a continued public hearing to consider approval of Sunrise Villa Phase 2 & 3 Tentative Subdivision Map, being a division of a vacant 11.3± acre parcel into 46 single family residential lots in two (2) phases for that site generally located on the south side of Mulberry Avenue between the prolongation of Howland and Shadowood Streets; and

WHEREAS: The proposed site is zoned City R-1 (One-Family Zone), with the exception of Lots 13-20 (easterly portion of the subdivision) which are located in the County and zoned R-1 - 217 (Single Family Residential- 5 acre minimum).

Phase 3 consists of those lots mentioned above located in the County. The remaining lots located in the City will be developed in Phase 2.

A condition of approval for Phase 3 (County) will read as follows:

“The developer/applicant shall cause this area to be annexed to the City of Porterville prior to reviewing Phase 3 improvement plans”; and

WHEREAS: On July 15, 2005, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project; and
WHEREAS: The Subdivision Review Committee on August 3, 2005, reviewed and discussed concerns and conditions that should be addressed before the City Council. Conditions developed as a result of this meeting and subsequent staff review have been discussed with the applicant’s agent and incorporated into the draft resolution of approval; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed tentative subdivision map; and

WHEREAS: The City Council made the following findings:

1. That the design and improvements of the proposed project are consistent with the General Plan.

The Land Use Element of the General Plan designates the site for Low Density Residential development (2-7 d.u./acre). The proposed subdivision will be developed to a density of 4.07 d.u./acre.

The site extends east and west parallel with Mulberry Ave. A cul-de-sac is proposed on the west side and the east side of the interior of the subdivision. Access to these two (2) cul-de-sacs (50 feet wide) will be from an internal street (Villa Street 60 feet wide) proposed in the middle of the subdivision extending north and south. Proposed Villa Street will intersect with Mulberry Avenue to the north and connect with the existing street (Villa Street) to the south located in a developed single family residential subdivision.

Development of the 46 lot single family residential subdivision is anticipated to result in additional daily trips. Based on the ITE Trip Generation Manuel, 9.57 daily trips would be generated per unit, for a total of 440.22 ADT. Based on proposed street system, the projected trips will be distributed east and west on Mulberry and south on Villa.

Mulberry Avenue (60 foot wide local street) intersects with Cottage Street (60 foot wide local) to the west. Cottage Street meanders through a developed residential subdivision to the south which intersects with Henderson Avenue (four lane arterial 84 feet wide). Mulberry to the west of Cottage Street intersects with Indiana Street (four lane arterial 84 feet wide). Proposed Villa Street will intersect with Mulberry Avenue to the north and extend south and connect with the existing Villa Street located in the subdivision to the south and will continue to Henderson Avenue.

No recent traffic counts have been conducted in the area of the subject site. The Circulation Element of the Porterville General Plan indicates that two lane collector streets (60 foot wide) have the capacity of 12,500 ADT. As mentioned above, Cottage and Mulberry are developed to 60 feet even though they are not considered collector streets. Additionally, four lane major arterials have the capacity of 50,000 ADT. It is not anticipated that the additional traffic generated by the proposed development should reduce the performance of the aforementioned streets/avenues since they have been designed to handle the additional traffic in this area.
2. That the site is physically suitable for the type and density of the proposed development.

The site is generally level. The subject site has medium to coarse textured soils with a high water infiltration rate. Therefore, no barriers to development will occur.

3. That the Negative Declaration prepared for this project is in compliance with the California Environmental Quality Act indicating that such will not have a significant effect on the environment.

4. That the design of the project, or proposed improvements, are not likely to cause substantial environmental damage. Condition 39 of this resolution requires the developer/applicant to comply with all Mitigation Measures contained in the Mitigation Monitoring Program attached to the resolution.

5. The Initial Study prepared for this project indicates that all potential impacts will be mitigated to less than significant levels. Through the implementation of the mitigation measures contained in the Mitigation Monitoring Program, the result in impacts addressed will be less than significant.

6. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the area.

The General Plan designates the site for Low Density Residential uses. The site is surrounded by developed single family residential subdivisions on all sides. Conditions of approval are included to ensure adequate development standards are met.

7. That the standards of population density, site area dimensions, site coverage, yard spaces, heights of structures, distance between structures, off-street parking facilities and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the Zoning Ordinance.

The proposed project complies with all the requirements of the Subdivision Ordinance. The development standards of the R-1 (One Family Residential) Zone including lot sizes, site coverage, parking, etc., will apply to the site.

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve Sunrise Villa Phase 2 & 3 Tentative Subdivision Map subject to the following conditions:

1. The required twelve (12) foot side yard setback for all reverse corner lots shall be shown on the final map. As currently designated, Lot 3 and Lot 41 are reverse corner lots.

2. The developer/applicant shall provide a minimum of one (1) tree for every lot and an additional tree for every corner lot.
3. The following regulations of the San Joaquin Valley Air Pollution Control District (Rule 4901 - Wood Burning Fireplaces and Wood Burning Heaters) will apply to this project:
   a. In new residential developments with a density greater than two (2) dwelling units per acre, no person shall install a wood-burning fireplace.
   b. In new residential development with a density equal to or greater than three (3) dwelling units per acre, no person shall install more than two (2) EPA Phase II Certified wood burning heaters (wood-stove, pellet-stove, or wood-burning insert) per acre.
   c. No person shall install more than one (1) wood burning fireplace or wood burning heater in each new dwelling unit.


5. The developer/applicant shall pay all applicable fees in accordance with the Municipal Code and State law, prior to approval of the final map by City Council. Fees are subject to change annually. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.

6. The developer/applicant shall dedicate right-of-way adequate for a street width, including disabled ramp(s) (C.C. Sec. 21-23), that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by City Council. The developer/applicant shall dedicate and improve a Mulberry Avenue right-of-way adequate for a minimum of two lanes of traffic and on-street parking, on the south side, adjacent to the boundaries of the proposed subdivision. Curb, gutter and paveout will be required for those parcels designated as "Not a Part" if necessary to drain storm water away from the Mulberry Avenue/Villa Street intersection and Lot 46.

7. The developer/applicant shall fully develop Villa Street along the "Not A Part" property with pavement, curb and gutter on the west side and curb, gutter and sidewalk on the east side.

8. Part of the proposed development, Phase 3, lies within an unincorporated area of Tulare County. The developer/applicant shall cause this area to be annexed prior to reviewing Phase 3 improvement plans.

9. The developer/applicant shall provide and show all required utility easements on the Final Map.

10. The developer/applicant shall cause all unnecessary easement to be vacated prior to or in conjunction with the Final Map processing.
11. The developer/applicant shall dedicate a one foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.

12. The developer/applicant shall relinquish access rights to Villa Street from Lots 3, 9, 24, 25 and 41.

13. Prior to approval of the improvement plans, the developer/applicant shall have a completed and approved lighting improvement plan, legal description, etc. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting Maintenance District at the time the final map is approved. Lighting improvements shall be completed and accepted concurrently with the other improvements in the subdivision. The following shall be included in said annex to the district: (i) Lighting, (ii) Temporary on-site drainage reservoir, if any, etc.

14. The developer/applicant shall comply with Chapter 7, Article XIII of the City Code and Appendix Chapter 33 of the California Building Code and provide a Preliminary Soils Report (C.C. Sec. 7-126 & Res. 4997) including results of "R-Value" tests and recommendations regarding construction of public improvements that address City Standard C-13, satisfactory to the City Engineer, prior to the approval of the improvement plans or start of grading, whichever comes first. Additional reporting requirements are as indicated below:

   a. Final Grading, Drainage and Soils Report, prior to issuance of building permits (C.C. Sec. 7-133);

   b. Erosion Control Plan in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity, prior to start of grading (CBC Appendix chapter 33). The provisions of the approved Erosion Control Plan shall be incorporated into the Improvement Plans;

   c. Soils Report(s) in accordance with Chapter 18 of the California Building Code.

15. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.

16. In accordance with Section 21-51 of the Subdivision Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months.

17. Prior to start of grading on any unit, the developer/applicant shall abandon and cap existing wells that are no longer in service. Prior to approval of the improvement plans, the developer/applicant shall obtain an abandonment permit from the County Department of Environmental Health. Prior to acceptance of improvements, the developer/applicant shall provide the City Engineer with proof of completion in compliance with County regulations. Developer/applicant shall comply with City standard for "backflow" prevention pursuant to Resolution No. 9615 for all wells that will remain in service.
The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right-of-way, if, in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue in use. The developer/applicant shall also cure leaks in any irrigation pipe that will continue in use.

18. Prior to recording the final map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).

19. Prior to recording the final map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).

20. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.

21. The developer/applicant shall obtain a City demolition permit prior to approval of the improvement plans and, under City inspection, remove all existing, abandoned and unnecessary items, to the satisfaction of the City Engineer, prior to acceptance of the improvements (e.g. buildings, foundations, septic tanks, irrigation pipes, etc.).

22. The developer/applicant shall assure compliance with applicable San Joaquin Valley Air Pollution Control District Rules (e.g., Numbers 8010, 8020 and 8030), regarding fugitive dust, as well as Section 7-8, Project Site Maintenance of the Standard Specifications. The developer/applicant shall provide a street sweeper as necessary to comply. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection. The improvement plans shall show a designated wash out area for concrete trucks, and a sign designating it as such. The developer/applicant shall remove and properly dispose of waste concrete deposited in this area.

23. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), pavement lane transitions (offsite), traffic safety marking and signs, etc. along the full frontage of all proposed subdivision lots except where they exist to City standards and are in good condition in the opinion of the City Engineer. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.

24. Building or foundation permits shall not be issued until all of the following items are accepted as complete:
a. The storm drain system is functional, so that it will accept water from fire hydrant and/or water main flushing;

b. The water system is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);

c. Street base rock for accessibility by the public safety officials and building inspectors;

d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommendations contained in the Preliminary Soils Report;

e. Lot corners are marked;

f. Fire hydrants are accepted by the Fire Department and the Engineering Division.

26. The developer/applicant shall construct all drainage facilities that the City Engineer determines are necessary to comply with the intent of the Storm Drain Master Plan. Dedicate a drainage easement across each lot requiring an easement, unless all lots are graded to drain to the street (C.C. Sec. 21-50). The developer/applicant shall construct concrete drainage swales, approved by the City Engineer, if necessary, to transport storm water across adjacent subdivision lots to reach a City drainage system. The Storm Drain Master Plan illustrates the installation of a pipeline along Mulberry Avenue generally between Drainage Reservoir No. 53 (Hayes Field) and “G” Street.

27. The developer/applicant is advised that he is obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity (except operations that result in disturbance of less than five acres of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site
map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.

28. The developer/applicant shall provide a circulation pattern that will serve the partially developed easterly contiguous property.

29. The developer/applicant shall construct all weather alternative vehicular access road equipped with a double 2.5" pipe security gate with Knox padlock to accommodate emergency service vehicles at such time that phased development of the subdivision results in creation of dead-end cul-de-sac streets in excess of 600 feet long.

30. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.

31. The developer/applicant shall construct two (2) City standard barricades at the end of all dead-end streets.

32. The developer/applicant shall cause the sewer system to be completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision.

33. The developer/applicant shall move existing utility structures (For example, poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless they are below grade (Title 24 DSA) or provide surety in lieu of (Section 2616.1 of the Zoning Ordinance).

34. Prior to acceptance of improvements, the developer/applicant shall provide street lights on Marbelite poles complying with Southern California Edison Company specifications as required by the City Engineer. Use of wood poles is prohibited without prior written approval of the City Engineer. Street light spacing shall be at 160 foot intervals, staggered throughout the proposed subdivision.

35. The developer/applicant shall construct the water system in a maximum of two (2) sections for each phase of the subdivision: One section for the model homes and one section for the remainder of the phase. The number of model homes shall not exceed one for each 10 lots in the subdivision or four, whichever is greater. The model homes shall be clustered.

36. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
37. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bidders. The bids must be approved by the City prior to construction.

38. The developer/applicant shall comply with all requirements of the Porterville Zoning Ordinance, the Porterville Municipal Code, the latest adopted Building Codes, and all other applicable laws and ordinances.

39. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. Prior to recording the final map, the developer/applicant shall submit a signed document committing to comply with the adopted mitigation measures.

![Signature of Kelly West, Mayor]

Kelly West, Mayor

ATTEST:

John Longley, City Clerk

By Georgia Hawley, Chief Deputy City Clerk
STATE OF CALIFORNIA  
CITY OF PORTERVILLE  
COUNTY OF TULARE  

I, JOHN LONGLEY, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 4th day of October, 2005.

THAT said resolution was duly passed adopted by the following vote:

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JOHN LONGLEY, City Clerk

[Signature]

by Patrice Hildreth, Deputy City Clerk
NEGATIVE DECLARATION

Community Development
Department

LEAD AGENCY: City of Porterville
291 North Main Street
Porterville, California 93257

PROJECT APPLICANTS: Zenz & O’Sullivan
P.O. Box 1927
Porterville, CA 93258

PROJECT TITLE: Sunrise Villa Phase 2 & 3 Tentative Subdivision Map

ADDRESS/LOCATION: South side of Mulberry Avenue between the prolongation of Howland and Shadowood Streets.

PROJECT APPLICANT: Zenz & O’Sullivan

PROJECT DESCRIPTION: The Tentative Subdivision Map for Sunrise Villa Phase 2 & 3 proposes to divide a vacant 11.3 ± acre parcel into 46 single family residential lots in two (2) phases. The proposed site is zoned City R-1 (One Family Residential) Zone, with the exception of Lots 13-20 (easterly portion of the subdivision) which are located in the County and Zoned R-1 - 217 (Single Family Residential - 5 acre minimum). Phase three (3) consist of those lots previously mentioned located in the county. The remaining lots located in the City will be developed in Phase two (2). A condition of approval for Phase three (3) will require the developer/applicant to annexed this area into the City of Porterville prior to reviewing Phase Three (3) improvement plans.

CONTACT PERSON: Bradley D. Dunlap (559) 782-7460

On July 15, 2005, the Environmental Coordinator of the City of Porterville determined that the above project will have no significant effect on the environment described herein and has found that this project will have no significant impact on the environment for the following reasons:

1. The project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

2. The project does not have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.

3. The project does not have possible environmental effects which are individually limited but cumulatively considerable, "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

4. The environmental effects of a project will not cause substantial adverse effects on human beings, either directly or indirectly.

5. Mitigation measures X were, were not made a condition of the approval of the project.

Copies of plans and other documents relating to the subject project may be examined by interested parties at the City Planning Division, 291 North Main Street, Porterville, California.

Dated: July 15, 2005

Approved: Bradley D. Dunlap, Environmental Coordinator

Wordh Negdec Sunrise Villa Phase2&3

ATTACHMENT ITEM NO. 4
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA
MAKING APPLICATION FOR CHANGE OF ORGANIZATION OF TERRITORY KNOWN AS ANNEXATION NO. 462

WHEREAS, the California State Legislature finds and declares that it is the policy of the State to encourage orderly growth and development which is essential to the social, fiscal, and economic well-being of the State, and recognizes that the logical formation and determination of City boundaries is an important factor in promoting the orderly development of urban areas; and

WHEREAS, the legislature recognizes that population density and intensive residential, commercial, and industrial development necessitate a broad spectrum and high level of community services and controls. The legislature also recognizes that when areas become urbanized to the extent that they need the full range of community services, priorities must be established regarding the type and levels of such services that the residents of an urban community need and desire; that community service priorities be established by weighing the total community service needs against total financial resources available for securing community services; and that such community service priorities must reflect local circumstances, conditions, and limited financial resources. The legislature finds and declares that a single government agency, rather than several limited purpose agencies, is better able to assess and be accountable for community service needs and financial resources and, therefore, is the best mechanism for establishing community service priorities; and

WHEREAS, the City Council of the City of Porterville desires to initiate proceedings for a change of organization of the hereinafter described territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:

1. Application is hereby made to the Executive Officer of the Local Agency Formation Commission of the County of Tulare, State of California, as follows:

a. This proposal is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 of the State of California.

b. The nature of the proposal is a change of organization as follows:

A description of the exterior boundaries of the territory to be annexed is attached hereto and marked Exhibit "A" and made a part hereof by reference as though set forth herein.
c. The reasons for this proposal are as follows:

To provide municipal services including sanitary sewer, water, and storm drainage services, increased police and fire protection, and other municipal services as so required. To provide proper control, orderly development, and logical growth in accordance with the City of Porterville General Plan, LAFCo's Sphere of Influence Boundary, and the Urban Development Boundary as adopted by the County of Tulare and the City of Porterville.

d. On October 4, 2005, by City Council Resolution 145-2005 (Negative Declaration) and Resolution 146-2005 (Findings in support of approval), the City Council approved the Tentative Subdivision Map for Sunrise Villa Phase 2 & 3 to divide a vacant 11.3± acre parcel into 46 single family residential lots in two (2) phases. The proposed site is zoned City R-1 (One-Family Zone), with the exception of Lots 13-20 (easterly portion of the subdivision proposed Annexation 462) which are located in the County and zoned R-1 - 217 (Single Family Residential- 5 acre minimum).

e. Since the proposed annexation area was incorporated into the Mitigated Negative Declaration for Sunrise Villa Phase 2 & 3, no further environmental review is required.

f. The proposal has 100% consent from the property owner.

g. That the subject site consists of 1.64± acres of vacant land.

h. The subject site is located within Porterville's Urban Development Boundary and LAFCo's Sphere of Influence Boundary.

i. Porterville's General Plan designates the site for Low Density Residential uses.

j. Upon consummation of the proposed annexation, the subject site will automatically be zoned City R-1 (One-Family Residential) Zone pursuant to Section 110 A-4 of the Porterville Zoning Ordinance.

k. It is hereby requested that proceedings be taken for the change of organization proposed herein.
2. The City Clerk (or other official) of the City of Porterville is hereby authorized and directed to file a certified copy of this resolution with the Executive Officer of the Local Agency Formation Commission of the County of Tulare, State of California.

_____________________________________
Kelly West, Mayor

ATTEST:

John Longley, City Clerk

By ____________________________
  Georgia Hawley, Chief Deputy City Clerk
Annexation Area No. 462
City of Porterville

That portion of the Southwest quarter of Section 23, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, County of Tulare, State of California, described as follows:

Beginning at the Southwest corner of Parcel 2 of Parcel Map No. 2087 per map recorded in Book 21, page 88 of Parcel Maps in the Office of the County Recorder of said County, said Southwest corner also being an angle point in the existing Porterville City Limit line;

Thence, North 02°04'59" West, 447.00 feet along said existing City Limit line to the Northwest corner of said Parcel 2;

Thence, departing said existing City Limit line South 89°48'24" East, 160.21 to the Northeast corner of said Parcel 2;

Thence, South 02°02'40" East, 445.37 feet to the Southeast corner of said Parcel 2, said Southeast corner being in said existing City Limit line;

Thence, South 89°36'47" West, 159.86 feet to the point of beginning.

EXHIBIT "A"
SUBJECT: PROPOSED INDEMNIFICATION AGREEMENT FOR ALL LOCAL AGENCY FORMATION COMMISSION (LAFCO) PROJECTS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DEPARTMENT

COMMENT: The Tulare County LAFCo proposes to adopt a policy at the December 7, 2005 meeting to require an indemnification agreement for all LAFCo projects. The format suggested by LAFCo is based on the form recently approved by the Board of Supervisors (BOS) for use in all BOS projects. The proposed language states that "Applicant shall indemnify, defend, and hold harmless the Tulare County Local Agency Formation Commission from and against any claims, actions, or proceedings for damages [awarded to any party against LAFCo to attack any findings by LAFCo]. The form requires the signature of a representative of the Applicant. Any comments on the requirement must be submitted to LAFCo by November 30.

This has requirement has been increasingly applied by LAFCo on a number of annexations processed through LAFCo by other cities. Since it has been informally implemented on other cities’ projects, it will likely be approved by LAFCo

RECOMMENDATION: That the City Council:

1. Provide direction to staff

2. Designate the Mayor to sign the indemnification for submittal to LAFCo in conjunction with all annexation submittals if approved.

ATTACHMENT:

1. Proposed indemnification Agreement for all LAFCO Projects
October 6, 2005

TO: Incorporated Cities in Tulare County

FROM: Benjamin Giuliani, Staff Analyst

SUBJECT: Proposed Indemnification Agreement for all LAFCO projects

At the June 1, 2005 meeting, it was requested to survey other LAFCOs on their use of indemnification agreements. The purpose of which was to explore the possibility of requiring an indemnification agreement as part of the proposal application to Tulare County LAFCO. Results of this survey, given to the Commission at the July 6, 2005 meeting, indicated that most LAFCOs (who responded) use indemnification agreements in one form or another. At that time, staff indicated that a draft policy requiring an indemnification agreement as part of an application to LAFCO would be sent to the cities for review.

Attached is amended Policy C-2. The only proposed change is C-2.3.B where the contents of a complete application are defined. This amendment references an already existing application checklist (Form E-1, attached) and the new indemnification agreement template (Form E-8, attached). The indemnification agreement is based off of the agreement recently approved by the County Board of Supervisors for use in all BOS projects. Form E-1 was edited to include the indemnification agreement and changed the number of copies of other application requirements from 20 to 24 to reflect increased requests for review of the application materials.

In order to consider adoption of this policy at the December 7, 2005 LAFCO meeting, please submit your comments no later than November 30, 2005.

Should you have any questions, please call me at the number listed above.

Sincerely,

[Signature]

Benjamin Giuliani
Staff Analyst
Tulare County LAFCO
Enclosures:
LAFCO Policy C-2 with proposed amendments
LAFCO Form E-1 (application checklist)
LAFCO Form E-8 (indemnification agreement template)
Policies and Procedures
Tulare County Local Agency Formation Commission

Policy Number: C-2

Effective Date: October 6, 2004

Authority: Government Code Section 56000 et. Seq., LAFCO Resolution No. 04-036

Title: Change of Organization/Reorganization

Policy: It is the policy of Tulare County LAFCo to conform to the requirements outlined in the Cortese-Knox-Hertzberg Reorganization Act of 2000 (C-K-H Act of 2000) when processing proposals for a change in organization or reorganization.

Purpose: To provide a summary of the procedure by which all proposals for changes of organization may be processed by the manner prescribed in the C-K-H Act of 2000. (Note: This summary is not intended to conflict with the CKH Act. In the event of any conflicts with CKH, CKH shall control).

Scope: This procedure applies to all proposals submitted to LAFCo.

Procedure:

2.1. General Procedures for Changes in Boundaries or Organization to be processed by the Local Agency Formation Commission.

   A. The procedures for proposals considered by the Local Agency Formation Commission (LAFCO) are guided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.), and any proposal submitted must conform to the requirements outlined in the Act. The procedures outlined below represent broad guidelines as to the steps required:

2.2. Initiation

   A. Generally, proposals for changes in boundaries, formations, or changes of organization can be submitted for the consideration of LAFCO by petition of the registered voters or affected landowners;
however, prior to the circulation of any petition, a "Notice of Intent to Circulate" must be presented to the LAFCO Executive Officer. A proposal may also be initiated by a resolution adopted by the governing body of any related public body (county, city, or special district). The proposal must be submitted on forms available from the LAFCO staff office, or on the LAFCO website, along with the applicable number of maps, legal descriptions, and filing fees to cover the proposal submitted.

2.3. **LAFCO Staff Review Process**

A. Upon receipt of a complete application, the LAFCO staff does several things concurrently:

   I. It prepares a "Notice of Filing" and mails this to all affected and interested public bodies, including school districts, and sends a copy to the County Assessor and County Auditor-Controller.

   II. It submits the item for environmental review if LAFCO is acting as lead agency; and

   III. It schedules the item for review by the Executive Officer.

B. *The contents of a complete application are listed in Form E-1 and includes an Indemnification Agreement (Form E-8) for all projects submitted to LAFCO.*

2.4. **Notice of Filing**

A. This notice alerts the affected agencies of the item proposed, and requests from the Assessor and Auditor-Controller the ad valorem tax information pertinent to the proposal.

B. When the LAFCO staff office receives the tax information related to the proposal, it mails this information to the County Administrative Office and each affected city and/or special district.

   NOTE: There is master property tax sharing agreement currently in effect in the County. If that agreement is ever terminated, no proposal can be considered by the Commission until LAFCO receives from the County Board of Supervisors (for itself and affected districts) and any affected city, a resolution approving any changes in ad valorem tax distribution which is caused by the proposed change.
2.5. **Environmental Review**

A. The LAFCO review process cannot continue without a determination that the proposal: (1) qualifies for an exemption as defined within the California Environmental Quality Act (CEQA) and the Commission’s environmental guidelines; (2) receives a Negative Declaration approved by the lead agency which indicates that, if approved, the project will have no adverse effects; or (3) there is a completed Environmental Impact Report certified by the lead agency for the project. Environmental determinations are reviewed and considered prior to Commission evaluation of the proposal.

2.6. **Departmental Review Process**

A. Basic information related to each proposal is mailed to every agency affected by the item and to the County Assessor, Auditor-Controller, Registrar of Voters, RMA (Planning, Surveyor, and Transportation), etc.

B. Each department or agency is requested to comment on the proposal and submit information relating to it. In special cases, a County Departmental Review Committee (DRC) meeting is held and all information and concerns are reviewed. Applicants are encouraged to attend in order that steps to rectify any problems discovered can be outlined.

2.7. **Executive Officer Report Preparation**

A. The LAFCO Executive Officer prepares and distributes a report making a recommendation to the Commission relating to the proposal.

B. A draft resolution is prepared for submittal to LAFCO with the Executive Officer's Report.

2.8. **Public Hearing**

A. The item is considered by the Commission, and it either approves or denies the proposal.

   I. If the Commission denies the proposal, then it is legally terminated.

   II. If the Commission approves the proposal, LAFCO staff will provide a published Notice of Protest Proceeding
announcing the date for consideration of protest and the procedure and requirements for a valid written protest to the proposal. However, this process may be waived if the proposal is shown to meet the requirements of Government Code Section 56663 (c) (for uninhabited proposals) or 56663 (d) (for inhabited proposals).

III. The LAFCO Executive Officer will consider the item at the time and date indicated on the protest hearing notice, and will make a determination of the level of protest submitted. A recommendation for action to approve, deny, or submit the proposal to an election based on the amount of written protest received shall be submitted to the Commission at its next available hearing date.

IV. Upon the successful completion of this protest process, the Clerk files a “Certificate of Completion” with the appropriate bodies. The date on which the Certificate of Completion is recorded is the effective date of the action, unless a specific date is set by LAFCO pursuant to Section 56886(p).
TULARE COUNTY LAFCO APPLICATION CHECKLIST

CITY/DISTRICT

DATE RECEIVED

CASE NUMBER

A COMPLETE PROPOSAL PACKAGE MUST INCLUDE:

(   ) 24 Copies of the Proposal Questionnaire

(   ) 24 copies of the Map

(   ) 24 copies of the Legal Description

(   ) 24 copies of the CEQA Environmental Assessment

(   ) 24 copies of the CEQA Environmental Finding

(   ) 24 Certified copies of the Initiating Resolution/Petition

(   ) 24 copies of the Plan for Services

(   ) A signed consent form for each assessment parcel providing consent

(   ) Non-refundable filing fee payable to Tulare County LAFCo (See Fee Schedule)

(   ) Evidence of completed pre-noticing (if applicable)

(   ) A signed waiver of protest proceedings from all agencies gaining or losing territory in the proposal. (Refer to Cortese-Knox-Hertzberg Section 56663(c) or (d))

(   ) A signed Indemnification Agreement (Form E-8)

COMPLETE AS SUBMITTED: YES ___ NO ___

COMMENTS:
Application Indemnification Agreement

Project Title: ____________________________

Applicant(s) shall indemnify, defend, and hold harmless the Tulare County Local Agency Formation Commission ("LAFCO" or the "Commission") from and against any claims, actions, or proceedings for damages, losses, attorneys' fees, private attorney general fees and/or costs awarded to any party against LAFCO to attack, set aside, void, or annul any findings, resolutions, entitlements, certifications under the California Environmental Quality Act ("CEQA") or other environmental review, and approvals by LAFCO given in regard to the Project described or identified in this Application and any other related proceedings (hereinafter referred to collectively as "Project" which includes annexations, reorganizations, detachments, dissolutions, formations, mergers, consolidations, sphere of influence amendments and extraterritorial service agreements), or to impose personal liability against such LAFCO commissioners, officers, employees, agents, or attorneys resulting from their official involvement in any Project proceedings, including any claims, actions or proceedings for any damages, losses, attorneys' fees, private attorney general fees and/or costs awarded to any party and against LAFCO.

For the purposes of this Agreement, the term "Applicant" shall include all parties applying for discretionary approval of the Project, including but not limited to the subject agency or agencies (the district(s) and/or city for which a change of organization or reorganization is proposed), the owner or owners of the property or properties upon which the Project is sited, the developer or developers of the property or properties upon which the Project is sited and the Applicant(s)' heir(s), assign(s), and successor(s)-in-interest to which this Agreement applies.

The undersigned Applicant(s) expressly warrant his/her/its/their authority to enter into this Agreement and bind all applicants and parties, including but not limited to the subject agency or agencies, owner or owners of any property or properties upon which the project is sited, the developer or developers of the property or properties upon which the Project is sited and the Applicant(s)'s heir(s), assign(s), and successors-in-interest. The Applicant(s) having read and considered the above provisions, indicate his/her/its/their agreement by their authorized signatures below.

Date: ________________________________

Subject Agency: ________________________

By: ________________________________ Attest: ________________________________

Printed Name: ________________________ Printed Name: ________________________

City or District Manager City or District Clerk
[If the Applicant is an Individual(s)]

Applicant:

By: ___________________________  By: ___________________________

Printed Name: __________________  Printed Name: __________________

"Applicant"  "Applicant"

[If the Applicant is a general or limited partnership, use the following signature lines:]

Applicant:

By: ___________________________

Printed Name: __________________

General Partner

"Applicant"

[If the Applicant is a corporation, use the following signature lines:]

Note: Pursuant to Corporations Code section 313 a contract with a corporation must be signed by one person from the following corporate officers: chairperson of the board, the president or any vice-president and must also be signed by a second person from the following corporate officers: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer unless the contract is accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract by a single designated officer or person.

Applicant:

By: ___________________________

Printed Name: __________________

CEO or President or Vice President

By: ___________________________

Printed Name: __________________

CFO or Secretary or Treasurer
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
DOWNTOWN PORTERVILLE ASSOCIATION - TREE LIGHTING CEREMONY, NOVEMBER 25, 2005

SOURCE: Administrative Services, Finance Division

COMMENT: The Downtown Porterville Association is requesting approval to hold its annual "Tree Lighting Ceremony" at the corner of Main Street and Thurman Avenue on Friday, November 25, 2005. The event consists of tree lighting and a caroling procession from 6:00 p.m. to 9:00 p.m.

The following street closure/usage is requested:

POLICE ASSISTED ROLLING STREET CLOSURES:
Main Street from Thurman Avenue to Oak Avenue.

STREET CLOSURE FOR ENTERTAINMENT:
Oak Avenue from Division Street to Second Street

DOWNTOWN CITY PARK:
Centennial Park and Gazebo.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Downtown Porterville Association, subject to the stated requirements contained in the Application, Agreement and Exhibit "A."

ATTACHMENT: Community Civic Event Application, Agreement, Exhibit "A," outside amplifier permit, street closure/usage request and map

DD Appropriated/Funded C.M. Item No. 9
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: 10/24/05  Event date: 11/25/05

Name of Event: Christmas Tree Lighting / Caroling

Sponsoring organization: Downtown Porterville Association
Address: 20 N Main

Authorized representative: Dick Eckhoff
Address: 197 N Main

Event chairperson: Same

Location of event (location map must be attached): Main Street

Type of event/method of operation: Caroling, Tree Lighting at Centennial Park, Parade Down Main Street

Nonprofit status determination: On File

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

Barricades (quantity): 4  Street sweeping Yes ___ No ___ X
Police protection Yes ___ No ___  Refuse pickup Yes ___ No ___
Other: Rolling Street Closure of Main, Thurman to Oak - Use of Centennial Park / Gazebo

Parks facility application required: Yes ___ No ___
Assembly permit required: Yes ___ No ___

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

Approve  Deny

Bus Lic Spvr
Pub Works Dir
Comm Dev Dir
Field Svcs Mgr
Fire Chief
Parks Dir
Police Chief
Risk Manager

Hold 10/27/05
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 or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

(Downtown Porterville Assn.)

(Date)

(Name of organization)

(Signature)
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: ________________________________________________________________

Sponsoring organization: _______________________________________________________

Location: ____________________________ Event date: ________________________________

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.

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<tr>
<th>Vendor name</th>
<th>Address</th>
<th>Telephone</th>
<th>Type of Activity</th>
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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: **Annual Tree Lighting Ceremony**

Sponsoring organization: **Downtown Porterville Association**

Event date: 11/25/05  

Hours: 6:00 PM - 9:00 PM

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>
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<tbody>
<tr>
<td>Main St</td>
<td>Thurman</td>
<td>Oak</td>
<td>Celebrating Parade</td>
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<td><strong>This will be a rolling closure from all 6:30 - 7:00 PM</strong></td>
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<td></td>
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<tr>
<td>Oak Ave</td>
<td>Main St</td>
<td>Alley, East</td>
<td>Entertainment</td>
</tr>
</tbody>
</table>

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<th>Sidewalks</th>
<th>From</th>
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<th>Activity</th>
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<tr>
<td>Parking lots and spaces</td>
<td>Location</td>
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**Centennial Park & Gazebo**
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

DOWNTOWN PORTERVILLE ASSOCIATION

TREE LIGHTING CEREMONY

NOVEMBER 25, 2005

Business License Supervisor: S. Perkins

No requirements.

Public Works Director: B. Rodriguez

Make effort to pick up waste.

Community Development Director: B. Dunlap

No comments.

Field Services Manager: B. Styles

No comments.

Fire Chief: F. Guyton

No comments.

Parks and Leisure Services Director: J. Perrine

No comments.

Police Chief: S. Rodriguez

No comments.

Risk Manager: D. Pyle

See attached.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Downtown Porterville Association  
Event: Tree Lighting Ceremony  
Event Chairman: Dick Eckhoff  
Location: Main Street and Thurman Avenue, procession to Oak Avenue  
Date of Event: November 25, 2005

RISK MANAGEMENT: Conditions of Approval

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

1. Name and home address of the applicant:
   
   Downtown Porterville Phone # 984-9213
   180 N. Main

2. Address where amplification equipment is to be used:
   
   Centennial Park
   Oak Avenue - Main St Phone #

3. Names and addresses of all persons who will use or operate the amplification equipment:
   
   Pete Havener
   Dick Eckhoff 197 N. Main

4. Type of event for which amplification equipment will be used:
   
   Tree Lighting - Caroling

5. Dates and hours of operation of amplification equipment:
   
   11/25/05 6:00 PM - 9:00 PM

6. A general description of the sound amplifying equipment to be used:
   
   Bass sound system, Inc. P/A
I hereby certify that all statements and answers on this registration form are true and correct.

[Signature]
Applicant

10/24/05
Date

[Signature]
Chief of Police

10-31-2005
Date

Section 18-14 City Ordinance Outside Amplifiers; permit required.
It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or connected any loud-speaker or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, without having first procured a permit from the Chief of Police.

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

California Penal Code Section 415
Any person who maliciously and willfully disturbs another person by loud and unreasonable noise, is guilty of a misdemeanor.

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

cc:


3/27/01
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
PORTERVILLE CHAMBER OF COMMERCE, ROTARY CLUB OF
PORTERVILLE, AND DOWNTOWN PORTERVILLE ASSOCIATION
ANNUAL CHILDREN'S CHRISTMAS PARADE - NOVEMBER 29, 2005
SOURCE: Administrative Services Department - Finance Division

COMMENT: The Porterville Chamber of Commerce, Rotary Club of Porterville, and Downtown Porterville Association are requesting approval to hold the annual Children's Christmas Parade along Main Street on Tuesday, November 29, 2005, from 5:00 p.m. to 9:00 p.m. This application is being submitted under the Community Civic Event Ordinance No. 1326, as amended. The following closures are requested:

STREETS (5:00 p.m. - 9:00 p.m.):
- Main Street from Danner Avenue to Olive Avenue;
- Morton Avenue from Hockett Street to Second Street;
- Harrison Avenue from Hockett Street to Second Street;
- Thurman Avenue from Hockett Street to Second Street;
- Putnam Avenue from Hockett Street to Second Street;
- Oak Avenue from Hockett Street to Second Street;
- Garden Avenue from Hockett Street to Second Street;
- Second Street from Olive Avenue to Oak Avenue;
- Olive Avenue from Hockett Street to Second Street;
- Cleveland Avenue from Hockett Street to Second Street (see comments on attached map);
- School Avenue, Belleview Avenue and North Avenue from Main Street to 150' on east side; and
- Doris Avenue from Main Street to Division Street.

SIDEWALKS (5:00 p.m. - 9:00 p.m.):
- Main Street from Danner Avenue to Olive Avenue; and
- Olive Avenue from Main Street to Second Street.

PARKING SPACES (3:30 p.m. - 9:00 p.m.):
- Main Street in front of City Hall.
- Main Street in front of Chamber of Commerce

This application has been routed according to the ordinance regulations and has been reviewed by all departments involved. The requirements are listed on the attached copy of the Application, Agreement and Exhibit "A."

DD Appropriated/Funded CM Item No. 10
The closure of Main Street at 5:00 p.m. will require the early closure of the Fixed Route Transit System at 4:30 p.m., instead of the usual 7:00 p.m., on November 29, 2005. Staff is requesting that Council authorize the change in schedule for the Fixed Route system only.

Early closure of the parking spaces in front of City Hall (requested from 3:30 p.m. to 5:00 p.m. for placement of the judges’ stand) will adversely affect City Hall patrons. Tuesdays are water turn-off days, and citizens utilize those spaces until 5:00 p.m. to come into City Hall’s Finance Department and pay their utility bills. This conflict was resolved last year by placing the judges stand at the north end of City Hall along Main St.

RECOMMENDATION: That Council:

1. Approve the Community Civic Event application from the Porterville Chamber of Commerce, Rotary Club of Porterville, and Downtown Porterville Association subject to the Restrictions and Requirements contained in the Application, Agreement, and Exhibit “A” of the Community Civic Event Application;

2. Authorize the temporary suspension of the Fixed Route Transit System from 4:30 p.m. to 7:00 p.m. on November 29, 2005;

3. Restrict the closure of parking spaces in front of City Hall from 3:30 p.m. to 5:00 p.m., to those at the north end of City Hall along Main St.

ATTACHMENTS: Community Civic Event Application and Agreement, vendor list, street map, Exhibit “A”, outside amplifier permit.
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: **Nov. 1, 2005** Event date: **Nov. 29, 2005**

Name of Event: **Children's Christmas Parade**

Sponsoring organization: **Rotary Club of Porterville**
Address: **Chamber of Commerce, Downtown Porterville Associates, P.O. Box 480, Porterville, CA 93257**

Authorized representative: **Donnette S. Parker**
Address: **93 N. Main St., Porterville, CA 93257**

Event chairperson: **Wayne Poite**

Location of event (location map must be attached): **Main St. from Danner to Olive, adjacent side streets for assembly and disbursement.**

Type of event/method of operation: **Parade**

Nonprofit status determination: **On file**

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

<table>
<thead>
<tr>
<th>Barricades (quantity):</th>
<th>Street sweeping</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>Police protection</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Refuse pickup</td>
<td>Yes</td>
<td>No</td>
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Other: ________________________________

Parks facility application required: **Yes**
Assembly permit required: **Yes**

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

<table>
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<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/heat 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 or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Porterville Chamber of Commerce  
(Name of organization)

10/31/05  
(Date)

(Signature)
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: Children's Christmas Parade

Sponsoring organization: Rotary Club of Porterville, Porterville Chamber of Commerce, Downtown Porterville Associates, City of Porterville

Location: Main Street Event date: Nov 29, 2005

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>
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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: **Children's Christmas Parade**

Sponsoring organization: **Rotary Club of Porterville, Porterville Chamber of Commerce, Downtown Porterville Associates, City of Porterville**

Event date: **Nov. 29, 2005**

**Hours:**
- 8:00 am - parking spaces in front of Chamber
- 3:00 pm - parking spaces in front of City Hall

**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>Main Street</td>
<td>Danner Ave</td>
<td>Olive Ave.</td>
<td>Parade Route &amp; Assembly</td>
</tr>
<tr>
<td>Olive Ave.</td>
<td>Hackett St.</td>
<td>Second Ave</td>
<td>Parade Route</td>
</tr>
<tr>
<td>Martin, Harrison, Thurnan, Cleveland, Pitman, Oak, Miles</td>
<td>Hackett St.</td>
<td>Second St.</td>
<td>Adjacent to Parade Route</td>
</tr>
<tr>
<td>Garden Ave</td>
<td>Main St.</td>
<td>Second St.</td>
<td>Adjacent to Parade Route</td>
</tr>
<tr>
<td>School Bellevue, North, and Doris Second St.</td>
<td>Main St.</td>
<td>150' on east side Division on west side Oak Ave.</td>
<td>Parade Assembly</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>From</td>
<td>To</td>
<td>Activity</td>
</tr>
<tr>
<td>Main St.</td>
<td>Danner Ave</td>
<td>Olive Ave.</td>
<td>View Parade and Assembly Area</td>
</tr>
<tr>
<td>Olive Ave.</td>
<td>Main St.</td>
<td>Second St.</td>
<td></td>
</tr>
</tbody>
</table>

**Parking lots and spaces**

<table>
<thead>
<tr>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main St. (7 spaces) Chamber of Commerce</td>
<td>Placement of Judges' Stand</td>
</tr>
<tr>
<td>Main St. (5 spaces) City Hall</td>
<td>Placement of Announcer</td>
</tr>
</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE CHAMBER OF COMMERCE, ROTARY CLUB OF PORTERVILLE, AND DOWNTOWN PORTERVILLE ASSOCIATION

ANNUAL CHILDREN'S CHRISTMAS PARADE

NOVEMBER 29, 2005

Business License Supervisor: S. Perkins
Vendor list required prior to event.

Public Works Director: B. Rodriguez
No comments.

Community Development Director: B. Dunlap
No comments.

Field Services Manager: B. Styles
No comments.

Fire Chief: F. Guyton
No comments.

Parks and Leisure Services Director: J. Perrine
Please stay out of planters, clean up following event.

Police Chief: S. Rodriguez
Street closure requires City Council approval

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

Sponsors: Porterville Chamber of Commerce, Rotary Club of Porterville, Downtown Porterville Association and City of Porterville
Event: Annual Children’s Christmas Parade
Event Chairman: Wayne Foltz
Location: Main Street
Date of Event: November 29, 2005
Time of Event: 5:00 p.m. to 9:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce 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.
CITY OF PORTERVILLE

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

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

1. Name and home address of the applicant:
   Porterville Chamber of Commerce. Phone # 784-7502
   93 N. Main St. Porterville, CA 93257

2. Address where amplification equipment is to be used:
   Main Street Phone # NA

3. Names and addresses of all persons who will use or operate the amplification equipment:
   NA

4. Type of event for which amplification equipment will be used:
   Christmas Parade

5. Dates and hours of operation of amplification equipment:
   Nov 29, 2005 6:00 pm - 9:00 pm

6. A general description of the sound amplifying equipment to be used:
   PA systems for parade announcers and amplification equipment for baton groups and floats.
I hereby certify that all statements and answers on this registration form are true and correct.

Applicant

Chief of Police

Section 18-14 City Ordinance Outside Amplifiers; permit required.
It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or connected any loud-speaker or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, without having first procured a permit from the Chief of Police.

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

California Penal Code Section 415
Any person who maliciously and willfully disturbs another person by loud and unreasonable noise, is guilty of a misdemeanor.

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

cc: W/C

3/27/01
SUBJECT: REQUEST FOR STREET CLOSURE - MYERS' ELEVENTH ANNUAL CHRISTMAS TREE MEMORIAL SERVICE

SOURCE: Administrative Services/City Clerk Division

COMMENT: Richard Mendivil, Director of Myers Funeral Service and Crematory, has requested an assemblies permit for December 1, 2005, in order to hold the lighting ceremony for Myers' Eleventh Annual Christmas Tree Memorial Service. The ceremony will be held in front of Myers Chapel on "E" Street at 7:00 p.m. One thousand people attended the ceremony last year, and Mr. Mendivil has requested an assemblies permit for 1,000 people again this year.

In conjunction with this ceremony, Mr. Mendivil is also requesting that Council approve the closure of "E" Street, between Putnam and Cleveland Avenues, from 5:00 p.m. to 9:00 p.m. on December 1, 2005 for the safety of those attending.

The Police Chief has approved the Assemblies Permit, which is attached. Staff is recommending that the same requirements as previous years be specified again this year, i.e., Myers to provide the necessary insurance to cover this event, together with police officers to control the crowd, at a total cost to Myers not to exceed $500.00, notwithstanding insurance costs.

RECOMMENDATION: That the City Council approve the closure of "E" Street, between Putnam and Cleveland, on December 1, 2005, from 5:00 p.m. to 9:00 p.m. subject to the conditions specified.

ATTACHMENTS: 1. Richard Mendivil Letter received November 1, 2005
                2. Application for Assemblies Permit - Richard Mendivil
                3. Insurance Certificate
To: Porterville City Council

We respectfully request that “E” Street be blocked off at Putnam and Cleveland Avenues the evening of Thursday, December 1st from approximately 5-9 P.M., for the protection and safety of those who will be attending the Eleventh Annual Myers Christmas Tree Memorial Service.

Last December, Myers Funeral Service held their Tenth Annual Christmas Memorial Tree Service at this location. The response from the community was overwhelming and more than even we had anticipated. There were approximately 1,000 people from the local community and outlying areas attending.

Myers Funeral Service’s purpose in beginning this tradition was to give back to the community in the way of service. It allowed families a way to remember their loved ones who passed away. Many family members place ornaments on the trees, prior to the service, (or after), commemorating their loved ones.

A beautiful memorial service is planned for the evening of December 1, 2005, at 7:00 P.M. at Myers Funeral Service, when the community will be invited to attend and celebrate the beginning of the season by remembering their loved ones. At the conclusion of the service, the trees will be lit and remain lit throughout December.

As this event was so well received by the community the past ten years, and this years anticipated crowd of even greater than the 1,000 that we had last year, we are requesting the “E” street by blocked off between Putnam and Cleveland Avenues; thereby assisting the protection/safety of those attending.

Enclosed, you will find an “Assemblies Permit”, signed by the Porterville Chief of Police, allowing us to have the service itself.

Thank you for your consideration of the request.

Sincerely,

Richard Mendivil
Manager
ORDINANCE NUMBER 927
Section 18-7.2

Application for ASSEMBLIES or MEETINGS on public streets, sidewalks or parks, within the City of Porterville.

This application MUST BE FILED WITHIN FOUR (4) DAYS PRIOR to the date of the assembly or meeting.

A. (Name/Address) Myers Funeral Service & Crematory (Telephone) (559) 784-5454
   248 N. "E" St., Porterville, CA 93257

B. (Name & Address of Organization) (Telephone) (559) 784-5454
   Richard Mendivil - Funeral Director
   (Authorized Head of Organization) (Telephone)

C. Name of Event Chairman Richard Mendivil

D. Purpose of event: Memorial service for families in the community that have lost loved ones.

E. Date & Time of Event December 1, 2005 at 7:00 P.M.

F. Number of persons expecting 1,000

G. Location of the assembly area of event Myers Funeral Service & Crematory
   248 N. "E" St., Porterville, CA 93257

H. Security Guards required? [ ] yes [X] no If so, how many? ________

I. Plans for the assembly & dispersement of the event. Indicate times thereof. Beginning 5:00 P.M. ending 9:00 P.M.

J. Other information Following the same procedures of the past ten years.

I HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 927, SECTION 18-7.2 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF PORTERVILLE.

Legal signature of applicant

Date 10-28-05 Telephone (559) 784-5454

Application Approved [X] Denied [ ]

Chief of Police 11-1-2005

10/96
**Certificate of Liability Insurance**

**Producer:**
- Federated Mutual Insurance Company
  - 5701 W. Talavi Boulevard
  - Glendale, AZ 85308
  - Phone: 602-944-5566
  - Home Office: Owatonna, MN 55060

**Insured:**
- Myers Funeral Service & Crematory
  - 249 North E Street
  - Porterville CA 93257

**Companies Affording Coverage:**
- Federated Mutual Insurance Company
- Federated Service Insurance Company

**Coverages:**
- General Liability
  - Commercial General Liability
    - Claims Made: X
      - Owners & Contractor's Property: X
  - Businessowners' Policy
- Automobile Liability
  - Any Auto
    - All Owned Autos
      - Scheduled Autos: X
    - Hired Autos: X
    - Non-Owned Autos: X
- Garage Liability
  - Any Auto
- Excess Liability
  - Umbrella Form: X
    - Other Than Umbrella Form

**Policy Information:**
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<tr>
<th>Co-Lo</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
<th>Limits</th>
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**Description of Operations/locations/Vehicles/Special Items**
- Christmas Program 12/21/2005

**Cancellation:**
- Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**Authorized Representative:**
- President: ACORD CORPORATION 1998

**Certificate Holder:**
- City of Porterville
  - 291 N Main
  - Porterville CA 93257
SUBJECT: AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND UNAVCO INC. FOR USE OF AIRPORT LAND

SOURCE: FIRE DEPARTMENT/AIRPORT

COMMENT: The Plate Boundary Observatory / UNAVCO, Inc. is requesting to use a small portion of land at the Porterville Municipal Airport for the installation of a GPS monitoring station. The unit takes up a small portion of land next to the Automatic Weather Observation System (AWOS) tower. Exhibit "A" shows an AWOS tower with a GPS unit next to it. The GPS unit proposed for Porterville will also include a small solar panel. The location of the GPS unit is in an area not suitable for any other activity and is a compatible use with the AWOS.

UNAVCO is requesting a 15-year "Revocable Permit and Non-Recorded Easement Agreement" with all fees paid up-front. The current value of the land is .241 cents per square foot per year. Adjusted for inflation over the next 15 years, the total value of the agreement is estimated at $3,000. A historical look at the Consumer Price Index over the past 15 years was used to estimate the future estimated value.

RECOMMENDATION: That the City Council:

1. Approve the Revocable Permit and Non-Recorded Easement Agreement for a Plate Boundary/UNAVCO, Inc. GPS Monitoring Station for a 15-year period.

2. Authorize the Mayor to sign the agreement.

3. Authorize the acceptance of all fees in advance and the depositing of those funds in the Airport Fund.

ATTACHMENTS: 1- Photograph of an existing AWOS tower with a GPS unit located next to it.
2- Proposed Porterville Site
3- Agreement

Dir. [Signature] 
Funded [Signature] 
Approp. [Signature] 

Item No. 12
Site Name: PAIR
PBO Site Name: P056
Recon Number: 01
Submitted By: J. Sklar
Organization: UNAVCO, PBO
Date of Reconnaissance: 25 April 2005
Revocable Permit and Non-Recorded Easement Agreement for a Plate Boundary Observatory/UNAVCO, Inc. GPS Monitoring Station

The undersigned ______ City of Porterville ______ (hereinafter called the PERMITTER) hereby grants the Plate Boundary Observatory/UNAVCO, Inc., 6350 Nautilus Drive, Boulder CO 80301 (303)381-7559 (hereinafter called the PERMITTEE) permission to install, operate, maintain and service a Global Positioning System (GPS) monument which measures ground shifts caused by earthquakes and slow fault slip between earthquakes at the location specified below and in attached images and maps (if required):

County: Tulare City: Porterville State: CA Address/Description: 1893 S. Newcomb St 36.0274, -119.0627

The permit is given without charge in consideration of the above and the following:

1. This permit is for the period beginning November 16th, 2005 and continuing until midnight on November 15th, 2020. The Permitter may terminate this agreement at any time with or without cause upon 15-day notice in writing to the Permittee. Permittee would like the option to renew this permit at the end of the stipulated time period.

2. As consideration for the use of space, the Permittee shall assist the Permitter to obtain access to GPS data gathered by this and other GPS stations in PBO, and products created by PBO researchers.

3. The Permitter will notify the Permitter or Permitter’s agent prior to the day of installation of the equipment. The Permitter will notify the Permitter or agent prior to entry for any maintenance visits if required.

4. The Permitter accepts the premises in an “as is” condition and upon completion of the permit, agrees to restore the premises as nearly as possible to the condition at the start of the permit.

5. The Permitter agrees to maintain the premises in a safe manner.

6. The Permitter will not be held responsible for loss of, or damage to, equipment on the property.

7. The Permitter agrees that the installation and maintenance of the GPS monument and equipment on the lands of the Permitter on which they are installed shall be effected with all reasonable diligence and precaution to avoid damage to the land, property or personnel.

8. The Permitter has the right and authority to grant this non-recorded easement.

9. The Permitter requests that Permitter inform them of any intent to sell the property, or portion thereof, where the GPS monument is located.

10. The Permitter may call 1-866-381-7507 for any questions related to this Permit/non-recorded easement.

11. Additional Stipulations:
   Please see “Attachment A”

Permitter name, title, signature and date:  
Kelly West, Mayor of Porterville

Permittee Designee, title, signature and date:

X
Date______________________________

X
Date______________________________
Attachment A

1. The Permitter will receive a copy of UNAVCO's insurance policy, with the "City of Porterville" named as an additional insured so that there are no repercussions, financially or otherwise.

2. The Permitter will receive $3000.00 in return for a 15 year agreement.

3. UNAVCO will comply with all future FAA requirements at no cost to the City of Porterville.
SUBJECT: Consideration of Actions Regarding City Manager's Office

SOURCE: City Manager's Office

The current Deputy City Manager Darrel Pyle has accepted the City Manager's position in Tulare, California. The Deputy City Manager position is key in Porterville, so it is essential that appropriate organizational modifications occur immediately. The action plan defined by the City Manager and recommended for implementation is:

- Consolidate the Deputy City Manager position with that of the Fire Chief. The Fire Chief will be primarily allocated to the Fire Department and will continue to work in that department (in the incident command system roles of planning, logistics, and administration), and will provide the Mayor, Council, Public, and Employees with a clear chain of command.

- Redefine compensation for the consolidated position to that of the current Deputy City Manager range, plus the 5% allocation for Airport Manager.

- Re-establish the Administrative Services Manager to serve as the department director for human relations, finance, information technology, and risk management.

- Retain an Administrative Services Manager through Public Service Skills (or Labor Relations Consultant) as an interim position.

- Commence immediately through Peckham and McKenney, Bob Murray and Associates or Avery and Associates a search for a regular Administrative Services Manager with the City Manager appointing an Administrative Services Manager.

- Reclassify the current Assistant Fire Chief position as Chief of Fire Operations to clarify the roles and responsibilities of the position within the incident command system. Establish the range for the position as No. 224.
These various modifications are proposed to be effective December 1, 2005. With their implementation, the operation of the City’s organization may continue efficiently and be focused on the most prominent current issues.

Based upon initial allocations including some reclassifications to be proposed within Human Resources, the re-organization will provide approximately at $271 savings over the current budget. This calculation did not include end of employment payouts to the current incumbent or the contract with Peckham and McKenney, Bob Murray and Associates or Avery and Associates.

RECOMMENDATION:

1. Authorize the consolidation of the Fire Chief, Deputy City Manager, Airport Manager at the current Deputy City Manager Range of 244 + 5% for Airport Manager, effective December 1, 2005.

2. Authorize the Administrative Services Manager to be retained at Range 234.

3. Authorize the City Manager to engage an interim Administrative Services Manager within the total compensation allocation for the position. The cost for the services from Public Service Skills will be about $500.

4. Authorize the City Manager to retain Peckham and McKenney, Bob Murray and Associates or Avery and Associates at a fee not to exceed $20,000 to recruit a regular Administrative Services Manager.

5. Authorize the City Manager to retain a regular Administrative Services Manager after the recruitment has been completed.

6. Authorize a reclassification of the Assistant Fire Chief to Chief of Fire Operations at a classification Range of 224.

7. Authorize the adoption of the draft resolution providing for the reorganization of City Forces as pertains to the proposed recommendations.
RESOLUTION NO. ____-2005

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE PROVIDING FOR THE
REORGANIZATION OF CITY FORCES

Whereas, the City Council has acted to provide for the reorganization of the Administration, Administrative Services and Fire Departments, effective December 1, 2005; and

Whereas, the reorganization of City departments is periodically beneficial to enhance the economy and efficiency of City operations; and

Whereas, the City Manager has considered the current organization of the staff and in consultation with the departmental directors has defined an organizational structure that will enhance organizational integration and effectiveness; and

Whereas, the structure has been recommended to the City Council for consideration and adoption to be implemented.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Porterville that the Employee Pay and Benefit Plan and the Classification Plan of the City, is hereby amended as follows:

1. Establish the classification of Fire Chief/Deputy City Manager/Airport Manager at salary range 244 + 5% for Airport Manager duties ($7,850 - $9,578); re-establish the classification of Administrative Services Manager at salary range 234 ($6,760 - $8,250); and establish the classification of Chief of Fire Operations at salary range 224 ($6,119 - $7,469), effective December 1, 2005. These positions shall be designated as exempt from the Competitive Service.

2. Amend Section II, Position Allocation Schedule and Position Pay Plan of the Employee Pay and Benefit Plan to reflect these allocations.

3. Amend Section II, Position Allocation Schedule to reallocate the positions of Chief Deputy City Clerk and Deputy City Clerk to the Administration Department.

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

____________________________
Kelly E. West, Mayor

Attest:

____________________________
Georgia Hawley, Chief Deputy City Clerk
Council Agenda: November 15, 2005

SUBJECT: CGI COMMUNICATIONS, INC. – Community Video & Street Banner Branding Program

SOURCE: Administration

COMMENTS: The City has been approached by CGI Communications, Inc., relating to a Community Video & Street Banner Branding Program they are offering through their partnership with the U. S. Conference of Mayors, and eight League of Cities. They have launched technology that they have developed for Streaming Video applications on the Internet. As a result of this partnership, the City of Porterville is entitled to receive a fully produced Community Video Showcase program to be placed on our City’s website, at no cost to the City. The video will include a welcome message along with a showcase of our community, and will be available to us through a three-year agreement. At the end of three years, the City could either enter into another agreement with CGI, again at no cost, or choose to terminate the agreement. If the agreement were terminated, CGI would hold all the copyrights to the video that has been prepared.

CGI will send a film crew to capture all the necessary video footage to complete the program with the videos being customized to show the best of what Porterville has to offer to our residents, visitors and our business community. The City will have input as to the three areas to be highlighted, i.e., economic development, Parks & Recreation, local restaurants, educational opportunities, etc., and the City will have final approval of the editing of the video. To recoup their investment in providing this program to the City at no cost, CGI Communications will work with our local businesses on a sponsorship program for Street Banners. Businesses will be allowed to showcase their name/logo on the lower 25% of the banner, and the more businesses they obtain, the more banners they will have to install in our community. They also provide all brackets and necessary hardware and take care of the installation and maintenance of the banners. The remaining portion of the banner will be branded with the City’s website address to increase awareness and potentially drive traffic to the City’s website by our residents, visitors and daily commuters. The

\[Signature\] DD Appropriated/Funded [Signature] COM

Item No. 14
banners will be in color, include either a picture, City logo, City Seal, or other preference designated by the City, and be custom-designed on a vinyl background material.

Staff will provide a video presentation at the Council meeting demonstrating the contents of videos provided to other communities.

Staff has provided the City Attorney with the background information and a sample agreement with CGI Communications for her review and concurrence with the project.

CGI Communications, Inc., requests that the City Manager prepare a letter for his signature introducing this program that will be used by CGI Communications when contacting local businesses, and that the City execute an Agreement with CGI Communications setting forth the terms and conditions relating to this program.

RECOMMENDATION: That the City Council authorize:

1. Staff to proceed with the necessary paperwork and communication with CGI Communications, Inc. to implement this program; and
2. Authorize the Mayor to sign the Agreement with CGI Communications, Inc. setting forth all terms and conditions relating to the Community Video & Street Banner Branding Program.

ATTACHMENTS: 1. Summary of Community Video & Website ID Street Banner Program;
2. Agreement for Community Video & Street Branding Program.
Summary of Community Video & Website ID Street Banner Program

CGI Communications, Inc. has entered into a partnership with the US Conference of Mayors to launch the technology that CGI has developed for Streaming Video applications on the internet. As a result of this partnership with the USCM, the City of Porterville is entitled to receive a fully produced, NO COST Community Video Showcase program to be placed on your City’s website. To also view a testimonial from Tom Cochran, Executive Director of US Conference of Mayors, please click here:

http://www.mayors.tv

CGI’s patent-pending One-Click™ Technology is an invaluable tool for the City of Porterville to enhance its website by adding a streaming video welcome message, and to showcase your community in a powerful, new and innovative venue. We will come to your location with our film crew to capture all the necessary video footage for your program. Your videos will be customized to showcase the best of what Porterville has to offer to your residents, visitors, and your business community.

To view examples of videos we have produced for communities throughout the country, please click here:


In addition to the video production with online hosting/streaming, we will also provide a means of driving traffic to your city’s website with a branding program with our decorative street banners. Also FREE of charge, we will provide full color, custom-designed vinyl street banners branded with your website address. These banners will hang throughout your community to increase awareness and drive traffic to your website by your residents, visitors, and daily commuters.

Samples of banner designs can be viewed by clicking here:


To recoup our investment in providing this program to you at NO COST, we will work with your local businesses on a sponsorship program for the Street Banners. Businesses will be allowed to showcase their name/logo on the lower 25% of a banner. Your municipality bears no liability in this. The more businesses we obtain, the more banners we will have to install in your community. We also provide all brackets and necessary hardware AND we take care of the installation and maintenance of the banners.

Whether you are actively promoting tourism, recruiting businesses for economic development, or simply looking for ways to provide the public with additional information about your community, this is a cutting-edge opportunity to assist you with achieving your marketing objectives. With no financial investment from City funds, we’ve eliminated the need for lengthy budget meetings and approval processes, therefore allowing us to begin production immediately!

Thank you for taking the time to review our proposed program for the City of Porterville. We look forward to working with you!

Nicole Rongo
Marketing Executive
800.398.3029 x203
nicoler@cgicomunications.com
Community Video & Street Banner Branding Program

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
1-800-398-3029
Phone: 585-427-0620
Fax: 585-392-0672

Name: John Long
Title: City Manager
Address: 219 North Main St
City, State, Zip: Porterville, CA 93257
Phone: 559-782-7448
Fax: 559-782-7448
Email: jlong@cgi.porterville.ca.us
Website: www.cgi.porterville.ca.us

This agreement is between CGI Communications, Inc. and Porterville CA and shall remain in effect for a period of three years. The commencement date of this agreement shall be the date that the initial Street Banner Installation is completed. This agreement is fully renewable by parties in writing within 90 days prior to completion of the third year.

e.LocalLink, a division of CGI Communications, Inc. shall provide the following:
- Website Welcome video from your mayor or other civic leader (approx. 1 minute)
- 3 Community Highlight videos (approx 1 minute each)
- Consult with you to write your scripts
- Come to your location to film your videos
- Professional voice-overs, script writing and background music. Video and editing:
  - all aspects of post-production from raw footage to final video
- Store and stream all videos on our dedicated server and will link finished videos to
  your municipality’s website homepage
- Encode final video into multiple streaming digital formats to play on all computer systems,
  browsers and internet connection speeds, including both Windows Media™ and QuickTime™.
  To include patent pending “one click” technology
- Final draft of all content of the Community Highlight Videos for your approval
- Marketing, production, printing, and distribution are the sole responsibility of e-LocalLink.
- The City of Porterville will assume no cost or liability for the project
- e LocalLink will own copyrights of the master Community Highlight Video

Community Banner Services, a division of CGI Communications, Inc. shall provide the following:
- Full color custom graphic vinyl banners
- A minimum of 25 banners with business sponsors allowed on lower 25% of banner
- Design and size customized to meet your Community’s specifications (standard size 30” x 60”)
- Community Banner Services, a division of CGI Communications, Inc.
  is solely responsible for obtaining business sponsorships
- New banner design for each 12 month period; reference to your Community’s website optional
- New business sponsor for each 12 month period; lower portion, to be consistent
  with banners’ color scheme
- Sponsorship fees from $40.00 per banner per 12 month period
- Bracket system comprised of cast aluminum brackets, fiberglass rods, and all necessary hardware
- Free replacement of torn, worn, and/or damaged banners
- Installation and maintenance of all banners
- Removal of all Banners and bracket systems upon expiration of agreement
- Marketing, production, printing, and distribution are the sole responsibility of Community Banner Services
- The City of Porterville will assume no cost or liability for the project

Porterville shall provide the following:
- A letter of introduction for the program on your organization’s letterhead
- Assist with the content and script for the Community Highlight Videos
- Agrees to give CGI and its divisions the right to use organization’s name in connection with the
  preparation and production of the program set forth herein only
- Agrees to put a link on the municipality’s website homepage to e-LocalLink’s video server
- Provides e-LocalLink with exclusive streaming video rights for the term of this agreement
- Identification and obtaining of the preferred pole sites to ensure proper banner placement
- Monitor and report torn, worn, and/or damaged banners each 12 month period

We, the undersigned, understand the above information and have full authority to sign this agreement.

Signature: ______________________________
Name Printed: John Long
Title: City Manager
Date: ______________________________

(Rev 15-30IV)

Contract void if not accepted by 10/11/05

Signature: ______________________________
Name Printed: Gail Kruger
Title: Senior Marketing Executive
Date: 10/11/05
PUBLIC HEARING

SUBJECT: CONSIDERATION OF COMMUNITY DEVELOPMENT AND ENGINEERING AND BUILDING DIVISION FEES

SOURCE: Administrative Services

COMMENT: This is the time and place noticed for a public hearing to take testimony regarding proposed fee increases for Planning and Engineering services. Staff has been working with members of the local building community to share information and reach understanding in regards to the proposed fees. At this time, staff and the development community request an additional meeting to discuss the detailed analysis from which the specific recommendations were prepared. This meeting should take place prior to December 6, 2005.

RECOMMENDATION: That the City Council open the Public Hearing and continue it until the December 6, 2005 Council Meeting.
CITY COUNCIL AGENDA: NOVEMBER 15, 2005

PUBLIC HEARING

SUBJECT: BURNS PROPERTY TENTATIVE SUBDIVISION MAP (SMEE BUILDERS)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: The applicant is requesting approval of the Burns Property Tentative Subdivision Map to divide a 65± acre parcel into 81 single family residential lots, nine (9) multiple family residential lots, and two (2) remainder lots in two (2) phases for that site generally located on the southwest corner of West Olive Avenue and Mathew Street.

Phase One (Generally south of Clare Avenue) has approximately 71 lots which are located in the R-1 (One Family Residential) Zone. A 24.74± acre remainder parcel is located along the north side of the Tule River. A 16,000± square foot temporary ponding basin will be constructed within this parcel on the west side of Mathew Street, south of the Monte Court alignment. No other development is proposed for this parcel.

Phase Two (Generally north of Clare Avenue) has approximately ten (10) lots in the R-1 (One Family Residential) Zone. Nine (9) lots and two (2) remainder lots are located in the R-3 (Multiple Family Residential) Zone.

The average size of the R-1 lots consist of 7,000± square feet. Ingress and egress from the south portion of the site will be from Orange Avenue, which intersects with Mathew Street to the east and extends west through an existing subdivision to Westwood Street. A cul-de-sac street (Argyle Court) will extend north from Orange Avenue to the lots located in the middle of the subdivision. Lombardi Street located on the west side of the subject site will extend north from Orange Avenue to Olive Avenue. Forest Avenue, just north of the intersection of Lombardi Street and Orange Avenue, will allow for ingress and egress to the west through the existing subdivision to Westwood Street. Clare Avenue extending east and west located in the northerly portion of the proposed subdivision and south of Olive Avenue will allow for vehicular access to Lombardi Street to the west and Mathew Street to the east.

A 7,800± square foot lot (between Lots 71 and 72) located on the south side of Orange Avenue between Argyle Court and Mathew Street has an existing Sycamore tree which will be preserved. This lot is proposed to be landscaped, which will allow for pedestrian access to a 24.74± acre remainder parcel to the south. The remainder parcel will be utilized for an elderberry habitat with mixed riparian species.
Prior to approval of the improvement plans, the developer/applicant shall have completed and approved, landscaping and/or lighting improvement plans, legal descriptions, etc. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District at the time the final map is approved. Landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the subdivision. The following shall be included in said annex to the district: (1) Lighting, (2) Public Landscaping, if any (3) Public walls/fences, if any (4) gates for access ways to the proposed Tule River Parkway/biologically sensitive area and (5) Temporary on-site drainage reservoir, if any, etc.

A minimum six foot (6') high block wall and landscaping shall be required along the full length of the east sides of Lots 1, 81 and 82 contiguous with Mathew Street. Said area shall be placed in a Landscape Maintenance District. Particular attention shall be directed to provide a graffiti free design through the use of a combination of trees, shrubs and vines to be planted to screen the wall.

On August 31, 2005, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project. The Initial Study and proposed Mitigation Measures have been transmitted to interested agencies, groups, and individuals for a twenty (20) day review period from October 7, 2005 to October 27, 2005. The only agencies that responded were from the Southern California Gas Company, Tulare County Association of Governments (TCAG) and the San Joaquin Valley Air Pollution Control District. Those comments pertaining to the environmental aspect of the project have been incorporated into the Mitigation Monitoring Program Attachment A of the draft environmental resolution.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution approving the Negative Declaration for the Burns Property Tentative Subdivision Map; and

2. Adopt the draft resolution approving the Burns Property Tentative Subdivision Map.

ATTACHMENT:

1. Complete Staff Report
TITLE: BURNS PROPERTY TENTATIVE SUBDIVISION MAP

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

APPLICANT: Smee Builders, Inc.
2220 N. Leila St.
Visalia, CA 93291

AGENT: Quad Knopf
5110 West Cypress Avenue
Visalia, CA 93278

PROJECT LOCATION: Generally the southwest corner of West Olive Avenue and Mathew Street.

SPECIFIC REQUEST: The applicant is requesting approval of the Burns Property Tentative Subdivision Map to divide a 65± acre parcel into 81 single family residential lots, nine (9) multiple family residential lots, and two (2) remainder lots.

PROJECT DETAILS: Phase One (Generally south of Clare Avenue) has approximately 71 lots which are located in the R-1 (One Family Residential) Zone. A 24.74± acre remainder parcel is located along the north side of the Tule River. A 16,000± square foot temporary ponding basin will be constructed within this parcel on the west side of Mathew Street, south of the Monte Court alignment. No other development is proposed for this parcel.

Phase Two (Generally north of Clare Avenue) has approximately ten (10) lots in the R-1 (One Family Residential) Zone. Nine (9) lots and two (2) remainder lots are located in the R-3 (Multiple Family Residential) Zone.

The average size of the R-1 lots consist of 7,000± square feet. Ingress and egress from the south portion of the site will be from Orange Avenue which intersects with Mathew Street to the east and extends west through an existing subdivision to Westwood Street. A cul-de-sac street (Argyle Court) will extend north from Orange Avenue to the lots located in the middle of the subdivision. Lombardi Street located on the west side of the subject site will extend north from Orange Avenue to Olive Avenue. Forest Avenue just north of the intersection of Lombardi Street and Orange Avenue will allow for ingress and egress to the west through the existing subdivision to Westwood Street. Clare Avenue extending east and west located in the northerly portion of the proposed subdivision and south of Olive Avenue will allow for vehicular access to Lombardi Street to the west and Mathew Street to the east.
A 7,800± square foot lot (between Lots 71 and 72) located on the south side of Orange Avenue between Argyle Court and Mathew Street has an existing Sycamore tree which will be preserved. This lot is proposed to be landscaped, which will allow for pedestrian access to a 24.74± acre remainder parcel to the south. The remainder parcel will be utilized for an elderberry habitat with mixed riparian species.

Prior to approval of the improvement plans, the developer/applicant shall have completed and approved, landscaping and/or lighting improvement plans, legal descriptions, etc. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District at the time the final map is approved. Landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the subdivision. The following shall be included in said annex to the district: (1) Lighting, (2) Public Landscaping, if any (3) Public walls/fences, if any (4) gates for access ways to the proposed Tule River Parkway/biologically sensitive area and (5) Temporary on-site drainage reservoir, if any, etc.

A minimum six foot (6') high block wall and landscaping shall be required along full length of the east sides of Lots 1, 81 and 82 contiguous with Mathew Street. Said area shall be placed in a Landscape Maintenance District. Particular attention shall be directed to provide a graffiti free design through the use of a combination of trees, shrubs and vines to be planted to screen the wall.

GENERAL PLAN DESIGNATION: Low Density Residential and High Density Residential..

SURROUNDING ZONING LAND USE:

North: City - West Olive Avenue, developed multiple and single family residential subdivision.
South: City - Tule River.
East: City - Developed single family residential subdivision.
West: City - Developed single family residential subdivision.

SUBDIVISION REVIEW: Pursuant to Article 4 of the Subdivision Ordinance, the Initial Study and proposed Mitigation Measures were transmitted to public/private agencies for a 20 day review period from October 7, 2005 to October 27, 2005. The only agencies that responded were from the Southern California Gas Company, Tulare County Association of Governments (TCAG) and the San Joaquin Valley Air Pollution Control District.

San Joaquin Valley Air Pollution District October 19, 2005
Resources Management Agency- Long Range Planning No response
Resources Management Agency- Engineering/Flood/Traffic Division No response
Tulare County Health and Human Services Agency No response
Department of Fish and Game No response
California Regional Water Quality Control Board No response
Tulare County Association of Government October 12, 2005
District Archaeologist No response
Charter Communications No response
Southern California Edison No response
The Subdivision Review Committee, on November 2, 2005, discussed concerns and conditions that should be addressed before the City Council. Conditions developed as a result of this meeting and subsequent staff review will be discussed with the applicant's agent and incorporated into the draft resolution of approval.

STAFF ANALYSIS: Development of the site as proposed will provide needed housing in conformance with the City's General Plan Land Use and Housing Elements and requirements of the State Subdivision Map Act and local ordinances.

The proposal to develop the 65± acre parcel into 81 single family residential lots, and nine (9) multiple family residential lots zoned City R-1 (One-Family Zone) and City R-3 (Multiple Family Residential) in two (2) phases is consistent with the General Plan's Low Density Residential Land Use and High Density Residential Land Use designated by the General Plan.

ALTERNATIVES TO THE PROJECT AND THEIR EFFECT:

1. **No project.** The site would remain undeveloped until an amended development plan is approved.

2. **Approve the project.** Conditional approval of the proposed tentative subdivision map would allow the site to be developed in conformance with its current General Plan land use designation while contributing additional housing units towards the City's Fair Share Regional Housing Goal as identified by the General Plan Housing Element.

ENVIRONMENTAL: On August 31, 2005, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project recommending that the City Council adopt a Negative Declaration prepared for this project. Under the Permit Streamlining Act (Section 65950 of the Government Code), the City has 180 days from the date the application was accepted as complete to prepare a Negative Declaration. If necessary, an additional 60 days may follow certification of the Negative Declaration in order to make a determination regarding the project.

DATE FILED FOR SUBDIVISION REVIEW COMMITTEE PROCESSING: November 2, 2005

DATE ACCEPTED AS COMPLETE: November 2, 2005
RECOMMENDATION: That the City Council:

(1) Adopt the draft resolution approving the Negative Declaration for the Burns Property Tentative Subdivision Map; and

(2) Adopt the draft resolution approving the Burns Property Tentative Subdivision Map.

ATTACHMENTS:

1. Burns Property Tentative Subdivision Map
2. Environmental Initial Study, available for public review in the Community Development Department or the City’s website, www.ci.porterville.ca.us.
3. Negative Declaration
4. Letter from the Southern California Gas Company
5. Letter from the Tulare County Association of Governments (TCAG)
6. Letter from the San Joaquin Valley Air Pollution Control District.
7. Draft Environmental Resolution
8. Draft Resolution of Approval
NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

Lead Agency: City of Porterville
(Agency Name)
291 N. Main Street
(Street Address)
Porterville, CA 93257
(City/State/Zip)
Bradley D. Dunlap, AICP
Community Development Director
(Contact)

Consulting Firm (if applicable):
Quad Knopf, Inc.
(Firm Name)
5110 W. Cypress Avenue
(Street Address)
Visalia, CA 93277
(City/State/Zip)
Stephen J. Peck, AICP
Vice President, Planning Services
(Contact)

The City of Porterville will be the Lead Agency and will prepare a Mitigated Negative Declaration for the project identified below. We need to know the views of your agency as to the scope and content of the environmental information which is germane to your agency’s statutory responsibilities in connection with the proposed project. Your agency may need to use the Negative Declaration prepared by our agency when considering permits or other approvals for the project.

The project description, location and the potential environmental effects are contained in the attached materials. A copy of the Initial Study (☒ is ☐ is not) attached.

Due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than 30 days after receipt of this notice.

Opportunity for Comments: This Notice of Intent and Initial Study will be circulated for a period of 20 days starting on October 07, 2005 and ending on October 27, 2005.

The Porterville City Council will consider this matter at a public meeting on November 15, 2005 in the council chambers at City Hall.

Please send your response to Bradley D. Dunlap, Community Development Director at the address shown above. We will need the name for a contact person in your agency.

Project Title: Burns Property Subdivision

Project Location: City of Porterville Tulare County
(City-nearest) (County)

Project Description: (brief)

The City of Porterville is evaluating the potential environmental impacts of the subdivision of a 44± acre parcel located at the southwest corner of Olive Avenue and Mathew Street. The project would be developed in two phases. Phase 1 would include 71 single family residential lots and remainder parcels as well as needed road improvements. Phase 2 would include 10 single family lots, 9 multi-family lots, and remainder and road improvements.

Date 8/31/05  Signature [Signature]
Title ACTING CD DIRECTOR
Telephone

ATTACHMENT
ITEM NO. 3 August 2005

Burns Property Subdivision
Initial Study and Mitigated Negative Declaration
October 12, 2005

City of Porterville
291 North Main Street
Porterville, California 93277

Attention: Bradley D. Dunlap, AICP
Community Development Director

Subject: Burns Property Tentative Subdivision Map

We are pleased to inform you that Southern California Gas Company has facilities in the area where the aforementioned project is proposed. Gas service to the project can be provided from existing gas mains located in and around the area. The service would be in accordance with the Company's policies and extension rules on file with the California Public Utilities Commission when the contractual arrangements are made.

This letter is not a contractual commitment to serve the proposed project, but is only provided as an informational service. The availability of natural gas service is based upon conditions of gas supply and regulatory agencies. As a public utility, Southern California Gas Company is under the jurisdiction of the California Public Utilities Commission. Our ability to serve can also be affected by actions of federal regulatory agencies. Should these agencies take any action, which affects gas supply or the conditions under which service is available, gas service will be provided in accordance with the revised conditions.

This letter is also provided without considering any conditions or non-utility laws and regulations (such as environmental regulations), which could affect construction of a main and/or service line extension (i.e., if hazardous wastes were encountered in the process of installing the line). The regulations can only be determined around the time contractual arrangements are made and construction has begun.

Contact the New Business Project Manager for your area, Alan Suhovy, at (559) 739-2238, or visit our web site SCGMapping@SempraUtilities.com for information on current energy efficiency programs, gas equipment, or to find out how to get your line extension project started.

Thank you again for choosing clean, reliable natural gas, your best energy value.

Sincerely,

Louise Lankford
Pipeline Planning Assistant

xc: Larry Jacquez
Alan Suhovy
October 12, 2005

Bradley Dunlap
Community Development Director
City of Porterville
291 North Main Street
Porterville, CA 93257

RE: Burns Property Subdivision

Dear Mr. Dunlap:

Thank you for the opportunity to comment on the above referenced project. The project description discloses that the application is for the subdivision of approximately 44 acres into 71 single-family residential subdivision lots (Phase 1), 10 single-family lots and nine multi-residential lots (Phase 2).

The Tulare County Association of Governments’ Traffic Impact Study Guidelines indicates that a focused traffic study is recommended if both phases are developed.

With mitigation measures of transplanting elderberry bushes onto Remainder Parcel 2, along with existing bushes with exit holes on that parcel, is there sufficient acreage to set up a conservation bank for the elderberry beetle on Remainder Parcel 2?

Should you have any questions regarding this matter, please give me a call.

Sincerely,

[Signature]

Scott Cochran
Regional Planner, TCAG

SC:ke

ATTACHMENT
ITEM NO. 5
October 19, 2005

Bradley D. Dunlap
Community Development Director
City of Porterville
291 North Main Street
Porterville, CA 93258

Subject: Burns Property Subdivision – Initial Study and Proposed Negative Declaration
APN: 259-050-053 and 259-050-054 (Smee Builders)

Dear Mr. Dunlap:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above and offers the following comments:

Preliminary analysis indicated that the potential emissions from this project exceed the District’s operational thresholds of significance for ozone precursors. These thresholds are 10 tons per year for either of the following two ozone precursor emissions: reactive organic gasses (ROG) or oxides of Nitrogen (NOx). In addition, the project is near a location of sensitive receptors. The proposed project should be analyzed to see if Hazardous Air Pollutants (HAPs) are a concern. The District’s thresholds of significance for HAPs are the probability of contracting cancer for the Maximally Exposed Individual (MEI) exceeds 10 in one million or ground level concentrations of non-cancerogenic toxic air contaminants would result in a Hazard Index greater than 1 for the MEI.

Recommendations

The District recommends the preparation of an Air Quality Impact Assessment (AQIA) and a Traffic Impact Study to determine impacts when projects are of this size, unless an analysis has been accomplished for a recent previous approval such as a general plan amendment or zone change. Please indicate to the District if the project has been analyzed and what the results were from any previous study.

Ozone Precursors The District recommends using the URBEMIS 2002 Version 8.7 program to calculate project area and operational emissions and to identify mitigation measures that reduce impacts. URBEMIS can be downloaded from the South Coast Air Quality Management District’s website at: http://www.acmd.gov/ceqa/urbemis.html. If the analysis reveals that the emissions generated by this project will exceed the District’s thresholds, this project may significantly impact the ambient air quality if not sufficiently mitigated. The project applicant or consultant is encouraged to consult with District staff for assistance in determining appropriate methodology and model inputs.

Hazardous Air Pollutants (HAPs) The Burns Property Site Plan indicates that the proposed project is contiguous to a school. Potential HAPs sources include project equipment, operations, and vehicles (the Air Resources Board (ARB) has designated diesel particulate emissions as a toxic air contaminant). On page 43 of the District’s Guide for Assessing and Mitigating Air Quality Impacts, 2002 Revision (GAMAQI), the District addresses and defines sensitive receptors with respect to CEQA. If the project is near sensitive receptors and HAPs is a concern the project developer should perform Health Risk Assessment (HRA). The location of sensitive receptors should be explained in
terms that demonstrate the relationship between the project site and potential air quality impacts (e.g., proximity, topography, or upwind and downwind location). The District recommends Hot Spots Analysis and Reporting Program (HARP) for HAPs analysis. A HRA should include a discussion of the toxic risk associated with the proposed project, including project equipment, operations, and vehicles. The project consultant should contact the District to verify the appropriate thresholds to use, as well as review the proposed modeling approach before modeling begins. For more information on HRAs, please contact Mr. Glenn Reed, Senior Air Quality Specialist, at (559) 230-5923, or glenn.reed@valleyair.org.

**Carbon Monoxide Hotspot Analysis** Results of the traffic study should be used to identify intersections and corridors requiring carbon monoxide (CO) hot spot analysis. Initial CO screening may be conducted using a protocol developed by the Institute of Transportation Studies at University of California Davis entitled Transportation Project-Level Carbon Monoxide Protocol. Locations that are predicted by the local traffic model to experience high levels of traffic congestion should be modeled using the dispersion model CALINE4.

**Rules and Regulations**

**Regulation VIII** (Fugitive PM10 Prohibitions)- Regulation VIII (Rules 8011-8081) is a series of rules designed to reduce PM10 emissions (predominantly dust/dirt) generated by human activity, including construction and demolition activities, road construction, bulk materials storage, paved and unpaved roads, carryout and track out, etc. The District's compliance assistance bulletin for construction sites can be found at: [http://www.valleyair.org/busind/comply/PM10/Req%20VIII%20CAB.pdf](http://www.valleyair.org/busind/comply/PM10/Req%20VIII%20CAB.pdf).

If a residential project is 10.0 or more acres in area or will include moving, depositing, or relocating more than 2,500 cubic yards per day of bulk materials on at least three days, a Dust Control Plan must be submitted as specified in Section 6.3.1 of Rule 8021. A template of the District's Dust Control Plan is available at: [http://www.valleyair.org/busind/comply/PM10/forms/DCP-Form%20-%2010-14-2004.pdf](http://www.valleyair.org/busind/comply/PM10/forms/DCP-Form%20-%2010-14-2004.pdf)

The project will likely be subject to provisions within Rule 8031 (Bulk Materials), Rule 8041 (Carryout and Track out), Rule 8051 (Open Areas), Rule 8061 (Paved and Unpaved Roads), and Rule 8071 (Unpaved Vehicle/Equipment Traffic Areas).

**Rule 4002** (National Emission Standards for Hazardous Air Pollutants). In the event that any portion of an existing building will be renovated, partially demolished or removed, the project will be subject to District Rule 4002. Prior to any demolition activity, an asbestos survey of existing structures on the project site may be required to identify the presence of any asbestos containing building material (ACBM). Any identified ACBM having the potential for disturbance must be removed by a certified asbestos-contractor in accordance with CAL-OSHA requirements. If you have any questions concerning asbestos related requirements, please contact Mr. Brian Dodds of this office at (559) 230-5962, or contact CAL-OSHA at (559) 454-1295. An Asbestos Requirements Bulletin has been enclosed for the applicant. The District's Asbestos Requirements Bulletin can be found at: [http://valleyair.org/busind/comply/asbestosbuln.htm](http://valleyair.org/busind/comply/asbestosbuln.htm)

**Rule 4102** (Nuisance) applies to any source operation that emits or may emit air contaminants or other materials. In the event that the project or construction of the project creates a public nuisance, it could be in violation and be subject to District enforcement action.

**Rule 4103** (Open Burning) regulates the use of open burning and specifies the types of materials that may be open burned. Agricultural material shall not be burned when the land use is converting from agriculture to non-agricultural purposes (e.g., commercial, industrial, institutional, or residential uses). Section 5.1 of this rule prohibits the burning of trees and other vegetative (non-agricultural) material whenever the land is being developed for non-agricultural purposes. In the event that the project applicant burns or burns agricultural material, it would be in violation of Rule 4103 and be subject to District enforcement action.
**Rule 4601** (Architectural Coatings) limits volatile organic compounds from architectural coatings. This rule specifies architectural coatings storage, clean up and labeling requirements.

**Rule 4641** (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). If asphalt paving will be used, then paving operations of this project will be subject to Rule 4641. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.

**Rule 4901** (Wood Burning Fireplaces and Wood Burning Heaters) limits PM10 and PM2.5 emissions from residential development. Construction plans for residential developments may be affected by section 5.3, specifically:

§5.3 Limitations on Wood Burning Fireplaces or Wood Burning Heaters in New Residential Developments. Beginning January 1, 2004,
5.3.1 No person shall install a wood burning fireplace in a new residential development with a density greater than two (2) dwelling units per acre.
5.3.2 No person shall install more than two (2) EPA Phase II Certified wood burning heaters per acre in any new residential development with a density equal to or greater than three (3) dwelling units per acre.
5.3.3 No person shall install more than one (1) wood burning fireplace or wood burning heater per dwelling unit in any new residential development with a density equal to or less than two (2) dwelling units per acre.

More information about Rule 4901 can be found at our website- www.valleyair.org. For compliance assistance, please contact Mr. Wayne Clarke, Air Quality Compliance Manager, at (559) 230-5868.

**Rule 4902** (Residential Water Heaters) limits emission of NOx from residential developments.

This project may be subject to additional District Rules not enumerated above. To identify additional rules or regulations that apply to this project, the applicant is strongly encouraged to contact the District’s Small Business Assistance Office at (559) 230-5888.

**Mitigation**

The District encourages innovation in measures to reduce air quality impacts. There are a number of features that could be incorporated into the design/operation of this project to provide additional reductions of the overall level of emissions. (Note: Some of the measures may already exist as City of Porterville development standards. Any measure selected should be implemented to the fullest extent possible.) The suggestions listed below should not be considered all-inclusive and remain options that the agency with the land-use authority should consider:

- Trees should be carefully selected and located to protect the buildings from energy consuming environmental conditions, and to shade paved areas. Trees should be selected to shade paved areas that will shade 50% of the area within 15 years. Structural soil should be used under paved areas to improve tree growth. A brochure has been included for the applicant.

  - For Structural Soil see [http://www.hort.cornell.edu/uhi/outreach/csc/](http://www.hort.cornell.edu/uhi/outreach/csc/)
  - For Tree Selection see [http://www.ufei.org/](http://www.ufei.org/)

- If transit service is available to the project site, improvements should be made to encourage its use. If transit service is not currently available, but is planned for the area in the future, easements should be reserved to provide for future improvements such as bus turnouts, loading areas, route signs and shade structures. Appropriations made to facilitate public or mass transit will help mitigate trips generated by the project.
• Sidewalks and bikeways should be installed throughout as much of the project as to encourage walking and bicycling. Connections to nearby public uses and commercial areas should be made as direct as possible to promote walking for some trips. Pedestrian and bike-oriented design reduces motor vehicle usage and their effects on air quality. Sidewalks and bikeways should be designed to separate pedestrian and bicycle pathways from vehicle paths. Sidewalks and bikeways should be designed to be accommodating and appropriately sized for anticipated future pedestrian and bicycle use. Such pathways should be easy to navigate, designed to facilitate pedestrian movement through the project, and create a safe environment for all potential users (pedestrian, bicycle and disabled) from obstacles and automobiles. Pathways through the project should be built in anticipation of future growth/development.

• As many energy conserving and emission reducing features as possible should be included in the project. Energy conservation measures include both energy conservation through design and operational energy conservation. Examples include (but are not limited to):
  - Increased energy efficiency (above California Title 24 Requirements)
    See http://www.energy.ca.gov/title24/
  - Energy efficient windows (double pane and/or Low-E)
  - Use Low and No-VOC coatings and paints. See South Coast’s site for No-VOC Coatings at http://www.acmd.gov/prdas/brochures/paintguide.html
  - High-albedo (reflecting) roofing material. See http://etd.lbl.gov/coolroof/
  - Cool Paving. “Heat islands” created by this and similar projects contribute to the reduced air quality in the valley by heating ozone precursors. See http://www.harc.edu/harc/Projects/CoolHouston/, http://eande.lbl.gov/heatisland/
  - Radiant heat barrier. See http://www.eere.energy.gov/consumerinfo/refbriefs/bc7.html
  - Energy efficient lighting, appliances, heating and cooling systems. See http://www.energystar.gov/
  - Install solar water-heating system(s)
  - Install photovoltaic cells
  - Install geothermal heat pump system(s)
  - Programmable thermostat(s) for all heating and cooling systems
  - Porch, patio and walkway overhangs
  - Ceiling fans, whole house fans
  - Utilize passive solar cooling and heating designs. (e.g. natural convection, thermal flywheels)
    See http://www.eere.energy.gov/RE/solar_passive.html
  - Utilize daylighting (natural lighting) systems such as skylights, light shelves, interior transom windows etc. See http://www.advancedbuildings.org
  - Electrical outlets around the exterior of the unit(s) to encourage use of electric landscape maintenance equipment
  - Pre-wire the unit(s) with high speed modern connections/DSL and extra phone lines
  - Natural gas fireplaces (instead of wood-burning fireplaces or heaters)
  - Natural gas lines (if available to this area) and electrical outlets in backyard or patio areas to encourage the use of gas and/or electric barbecues
  - Low or non-polluting incentives items should be provided with each residential unit (such items could include electric lawn mowers, reel mowers, leaf vacuums, gas or electric barbecues, etc.)
  - Exit to adjoining streets should be designed to reduce time to re-enter traffic from the project site

More information can be found at: http://www.clwmb.ca.gov/GreenBuilding/

• The District encourages the applicant and fleet operators using the facility to take advantage of the District's Heavy-Duty Engine program to reduce project emissions. The Heavy Duty program provides incentives for the replacement of older diesel engines with new, cleaner, fuel-efficient diesel engines. The program also provides incentives for the re-power of older, heavy-duty trucks with cleaner diesel engines or alternative fuel engines. New alternative fuel heavy-duty trucks also qualify. For more information regarding this program contact the District at (559) 230-5858 or visit our website at http://www.valleyair.org/transportation/heavydutvidx.htm.
The applicant/tenant(s) should implement measures to reduce the amount of single occupancy vehicle employee traffic to and from the project area that further reduce air pollution in the valley. This could include such provisions as encouraging employees to rideshare or carpool to the project site, and incorporating a compressed workweek schedule. Check out the “Spare the Air” section of our website www.valleymar.org.

The project should include as many clean alternative energy features as possible to promote energy self-sufficiency. Examples include (but are not limited to): photovoltaic cells, solar thermal electricity systems, small wind turbines, etc. Rebate and incentive programs are offered for alternative energy equipment. More information can be found at: http://www.dsireusa.org/, http://rredc.nrel.gov/, http://www.energy.ca.gov/renewables/

The applicant/tenant(s) should require that all diesel engines be shut off when not in use on the premises to reduce emissions from idling.

Enhanced construction activity mitigation measures include:
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent
- Limit area subject to excavation, grading, and other construction activity at any one time
- Use catalyst equipped diesel construction equipment.
- Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use
- Replace fossil-fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set)
- Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways, and “Spare the Air Days,” declared by the District.
- Implement activity management (e.g. rescheduling activities to reduce short-term impacts)
- During the smog season (May through October), lengthen the construction period to minimize the number of vehicles and equipment operating at the same time.
- Construction equipment should have engines that are Tier II (if available as certified by the Air Resources Board). Engines built after 1998 are cleaner Tier II engines. Tier I and Tier II (2.5 gram) engines have a significantly less PM and NOx emissions compared to uncontrolled engines. To find engines certified by the Air Resources Board, see http://www.arb.ca.gov/msprog/offroad/cert/cert.php. This site lists engines by type, then manufacturer. The "Executive Order" shows what Tier the engine is certified as. For more information on heavy-duty engines, please contact Mr. Kevin McCaffrey, Air Quality Specialist, at (559) 230-5831.
- Off road trucks should be equipped with on-road engines when possible.
- Light Duty Cars and Trucks should be alternative fueled or hybrids.
- Minimize obstruction of traffic on adjacent roadways.

Diesel equipment should use verified alternative diesel fuel blends or Ultra Low Sulfur Diesel (ULSD). The California Air Resources Board (CARB) has verified specific alternative diesel fuel blends for NOx and PM emission reduction. Only fuels that have been certified by CARB should be used. For more information on alternative diesel blends, please call Mr. Chris Acree, Senior Air Quality Specialist, at (559) 230-5829. Information on biodiesel can also be found at CARB’s website: http://www.arb.ca.gov/fuels/diesel/altfuel/altfuel.htm and the EPA's website http://www.epa.gov/oms/models/biodsl1.htm.

The applicant should use CARB certified alternative fueled engines in construction equipment where practical. Alternative fueled equipment may be powered by Compressed Natural Gas (CNG), Propane (LPG), electric motors, or other CARB certified off-road technologies. To find engines certified by the CARB, see their certification website http://www.arb.ca.gov/msprog/offroad/cert/cert.php. For more information on alternative fuel engines, please call Mr. Chris Acree, Senior Air Quality Specialist, at (559) 230-5829.
In addition to the above measures, the District has entered into Air Quality Mitigation Agreements (Mitigation Agreement) with several developers. These agreements require the District and the applicant to quantify operational emissions, and identify on-site mitigation to reduce the proposed project’s net impact on air quality. The developer commits to providing funding on a per ton of emissions basis to the District to purchase emission reductions through its grant and incentive programs to fully mitigate the net emissions. The District commits to reduce the net emissions and to manage and monitor the emission reduction projects over time. The District asks that developers interested in a Mitigation Agreement meet with District staff to discuss the specifics of the project and the contract. District staff is available to meet with project proponents to discuss Mitigation Agreements for specific projects. For more information, or questions concerning this topic, please call Mr. Dave Mitchell, Planning Manager, at (559) 230-5800.

District staff is available to meet with you and/or the applicant to further discuss the regulatory requirements that are associated with this project. If you have any questions or require further information, please call me at (559) 230-5800 or Mr. Hector R. Guerra, Senior Air Quality Planner, at (559) 230-5820 and provide the reference number at the top of this letter.

Sincerely,

Georgia A. Stewart
Air Quality Specialist
Central Region

C: File
RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR THE BURNS PROPERTY TENTATIVE SUBDIVISION MAP FOR THAT 65± ACRE VACANT SITE LOCATED GENERALLY AT THE SOUTHWEST CORNER OF WEST OLIVE AVENUE AND MATHEW STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of November 15, 2005, conducted a public hearing to consider approval of the Burns Property Tentative Subdivision Map to divide a 65± acre parcel into 81 single family residential lots, nine (9) multiple family residential lots, and two (2) remainder lots; and

WHEREAS: On August 31, 2005, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project; and

WHEREAS: The City Council considered the following findings in its review of the environmental circumstances for this project:

1. That a Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act.

2. That the Negative Declaration prepared for this project was made available for public review and comment. The 20 day review period was from October 7, 2005 to October 27, 2005. The only agencies that responded were from the Southern California Gas Company, Tulare County Association of Governments (TCAG) and the San Joaquin Valley Air Pollution Control District.

3. That the proposed project will not create adverse environmental impacts.

The proposed Negative Declaration was evaluated in light of the prepared environmental initial study, comments from interested parties and the public, as well as responses to written comments received during the review period. It was determined that potential impacts associated with the proposed project could be mitigated to a less than significant level through the implementation of the attached mitigation measures.

4. That the City Council is the decision-making body for the project.

ATTACHMENT
ITEM NO. 7
5. That the mitigation measures contained in the Negative Declaration were incorporated into a Mitigation Monitoring Program attached hereto as Attachment “A” and included as Condition 53 in the proposed resolution of approval for the Burns Property Tentative Subdivision Map.

6. That review of the environmental circumstances regarding this project indicates that no adverse impacts would accrue to wildlife resources from implementation of the project.

The Environmental Initial Study prepared by Quad Knopf and the mitigation measures incorporated into that study have addressed all concerns regarding the preservation for the existing habitat in this area. Additionally, a 7800± square foot lot (between Lots 71 and 72) located on the south side of Orange Avenue between Argyle Court and Mathew Street has an existing Sycamore tree which will be preserved. This lot is proposed to be landscaped which will allow for pedestrian access to a 24.74± acre remainder parcel to the south. The remainder parcel will be utilized for an elderberry habitat with mixed riparian species.

7. That the project will be reviewed by the State Department of Fish and Game to determine whether the project qualifies for a finding of De minimis impact. The project mitigation measures result in the potentially significant impacts being mitigated to a level of insignificance. The design of the project preserves the biologically sensitive area of the site along the Tule River.

8. That the environmental assessment and analysis prepared for this project supporting the Negative Declaration reflects the independent judgement of the City of Porterville.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Negative Declaration for the Burns Property Tentative Subdivision Map as described herein.

______________________________
Kelly West, Mayor

ATTEST:

John Longley, City Clerk

By ____________________________
Georgia Hawley, Chief Deputy City Clerk
Summary of Potential Impacts, Mitigation Measures, and Mitigation Monitoring Program

I. AESTHETICS

d Light and Glare 3-1 d The installation of low profile, exterior lighting will be directed away from adjacent properties, as required by the City Zoning Ordinance, and will reduce the impact of outside lighting. Minimal glare is anticipated from street light and on-site lighting facilities accruing from the site's eventual development. This will serve to reduce potential hazards for autos, bicyclists, and pedestrians, as well as provide a secure environment for the occupants. Less than Significant City of Porterville

III. AIR QUALITY

a, b, c, d Violation of Air Quality Standards 3-3 thru 3-5 a, b, c, d The Tentative Subdivision Map shall include a condition of approval prohibiting the installation of wood stoves and wood burning fireplaces for all future residential development on the subject site. Less than Significant City of Porterville

All development on the subject site shall be conducted in compliance with the standard and optional sections of SJVUAPCD Regulation VIII with regard to the control of fugitive dust and PM10 generation.

IV. BIOLOGICAL RESOURCES

a, b, c, d Special-Status Species 3-6 thru 3-8 a, b, c, d Except as noted on the Tentative Subdivision Map, all on-site trees, with a diameter at breast height (dbh) greater than six (6) inches shall be retained. The oak tree on Lot 32 shall not be removed during the raptor nesting season (February 1 through September 15). The oak tree shall be replaced with a minimum of three oak trees (at least 15 gallon in size) for each 6 inches of diameter at breast height (DBH). Replacement trees shall be located on Remainder Parcel No. 2. Less Than Significant City of Porterville

Prior to the removal of the oak tree on Lot 32 and prior to the start of

City of Porterville
Burns Property Subdivision Mitigation Monitoring Program

October 2005
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<tr>
<th>Impact No.</th>
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<th>Page Number in Initial Study</th>
<th>Mitigation Number</th>
<th>Mitigation Measure</th>
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<td>construction of each phase, a preconstruction survey of the site including a suitable buffer shall be conducted by a qualified biologist/ornithologist. If nesting raptors are found in close proximity to the construction zone, such that nest failure could result from the disturbance of construction, then construction shall be postponed in that location until the breeding season has concluded. If construction cannot be delayed the California Department of Fish and Game and the U.S. Fish and Wildlife Service shall be consulted for guidance on how to proceed.</td>
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Prior to construction activity within 100 feet of any elderberry shrub, the developer shall secure a written opinion from the U.S. Fish and Wildlife Service that such activity is not likely to affect the Valley Elderberry Longhorn Beetle. The developer shall ensure compliance with all conditions of approval included in such a letter.

Prior to the removal of any elderberry bush with one or more stems greater than one inch in diameter at ground level, the developer shall secure a Section 10(a) Incidental Take permit from the U.S. Fish and Wildlife Service. The developer shall ensure compliance with all conditions of approval, and mitigation measures identified in such permit.

Prior to commencement of subsequent phases of the project, a pre-construction survey of the phase shall be conducted by a qualified biologist to determine the presence or absence of species of concern. If species of concern are found, appropriate consultation and mitigation shall be conducted with the state or federal agency.

### V. CULTURAL RESOURCES

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<th>Cultural and Historic Resources</th>
<th>Mitigation Measure</th>
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<td>b, c, d</td>
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<td>If artifacts or remains are encountered, all construction within 50 feet of the find shall be halted and a qualified archeologist consulted to determine the disposition of the find.</td>
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City of Porterville

Burns Property Subdivision Mitigation Monitoring Program

October 2005

City of Porterville
RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL FOR THE BURNS PROPERTY TENTATIVE SUBDIVISION MAP FOR THAT 65± ACRE VACANT SITE LOCATED GENERALLY AT THE SOUTHWEST CORNER OF WEST OLIVE AVENUE AND MATHEW STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of November 15, 2005, conducted a public hearing to consider approval of the Burns Property Tentative Subdivision Map to divide a 65± acre parcel into 81 single family residential lots, nine (9) multiple family residential lots, and two (2) remainder lots; and

WHEREAS: On August 31, 2005, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project; and;

WHEREAS: The Subdivision Review Committee on November 2, 2005, reviewed and discussed concerns and conditions that should be addressed before the City Council. Conditions developed as a result of this meeting and subsequent staff review have been discussed with the applicant’s agent and incorporated into the draft resolution of approval; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed tentative subdivision map; and

WHEREAS: The City Council made the following findings:

1. That the design and improvements of the proposed project are consistent with the General Plan.

The Land Use Element of the General Plan designates the site for Low Density Residential and High Density Residential uses. The proposed subdivision will be developed within the density allowed by the General Plan.

Orange Avenue will be constructed to collector standards (60' right-of-way) from the westerly property line to Mathew Street. The west side of Mathew Street will be constructed to collector standards (60' right-of-way) where such improvements are needed along the entire frontage of the subject site. Interior streets will be constructed and improved to local street standards (50' and 60’ rights-of-way) as necessary to serve the proposed development.
2. That the site is physically suitable for the type and density of the proposed development.

The vacant site is flat and has medium to coarse textured soils with a high water infiltration rate. As a result, future development of the site will not be affected by expansive soils.

3. That the Negative Declaration prepared for this project is in compliance with the California Environmental Quality Act indicating that such will not have a significant affect on the environment.

4. That the design of the project, or proposed improvements, are not likely to cause substantial environmental damage. Condition 53 of this resolution requires the developer/applicant to comply with all Mitigation Measures contained in the Mitigation Monitoring Program attached to the resolution.

5. The Initial Study prepared for this project indicates that all potential impacts will be mitigated to less than significant levels. Through the implementation of the mitigation measures contained in the Mitigation Monitoring Program, the result in impacts addressed will be less than significant.

6. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the area.

The General Plan designates the site for Low Density Residential and High Density Residential uses. Conditions of approval are included to ensure adequate development standards are met.

7. That the standards of population density, site area dimensions, site coverage, yard spaces, heights of structures, distance between structures, off-street parking facilities and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the Zoning Ordinance.

The proposed project complies with all the requirements of the Subdivision Ordinance.
NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve the Burns Property Tentative Subdivision Map subject to the following conditions:

1. The required twelve (12) foot side yard setback to include six feet (6') fences for all reverse corner lots shall be shown on the final map, or on an attachment thereto. As currently designed, Lots 12, 31, 33 and 49 are reverse corner lots.

2. Direct access to Mathew Street from Lot 82 will not be allowed.

3. Improve or participate in the improvement of Mathew Street to full city standard width from Lot 82 to Olive Avenue prior to occupancy of any units.


5. The developer/applicant shall pay all applicable fees in accordance with the Municipal Code and State law, prior to approval of the final map by City Council. Fees are subject to change annually. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code section 66020(a). The developer has 90 days from the date fees are paid to file a written protest.

6. The developer/applicant shall dedicate right-of-way adequate for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by City Council. The developer/applicant shall dedicate and improve a right-of-way adequate for a minimum of two lanes of traffic and on-street parking, on one side, on streets adjacent to the property lines as well as dedication of property required for disabled ramp(s) (C.C. Sec. 21-23). The developer/applicant shall obtain and dedicate additional right of way for Mathew Street to meet Collector width standards. The developer applicant shall dedicate a full collector street width for the Lombardi Street between Clare Avenue and Olive Avenue.

7. The developer/applicant shall provide and show all required utility easements on the Final Map.

8. The developer/applicant shall dedicate a one foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.
9. Prior to approval of the improvement plans, the developer/applicant shall have completed and approved, landscaping and/or lighting improvement plans, legal descriptions, etc. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District at the time the final map is approved. Landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the subdivision. The following shall be included in said annex to the district: (1) Lighting, (2) Public Landscaping, if any (3) Public walls/fences, if any (4) gates for access ways to the proposed Tule River Parkway/biologically sensitive area and (5) Temporary on-site drainage reservoir, if any, etc.

10. A minimum six foot (6') high block wall and landscaping shall be required along full length of the east sides of Lots 1, 81 and 82 contiguous with Mathew Street. Said area shall be placed in a Landscape Maintenance District. Particular attention shall be directed to provide a graffiti free design through the use of a combination of trees, shrubs and vines to be planted to screen the wall. The wall(s) shall meet the following standards:

   a. The wall(s) shall match one of the colors in the color palette approved by the City Council and maintained by the Community Development Director.

11. The developer/applicant shall comply with Chapter 7, Article XIII of the City Code and Appendix Chapter 33 of the California Building Code and provide a Preliminary Soils Report (C.C. Sec. 7-126 & Res. 4997) including results of "R-Value" tests and recommendations regarding construction of public improvements that address City Standard C-13, satisfactory to the City Engineer, prior to the approval of the improvement plans or start of grading, whichever comes first. Additional reporting requirements are as indicated below:

   a. Final Grading, Drainage and Soils Report, prior to issuance of building permits (C.C. Sec. 7-133);

   b. Erosion Control Plan in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity, prior to start of grading (CBC Appendix Chapter 33). The provisions of the approved Erosion Control Plan shall be incorporated into the Improvement Plans;

   c. Soils Report(s) in accordance with Chapter 18 of the California Building Code.

12. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
13. In accordance with Section 21-51 of the Subdivision Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months prior to recording the final map for each phase.

14. Prior to start of grading on any unit, the developer/applicant shall abandon and cap existing wells that are no longer in service. Prior to approval of the improvement plans, the developer/applicant shall obtain an abandonment permit from the County Department of Environmental Health. Prior to acceptance of improvements, the developer/applicant shall provide the City Engineer with proof of completion in compliance with County regulations. Developer/applicant shall comply with City standard for “backflow” prevention pursuant to Resolution No. 9615 for all wells that will remain in service. Show all existing wells on the Tentative Subdivision Map and designate which well or wells will remain in service upon full development.

15. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right-of-way, if, in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue in use. The developer/applicant shall also cure leaks in any irrigation pipe that will continue in use.

16. Prior to recording the final map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).

17. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBU) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.

18. The developer/applicant shall obtain a City demolition permit prior to approval of the improvement plans and, under City inspection, remove all existing, abandoned and unnecessary items, to the satisfaction of the City Engineer, prior to acceptance of the improvements (e.g. buildings, foundations, septic tanks, irrigation pipes, etc.).

19. The developer/applicant shall assure compliance with applicable San Joaquin Valley Air Pollution Control District Rules (e.g., Numbers 8010, 8020 and 8030), regarding fugitive dust, as well as Section 7-8, Project Site Maintenance of the Standard Specifications. The developer/applicant shall provide a street sweeper as necessary to comply. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection. The improvement
plans shall show a designated wash out area for concrete trucks, and a sign designating it as such. The developer/applicant shall remove and properly dispose of waste concrete deposited in this area.

20. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), etc. along the full frontage of all proposed subdivision lots except where they exist to City standards and are in good condition in the opinion of the City Engineer. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.

21. Building or foundation permits shall not be issued until all of the following items are accepted as complete:

a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;

b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);

c. Street base rock for accessibility by the public safety officials and building inspectors;

d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;

e. Lot corners are marked;

f. Fire hydrants are accepted by the Fire Department and the Engineering Division.

22. Dedicate a drainage easement across each lot requiring an easement, unless all lots are graded to drain to the street (C.C. Sec. 21-50). The developer/applicant shall construct concrete drainage swales, approved by the City Engineer, if necessary, to transport storm water across adjacent subdivision lots to reach a City drainage system.
23. The proposed Tentative Subdivision Map illustrates a drainage reservoir that is not consistent with the Storm Drain Master Plan. The Master Plan Reservoir is shown off site southeast of the proposed development. Some options are available to the developer and they are as follows:

a. The proposed Master Plan reservoir may be relocated to the subject site by action of the Tentative Subdivision Map if it can be demonstrated that the cost of improvements necessary to serve the undeveloped properties within the River Ranch drainage basin will not increase as a result; and

b. Propose an amendment to the Storm Drain Master Plan, at the expense of the developer/applicant, to relocate the reservoir to the subject site. The amendment would be considered by the City Council at a Public Hearing; or

c. Provide a temporary on site drainage reservoir in accordance with City Standards and Specifications; or

d. Obtain rights and convey property to the City of Porterville for the Master Plan Drainage No. 51, as currently designated. Property exchange shall be in accordance with the City's adopted Property Acquisition Procedures and based on available funding.

24. The developer/applicant is advised that he is obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity will be required (except operations that result in disturbance of less than five acres of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.
25. To accommodate refuse vehicles and street sweepers, the developer/applicant shall dedicate and improve, to City standards, temporary turn-arounds at the end of dead end streets.

26. The developer/applicant shall construct all weather alternative vehicular access road equipped with a double 2.5" pipe security gate with Knox padlock to accommodate emergency service vehicles at such time that phased development of the subdivision results in creation of dead end cul-de-sac streets in excess of 600 feet long.

27. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.

28. The developer/applicant shall construct City standard barricades at the end of all dead end streets.

29. The developer/applicant shall construct curb, gutter and paveout along the west side of Mathew Street between Clare Avenue and Olive Avenue.

30. The developer/applicant shall construct Lombardi Street to a full collector width, including curb and gutter on both sides of the street between the northerly boundary of the Tentative Subdivision Map and Olive Avenue. Public improvements for this segment of Lombardi Street shall be constructed as a part of the proposed housing development and will not be deferred to the development of the northern Remainder Parcel. Construction is being hindered by an existing Elderberry shrub. Elderberry shrub mitigation measures must be in place prior to the approval of the improvement plans. Mitigation shall include the approval by the California Department of Fish and Game to remove the elderberry shrub or avoid the departmental concerns by realigning the street.

31. The developer/applicant shall clearly delineate phasing lines on the Tentative Map, if applicable. A minimum of two access points in and out of the proposed development shall be constructed with the first phase, if phasing is applicable.

32. The developer/applicant shall cause the sewer system to be completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision.

33. The developer/applicant shall study the impact the proposed development will have on sewer lift station on the east side of Mathew Street between Union Court on Orange Avenue and improve/upgrade as necessary.

34. The developer/applicant shall move existing utility structures (For example, poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless they are below grade (Title 24 DSA) or provide surety in lieu of (Section 2616.1 of the Zoning Ordinance).
35. Prior to acceptance of improvements, the developer/applicant shall provide streetlights on Marbelite poles complying with Southern California Edison Company specifications as required by the City Engineer. Use of wood poles is prohibited without prior written approval of the City Engineer. 5800 lumen street lights shall be installed at 160 foot staggered intervals throughout the subdivision. 9500 lumen street shall be installed at the Mathew Street intersections, where none exist.

36. The developer/applicant shall construct the water system in a maximum of two sections for each phase of the subdivision: One section for the model homes and one section for the remainder of the phase. The number of model homes shall not exceed one (1) for each ten (10) lots in the subdivision or four (4), whichever is greater. The model homes shall be clustered.

37. The City is requesting that a lot within the Tentative Map be designated as a Master Plan Well Lot. Acquisition of property will be in accordance with the City's adopted Property Acquisition Procedures.

38. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.

39. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bidders. The bids must be approved by the City prior to construction.

40. The developer/applicant shall designate access point to the biologically sanative area south of the proposed subdivision. These access points shall be dedicated to the City of Porterville for fire and Tule River Parkway uses. This access way and the access shall be equipped with a double 2.5" pipe security gate with Knox padlock to accommodate emergency service vehicles.

41. The Tentative Map shall show biologically sensitive boundaries, suitable location for a drainage reservoir, suitable location for a municipal water well and any other pertinent information that defines developmental limitations of the area north of the Tule River.

42. Comply with latest applicable codes.

43. When any portion of a building to be protected is in excess of 150 feet from a water supply on a public street, there shall be installed on-site fire hydrants capable of supplying the required flow.

44. Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required.
45. Fire hydrants spacing shall be as follows: In Residential development, one (1) hydrant shall be installed at every 500 feet intervals. The fire hydrants shall be located at the following locations: between Lots 43 and 44; between Lots 75 and 76; between Lots 67 and 68; northwest corner of Lot 49; northeast corner of Lot 59; between Lots 14 and 15 and the southeast corner of Lot 82.

46. Access roads shall be provided for every facility, building or portion of a building, when any portion of the facility or portion of an exterior wall is located more than 150 feet from a fire apparatus access as measured by an approved route around the exterior of the building.

47. All dead-end access roads in excess of 150 feet must be provided with an approved turn-around complying with City Standards.

48. Project must meet minimum fire flow requirements per table in appendix III-A & III-B of the California Fire Code.

49. Areas identified as "Fire Lanes" must be identified as such by red painted curbs and identified per requirements set forth in the California Vehicle Code Sec. 22500.1.

50. Access to the drainage basin and open land areas must be provided for emergency vehicles.

51. Hydrants are not allowed to be at the end of cul-de-sac streets or in the middle of lots. All hydrant locations must be pre-approved by the Fire Department.

52. The current re-submitted plan is not the approved plan for the placement of hydrants. Hydrant placement must be approved by the Fire Department.

53. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. Prior to recording the final map, the developer/applicant shall submit a signed document committing to comply with the adopted mitigation measures.

____________________________
Kelly West, Mayor

ATTEST:

John Longley, City Clerk

By ________________________
Georgia Hawley, Chief Deputy City Clerk
CITY COUNCIL AGENDA: NOVEMBER 15, 2005

PUBLIC HEARING

SUBJECT: CONDITIONAL USE PERMIT 9-2005 - 90 FOOT HIGH COMMUNICATIONS TOWER (T-MOBILE)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: Conditional Use Permit 9-2005 proposes to allow the construction of a communications tower and accessories related to operation for that site located at the rear of the parking lot of an existing church located at 1641 West Henderson Avenue in the R-1 (One Family Residential) Zone. The tower would stand approximately 90 feet tall. The top of the tower will have a triangular design to allow for six (6) antennas. The design of the tower will allow for six (6) additional antennas below the top of the tower. The installation will include two (2) proposed equipment cabinets with two (2) future cabinets proposed. The proposed cabinets will sit on an 8'x20' concrete slab. The cabinets will be screened from view and enclosed behind a six feet (6') chain link fence and gate with wood slats in an area of 25'x25'. A parking lot light will be attached approximately 25' from the base of the tower to provide lighting for the existing parking lot at the rear of the church.

Existing conditions on the site permit single family residential uses to include churches with an approval of a Conditional Use Permit. The tower will be located on an existing decomposed granite portion of the overflow parking area.

Section 2103 A-9 of the Porterville Zoning Ordinance allows for radio or television transmitters and receivers subject to a Conditional Use Permit.

Pursuant to Section 15301 A&B (Area where all public services and facilities are available to allow for maximum development permissible by the General Plan and area in which the project is located is not environmentally sensitive), the project is categorically exempt from CEQA.

RECOMMENDATION: That the City Council adopt the Draft Resolution approving Conditional Use Permit 9-2005, subject to conditions of approval.

ATTACHMENT:

1. Complete Staff Report

[Signature]

Appropriated/Funded: Item No. 17
CITY COUNCIL AGENDA: NOVEMBER 15, 2005

PUBLIC HEARING - STAFF REPORT

TITLE: CONDITIONAL USE PERMIT 9-2005

APPLICANT: T Mobile
1755 Creekside Oaks Drive, Suite 190
Sacramento, CA 95833

SPECIFIC REQUEST: Conditional Use Permit 9-2005 proposes to allow the construction of a 90 foot high communications tower.

PROJECT DETAILS: Conditional Use Permit 9-2005 proposes to allow the construction of a communications tower and accessories related to operation for that site located at the rear of the parking lot of an existing church located at 1641 West Henderson Avenue in the R-1 (One Family Residential) Zone. The tower would stand approximately 90 feet tall. The top of the tower will have a triangular design to allow for six (6) antennas. The design of the tower will allow for six (6) additional antennas below the top of the tower. The installation will include two (2) proposed equipment cabinets with two (2) future cabinets proposed. The proposed cabinets will sit on an 8'x20' concrete slab. The cabinets will be screened from view and enclosed behind a six feet (6') chain link fence and gate with wood slats in an area of 25'x25'. A parking lot light will be attached approximately 25' from the base of the tower to provide lighting for the existing parking lot at the rear of the church.

Existing conditions on the site permit single family residential uses to include churches with an approval of a Conditional Use Permit. The location of the tower will be located on an existing decomposed granite portion of the overflow parking area.

Section 2103 A-9 of the Porterville Zoning Ordinance allows for radio or television transmitters and receivers subject to a Conditional Use Permit.

GENERAL PLAN AND ZONING: The General Plan designates the site as Low Density Residential. The subject site is zoned City R-1 (One Family Residential).

SURROUNDING ZONING AND LAND USE:
North: City R-1- Existing church, Henderson Avenue and a developed single family residential subdivision.
South: City R-2 - Vacant land and a developed single family residential subdivision.
East: City C-1 (D) - Vacant parcel, Newcomb Street and Veteran's Park.
West: City R-3 - Vacant land and two (2) proposed church sites.

STAFF ANALYSIS: The two (2) recent proposed communication towers approved by the City Council were located in areas with existing commercial structures surrounding one of the sites and dense foliage with mature full grown trees that partially obscure the other sites from public view.
The proposed site is located in the residential zone and is currently developed with a church and appurtenant parking. The vacant site to the south and west is proposed for Medium and High Density Residential uses. Upon development of that site, residential uses will abut the proposed site.

The Project Review Committee on July 27, 2005, advised the applicant that the property owners in the residential subdivision to the south of the site have voiced their protest regarding a prior project to the west and south of this site regarding multiple family residential development. It is Staff's opinion, that placement of a 90 foot high tower at this location may result in neighborhood opposition.

In regard to the aforementioned, it is Staff's opinion that the construction of this tower, will definitely reduce the visual aesthetics of this area predominantly developed with residential and future residential uses in this area.

Section 2103 A-8 of the Porterville Zoning Ordinance allows for radio or television transmitters and receivers subject to a Conditional Use Permit.

ALTERNATIVES TO THE PROJECT AND THEIR EFFECT:

1. No project. Denial of the proposed Conditional Use Permit would not allow the applicant to construct the tower at this location.

2. Approve the project. Approval of the request would result in the applicant being conditionally allowed to construct the tower and associated equipment on this site.

ENVIRONMENTAL: Pursuant to Section 15301 A&B (Area where all public services and facilities are available to allow for maximum development permissible by the General Plan and area in which the project is located is not environmentally sensitive), the project is categorically exempt from CEQA.

DATE FILED FOR PROJECT REVIEW COMMITTEE PROCESSING: July 27, 2005

DATE ACCEPTED AS COMPLETE: October 3, 2005

RECOMMENDATION: That the City Council adopt the Draft Resolution approving Conditional Use Permit 9-2005, subject to conditions of approval.

ATTACHMENTS:
1. Locator map
2. Site Plan, tower layout and elevation plan (Exhibit “A”)
3. Application
4. Notice of Exemption
5. Draft Resolution conditionally approving Conditional Use Permit 9-2005
APPLICATION FOR CONDITIONAL USE PERMIT
(See Page 3 of this form for information on preparing and filing this application)

The Applicant(s) Doniphan Communication 1-Mobil is/are the owner(s) or tenant(s) of property situated at 1641 W. Henderson between Newcomb Street/Avenue and Henderson Street/Avenue. Exact legal description of said property being (Use separate sheet if necessary)

North 415 ft. of the West 390 ft. of the East 525 ft. of the Northeast Quarter of Section 28 Township 21 South, Range 27 East Mount Diablo line Meridian

As applicable, a Plot Plan and 300' radius property owners map, and corresponding mailing list are hereto attached and made a part of this application (see detailed instructions on Page 3 of this form).

(A) Above described property is owned by 1st Southern Baptist Church

Date acquired July 18, 1969

(B) If applicant is the lessee, give date property was leased:

May 31, 2005

(C) List below the original deed restrictions, if any, that were placed on the property which pertain to the type of improvements permitted.

Give date said restrictions expire N/A

(You may attach copy of original printed restrictions in answer to this question after property underlining those features controlling the type and class of uses permitted thereby).

(D) REQUEST: The applicant requests a Conditional Use Permit to USE the above described property for the following purposes:

(Use this space ONLY to state exactly what is intended to be done, on or with the property).

See attached project description.
NOTE: The basic purpose of the Conditional Use Permit Article of The City Zoning Ordinance is to assure that the design and subsequent operation of a conditional use will be reviewed in order to carry out the purposes of the Ordinance and to protect the public health, safety and welfare, due to the unique and special characteristics of such uses.

1. State how the proposed use will not be materially detrimental to the public welfare or injurious to property or improvements in such vicinity and zone in which the use is proposed to be located. Project will not produce any noise, smell, odor or pollutants. This tower site will provide needed network coverage for T-Mobile and will give additional parking lot lighting for the church.

2. Principal requirements of intended use (Please answer the following statements, if applicable):

(a) Total number of people that the building (or grounds if the use is not conducted in a building) can accommodate at one time (Seating Capacity).

N/A

(b) Total number of employees that will work on the property.

N/A

(c) Total number of off-street parking spaces provided or planned.

N/A

(d) Maximum height of buildings or structures.

93' - 2" to top of antennas

(e) If the application is not intended to be for a permanent conditional use, state the length of time for which it is requested.

Permanent
We, the undersigned OWNERS of ADJACENT PROPERTY as shown upon the map attached to the application, hereby certify that we have read the foregoing petition and agree that the facts stated correctly and completely present the conditions surrounding the property involved in the application, and believe the application SHOULD BE GRANTED (Add additional sheets where necessary. These signatures are desirable but not required).

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**APPLICANT'S DECLARATION**

STATE OF CALIFORNIA  )
COUNTY OF TULARE   ) ss.

I (WE), **Omnipoint Communication Inc. DaH T-Mobil** being duly sworn, declare and say that I am (we are) the owner (lessee or agent) of property involved in this application and that I (we) have completed this application and all other documents and maps required hereby to the best of my (our) ability and that the statements and information above referred to are, in all respects, true and correct, except, as to the matters stated to be on my information and belief.

I declare under penalty of perjury that the foregoing is true and correct, executed at **Stockton, CA** this 30th day of Sept, 2005.

Telephone No. 209. 644. 3630


Signature

Baran Telecom Contractor for T-Mobile

1755 W. Hammer Ln. Ste. 12/SHKn, CA. 95209

Mailing Address

This is to certify that the foregoing application has been inspected by me and has been found to be thorough and complete in every particular and to conform to the rules and regulations of the City of Porterville governing the filing of such application.

By

Date Received
NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk
County Civic Center
Visalia, CA 93291

FROM: City of Porterville
291 N. Main Street
Porterville, California 93257

T-Mobile
1755 Creekside Oaks Drive, Suite 190
Sacramento, CA 95833

Conditional Use Permit 9-2005
Project Title

At the rear of the church located at 1641 West Henderson Avenue.
Project Location (Specific)

City of Porterville
Tulare
Project Location (City) Project Location (County)

Conditional Use Permit 9-2005 proposes to install a 90 foot high communications tower. The top of the tower will be triangular in shape allowing for six (6) proposed antennas. The proposed tower would allow for six (6) additional antennas, however, none are proposed at this time. The subject site is located in the R-1 (One Family Residential) Zone.

Description of Nature, Purpose, and Beneficiaries of Project

City of Porterville
Name of Public Agency Approving Project

T-Mobile, 1755 Creekside Oaks Drive, Suite 190, Sacramento, CA 95833
Name of Person or Agency Carrying Out Project

Exempt Status: (Check One)

Ministerial (Section 15073)
Declared Emergency (Section 15071 (a))
Emergency Project (Section 15071 (b) and (c))

X Categorical Exemption. State type and section number: 15301 A&B

Area where all public services and facilities are available to allow for maximum development permissible by the General Plan and area in which the project is located is not environmentally sensitive.

Reasons why project is exempt

Bradley D. Dunlap, Community Development Director
Contact Person

If Filed by Applicant:
1. Attached certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the projected?  Yes:  No:

Date Received for filing: ________

Signature
Community Development Director
Title

ATTACHMENT
ITEM NO. 61
RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF CONDITIONAL USE PERMIT 9-2005 TO ALLOW THE CONSTRUCTION OF A 90 FOOT HIGH COMMUNICATIONS TOWER AND RELATED EQUIPMENT IN THE R-1 (ONE FAMILY RESIDENTIAL) ZONE FOR THAT SITE LOCATED AT THE REAR OF AN EXISTING CHURCH LOCATED AT 1641 WEST HENDERSON AVENUE

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of November 15, 2005, conducted a public hearing to consider Conditional Use Permit 9-2005, being a request to allow the construction of a 90 foot high communications tower and related equipment in the R-1 (One family Residential) Zone for that site located at the rear of an existing church located at 1641 West Henderson Avenue; and

WHEREAS: The City Council made the following findings with respect to the subject project:

1. That the proposed project is consistent with the site’s General Plan land use designation and zoning.

   The Land Use Element of the General Plan designates the site for Low Density Residential uses. The existing R-1 zoning is consistent with the General Plan.

   Section 2103 A-8 of the Porterville Zoning Ordinance allows for radio or television transmitters and receivers subject to a Conditional Use Permit.

2. That the site is physically suitable for the type of development proposed.

   The subject site is flat and has medium to coarse textured soils with a high water infiltration rate. As a result, the project as proposed will not be effected by expansive soils.

3. That the design of the project or the proposed improvements are not likely to cause substantial environmental damage.

   An on-site inspection was conducted, with the exception to landscaped areas around the church, no environmentally sensitive areas are located at this site.

4. Pursuant to Section 15301 A&B (Area where all public services and facilities are available to allow for maximum development permissible by the General Plan and area in which the project is located is not environmentally sensitive), the project is categorically exempt from CEQA.
5. That the proposed location of the project and the conditions under which it will be operated and maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

6. That the standard of population density, site area dimensions, site coverage, yard spaces, height of structures, distance between structures, off-street parking facilities, and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit 9-2005, subject to the following conditions:

1. Upon submittal of a building permit the following will be required:
   a. Submit three (3) complete sets of plans, signed by a licensed Architect or Engineer, to include structural calculations.
   b. Compliance with all applicable codes is required.
   c. Plan check fees are required at the time of building permit issuance.
   d. Pay all other fees at time of permit issuance.

2. The electrical cabinets will be required to be enclosed behind a six feet (6') high cyclone fence with slats placed in the fence.

3. That the pole and all associated antennas shall be non-reflective, with a treatment color designed to diminish the visual impact on the skyline.

4. That an FAA clearance form will be required to be submitted at the time of building permit submittal.

5. That a signed letter by the property owner authorizing the placement and location of the proposed structure will be required at time of building permit submittal.

6. The developer/applicant shall pay all applicable fees in accordance with the Municipal Code and State law. Fees are subject to change annually. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
7. The development of the proposed antenna and related improvements shall conform to the approved plans labeled as Exhibit “A”.

8. That the six (6) unused antenna locations on the tower below the top of the proposed antennas will be available for co-location by future service providers and will not require any future approval by the City Council.

9. The facility shall be designed, constructed and operated in compliance with all provisions of State law, Federal law, FCC regulations, the City of Porterville Zoning Ordinance, Municipal Code, and adopted City Standards and Specifications, adopted Building Codes and all other applicable laws and ordinances.

10. The Conditional Use Permit shall become null and void at the expiration of the term thereof, or if not undertaken and actively and continuously pursued within the time specified in the permit or within one (1) year if no time is specified therein.

11. All on-site lighting shall be installed to direct light to the ground in a manner that minimizes light spill over and glare at adjacent properties. Cut-off shields may be required on light fixtures to restrict light and glare spillover.

________________________________________
Kelly West, Mayor

ATTEST:

John Longley, City Clerk

By  _______________________________
    Georgia Hawley, Chief Deputy City Clerk
COUNCIL AGENDA - NOVEMBER 15, 2005

SUBJECT: SECOND READING - ORDINANCE NO. 1674 ZONE CHANGE NO. 8-2005 (Annexation 458)

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: Ordinance No. 1674 approved Zone Change 08-2005 (Pre-zoning) changing the existing County R-1, R-2, C-1, A-1, and R-1-217 Zone to City R-1, R-2, and C-1 (D) for the area located south of Morton Avenue and west of Prospect Street, in the westerly portion of the community. The ordinance was given a First Reading on August 2, 2005, and has been printed.

RECOMMENDATION: That Council give Second Reading to Ordinance No. 1674, waive further reading, and adopt said ordinance.

ATTACHMENT: Ordinance No. 1674
ORDINANCE NO. 1674

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ZONE CHANGE 08-2005 (PRE-ZONING) ) TWO
UNINCORPORATED ISLANDS CONSISTING OF 62.8± ACRES AND
APPROXIMATELY 193 PARCELS AND 86.2± ACRES AND APPROXIMATELY
289 PARCELS, LOCATED SOUTH OF MORTON AVENUE AND WEST OF
PROSPECT STREET, IN THE WESTERLY PORTION OF THE COMMUNITY

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of August 2, 2005, conducted a public hearing to consider Zone Change 08-2005 (Pre-Zoning), to change the existing County R-1, R-2, C-1, A-1, and R-1-217 Zone to City R-1, R-2, and C-1 (D) for the area located south of Morton Avenue and west of Prospect Street, in the westerly portion of the community; and

WHEREAS: In conjunction with Zone Change 08-2005, Annexation 458 proposes to annex two annexation areas generally located south of Morton Avenue and west of Prospect Street, in the westerly portion of the community.

WHEREAS: The City Council of the City of Porterville, after proceedings duly had and taken, and after due and legal notice having been given, as prescribed by Ordinance 1198 of the City of Porterville, and the laws of the State of California, has determined that the public interest would best be served by approval of the proposed prezoning from County R-1, R-2, C-1, A-1, and R-1-217 Zone to City R-1, R-2, and C-1 (D) for the area located south of Morton Avenue and west of Prospect Street, in the westerly portion of the community (62.8± and 86.2± acre areas); and

WHEREAS: The City Council made the following findings in support of the approval of Zone Change 08-2005.

1. That the proposed zoning will conform with the land use designation of the General Plan; and

2. That a Negative Declaration was approved for this project in accordance with the California Environmental Quality Act based on findings of the environmental studies indicating that the Project will not have a negative impact on the environment; and

3. That the Negative Declaration prepared for this project was originally made available for public review and comment; and

4. That this zoning designation will allow for the logical establishment for future Low Density Residential, Medium Density Residential and Neighborhood Commercial uses as supported by the City of Porterville General Plan Land Use Element for the 62.8± and 86.2± acre areas; and

5. That this zoning designation will ensure that any future development of the subject site will be in conformance with existing plans and policies and will not adversely impact the surrounding area.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does ordain as follows:
Section 1: That the following described property in the City of Porterville, County of Tulare, State of California, known as Zone Change 08-2005, is hereby prezoned from County R-1, R-2, C-1, A-1, and R-1-217 Zone to City R-1, R-2, and C-1 (D) for the area located south of Morton Avenue and west of Prospect Street, in the westerly portion of the community (62.8± and 86.2± acre areas) more particularly shown on the attached map, incorporated herein by this reference as Exhibit “A” and Exhibit “B”.

Section 2: It is further ordained that upon consummation of Annexation No. 458, all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show that all of the above described real property is rezoned from County R-1, R-2, C-1, A-1, and R-1-217 Zone to City R-1, R-2, and C-1 (D) for the area located south of Morton Avenue and west of Prospect Street, in the westerly portion of the community.

Section 3: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage and upon consummation of Annexation No. 458.

________________________________________
Kelly West, Mayor

ATTEST:
John Longley, City Clerk

By________________________________________
Georgia Hawley, Deputy
COUNCIL AGENDA - NOVEMBER 15, 2005

SUBJECT: SECOND READING - ORDINANCE NO. 1675 ZONE CHANGE NO. 9-2005 (Annexation 459)

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: Ordinance No. 1675 approved Zone Change 09-2005 (Pre-zoning) changing the existing County R-1, R-1-217, C-1, and C-2 Zone to City R-1 and R-3 (D) for the areas generally located west of Mathew Street and east of Westwood Street in the westerly portion of the community. The ordinance was given a First Reading on August 2, 2005, and has been printed.

RECOMMENDATION: That Council give Second Reading to Ordinance No. 1675, waive further reading, and adopt said ordinance.

ATTACHMENT: Ordinance No. 1675

Item No. 19
ORDINANCE NO. 1675

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ZONE CHANGE 09-2005 (PRE-ZONING) ) CONSISTING OF THREE
UNINCORPORATED ISLANDS CONSISTING OF: 88.7± ACRES AND
APPROXIMATELY 363 PARCELS; 1.2± ACRES AND ONE (1) PARCEL; AND 9.0±
ACRES AND APPROXIMATELY 33 PARCELS GENERALLY LOCATED WEST OF
MATHEW STREET AND EAST OF WESTWOOD STREET IN THE WESTERLY
PORTION OF THE COMMUNITY

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of August
2, 2005, conducted a public hearing to consider Zone Change 09-2005 (Pre-Zoning), to change the existing
County R-1, R-1-217, C-1, and C-2 Zone to City R-1 and R-3 (D) for the areas generally located west of
Mathew Street and east of Westwood Street in the westerly portion of the community; and

WHEREAS: In conjunction with Zone Change 09-2005, Annexation 459 proposes to annex three
annexation areas generally located west of Mathew Street and east of Westwood Street in the westerly
portion of the community; and

WHEREAS: The City Council of the City of Porterville, after proceedings duly had and taken, and
after due and legal notice having been given, as prescribed by Ordinance 1198 of the City of Porterville,
and the laws of the State of California, has determined that the public interest would best be served by
approval of the proposed pre-zoning from County R-1, R-1-217, C-1, and C-2 Zone to City R-1 and R-3 (D)
for the areas generally located west of Mathew Street and east of Westwood Street in the westerly
portion of the community (88.7±, 1.2± and 9.0± acre areas); and

WHEREAS: The City Council made the following findings in support of the approval of Zone
Change 09-2005:

1. That the proposed zoning will conform with the land use designation of the General
   Plan; and

2. That a Negative Declaration was approved for this project in accordance with the
   California Environmental Quality Act based on findings of the environmental studies
   indicating that the Project will not have a negative impact on the environment; and

3. That the Negative Declaration prepared for this project was originally made available
   for public review and comment; and

4. That this zoning designation will allow for the logical establishment for future Low
   Density Residential and High Density Residential uses as supported by the City of
   Porterville General Plan Land Use Element for the 88.7±, 1.2± and 9.0± acre areas; and

5. That this zoning designation will ensure that any future development of the subject site
   will be in conformance with existing plans and policies and will not adversely impact
   the surrounding area.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does
ordain as follows:
Section 1: That the following described property in the City of Porterville, County of Tulare, State of California, known as Zone Change 09-2005, is hereby pre-zoned from County R-1, R-1-217, C-1, and C-2 Zone to City R-1 and R-3 (D) for the areas generally located west of Mathew Street and east of Westwood Street in the westerly portion of the community (88.7±, 1.2± and 9.0± acre areas) more particularly shown on the attached map, incorporated herein by this reference as Exhibit “A”, Exhibit “B”, and Exhibit “C”.

Section 2: It is further ordained that upon consummation of Annexation No. 459, all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show that all of the above described real property is rezoned from County R-1, R-1-217, C-1, and C-2 Zone to City R-1 and R-3 (D) for the areas generally located west of Mathew Street and east of Westwood Street in the westerly portion of the community.

Section 3: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage and upon consummation of Annexation No. 459.

________________________________________
Kelly West, Mayor

ATTEST:
John Longley, City Clerk

By_____________________________________
Georgia Hawley, Chief Deputy City Clerk
ZONE CHANGE 09-2005 AND
ANNEXATION 459 (AREA C) –
PROPOSED ZONING

Quad Knopf

EXHIBIT C

Attachment No. 19-8
COUNCIL AGENDA - NOVEMBER 15, 2005

SUBJECT: SECOND READING - ORDINANCE NO. 1676 ZONE CHANGE NO. 7-2005 (Annexation 457)

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: Ordinance No. 1676 approved Zone Change 07-2005 (Pre-zoning) changing the existing County R-A-217, R-1, R-1-217 Zone to City R-1 for the area located at the southeast corner of State Route 65 and State Route 190. The ordinance was given a First Reading on August 2, 2005, and has been printed.

RECOMMENDATION: That Council give Second Reading to Ordinance No. 1676, waive further reading, and adopt said ordinance.

ATTACHMENT: Ordinance No. 1676

Item No. 20
ORDINANCE NO. 1676

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ZONE CHANGE 07-2005 (PRE-ZONING) CONSISTING OF ONE
UNINCORPORATED ISLAND CONSISTING OF 90.8± ACRES AND
APPROXIMATELY 119 PARCELS, GENERALLY LOCATED AT THE
SOUTHEAST CORNER OF STATE ROUTE 65 AND STATE ROUTE 190

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of August 2, 2005, conducted a public hearing to consider Zone Change 07-2005 (Pre-Zoning), to change the existing County R-A-217, R-1, R-1-217 Zone to City R-1 for the area located at the southeast corner of State Route 65 and State Route 190; and

WHEREAS: In conjunction with Zone Change 07-2005, Annexation 457 proposes to annex one annexation area generally located at the southeast corner of State Route 65 and State Route 190; and

WHEREAS: The City Council of the City of Porterville, after proceedings duly had and taken, and after due and legal notice having been given, as prescribed by Ordinance 1198 of the City of Porterville, and the laws of the State of California, has determined that the public interest would best be served by approval of the proposed prezoning from County R-A-217, R-1, R-1-217 Zone to City R-1 for the area located at the southeast corner of State Route 65 and State Route 190 (90.8± acre area); and

WHEREAS: The City Council made the following findings in support of the approval of Zone Change 07-2005:

1. That the proposed zoning will conform with the land use designation of the General Plan; and

2. That a Negative Declaration was approved for this project in accordance with the California Environmental Quality Act based on findings of the environmental studies indicating that the Project will not have a negative impact on the environment; and

3. That the Negative Declaration prepared for this project was originally made available for public review and comment; and

4. That this zoning designation will allow for the logical establishment for future Low Density Residential uses as supported by the City of Porterville General Plan Land Use Element for the 90.8± acre area; and

5. That this zoning designation will ensure that any future development of the subject site will be in conformance with existing plans and policies and will not adversely impact the surrounding area.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does ordain as follows:

Section 1: That the following described property in the City of Porterville, County of Tulare, State of California, known as Zone Change 07-2005, is hereby prezoned from County R-A-217, R-1, R-1-217 Zone to City R-1 for the area located at the southeast corner of State Route 65 and State Route 190 (90.8±
Section 2: It is further ordained that upon consummation of Annexation No. 457, all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show that all of the above described real property is rezoned from County R-A-217, R-1, R-1-217 Zone to City R-1 for the area located at the southeast corner of State Route 65 and State Route 190.

Section 3: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage and upon consummation of Annexation No. 457.

______________________________
Kelly West, Mayor

ATTEST:
John Longley, City Clerk

______________________________
Georgia Hawley, Chief Deputy City Clerk
COUNCIL AGENDA - NOVEMBER 15, 2005

SUBJECT: SECOND READING - ORDINANCE NO. 1683, ISSUING AN EXTENSION OF A TEMPORARY USE PERMIT FOR THE CONTINUED OPERATION OF A REMOTE CONTROL RACE TRACK

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: Ordinance No. 1683 considered a request for a one (1) year extension of time for a remote control car track to continue in use at the site located on the south side of Henderson Avenue, east of Fourth Street. The ordinance was given a First Reading on November 1, 2005, and has been printed.

RECOMMENDATION: That Council give Second Reading to Ordinance No. 1683, waive further reading, and adopt said ordinance.

ATTACHMENT: Ordinance No. 1683

Item No. 21
ORDINANCE NO. 1683

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ISSUING AN EXTENSION OF A TEMPORARY USE PERMIT FOR THE
CONTINUED OPERATION OF A REMOTE CONTROL RACE TRACK AS A
HOBBY/RECREATIONAL USE

WHEREAS: The Porterville City Council, on November 1, 2005, conducted a public
meeting to consider a request for a one (1) year extension of time for a remote control car track to
continue in use. The site is located on the south side of Henderson Avenue, east of Fourth Street.

WHEREAS: The letter of request states they would like an extension for the continued use
of the Remote Control Car Track and that they had not received any complaints caused by the use
of the site.

WHEREAS: On October 19, 2004, the City Council of the City of Porterville by City
Council Ordinance 1659 adopted a temporary use permit to allow an existing remote control car
track to allow temporary structures subject to certain conditions; and

WHEREAS: Chapter 7, Section 7-3.3 of the City Code empowers the City Council to
approve temporary structures in conjunction with residential, commercial or industrial development
or in times of stress or emergency; and

NOW, THEREFORE, BE IT ORDAINED:

SECTION 1: That the City Council of the City of Porterville does hereby issue a permit for
the use of Temporary Structures to apply to the Remote Control Vehicle Race Track located on the
south side of Henderson Avenue, east of Fourth Street, subject to the following condition:

1. That all conditions outlined in City Council Ordinance 1659, attached hereto as
Exhibit “A”, be adhered to.

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

SECTION 3: This ordinance continue to be in effect for the period of one year from its
extension date, and shall be subject to review and reconsideration annually, thereafter.

________________________________________
Kelly West, Mayor

ATTEST:
John Longley, City Clerk

________________________________________
by: Georgia Hawley, Chief Deputy City Clerk
EXHIBIT "A"

ORDINANCE NO. 1659

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ISSUING A PERMIT FOR TEMPORARY USE TO PERMIT THE CONTINUED OPERATION OF A REMOTE CONTROL RACE TRACK AS A HOBBY/RECREATIONAL USE

WHEREAS: Several members of the community have created and established a track for the recreational use and racing of remote control vehicles on an otherwise vacant lot located on the south side of Henderson Avenue, east of Fourth Street; and

WHEREAS: The use of the site is characterized as a hobby style recreational use with no commercial component; and

WHEREAS: The facility is designed and intended to be a temporary use, easily removed when permanent development is proposed; and

WHEREAS: On October 5, 2004, the City Council of the City of Porterville considered the issuance of a permit to allow temporary structures subject to certain conditions; and

NOW, THEREFORE, BE IT ORDAINED:

SECTION 1: That the City Council of the City of Porterville does hereby issue a permit for the use of Temporary Structures to apply to the Remote Control Vehicle Race Track located on the south side of Henderson Avenue, east of Fourth Street, subject to the following conditions:

1. The operators shall pay an amount to the City of Porterville to reimburse the City for the actual cost of processing the permit.

2. The Permit shall expire after one year, unless an extension of time is granted by the City Council. Any complaints received with regard to the facility shall be considered at the time of review.

3. Under no circumstances shall any fee be charged related to the use of the site for a Remote Control Track. Prohibited fees include, but are not limited to; Admissions Fees, Use Fees, Concessions, etc.
4. The consumption of alcohol on the subject site shall be prohibited.

5. Operation of the facility shall be limited to the hours of 8:00 A.M. to 9:00 P.M.

6. The volume of sound at the property line shall not exceed 65dB.

7. Portable handicapped accessible sanitary facilities shall be provided whenever ten (10) or more persons are present.

8. The site shall be watered sufficiently to prevent the generation of dust prior to and during use.

9. A fire hydrant shall be installed upon the construction of any permanent building on the subject site.

10. Permits shall be secured as necessary to ensure that any structures on the site comply with applicable building codes.

11. Except as permitted herein, the site shall be developed and operated in full compliance with the standards of the Zoning Ordinance, Municipal Code and other laws and regulations.

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

SECTION 3: This ordinance continue to be in effect for the period of one year from its effective date, and shall be subject to review and reconsideration annually, thereafter.

______________________________
Pedro R. Martinez, Mayor

ATTEST:

John Longley, City Clerk

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Georgia Hawley, Chief Deputy City Clerk
COUNCIL AGENDA: NOVEMBER 15, 2005

SUBJECT: FARM MANAGEMENT AGREEMENT

SOURCE: Public Works Department

COMMENT: At the September 6, 2005 City Council Study Session, staff presented a report on the City's Farm Management Agreement with Robert Nuckols. During this meeting, Council directed staff to return this issue to a regular Council Meeting for consideration, with independent audits in November.

At the September 20th City Council meeting, the Council agreed to consider terminating the Farm Management Agreement contract, with Robert Nuckols, at the October 4th meeting.

At the October 4th City Council meeting, staff was directed to complete the farming audit, and bring back any issues with the farming operation, with recommendations for modifications, on November 15, 2005.

Background

The current Wastewater Treatment Facility (WWTF) Reclamation Disposal and Farming Program was developed in response to requirements of the Regional Water Quality Control Board (RWQCB) to limit the amount of treated effluent the City can discharge through other methods. The Waste Discharge Requirements (WDRs) and the Cease and Desist Order (CDO) from the RWQCB limited the City to 5.3 MGD and applied many other restrictions on how the City can dispose of effluent. Projects funded with a loan from the California Infrastructure and Economic Development Bank (CEIDB) were developed and approved by the RWQCB.

Property acquisition and development of irrigateable land has been ongoing with approximately 520 acres purchased over recent years. The current inventory of leveled irrigated land is around 465 acres. The goal is to develop approximately 700 acres of irrigated land in order to meet the RWQCB requirements and keep up with the growth of Porterville. Failure to meet the requirements could result in a building moratorium from the RWQCB.

Success with the Regional Water Quality Control Board

The City of Porterville has been successful in keeping the RWQCB staff satisfied with our progress towards implementing the projects necessary to meet the requirements of the WDRs and the CDO. It is important to maintain this good working relationship.
Objectives of the Farming operation

The City funded farming operations are structured to increase efficiency of wastewater disposal through irrigation, mitigate environmental impact through crop uptake of nitrogen, limit groundwater impact and provide for future disposal needs, all in compliance with requirements of regulatory agencies. In particular, the program has been tasked with insuring that the Tulare County Landfill is not compromised by City discharge operations.

Under these stated objectives, the WWTF Farming Program can be separated into three distinct categories – operated under one umbrella budget:

1. **Farming Operations** – Includes individual crop enterprises utilizing wastewater for irrigation and crops that utilize significant portions of the wastewater's nitrogen.

2. **Non-Crop Operations** – Includes activities that bring the program into compliance, but are not fundamentally necessary to the farming operations. These activities are not part of conventional farming practices, i.e. ripping or gypsum application for improved wastewater penetration, at least not at the frequency practiced by the City.

3. **Capital Improvement Projects** – Includes Percolation Pond development and maintenance, and construction and maintenance of the water delivery systems.

These three elements are linked on an operational basis, but can be separated for financial analysis.

The "farming program" has been reviewed extensively at two previous council meetings. On October 4th, staff was directed to bring back this matter on November 15th with a completed audit of the Wastewater Disposal and Farming Program and recommendations to modify the existing Farm Management Agreement.

**AUDIT SUMMARY**

**Audit Preparation**

An internal examination of the financial performance of the program has been completed by John Baker, Superintendent of the WWTF, and Karol
Aure-Flynn, independent agricultural consultant\textsuperscript{1}. The alfalfa-crop cultural practices were reviewed with Carol Frate, Tulare County University of California Cooperative Extension (UCCE) Advisor. Steve Pressley, CPA, independent auditor, is currently auditing city records and has reviewed the farm audit work submitted to him October 25. Staff expects that a summary of Mr. Pressley’s farm audit will be forth coming.

Financial Situation

The financial results over the two fiscal years examined show a loss in farming operations of $100,500 for FY 03/04, and $20,000 for FY 04/05. Overhead and maintenance costs, including non-crop and percolation pond related expenses contributed to additional losses with net losses of $325,800 for FY 03/04, and $236,400 for FY 04/05. (See attached Financial Summary)

Disastrous Wheat Rust Outbreak

For FY 03/04, losses were attributable to a disastrous wheat rust outbreak, poor markets for forage crops and continuation of drought that produced poor results for dryland oat farming. The 04/05 season showed a marked improvement in market and weather conditions, and the program limited its crop plantings to hay crops.

Farming Operation Equivalent to UCCE Estimates

Crop enterprise expenditures and budgets have been compared to UCCE estimates and found to be equivalent. Components of the "farming program", such as harvest costs, have been found comparable to local and available custom farming rates. Non-crop expenses, i.e. weed abatement and land preparation (ripping) specific to improving wastewater penetration, have been separated from operational activities. Capital improvement projects, such as percolation pond development and water delivery systems, have also been segregated.

Lessons Learned From Audit

Whereas the program’s initial intent was for the farming budget to absorb the costs of non-crop and percolation pond expenses, the harsh lessons of unpredictable agribusiness conditions make this intent a lofty goal. Expectations for the program should conclude that there will be years of excellent conditions where financial performance of the "farming program" will break-even and perhaps, be profitable. The rigid constraints of the

\textsuperscript{1}Karol Aure-Flynn has been working with the City on implementing the Farmworks software since Sept. of 2004. She has an MBA from UC Davis and has cross checked the City farming data with UC Cooperative Extension’s accepted farming practices.
program, 5,694 acre feet of effluent per year, will not necessarily allow the flexibility that a pure agricultural operation can achieve.

Crop enterprises are chosen according to criteria that will allow the City to achieve program goals, i.e. wastewater uptake, non-human consumption products, high salts created by effluent irrigation and marketing opportunities. Crop enterprises will naturally evolve over program development. For example, the dryland oats farming enterprise has not contributed well to the program objectives on all basis of evaluation. For the program, the measurement of performance is whether overall objectives are achieved at a cost that is comparable or better than other methods.

An accurate evaluation of crop enterprise performance can only be accomplished through accurate cost allocations across fiscal years. City financial records are kept on a cash-basis, with fiscal year July 1-June 30, this has two impacts on the evaluation of program performance. First, all expenses for long term capital improvement projects, i.e. percolation pond development and maintenance, are expensed at the time of cash outlay, rather than amortized over the life of the activity’s value. Second, many correlated farming expenses and revenues fall on either side of the July 1-June 30 fiscal year, which creates accounting concerns.

Options

1. Continue with the existing contract for the remaining years left on the contract.

   Pros: 1. Allows the farm operation to continue uninterrupted.
          2. Process and procedures familiar to both City and Farmer.

   Con: 1. Expected revenues under current conditions and restrictions will be less than satisfactory.

2. Contract with the current farm manager with modifications and/or adjustments to the present agreement.

   Pros: 1. Allows farm operation to continue with minimal to no interruptions.
          2. Process and procedures familiar to both City and Farmer.
          3. Modified agreement will streamline process, will segregate total operation into “farming” vs. “non-farming” categories and their respective costs.

   Con: 1. Changes to the agreement may not result in significant increases to the farm revenue.
Prepare and distribute RFP's for a new contract after modifications/adjustments have been made to the present agreement.

Pros: 1. Process and procedures familiar to City staff.
2. New farmer may bring in fresh ideas, better equipment.
3. City may realize increase in revenues.

Cons: 1. Potential learning curve for new farmer may result in minor concerns with the RWQCB.
2. Crop restrictions placed on new farmer may make it difficult for farmer to realize a profit resulting in less than satisfactory attention and performance by the farmer.

Prepare and distribute RFP's to lease the land under an alternative farm agreement which removed City managerial controls.

Pros: 1. New farmer may bring in new ideas and better equipment.
2. City may realize increase in revenues.
3. Significant decrease in staff time related to management and oversight of farming agreement.

Cons: 1. Crop restrictions placed on farmer may make it difficult for farmer to realize a profit resulting in less than satisfactory attention and performance by the farmer.
2. Implementation of a new “farm model” may invite RWQCB to re-visit conditions placed on the City by RWQCB with the results being unknown.
3. A more-than-likely chance that the farming operation will be disrupted during the RFP process resulting in an interim contract with the current farmer and/or with a farmer unknown to staff at this point.
4. Requires consent of the current property owner of lease modification.

Recommended Option - Modify Farm Management Agreement

It is staff’s recommendation to modify certain components of the existing farm management agreement to improve the operation. Some items of savings have already been implemented, such as discontinuing the dry farming operations. Other items have been negotiated with Mr. Nuckols and the estimated savings are attached. Some of the recommended changes to save money and streamline the operation include balance sheets for the three sub-programs of the operation, reconcile fiscal to crop
year discrepancies, acreage charges for work instead of hourly rate, pay by the ton versus by the bale, outline expenses involved in management fee, and separation of irrigation, supplies and labor.

RECOMMENDATION: That the City Council:

1. Direct Staff to prepare the modifications to the existing Farm Management Agreement with Mr. Nuckols for the remaining two years; and

2. Authorize the Mayor to sign the revised agreement on behalf of the City.

ATTACHMENTS: Farm Financial Summary Sheet Modifications to Farm Management Agreement
## CITY of PORTERVILLE - WWTF Disposal Program Farming Operations

### Income Statement
2003-2004 2004-2005

<table>
<thead>
<tr>
<th>Farming Operations</th>
<th>03-04</th>
<th>04-05</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INCOME</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alfalfa</td>
<td>113,525</td>
<td>187,089</td>
</tr>
<tr>
<td>Sudan Grass</td>
<td>15,174</td>
<td>50,898</td>
</tr>
<tr>
<td>Oats, Dryland</td>
<td>64,215</td>
<td>69,505 *</td>
</tr>
<tr>
<td>Oats, Irrigated</td>
<td>0</td>
<td>1,674</td>
</tr>
<tr>
<td>Oats, total</td>
<td>64,215</td>
<td>71,178</td>
</tr>
<tr>
<td>Wheat</td>
<td>3,130</td>
<td>0</td>
</tr>
<tr>
<td>Plums</td>
<td>3,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>total income</strong></td>
<td>199,044</td>
<td>309,165</td>
</tr>
<tr>
<td><strong>EXPENSE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alfalfa</td>
<td>160,121</td>
<td>$177,238</td>
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<tr>
<td>Sudan Grass</td>
<td>56,146</td>
<td>$45,933</td>
</tr>
<tr>
<td>Oats, Dryland</td>
<td>76,114</td>
<td>$93,369</td>
</tr>
<tr>
<td>Oats, Irrigated</td>
<td>0</td>
<td>$13,304</td>
</tr>
<tr>
<td>Oats, total</td>
<td>$76,114</td>
<td>$106,673</td>
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<tr>
<td>Wheat</td>
<td>7,225</td>
<td>0</td>
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<tr>
<td>Plums</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>total expense</strong></td>
<td>299,606</td>
<td>329,843</td>
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</table>

### Gross Margin

<table>
<thead>
<tr>
<th></th>
<th>03-04</th>
<th>04-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfalfa</td>
<td>-46,596</td>
<td>9,851</td>
</tr>
<tr>
<td>Sudan Grass</td>
<td>-40,972</td>
<td>4,965</td>
</tr>
<tr>
<td>Oats, Dryland</td>
<td>-11,899</td>
<td>-23,864</td>
</tr>
<tr>
<td>Oats, Irrigated</td>
<td>0</td>
<td>-11,630</td>
</tr>
<tr>
<td>Oats, total</td>
<td>-11,899</td>
<td>-35,494</td>
</tr>
<tr>
<td>Wheat</td>
<td>-4,095</td>
<td>0</td>
</tr>
<tr>
<td>Plums</td>
<td>3,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL Gross Margin</strong></td>
<td>-100,562</td>
<td>-20,678</td>
</tr>
</tbody>
</table>

### Non-Crop Expenses/OH & M

<table>
<thead>
<tr>
<th></th>
<th>03-04</th>
<th>04-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Equipment</td>
<td>177,582</td>
<td>$187,892</td>
</tr>
<tr>
<td>Fuel</td>
<td>10,676</td>
<td>$7,219</td>
</tr>
<tr>
<td><strong>Total Non-Crop Expenses</strong></td>
<td>188,258</td>
<td>195,110</td>
</tr>
</tbody>
</table>

### Percolation Ponds Expenses/OH & M

<table>
<thead>
<tr>
<th></th>
<th>03-04</th>
<th>04-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Equipment</td>
<td>34,206</td>
<td>$20,156</td>
</tr>
<tr>
<td>Fuel</td>
<td>2,775</td>
<td>$499</td>
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<tr>
<td><strong>Total Perc Ponds</strong></td>
<td>36,982</td>
<td>20,655</td>
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</table>

### Net Profit

<table>
<thead>
<tr>
<th></th>
<th>03-04</th>
<th>04-05</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Profit</strong></td>
<td>-325,802</td>
<td>-236,443</td>
</tr>
</tbody>
</table>

### SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>03-04</th>
<th>04-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farming Ops Income</td>
<td>199,044</td>
<td>309,165</td>
</tr>
<tr>
<td>Expense</td>
<td>(299,606)</td>
<td>(329,843)</td>
</tr>
<tr>
<td><strong>Total Farming Ops</strong></td>
<td>(100,562)</td>
<td>(20,678)</td>
</tr>
<tr>
<td>Non Crop</td>
<td>(188,258)</td>
<td>(195,110)</td>
</tr>
<tr>
<td>Perc Ponds</td>
<td>(36,982)</td>
<td>(20,655)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>($325,802)</td>
<td>($236,443)</td>
</tr>
</tbody>
</table>

* 23,000 bales of Oats inventory has been sold payment not yet received
<table>
<thead>
<tr>
<th>Calculation</th>
<th>Current Cost</th>
<th>Post Change Cost</th>
<th>Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agreement Change Considerations</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1. Modify provisions of decreasing management fee for dry land farming,</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Irrigation only 5%/100 ac eliminating dry land reduces</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract for management by about 9% for 421 ac in airport</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>plus 142 ac of Underhill @ 1.6%/100 ac. Total reduced acres by 563 ac.</td>
<td>$ 74,002</td>
<td>$ 6,668</td>
<td></td>
</tr>
<tr>
<td><strong>2. Non-Crop and Percolation Ponds costs to Capital Improvement projects</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>as bid items for all possible land development.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) All laser leveling, calculated on hourly rate, varies depending upon property undulations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Budget and pay for farming (Cultivation) activities on a completed per ac price</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a)努克尔s to buy own twine, currently City paid.</td>
<td>$ 6,145</td>
<td>$ 6,145</td>
<td></td>
</tr>
<tr>
<td>b) Baling cost change to guarantee weight of 115 lbs/bale. Alfalfa Only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 5,440</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. Other changes in management services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Inventory all quantities on hand each June 30.</td>
<td>$ -</td>
<td>NC</td>
<td></td>
</tr>
<tr>
<td>b) Stop dry land farming (done 10/05, weed abatement still required)</td>
<td>$ 46,446</td>
<td>$ 32,000</td>
<td></td>
</tr>
<tr>
<td>c) Provide for irrigation costs as separate budget line item &quot;show new Manag. Fee&quot;</td>
<td>$ 24,375</td>
<td>NC</td>
<td></td>
</tr>
<tr>
<td>d) Pay for cultivation on per acre at reduced rates for 100 acres of new alfalfa</td>
<td>$ 45,500</td>
<td>$ 2,730</td>
<td></td>
</tr>
<tr>
<td>e) Reduction in Harvest costs of 7% overall from $ 270/ac/yr to $251/ac/yr</td>
<td>$ 27,000</td>
<td>$ 1,890</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL POTENTIAL SAVINGS</strong></td>
<td>$ -54,871</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUBJECT: CURBSIDE RECYCLE SELECTION COMMITTEE REPORT AND RECOMMENDATION FOR AWARD OF CONTRACT

SOURCE: CITY ATTORNEY (COMMITTEE MEMBER)

COMMENT: On August 2, 2005, the City Council authorized the City to send out Requests for Proposals for the processing and residual disposal of the City’s residential recyclables. The Council also appointed the City Attorney and the City’s Independent Auditor to the Curbside Recycle Selection Committee. The proposals for the processing of recyclables were due to the City on September 22 and were delivered to the City Attorney on September 28.

Two proposals were submitted to the City in response to the Request for Proposals, and these proposals have been reviewed by the Committee. However, due to the limited number of proposals received, and the ethical constraints placed upon the City’s auditor with respect to his functions as the City’s independent auditor, Mr. Pressley’s role on the Selection Committee was extremely limited, and he has not taken part in making an ultimate recommendation to the City Council.

Proposals were required to contain the means of and location for the baling, processing and sorting of the residential recyclable materials, with the successful proposal providing for all equipment, structures, land, personnel and supplies. The Request for Proposals noted that preference may be given to proposals containing a transfer station option due to the transportation efficiencies and the decreased environmental impact presented by this option. Proposals were also required to contain a public education and outreach program, a marketing plan for the marketing of the recovered materials, a means of disposal of the residual nonrecyclable material, samples of monthly, quarterly, and annual tonnage and financial reports, a cost/revenue plan, a clearly defined billing process with sample invoices, and an implementation schedule. Estimated recovery rates and residual waste rates were required, and the City provided that it would give preference to proposals containing a guaranteed minimum level of recovery. In its Request for Proposals, the City included the following as the minimum criteria upon which its selection would be based:

- Firm and personnel qualifications and experience
- Adequacy of staff available to perform the work
- Demonstrated ability to effectively work with City staff and other public agencies
References
Proposal thoroughness and approach
Demonstrated ability to keep costs down within project budgets
Knowledge of local conditions
Demonstrated record of abiding by terms of contract agreements
Cost of Services Provided

The proposed contract would be for an initial three year term, with an option to extend on a year-to-year basis for up to two additional years with the mutual agreement of the parties.

The two proposals received were from Sunset Waste Paper, Inc. ("SWP") and Waste Management/Recycle America Alliance (operating Tulare County Recycling) (TCR’), and these proposals are summarized below.

**Sunset Waste Paper, Inc.:**

SWP’s proposal addressed all elements of the City’s Request. With regard to Public Outreach and Education, SWP would cooperate with the City and/or the collection contractor by providing information and services for a public education and outreach program. SWP generally does this as part of their collection services. (rather than processing). However SWP has represented that it would provide whatever data or information was necessary in support of the program and would be willing to be present at workshops or promotional programs put on by the City and/or the collection contractor. SWP provided samples of promotional materials that it has used.

SWP proposes to receive the City’s materials at its Material Recovery Facility (MRF) and transfer station in Visalia. SWP has verified that it will be able to accept Porterville’s materials and remain within its permit requirements (100 tons per day) for the facility. The material would be transferred to SWP’s Fresno facility where it would be sorted, baled, and marketed. SWP has roughly estimated the City’s recovery rate at 75-90%. SWP did not guarantee a minimum diversion rate. Residual tonnage is estimated at 350 to 875 tons per year and would be disposed at the American Avenue Landfill in Fresno County, Avenal Regional Landfill in Kings County, or other permitted landfills.

SWP would prepare tonnage reports on a monthly, quarterly and annual basis, detailing the tonnage and type of material received, processed, recovered, marketed and disposed. Financial reports on a monthly, quarterly, and annual basis would also be provided. Certified weight tickets would also be provided. Samples of all reports were included in the RFP.
With regard to the proposed cost/revenue plan, SWP provided two alternatives. The first approach would be direct delivery to its Visalia facility. The City requested cost/revenue figures for every 1% rate of contamination, starting at 5% or less and going up to 25% or more. SWP provided the City’s revenue/cost schedule, with a range of $44.00 per ton paid to the City with 5% or less contamination, to $4.00 per ton paid to the City with a contamination rate of 25% or more. A copy of the full cost schedule is attached to the report; however, the midrange figures show $34.00 per ton paid to the City with a contamination rate of 10% or less, to $24.00 per ton paid to the City with a contamination rate of 15% or less. There would be no additional fees for processing or for the disposal of residuals. SWP has requested (but not insisted) that contamination rates be adjusted on a bi-annual, rather than quarterly basis as requested by the City.

The second approach outlined by SWP is to provide collection and transportation services from a transfer station built and operated by the City. If the City chose this option, SWP would agree to the pick up and transport of the materials it to its facility without any cost or revenue to the City. SWP believes that this is the most cost-effective method for the City, due to savings in fuel and labor costs and other expenses.

**Tulare County Recycling:**

TCR’s proposal met most of the elements requested and/or required by the City. With regard to public education and outreach, TCR proposes to coordinate a program with the City and would agree to develop and print (and/or assist the City in developing) flyers and make presentations to community groups. TCR proposes to allocate $6,000 per year, resulting in a $1.71 per ton decrease in the revenue provided to the City, as more fully discussed under the analysis of the cost/revenue plan below. This amount excludes postage.

TCR proposes to receive and process the City’s materials at its facility in Visalia. TCR committed to processing 100% of the materials received from the City. However, it did not provide an estimated recovery rate (although it did provide a historical rate of approximately 90%), and did not provide a minimum guaranteed rate. Recyclable materials would be marketed through the WM/RAA Marketing Group. TCR did not specify where residual waste would be disposed of, nor did it provide an estimate of the annual residual waste amount, but it did provide that the residuals disposed of would be reported to the City.

With regard to the reports requested, TCR provided an extensive list of reports that it is capable of providing, but no samples were provided.
Concerning its cost-revenue plan, TCR also provided two alternatives. The first proposal would be for direct delivery to its facility and provides for a revenue-based schedule (see Attachment 3). The amounts provided exclude a $15.00 transportation allowance that must be added to each figure. With the transportation allowance added, and the $1.71 allocated to public education/outreach subtracted, TCR has given a range of $31.79 per ton paid to the City with 5% or less contamination, to $22.09 per ton paid to the City with a contamination rate of 25% or more. Midrange figures show $29.37 per ton paid to the City with a contamination rate of 10% or less, to $26.94 per ton paid to the City with a contamination rate of 15% or less.

The second option proposed by TCR is to work cooperatively with the City to identify an acceptable transfer station within the City of Porterville. TCR has entered into a letter of intent with the Porterville Sheltered Workshop to host a transfer station under the contract. While the actual price per ton expense is still being developed, TCR has represented that it’s goal is to provide a base revenue rate of $18.50 per ton (5% contamination or less). Per this model, TCR would pay $16.78 per ton with contamination levels of 5% or less, down to $7.09 per ton with contamination levels of 25% or more.

Recommendation

After reviewing both proposals and checking references, and while both applicants appear to be amply qualified, as between the two proposals I recommend that the City Council enter into a contract with Sunset Waste Paper, Inc., as set forth in the City’s Request for Proposals.

RECOMMENDATION: That the City Council review this report and the proposals and authorize the City to enter into a contract with Sunset Waste Paper, Inc., pursuant to Request for Proposals dated August 15, 2005

Attachments*: 1) August 15, 2005 Request for Proposals
3) Proposal submitted by Tulare County Recycling

*attachments may be included under separate cover.
Attachment 1
CITY OF PORTERVILLE
STATE OF CALIFORNIA

NOTICE INVITING SEALED PROPOSALS
RFP NO. 05/06 - SR 1595

SEALED PROPOSALS will be received by the Purchasing Agent at City Hall, 291 N. Main Street, City of Porterville, California, until 4:00 pm on September 22, 2005 for:

PROCESSING OF RESIDENTIAL RECYCLABLES
AND RESIDUAL DISPOSAL SERVICES

Instructions to Proposers and proposal forms may be inspected at City Hall, 291 N. Main Street, Porterville, California. No proposal will be received unless it is made on a proposal form furnished by the City.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status in any consideration leading to the award of contract. Also, affirmative action by the Contractor will be required to ensure against discrimination in employment practices on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status.

The right is reserved by the City of Porterville to reject any or all proposals, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of said City.

Dated at Porterville, California, this 15th of August, 2005.

Susan Perkins, Purchasing Agent

Publication Dates:

First: August 19, 2005
Second: August 26, 2005
INSTRUCTIONS TO PROPOSERS
RFP NO. 05/06 - SR 1595

All proposals shall be made on the form provided, additional copies of which may be obtained in the office of the City Purchasing Agent of the City of Porterville, State of California, and shall be a sealed proposal, delivered to the Purchasing Agent as required in the “Notice Inviting Sealed Proposals,” on or before 4:00 pm, September 22, 2005.

The City Council reserves the right to accept or reject any proposal offered and to accept that proposal which best corresponds in quality, fitness and capacity to the requirement of the City of Porterville.

Submit one (1) unbound original and four (4) copies of proposal documents.

PROPOSAL REQUIREMENTS:

The Proposer shall respond to all requirements in accordance with the terms & conditions, detailed information regarding the scope of work requirements, description and all schedules herein.

1. The proposal submit:
   1. One page (maximum) cover letter listing company name, address, phone number, fax number, email address, and contract manager.
   2. Name and background of person who will serve as the contract manager with resume detailing most recent experience.
   3. One paragraph descriptions of five most recent and similar experiences. Include a list of references with client name, address, contact name, contact title, contact phone number, and annual program tonnage and residual rates. Please identify any problems encountered over the past five years, as well as how these issues were satisfactorily resolved.
   4. Narrative format for the Operation Plan as set forth by the RFP, including the following components.
      - Public Education & Outreach Program
      - Collection and Transportation of Recyclables
      - Processing of Recyclables
      - Marketing of Recyclables
      - Residual Disposal
      - Report Preparation
      - Cost/Revenue Plan
      - Billing Process
      - Implementation Schedule
5. Cost Proposal, submitted on the "Proposal Form(s)" that follow. The Proposal Form(s) must be fully completed for the proposal to be accepted.

OTHER REQUIREMENTS:

Proposers responding to this RFP are required to submit with their proposal all of the requirements included in the Scope of Work or Services and fully complete and submit "Proposal" document and attachments. Facsimile (fax) proposals will not be accepted.

The Proposal and any accompanying documents shall be submitted in a sealed envelope marked as follows:

"PROPOSAL"

PROJECT TITLE: PROCESSING OF RESIDENTIAL RECYCLABLES AND RESIDUAL DISPOSAL SERVICES, RFP NO. 05/06 - SR 1595

NAME AND ADDRESS OF COMPANY (PROPOSER)"

PROPOSALS SHALL BE DELIVERED TO:

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

INSTRUCTIONS TO PROPOSERS:

Proposal Format: Proposals shall be submitted in accordance with the following Instructions to Proposers and the Scope of Services to receive consideration:

1.0 Proposals shall not contain any modification of the work or services to be done under the scope of the project. Alternative proposals are acceptable when called for. Exceptions to requirements must be clearly identified in writing with full explanations.

1.1 When requested, the Proposer shall furnish a statement of financial responsibility and experience in the Proposal.

1.2 Before submitting a Proposal, the Proposer shall examine and read the enclosed documents, visit the site of the services to be provided if applicable, and be informed as to all existing conditions and limitations.
2.0 This RFP shall not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal made in response to this RFP, or to procure or contract for services.

Interpretation: If any person contemplating the submittal of a proposal for the project is in doubt as to the proposal procedures, such proposer should contact the City’s Purchasing Agent. If he/she is in doubt as to the true meaning of any part of the requirements, work, or other proposed agreement documents, he/she should request that the City’s Purchasing Agent provide a written interpretation or correction thereof. The proposer submitting the request will be responsible for its prompt delivery. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received an RFP. The City will not be responsible for any other explanations or interpretations of the RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of the proposals in response to this RFP. No proposer may withdraw a proposal for a period of sixty (60) days after the scheduled closing time.

Addendum: Any addendum issued during this RFP process shall be made a part of the agreement between the City and the selected contractor/consultant.

Proposal List: Unless receipt of this RFP is acknowledged, in the form of a letter or a "no response," the Contractor name may be removed from the applicable mailing list. Mailing lists are maintained solely as an accommodation to proposers. A "No Response" response may be submitted on company letterhead or via FAX. Purchasing Agent’s FAX: (559) 784-4569.

Late Proposals: Late proposals received after 2:30 pm on September 22, 2005, shall be rejected.

Disputes: In case of discrepancy between words and figures when evaluating the proposals, the words shall prevail; provided, however, that the City reserves the right to construe any proposal according to its true intent where it contains an obvious mistake.

Decision to Reject: The City reserves the right to reject all proposals for any reason or for no reason, to re-advertise a proposal. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this Request for Proposal.

Scope of Work or Services: Proposer shall be deemed an independent contractor/consultant and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior consent. The Services and Work required are included in this RFP and incorporated herein by this reference.

Evaluation/Selection Process:

Evaluation and selection of proposals will be based on the information called for in this Request for Proposal. Proposals will be evaluated by a Selection Committee composed of the City Attorney and
City Auditor. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals. The successful proposer will be alternately referred to as the Contractor in this document.

The City reserves the right to make the selection of a Contractor based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Contractor to perform the services set forth herein. The City of Porterville further reserves the right to reject any or all proposals; to waive any requirements, both the City’s and those proposed by the Contractor; to waive any irregularities or informalities in any proposal or the Request for Proposal process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each Contractor so as to select the Contractor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer’s past performance and the City’s assurance that each proposer will provide services as offered, will be taken into consideration when proposals are being evaluated.

As a minimum, the evaluation of the proposals and selection of the Contractor will be based on the following criteria:

- Firm qualifications and experience, and experience of on-site general manager.
- Adequacy of staff to perform the work.
- Demonstrated ability to work effectively with City staff, other public agencies and related parties.
- References.
- Proposal thoroughness and approach.
- Demonstrated ability to keep costs within project budgets.
- Knowledge of local conditions.
- Demonstrated record of abiding by terms of contract agreements.
- Evidence the Contractor is an Equal Opportunity employer.
- Cost of services proposed.

Prior to the award of contract, the City must be assured that the Contractor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under the contract. If, during the evaluation process, the City is unable to assure itself of the Contractor’s ability to perform under the contract, if awarded, the City has the option of requesting from the Contractor, any information that the City deems necessary to determine the Contractor’s capabilities. If such information is required, the Contractor will be notified and will be permitted seven (7) days to submit the requested information.
Background Check:

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

SPECIAL CONDITIONS

Conflict of Interest: The selected Contractor and any subcontractor may be required to comply with City's conflict of interest code by filing a financial disclosure form entitled "Statement of Economic Interest, Form 700." This will depend on whether the Contractor or subcontractor is a Contractor so defined under the California Political Reform Act and whether the range of duties and the services to be provided under the agreement entails the making or participation in the making of decisions by the Contractor or subcontractor which may foreseeably have a material effect on any financial interest of the Contractor or subcontractor with respect to the agreement and the nature of the services to be rendered will not be limited in scope nor primarily ministerial in nature.

Insurance: The selected Contractor must provide a certificate of insurance in a form acceptable to City's Risk Manager prior to entering into the agreement. The certificate shall evidence the Contractor's insurance coverage in the forms and amounts set forth in Exhibit "A" attached to this RFP. The Contractor shall maintain such insurance as will cover and include the entire obligation assumed in the agreement as well as such insurance as will protect the Contractor from claims and liability under Workers' Compensation Act, personal liability, property damage, and all other claims for damages, including personal injury, and death, which may arise from operations under the agreement. For additional information contact the Purchasing Agent, (559) 782-7451.

Records and Audits: Contractor shall maintain accurate and complete records specifically relating to the Services provided under the agreement. Contractor shall also keep records and books of account showing all charges, disbursements, or expenses made or incurred by Contractor in the performance of the service herein. Records shall be created which are relevant in determining whether Contractor is complying with its obligations hereunder. City shall have the right to inspect and audit the books, records, and other items relating to this Agreement. Contractor shall provide security and retain such records and items for a period of three years from date of final payment under this agreement.

Security of Data: The Contractor agrees that any data provided by the City shall:

1.0 Be kept in confidence and not disclosed to third parties without the prior written approval of City; and

2.0 Not be used in the production, or design of any article or material, report or press release, without City's prior written consent.
These obligations shall survive the termination of the agreement. The Contractor shall return and deliver all data to City upon City's request, and in any event upon the completion or termination of all work hereunder, whichever first occurs, and the Contractor shall be fully responsible for the care and protection of data until such delivery.

**Subcontracting:** Should any proposer contemplate Subcontracting any part of the work or services under the Scope of Work, it shall submit with its proposal a description of the work or service to be done under such subcontracts together with the name of the proposed subcontractors who shall perform any part of the project.

**Taxes:** Except where specifically provided, the proposal fee(s) shall include all federal, state, and local sales, use, transportation, privilege, occupational, and other taxes applicable to service, materials or equipment furnished under the agreement or by the Contractor's payroll. The Contractor agrees to indemnify and save City harmless from and against any liability for any such taxes, or payroll premiums and contributions.

**Termination:** In the event of a lack of funding, or should contractor fail to perform all work as set forth to the satisfaction of the City Council, the agreement may be terminated by the City in whole or in part, by giving the Contractor not less than sixty (60) days written notice of the termination date. Should the agreement be so terminated, the Contractor shall be paid for all authorized services provided through, and including, the date of termination; however, the Contractor shall not be paid any anticipated profit or fees for services not provided.

**Changes:** The agreement shall not be assigned or transferred without the written consent of City. No changes or variations of any kind are authorized without a written and signed amendment to the agreement. The proposed work or services shall be diligently prosecuted in accordance with the project schedule negotiated by the Contractor and the City’s Public Works Department.

**Standard of Performance:**

1.0 The selected Contractor shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. Contractor's personnel shall also reflect their best professional knowledge, skill and judgment.

2.0 If any failure to meet the foregoing warranty appears during the term of the agreement, the City may terminate the agreement and require reimbursement of all expenses necessary to replace or restore such services.

**Indemnity:** The selected Contractor hereby agrees to protect, indemnify, defend and hold harmless the City, its officers, agents, and employees from any and all demands, claims or liability of any nature, including wrongful death, caused by or arising out of the Contractor, its officers, agents or employees negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law
may impose strict liability on the Contractor in the performance or nonperformance of the agreement.

**Interest of Proposer:** At all times the Contractor shall be deemed to be an independent Contractor and the proposer shall not be authorized to bind the City to any contract or other obligation. Under the agreement, the Contractor shall certify that no one who has or will have any financial interest under the agreement is an officer or employee of the City.

**Entire Agreement:** The agreement between City and the selected Contractor will constitute the entire agreement of the parties hereto, and will supersede any previous agreement or understandings. The agreement may not be modified except in writing and executed by both parties.

**Governing Law:** The laws of the State of California shall govern this RFP process and the agreement. All services provided to City shall comply with all policies, rules, and regulations which may be in effect during the term of the agreement, as well as all federal, California and local statutes, ordinances, and regulations.
SCOPE OF SERVICES
RFP NO. 05/06 - SR 1595

The successful contractor will work with the City to maximize the level of recovery of recyclables from the City's residential curbside recycling program; to realize efficiencies in the processing of recyclable materials; to maximize revenues from the sale of recyclable materials; and to ensure the cost effective disposal of non-recyclable, residual material. The successful contractor shall prepare and submit an Operation Plan with the following components:

A. Public Education & Outreach Program

The successful contractor shall describe in detail a cooperative public education and outreach program designed to introduce and encourage participation in the City's curbside recycling program. The successful contractor will be required to cooperate with the City and/or the City's selected collection contractor by providing information and services for a public education and outreach program that should include some or all of the following: billing inserts, flyers, mailers, newsletters, newspaper advertisements, press releases, public service announcements, school visitations to identify recyclable materials to students, special events, surveys, and/or workshops. Preference will be given to contractors who can demonstrate present and past success in conducting public education and outreach programs.

B. Collection and Transportation of Recyclables

The successful contractor shall propose the means of cooperating with the City's selected collection contractor (to be identified through a subsequent RFP process) for transportation of the City's residential recyclable materials from each participating household to a materials recovery facility. Residential refuse service will include a "3-Can" system, incorporating a separate recycling collection container no less than 60 gallons in size. The City's intent is that the types of materials, material sorts, frequency of collection, method of collection, method of transportation and transportation destination for the curbside recycling program will be prescribed and collection, transportation, processing and marketing operations will be coordinated and mutually supportive. The successful contractor may propose a recyclables transfer operation; direct transport by collection contractor; or both. If a transfer operation is proposed, the successful contractor will provide all necessary transfer and/or transportation equipment, personnel and supplies including, but not limited to: land, loaders, permits, scales and transfer trucks. To encourage transportation efficiencies and reduce environmental impact, preference may be given to those proposals which include a transfer operation option.

C. Processing of Recyclables

The successful contractor shall propose the means of, and location for, baling, processing and sorting the City's residential recyclable materials. The successful contractor will provide all necessary buildings, equipment, land, personnel and supplies including, but not limited to, balers, conveyors, loaders, scales, screens, separators and tipping floors, associated with
materials recovery operations. The successful contractor shall estimate the recovery rate to be achieved. Preference will be given to those contractors that can guarantee a minimum level of recovery.

D. Marketing of Recyclables

The successful contractor shall propose a marketing plan for the City's residential recyclable materials.

E. Residual Disposal

The successful contractor shall propose the means for disposing of the residual, non-recyclable material resulting from the processing of the City's residential recyclable material. The successful contractor shall identify the estimated residual tonnage for the City of Porterville.

F. Report Preparation

The successful contractor shall have extensive experience in preparing and submitting reports to cities. The successful contractor will prepare tonnage reports on a monthly, quarterly and annual basis, detailing the quantity and type of material received, processed, recovered, marketed and disposed from the City of Porterville on a per ton basis. Reports shall indicate specific recovered commodity types and prices on a per ton basis. The successful contractor will prepare financial reports on a monthly, quarterly and annual basis, detailing the processing and material marketing costs incurred, the residual transportation costs and disposal fees paid, and the revenues received from marketing recyclable materials. The successful contractor shall include samples of monthly, quarterly and annual tonnage and financial reports in their proposal.

G. Cost/Revenue Plan

The successful contractor shall establish a cost/revenue plan with the City based on percentage of contamination of the processed recyclable materials. The plan shall clearly identify the cost/revenue per ton of material received based on the level of material contamination, at 1% increments from 5% contamination to 25% contamination. Cost/revenue will be adjusted based on contamination level on a quarterly basis. The City reserves the right to select an independent consultant to audit and verify the quarterly contamination level at the processor’s expense.

H. Billing Process

The successful contractor shall clearly define their billing process for costs to be reimbursed by the City and payments to be made to the City. Invoices shall show: the quantity of material received, processed, recovered, marketed and disposed; the costs for processing and disposing of the City's residential recyclable material per ton; the revenues received from the
sale of the various commodities, and the amounts to be paid by the City to the contractor and by the contractor to the City. Such invoices shall be submitted to the City on a monthly basis. Payments from the City will be made upon receipt and acceptance of the monthly financial reports. The successful contractor shall include a sample of a monthly invoice in their proposal.

I. Implementation Schedule

The successful contractor shall provide a detailed schedule for implementing their Operation Plan. The successful contractor shall be able to accommodate the City's processing and residual disposal needs starting on March 1, 2006. The City reserves the right to modify the schedule, with or without explanation.

All proposals shall be reviewed by the City Attorney and City Auditor who will make a recommendation to the City Council.

OTHER TERMS AND CONDITIONS

A. Contractor shall provide the City with either a Faithful Performance Bond or an Irrevocable Letter of Credit in the amount of seventy thousand dollars ($70,000). Said surety will remain in force for the term of the Agreement, including any extending term. Surety will be released thirty (30) days after expiration of the Agreement. All alterations, extension of time or other modifications to the Agreement may be made without consent of the surety or sureties. In the event the Contractor should default, the City may solicit and negotiate for a processing operator in the open market and call the Performance Bond/Letter of Credit to collect from the surety any costs incurred by the City in executing a new Processing Agreement, including any cost increases incurred for the remaining term of the original Agreement.

B. Award of Contract - The Contract is anticipated to be awarded by the City Council at its October 18, 2005 meeting, or as soon thereafter as practical. Contractors submitting proposals will be notified of the Selection Committee’s recommendation for award by October 14, 2005, and will be notified of the Council’s decision on October 19, 2005, or as soon thereafter as it is known. Contractor shall provide City with signed Agreement documents and Performance Bond within fourteen (14) days of formal notice of contract award, and shall be able to provide service effective March 1, 2006, unless another date has been negotiated with the City.

C. Contract - The contract shall consist of the Proposal, the RFP and all attachments, and the Agreement, a sample of which is attached as Exhibit "A".

D. Municipal Business License - Before entering into an agreement for the processing of residential recyclables, the Contractor may be required to obtain a City business license in accordance with Chapter 15, Licenses, City of Porterville Code, Section 24a(40). Contractors submitting proposals may contact the City’s Business License Division at (559) 782-7457 for more information.
PROPOSAL FORM A

CITY OF PORTERVILLE PROCESSING OF RESIDENTIAL RECYCLABLES RESIDUAL DISPOSAL

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City’s residential curbside recycling program and delivered to your facility by the City’s collection contractor. Revenue/cost to City should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, material marketing, public education/outreach, and report preparation/billing services.

Minimum level of recovery of recyclables, guaranteed to the City: _____ percent

Distance from City Hall (291 N Main St) to processing facility: _____ miles

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The Contractor can apply for an adjustment due to increased costs at an amount not to exceed the Engineering News Record 20-City Construction Cost Index.
I ________________________________ am duly authorized to commit my company
(Print Full Name) (Title)
to sell/perform the products and/or services described herein. I understand by signing this quotation
I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this
purchase. By signing this document I agree to comply with all specifications described herein, unless
specifically noted.

Signature ____________________________________ Date ______________________

Company Name __________________________________________________________

Company Address _________________________________________________________

Company Phone Number ________________________________

(PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE)

(1) If Proposer is an individual, enter name here in style used in business; if a joint venture, exact
names of the entities joining in the venture; if a partnership, the correct trade style of the
partnership; if a corporation, the exact name of the corporation under which it is
incorporated.

(2) If Proposer is other than an individual, identify here its character, i.e., joint venture,
partnership, corporation (including state of incorporation), etc. If proposer is an individual
operating under a trade name, state “an individual, dba (trade name in full).”

(3) State on this line the address to which all communications and notices regarding the
proposal, and any Agreement awarded thereunder, are to be addressed.

(4) If Proposer is a joint venture, signature must be by one of the joint venturers; and if one or
both of the joint venturers is a partnership or a corporation, each participating partnership
must sign by a general partner, and each corporation by an authorized officer or employee;
if a partnership, by a general partner; if a corporation, by an authorized officer or employee.
The title of the person signing must appear after his signature. Where Proposer is a
partnership or a corporation, the names of all other general partners, or the names of the
president and secretary of the corporation and their business addresses, must be shown
below:

__________________________________________ ______________________________________

__________________________________________ ______________________________________

__________________________________________ ______________________________________

NOTE: (a) All signatures must be typewritten under written signature.

(b) All addresses must be complete with street number, city and state.
PROPOSAL FORM B

CITY OF PORTERVILLE PROCESSING OF RESIDENTIAL RECYCLABLES
AND RESIDUAL DISPOSAL

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City's residential curbside recycling program and delivered to your transfer operation as specified in an attached transfer operation proposal outline. Revenue/cost to City should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, transfer services, material marketing, public education/outreach, and report preparation services.

Minimum level of recovery of recyclables, guaranteed to the City: _____ percent

Distance from City Hall (291 N Main St) to processing facility: _____ miles

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The Contractor can apply for an adjustment due to increased costs at an amount not to exceed the Engineering News Record 20-City Construction Cost Index

I ___________________________________________ am duly authorized to commit my company (Print Full Name) (Title) to sell/perform the products and/or services described herein. I understand by signing this quotation I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Signature ______________________________________ Date __________________

Company Name __________________________________________________________

Company Address __________________________________________________________

Company Phone Number ______________________________________________________

(PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE)

(1) If Proposer is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.

(2) If Proposer is other than an individual, identify here its character, i.e., joint venture, partnership, corporation (including state of incorporation), etc. If proposer is an individual operating under a trade name, state “an individual, dba (trade name in full)”.

(3) State on this line the address to which all communications and notices regarding the proposal, and any Agreement awarded thereunder, are to be addressed.

(4) If Proposer is a joint venture, signature must be by one of the joint venturers; and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses, must be shown below:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

NOTE: (a) All signatures must be typewritten under written signature.

(b) All addresses must be complete with street number, city and state.
NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California  )
 ) ss.
County of _________  )

______________________, being first duly sworn, deposes and says that he or she is the
______________________ of __________________ the party marking the foregoing proposal that
the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the proposal is genuine and not collusive
or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to
put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or
agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from
proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the proposal price of the proposer or any other
proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other
proposer, or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the proposal are true; and further,
that the proposer has not, directly or indirectly, submitted his or her proposed price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay any fee to any corporation, partnership, company association, organization, bid depository, or
to any member or agent thereof to effectuate a collusive or sham proposal.

Subscribed and sworn to before me on ________________.

Notary Seal

______________________
Notary Signature

(Note: This is a Jurat)
PROPOSAL FOR

PROCESSING OF RESIDENTIAL RECYCLABLES AND RESIDUAL DISPOSAL SERVICES

(RFP NO. 05/06 – SR 1595)

Prepared for:
Susan Perkins
Purchasing Agent
City of Porterville
291 N. Main Street
Porterville, CA 93257

Prepared by:
Sunset Waste Paper, Inc.
1707 E. Goshen Avenue
Visalia, CA 93292-3156
(559) 739-1595

September 22, 2005
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   3. Processing of Recyclables  
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   7. Cost/Revenue Plan  
   8. Billing Process  
   9. Implementation Schedule  
E. Cost Proposal
September 22, 2005

Mr. Susan Perkins
Purchasing Division/Finance Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

REQUEST FOR PROPOSAL (RFP): 05/06-SR 1595

Dear Ms. Perkins:

Attached is the proposal from Sunset Waste Paper (SWP) for the processing of curbside-collected recyclable materials. SWP has the proven technical, operational, and financial ability to process and market the City’s recyclables with maximum diversion and efficiency. Our extensive experience and expertise will assist the City of Porterville in reaching its recycling goals.

SWP is a family-owned and operated business that has been providing recycling and waste management services in the San Joaquin Valley for over 30 years. The principals of the firm have been well-established leaders and innovators in the industry for the better part of their lives. The company is a closely held, family owned, California corporation.

SWP’s work has historically been for cities in the central San Joaquin Valley (Visalia, Fresno, Parlier, Sanger, Delano, etc.). Sunset prides itself on its ability to work closely with City staffs, and views this as a critical element of its past and future success. Our references will support SWP as a solid, reliable and efficient city contractor.

As you are aware, SWP owns and operates a Material Recovery Facility in the City of Visalia that is permitted to process up to 100 TPD of recyclables. The site covers five acres and has sufficient space, capacity and equipment to optimize diversion and provide quick turnaround for collection vehicles. Upon delivery of the material, the City’s recyclables will be transferred via walking floor truck and trailers to SWP’s state of the art processing facility located in the City of Fresno.

Both facilities are staffed by experienced employees and are trained specifically in the processing and marketing of source-separated recyclable materials.

SWP continues to be actively involved as an equal opportunity employer and in the regeneration of our local area and its people. To this end, the Company employs people without regard to race, gender, religious affiliation or any other standard beyond experience and ability to do the job. We give priority to hiring from our surrounding neighborhoods and communities, and participate in employee Welfare to Work, Enterprise Zone, and Empowerment Zone programs.

The Company will be glad to provide any further information or to participate in an interview.

Best Regards,

John Mohoff
Sunset Waste Paper, Inc.
1707 E. Goshen Avenue
Visalia, CA 93292
jmohoff@sunsetwastesystems.com
(559) 739-1595 / (559) 739-0437 fax
CONTRACT MANAGER
JOHN MOHOFF – Sunset Waste Paper, Inc. – General Manager and Corp. Secretary

John Mohoff represents the third of the three generations of the Mohoff family that has been involved in the Fresno/Visalia area for decades; he personally has 12 years of direct operational and administration experience in the recycling and waste management industry. Mr. Mohoff has experience in all facets of the business, from yard utility foreman, driver, sales consultant, operations manager and finally general manager.

Other current projects, for which Mr. Mohoff plays a key role, include the development of the company’s access to international markets, primarily Mexico, China and other Pacific Rim countries. Additionally, John Mohoff is responsible for supervising and developing the Company’s recycling and public outreach program, and is in charge of the Company’s Marketing and Material Market Research Teams.

Mr. Mohoff is an active member of the Solid Waste Technical Advisory Committee for Tulare County, and currently serves as President of the Fresno County Solid Waste and Recycling Association. Congressman George Radanovich and Tulare County Supervisor Charles Harness have also recognized Mr. Mohoff for his commitment to the City of Visalia and the surrounding communities.

John Mohoff will serve as the Project Manager to the City of Porterville and will be responsible for coordinating all efforts between the City and Sunset Waste Paper.
SIMILAR EXPERIENCES & REFERENCES
COMPANY HISTORY AND QUALIFICATIONS

Sunset Waste Paper, Inc. is a California Corporation, and is a family-owned and operated company. The primary principals, Bill Mohoff and Anthony Lisenko, have been actively involved in solid waste collection and recycling in the San Joaquin Valley since 1967. Sunset Waste Paper Company, Inc. is a “sister” company to the original founding company—Sunset Sanitation Services.

Operating as Sunset Sanitation Service, the company began with a single truck and a small Tulare County route. Through the 1970’s Sunset Sanitation experienced a steady climb in growth until the early 1980’s when the company expanded rapidly, acquiring routes and contracts throughout Tulare, Kings, and Fresno counties.

Beginning with the award of the exclusive permit to haul waste within the county area of Tulare County, Sunset Sanitation, with hard work and a reputation for providing good service, went on to acquire several state, county, municipal, and industrial contracts. Among them were exclusive permit areas in Kings County, Tulare County, Avenal, Armona, Corcoran, Farmersville, Fowler, Huron, Mendota and Selma and agreements to provide waste hauling services for numerous San Joaquin Valley farms and businesses.

The growth and success of Sunset Sanitation was attributed to three basic principles: providing quality service to the customer, maintaining operational and administrative efficiency and fostering innovation in order to augment the efficacy of service quality and efficiency.

Sunset Sanitation was the leader in automated trash collection, introducing the first automated system in the San Joaquin Valley to the City of Corcoran. Other municipal and private haulers in the tri-county area observed the success of this early system and eventually they patterned other systems using Corcoran as a model. In 1990 yet another innovation was introduced in the form of a green waste collection program. It was the first of its kind in the valley and was implemented in the City of Selma.

By the late 1980s, Sunset Sanitation had grown to thirty-five trucks and was doing in excess of 6 million dollars in revenue per year. In October of 1990, the company merged with a national waste hauler, Western Waste Industries. Shortly after the merger the principals of Sunset Sanitation began work as Western Waste employees and concentrated on acquiring one of the largest municipal contracts in the nation, the City of San Jose’s RECYCLE PLUS contract. After a year of intense effort, the City of San Jose’s RECYCLE PLUS contract was awarded to Western Waste Industries.

The two principals, William Mohoff and Anthony Lisenko, now devote their efforts to Sunset Waste Paper, Inc. With years of experience and solid reputations behind them, the management team of Sunset Waste Paper, Inc. is now employing the same principles that propelled their former company to a position of leadership within the industry. Sunset Waste Paper’s corporate philosophy and belief system have helped the company
win the recycling contracts for two of the largest cities in the Central Valley, the City of Fresno, and the City of Visalia. In addition, Sunset Waste Paper is proud of its contracts with the cities of Biola, Delano, Merced, Parlier, Sanger, Reedley, Woodlake, and Fresno County. As a result of these contracts, SWP has built an innovative, state of the art, recycling facility in Fresno to compliment the existing Visalia facility.

PROFESSIONAL REFERENCES / RECYCLING EXPERIENCE

References for similar projects performed under Sunset Waste Paper are as follows:

Client Name: **City of Sanger** (52% Diversion Level)

*Residential and Multi-family Recyclable Collection and Processing*

Address: 1700 Seventh Street  
Sanger, CA 93657-2898  

Contact: Mr. Eddie Villagomez - Solid Waste Supervisor  
Contact Number: (559) 875-6513  
Annual Program Tonnage: 1,596 TPY  
Residual Rates: 15%

**History:** SWP acquired the City of Sanger’s Curbside Recycling Contract in 1996. In July of 2001, SWP was awarded a 15-year extension based upon the success of the previous program and the implementation of a fully automated-curbside program. The old recycling program complimented the City-operated solid waste collection program by featuring the use of a 22-gallon container for the collection of commingled recyclables. Residents were asked to place their recyclable items which include but are not limited to: newsprint, junk mail, cardboard, mixed paper, glass containers, aluminum containers, plastic containers and tin. Collection is provided weekly, and on the same day as green waste. The partnership between Sanger and SWP was and continues to be a huge success. The city’s diversion rate has risen from approximately 34% to 52%. The residents of Sanger rallied around the program; nearly 70% of all households participated in the citywide recycling program. In comparison to Fresno’s previous tub collection system, only 25% of Fresno households participated in the weekly recycling program. In addition, SWP provides a multi-family recycling program. The service is provided to dwellings with 6 or more units. The program accepts the same recyclable items as the household program. SWP places blue 96-gallon Toters near the city’s disposal containers. Each resident is given a brochure explaining the program; in addition, an instruction manual is placed on the individual containers to ensure proper use. Since the implementation of the new program, Sanger’s residents are generating approximately 50% more recyclables. The new automated program accepts the same type of material as the old program, however the larger container allows each household to recycle a greater volume of material. The success of the Sanger program can be attributed to several factors, which include simplicity, convenience, service, hard work, and a commitment from Sanger and SWP’s staff.
Client Name: **City of Reedley** (80% Diversion Level est.)

*Residential and Multi-family Recyclable Collection and Processing*

Address: 845 “G” Street
Reedley, CA 93654

Contact: Mr. David Brletic, City Planning - Recycling Coordinator
Contact Number: (559) 637-4200
Annual Program Tonnage: 1,128 TPY
Residual Rates: 8.5%

**History:** The City of Reedley and SWP entered into a contract to provide recycling collection services in March of 2001. The program was modeled after the successful Sanger program. The results have been almost identical. Just over 60% of Reedley households place their 22-gallon recycling container at the curb on a weekly basis. As in Sanger, SWP also operates a multi-family recycling program. A City-run commercial paper collection program compliments the two SWP programs. On a weekly basis the City of Reedley collects 96-gallon containers filled with cardboard and mixed paper from local businesses that request the service. Once collected, the material is brought to SWP’s Visalia Facility. The City of Reedley’s program has diverted an additional estimated 15%. The current diversion level is now estimated to be 80%.

Client Name: **City of Parlier** (77% Diversion Level)

*Municipal Solid Waste and Green Waste Curbside Recyclables Collection*

Address: 1100 E. Parlier
Parlier, CA 93648

Contacts: Mr. Rudy Vela - Public Works Director
Contact Number: (559) 646-3545
Annual Program Tonnage: 7,704 TPY
Residual Rates: 10%

**History:** SWP was awarded the City of Parlier’s Solid and Green Waste Collection Contract in April of 2001. The City’s current recycling program consists of greenwaste collection. Nearly every greenwaste collection program within the Central Valley experiences problems with contamination; left unchecked, contamination will affect the price of tipping fees, and the marketability of the material. Parlier’s green waste is considered of good quality. In fact, because of this SWP was able to negotiate a lower tipping fee. The quality can be attributed to SWP’s Monitoring Program. When contamination is found, a SWP Customer Service Representative, removes the contamination, dumps the container, and proceeds to leaves a “red tag” on the customer’s green waste container. The tag is checked with the problem found and the proper remedy. The tag number is then turned into SWP’s dispatch office were it is entered into the database in order to track constant offenders. The program has proven to be very successful, quality has increased, and customer complaints are down.
Client: City of Woodlake (Part of JPA)

*Municipal Solid Waste, Green Waste and Curbside Recyclable Collection*

Address: 350 N. Valencia
Woodlake, CA 93286

Contact: Mr. Ruben de Leon
Contact Number: (559) 564-2317

Annual Program Tonnage: 5,412 TPY
Residual Rates: 30%

**History:** SWP began servicing the City of Woodlake January of 2002. SWP was awarded the City’s contract based on a residential collection program that features a 3-Can System. The system, which was new to the City and to Tulare County, was met with a positive response. SWP lists the City of Woodlake as a reference of the company’s ability to promote and implement a new citywide solid waste and recycling collection program, with minimal customer interruption and increased customer satisfaction. Customer satisfaction was increased due to the understanding and the simplicity of the new recycling program.

Client: City of Fresno (34% Diversion Level)

*Residential and Commercial Recyclables Processing*

Address: 1325 E. El Dorado
Fresno, CA 93706-2014

Contact: Mr. Bob Gedart - Solid Waste Manager
Contact Number: (559) 498-1213

Annual Program Tonnage:
Residual Rates: 23%

**History:** SWP was awarded the City’s Recyclable Processing contract in April of 2000. The newly opened SWP Fresno facility (June 2001) processes over 3,000 tons per month of commingled recyclables, utilizing a state-of-the-art automated sorting line. SWP was issued a special low interest bond from the California Pollution Control Financing Authority for its construction. The bond was awarded to SWP based on the facility’s potential for waste diversion and pollution control.
RFP NO. 05/06-SR1595

REFERENCES

Proposer shall provide a resume of past five years experience in providing processing services. Attach additional sheet, if necessary.

<table>
<thead>
<tr>
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<th>City</th>
<th>Contact Person</th>
<th>Telephone</th>
<th>No. Years</th>
<th>Annual Tonnage and Residual Rate</th>
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DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom Proposer intends to procure insurance and bonds.

MVP Insurance Agency
737 Ben Maddox Way
Visalia, CA 93292
(559) 738-0126
OPERATION PLAN
OPERATION PLAN

A. Public Education and Outreach

SWP has conducted public education and outreach on several municipal contracts, including: Woodlake, Parlier, Visalia, Merced, Biola, and Delano. For this project for Porterville, SWP will cooperate with the City and/or the City's collection contractor by providing information and services for a public education and outreach program that may include some or all of the following: billing inserts, flyers, mailers, newsletters, newspaper advertisements, press releases, public service announcements, school visitations, special events, surveys, and/or workshops.

SWP collection programs stress the importance of a strong public education and awareness program. These programs are the "heart and soul" of any successful recycling program. The Public Education and Promotion Program should be designed to reach the entire community of Porterville. All public education information should be published in English and in Spanish, and on recycled paper. We believe that the educational aspect of the program is one of the most crucial elements to assure a successful and long-lasting program for the residents and businesses of Porterville. These efforts must be ongoing and will serve as the main communication link between the citizens, City Staff and SWP as the contractor. The program should be designed to:

- Give residents a complete understanding of the program.
- Encourage more recycling of materials.
- Explain the program benefits to the City's residents.
- Educate young people on environmental issues and concerns.

The suggested primary elements of the Public Education Outreach Program are:

- Announcements and operational instructions on the new recycling program, and the introduction of the new recycling company in the City.
- Announcement and procedures for receiving, replacing or obtaining additional recycling bins.
- Announcement flyers delivered to each resident and announcements in local schools.
- Special information bulletins on source reduction, explanation of the complete recycling loop, i.e., participation by families, collection, and processing of materials collected, re-manufacturing of recyclable material, and end-use markets distributing product back to the consumer.
- Special public meetings to discuss and explain the program.
- A start-up event that will involve City officials, community leaders, community youth groups, and the general public.
SWP will assist the City’s Project Manager in developing publications and activities regarding public outreach programs. All published material should be printed on recycled paper.

The education and outreach program should put heavy emphasis on all programs that target the young people of the community. We will make special efforts to educate youth groups and arrange for special events at local schools whenever feasible and requested by the schools. SWP will also encourage Porterville’s youth to visit our recycling facility.

It is important that public information and educational efforts be continued throughout the term of the contract with the City. Thus, SWP will assist on follow-up programs and outreach efforts that will be coordinated with and agreed to by the City’s Project Manager.

B. Collection and Transportation of Recyclables

SWP plans to bid the collection RFP as well. In that case, cooperation between the collection and processing will be a moot point. However, if another contractor is awarded the collection contract, SWP will make every effort to cooperate and coordinate with them to make the overall program work as smoothly and efficiently as possible. This is in SWP’s interest as well as that of the collection contractor and the City. Given the long daily operating hours (5:00 a.m. to 10:00 p.m.) and 7 day per week operation, there should be no problem in accommodating the collection trucks coming in from Porterville.

The SWP Visalia MRF has plenty of space for vehicles to weigh in and tip in a minimum of time. This will enable them to quickly return to the routes in Porterville, or to their corporate yard at the end of the day. Tare weights will be recorded for all trucks, so the vehicles will not need to weigh out.

SWP performs such cooperative systems with other haulers and recyclers every day, and this should be a seamless operation and one that maximizes the efficiency of the system for Porterville.

C. Processing of Recyclables

SWP owns and operates a MRF and transfer station in the City of Visalia that is permitted to receive up to 100 TPD of recyclable material and MSW. The facility has capacity under the existing permit to accept, process and market the roughly 16 TPD expected from Porterville. The facility covers five acres and includes the following:

- Office
- Maintenance shop
- Buy-back recycling center (separate from the MRF)
• MRF building (7,700 sf)
• Scale house and electronic scale system
• Processing equipment:
  o 1 65 ft elevated sorting line
  o 1 wheeled loaders
  o 3 forklifts
  o 1 baler
  o 1 portable generator
  o support trucks and trailers

On a daily basis SWP will consolidate, transfer, and transport the City’s material to our Fresno facility, where the material be unloaded, sorted, baled, and marketed to numerous global and domestic market places. The Fresno MRF is located at 2721 S. Elm, and is permitted for up to 2,000 TPD. The facility features:
• Office
• Maintenance shop
• MRF building (55,000 sf)
• Scale house and electronic scale system
• Processing equipment:
  o 1 300ft elevated sorting line
    ■ 2 fiber screens
    ■ Eddy current
    ■ Magnified pulley
    ■ Walking floor baler feed system
  o 3 wheeled loaders
  o 4 forklifts
  o 2 balers
  o 1 portable generator
  o support trucks and trailers

Although it is impossible to estimate the recovery rate for a curbside program that is not yet in existence, based on SWP’s experience in other like communities, we estimate recovery at 75-90%, depending on the quality of the material. With a strong education and outreach program, we would expect to be at the upper end of that range.

It is not possible for SWP to “guarantee” a minimum diversion for a program that is not yet operating, and without even knowing the hauler or the extent of the education and outreach programs.

D. Marketing of Recyclables

Sunset Waste Paper, Inc. (SWP) has 30 years of extensive in-house experience and expertise in marketing all types of recyclables. The Project Coordinator for this project for Porterville, John Mohoff, is in fact in charge
of material marketing for the Company. SWP’s markets include long-term relationships with several of the largest mills and exporters in the United States. Weyerhaeuser, Recycled Fibers, Tzeng Long U.S.A., Anheuser Busch Recycling and Strategic Materials are a few of the customers that we supply with recyclable material.

SWP has a solid reputation and relationship with these customers because of our high volume and the superior quality of the recyclables marketed to their facilities. While SWP is proud of these friendships, our company is continually exploring new market uses for recyclable materials and new technologies for reducing waste and diverting materials from landfills. This exploration is evidenced by SWP’s recent work on hard rigid plastics. Previously discarded plastics such as toys, plastic house ware, videotapes, laundry baskets, hangers, planting pots and other miscellaneous products, are now being recycled in large volumes. These items are currently pulled at our Fresno facility in two separate and strategic locations, which optimizes our ability to reduce residual levels and maximize diversion.

SWP is committed and already experienced in assisting cities in meeting all reporting requirements under AB 939.

E. Residual Disposal

Residual from the Porterville material will be disposed at the American Avenue Landfill in Fresno County, the Avenal Regional Landfill in Kings County, or other permitted landfills.

The residual tonnage from the curbside recyclables for the City of Porterville is estimated at 350 to 875 tons per year.

F. Report Preparation

SWP has extensive experience in reporting to all the jurisdictions it has served over the years, and continues to serve today. This is particularly true of the recycling programs for which diversion and residual disposal reporting are so critical for AB 939 compliance.

Per the RFP, SWP will prepare tonnage reports on a monthly, quarterly and annual basis, detailing the tonnage and type of material received, processed, recovered, marketed and disposed from the City of Porterville. In addition, SWP will prepare financial reports on a monthly, quarterly and annual basis, detailing the processing and material marketing costs incurred, the residual transportation costs and disposal fees paid, and the revenues received from marketing recyclable materials from the City. Certified weight tickets will be provided to the City. Samples of such reports are included at the end of this section of the proposal.
G. Cost/Revenue Plan

Form A in Section 5 of this proposal specifies the cost/revenue associated under this contract with levels of contamination in 1% increments from 5% to 25% or more contamination. The City’s Bid package calls for quarterly contamination level adjustments. Quarterly adjustments would require a composition study to be performed every 3 months. Due to the nature and the level of detail involved in performing these studies, the request is cost prohibitive. In comparison, SWP suggests the performance of biannual studies for the term of the contract. The City will be welcome and encouraged to participate in each and every composition study performed.

Billing Process

SWP has extensive experience in billing jurisdictions for the processing of materials. Per the RFP, SWP will prepare invoices that show: the quantity of material received, processed, recovered, marketed and disposed; the costs for processing and disposing of the City’s residential recyclable material per ton; the revenues received from the sale of the various commodities, and the amounts paid by the City to the contractor and by the contractor to the City.

Such invoices shall be submitted to the City on a monthly basis. Payments from the City will be made upon receipt and acceptance of the monthly financial reports. A sample of a monthly invoice is attached at the back of this section of the proposal.

H. Implementation Schedule

With its existing fully-permitted, staffed, and functional MRF’s located in Visalia and Fresno, SWP, is ready to accept the City of Porterville material whenever the contract is executed – essentially the facility is ready now and could take material tomorrow. The official start date is listed as March 1, 2006, and the facility will certainly be ready then. The 12-15 TPD of material from Porterville can easily be assimilated into the existing operation without the need for additional employees or equipment.

The suggested schedule for implementation of the education and outreach program is as follows:

- Meet with City to align on strategy, programs, and materials (late October 2005)
- Design materials for program (November 2005)
- Complete design and production of materials (December 2005)
- Launch education and outreach programs (January, February 2006)
- Start processing (March 2006)
SAMPLE
FINANCIAL REPORTS

MONTHLY
QUARTERLY
ANNUAL
City of Porterville  
Monthly Financial Report

Date: Aug-05

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<tr>
<td>Tons Times Landfill Charges</td>
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<td>Total Landfill and Transport Cost</td>
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<td>$ 1,942.50</td>
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| Net Revenue | $ 9,836.08 |
| Per Ton     | $ 28.10    |

For Display Purposes Only
City of Porterville
Quarterly Financial Report

Date: January - March 2006

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<td>March</td>
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<td><strong>Total Quarterly Tons Delivered</strong></td>
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**Revenue**

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<tbody>
<tr>
<td><strong>Value Per Ton</strong></td>
<td><strong>$ 158.65</strong></td>
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**Processing and Marketing**

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**Residual Disposal and Transport Cost**

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<td><strong>Tons times Residual %</strong></td>
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<tr>
<td><strong>Total Residual Tonnage</strong></td>
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**Net Revenue**

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**Per Ton**

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<tr>
<td><strong>$ 28.10</strong></td>
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For Display Purposes Only
City of Porterville  
Annual Financial Report

Date: January - December 2006

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<tr>
<td><strong>Total Annual Tons Delivered</strong></td>
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Revenue

| Aggregate Annual Value Per Ton | $ 158.65 | $ 222,114.32 |

Processing and Marketing

| Cost per ton | $ 125.00 | $ 175,000.00 |

Residual Disposal and Transport Cost

| 1,400.00 |  |
| Tons times Residual % | 15% |  |
| Total Residual Tonnage | 210.00 |  |
| Tons Times Landfill Charges | $ 37.00 |  |
| **Total Landfill and Transport Cost** | **$ 7,770.00** | **$ 7,770.00** |

Net Revenue

| $ 39,344.32 |

Per Ton

| $ 28.10 |

For Display Purposes Only
SAMPLE
TONNAGE REPORTS

MONTHLY
QUARTERLY
ANNUAL
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**INDUSTRIAL COMM BULK**

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**Annual Total**
- Res Commingle Mat'l Bulk: 2791.99
- Commercial Commingle Bulk: 961.01
## Recycle Town - Annual Report - 2005

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<td>8039.75</td>
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Annual Total: 8039.75
SAMPLE
MONTHLY INVOICE
# Invoice

**Invoice Number:** 12345  
**Invoice Date:** Sep 30, 2005  
**Page:** 1

**Sold To:**  
RECYCLE TOWN  
1234 W. MAIN STREET  
ANYTOWN, CA 999999

**Ship to:**

<table>
<thead>
<tr>
<th>Customer ID</th>
<th>Customer PO</th>
<th>Payment Terms</th>
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<tbody>
<tr>
<td>RECYCLE TOWN</td>
<td></td>
<td>Net 30 Days</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Sales Rep ID</th>
<th>Shipping Method</th>
<th>Ship Date</th>
<th>Due Date</th>
</tr>
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<tbody>
<tr>
<td>None</td>
<td></td>
<td>10/30/05</td>
<td></td>
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<table>
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<tr>
<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
<td>350.00</td>
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<td>RESIDENTIAL COMMMINGLED MATERIAL</td>
<td>18.50</td>
<td>6,475.00</td>
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- **Subtotal:** 6,475.00
- **Sales Tax:**  
- **Total Invoice Amount:** 6,475.00
- **Payment Received:** 6,475.00
- **TOTAL:** 6,475.00

Check No: [Signature]
SAMPLE
PUBLIC EDUCATION AND OUTREACH
PROGRAM MATERIALS
How to do Recycling Right:

- Use your recycling container (place next to your waste basket in the kitchen)
- Break down (step on and smash) your boxes to save space.
- Remove lids and caps.
- Keep your recyclables clean
  - Rinse out cans and jars before putting them in your bins.
  - Remove all food scraps from boxes before putting them into your bins.
- Empty into recycling bin.

Como Reciclar Correctamente:

- Use su contenedor de reciclables (pongalo al lado de su contenedor de la basura de la cocina)
- Remueva las tapaderos.
- Mantenga sus objetos reciclables limpios
  - Enjuague sus botellas y frascos antes de colocarlos en su contenedor
  - Remueva todo el desperdicio de comida de las cajas antes de colocarlas en su contenedor de reciclables
  - Vacíelo en su contenedor de reciclables

This project was made possible by a grant from:
Esta proyecto fue hecho posible por fondos civiles de:
California Department of Conservation
1-800-RECYCLE
www.conservation.ca.gov

For recycling information, contact the
City of Visalia Solid Waste Department (559) 713-4500
Para más información acerca de reciclaje, llame (559) 713-4500

Printed on recycled paper
RECYCLE THESE
RECICLA ESTO

Soda Bottles
Narrow-Necked Plastic Containers
Milk Containers
Newspaper
Glass Bottles & Jars
Tin Cans
Aluminum Cans
Junk Mail
Paper
Cereal Boxes
Catalogs
Magazines
Telephone Books

Papel
Catalogos
Periodicos
Latas de comida
Botellas de vidrio
Revistas
Botes de aluminio
Correo Comercial
Botellas de refresco
Cajas de cereal
Botellas estrecho plastico
Recipientes de leche
Guias Telefonicos

Kitchen Scraps
Dirty Paper Towels
Dirty Paper Plates
Styrofoam
Candy Wrappers
Plastic Toys
Dirty Diapers

DON'T RECYCLE THESE
NO RECICLA ESTO

Desperdicios de cocina
Servilletas sucias
Platos desechables sucios
Polietene
Envoltura de dulce
Juguetes de plastico
Pañales sucios

To Garbage
A la Basura
COST PROPOSAL
Proposal Form A

City of Porterville Processing Of Residential Recyclables Residual Disposal

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City's residential curbside recycling program and delivered to your facility by the City's collection contractor. Revenue/cost to City's should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, material marketing, public education/outreach, and report preparation/billing services.

Minimum level of recovery of recyclables: guarantee to the city: \( \text{N/A percent} \)

Distance from City of Hall (291 N Main St.) to processing facility: 29.6 miles

<table>
<thead>
<tr>
<th>Contamination Level</th>
<th>Processing Fee</th>
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<tbody>
<tr>
<td>5% or Less</td>
<td>$_4.4\ per ton paid to City or $_\ per ton cost to the City</td>
</tr>
<tr>
<td>6% or Less</td>
<td>$_4.2\ per ton paid to City or $_\ per ton cost to the City</td>
</tr>
<tr>
<td>7% or Less</td>
<td>$_4.0\ per ton paid to City or $_\ per ton cost to the City</td>
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<tr>
<td>8% or Less</td>
<td>$_3.8\ per ton paid to City or $_\ per ton cost to the City</td>
</tr>
<tr>
<td>9% or Less</td>
<td>$_3.6\ per ton paid to City or $_\ per ton cost to the City</td>
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<tr>
<td>10% or Less</td>
<td>$_3.4\ per ton paid to City or $_\ per ton cost to the City</td>
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<tr>
<td>11% or Less</td>
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<tr>
<td>12% or Less</td>
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<tr>
<td>13% or Less</td>
<td>$_2.8\ per ton paid to City or $_\ per ton cost to the City</td>
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<tr>
<td>14% or Less</td>
<td>$_2.6\ per ton paid to City or $_\ per ton cost to the City</td>
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<tr>
<td>15% or Less</td>
<td>$_2.4\ per ton paid to City or $_\ per ton cost to the City</td>
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<tr>
<td>16% or Less</td>
<td>$_2.2\ per ton paid to City or $_\ per ton cost to the City</td>
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<tr>
<td>17% or Less</td>
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<tr>
<td>18% or Less</td>
<td>$_1.8\ per ton paid to City or $_\ per ton cost to the City</td>
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<td>19% or Less</td>
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<td>20% or Less</td>
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<td>21% or Less</td>
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<td>22% or Less</td>
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<tr>
<td>24% or Less</td>
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<tr>
<td>25% or More</td>
<td>$_0.4\ per ton paid to City or $_\ per ton cost to the City</td>
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The Contractor can apply for an adjustment due to increased cost at an amount not to exceed the Engineering News Record 20-City Construction Cost Index.
ALTERNATIVE PRICING PROPOSAL

City Operated Transfer Station

In lieu of the distance traveled from the City of Porterville to our Visalia facility, SWP would propose that the City operate a recyclable material transfer station located at either the Corporation Yard or a site designated by Staff. The operation would be relatively inexpensive to operate and would only require the construction of a dirt ramp, in which a bucket loader could load a bulk materials truck and trailer from “over the top” SWP would send a truck and trailer on a daily basis or as required in order to keep the City’s material from accumulating. The operation of such a site would allow the City to enjoy operational cost savings, by reducing the time and expense associated with traveling to the Visalia area. In addition, the cost savings are expected to be greater than the anticipated revenue earned from the sale of material. Please see the per-forma below:

City Direct Delivery Proposal vs. SWP Alternative Proposal

1. Direct delivery
   a. Revenue
      i. $18.50 per ton revenue
      ii. 5 tons per load
      iii. $92.50 revenue per load
   b. Costs
      i. $75 per hour
      ii. 1.5 hours travel time
      iii. $97.50 cost per load

2. Net effect
   a. ($20.00) per load
   b. 3 trucks per day @ 22 days per month
      i. ($1,320) per month
      ii. ($15,840) per year.

3. SWP will provide collection at a Transfer Station
   a. Free of charge or rebate.

4. Alternative Proposal Benefits
   a. Decreased expenses
   b. Increased productivity
   c. Less wear and tear
   d. Less liability exposure
   e. Increased public safety
   f. Reduced emissions
I, John Mohoff, General Manager, am duly authorized to commit my company to sell/perform the products and/or services described herein. I understand by signing this quotation I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Signature _______________________________ Date 9-22-05

Company Name ________Sunset Waste Paper, Inc.________

Company Address _______1707 E. Goshen Avenue, Visalia, CA 93292-3156_____

Company Phone Number _______(559) 739-1595_____

(PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE)

(1) If Proposer is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.

(2) If Proposer is other than an individual, identify here its character, i.e., joint venture, partnership, corporation (including state of incorporation), etc. If proposer is an individual operating under a trade name, state “an individual, dba (trade name in full).”

(3) State on this line the address to which all communications and notices regarding the proposal, and any Agreement awarded thereunder, are to be addressed.

(4) If Proposer is a joint venture, signature must be by one of the joint venturers; and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses, must be shown below:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

NOTE: (a) All signatures must be typewritten under written signature.

(b) All addresses must be complete with street number, city and state.
NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California

County of Tulare

John Mohoff, being first duly sworn, deposes and says that he or she is the
General Manager of Street Work Paper, the party marking the foregoing proposal that
the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the proposal is genuine and not collusive
or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to
put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or
agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from
proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the proposal price of the proposer or any other
proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other
proposer, or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the proposal are true; and further,
that the proposer has not, directly or indirectly, submitted his or her proposed price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay any fee to any corporation, partnership, company association, organization, bid depository, or
to any member or agent thereof to effectuate a collusive or sham proposal.

Subscribed and sworn to before me on Sept 22, 2005

Notary Signature

(Note: This is a Jurat)
Proposal Response to City of Porterville
RFP No. 05/06 – SR 1595

Processing of Residential Recyclables
And Residual Disposal Services

Introduction

Waste Management/Recycle America Alliance (WM/RAA) is proud to respond to the City of Porterville’s request for residential recycling material processing and residue disposal.

Tulare County Recycling
WM/RAA owns and operates the Tulare County Recycling (TCR) material recover facility and transfer station in Visalia California. TCR is a fully permitted recycling and municipal solid waste facility that provides recycling processing services for customers and communities in Tulare, Kings and Fresno Counties.

The TCR physical address is:

Tulare County Recycling
26951 Road 140
Visalia, CA 93292

Office Telephone: (559) 741-1766
Office Fax number: (559) 741-0464

The TCR facility and RFP Contract Manager is:

Facility and Contract Manager’s name: Jim Pennington
Manager’s Cell number: (559) 804-4333
Manager’s E-mail Address: jpennington@WM.com

Jim Pennington Resume:
Jim Pennington has been successful in the recycling and solid waste industry for sixteen years. Jim provides recycling services to local government, private business and non-profit organizations. His experience in the local community includes the following professional activities:

District Manager - WM/RAA, 5 years, in charge of operations and commodity sales.
General Manager - Smurfit Stone, 5 years, in charge of operations and commodity sales.
Warren Bearg – Business Development Manager, 6 years, in charge of designing and sales of equipment of recycling businesses.
Tulare County Recycling Company and Service Introduction
TCR began operations in Tulare County in 1996, as the Bevers Company. It became part of the Waste Management family of waste service and recycling companies in 2000. TCR is part of Waste Management’s specialized Recycle America Alliance recycling subsidiary. WMRAA operates greater 80 material recovery facilities and provides material marketing service to 140 locations in the United States and Canada. Locally, Waste Management also owns and operates collection and solid waste transfer operations that serve many central valley communities and the Kettleman Hills Landfill in Kettleman City, CA. Waste Management manages its business locally and provides collection, recycling, transfer and disposal services to many Central Valley communities. These communities include the local communities of:

- City of Visalia
- City of Tulare
- City of Dinuba
- City of Kingsburg
- City of Fowler
- City of Sanger
- City of Selma
- Tulare County
- Kings County
- Fresno County

WM/RAA is the largest residential recycling and solid waste firm in the United States and is a Fortune 200 company.

TCR is a fully permitted recycling facility and municipal solid waste transfer station. TCR provides recycling and transfer services to communities that include:

- Tulare County
- Kings County
- Fresno County
- Kern County

The recycling services that TCR provides to its customers includes:

- Material processing - serving local government, commercial, institutional and citizen customers
- Material marketing – of many grades of: paper, plastic, metal, glass, organic and electronic strap grades
- Electronic Scrap (universal waste) recycling – for monitor, CRT’s, televisions, CPU’s and electronic peripherals.
- Construction and demolition material recycling – for wood, drywall, metal, plastic and paper
- Public education – creating, participating and distributing: Flyers & mailers, press releases, print and radio advertising, public service announcements, special event presentations and workshops.
**Descriptions of Five Most Recent and Similar Experiences**

TCR and WM operation processes single-stream material for the following companies and communities:

- Smurfit – Single-stream recycling to the City of Bakersfield.
- Waste Connections – Single-stream recycling and municipal solid waste (MSW) transfer to the cities and communities of Farmersville, Exeter, Goshen
- WM Fresno – Single-stream recycling, MSW recycling processing and MWS transfer to the cities and communities of and Kingsburg, Fowler, Fresno County, Stockton, Lodi, Sacramento
- Tulare County – MSW recycling processing and transfer.
- Kings County – MSW recycling processing and transfer.
- TCR – Electronic waste recycling to customers in communities in Tulare, Kings, Fresno and Kern counties.

**Response to Scope of Services**

**A. Public Education and Outreach Program**

TCR proposes working closely with the City of Porterville's department managers to cooperatively develop a public education and outreach program that includes: recycling program press releases, promotional flyers and mailers, presentations and workshops, as well as, ongoing advertising. Our experience shows that an integrated City/Service Provider message provides clearest communication, education and direction for citizens. Good communication generates high citizen participation and recycling material setout rates, and this results in greater diversion.

TCR proposes the following education campaign:

First, introduce the program to citizens in advance of program start. This will be done in mailed flyer, press release, news stories and education at schools.
Second, distribute flyers to homes, along with the recycling cart. The flyer will explain:

- a) Why the City is starting the program, what the program is designed to achieve, how citizens participation improves the City, when citizens are to participate and where the materials go after being collected from the curbside.
- b) Flyers should include drawings or photographs of the accepted recycling materials.
- c) Flyers should include how multi-family homes residents can participate.
- d) Flyers should include languages spoken in then community.

Third, continuing flyers to be distributed seasonally and regular recycling presentation be made to community service groups and school classes. Routine flyers distribution sustains program awareness, interest, informs new residents and provides important feedback about program
achievements. Presentation and workshops provide inspiration and important dialogue about the program’s goals, effectiveness and achievements.

Presentations and Workshops include the following programs:

- Residential recycling
- Commercial recycling
- Government recycling
- Electronic scrap recycling
- School recycling programs
- Phonebook collection events

TCR proposes to offer to develop flyers, and make presentations to community service groups. This offer includes TCR’s investment in development, graphic design and printing. TCR, WW/RAA has the talent and resources to provide these services. TCR will provide the City samples of successful flyers that it may choose to emulate, or it will work with the City to develop its own flyer. Importantly, TCR values the City’s ideas and message. TCR suggests that the mailing and distribution of flyers be done effectively and efficiently using existing program services. The TCR program does not include postage expense.

TCR proposes allocating $6,000 per year for public education activities and this is equal to approximately $1.71 per ton (based on 3,500 tons per year). This proposed expense is included as an expense in PROPOSAL FORM A and does reduce the rebate available to the City by $1.71 per ton. The City may adjust the ultimate amount that it wishes to invest in the public education program. In the spirit of community cooperation, TCR intends to work with the Porterville Sheltered Workshop (PSW) to assist with recycling public education material production.

B. Collection and Transport of Recyclable Materials

TCR proposes both collection and transport options to the City of Porterville. These options include:

Option 1: TCR accepts the recyclable materials from the City or its contractor at the TCR material recovery facility located at Lovers Lane in Visalia, CA. This delivery may occur from either route collection trucks or transfer vehicles operated by the City or collection contractor. This option includes the simple purchase of recyclables from the City with a payment of $18.50 per ton plus a $15.00 dollar per ton Transportation Allowance for a payment to the City of $33.50 per ton (Payment does not include public education program expense). Terms for the purchase of recyclable materials from the City of Porterville are included in the completed PROPOSAL FORM A.

Option 2: TCR works cooperatively with the City to identify an acceptable recyclable material transport location within the City of Porterville. This will enable recycling route collection trucks may empty their load within Porterville and have the materials transported to TCR where they will be processed and recycled.
In furtherance of the this option, TCR has entered into a Letter of Intent (LOI) with the Porterville Sheltered Workshop (PSW) to utilize its facility and recycling corporation yard at 187 West Olive Avenue in Porterville to host a recyclable material transport operation under the contract. If the City elects, encourages and directs this Option, WM/RAA will enter into good faith negotiations with PSW to achieve this objective. A copy of the LOI is attached. PSW has represented that it has, or can obtain, the necessary resources to enable this activity. WM/RAA will work with PSW to ensure that the necessary equipment, direction, operation and maintenance are provided at the transport facility to meet the City’s needs. We believe that this public private relationship can provide many benefits to the community of Porterville. The actual price per ton expense for this option is still being developed as the parties determine the optimal division of responsibilities to best and most cost effectively serve the City’s needs.

At the direction of the City and successful completion of negotiation and operation between WM/RAA and PSW, the PSW site will begin to accept City material for transport to TCR. At this time TCR will pay the City of Porterville a processing fee payment of $18.50. Terms the processing fee payment are identified in PROPOSAL FORM B.

TCR’s goal is to provide the City of Porterville the Base rate payment of $18.50 per ton for recyclable materials whether the City delivers the material to TCR (Option 1) or to the aforementioned PSW transport facility (Option 2).

C. Processing of Recyclables
TCR proposes its facility, at 26951 Road 140, Visalia California, as the recyclable material processing facility for materials from the City of Porterville. The TCR material recovery facility currently processes 6,200 tons per month of material. It provides the following recycling services:

- Residential single-stream
- Commercial Dry Waste
- School Blue Bin Materials
- Commingled Processing Tulare County Cities, and unincorporated areas
- Commingled Processing – Fresno County Cities, and unincorporated areas

In addition, TCR provides recycling services to private and commercial customers from the City of Porterville. TCR also processes recyclable materials for other communities and customers that include:

- Pena’s Disposal
- Waste Connections
- Tule Trash Company
- South Tulare Richgrove Refuse

The TCR material recovery facility includes all the necessary land, permits, equipment and talent to process, recover, market recyclables from the City of Porterville, as well as, transfer and dispose of the residue from this recyclable material.
• The facility land includes an approximate 5.5-acre parcel and 17500 square foot building material processing building and administrative office.
• The facility permit includes a material recovery and transfer station permit that allows up to 1,200 tons per day.
• The facility equipment includes necessary scale, tipping floor, conveyors, screens, bunkers, baler and rolling stock necessary to sort, package and market the City of Porterville’s recyclable materials. The equipment produces high quality products that are has sustaining demand by global buyers.
• The administrative office includes computer hardware and software necessary to produce routine and timely reports about the materials received, processed and marketed.
• The facility staff includes management, administrative, weigh masters, operators, mechanics and sorters necessary to handle materials from the City of Porterville.

Tulare County Recycling also provides different recycling and solid waste services to its customers. The City of Porterville may be interested in using some alternative TCR recycling programs. These recycling programs include recyclable material recovery from:

✓ Municipal solid waste
✓ Single-stream and source-separated programs
✓ Electronic scrap from computers and televisions
✓ Construction and demolition material producers.
✓ High volume generators of fiber, plastic, metal, glass and electronic scrap producers
✓ Transfer of residual from recycling activities and municipal solid waste to landfills and energy producers

TCR is willing to commit to process 100% of the materials that it receives from the City of Porterville. The historic Waste Management/Recycling America Alliance single-stream facilities have recovery rates of approximate 90%.

D. Marketing of Recyclables
TCR will market recyclable materials from the City of Porterville through the WM/RAA Marketing Group. This Group markets materials throughout the North America to global markets, both domestic and international. It has the experience necessary to assure high quality standards, high buyer demand and high price.

The Marketing Group has developed a successful marketing strategy that produces high quality salable fiber, metal, plastic, glass, electronic scrap and organic products, and they market those products to stable and secure end-markets. This strategy has generated dependable sales and consistent returns for the past twenty 20 years. Group sales specialists provide unmatched service in the commodity-marketing arena and have developed a reputation in the industry as a consistent, reliable, quality-oriented product supplier throughout changing market conditions. The Group markets over eight million tons of materials per year.

The Marketing Group’s philosophy is to:

• Adjust processes to respond to changing quantities and composition of recyclable materials.
• Leverage volumes to enhance pricing, sales and market access options regionally and globally.
• Market locally whenever possible to refuel the local economy and spur additional economic development through the Waste Management “Local Loop” strategy.
• Capture transportation advantages through the use of back haul options wherever possible.
• Maintain a presence within the export market to capitalize on the developing opportunities in the Pacific Rim and Mexico.
• Establish strong relationships with end-user markets.
• Continually evaluate the market opportunities that will present revenue-enhancing sort options to the project.
• Invest in developing technologies that increase solid waste diversion and reduce residue.
• Confirm that materials from trading relations are properly recycled.

The marketing strategy and philosophy is designed to bring both flexibility in terms of sales options and consistency with respect to sales revenues and movement of product into the marketplace. The plan closely monitors the variables of the recycled commodities marketplace.

Overall, the main objective of the Group is to derive the best consistent return in the marketplace for the commodities produced at the Materials Recovery Facility, and to ensure that the products produced meet or exceed market specifications.

The Marketing Group will consistently and aggressively:

• Explore all potential short- and long-term material sales options.
• Maintain an accurate and detailed compilation of end markets, market opportunities, and material market specifications.
• Negotiate and sell materials in an honest, forthright manner to our customers, for the best possible prices on behalf of our projects.
• Provide state-of-the-art logistical support to ensure that materials produced are efficiently shipped into the commodities marketplace.

The marketing group uses fundamental strategy that guides the day-to-day decision making and long-range planning. This strategy includes:

Maximizing Revenues: As noted above, the team will aggressively seek to maximize the revenues generated in the project while seeking to minimize exposure to potentially dangerous market conditions or wild commodity price swings. The team promotes a balanced, long-term approach to the sales of commodities, taking risks when probability of success is in the project’s favor.

Long Term vs. Spot Market: The team favors a long-term market approach with the majority of commodities that are produced in volume or susceptible to wide price swings. In those commodities that are less voluminous with greater potential for reward, the team favors exploring all short-term/spot market sales opportunities.
Brokers vs. End Users: Similar to the issue above, the team typically prefers to deal with the final consumer of a commodity except in those instances when the broker has a strategic advantage and a long history of success with the commodity in question.

Development of Local Markets: The team recognized early on that to the degree local markets can be developed and supported, the projects in and around that community will benefit. To that end, it is Waste Management’s desire to foster the development of local commodity markets through the provision of quality feedstock whenever it helps the project and the markets.

Export vs. U.S. Markets: The Marketing Team will use the project’s access to export markets whenever it is in the best interest of the project goals. The team anticipates using both Mexican and Far Eastern/Pacific Rim markets during the course of the operation. The team will keep our customers apprised of all issues that can potentially affect the project or revenues derived from the sale of commodities through reports and meetings as outlined in the Agreement.

Market Contingencies: With the array of outlets available, the team has an unsurpassed ability to manage material sales through sluggish commodity markets. Because of the team’s marketing strength and the agreements we have in place with consumers, Waste Management is able to maintain shipping access well beyond the time that other, smaller shippers of material are shut off. This is a key component of the team’s sales strategy and a criterion in selecting which outlets will be used in our campaigns.

In the event of unforeseen interruptions to market access, caused by regional or national circumstances, the CST has a contingent plan to store finished products at “depots” throughout California. These depots provide secure custody of products and access to alternative ports or mills for final processing.

Production Quality: Producing high quality of products is essential to successful recyclable material marketing. Recycle America Alliance continually produces high quality products because of its quality assurance program and the processing equipment it uses. Quality assurance is monitored throughout the collection process and involves an ambitious public education program and materials recovery processing activity.

Logistics: For all outbound shipments are coordinated at the Materials Recovery Facility and scheduled through the Waste Management/Recycle America Recycling Service Center. The service center arranges transportation for the facility (including bookings for export shipments) and provides the data link to Waste Management accounting for invoicing of all loads. This computerized process ensures that there is always:

- Real-time inventory of processed material available for shipment
- Internal controls and release number assignment to track each load
- Real-time notification of loads that have shipped
- Efficient invoicing of the buyer of the commodity with detailed backup of every load shipped

These capabilities ensure consistent movement of materials into the marketplace and real-time opportunities to react to any logistics related issues.
Continuing Market Development: Waste Management/Recycle America Alliance is at the forefront in developing markets, technologies, and consuming policies in an effort to consistently spur the growth and economic viability of recycling throughout California and beyond. Among the projects that Waste Management has championed are:

- Mixed Glass Sorting: Through Waste Management's Container Recycling Alliance division (CRA), automated sorting of glass has become a reality. In markets around the country, this team of recycling professionals has demonstrated the commercial viability of processing mixed glass to the highest future level of use. CRA glass processing facilities in northern and southern California, and process greater than 100,000 tons per year.

- Internal Consumption: Waste Management is in the process of negotiating supply agreements with manufacturers of items ranging from rubber mud flaps to recycling bins and carts. Waste Management employs a “buy recycled” program not just in California, but also elsewhere throughout the United States, in order to maintain and expand the existing markets in more traditional materials.

- Mixed Plastic Sorting: Waste Management continues to expand its efforts in mixed bottle sorting technology, recently completing a test in the Southern U.S. on new equipment for this task. As the testing continues, we will keep the City apprised of developments and potential implications for recycling activities in the City and in the region.

- Electronic waste Recycling: Waste Management/Recycle America Alliance has developed a successful e-cycling processing company which is a leader of electronic scrap recycling in the United States.

E. Residual Disposal
Recyclable material residual that is disposed will be reported to the City.

F. Report Preparation (Report Example Must be Provided)
TCR and Waste Management/Recycle America have extensive experience in preparing accurate, timely and professional customized reports for its customers.

Interval Reports

✓ Monthly
✓ Quarterly
✓ Annual

Facility Reports include:

✓ Material type
✓ Material weight
✓ Material origin
✓ Material time of weight
Material received
✓ Material processed
✓ Material in recovered
✓ Material in inventory
✓ Material Marketed
✓ Material disposed

Material Marketing Reports include:

✓ Commodity type
✓ Weight of commodity
✓ Commodity Prices

Financial Reports Include:

✓ Processing and marketing price
✓ Transportation price
✓ Commodity sales price
✓ Residual disposal price

G. Cost/Revenue Plan
The Cost/Revenue Plan between the Tulare County Recycling and the City of Porterville is described in the attached PROPOSAL FORM A and PROPOSAL FORM B.

Tulare County Recycling assures that 100% of the recyclable materials received from Porterville are processed and will maximize the recovery of recyclable material. TCR is unable to guarantee a percentage of recovery of recyclables because that percentage depends on factors that are outside TCR’s control. As an indication of intent TCR proposed paying the City of Porterville a net rebate for the recycling program material delivered by the City. Therefore, TCR is incentivized to maximize the recovery and sale of recyclable product. Note that TCR can offer the City a supplemental program to divert facility residue to the Long Beach Power and Energy Corporation.

TCR proposes to pay the City of Porterville $18.50 per ton for materials delivered to TCR. This payment does not include deductions for contamination or excessive moisture. TCR allows a contamination allowance of 5%. The deduction for contamination begins when the contamination percent is 6% or greater. The payment proposal is included in PROPOSAL FORM A and PROPOSAL FORM B.

The recyclable materials that TCR will recover from the residential recycling program include the following materials. TCR may recover more types of materials upon agreement with the City.

Standard recyclable materials include:

Fiber:
✓ Newspaper
✓ Mixed paper
✓ Office paper
✓ Corrugated Cardboard

Plastic:
✓ HDPE natural and color containers
✓ PET containers

Glass:
✓ All glass bottles and containers

Metal:
✓ Steel containers
✓ Aluminum containers
✓ Bi-metal containers
✓ Small scrap metal items

H. Billing Process
Tulare County Recycling proposes providing the City of Porterville monthly statements and payments that report about and compensate the City for materials TCR receives.

I. Implementation Schedule

TCR proposes the following implementation schedule:

October 14, 2005 – Proposed date of Contract award notification.

November 1, 2005 – If Option 2 is chosen. Complete planned negotiation and terms with the PSW for services involving the Transport of recyclable materials from the PSW site in Porterville to the TCR facility in Visalia, CA.

January 1, 2006 – Completion of Public Education program features.

February 1, 2006 – Coordination of collection program features.

March 1, 2006 – Receipt of recyclable materials from the City of Porterville.
PROPOSAL FORM A

CITY OF PORTERVILLE PROCESSING OF RESIDENTIAL RECYCLABLES
RESIDUAL DISPOSAL

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City’s residential curbside recycling program and delivered to your facility by the City’s collection contractor. Revenue/cost to City should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, material marketing, public education/outreach, and report preparation/billing services.

Minimum level of recovery of recyclables, guaranteed to the City: 100% percent

Distance from City Hall (291 N Main St) to processing facility: 27 miles

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<th>Processing Fee</th>
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<td>6%</td>
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<td>25% or more</td>
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The Contractor can apply for an adjustment due to increased costs at an amount not to exceed the Engineering News Record 20-City Construction Cost Index.
City of Porterville Processing of Residential Recyclables Residual Disposal

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City's residential curbside recycling program and delivered to your facility by the City's collection contractor. Revenue/cost to City should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, material marketing, public education/outreach, and report preparation/billing services.

Minimum level of processing of recyclables, guaranteed to the City: 100% Percent
Minimum level of recovery of recyclables, guaranteed to the City: N/A Percent
Distance from City Hall (291 N Main St) to processing facility: 27 Miles

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Notes:
1) Contamination rates exceeding 25% will be applied the same formulation outlined above to yield the Net Rebate to City.
2) TCR proposes paying the City of Porterville a transportation allowance of $15 per ton until WM/RAA and PSW establish a transport operation for City recyclable materials at the PSW's Porterville corporation yard.
3) The Contractor can apply for an adjustment due to increased cost at an amount not to exceed the Engineering News Record 20-City Construction Cost Index.
City of Porterville Processing of Residential Recyclables Residual Disposal

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City’s residential curbside recycling program and delivered to your facility by the City’s collection contractor. Revenue/cost to City should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, material marketing, public education/outreach, and report preparation/billing services.

Minimum level of processing of recyclables, guaranteed to the City:
Minimum level of recovery of recyclables, guaranteed to the City:
Distance from City Hall (291 N Main St) to processing facility:

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<td>22.0%</td>
<td>$10.26</td>
<td>$1.71</td>
<td>$15.00</td>
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<tr>
<td>23.0%</td>
<td>$9.77</td>
<td>$1.71</td>
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<td>$23.06</td>
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<tr>
<td>24.0%</td>
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<td>$1.71</td>
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<tr>
<td>25.0%</td>
<td>$8.80</td>
<td>$1.71</td>
<td>$15.00</td>
<td>$22.09</td>
</tr>
</tbody>
</table>

Notes:
1) Contamination rates exceeding 25% will be applied the same formulation outlined above to yield the Net Rebate to City.
2) TCR proposes paying the City of Porterville a transportation allowance of $15 per ton until WM/RAA and PSW establish a transport operation for City recyclable materials at the PSW's Porterville corporation yard.
3) The Contractor can apply for an adjustment due to increased cost at an amount not to exceed the Engineering News Record 20-City Construction Cost Index.
I, Jim Pennington, District Manager, am duly authorized to commit my company (Print Full Name) (Title) to sell/perform the products and/or services described herein. I understand by signing this quotation I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Signature Jim Pennington Date 09/21/05

Company Name Tulare County Recycling (RAA/WM)

Company Address 26951 Road 140, Visalia, CA 93292

Company Phone Number (559) 741-1766

(PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE)

(1) If Proposer is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.

(2) If Proposer is other than an individual, identify here its character, i.e., joint venture, partnership, corporation (including state of incorporation), etc. If Proposer is an individual operating under a trade name, state “an individual, dba (trade name in full).”

(3) State on this line the address to which all communications and notices regarding the proposal, and any Agreement awarded thereunder, are to be addressed.

(4) If Proposer is a joint venture, signature must be by one of the joint venturers; and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses, must be shown below:

Patrick J. DeRueda, President
1001 Fannin Suite 4000
Houston, TX 77002

Linda J. Smith, Secretary
1001 Fannin Suite 4000
Houston, TX 77002

NOTE: (a) All signatures must be typewritten under written signature.

(b) All addresses must be complete with street number, city and state.
PROPOSAL FORM B

CITY OF PORTERVILLE PROCESSING OF RESIDENTIAL RECYCLABLES AND RESIDUAL DISPOSAL

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City’s residential curbside recycling program and delivered to your transfer operation as specified in an attached transfer operation proposal outline. Revenue/cost to City should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, transfer services, material marketing, public education/outreach, and report preparation services.

Minimum level of recovery of recyclables, guaranteed to the City: _____ percent

Distance from City Hall (291 N Main St) to processing facility: _____ miles

<table>
<thead>
<tr>
<th>Contamination Level</th>
<th>Processing Fee</th>
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<tr>
<td>5% or less</td>
<td>$18.50 per ton paid to City or $____ per ton cost to the City</td>
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<tr>
<td>6%</td>
<td>$18.02 per ton paid to City or $____ per ton cost to the City</td>
</tr>
<tr>
<td>7%</td>
<td>$17.53 per ton paid to City or $____ per ton cost to the City</td>
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<td>$17.05 per ton paid to City or $____ per ton cost to the City</td>
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<tr>
<td>9%</td>
<td>$16.56 per ton paid to City or $____ per ton cost to the City</td>
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<tr>
<td>10%</td>
<td>$16.08 per ton paid to City or $____ per ton cost to the City</td>
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<td>11%</td>
<td>$15.59 per ton paid to City or $____ per ton cost to the City</td>
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<td>12%</td>
<td>$15.11 per ton paid to City or $____ per ton cost to the City</td>
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<tr>
<td>13%</td>
<td>$14.62 per ton paid to City or $____ per ton cost to the City</td>
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<td>15%</td>
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<td>16%</td>
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<td>17%</td>
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<td>18%</td>
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<td>24%</td>
<td>$9.29 per ton paid to City or $____ per ton cost to the City</td>
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<tr>
<td>25% or more</td>
<td>$8.80 per ton paid to City or $____ per ton cost to the City</td>
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</table>
City of Porterville Processing of Residential Recyclables Residual Disposal

Proposal based on an estimated 3,500 tons per year of mixed recyclables derived from the City’s residential curbside recycling program and delivered to your transfer operation as specified in an attached transfer operation proposal outline. Revenue/cost to City should be quoted on a per ton basis, at each specified level of contamination, and should include materials processing, residual disposal, material marketing, public education/outreach, and report preparation/billing services.

Minimum level of processing of recyclables, guaranteed to the City: N/A Percent
Minimum level of recovery of recyclables, guaranteed to the City: N/A Percent
Distance from City Hall (291 N Main St) to processing facility: 4 Miles

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<th>Processing Fee Paid to City</th>
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<th>Net Processing Fee Paid to City</th>
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<td>5.0%</td>
<td>$8.80</td>
<td>$1.71</td>
<td>$7.09</td>
</tr>
</tbody>
</table>

Notes:
1) Contamination rates exceeding 25% will be applied the same formulation outlined above to yield the Net Rebate to City.
2) TCR proposes paying the City of Porterville the base rate of $18.50 per ton at the PSW transport facility upon start of a transport operation at the PSW facility.
3) The Contractor can apply for an adjustment due to increased cost at an amount not to exceed the Engineering News Record.
The Contractor can apply for an adjustment due to increased costs at an amount not to exceed the Engineering News Record 20-City Construction Cost Index

I _______ Jim Pennington , District Manager _______ am duly authorized to commit my company (Print Full Name) (Title) to sell/perform the products and/or services described herein. I understand by signing this quotation I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Signature ____________ Jim Pennington __________________ Date 09/21/05

Company Name ____________ Tulare County Recycling (RAA/WM) __________________________

Company Address ____________ 26951 Road 140, Visalia, CA 93292 __________________________

Company Phone Number (559) 741-1766 __________________________

(PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE)

(1) If Proposer is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.

(2) If Proposer is other than an individual, identify here its character, i.e., joint venture, partnership, corporation (including state of incorporation), etc. If proposer is an individual operating under a trade name, state “an individual, dba (trade name in full).”

(3) State on this line the address to which all communications and notices regarding the proposal, and any Agreement awarded thereunder, are to be addressed.

(4) If Proposer is a joint venture, signature must be by one of the joint venturers; and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses, must be shown below:

_________________________ Patrick J. DeRueda, President __________________________

_________________________ Linda J. Smith, Secretary __________________________

_________________________ 1001 Fannin Suite 4000 __________________________

_________________________ Houston, TX 77002 __________________________

_________________________ 1001 Fannin Suit 4000 __________________________

_________________________ Houston, TX 77002 __________________________

NOTE: (a) All signatures must be typewritten under written signature.

(b) All addresses must be complete with street number, city and state.
NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California )
County of Tulare ) ss.

James Pennington, being first duly sworn, deposes and says that he or she is the
contract manager of WA /AAA the party marking the foregoing proposal that
the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the proposal is genuine and not collusive
or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to
put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or
agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from
proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the proposal price of the proposer or any other
proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other
proposer, or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the proposal are true; and further,
that the proposer has not, directly or indirectly, submitted his or her proposed price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay any fee to any corporation, partnership, company association, organization, bid depository, or
to any member or agent thereof to effectuate a collusive or sham proposal.

Subscribed and sworn to before me on September 21, 2005

[Signature]
Notary Signature

(Note: This is a Jurat)
September 12, 2005

Ron Killingsworth,
Director of Marketing
Porterville Sheltered Workshop
187 West Olive Avenue
Porterville, CA 93257

RE: LETTER OF INTENT REGARDING CITY OF PORTERVILLE REQUEST FOR PROPOSALS FOR PROCESSING CITY’S RESIDENTIAL RECYCLABLES – RFP No. 05/06- SR 1595

Dear Mr. Killingsworth,

The purpose of this Letter of Intent (“LOI”) is to establish the mutual intent of the parties and a process by which Recycle America Alliance, L.L.C. (“RAA”) would utilize the Porterville Sheltered Workshop (“PSW”) to serve as its subcontractor for work covered by referenced Request for Proposal (“RFP”) issued by the City of Porterville Public Works Department (“City”) to provide the City with processing and residential disposal of the City’s residential recyclables starting on or about March 1, 2006, (“Opportunity”).

With respect to the Opportunity it is the intent of the parties that PSW will provide to RAA the following services: (a) PSW will receive at its facility in Porterville, CA (“Facility”) residential recyclables from the City or the City’s approved haulers (“Haulers”); (b) PSW will provide sufficient space to permit the Haulers to tip trucks full of residential recyclables at the Facility; (c) PSW will install, or to permit RAA to install, equipment to contain, convey and/or compact the residential recyclables so delivered (“Equipment”); (d) PSW will operate, or allow RAA to operate, the Equipment at its Facility for the purposes set forth herein; (e) PSW will provide clean up for all debris related to this activity; and (f) PSW will provide all applicable licenses and permits needed to utilize its Facility to provide the services set forth herein. RAA will be responsible for transporting the Recyclables from the Facility to its Material Handling Facility in Tulare, CA (“MRF”) and RAA will compensate PSW for providing the services set forth above based on volume of recyclables delivered or some other equitable basis.

RAA and PSW agree to enter into good faith negotiations immediately to implement the LOI and will endeavor to complete these negotiations in time to permit RAA to include in its proposal to the City in response to the RFP the option of utilizing PSW to serve as a local transfer point for the delivery of Recyclables to RAA’s MRF. PSW understands that, as set forth in the RFP, RAA will offer the City the option of delivering the Recyclables directly to RAA’s MRF. The parties agree that if the City elects this option, the services of RSW as set forth herein will not be required.

During the term of the LOI the parties will negotiate exclusively with each other with respect to this Opportunity and will not negotiate with any other parties with respect to the Services to be provided by PSW as set forth herein.

The parties shall use best efforts to maintain at all times as confidential information the fact that they have executed this LOI, the terms of this letter and the existence and content of any negotiations between the parties except that both parties may inform advisors, counsel, and employees with a need to know as each party deems necessary to achieve the goal of the LOI; provided that RAA may advise the City of the LOI to the extent required or helpful to fulfill its obligations under the RFP. In no case will PSW directly
communicate with the City regarding the LOI without the express written permission of RAA. To ensure confidentiality, the parties agree to execute a Mutual Nondisclosure Agreement ("NDA") attached hereto and made a part of the LOI.

The LOI, including the NDA, constitutes the entire understanding between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This LOI may be amended only by written agreement, signed by the parties to be bound by the amendment.

Except for the obligations set forth in the NDA attached hereto, this LOI is intended only as an expression of intent by RAA and PSW and is not intended to impose any legal obligations upon the parties with respect to the subject matter hereto and specifically it is not intended to impose any obligation on the part of RAA to submit a proposal to the City with respect to the Opportunity or to include PSW as a subcontractor to RAA to provide the services as set forth herein. Each party shall bear its own costs with respect to the implementation of the LOI and to the submission of any proposal in response to the RFP.

The substantive laws of the State of California shall govern the LOI.

Sincerely,

Jim Pennington
by: Pearl Rubalcava
Recycle America Alliance, L.L.C.

ACKNOWLEDGED AND ACCEPTED ON BEHALF OF PORTERVILLE SHELTERED WORKSHOP:

By

Title Director

Date 9/20/95
MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement"), effective on September 12, 2005, between Recycle America Alliance, L.L.C (RAA) and Porterville Sheltered Workshop (PSW) is to protect confidential information disclosed by either party to the other.

The parties agree as follows:

1. Confidential Information. For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." Confidential Information means all nonpublic information concerning the parties' business including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, information system data layouts, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and (e) the terms of any agreement between RAA PSW and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as confidential. Confidential Information that is not written must be identified as Confidential Information at the time of disclosure and confirmed in writing delivered to the Recipient within fifteen (15) days following its disclosure. The protections of this Agreement will apply during those fifteen (15) days.

2. Confidential Information Exceptions. The Recipient does not have an obligation to protect Confidential Information that is: (a) in the public domain through no fault of the Recipient; (b) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or (e) disclosed with the prior written consent of the Discloser. If Confidential Information is required to be produced by law, court order, or governmental authority, the Recipient must immediately notify the Discloser of that obligation. The Discloser may move the ordering court or authority for a protective order or other appropriate relief.

3. Term. The term of this Agreement is three (3) years from the effective date ("Term"). Either party may terminate the Agreement at any time on sixty (60) days written notice, unless another agreement between the parties provides differently. The parties' obligations not to disclose or improperly use Confidential Information received during the Term will continue for two (2) years after this Agreement expires or is terminated. Early termination of this Agreement does not relieve the Recipient of its obligations for Confidential Information exchanged before the effective date of termination.

4. Use of and Duty of Care to Protect Confidential Information. The Recipient will use the Confidential Information only to evaluate or further the business relationship between the parties. If any material non-public information is disclosed, Recipient agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the Discloser's stock until that material non-public information is publicly disseminated. Confidential Information may not be disclosed to any third party without the written consent of the Discloser. Each party agrees that the other may disclose Confidential Information it receives to its subsidiaries or affiliates (or agents who have a need to know and have a non-disclosure obligation at least as restrictive as this Agreement), subject to the terms of this Agreement. The Recipient must provide at least the same reasonable care to avoid disclosure in breach of this Agreement or unauthorized use of the Confidential Information as it provides to protect its own similar confidential information. The Recipient will not reproduce Confidential Information except to accomplish the purpose of this Agreement.

5. Ownership. Confidential Information remains the property of the Discloser. No rights, licenses, trademarks, inventions, copyrights, patents, or other intellectual property rights are implied or granted under this Agreement, except to use the Confidential Information as provided in this Agreement. On termination of this Agreement or at the Discloser's request, all written, recorded, graphical, or other tangible Confidential Information, including copies, must be returned to the Discloser or destroyed by the Recipient. At the request of the Discloser, the Recipient will furnish a certificate, signed by an officer of the Recipient, certifying that any Confidential Information not returned to the Discloser has been destroyed.

6. Indemnity. Each party warrants that it has the right to disclose all Confidential Information that it discloses to the other party. Each party will
 indemify and defend the other from all third-party claims resulting from the negligent or wrongful disclosure by the indemnifying party of a third-party's confidential information. Otherwise, neither party makes any representation or warranty about the Confidential Information. Neither party will be liable for indirect, incidental, punitive, or consequential damages for any cause of action, whether in contract, tort, or otherwise, arising out of a breach of this Agreement.

7. Breach of Agreement. Any claim a party has for breach of this Agreement must be filed (a) within 1 year of Discloser's first knowledge of the breach, and (b) no later than one (1) year after the expiration of the period that the Recipient has a duty to protect the Confidential Information.

8. Right to Enjoin Disclosure. The parties acknowledge that a Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not alter any other remedies available to either party. The party who has breached or threatened to breach this Agreement will not raise the defense of an adequate remedy at law.

9. No Partnership or Joint Venture Formed. The exchange of Confidential Information between the parties is not and does not create a partnership, joint venture, or other form of legal entity or business enterprise. Any business relationship between the parties will be governed by a separate agreement.

10. General. This Agreement: (a) is governed by applicable federal law and regulations and the law of California, without regard for its choice of law provisions; (b) represents the parties' entire understanding regarding Confidential Information, and supersedes any prior agreements or discussions, written or oral, regarding Confidential Information; (c) may be modified only by written amendment signed by the parties' officers or authorized designees; (d) is to be considered severable, and if any provision of this Agreement is illegal or unenforceable, the unaffected provisions will remain in effect; (e) contains headings for reference only; these headings have no effect on any provision's meaning; and (f) does not extend to any third-party beneficiaries. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

By signing below, the parties agree to this Agreement's terms effective on the date written above.

RECYCLE AMERICA ALLIANCE, L.L.C.

By: [Signature]  
Authorized Signature  
Date: 09/20/05

PORTERVILLE SHELTERED WORKSHOP

By: [Signature]  
Authorized Signature  
Date: 07/20/05
## REFERENCES

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<td>Curtis Dilworth</td>
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<td>Smurfit Stone</td>
<td>John Fenmanian</td>
<td>(559) 441-1166</td>
<td>2</td>
<td>800</td>
<td>Single-stream Recycling</td>
<td>8%</td>
<td>Bakersfield</td>
</tr>
<tr>
<td>City of Tulare</td>
<td>Tulare</td>
<td>Sheri Melz</td>
<td>(559) 684-4327</td>
<td>5</td>
<td>17,000</td>
<td>MSW Recycling and Transfer</td>
<td>79%</td>
<td>City of Tulare</td>
</tr>
<tr>
<td>County of Tulare</td>
<td>County of Tulare</td>
<td>Pati Ackley</td>
<td>(559) 733-6291</td>
<td>5</td>
<td>72,000</td>
<td>MSW Recycling and Transfer</td>
<td>84%</td>
<td>County of Tulare</td>
</tr>
<tr>
<td>City of Carmel by the Sea</td>
<td>Carmel by the Sea</td>
<td>Stuart Ross</td>
<td>(831) 620-2070</td>
<td>7</td>
<td>1600</td>
<td>Single-stream Recycling</td>
<td>3.24%</td>
<td>Carmel by the Sea</td>
</tr>
<tr>
<td>City of Pacific Grove</td>
<td>Pacific Grove</td>
<td>James Colangelo</td>
<td>(831) 648-3100</td>
<td>7</td>
<td>3100</td>
<td>Single-stream Recycling</td>
<td>4.08%</td>
<td>Pacific Grove</td>
</tr>
<tr>
<td>City of Seaside</td>
<td>Seaside</td>
<td>Ray Corpuz</td>
<td>(831) 899-6700</td>
<td>7</td>
<td>3400</td>
<td>Single-stream Recycling</td>
<td>3.83%</td>
<td>Seaside</td>
</tr>
<tr>
<td>City of Marina</td>
<td>Marina</td>
<td>John Longley</td>
<td>(831) 384-3715</td>
<td>7</td>
<td>2800</td>
<td>Single-stream Recycling</td>
<td>4.16%</td>
<td>Marina</td>
</tr>
<tr>
<td>City of Del Rey Oaks</td>
<td>Del Rey Oaks</td>
<td>Ron Langford</td>
<td>(831) 394-8511</td>
<td>7</td>
<td>300</td>
<td>Single-stream Recycling</td>
<td>4.33%</td>
<td>Del Rey Oaks</td>
</tr>
<tr>
<td>City of Lodi</td>
<td>City of Lodi</td>
<td>Richard Priena</td>
<td>(209) 335-6705</td>
<td>10</td>
<td>7,200</td>
<td>Single-stream Recycling</td>
<td>25%</td>
<td>City of Lodi</td>
</tr>
<tr>
<td>City of Santa Maria</td>
<td>City of Santa Maria</td>
<td>John Zhao</td>
<td>(805) 929-0951</td>
<td>5</td>
<td>8,671</td>
<td>Single-stream Recycling</td>
<td>15%</td>
<td>City of Santa Maria</td>
</tr>
<tr>
<td>County of Santa Barbara</td>
<td>County of Santa Barbara</td>
<td>Leslie Wells</td>
<td>(805) 882-2611</td>
<td>50</td>
<td>8,760</td>
<td>Single-stream Recycling</td>
<td>17%</td>
<td>County of Santa Barbara</td>
</tr>
<tr>
<td>City of Lompoc</td>
<td>City of Lompoc</td>
<td>Claudia Stine</td>
<td>(805) 736-1250</td>
<td>5</td>
<td>3,013</td>
<td>Single-stream Recycling</td>
<td>20%</td>
<td>City of Lompoc</td>
</tr>
<tr>
<td>Vandenberg AFB</td>
<td>Vandenberg AFB</td>
<td>Pat Maloy</td>
<td>(805) 606-0544</td>
<td>5</td>
<td>788</td>
<td>Single-stream Recycling</td>
<td>31%</td>
<td>Vandenberg AFB</td>
</tr>
</tbody>
</table>

## DESIGNATION OF SURETIES

The following names, address and phone numbers for all brokers and sureties from whom Proposer intends to procure insurance and bonds.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Service Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gallagher Bassett</td>
<td>Laguna Hills, CA</td>
<td>(800) 433-0181</td>
<td>Workers compensation</td>
</tr>
<tr>
<td>Marsh</td>
<td>Houston, TX</td>
<td>(713) 276-8552</td>
<td>Environmental and property</td>
</tr>
<tr>
<td>Lexington Insurance</td>
<td>Louisville, KY</td>
<td>(414) 967-1839</td>
<td>Bonding</td>
</tr>
</tbody>
</table>
SUBJECT: CURBSIDE RECYCLING CONTAINER PURCHASE

SOURCE: Public Works Department - Field Services Division

COMMENT: Staff recently obtained information regarding the rising costs of resins and the resulting impact on automated container manufacturers. A combination of economic influences; total capacity utilization within the resin production industry and foreign markets' willingness to pay higher prices and damage from Hurricanes Katrina and Rita have all contributed to the escalating prices. Price increases have occurred on September 1, October 1, November 1 and an additional increase is anticipated on November 15. Manufacturers do not anticipate any drop in price in the near future.

Staff feels that it is in the best interest of the citizens for the City to own the containers even if a private contractor is providing recycling collection services. This practice allows for more efficient and timely repairs and delivery of containers. Additionally, City customers expect only one source for service requests, repairs and delivery of new containers.

Another advantage is that if City Council chooses to change contractors in the future, the continuity of the curbside program would remain with City ownership of the containers.

Container Purchase / Affirm Collection RFP Process

Based on the above stated reasons, staff recommends that an order for containers for the curbside recycling program be placed now to obtain the best possible price. Monies for the purchases are available from the Solid Waste Fund Equipment Replacement Reserve.

Staff respectfully asks that City Council re-affirm it's direction of August 2, 2005, directing staff to move forward with a Curbside Recycling Collection RFP, and that the RFP be modified to remove language that states the potential proposers are not responsible for the purchase of the containers. A copy of the modified collection RFP is attached for Council's full review.

RECOMMENDATION: That City Council:

1. Authorize a negotiated purchase of 11,000 blue automated recycling collection containers; and

2. Re-affirm its direction to staff to move forward with the Curbside Recycling Collection RFP and modify the approved Recycling Collection RFP to remove purchase of containers.

ATTACHMENTS: Recycling Program Container Purchase Funding Source
Modified RFP for Collection Services for Residential Recyclables
### Recycling Program Container Purchase

#### Funding Source

<table>
<thead>
<tr>
<th>Equipment Number</th>
<th>Original Replacement Estimate</th>
<th>Replacement Year</th>
<th>Revised Replacement Estimate</th>
<th>Reserve as of 9/30/05</th>
<th>Accumulation to 7/1 Year of Replacement</th>
<th>Total Reserve</th>
<th>Excess Reserve</th>
<th>Amount to be utilized for Container Purchase</th>
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<tbody>
<tr>
<td>Pickup</td>
<td>$23,705</td>
<td>07/08</td>
<td>$23,705</td>
<td>$22,830</td>
<td>$2,793</td>
<td>$25,623</td>
<td>$1,918</td>
<td>$1,000</td>
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<tr>
<td>Roll Off</td>
<td>$125,000</td>
<td>05/06</td>
<td>$126,896</td>
<td>$157,214</td>
<td>$2,160</td>
<td>$159,374</td>
<td>$32,477</td>
<td>$30,000</td>
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<tr>
<td>Sideloader</td>
<td>$157,500</td>
<td>05/06</td>
<td>$180,718</td>
<td>$200,034</td>
<td>$6,225</td>
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<td>$25,541</td>
<td>$23,000</td>
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<tr>
<td>Sideloader</td>
<td>$157,500</td>
<td>05/06</td>
<td>$180,718</td>
<td>$212,860</td>
<td>$-</td>
<td>$212,860</td>
<td>$32,142</td>
<td>$30,000</td>
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<td>Sideloader</td>
<td>$157,500</td>
<td>05/06</td>
<td>$180,718</td>
<td>$192,874</td>
<td>$3,615</td>
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<td>$15,571</td>
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<td>Sideloader</td>
<td>$175,000</td>
<td>07/08</td>
<td>$200,100</td>
<td>$158,678</td>
<td>$51,555</td>
<td>$210,234</td>
<td>$10,134</td>
<td>$8,000</td>
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<td>Sideloader</td>
<td>$175,000</td>
<td>07/08</td>
<td>$200,100</td>
<td>$157,780</td>
<td>$50,715</td>
<td>$208,495</td>
<td>$8,395</td>
<td>$6,300</td>
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<tr>
<td>Front Loader</td>
<td>$216,825</td>
<td>08/09</td>
<td>$216,825</td>
<td>$137,952</td>
<td>$88,101</td>
<td>$226,053</td>
<td>$9,228</td>
<td>$7,000</td>
</tr>
<tr>
<td>Roll Off</td>
<td>$183,750</td>
<td>08/09</td>
<td>$158,675</td>
<td>$123,057</td>
<td>$51,216</td>
<td>$174,273</td>
<td>$15,698</td>
<td>$13,000</td>
</tr>
<tr>
<td>Front Loader</td>
<td>$212,125</td>
<td>11/12</td>
<td>$212,125</td>
<td>$102,528</td>
<td>$151,800</td>
<td>$254,328</td>
<td>$42,203</td>
<td>$40,000</td>
</tr>
<tr>
<td>Front Loader</td>
<td>$210,125</td>
<td>11/12</td>
<td>$210,125</td>
<td>$95,330</td>
<td>$151,800</td>
<td>$247,130</td>
<td>$37,005</td>
<td>$35,000</td>
</tr>
<tr>
<td>Cans</td>
<td>$62,000</td>
<td>05/06</td>
<td>$62,000</td>
<td>$303,879</td>
<td>$37,800</td>
<td>$341,679</td>
<td>$279,679</td>
<td>$266,800</td>
</tr>
</tbody>
</table>

**Estimated cost of container purchase:** $473,100

**Solid Waste Equipment Reserve as of 9/30/05:** $2.3 million
REQUEST FOR PROPOSAL (RFP)

DATE: November 21, 2005  RFP NUMBER: 05/06 - SR 1594

The City of Porterville, through its Purchasing Division, is requesting proposals from contractors interested in providing collection of the City's residential recyclables for processing. The successful contractor will work with the City to help maximize participation and effective materials diversion in the City's curbside recycling program.

The term of the agreement is three years commencing on March 1, 2006. The City wishes to establish a three (3) year contract, with an option to renew on a year-to-year basis, for up to two additional years upon agreement of both parties.

PROJECT TITLE: COLLECTION OF RESIDENTIAL RECYCLABLES

PROJECT DESCRIPTION AND BACKGROUND:

THE CITY:

The City of Porterville has a population of 44,500 with approximately 11,000 single family residential households. It encompasses 14.8 square miles in Tulare County, and is located approximately thirty miles south of Visalia, seventy five miles southeast of Fresno, and fifty miles north of Bakersfield, California.

CURRENT SYSTEM:

At present, the City of Porterville’s Public Works Department provides municipal residential collection of garbage and yard waste using automated side loaders. Collection is carried out over 4 days, 2 for yard waste and 2 for garbage collection. Garbage is collected using 5 residential routes on Thursdays and 5-6 routes on Fridays. The green waste collection is conducted using 4 routes each on Tuesdays and Wednesdays. Diversion from the yard waste program ranges from 25% to 35% of the residential stream, with variations by month of growing season. The City’s drop-off recycling program is well-used by citizens, and accepts cardboard, paper, plastic 1 & 2, steel, aluminum, and glass. The latest tonnage figures indicate the drop-off program is diverting about 3% of the residential waste stream.
Purchasing Agent:  Susan Perkins  
(559) 782-7451

PROPOSAL DUE DATE:

INSERT DATE

PROPOSAL DOCUMENTS ARE AVAILABLE AT:

Purchasing Division / Finance Department  
291 N. Main Street  
Porterville, CA 93257
CITY OF PORTERVILLE  
STATE OF CALIFORNIA  

NOTICE INVITING SEALED PROPOSALS  
RFP NO. 05/06 - SR 1594

SEALED PROPOSALS will be received by the Purchasing Agent at City Hall, 291 N. Main Street, City of Porterville, California, until Insert Time on Insert Date for:

COLLECTION OF RESIDENTIAL RECYCLABLES

Instructions to Proposers and proposal forms may be inspected at City Hall, 291 N. Main Street, Porterville, California. No proposal will be received unless it is made on a proposal form furnished by the City.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status in any consideration leading to the award of contract. Also, affirmative action by the Contractor will be required to ensure against discrimination in employment practices on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status.

The right is reserved by the City of Porterville to reject any or all proposals, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of said City.

Dated at Porterville, California, this ______ day of ____________, 2005.

__________________________________  
Susan Perkins, Purchasing Agent

Publication Dates:

First: ________________  
Second: ________________
INSTRUCTIONS TO PROPOSERS
RFP NO. 05/06 - SR 1594

All proposals shall be made on the form provided, additional copies of which may be obtained in the office of the City Purchasing Agent of the City of Porterville, State of California, and shall be a sealed proposal, delivered to the Purchasing Agent as required in the “Notice Inviting Sealed Proposals,” on or before Insert Time, Insert Date.

The City Council reserves the right to accept or reject any proposal offered and to accept that proposal which best corresponds in quality, fitness and capacity to the requirement of the City of Porterville.

Proposer shall submit proposals on proposal forms provided based on the scope of work indicated.

PROPOSAL REQUIREMENTS:

The Proposer shall respond to all requirements in accordance with the terms & conditions, detailed information regarding the scope of work requirements, description and all schedules herein.

The Proposer proposal shall be required to include:

1. One page (maximum) cover letter listing company name, address, phone number, fax number, and email address, and contract manager.

2. Name and background of person who will serve as the contract manager with resume detailing most recent experience.

3. One paragraph descriptions of five most recent and similar experiences. Include a list of references with client name, address, contact name, contact title, and contact phone number and annual program tonnage and residual rate. Please identify any problems encountered over the past five years, as well as how these issues were satisfactorily resolved.

4. Narrative format for the Operation Plan as set forth by the RFP, to include the following components.
   - Public Education & Outreach Program
   - Collection of Recyclables
   - Transportation of Recyclables
   - Processing of Recyclables
   - Report Preparation
   - Customer Support Services
   - Billing Process
   - Fees for Service
   - Implementation Schedule
5. Cost Quotation, submitted on the “Quotation Form” that follows. The Quotation Form must be fully completed for the bid to be accepted.

OTHER REQUIREMENTS:

Proposers responding to this RFP are required to submit with their proposal all of the requirements included in the Scope of Work or Services and fully complete and submit “Proposal” document and attachments. Facsimile (fax) proposals will not be accepted.

The Proposal and any accompanying documents shall be submitted in a sealed envelope marked as follows:

"PROPOSAL"

PROJECT TITLE: COLLECTION OF RESIDENTIAL RECYCLABLES, RFP NO.
05/06 - SR 1594

NAME AND ADDRESS OF COMPANY (PROPOSER)"

PROPOSALS SHALL BE DELIVERED TO:

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

INSTRUCTIONS TO PROPOSERS:

Proposal Format: Proposals shall be submitted in accordance with the following Instructions to Proposers and the Scope of Services to receive consideration:

1.0 Proposals shall be submitted in two (2) distinct parts — the “Proposal” pages, including References, Designation of Sureties, and the “Confidential Information.” The selection committee shall review the “Proposal” first and then the “Confidential Information.” Therefore, each part should be packaged separately, but submitted together.

2.0 Proposals shall not contain any modification of the work or services to be done under the scope of the project. Alternative proposals are acceptable when called for. Exceptions to requirements must be clearly identified in writing with full explanations.

2.1 When requested, the Proposer shall furnish a statement of financial responsibility and experience in the Proposal.
2.2 Before submitting a Proposal, the Proposer shall examine and read the enclosed documents, visit the site of the services to be provided if applicable, and be informed as to all existing conditions and limitations.

3.0 This RFP shall not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal made in response to this RFP, or to procure or contract for services.

Interpretation: If any person contemplating the submittal of a proposal for the project is in doubt as to the proposal procedures, such proposer should contact the City’s Purchasing Agent. If he/she is in doubt as to the true meaning of any part of the requirements, work, or other proposed agreement documents, he/she should request that the City’s Purchasing Agent provide a written interpretation or correction thereof. The proposer submitting the request will be responsible for its prompt delivery. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received an RFP. The City will not be responsible for any other explanations or interpretations of the RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of the proposals in response to this RFP. No proposer may withdraw a proposal for a period of sixty (60) days after the scheduled closing time.

Addendum: Any addendum issued during this RFP process shall be made a part of the agreement between the City and the selected contractor/consultant.

Proposal List: Unless receipt of this RFP is acknowledged, in the form of a letter or a "no response," the Contractor name may be removed from the applicable mailing list. Mailing lists are maintained solely as an accommodation to proposers. A "No Response" response may be submitted on company letterhead or via FAX. Purchasing Agent’s FAX: (559) 784-4569.

Late Proposals: Late proposals received (after the specified proposal due date) shall be rejected.

Disputes: In case of discrepancy between words and figures when evaluating the proposals, the words shall prevail; provided, however, that the City reserves the right to construe any proposal according to its true intent where it contains an obvious mistake.

Decision to Reject: The City reserves the right to reject all proposals for any reason or for no reason, to re-advertise a proposal. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this Request For Proposal.

Scope of Work or Services: Proposer shall be deemed an independent contractor/consultant and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior consent. The Services and Work required are included in this RFP and incorporated herein by this reference.
Evaluation/Selection Process:

Evaluation and selection of proposals will be based on the information called for in this Request for Proposal. Proposals will be evaluated by a Selection Committee composed of the City Attorney and City Auditor. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals. The successful proposer will be alternately referred to as the Contractor in this document.

The City reserves the right to make the selection of a Contractor based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Contractor to perform the services set forth herein. The City of Porterville further reserves the right to reject any or all proposals; to waive any requirements, both the City’s and those proposed by the Contractor; to waive any irregularities or informalities in any proposal or the Request for Proposal process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each Contractor so as to select the Contractor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer’s past performance and the City’s assurance that each proposer will provide services as offered, will be taken into consideration when proposals are being evaluated.

As a minimum, the evaluation of the proposals and selection of the Contractor will be based on the following criteria:

- Firm qualifications and experience, and experience of on-site general manager.
- Adequacy of staff to perform the work.
- Demonstrated ability to work effectively with City staff, other public agencies and related parties.
- References.
- Proposal thoroughness and approach.
- Demonstrated ability to keep costs within project budgets.
- Knowledge of local conditions.
- Demonstrated record of abiding by terms of contract agreements.
- Evidence the Contractor is an Equal Opportunity employer.
- Cost of services proposed.

Prior to the award of contract, the City must be assured that the Contractor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under the contract. If, during the evaluation process, the City is unable to assure itself of the Contractor’s ability to perform under the contract, if awarded, the City has the option of requesting from the Contractor, any information that the City deems necessary to determine the
Contractor’s capabilities. If such information is required, the Contractor will be notified and will be permitted seven (7) days to submit the requested information.

Background Check:

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

SPECIAL CONDITIONS

Conflict of Interest: The selected Contractor and any subcontractor may be required to comply with City's conflict of interest code by filing a financial disclosure form entitled "Statement of Economic Interest, Form 700." This will depend on whether the Contractor or subcontractor is a Contractor so defined under the California Political Reform Act and whether the range of duties and the services to be provided under the agreement entails the making or participation in the making of decisions by the Contractor or subcontractor which may foreseeably have a material effect on any financial interest of the Contractor or subcontractor with respect to the agreement and the nature of the services to be rendered will not be limited in scope nor primarily ministerial in nature.

Insurance: The selected Contractor must provide a certificate of insurance in a form acceptable to City's Risk Manager prior to entering into the agreement. The certificate shall evidence the Contractor's insurance coverage in the forms and amounts set forth in Exhibit C attached to this RFP. The Contractor shall maintain such insurance as will cover and include the entire obligation assumed in the agreement as well as such insurance as will protect the Contractor from claims and liability under Workers' Compensation Act, personal liability, property damage, and all other claims for damages, including personal injury, and death, which may arise from operations under the agreement. For additional information contact the Purchasing Agent, (559) 782-7451.

Records and Audits: Contractor shall maintain accurate and complete records specifically relating to the Services provided under the agreement. Contractor shall also keep records and books of account showing all charges, disbursements, or expenses made or incurred by Contractor in the performance of the service herein. Records shall be created which are relevant in determining whether Contractor is complying with its obligations hereunder. City shall have the right to inspect and audit the books, records, and other items relating to this Agreement. Contractor shall provide security and retain such records and items for a period of three years from date of final payment under this agreement.

Security of Data: The Contractor agrees that any data provided by the City shall:

1. Be kept in confidence and not disclosed to third parties without the prior written approval of City; and
2.0 Not be used in the production, or design of any article or material, report or press release, without City's prior written consent.

These obligations shall survive the termination of the agreement. The Contractor shall return and deliver all data to City upon City's request, and in any event upon the completion or termination of all work hereunder, whichever first occurs, and the Contractor shall be fully responsible for the care and protection of data until such delivery.

Subcontracting: Should any proposer contemplate Subcontracting any part of the work or services under the Scope of Work, it shall submit with its proposal a description of the work or service to be done under such subcontracts together with the name of the proposed subcontractors who shall perform any part of the project.

Taxes: Except where specifically provided, the proposal fee(s) shall include all federal, state, and local sales, use, transportation, privilege, occupational, and other taxes applicable to service, materials or equipment furnished under the agreement or by the Contractor's payroll. The Contractor agrees to indemnify and save City harmless from and against any liability for any such taxes, or payroll premiums and contributions.

Termination: In the event of a lack of funding, or should contractor fail to perform all work as set forth to the satisfaction of the City Council, the agreement may be terminated by the City in whole or in part, by giving the Contractor not less than sixty (60) days written notice of the termination date. Should the agreement be so terminated, the Contractor shall be paid for all authorized services provided through, and including, the date of termination; however, the Contractor shall not be paid any anticipated profit or fees for services not provided.

Changes: The agreement shall not be assigned or transferred without the written consent of City. No changes or variations of any kind are authorized without a written and signed amendment to the agreement. The proposed work or services shall be diligently prosecuted in accordance with the project schedule negotiated by the Contractor and the City’s Public Works Department.

Standard of Performance:

1.0 The selected Contractor shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. Contractor's personnel shall also reflect their best professional knowledge, skill and judgment.

2.0 If any failure to meet the foregoing warranty appears during the term of the agreement, the City may terminate the agreement and require reimbursement of all expenses necessary to replace or restore such services.
Indemnity: The selected Contractor hereby agrees to protect, indemnify, defend and hold harmless the City, its officers, agents, and employees from any and all demands, claims or liability of any nature, including wrongful death, caused by or arising out of the Contractor, its officers, agents or employees negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law may impose strict liability on the Contractor in the performance or nonperformance of the agreement.

Interest of Proposer: At all times the Contractor shall be deemed to be an independent Contractor and the proposer shall not be authorized to bind the City to any contract or other obligation. Under the agreement, the Contractor shall certify that no one who has or will have any financial interest under the agreement is an officer or employee of the City.

Entire Agreement: The agreement between City and the selected Contractor will constitute the entire agreement of the parties hereto, and will supersede any previous agreement or understandings. The agreement may not be modified except in writing and executed by both parties.

Governing Law: The laws of the State of California shall govern this RFP process and the agreement. All services provided to City shall comply with all policies, rules, and regulations which may be in effect during the term of the agreement, as well as all federal, California and local statutes, ordinances, and regulations.
SCOPE OF SERVICES
RFP NO. 05/06 - SR 1594

The successful contractor will work with the City to establish and deliver an effective residential curbside recycling program in the City of Porterville to realize efficiencies in the collection and transportation of recyclable materials and to result in low levels of contamination and high levels of recyclable materials delivered for processing. The successful contractor shall prepare and submit an Operation Plan with the following components:

A. Public Education & Outreach Program

The successful contractor shall describe in detail a cooperative public education and outreach program designed to lead to strong participation in the City's residential curbside recycling program. The public education and outreach program should include some or all of the following: billing inserts, flyers, mailers, newsletters, newspaper advertisements, press releases, public service announcements, school visitations to identify recyclable materials to students, special events, surveys, and/or workshops. Preference will be given to contractors who can demonstrate present and past success in conducting public education and outreach programs.

B. Collection of Recyclables

The successful contractor shall propose the means of collecting the City's residential recyclable materials once weekly from separate collection containers provided by the City of Porterville and assigned to each participating household in Porterville (approximately 11,000 households). The successful contractor shall propose a schedule of delivery of City provided containers that shall meet the required start date. The successful contractor shall propose the number and type of collection vehicles and the collection routes and schedules. The successful contractor shall certify that all refuse collection vehicles meet air quality standards enacted by the California Regional Air Quality Control Board. The successful contractor will provide all necessary collection equipment, personnel and supplies including, but not limited to: collection trucks and permits. The successful contractor will work cooperatively with the City’s residential garbage collector to maximize route efficiency and scheduling conveniences for customers. The successful contractor shall estimate the recovery rate to be achieved in number of tons. Preference will be given to those contractors that can guarantee a minimum level of recovery.

C. Transportation of Recyclables

The successful contractor shall propose the means of transporting the City's collected residential recyclable materials to the material recovery facility (or transfer operation) specified by the City. The successful contractor will provide all necessary transportation equipment, personnel and supplies.
D. Processing of Recyclables

The successful contractor shall work cooperatively with the City’s selected contractor for processing, **Insert Processor name and location**. This includes providing the materials sorts, containers, and collection vehicles that support the minimum amount of contamination and maximum amount of residential recyclable materials for processing and marketing by the City's processing contractor, **Insert Processor name and location**.

E. Report Preparation

The successful contractor shall have extensive experience in preparing and submitting reports to cities and reports that assist the City in reporting to the State and the Consolidated Waste Management Authority. The successful contractor will prepare tonnage reports on a monthly, quarterly and annual basis, detailing the quantity and type of material collected and transported from the City of Porterville on a per ton basis. The successful contractor will prepare financial reports on a monthly, quarterly and annual basis, detailing the number of households participating, the costs incurred, and the revenues received. The successful contractor shall include samples of monthly, quarterly and annual tonnage and financial reports in their proposal.

F. Customer Support Services

The successful contractor shall clearly define their customer support services. The customer support services plan should include some or all of the following: office location and hours, telephone and email access, after-hours and emergency numbers, number of customer service representatives, training for customer service representatives, equipment, response standards, contact records and complaint resolution protocol. Preference will be given to contractors who can demonstrate present and past success in effective and responsive customer support services including conflict resolution.

G. Customer Billing Process

The successful contractor shall clearly define their existing billing process for charges for garbage, yard waste and recycling collection services by residential customers. Billing services for garbage and yard waste collection are currently provided by the City. The proposal shall include a total cost to the City if the successful contractor provides billing services. However, please note that the City’s cost to provide billing services is currently 2% of total annual program cost and it will be at the City’s discretion whether the City or the successful contractor provides billing services. Invoices for each residential customer shall show: the number of containers collected on a weekly basis with appropriate charges for collection service. Preference will be given to those contractors that bill on a monthly basis. The successful contractor shall include a sample of a monthly invoice in their proposal.
H. Fees for Service

The successful contractor shall clearly define their billing process for reimbursement of collection and transportation service costs to the City and payment of fees to the City. The City will impose an Overhead Cost to be paid to the City which shall be included in the cost of the service. This fee is currently 7% of the total annual program cost. Further, the City will impose its standard franchise fee in the amount of 2% of total annual program cost to offset the cost of infrastructure maintenance required as a result of the wear and tear of collection vehicles. Similarly, this fee shall be included in the cost of service. The overhead cost and the franchise fee shall be paid to the City on an annual basis. The successful contractor shall include a sample of an invoice in their proposal.

I. Implementation Schedule

The successful contractor shall provide a detailed schedule for implementing their Operation Plan. The successful contractor shall be able to accommodate the City's collection and transportation needs starting on March 1, 2006. The City reserves the right to modify the schedule, with or without explanation.

SUPPLIER SELECTION:

Goods and services procured by the City of Porterville shall be from the lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

a) The quality, availability and suitability of the supplies, equipment or services to the particular use required.

b) The ability, capability and skill of the bidder to perform the services required.

c) Whether the bidder has the financial resources and facilities to perform or provide the services promptly, or within the time specified without delay or interference.

d) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

e) The bidder's record of performance on previous contracts or services, including compliance by the bidder with laws and ordinances relative to such contracts or services.

f) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.

g) The number and scope of conditions attached to the bid.

h) The City's assessment of the most favorable proposal for the City.

All proposals shall be reviewed by the City Attorney and City Auditor who will make a recommendation to the City Council.
OTHER TERMS AND CONDITIONS

A. Surety - Contractor shall provide the City with either a Faithful Performance Bond or an Irrevocable Letter of Credit in the amount of fifty percent (50%) of the projected annual Agreement amount. Said surety will remain in force for the term of the Agreement, including any extended term. Surety will be released thirty (30) days after expiration of the Agreement. All alterations, extension of time or other modifications to the Agreement may be made without consent of the surety or sureties. In the event the Contractor should default, the City may assume operation of the collection service and/or contract for a collection services in the open market and call the Performance Bond/Letter of Credit to collect from the surety any costs incurred by the City in maintaining collection services and/or in executing a new collection Agreement, including any cost increases incurred for the remaining term of the original Agreement.

B. Award of Contract - The Contract is anticipated to be awarded by the City Council at its INSERT DATE meeting, or as soon thereafter as practical. Contractors submitting proposals will be notified of Staff's recommendation for award by INSERT DATE, and will be notified of the Council's decision on INSERT DATE, or as soon thereafter as it is known. Contractor shall provide City with signed Agreement documents and Performance Bond within fourteen (14) days of formal notice of contract award, and shall be able to provide service effective INSERT TIME AND DATE, unless another date has been negotiated with the City.

C. Contract - The contract shall consist of the Proposal, the RFP and all attachments, and the Agreement.

D. Municipal Business License - Before entering into an agreement for the collection of residential recyclables, the Contractor shall obtain a City business license in accordance with Chapter 15, Licenses, City of Porterville Code, Section 24a(40).
PROPOSAL FORM

CITY OF PORTERVILLE COLLECTION OF RESIDENTIAL RECYCLABLES

Proposal based on weekly collection of residential curbside recycling from an estimated 11,000 households. Recyclables to be delivered by collection contractor to the City’s specified processing contractor. Cost to City should be quoted on an annual “lump sum” basis, and should include recyclables collection, delivery, collection containers, customer support services, implementation costs, ongoing public education/outreach, and report preparation services.

Minimum household participation level, guaranteed to the City: _____ percent

Minimum recyclable recovery level, guaranteed to the City: _____ percent

$_______ Total annual cost to the City for specified services – contractor provides customer billing services

$_______ Total annual cost to the City for specified services – City provides customer billing services

The annual cost will be adjusted automatically by the City based on the increase/decrease of households above or below the base of 11,000 for the first year. The Contractor can apply for an additional adjustment due to increased costs at an amount not to exceed the (INSERT INFLATION ADJUSTMENT).

________________________,________________________ am duly authorized to commit my company
(Print Full Name) (Title)
to sell/perform the products and/or services described herein. I understand by signing this quotation I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Signature ___________________________ Date __________________

Company Name ___________________________

Company Address ___________________________

Company Phone Number __________________

(PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE)

(1) If Proposer is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the
partnership; if a corporation, the exact name of the corporation under which it is incorporated.

(2) If Proposer is other than an individual, identify here its character, i.e., joint venture, partnership, corporation (including state of incorporation), etc. If bidder is an individual operating under a trade name, state “an individual, dba (trade name in full).”

(3) State on this line the address to which all communications and notices regarding the proposal, and any Agreement awarded thereunder, are to be addressed.

(4) If Proposer is a joint venture, signature must be by one of the joint venturers; and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses, must be shown below:

__________________________________________  ____________________________

__________________________________________  ____________________________

__________________________________________  ____________________________

NOTE:  (a) All signatures must be typewritten under written signature.

(b) All addresses must be complete with street number, city and state.
NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California  )
     ) ss.
County of __________  )

__________________________, being first duly sworn, deposes and says that he or she is the
__________________________ of ______________________ the party marking the foregoing bid that the
bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or sham; that the
bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham
bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not
in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other bidder, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his
or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, or paid, and will not ay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive
or sham bid.

Subscribed and sworn to before me on ___________.

__________________________________________
Notary Seal

__________________________________________
Notary Signature
## Recycling Program Container Purchase
### Funding Source

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Credit from Soli

Estimated Cost

Solid Waste Eq
SUBJECT: CONSIDERATION OF AMENDING THE COMMUNITY CIVIC EVENT ORDINANCE PROCESS TO REQUIRE NOTIFICATION OF ADJOINING PROPERTY OWNERS

SOURCE: Administrative Services

COMMENT: At a prior Council Meeting, a property owner shared her concerns with the Council that a street closure had been approved in front of her property as a component of a Community Civic Event without notification. Her concerns were, in fact, correct. In most cases, street closures occur in the Down Town in conjunction with promotional events. In some cases, streets other than Main Street and side streets are closed.

In order to address the concerns of some property owners, a modification to the Community Civic Events Ordinance could be prepared for consideration to provide for property owner notification. The design of the notification process needs to be discussed to ensure adequate and proper notification is prepared. The questions to be answered include the following:

1. Should the property owner be notified as to when the Council will consider the event, or after the event has been approved?

2. Should Down Town property owners be notified of proposed street closures, or should the practice be limited to events off of Main Street?

3. Should the event coordinator be responsible for notification, or should that be a City function? If it is a City function, should the City charge the event coordinator for the cost of notification?

If approved, the notification process will add time to the process. The current ordinance has a 30 day lead time requirement that has been considered a “soft” deadline that has been condensed on many occasions to accommodate the event. Notification may require strict adherence to the 30 day lead time requirement.

RECOMMENDATION: Council Direction.

Item No. 25
SUBJECT: PARKS AND LEISURE SERVICES COMMISSION

SOURCE: Parks & Leisure Services Department

COMMENT: The Parks and Leisure Services Commission has previously provided the City Council with a recommendation to consider expanding the ex-officio membership on the Commission to provide all school districts with boundaries within the City’s corporate limits the ability to appoint an ex-officio member. The City Council referred the matter back to the Commission, requesting to have a Mission Statement for the Commission provided before considering the ex-officio membership matter. The Parks and Leisure Services Commission did recently adopt a Mission Statement, similar to the Department’s Mission Statement.

The current Municipal Code provides for seven regular members, and two ex-officio, non-voting members on the Commission. The ex-officio members are to be representatives of the Porterville Elementary and Porterville High School Districts. These two Districts unified a number of years ago and therefore there has been only one ex-officio member named by the Unified District. The City has expanded its corporate limits into the school district boundaries of both Burton Elementary, and Alta Vista Elementary. Thus there would be three districts eligible, should the Council determine to change the Municipal Code to provide ex-officio membership opportunities for all elementary and secondary school districts. Hope Elementary School District is also in close proximity to the City and a portion of its boundary may someday be included within the corporate limits.

A secondary issue in this consideration is the rights and participation of the ex-officio members. While it currently is the policy that the ex-officio is appointed by the school district, there is no level of expectation for attendance and participation at the Commission meetings. A disincentive to ex-officio attendance is the fact that their presence doesn’t count towards a quorum, and as mentioned above, they have no vote.

An option for consideration is to make the ex-officio members alternates to the regular Commission members. This option would likely provide a full Commission at each meeting, as the alternates would take the seat of regular members that are unable to attend meetings. Alternate participation as a voting member could be on a rotating basis. This option could encourage better attendance of the school representatives at the Commission meetings. If this option is implemented the place of residency of the school district representatives should be considered. At present, all seven members of the Commission are required to be City residents.
RECOMMENDATION: That the City Council:

1. Receive the Mission Statement of the Parks and Leisure Services Commission, and

2. Direct the preparation of an Ordinance to amend Chapter 19, Article 1 of the Porterville Municipal Code to:
   a. Provide for each elementary and secondary school district, with boundaries within the City corporate limits, to appoint one City resident as an ex-officio member to the Parks and Leisure Services Commission, and
   b. Provide for ex-officio members to serve as alternates to the seats on the Commission.

ATTACHMENTS: 1. City of Porterville Parks and Leisure Services Commission Mission Statement

   2. Chapter 19, Article 1, City of Porterville Municipal Code

   3. Attendance Summary for the Parks and Leisure Services Commission
CITY OF PORTERVILLE

PARKS & LEISURE SERVICES COMMISSION

MISSION STATEMENT

The Mission of the City of Porterville Parks and Leisure Services Commission is to advise on the provision of excellent customer services to the citizens of the community, to enhance their quality of life by providing opportunities for the public enjoyment, inspiration, education, personal development and cultural enrichment, and to advocate for clean, safe, well designed parks and facilities.
ARTICLE I. IN GENERAL

Editor’s noteSections A and B of Ord. No. 1114, enacted August 5, 1977, repealed former §§ 19-119-21, regulating the use of the parks generally, and enacted in lieu thereof the provisions set out in §§ 19-119-8. Said former sections were derived from Ord. Code §§ 3412.13412.21. With permission from the city former §§ 19-2219-22.2 have been redesignated § 19-9.

Sec. 19-1. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Commission: The word "commission" refers to the parks and leisure services commission.

Department: The word "department" refers to the parks and leisure services department.

Director: The word "director" refers to the director of parks and leisure services. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-2. Parks and leisure services commission created; composition; function.

There is hereby created a park and leisure services commission, and shall be composed of seven (7) members, who shall be residents of the City of Porterville. The park and leisure services commission shall serve in an advisory capacity to the city council. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-3. Appointment.

Said commission members shall be appointed by the mayor with the consent of a majority of the city council. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-4. Term of office and compensation.

Terms for all commissioners shall be four (4) years, excepting the terms for the first appointees to the commission shall be as follows: Four (4) commissioners shall be appointed to four-year terms and three (3) commissioners shall be appointed to two-year terms commencing July 1, 1977. The terms of commissioners first appointed shall be determined by lot at an organizational meeting of the commission, to be held and conducted within a reasonable time after said appointments. Commissioners shall serve at the pleasure of the city council and may be removed by a majority vote of the city council at any time and for any reason. Members of the commission shall serve without compensation. No member of the commission shall serve more than two (2) consecutive four-year terms. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-5. Ex officio members.

One representative of the elementary school board of trustees and one representative of the high school board of trustees shall be selected annually by their respective agencies [to serve
as ex officio members of the commission]. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-6. Vacancies.

Vacancies occurring otherwise than by expiration of terms shall be filled by appointment as in the first instance, such appointees to serve for the unexpired term of the vacant office. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-7. Meetings; records; quorum.

The commission shall hold meetings regularly and shall designate the time and place thereof. It shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings and records of the commission shall be public. Four (4) members shall constitute a quorum for the transaction of business. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-8. General powers and duties of commission.

The commission:

(a) Shall advise the city council and the director on the management and control of parks, parkways and public grounds except as otherwise provided;

(b) May establish all reasonable rules and regulations for the protection of rights and property vested in the city and under control of the parks and leisure services department for the use, care and management of all parks, squares, avenues, grounds or recreation centers, and for the governing, use and enjoyment of any building, structure, equipment, apparatus or appliances therein; which rules and regulations shall be posted in some conspicuous place in the park, square, avenue, grounds or recreation center, or in or near the building, structure, equipment, apparatus or appliance to which the rule or regulation applies;

(c) May call upon the police department to assist in enforcing all ordinances, rules and regulations governing parks, squares, avenues, grounds or recreation centers as have been or may hereafter be established;

(d) Shall recommend schedules of charges for the golf course, swimming pools and all special services;

(e) Shall give due attention and study to park and leisure services as they affect the welfare of the people;

(f) Shall interpret the leisure and park services of the department to the community;

(g) Shall take initiative in planning for future park and leisure areas and facilities, as well as determining means of bringing present areas and facilities up to an acceptable standard;

(h) Shall serve as a sounding board against which the director and staff may test their plans and ideas;

(i) Shall recommend policy to the city council keeping in mind that the adoption of policy is the
prerogative of the city council and that the director must have a free hand to carry on the work of the department within the framework of these policies;

(j) Shall define the objectives and goals of the department. (Ord. No. 1114, § B, 8-5-77)

Sec. 19-9. Driving automobile, golf cart, etc., within confines of golf course.

(a) Restricted. It shall be unlawful for any person, other than a person engaged in the performance of his duties as a municipal employee, or a person who has hired from the Porterville Golf Course manager or golf professional a golf cart, to operate or drive any motorcycle, automobile, golf cart or other vehicle within the confines or upon the Porterville Municipal Golf Course excepting therefrom that portion of said golf course designed and utilized for public parking.

(b) "Golf cart" defined. For purposes of this section a "golf cart" is any vehicle, electric or gasoline propelled, that is customarily utilized in the playing of the game of golf.

(c) Penalty. Any person violating the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed five hundred dollars ($500.00), imprisonment in the county jail for a period not to exceed six (6) months, or by both such fine and imprisonment. (Ord. No. 1093, § A, 6-15-76)

Sec. 19-10. Presence upon golf course when closed to public declared unlawful.

(a) It shall be unlawful for any person to enter upon the Porterville Municipal Golf Course for the purpose of playing or practicing the game of golf or to play or practice the game of golf on any day when said golf course is closed to play to the general public.

(b) It shall be unlawful for any person to remain upon the Porterville Municipal Golf Course on any day when the same is closed to play to the general public when instructed to leave or depart by the golf course manager, any of his agents or employees, or any officials, agents or employees of the City of Porterville.

(c) Any person violating any of these provisions or failing to comply with any requirement of this section is guilty of a misdemeanor. Any person convicted of the misdemeanor under the provisions of this section shall be punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment. (Ord. No. 990, §§ 14, 1-5-71)

Editor's noteOrd. No. 990, §§ 14, adopted Jan. 5, 1971, did not expressly amend the Code, hence codification herein as § 19-10 was at the discretion of the editor.

Sec. 19-11. Closing hours in parks.

(a) It shall be unlawful for any person to enter, to remain in, or to refuse to leave Murry Park, Westview Park, Olivewood Park, Noon Lions' Park, North Park, or Zalud Park between the hours of 10:00 p.m. and 5:00 a.m.
(b) The Zalud Park tennis courts shall be excluded from such restriction as stated in subsection (a) above.

(c) Any person in violation of this section shall be guilty of a misdemeanor. (Ord. No. 1219, §§ AC, 10-28-80)


Secs. 19-1219-30. Reserved.
### Commissioners Record of Attendance

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9 8 8 8 7 4 4 4 4 3

### Commissioners Record of Attendance

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<td>X</td>
<td>Q</td>
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<td>George Luna</td>
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<td>Greg Shelton</td>
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<td>Tom O'Sullivan</td>
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<td>John Hardin</td>
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<td>U</td>
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<tr>
<td>Chris Edwards</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>U</td>
<td>X</td>
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<tr>
<td>Hector Villicana</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>U</td>
<td>X</td>
<td>X</td>
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</table>

4 4 5 4 5 5 5 6 7

X = Attended meeting  E = Excused Absence

*Committee of the whole meeting

**No Meeting - Lack of items.
**SUBJECT:** UPDATE AND PRIORITIZATION OF CAPITAL IMPROVEMENT AND CERTIFICATES OF PARTICIPATION PROJECTS

**SOURCE:** PUBLIC WORKS DEPARTMENT

**COMMENT:** During the City Council meeting of July 5, 2005, Council directed staff to work on refinancing the existing Certificates of Participation (COP) to extend funding for the under funded and unfunded projects for fiscal year 2005/06. Included in that staff report was a current list of identified Capital Improvement Projects that were either unfunded or partially unfunded. Following are those projects:

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>FUNDING STATUS</th>
<th>AMOUNT*</th>
<th>ESTIMATED INFLATION**</th>
</tr>
</thead>
<tbody>
<tr>
<td>***West Gibbons Recon.</td>
<td>Refinance</td>
<td>$123,385</td>
<td>$123,385</td>
</tr>
<tr>
<td>“A” St. Recon. &amp; Storm Dr.</td>
<td>Under funded</td>
<td>$7,700</td>
<td>$9,625</td>
</tr>
<tr>
<td>Indiana – Putnam to Olive – Street</td>
<td>Under funded</td>
<td>$27,500</td>
<td>$34,375</td>
</tr>
<tr>
<td>Jaye Street Bridge Design</td>
<td>Under funded</td>
<td>$38,500</td>
<td>$48,125</td>
</tr>
<tr>
<td>Jaye – 190 to Springville</td>
<td>Under funded</td>
<td>$179,300</td>
<td>$224,125</td>
</tr>
<tr>
<td>Prospect St. Recon.</td>
<td>Under funded</td>
<td>$11,550</td>
<td>$14,438</td>
</tr>
<tr>
<td>Westwood St. – Henderson past Slough</td>
<td>Unfunded</td>
<td>$440,000</td>
<td>$550,000</td>
</tr>
<tr>
<td>Airport Industrial Dev. – Storm Dr.</td>
<td>Unfunded</td>
<td>$1,364,000</td>
<td>$1,705,000</td>
</tr>
<tr>
<td>Gibbons – Main to Indiana – Street</td>
<td>Unfunded</td>
<td>$2,318,800</td>
<td>$2,898,500</td>
</tr>
<tr>
<td>Gibbons – Main to Indiana – Storm Dr.</td>
<td>Unfunded</td>
<td>$419,100</td>
<td>$523,875</td>
</tr>
<tr>
<td>Indiana Low Water Crossing – Street</td>
<td>Unfunded</td>
<td>$2,337,500</td>
<td>$2,921,875</td>
</tr>
<tr>
<td>Jaye – 190 to Gibbons – Street</td>
<td>Unfunded</td>
<td>$2,624,050</td>
<td>$3,280,063</td>
</tr>
<tr>
<td>Jaye – 190 Intersection Improvements (City)</td>
<td>Unfunded</td>
<td>$275,000</td>
<td>$343,750</td>
</tr>
<tr>
<td>Jaye – 190 to Gibbons – Storm Dr.</td>
<td>Unfunded</td>
<td>$312,840</td>
<td>$391,050</td>
</tr>
<tr>
<td>Poplar Road (North) – Connects to Main St.</td>
<td>Unfunded</td>
<td>$550,000</td>
<td>$687,500</td>
</tr>
<tr>
<td>Olive/Mathew – Signal (match)</td>
<td>Unfunded</td>
<td>$32,953</td>
<td>$41,191</td>
</tr>
<tr>
<td>Jaye/Olive – Signal</td>
<td>Unfunded</td>
<td>$220,000</td>
<td>$275,000</td>
</tr>
<tr>
<td>Jaye/Orange – Signal</td>
<td>Unfunded</td>
<td>$220,000</td>
<td>$275,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$11,502,178</strong></td>
<td><strong>$14,346,877</strong></td>
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<tr>
<td><strong>TOTAL FOR JAYE STREET CORRIDOR</strong></td>
<td></td>
<td><strong>$9,618,475</strong></td>
<td><strong>$11,992,248</strong></td>
</tr>
</tbody>
</table>

---

* Amount was increase by 10% from the cost in the Ten Year Plan for the July 5, 2005 staff report.
** Additional amount of 25% was added for the estimated inflation factor for this report.
*** West 1,320' recon. by Smee, Reimbursement agreement approved by Council Oct. 11, 2005.

**APPROPRIATED/FUNDED**   [Signature]

**ITEM NO.** 27
Option One would reserve all funds from the refinance for the Jaye Street Corridor but at the expense of several of the Council’s current priority projects. Option Two would complete those priority projects and reserve approximately $2,589,865 as currently estimated or $2,468,177 at inflated estimates for the Jaye Street Corridor. Option Three would complete projects listed in the Capital Improvement Strategies Ten Year Plan for 2005/06 that are not associated with the Jaye Street Corridor, and reserve approximately $1,192,912 at current estimate or $721,986 at inflated estimates for the Jaye Street Corridor.

For Council’s information, following are the projects in order of priority to best serve development in the Jaye-190 area should City Council approve staff’s recommendation to proceed with Option Two:

<table>
<thead>
<tr>
<th>ORDER</th>
<th>PROJECT</th>
<th>AMOUNT*</th>
<th>ESTIMATED INFLATION**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>West Gibbons Recon.</td>
<td>$123,385</td>
<td>$123,385</td>
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<tr>
<td>1</td>
<td>“A” St. Recon. &amp; Storm Dr.</td>
<td>$7,700</td>
<td>$9,625</td>
</tr>
<tr>
<td>1</td>
<td>Indiana – Putnam to Olive – Street</td>
<td>$27,500</td>
<td>$34,375</td>
</tr>
<tr>
<td>1</td>
<td>Prospect St. Recon.</td>
<td>$11,550</td>
<td>$14,438</td>
</tr>
<tr>
<td>1</td>
<td>Westwood St. – Henderson past Slough</td>
<td>$440,000</td>
<td>$550,000</td>
</tr>
<tr>
<td>1</td>
<td>Olive/Mathew – Signal (match)</td>
<td>$32,953</td>
<td>$41,191</td>
</tr>
<tr>
<td>2</td>
<td>Jaye – 190 to Springville</td>
<td>$179,300</td>
<td>$224,125</td>
</tr>
<tr>
<td>3</td>
<td>Jaye – 190 Intersection Improvements (City)</td>
<td>$275,000</td>
<td>$343,750</td>
</tr>
<tr>
<td>4</td>
<td>Jaye Street Bridge Design</td>
<td>$38,500</td>
<td>$48,125</td>
</tr>
<tr>
<td>4</td>
<td>Jaye/Olive – Signal</td>
<td>$220,000</td>
<td>$275,000</td>
</tr>
<tr>
<td>4</td>
<td>Jaye/Orange – Signal</td>
<td>$220,000</td>
<td>$275,000</td>
</tr>
<tr>
<td>5</td>
<td>Jaye – 190 to Gibbons – Storm Dr.</td>
<td>$312,840</td>
<td>$391,050</td>
</tr>
</tbody>
</table>

Funding at current estimates will fund the above projects leaving a balance of $1,311,272 for the Jaye – 190 to Gibbons Street project (below) or leave a balance of $869,936 at the estimated inflation cost. This balance could be combined with future impact fees to construct Jaye-190 to Gibbons.

<table>
<thead>
<tr>
<th>ORDER</th>
<th>PROJECT</th>
<th>AMOUNT*</th>
<th>ESTIMATED INFLATION**</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Jaye – 190 to Gibbons – Street</td>
<td>$2,624,050</td>
<td>$3,280,063</td>
</tr>
<tr>
<td>6</td>
<td>Gibbons – Main to Indiana – Street</td>
<td>$2,318,800</td>
<td>$2,898,500</td>
</tr>
<tr>
<td>6</td>
<td>Gibbons – Main to Indiana – Storm Dr.</td>
<td>$419,100</td>
<td>$523,875</td>
</tr>
<tr>
<td>7</td>
<td>Poplar Road (North) – Connects to Main St.</td>
<td>$550,000</td>
<td>$687,500</td>
</tr>
<tr>
<td>8</td>
<td>Indiana Low Water Crossing – Street</td>
<td>$2,337,500</td>
<td>$2,921,875</td>
</tr>
<tr>
<td>9</td>
<td>Airport Industrial Dev. – Storm Dr.</td>
<td>$1,364,000</td>
<td>$1,705,000</td>
</tr>
<tr>
<td>Balance needed to complete Jaye Corridor</td>
<td>$8,302,178</td>
<td>$11,146,877</td>
<td></td>
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</table>
These project budgets are estimates and vary measurably due to increases in construction material and fuel costs. In addition, some of the projects still require environmental clearance and once the environmental studies are complete and budgets are prepared for the improvements, staff will be able to generate more accurate cost estimates.

During the City Council meeting of November 1, 2005, a resolution was adopted authorizing the preparation, circulation, and execution of the documents related to the COP refinance. Based on current interest rates, the refinance would generate approximately $3.2 million in new money. Following are three options for using the generated funds:

Option 1: Reserve all funds for the Jaye Street Corridor projects. As shown in the table above, the total estimated cost of the Jaye Street Corridor projects is $9,618,475 ($11,992,248 with inflation factor). The $3.2 million from the refinance could cover approximately one third (at current estimate) of the cost for these improvements. However, focusing all the funds to the Jaye Street Corridor projects would eliminate the following projects from the fiscal year 2005-06 Capital Improvement Program:
1. "A" Street Reconstruction
2. Indiana – Putnam to Olive Construction
3. Prospect Street Reconstruction
4. Westwood Street – Henderson past Slough
5. Airport Industrial Development – Storm Drain
6. Olive/Mathew – Signal

Option 2: Fund projects in the amount of $610,135 ($731,823 with inflation factor) that were approved in the 2005/06 Budget and are partially funded from other funding sources and reserve the remaining funds for the Jaye Street Corridor. Projects that could be completed, at the current estimate are:
1. "A" Street Reconstruction
2. Indiana – Putnam to Olive Construction
3. Prospect Street Reconstruction
4. Westwood Street – Henderson past Slough

Option 3: Fund projects not related to the Jaye Street Corridor, other than West Gibbons reconstruction, as listed in the Capital Improvement Strategies Ten Year Plan for 2005/06 in the amount of $2,007,088 ($2,478,014 with inflation factor) and reserve the remaining funds for the Jaye Street Corridor. Projects that could be completed are:
1. "A" Street Reconstruction
2. Indiana – Putnam to Olive Construction
3. Prospect Street Reconstruction
4. Westwood Street – Henderson past Slough
5. Airport Industrial Development – Storm Drain
6. Olive/Mathew – Signal
RECOMMENDATION:  That the City Council:

1. Approve Option Two;

2. Direct staff to proceed with the projects listed in Option Two once the refinance of the COP’s is complete; and

3. Direct staff to reserve the remaining funds from the refinancing of the COP’s, after completion of the priority projects, for the Jaye Street Corridor.

ATTACHMENTS:  1. COP – Streets and Bridges
   2. Capital Improvements Strategies – Ten-Year Plan
SUBJECT: CONSIDERATION OF HIRING FREEZE

SOURCE: Administrative Services

COMMENT: At a prior Council Meeting, the City Council authorized staff to fill positions previously left vacant due to the hiring freeze. Direction was given to return in November with an update and recommendation to review positions vacated between July and November of 2005. At present, no additional vacancies have been created. Staff will return with a follow-up in January for future action.

On a related matter, building activity in the City continues to grow at an increasing rate. As discussed during budget development, staff would monitor building permit activity, revenue growth, and budget savings to determine if an additional building inspector position could be funded this fiscal year. Staff has determined that budget savings derived from vacancies due to the hiring freeze is sufficient to cover the cost of an additional building inspector position for the remainder of the fiscal year.

It is recommended that a limited term building inspector position be created to allow the City to facilitate growth and provide inspection services in a timely fashion. It has also been noted that an increasing number of unpermitted construction projects have gone undetected and unchallenged in this current rapid-paced environment. This additional position would allow staff to follow up with those unpermitted projects.

RECOMMENDATION: That the City Council authorize one limited term Building Inspector position to be funded with General Fund salary savings derived from temporary vacancies resulting from the hiring freeze.

ATTACHMENT: Summary of Permit Activity through October 2005.
<table>
<thead>
<tr>
<th>PERMIT</th>
<th>NO. PERMITS</th>
<th>VALUATION OF BUILDING CONSTRUCTION</th>
<th>PERMIT FEES</th>
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<td></td>
<td>THIS MONTH</td>
<td>SAME MO.</td>
<td>THIS YR. TO DATE</td>
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<tr>
<td>NEW RESID.</td>
<td>21</td>
<td>17</td>
<td>231</td>
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<td>NEW COMM.</td>
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<td>0</td>
<td>12</td>
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<td>RESID. IMPROV.</td>
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<td>4</td>
<td>73</td>
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<tr>
<td>COMM. IMPROV.</td>
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<td>1</td>
<td>33</td>
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<td>OTHER</td>
<td>77</td>
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<td>ELECT.</td>
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<td>82</td>
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<tr>
<td>PLUMB.</td>
<td>3</td>
<td>9</td>
<td>91</td>
</tr>
<tr>
<td>TOTAL</td>
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<td>62</td>
<td>1,010</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>NEW DWELLING UNITS</th>
<th>THIS MONTH</th>
<th>SAME MO.</th>
<th>THIS YR. TO DATE</th>
<th>LAST YR. TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SINGLE FAMILY</td>
<td>21</td>
<td>16</td>
<td>228</td>
<td>215</td>
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<td>APTS.</td>
<td>0</td>
<td>4</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL</td>
<td>21</td>
<td>20</td>
<td>253</td>
<td>235</td>
</tr>
</tbody>
</table>

quattroprolmonthlykep October 2005

Chief Building Official

B. D. Date
SUBJECT: CONSIDERATION OF CITY FLAG DESIGN CONTEST

SOURCE: Administration

COMMENT: To date the City of Porterville has not adopted an official City Flag for display and use. It has been the custom to simply use the City Seal, City Logo, or All America City Seal on a plain white background when a flag is needed at meetings or conferences, such as the League of California Cities. At this time, staff would like Council permission to explore the possibility of having a City-sponsored City Flag Design Contest which would be open to the general public.

It is proposed that a committee consisting of the City Manager’s Administrative Analyst I, the Chief Deputy City Clerk, and the Chief of Parks and Leisure Services Operation provide a general list of guidelines for participants and set a time frame for submittal of designs. Notification would be provided through the High Schools, Porterville College, service organizations, Chamber of Commerce, Downtown Porterville Association, etc. Upon submittal, the City Flag designs would then be reviewed by the Committee and the top design(s) would be presented to the City Council for approval and adoption. Any necessary funding or budget adjustments for the production of an Official City of Porterville Flag would also be presented at that time.

RECOMMENDATION: That the City Council authorize the formation of the City Flag Contest Committee, consisting of City staff as recommended, and authorize the Committee to formulate a set of general guidelines and provide for the promotion and notification to the public regarding the City Flag Design Contest.
PORTERVILLE PUBLIC FINANCING AUTHORITY

SUBJECT: ANNUAL MEETING OF THE PORTERVILLE PUBLIC FINANCING AUTHORITY

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - REDEVELOPMENT

COMMENT: In 1992, the Porterville Public Financing Authority was formed designating the City Council members as directors. According to the Authority's By-laws, an annual meeting is to be held each year to report on the progress of the Redevelopment Projects being funded by Bond Issue #1 issued in December 1992. A status report for these projects is provided as an attachment to this agenda item.

RECOMMENDATION: That the City Council, sitting as the Porterville Public Financing Authority, hold a public meeting in accordance with the Authority's By-laws, accept public comment, and approve the 2005 Status Report for the Redevelopment Bond Issue #1 Projects.

PORTERVILLE REDEVELOPMENT AGENCY  
Bond Issue No. 1  
Status Report  
As of November 1, 2005

1992 Total Bond Issue: $6,185,000  
Redevelopment Fund $4,682,242  
Low and Moderate Income Housing Fund $1,170,561

<table>
<thead>
<tr>
<th>REDEVELOPMENT FUND</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Streetscape:</td>
<td></td>
</tr>
</tbody>
</table>
| Main Street – Morton Avenue to Olive Avenue  
(includes conversion of Main Street, Second Street and Hockett Street to two-way traffic) | Complete |
| Putnam Avenue and Olive Avenue – Hockett Street to Second Street | Design Phase Complete |
| Street and Pedestrian Lighting of side streets | Construction Documents Complete |
| Alley Lighting – Morton Avenue to Olive Avenue | Construction Documents Complete |
| Street Furnishings | Phase I Complete; Additional Phases to be accomplished as funds become available |
| Main Street – Olive Avenue to Orange Avenue | Design Phase Complete |
| **Parking Lots – Construction and Acquisition:** |        |
| Second/Harrison | Complete |
| Hockett/Oak | Site was acquired by the City of Porterville and construction completed for a Transit Center on site utilizing alternative funding source. |
| Second/Olive and adjacent lots | Complete |
| Railroad – Fourth, Morton to Thurman | Phase I Complete  
(Morton to Harrison)  
One parcel has been sold in 2003-04. |
### Building Renovation:

| Financial Incentive Program | 14 Façade Renovations Complete |

### Building Assistance:

| Chamber of Commerce Office Complex | Complete |

### Loan Repayment:

| City Loan Repayment – Risk Management Fund | Complete |

### LOW AND MODERATE INCOME HOUSING FUND

| Low and Moderate First-Time Homebuyer Program HOME Grant Match No. 1 (1994) | Complete ($250,000 expended) |
| Low and Moderate First-Time Homebuyer Program HOME Grant Match No. 2 (Year 2002) | Complete ($121,951 expended) |
| Low Income Homebuyer Casas Buena Vista Homebuyer Assistance | Allocated $564,492  
Received* $54,919  
Expended $391,112  
Available Balance: $228,299 |
| Casas Buena Vista Project  
Common Area Improvements, Utilities, Meeting Expenses, Escrow Costs, Debt Service | Allocated $260,000  
Increase in Allocation** $144,575  
Expended $283,635  
Available Balance: $120,940 |
| Multifamily Rental Construction Program:  
Project #1: St. James Place  
Construction Complete February 2005 | Complete ($116,915 expended) |
| Project #2: Date Avenue Apartments Infrastructure | Complete ($115,000 expended) |
| Implementation Plan | Complete ($24,364 expended) |

*Home buyer program received $54,919 from pay-offs of prior loans.

**Reallocation from St. James project.

Note: Bond funds have been allocated toward the highest priority projects as detailed in the Redevelopment Strategic Plan. Projects detailed in the Redevelopment Strategic Plan with a lower priority ranking are not included in this Status Report due to lack of available funds.