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:

7:00 P.M. RECONVENE OPEN SESSION
REPORT ON ANY ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Mayor Pro Tem Cameron Hamilton
Invocation

PROCLAMATIONS
   “Public Schools’ Month”
   “Senior Citizen Day”

PRESENTATION
   Employee of the Month - Maria Medina

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 of February 28, 2006 and March 14, 2006

2. Approval of Payment - Tulare County Auditor/Controller
   Re: Authorizing payment of $17,733.61 for the City’s share of costs for November 8, 2005 Special Consolidated Statewide Election regarding Measure H.

3. Negotiated Purchase - Crisis Response Telephone
   Re: Authorizing staff to begin negotiations with Rescue Phone, Inc. of Crofton, MD for purchase of crisis response telephone and related equipment, and approving payment of same upon satisfactory delivery.
4. **Award Contract for Lead Base Paint Services for Housing Rehabilitation Loan Program**  
Re: Awarding contract for inspection, testing, risk assessment, monitoring, and clearance of lead base paint to LeMon Enterprises of Reedley.

5. **Revised Consolidated Waste Management Authority (CWMA) Agreement**  
Re: Approving revised Agreement adding Tulare County and removing City of Woodlake as members, and requiring alternate members to be governing board members.

6. **Reimbursement for the Construction of Multiple Master Plan Facilities - Orchard Ridge Subdivision**  
Re: Approving reimbursement in amount of $341,826.89 to Centex Homes for facilities located generally north of Westfield Ave., between Lombardi St. and Belmont St., pursuant to §§ 19A-11, 19A-12, 25-45.1, and 25-32.3; accepting Grant Deed for the Storm Drain Reservoir; and authorizing Clerk to record same.

7. **Set Public Hearing for Refuse Rate Increase for Curbside Recyclables Collection**  
Re: Setting public hearing for June 6, 2006 for public commentary regarding new residential refuse service rates to include curbside recyclable collection at an additional $.90 per account.

Re: Approving multi-day event from May 5 to May 7, 2006 including a parade down Main Street and a Fiesta with Beer Garden at the Municipal Ball Park on Olive Avenue, subject to stated restrictions.

9. **Approval for Community Civic Event - Porterville Unified School District, Porterville Celebrates Reading, April 2, 2006**  
Re: Approving event to be held on April 22, from 8:30 a.m. to 2:30 p.m. at the Porterville Fair Grounds, subject to stated restrictions.

10. **Setting of a Public Hearing for Establishing Lighting and Landscape Maintenance Districts and Tax Assessments for Parcels Within: Sierra Meadows, Phase One Subdivision; Williams Ranch, Phases Two and Three Subdivision; Sunrise Villa, Phase One Subdivision; New Expressions, Phase Four Subdivision; Meadow Breeze, Phase One Subdivision; Meadow Breeze, Phase Two Subdivision; Amalene Estates Subdivision; and Riverview Estates, Phase Four Subdivision.**  
Re: Adopting Resolution Declaring Intent to Form Districts, Levy and Collect Assessments, and setting a public hearing for April 18, 2006.

11. **Federal Aviation Administration M.O.A.**  
Re: Approving Memorandum of Agreement providing for the construction, operation and maintenance of FAA-owned equipment at the Porterville Municipal Airport.

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

12. Voting Display Panel
   Re: Considering upgrade of voting display panel in Council Chambers at a cost of $1,244.14 to
   provide for display on Council computers and presentation screen.

13. Selection and Appointment of Consolidated Waste Management Authority (CWMA) Alternate
   Re: Appointing an alternate from the City Council to serve on the CWMA, pursuant to the
   revised CWMA Agreement.

   Re: Setting the date of the Council Reorganization meeting pursuant to State Code, and setting
   an alternative date for the first regular meeting in July which falls on the July 4th holiday.

15. Consideration of State Legislative Programs for the City of Porterville
   Re: Approving letter to State Assemblyman Bill Maze and State Senator Roy Ashburn
   identifying legislative priorities in addition to those set forth in the City’s previous letter of
   December 6, 2005.

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 April 18, 2006

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 Chief 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.
Call to Order at 6:32 p.m.
Roll Call: Council Member Irish, Council Member West, Mayor Pro Tem Hamilton, Council Member Stadtherr, Mayor Martinez

Pledge of Allegiance Led by Mayor Pro Tem Cameron Hamilton
Invocation - a moment of silence was observed.

ORAL COMMUNICATIONS
None

PUBLIC HEARING
1. COST ALLOCATION PLAN AND USER FEE STUDY

Recommendation: That the City Council:
1. Open the public hearing on the Cost Allocation Plan and User Fee Study; and
2. Adopt the proposed fee schedule.

City Manager John Longley presented the item, and introduced Mr. Dan Edds of MAXIMUS, Inc. who provided a presentation of the Cost Allocation Plan and User Fee Study. With respect to the Cost Allocation Plan, Mr. Edds spoke of both direct and indirect cost allocation. As to the User Fee Study, he addressed its purpose, spoke of the inter-relation of the Allocation Plan and the Fee Study, and then elaborated on the various steps taken by him and staff to arrive at the suggested fee adjustments. Mr. Edds lastly advocated for full cost recovery, indicating that the users who benefitted the most should incur the cost.

The Council recessed for 5 minutes.

The public hearing opened at 7:05 p.m.

• Greg Shelton, 888 N. Williford Drive, spoke against 100% cost recovery, stating that the inclusion of City-wide overhead costs in the cost recovery calculation amounted to double taxation, as citizens already funded such costs through taxes.
• Bob Keenan, Executive Vice President of the Building Industry Association, spoke against full cost recovery, and questioned comments made by Mr. Edds justifying full cost recovery.
• Jim Winton, business address at 150 West Morton Avenue, questioned the figures provided in the spreadsheets, with the exception of the productive hourly rate, and noted the disparity between the weight of indirect costs in the equation in Planning versus Engineering. He then spoke against the full cost recovery, noting that applicants should not bear the brunt of funding the cost of public services provided.
Robert Keenan, address on record, commented on the illegality of basing fees on the valuation of a project.

The public hearing closed at 7:22 p.m.

Council Member Irish questioned the necessity of increasing the fees and noted the benefits gained by the City from the developers. He then inquired as to Mr. Edd’s expertise and how the City’s cost for a lot line adjustment compared to other cities. He suggested that the time estimates provided by staff for tasks were likely inflated. Council Member Irish then commented that he believed the counter time could be reduced if the City utilized the internet more for processing applications. He lastly referred everyone to Home Occupational Permit Fees and questioned the validity of basing the rate structure on a fluctuating number of issued permits.

Mr. Edds responded that the range between cities varied so greatly due to different processes and regulations, a like-comparison would not be possible. He then elaborated on the checks and balances designed into the system to determine time estimates and responded to Council Member Irish’s concern regarding the fee structure.

Mayor Pro Tem Hamilton agreed with Council Member Irish’s concerns that an increase in volume would create a profit or revenue stream, and questioned where that revenue would go. He voiced concern with the model and surmised that if volume increased, the City would collect more fees than was necessary for cost recovery. A discussion ensued as to the likelihood of such a situation occurring, during which Mr. Longley stated that if volume substantially increased, more personnel would be needed, which would thereby increase costs. Mayor Pro Tem Hamilton disagreed with Mr. Longley’s assessment that increasing staff would be necessary.

Mr. Longley elaborated on the deficiencies in the current fee schedule, and spoke of the proposed fee methodology and schedule. He indicated that he did not foresee a “profit” from the fees, but rather the ability to free-up tax dollars that were currently utilized to subsidize fee revenue deficiencies. He stated that he would like to utilize those tax dollars to improve technology and increase staffing levels to allow for programs such as code enforcement.

Council Member West suggested that when compared with Tulare and Visalia, Porterville appeared to be moving backwards and curtailing growth and development. He questioned why the City’s proposed fees were so much higher than comparison cities.

Council Member Irish commented that he did not believe the intent with the 1988 MSI Study had been to seek recover all the costs, but rather to offset the costs. He noted that the current study recommended full cost recovery.

Mr. Edds clarified that as a standard practice, MAXIMUS, Inc. included City-wide overhead costs as a part of the cost recovery calculation, unless specifically told not to do so.

Mayor Pro Tem Hamilton commented on what he believed to be the many benefits gained by developers, such as tax revenues generated off new homes built in the area, and sales taxes
generated by the new residents. He then voiced support for eliminating the overhead costs of the calculation, as well as the non-personnel costs. He opined that counter support was a support service and did not belong in the calculation.

Council Member Stadtherr elaborated on an analysis of the costs which he had personally conducted. He indicated that he attempted to split the costs into “public good” and “private good,” and cited the example of a park as a public good as many individuals could benefit from its use at one time, and a picnic gazebo within a park as a private good, as only one party could utilize the facility at one time. He noted that a fee was rightfully charged for that private use. He spoke of tax revenue used for the public good and voiced support for charging fees for the private good. He then confirmed with Mr. Keenan of the BIA that the development community expected to pay for the time and materials on a particular application. He then suggested various hypothetical situations and noted the need for being reasonable.

The City Manager offered a clarification as to the Council’s direction for staff. He indicated that he had understood from Mr. Winton and others that the $78.92 hourly rate was acceptable. He noted that the hourly rate applied to the direct costs, and referred everyone to page 3 of the Summary Tables provided with the staff report. A discussion ensued as to exactly what costs were included to reach the hourly rate of $78.92.

Mayor Pro Tem Hamilton spoke against charging for City-wide overhead, noting that the citizens were already paying for these services via taxes.

Mr. Longley suggested that the Council could provide direction as to methodology, the numbers could be recalculated and brought back to the Council for approval.

Council Member Irish again voiced concern with the validity of staff’s time. He then requested that a comparison be provided to the Council which reflected other local jurisdictions and how their staff rates compared to Porterville, such as for PRC. He noted that the City might be underestimating the fees.

Mr. Edds indicated that the rates were in line with those of Yuba and Butte Counties, for which MAXIMUS had just completed studies. He then spoke of the uniqueness of each jurisdiction with regard to fee calculations.

- Bob Keenan, BIA, came forward and spoke of the BIA’s agreement with the hourly rate of $78.92. He then requested that Mr. Edds address the inspection fee based on valuation, which he asserted was unconstitutional.

Mr. Longley requested that the Council make a decision as to whether it wished to pursue the fee adjustments.

Mr. Edds agreed that no fees could be based on valuation and that a nexus must be established between the cost of providing the service and the fee that was charged. He noted that MAXIMUS, Inc. had recommended the elimination of all valuation-based fees, and where applicable, had been reconfigured to a cost per square foot basis.
Mayor Martinez questioned whether the level of service would increase if the cost of fees were increased. He noted the need for some benefit to the applicant for paying more money.

Mr. Longley spoke of the Budget and the need to utilize General Fund monies to subsidize the cost of providing the services due to the deficiency in cost recovery through fees, which he estimated was approximately $700,000 per year. He stated that if such figure could be reduced, it would free up money to allow the City to be more responsive to the needs.

In response to a question posed by Mayor Martinez as to staffing levels, Public Works Director Baldo Rodriguez indicated that in 1986, the Engineering Department had one more staff member than the Department had presently. In terms of building inspectors, he stated that the levels for 1986 and the present had been the same until only just recently when an additional inspector had been brought on staff.

A discussion ensued as to the varying philosophies with regard to full cost recovery versus partial cost recovery and whether overhead should be included. City Attorney Julia Lew stated in contrast to commentary made that evening during the public hearing segment, she did not believe that the fee analysis sought to recover unrelated overhead, but rather only a portion of the overhead related to a specific application process.

At the request of Council Member West, Mr. Edds reiterated his reasons for pursuing full cost recovery.

Mayor Pro Tem Hamilton voiced concern with what he perceived was a characterization of developers as being predatory. He then reiterated his previous comments as to the benefits that development provided to the community, and suggested that developers already increased general fund revenue due to additional tax dollars being generated by their developments, yet the City proposed to again charge them via fees.

Council Member Irish agreed with Mayor Pro Tem Hamilton’s concerns and suggested that those who benefitted the City the greatest, would bear the brunt of paying the costs.

Mayor Martinez voiced support for everybody paying their fair share.

The Council recessed for ten minutes.

At the Mayor’s request, Mr. Longley proceeded to outline a potential course of action for the Council’s consideration. He proposed that the Council agree on a formula, at which point direction would be provided to staff to direct MAXIMUS, Inc. to recalculate the fees based on that agreed-upon formula. He stated that the fees could then come back to the Council for consideration at the second meeting in March. He then noted some of the concerns raised that evening, and suggested using the fee for a Conditional Use Permit as a possible starting point for the discussion. He stated that if the Council was successful in reaching agreement on a formula, that formula could also be applied to the Engineering Fees and also brought back at the second meeting in March.
Mayor Pro Tem Hamilton commented that he would only support fees based on direct project costs. He then agreed with Council Member Irish’s concern with regard to the validity of the staff’s time estimates, which were the basis for determining the hourly rate. He opined that there was no scientific data to support the hourly rate of $78.92.

Community Development Director Brad Dunlap elaborated on his involvement in the undertaking to establish average hourly rates for various project tasks, and emphasized the efficacy of the method employed. He then spoke of time constraints on his department.

The City Manager suggested that the only other methodology available to improve upon the current study would be a time and motion study. A discussion then ensued as to the challenges in providing comparisons with other cities as to hourly rates for projects, the primary challenge being the diverse systems in other jurisdictions. Mr. Edds indicated that comparison data could be provided for total costs and total time, yet not for specific costs.

Mayor Pro Tem Hamilton moved that the Council adopt the fee schedules based only on direct project costs. The motion failed for lack of a second.

COUNCIL ACTION: MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Hamilton that the Council approve none of the fees and keep the status quo.

M.O. 01-022806

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

Council Member Irish commented that the sitting Council had passed every fee increase and tax that had been brought before them.

COUNCIL ACTION: MOVED by Mayor Martinez, SECONDED by Council Member West that the Council approve the fees as recommended by staff.

M.O. 02-022806

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

Mr. Longley noted that the Council could also consider adopting a fee schedule with a staggered implementation.

Council Member Stadtherr moved that the Council direct staff to recalculate the fees with the direct personnel costs, direct non-personnel costs, information systems support, and other unidentified non-direct costs. A discussion ensued as to which costs were direct and which were indirect, as detailed on page 3 of the staff report.
Restating his motion, Council Member Stadtherr moved that the Council direct staff to recalculate the fees without counter costs and without general administration costs, and to implement said fee adjustments over a period of five years.

Mr. Longley suggested that such implementation might result in lower fee revenue than was currently collected.

Council Member Stadtherr’s motion died for lack of a second.

COUNCIL ACTION: MOVED by Mayor Pro Tem Hamilton, SECONDED by Council Member Stadtherr that the Council direct staff to recalculate the fees without the inclusion of indirect costs, and bring the item back to the Council.

M.O. 03-022806

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

Disposition: Approved.

After some clarification as to various elements of the Engineering Fees, it was decided that the Engineering fees would also be recalculated utilizing the same formula and brought back for Council’s consideration at the second meeting in March.

In response to concerns raised by Mayor Pro Tem Hamilton as to the Recreation fees stated in the MAXIMUS spreadsheet included in the staff report, Mr. Longley clarified that the fees would be recalculated based on the recovery rate percentages previously established by the Council. A discussion then ensued as to whether an administrative fee was included in the calculation.

Parks & Leisure Services Director Jim Perrine recalled that the rates were based on departmental cost recovery, which included direct costs plus departmental costs. He confirmed that a memo would be provided to the Council as to costs included in the fee calculation formula for Parks & Leisure Services.

The Council concurred that the Planning Fees, Police Fees and Engineering Fees would be brought back to the Council.

Mayor Pro Tem Hamilton commented that Police Fees strictly pertained to General Fund and questioned why they would be brought back. Mr. Longley indicated that historically fees had been charged, yet pointed out it would be the Council’s decision whether or not to pursue those fees.

OTHER MATTERS

• Mayor Pro Tem Hamilton noted the upcoming visit to Tulare County by the President of the Rose Bowl and requested that the Council present him with a key to the City. The cost was estimated to be approximately $150.
• Mayor Martinez agreed with Mayor Pro Tem Hamilton’s suggestion.

ADJOURNMENT
The Council adjourned at 9:00 p.m. to the meeting of March 7, 2006 at 6:00 p.m.

__________________________________________
Patrice Hildreth, Deputy City Clerk

SEAL

__________________________________________
Pedro R. Martinez, Mayor
PORTERVILLE CITY COUNCIL MINUTES
ADJOURNED MEETING - MARCH 14, 2006
MIKKABI ROOM - CITY HALL
291 N. MAIN ST. - 9:00 A.M.

Roll Call: Council Member Irish, Council Member West, Council Member Irish, Mayor Pro Tem Hamilton
Absent: Mayor Martinez

Pledge of Allegiance Led by Council Member Richard Stadtherr
Invocation: Moment of Silence

ORAL COMMUNICATIONS
None

SCHEDULED MATTER

1. PROJECT UPDATE MONTHLY STATUS REPORTS

The City Manager stated that this would be a review of the status of the current 145 projects and special activities which staff was currently involved with. The City Manager than asked the Directors to summarize from two to six or seven of the most current projects and give their status, starting with Community Development.

Mayor Pro Tem Hamilton stated that if Council had any questions they would give staff direction.

Brad Dunlap reviewed the following Community Development Projects:
• Hillside Development Ordinance
• GPA/ZC/PM/Development Agreement (Riverwalk) - This project has been scaled down to 400,000 square feet, with no General Plan Amendment or Zone Change. The Project will be back in late June or early July for update.
• General Plan Update
• Subdivision Ordinance Amendment
• CAL Home Grant
• Porterville Hotel - Staff is looking at utilizing the site and cleaning up a blighted site in the community.
• CDBG Annual Action Plan - Staff is still looking for committee member.
• Property Negotiations
• Wireless Ordinance - The draft is prepared and staff is making final adjustments.
• Submittal of Helen Putnam Award - Staff is working on this item.
Council Member Irish stated that on the downtown marketing plan, it would be nice if Council could obtain an exact list of parking downtown compared to retail space.

Mr. Dunlap stated that they could pull up the Omni-Means Study and revisit it. Council asked him to also find the number of parking spaces in the Parking District. Mr. Dunlap stated that staff had identified areas, but no funding was in place. Staff stated that they could also look at Section 108 funding for parking.

Mayor Pro Tem Hamilton asked about the Business Improvement Area Funding Options.

Mr. Dunlap stated that staff had discussed this with the Downtown Porterville Association and the options discussed were 1) continue doing what they were doing and get the City the audits; 2) have the City take it over and administer it; 3) have the Redevelopment Agency administer the funds; or, 4) have the Chamber of Commerce take it over. Mr. Dunlap stated that it all boils down to the fact that all the available resources are taken to hire office staff to try and find stability. Mr. Dunlap stated that one of the main benefits of having the Redevelopment Advisory Committee administer the funds was that the funds would not be hit for administrative costs, leaving more accessible funds for downtown. He stated that there was a problem with getting timely or complete financial records, and a lot of the activities once done were not being accomplished now. Mr. Dunlap stated that there was a dynamic of the Board going one way and the members going another.

The City Manager stated that there would be a staff report in terms of options when staff does the annual report in April or May.

Public Works Director Baldo Rodriguez reviewed the following Public Works items:
- Henderson Avenue
- Percolation Ponds on 40 acres east of Hunsaker Property
- Plano Bridge Widening - Mr. Rodriguez also clarified that there would be a retaining wall on the Max Young property.
- Airport Water Inter-tie
- Core Area Project, Area 2 & 4 - Mr. Rodriguez stated that they would be paring down the concrete work with the amount of money they had available.
- Eastside Water Projects - Mike Reed, City Engineer, reviewed the current eastside water projects, including wells and tanks.

Council Member Irish questioned the width of the sidewalk in front of the Social Security Office and the difference with the sidewalks to the west and east of that development.

Public Works Director Baldo Rodriguez stated that he would do some background on that issue.

Council Member Irish stated that they needed continuity on the sidewalks between Porter and Indiana.
Parks and Leisure Services Director Jim Perrine then reviewed the following list of projects:

- Skateboard Park - Bidding until April 11, 206.
- Golf Course Management - This is on the agenda for March 21, 2006.
- Rails to Trails - Hopefully this will go to bid in April.
- New Landscape Maintenance Districts Reports and Assessments - There are eight new districts set for public hearing on March 21.

Council Member Irish stated that the Wisconsin Manor Landscape Maintenance District was in bad shape and a very poor district.

The City Manager stated that they had looked at abandoning that District because it was not working.

- Heritage Tot Lot - The redesign is underway.

Mayor Pro Tem Hamilton asked about the water slide design, and staff stated that they would have to take the complete design and break out the slide design.

The City Manager reviewed the Administrative Services and Administration lists and spoke on the following projects:

- 2006/07 Budget - Staff has a framework done and they can go over it with Council members individually when they come in.
- Hiring Administrative Services Manager - Staff was close to hiring an applicant, and they were finishing the recruitment process. They would be looking at making an announcement in the next couple of weeks.
- Airport Layout Plan

OTHER MATTERS
None

ADJOURNMENT
The Council adjourned to the meeting of March 21, 2006 at 6:00 p.m.

Georgia Hawley, Chief Deputy City Clerk

SEAL

Cameron Hamilton, Mayor Pro Tem
SUBJECT: APPROVAL OF PAYMENT - TULARE COUNTY AUDITOR/CONTROLLER

SOURCE: Administrative Services Department/City Clerk Division

COMMENT: The Tulare County Registrar of Voters has now submitted the City's invoice totaling $17,733.61 for our share of conducting the November 8, 2005 Special Consolidated Statewide Election in regard to Measure H.

This Election on the City's behalf was done at the request of the City Council on August 1, 2005.

RECOMMENDATION: That the Council authorize the payment of the invoice in the amount of $17,733.61 to the Tulare County Registrar of Voters.

Attachment: Tulare Auditor/controller Registrar of Voters Invoice
CLIENT: CITY OF PORTERVILLE MEASURE H
291 NORTH MAIN STREET
PORTERVILLE, CA 93618

CONTACT: GEORGIA HAWLEY, CITY CLERK

ELECTION: Special Consolidated Statewide Election
DATE: March 13, 2006
PHONE: 559.782.7442

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<td>2,059.53</td>
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<tr>
<td>Special Departmental</td>
<td>4,852.54</td>
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<td>Absentee – not SB90 Claim</td>
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<tr>
<td>Building Rents</td>
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<td>Election Services Labor</td>
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Invoice Total $17,733.61

PLEASE REMIT TO:
Tulare County Registrar of Voters
5951 South Mooney Boulevard
Visalia, CA 93277

TERMS: Net 30

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<th>Election Statistics</th>
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<td>Registered Voters</td>
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<td>Ballots Casts</td>
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<td>2.81</td>
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<tr>
<td>Percent Turnout</td>
<td>47.20%</td>
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SUBJECT: Negotiated Purchase – Crisis Response Telephone

SOURCE: Porterville Police Department

COMMENT: In accordance with the City’s Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 10, 1987, staff hereby requests approval to negotiate with a sole source vendor, Rescue Phone, Incorporated, for the purchase of a crisis response telephone. The Police Department is adding this equipment to its emergency response program. The crisis response telephone will be used by our Hostage Negotiation Team to enable communication during critical incidents involving negotiation with hostage takers or barricaded subjects. The Police Department plans to purchase one Rescue Phone with accessories at an approximate cost $5,900.

Funds for the purchase of this equipment are available through a Homeland Security Grant.

RECOMMENDATION:

That Council authorize Staff to begin negotiations with Rescue Phone, Incorporated of Crofton, Maryland, for the purchase of a crisis response telephone and related equipment for the Police Department’s critical response team. Further, that Council authorize payment upon satisfactory delivery of this item.

ATTACHMENT: 1. Rescue Phone, Inc. price sheet
Lieutenant Eric Kroutil  
Porterville Police Department  
SWAT/HNT Team Commander  
350 North D Street  
Porterville, CA 93257

February 24, 2006

We have received your recent inquiry for information concerning our hostage negotiator telephone systems. This letter informs you that the original equipment manufacturer of the products you have described is Rescue Phone, Inc. Our FEIN is 52-1864604. Please be advised that Rescue Phone, Inc. is the patent holder for these products and as such is the sole source/manufacturer of the products called for in your inquiry.

Pricing and ordering information for our hostage negotiator telephone systems are as follows:

**RESCUE PHONE CRISIS RESPONSE TELEPHONE**  $5,000.00

The Rescue Phone CRT consists of the following:
- Rescue Phone CRT negotiation console
- 2 Lightweight Plantronics headsets for negotiators
- Headset Mic LED indicators
- 1 command Speaker
- Loop test switch with LED
- 1 Throw phone and wire spool with 1000 feet of telephone wire
- All necessary plugs, cords, and adapters
- 8 Speaker outputs, 3 recorder outputs with 1 loop start controller
- Tape recorder and 3 tapes
- Parallel phone line and throw phone connections

**RESCUE PHONE THROW CASE**  $500.00

The Rescue Phone Throw Case includes:
- Hard Shell Case in Orange or Black, Telephone and 50’ of Armored Cable

**CALIFORNIA USE TAX @ 7.25 %**  398.75

**TOTAL**  $5,898.75

These prices include shipping to your location. We accept government purchase orders, American Express, Master Card and Visa. If I can be of further assistance, please call.

Sincerely,

Sam Hicks  
Manager

035-5020-013-880  
Vendor 8201
SUBJECT: AWARD CONTRACT FOR LEAD BASE PAINT SERVICES FOR HOUSING REHABILITATION LOAN PROGRAM.

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The City solicited proposals for Lead Base Paint Services in order to expand its Housing Rehabilitation Loan Program for homes built prior to 1978 and comply with HUD lead base paint requirements. After consideration and comparison of six proposals, LeMon Enterprises of Reedley, California, rated highest in the analysis with a score of 60. Below are the ratings for the six contractors:

<table>
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<tr>
<th>Company</th>
<th>Location</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>LeMon Enterprises</td>
<td>Reedley</td>
<td>60 Pts</td>
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<tr>
<td>JSA Associates</td>
<td>Fresno</td>
<td>55 Pts</td>
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<tr>
<td>Hazard Management Services</td>
<td>Fresno</td>
<td>47 Pts</td>
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<tr>
<td>T. Brooks &amp; Assoc.</td>
<td>Clovis</td>
<td>46 Pts</td>
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<td>Environment &amp; Safety Mgmt Serv.</td>
<td>Bakersfield</td>
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</tr>
<tr>
<td>Advanced Lead Paint Inspections</td>
<td>Fresno</td>
<td>45 Pts</td>
</tr>
</tbody>
</table>

A Service Agreement for all lead base paint services which include inspection, testing, risk assessment, monitoring, and clearance of dwelling sites has been prepared for LeMon Enterprises.

RECOMMENDATION: That the City Council:

1. Approve the award of contract for lead base paint services to LeMon Enterprises; and

2. Authorize the Mayor to sign the Service Agreement on behalf of the City.

ATTACHMENT: Service Agreement
SERVICE AGREEMENT

DATE: April 4, 2006

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and LeMon Enterprises, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Housing Rehabilitation Loan Program
Description of Project: Lead base paint inspections, testing, risk assessment and clearance services for owner-occupied dwellings in the City of Porterville.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES: CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in Exhibit “A”, Scope of Services and Fee Schedule, in connection with the above described project.

SECTION 2. PAYMENT: In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis, not to
exceed the attached Fee Schedule in Exhibit A.

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE: The services to be performed by CONSULTANT will be commenced upon execution of this agreement and when a lead base paint inspection or clearance is ordered for a specific site. Inspection, testing and risk assessment report are due within 30 days of the initial request. An inspection, testing (if required), and clearance of a specific site is to be completed and submitted to the City within 30 days of the City’s request.

The parties agree that time is of the essence under this contract. Inasmuch as it would be difficult to ascertain the actual amount of damages sustained by delay in performance of said contract, the amount of $50.00 per calendar day shall be deducted from the contract price for liquidated damages for each calendar day beyond the completion date listed above. Said deduction will not be made if CONSULTANT submits proof in writing that delay in completion was due to a cause beyond its control.

SECTION 4. FAMILIARITY WITH PROJECT: CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely
upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR: It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect all required lead base paint certifications necessary to continue to fulfill this agreement, and valid insurance covering:

(i) Full liability under worker's compensation laws of the State of California; and

(ii) Bodily injury and property damage insurance in the amount not less than Five Hundred Thousand Dollars ($500,000) per occurrence; and

(iii) Errors and Omissions insurance of Five Hundred Thousand Dollars ($500,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars ($50,000) or more, the City may require a Surety Bond for the deductible; and

(iv) Automotive liability in the amount not less than Five Hundred Thousand Dollars ($500,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents
and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. CONSULTANT agrees to indemnify, defend (at CITY’S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents.

SECTION 6. WORKMANSHIP AND MATERIALS: Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT: It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.
SECTION 8. AFFIRMATIVE ACTION. CONSULTANT will not discriminate against any employee, or applicant for employment because of race, color, religion, gender, marital status, or national origin.

SECTION 9. CONFLICT OF INTEREST CODE: CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code". Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. CONTRACT TERM AND TERMINATION: Contract term is for three (3) years commencing on date referenced herein, and may be extended for additional one-year periods at the City's option and upon mutually acceptable terms. Any price adjustments or contract renewals must be in writing, signed by both parties. Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for
satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT: It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE: If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Tulare, State of California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

By __________________________
Pedro R. Martinez, Mayor

CONSULTANT

By __________________________
John LeMon, LeMon Enterprises

Date __________________________
Date __________________________
SUBJECT: REVISED CONSOLIDATED WASTE MANAGEMENT AUTHORITY (CWMA) AGREEMENT

SOURCE: Public Works Department – Field Services Division

COMMENT: On December 8, 1999, the Cities of Visalia, Porterville, Lindsay, Dinuba and Tulare entered into a Joint Powers Agreement forming the Consolidated Waste Management Authority (CWMA). The members intent by this Agreement is to create a Joint Powers Authority ("the Authority") to act as a regional agency and independent public agency to comprehensively plan, develop, operate and manage the transformation, diversion, recycling, processing and disposal of solid waste within the members' jurisdictions.

On November 26, 2002, the cities of Exeter, Farmersville and Woodlake joined the CWMA. On November 17, 2005, the CWMA Board approved Tulare County joining and on January 26, 2006, formally accepted the City of Woodlake's withdrawal.

The California Integrated Waste Management Board has requested that a revised agreement be provided that includes Tulare County and removes the City of Woodlake. The attached agreement also has changed the wording on Page 7, number 7. ORGANIZATION, so that the alternate Member of the Board shall be a member of the legislative body.

RECOMMENDATION: That City Council authorizes the Mayor to sign the agreement with the Consolidated Waste Management Authority.

ATTACHMENT: Revised "Amended and Restated Joint Powers Agreement", Consolidated Waste Management Authority

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Dir Ross Appropriated/Funded CM Item No. 5
"AMENDED AND RESTATED JOINT POWERS AGREEMENT"
CONSOLIDATED WASTE MANAGEMENT AUTHORITY

THIS AGREEMENT is entered into as of ________________, between
the CITIES OF VISALIA, PORTERVILLE, LINDSAY, DINUBA, TULARE (including
its Board of Public Utilities Commissioners), EXETER, FARMERSVILLE, and the
COUNTY of TULARE (COUNTY) hereinafter collectively referred to as Members,
with reference to the following:

A. On December 8, 1999 the CITIES OF VISALIA, PORTERVILLE,
   LINDSAY, DINUBA, and TULARE entered into a Joint Powers
   Agreement forming the Consolidated Waste Management Authority
   (CWMA).

B. On November 26, 2002 Cities of EXETER, FARMERSVILLE and
   WOODLAKE joined the CWMA as equal members.

C. On December 15, 2005, the City of Woodlake submitted their desire to
   withdraw from the CWMA and on January 26, 2006 was formally
   accepted by CWMA by approval of Resolution No. 2006-01.

D. On the November 17, 2005, CWMA Board approved Resolution No.
   2005-04 accepting the COUNTY’S desire to join the CWMA, subject to
   the terms and conditions set forth below.

E. The Members intend by this Agreement to create a Joint Powers
   Authority ("the Authority") to act as a regional agency and independent
   public agency to comprehensively plan, develop, operate and manage
   the, transformation, diversion, recycling, processing and disposal of
   solid waste within the Members’ jurisdictions;
F. The Members further intend by this Agreement to provide for the
funding reasonably anticipated to be necessary for the above
purposes.

G. Members are authorized to enter into this Agreement pursuant to
Government Code §6500 et seq. and Public Resources Code §40970
et seq.

H. The Members intend that the Authority be the responsible party for
compliance with Article 1 (Commencing with Section 41780) of Chapter
6 of the Public Resources Code.

I. The City of Tulare by charter has a Board of Public Utilities
Commissioners to which responsibility has been delegated for solid
waste management, and which must thereby also be a signatory to this
Agreement.

ACCORDINGLY, IT IS AGREED:

1. CREATION OF SEPARATE AGENCY: There is hereby created a
regional agency which is an agency separate from the parties to the Agreement,
and which is responsible for the administration of the Agreement, to be known as
"Consolidated Waste Management Authority" (CWMA). Within thirty (30) days of
the effective date of this Agreement, the parties shall cause a notice of this
Agreement to be prepared and filed with the office of the California Secretary of
State as required by Government Code §6503.5.

2. DEFINITIONS: Unless otherwise required by the context, the following
terms shall have the following meanings:

a. "Act" shall mean the California Integrated Waste Management Act of
1989 (California Public Resources Code Sections 40000 et seq.) and
all regulations adopted under that legislation, as that legislation and
those regulations may be amended from time to time.
b. "Authority" shall mean the Consolidated Waste Management Authority,
which is the public and separate authority created by this Agreement;
c. "Board" or "Board of Directors" shall mean the Board of Directors of
CWMA as provided in this Agreement to govern and administer the
Authority.
d. "Member" shall mean any of the signatories of this Agreement and
"Members" shall mean all of the signatories to this Agreement.
e. "Solid Waste" shall mean all putrescible and nonputrescible solid,
semi-solid and liquid wastes, including garbage, trash, refuse, paper,
rubbish, ashes, industrial wastes, demolition and construction wastes,
abandoned vehicles and parts thereof, discarded home and industrial
appliances, dewatered, treated, or chemically fixed sewage sludge
which is not hazardous waste, manure, vegetable or animal solid and
semisolid wastes, and other discarded solid and semisolid wastes,
including special wastes as defined in Public Resources Code §41450,
but not including hazardous wastes, low-level radioactive waste, or
medical waste, as more particularly defined in Public Resources Code
§40191 as it may be amended from time to time.
f. "Solid waste landfill" or "solid waste disposal site" shall mean a
disposal facility that accepts, or has accepted, solid waste for land
disposal as more particularly defined in Public Resources Code
§40122 as it may be amended from time to time.
g. "SRRE" shall mean a Source Reduction and Recycling Element as required by the Act as that element may be amended from time to time.

h. "NDFE" shall mean a Non-Disposal Facility Element as required by the Act as that element may be amended from time to time.

i. "HHWE" shall mean Household Hazardous Waste Element as required by the Act as that element may be amended from time to time.

j. "Transfer facility" shall mean a facility, together with necessary accessory facilities, used for the receiving, processing, recycling and transportation of solid waste, and the recovery of materials from solid waste, as more particularly defined in Public Resources Code §40200 as it may be amended from time to time.

k. "CIWMP" shall mean County Integrated Waste Management Plan as required by the Act as that plan may be amended from time to time.

3. PURPOSE: The purpose of the Authority is to provide for the joint exercise of certain powers common to the Members and for the exercise of such additional powers as are conferred by law in order to meet the requirements of the Act. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement.

The Members will be responsible for implementation of their programs and enter this agreement with the intent to operate the Authority in compliance with the requirements of the Act with a minimum level of staff, addressing those operations
and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation and contract services. The duties and responsibilities of each Member are described in the County Integrated Waste Management Plan (CIWMP) which is hereby incorporated in this agreement. The Authority is formed with the sole purpose and intent of jointly measuring disposal reduction by the member agencies and of facilitating the development of joint programs and projects that provide economies of scale. The members will exercise independent power within their own jurisdiction, to including but not limited to, the establishment or approval of fees, the collection of solid waste, landfills and the administration of landfills and transfer stations.

4. POWERS: The Authority is hereby authorized, in its own name, to exercise any power common to the parties as to solid waste management within the boundaries of the Member jurisdictions, and to thereby perform all acts necessary to accomplish its purpose as stated in this Agreement, except as may be otherwise provided in this Agreement, including, but not limited to, the following:

a. To make and/or assume contracts;

b. To employ agents, employees, consultants and such other persons or firms as it may deem necessary;

c. To acquire by condemnation or otherwise land and/or facilities not owned by any member to construct, manage, maintain or operate any building, works or improvements, including systems, plants, Disposal Sites, Transfer Facilities or other facilities for the purposes of collection, disposal, treatment, transformation, diversion, or recycling of solid waste;
d. To incur debts, liabilities or obligations, subject to the limitations provided in this Agreement;

e. To sue and be sued in its own name;

f. To apply for and accept grants, advances and contributions;

g. To set processing, disposal fees and other rates, and to levy and collect fees and charges, including tipping fees and gate fees as provide by this Agreement, or as permitted by law for Authority owned and/or operated facilities.

h. To adopt ordinances and resolutions as authorized by law;

i. To issue bonds in any manner authorized by law;

j. To adopt an annual budget;

k. To exercise the authority otherwise vested in any party to this Agreement to apply for State or Federal funding to defray any of the costs of operation of the Authority;

l. To take such actions as are deemed necessary to address transformation, reduction, recycling and diversion goals for solid waste as mandated by the Act, or as deemed desirable by the Authority;

m. To require appropriate reports from agencies, organizations and businesses which collect recyclables and;

n. To license, franchise, permit and/or contract with qualified persons, including, but not limited to, independent haulers or any Member of the Authority, and to provide any service required by the Authority to accomplish its purpose.

The Authority shall have no responsibility for the operation of the Tulare County Solid Waste Enterprise Fund to include, but not be limited to, the operation
of the Tulare County landfills and transfer stations, the establishment of reserves or
for the setting of tipping or gate fees.

5. OBLIGATIONS OF AUTHORITY: No debt, liability or obligation of the
Authority shall constitute a debt, liability or obligation of any of the Members,
except as otherwise provided in this Agreement.

6. DESIGNATION OF ADMINISTERING AGENCY: The powers of the
Authority provided in this Agreement shall be exercised in the manner provided by
law for the exercise of such powers by the Members.

7. ORGANIZATION:

a. GOVERNING BOARD: The Authority shall be governed by a Board of
Directors which shall be composed of one (1) sitting member of each
of the city councils, or in the case of the City of Tulare, a member of its
Board of Public Utilities, and one (1) sitting member of the Tulare
County Board of Supervisors. In addition, each of the parties may
designate an alternate Member of the Board who may participate as a
Member of the Board only when the principal Member is absent. An
alternate Member of the Board shall be a member of the legislative
body of the member which he or she represents. Directors and
alternates shall serve without compensation, except that they may be
reimbursed for reasonable out-of-pocket expenses associated with
their service on the Board as authorized by the Board.

b. TERM: The Members from the city councils and the COUNTY and the
alternates shall serve at the pleasure of the legislative body which
appointed them.
c. MEETINGS: Regular meetings of the Board shall be held at least quarterly, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code §54596. All meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §54950 et seq.)

d. QUORUM: Five (5) Members of the Board shall constitute a quorum in order to conduct business.

e. VOTING: A simple majority of the quorum shall be required for the adoption of a resolution, ordinance or other action of the Board, except that: (a) a majority vote of less than a quorum may vote to adjourn; (b) any of the following actions shall require a vote of two-thirds (2/3) of the authorized members of the board (as opposed to a quorum):

(1) Adoption of an annual budget;
(2) Any modification of the annual budget;
(3) Contracts up to $25,000 and for terms of up to two (2) years, which are otherwise not subject to a four fifths (4/5) vote as hereinafter provided;
(4) Admission of additional members;
(5) Appointment, employment, or dismissal of an employee, including any independent contractor who functions as an employee.
(6) Obtain reimbursement from any member for failure to implement programs identified in their SRRE, NDFE and HHWE;
(7) Compromise or payment of any claim against the Authority;
(8) To acquire by condemnation property not owned by the Members;
(c) A four-fifths (4/5) vote of the Board (as opposed to a quorum) is required for the following actions:

(1) The acquisition or lease of real property or equipment in excess of 1 year lease term.

(2) Contracts in excess of $25,000 or a 2 year term;

And (d) unanimous vote of the Board (as opposed to a quorum) is required for the:

(1) The issuance, execution or delivery of bonds;

(2) The formation of an assessment district or other similar financing mechanism.

f. MINUTES: The Board shall cause minutes of all meetings to be prepared, and shall cause a copy of the minutes to be delivered to each member of the Board, and filed with the governing body of each party, as soon as practicable after each meeting.

g. RULES: The Board shall adopt such other bylaws, rules and regulations for the conduct of its business as it shall deem necessary or desirable consistent with the provisions of this Agreement.

h. OFFICERS: The officers of the Authority shall be a Chairperson, Vice-Chairperson, Secretary, Treasurer, Auditor, and such other officers as the Board shall designate. The election of officers will take place at the first meeting of a new fiscal year. The Authority may employ or contract for the services of a Treasurer and Auditor. The Treasurer is designated as the depository for the Authority. The Treasurer shall be formally designated by a resolution adopted by the Board of Directors
stating the effective date of the appointment and the term of the
appointment.

i. BONDING: The Board shall designate the public office or officers or
person or persons who have charge of, handle, or have access to any
property of the Authority, and shall require such public officer or
officers or person or persons to file an official bond in an appropriate
amount to be fixed by the Board.

8. ACCOUNTABILITY, REPORTS AND AUDITS: There shall be strict
accountability of all funds, and the Auditor shall report any and all receipts and
disbursements to the Board with such frequency as shall reasonably be required by
the Board. In addition, the Auditor shall either make or contract with a certified
public accountant to make an annual audit of the accounts and records of the
Authority as required by Government Code §6505. In each case, the minimum
requirements of the audit shall be those prescribed by the State Controller for
special districts pursuant to Government Code §26909, and shall conform to
generally accepted accounting principles. The auditor shall be formally designated
by a resolution adopted by the Board of Directors stating the effective date of the
appointment and the term of the appointment.

9. OPERATING BUDGET: The Board shall approve an operating budget
as required to conduct its business in a manner consistent with the purposes of the
Authority. In addition to normal operating requirements, the budget shall address
the capital costs of developing future solid waste facilities.

10. CONTRIBUTIONS: The Authority shall have the power to establish a
joint operating fund. The fund shall be used to pay all administrative, operating and
other expenses incurred by the Authority. Funding shall be from Member
contributions as determined by the Authority and other sources. No Member shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with this Agreement or pay any other amounts on behalf of the Authority without that Member's consent evidenced by a written instrument signed by a duly authorized representative of the Member.

11. ISSUANCE OF BONDS: If the Board should decide by a unanimous vote that it will be necessary to acquire, construct, improve and finance a project for the purposes of the disposal, treatment, transformation, diversion or recycling of solid waste, the Authority may issue bonds, including revenue bonds for that purpose as authorized by Government Code §6540 et seq.

12. ASSESSMENTS FOR EXTRAORDINARY COSTS: In the event the Authority should experience an unanticipated need to pay for extra-ordinary costs, or to pay for any and all costs of litigation or indemnification as provided in this Agreement, and to the extent that such costs cannot otherwise be reasonably funded through use of reserves on hand or through the other revenue sources authorized by this Agreement, the Board may allocate the additional costs, whether actually incurred or estimated to be necessary, among the Members in proportion to the population contained within the boundaries then current of the Members as last determined by the California Department of Finance. The Members agree that they will then contribute their proportionate share of the additional costs within a reasonable period of time as determined by the Board.

13. INVESTMENT OF SURPLUS FUNDS: The Authority may invest any money in the treasury that is not required for its immediate necessities in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code §53601.
14. **FISCAL YEAR:** The fiscal year for the Authority shall extend from July 1 to June 30 of each year.

15. **CONTRACT FOR STAFFING:** The Authority shall employ or contract for the services of legal counsel who shall advise the Authority on legal matters. The Authority may also employ its own Executive Director and administrative staff, or it may contract with any Member for that purpose.

16. **RESTRICTIONS ON OPERATIONS:** The Authority may not regulate tipping or gate fees for authority-owned facilities that are different for any one party to this agreement (or its residents) than any other party (or its residents) without the consent of the affected members.

Under no circumstances shall the Authority assume responsibility for hazardous waste disposal sites as defined by Health and Safety Code §25117.1.

17. **CIVIL PENALTIES:** Any civil penalties which are imposed pursuant to the Act by the California Integrated Waste Management Board will be paid by the Authority. In the event that a Member or Members fails to implement the programs identified in the CIWMP or fulfill its obligations under this Agreement, the Authority may request reimbursement for any civil penalties assessed by the California Integrated Waste Management Board as a result of this action, from the offending Member or Members.

If it is determined that a Member has failed to fulfill its obligation under this Agreement, which failure results in the imposition of penalties by the California Integrated Waste Management Board, such member shall be obligated to pay all incurred penalties and costs of enforcement including but not limited to attorney’s fees and costs.
18. WITHDRAWAL: Any Member may withdraw from the Authority by filing with the Authority a written notice to withdraw one hundred eighty (180) days prior to the date of withdrawal. The withdrawal of the Member shall have no effect on the continuance of this Agreement among the remaining Members. The withdrawing Member shall remain responsible for its proportionate share of the then Fiscal Year's operating budget. Except upon vote by the Board to terminate the Authority, any Member that withdraws as provided herein shall be proportionately liable for all the outstanding obligations or debts incurred by the Authority, including remaining unfunded capital expenditures incurred or approved prior to the date of written notice of withdrawal of such Member. The assets contributed by the withdrawing member or the value of the assets at the date of withdrawal will be returned to the withdrawing member.

19. TERM AND TERMINATION: This Agreement shall become effective, and the Authority shall come into existence, on the date that the last of the named parties executes the Agreement. The Agreement, and the Authority, shall thereafter continue in full force and effect until the governing bodies of the parties unanimously elect to terminate the Agreement.

Upon effective election to terminate this Agreement, the Board shall continue to act as a board to wind up and settle the affairs of the Authority. The Board shall adequately provide for the known debts, liabilities and obligations of the Authority, and shall then distribute the assets of the Authority among the Members, as follows:

a. The assets contributed by each Member, or the value thereof as of the date of termination shall be distributed to that entity.
b. The remaining assets shall then be distributed in proportion to the population contained within the boundaries then current of the Members as last determined by the California Department of Finance. The distribution of assets shall be made in-kind to the extent possible by returning to each Member those assets contributed by such parties to the Authority; however, no party shall be required to accept transfer of an asset in kind, Notwithstanding any other provision by the Board for payment of all known debts, liabilities and obligations of the Authority, each of the Members shall remain liable for any and all such debts, liabilities, and obligations in proportion to the population contained within the boundaries of the last determined by the California Department of Finance as of the effective date of termination of the Agreement.

Upon termination of the Authority, each Member shall continue to assume its full responsibility to comply with the requirements of Part 2 of Division 30 (commencing with Section 40900) of the Public Resources Code, including, but not limited to, Article 1 (commencing with Section 41780); shall continue to implement any source reduction, recycling, and composting programs included in their SRREs, NDFEs, and HHWEs which may be amended from time to time and are subject to revision approved by the California Integrated Waste Management Board; and shall report and track its own disposal and diversion programs as required by law.

20. INDEMNIFICATION/CONTRIBUTION: The Authority shall hold harmless, defend and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities of the
Authority, or its agents, officers and employees under this Agreement. The foregoing indemnification obligations shall continue beyond the term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

To the extent that the Authority is unable or unwilling to hold harmless, defend and indemnify any party to this Agreement as provided in this Section, such party shall be entitled to contribution from each of the other parties in proportion to the population contained within the boundaries of the Member as last determined by the California Department of Finance as of the date that the obligation of the Authority for such indemnification is liquidated.

21. INSURANCE: The Authority shall obtain general liability and environmental insurance containing liability in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Authority. The Members, their officers, directors and employees, shall be named as additional insureds.

22. CLAIMS: All claims against the Authority, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code.

23. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement among the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all of the parties.
24. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

25. NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Consolidated Waste Management Authority
707 W. Acequia
Visalia CA 93291
(559) 738-3318
FAX: (559) 730-7043

MEMBERS:

City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
(Fax No.: (559) 591-5902 / Confirming No.: (559) 591-5906)

City of Lindsay
P.O. Box 369
Lindsay CA 93247
(Fax No.: (559) 562-5748 / Confirming No.: (559) 562-5945)

City of Porterville
291 N. Main Street
Porterville, CA 93257
(Fax No.: (559) 781-6437 / Confirming No.: (559) 782-7460)

City of Tulare
411 E. Kern Ave.
Tulare CA 93274
(Fax No.: (559) 685-2398 / Confirming No.: (559) 684-4200)

City of Visalia
707 W. Acequia
Visalia CA 93277
(Fax No.: (559) 730-7043 / Confirming No.: (559) 738-3318)
City of Exeter  
P.O. Box 237  
Exeter, CA 93221  
(Fax No.: (559) 562-3516 / Confirming No.: (559) 592-3318  

City of Farmersville  
909 W. Visalia Rd.  
Farmersville, CA 93223  
(Fax No.: (559) 747-6724 / Confirming No.: (559) 747-0458  

City of Woodlake (member until June 30, 2006)  
350 N. Valencia Blvd.  
Woodlake, CA 93286  
(Fax No.: (559) 564-8776 / Confirming No.: (559) 564-2317  

County of Tulare  
2800 Burrel  
Visalia, CA 93291  
(Fax No.: (559) 733-6318 / Confirming No.: Fax (559) 733-6531  

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Any party may change the above address by giving written notice pursuant to this Section.

26. CONSTRUCTION: This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

27. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

28. WAIVERS: The failure of any party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.
29. EXHIBITS AND RECITALS: The recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

30. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

31. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

32. COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

/ 
/ 
Dated: _______________ CITY OF DINUBA

By ___________________________
Mayor

__________________________
ATTEST
Clerk of the City of Dinuba
Dated: ________________

CITY OF LINDSAY

By _________________________
Mayor

___________________________
ATTEST
Clerk of the City of Lindsay

Dated: ________________

CITY OF PORTERVILLE

By _________________________
Mayor

___________________________
ATTEST
Clerk of the City of Porterville

Dated: ________________

CITY OF TULARE

By _________________________
Mayor

___________________________
ATTEST
Clerk of the City of Tulare

Dated: ________________

CITY OF TULARE BOARD OF PUBLIC UTILITIES

By _________________________

___________________________
ATTEST
Secretary of the Board
Dated: ________________
CITY OF VISALIA

By ________________________
Mayor

__________________________
ATTEST
Clerk of the City of Visalia

Dated: ________________
CITY OF EXETER

By ________________________
Mayor

__________________________
ATTEST
Clerk of the City of Exeter

Dated: ________________
CITY OF FARMERSVILLE

By ________________________
Mayor

__________________________
ATTEST
Clerk of the City of Farmersville

Dated: ________________
COUNTY OF TULARE

By ________________________
Chairman

__________________________
ATTEST
Clerk of the Board
SUBJECT: REIMBURSEMENT FOR THE CONSTRUCTION OF MULTIPLE MASTER PLAN FACILITIES - ORCHARD RIDGE SUBDIVISION

SOURCE: Public Works Department - Engineering

COMMENT: The developer of the subject subdivision, Centex Homes, Inc. is requesting a reimbursement for the cost of constructing Storm Drain, Sewer and Water Master Plan facilities as part of their nine (9) phased, 410 lot single family residential development. The large subdivision project is generally located north of Westfield Avenue, between Lombardi Street and Belmont Street.

A total of $548,535.29 of storm drain, sewer and water impact fees were collected during the project. A total of $85,267.27 of storm drain fees were credited during the second, third and fourth phases of the project as an incentive to purchase a 4.5 acre storm drain reservoir. Attached as Exhibit "A" is a Grant Deed, executed by Centex Homes, anticipating reimbursements for the drainage reservoir purchase and construction costs.

Storm Drain Systems Section 19A-11 and 19A-12, Sewer System Section 25-45.1 and Water System Section 25-32.3 of the Municipal Code of the City of Porterville states that revenues raised by payment of acreage fees be placed in a separate and special account and such revenues shall be used to reimburse developers who have been required to install master plan facilities. A cost breakdown prepared by the Civil Engineer in charge and found to be acceptable to staff is attached as "Exhibit "B". A brief summary of reimbursement amounts per category is as follows:

STORM DRAIN MASTER PLAN IMPROVEMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5 Acre Reservoir Site – land acquisition</td>
<td>$124,388.71</td>
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<tr>
<td>Reservoir Excavation and frontage (Lombardi St.) improvements</td>
<td>107,956.00</td>
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<tr>
<td>Pipeline, manholes, structures, underground and related appurtenances</td>
<td>94,153.76</td>
</tr>
<tr>
<td>Total</td>
<td>$326,498.47</td>
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</tbody>
</table>

Dir B& Appropriated/Funded CM Item No. 60
SEWER MASTER PLAN IMPROVEMENTS:

Pipeline, manholes, structures, underground and related appurtenances $18,106.07

WATER MASTER PLAN IMPROVEMENTS:

Pipeline, manholes, structures, underground and related appurtenances $82,489.62
Total $82,489.62

Grand Total $427,094.16
Less Storm Drain Fee Credit Amount $85,267.27
Reimbursement Amount $341,826.89

These facilities were constructed in conjunction with said development and were necessary for the orderly development of the area.

RECOMMENDATION: That City Council:

1) Approve the reimbursement to Centex Homes, Inc. per Section 19A-11 and 19A-12, Section 25-45.1 and Section 25-32.3 of the City of Porterville Municipal Code;

2) Accept the Grant Deed for the Storm Drain Reservoir Property; and

3) Authorize the City Clerk to record the Grant Deed with the Tulare County Recorder.

ATTACHMENTS: Locator Map
Exhibit A – Grant Deed
Exhibit B – Centex Orchard Ridge – Master Plan Facility Summary
EXHIBIT "A"
RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Porterville
Attn: Michael K. Reed
291 N Main St
Porterville, CA 93257

(Above Space for Recorder's Use Only)

The undersigned grantor declares:
Documentary Transfer Tax - None
Exempt conveyance to a Government entity

APN 245-480-052
Drainage Reservoir No. 20

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CENTEX HOMES, a Nevada general partnership

hereby GRANT to the

CITY OF PORTERVILLE, a municipal corporation

the following described real property located in the City of Porterville, County of Tulare, State of California:

Legal description attached hereto as Exhibit “A” and made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed this document as of the day and year indicated.

Dated: March 13, 2006

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,
a Nevada corporation
Its: Managing General Partner

By: Scott Travis, Division Controller

MAIL TAX STATEMENTS AS DIRECTED ABOVE
STATE OF CALIFORNIA

COUNTY OF TULARE

On March 13, 2006 before me, Jayne Willis, Notary Public, personally appeared SCOTT TRAVIS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(SEAL)
EXHIBIT “A”
LEGAL DESCRIPTION

That portion of the North half of Section 21, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, described as follows:

BEGINNING at the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 21;

Thence, South 89°55′26″ East and along the North line of the Southeast quarter of the Northwest quarter of said Section 21, a distance of 362.00 feet;

Thence, South 00°04′53″ East and parallel with the West line of the Southeast quarter of the Northwest quarter of said Section 21, a distance of 588.75 feet;

Thence, South 89°54′03″, 362.00 feet to a point in the West line of the Southeast quarter of the Northwest quarter of said Section 21;

Thence, North 00°04′53″ West, 589.85 feet to the POINT OF BEGINNING.

Said parcel also being Parcel 2 of Waived Parcel Map 3-96, as approved by City of Porterville Resolution No. 330, dated November 6, 1996, and recorded November 21, 1996, as File No. 96-084784 and also recorded February 24, 1998, as File No. 98-012380, both of Tulare County Official Records.

APN 245-480-052
EXHIBIT "B"
<table>
<thead>
<tr>
<th></th>
<th>DRAINAGE BASIN</th>
<th>SEWER</th>
<th>WATER</th>
<th>STORM DRAIN</th>
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<tr>
<td><strong>PHASE 1</strong></td>
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<tr>
<td>LAND</td>
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<td><strong>PHASE 4</strong></td>
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<td><strong>PHASE 8 &amp; 9</strong></td>
<td>(Lombardi)</td>
<td>0.00</td>
<td>11,530.00</td>
<td>20,010.00</td>
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<td>2,001.00</td>
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<td><strong>PHASE 8 &amp; 9 - TOTAL</strong></td>
<td>$68,912.03</td>
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<tr>
<td><strong>GRAND TOTALS</strong></td>
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<td>18,106.07</td>
<td>82,489.62</td>
<td>94,153.76</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$427,949.16</td>
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</tbody>
</table>
SUBJECT: SET PUBLIC HEARING FOR REFUSE RATE INCREASE FOR CURBSIDE RECYCLABLES COLLECTION

SOURCE: Public Works Department - Field Services Division

COMMENT: At City Council direction, staff prepared Requests for Proposals to implement a Curbside Recycling program. At the November 15, 2005, meeting, Council awarded the recyclable material processing contract to Sunset Waste Paper. At the March 21, 2006 meeting, Council determined that the City would provide curbside recyclable material collection services. As part of the City providing these services, an additional $.90 per month would be added to the current residential rate structure.

RECOMMENDATION: That the City Council set a public hearing for June 6, 2006, to consider comments on the attached resolution setting new residential refuse service rates to include curbside recyclable collection at an additional $.90 per account.

ATTACHMENT: Resolution

P:\pubwork\Engineering\Council Items\Set Public Hearing for Curbside Recyclable collection fee.doc
RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE ESTABLISHING FEES,
CHARGES, AND FREQUENCY FOR SOLID WASTE
COLLECTION AND DISPOSAL SERVICES

WHEREAS, the City of Porterville has specified by Ordinance that the City Council shall fix fees, charges and frequency for the collection and disposal of solid wastes, and

WHEREAS, the City provides several types of automated residential solid waste collection services which are defined as follows:

Type F Service: Automated collection for all single family, multiple family, and mobile home parks; motels/hotels and commercial/professional offices where commercial bin service is unavailable:

Option 1: Limited to multiple family residence/mobile home parks and commercial/professional offices:

Collection from two (2) City-furnished containers; one (1) 35-gallon container for garbage/rubbish and one (1) 65-gallon container for recyclable material only; one time collection each week for garbage/rubbish container and one time collection each week for recycling container. No yard waste container provided.

Option 2: For all customer types:

Collection from three (3) City-furnished containers; one (1) 35-gallon container for garbage/rubbish, one (1) 65-gallon container for yard waste only and one (1) 65-gallon container for recyclable material only; one time collection each week for yard waste container, one time collection each week for garbage/rubbish container and one time collection each week for recycling container.
Option 3: For all customer types:

Collection from three (3) City-furnished containers; one (1) 35-gallon container for garbage/rubbish, one (1) 95-gallon container for yard waste only and one (1) 65-gallon container for recyclable material only; one time collection each week for yard waste container, one time collection each week for garbage/rubbish container and one time collection each week for recycling container.

Option 4: Limited to multiple family residence/mobile home parks, hotel/motel, and commercial/professional offices:

Collection from two (2) City-furnished containers; one (1) 65-gallon container for garbage/rubbish and one (1) 65-gallon container for recyclable material only; one time collection each week for garbage/rubbish container and one time collection each week for recycling container. No yard waste allowed.

Option 5: For all customer types:

Collection from three (3) City-furnished containers; one (1) 65-gallon container for garbage/rubbish, one (1) 65-gallon container for yard waste only and one (1) 65-gallon container for recyclable material only; one time collection each week for yard waste container, one time collection each week for garbage/rubbish container and one time collection each week for recycling container.

Option 6: For all customer types:

Collection from three (3) City-furnished containers; one (1) 65-gallon container for garbage/rubbish, one (1) 95-gallon container for yard waste only and one (1) 65-gallon container for recyclable material only; one time collection each week for yard waste container, one time collection each week for garbage/rubbish container and one time collection each week for recycling container.
Option 7: Limited to multiple family residence/mobile home parks, hotels/motels, and commercial/professional offices:

Collection from two (2) City-furnished containers; one (1) 95-gallon container for garbage/rubbish and one (1) 65-gallon container for recyclable material only; one time collection each week for garbage/rubbish container and one time collection each week for recycling container. No yard waste allowed.

Option 8: For all customer types:

Collection from three (3) City-furnished containers; one (1) 95-gallon container for garbage/rubbish, one (1) 65-gallon container for yard waste only and one (1) 65-gallon container for recyclable material only; one time collection each week for yard waste container, one time collection each week for garbage/rubbish container and one time collection each week for recycling container.

Option 9: For all customer types:

Collection from three (3) City-furnished containers; one (1) 95-gallon container for garbage/rubbish, one (1) 95-gallon container for yard waste only and one (1) 65-gallon container for recyclable material only; one time collection each week for yard waste container, one time collection each week for garbage/rubbish container and one time collection each week for recycling container.

Option 10: For all customer types:

Collection from one (1) City-furnished garbage/rubbish container; one time collection each week for one (1) 35-gallon, one (1) 65-gallon, OR one (1) 95-gallon black container in addition to existing service.

Option 11: For all customer types:

Collection from one (1) City-furnished yard waste container; one time collection each week
for one (1) 65-gallon, OR one (1) 95-gallon green container in addition to existing service.

Option 12: For all customer types:

Collection from one (1) City-furnished recyclable material container; one time collection each week for one (1) 65-gallon blue container in addition to existing service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville as follows:

(1) The City shall provide collection from all units in the City.

(2) All persons occupying or in possession of any dwelling or premises shall place roll-out cart(s) at curb edge or in alley and shall remove roll-out cart(s) in accordance with time schedules to be determined by the City Manager, or his designee. When such routes and days are established or changed, the Manager shall give such notice thereof as he may deem advisable.

(3) The fees and charges for collection and disposal of automated residential solid wastes are fixed as follows:
# CITY OF PORTERVILLE
## SOLID WASTE COLLECTION FEE SCHEDULE
### EFFECTIVE JULY 1, 2006

#### AUTOMATED RESIDENTIAL SERVICE

<table>
<thead>
<tr>
<th>Customer Type</th>
<th>Garbage (Black)</th>
<th>Service Levels</th>
<th>Recyclables (Blue)</th>
<th>Weekly Frequency</th>
<th>Rate</th>
<th>July 1, 2006 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Family/Mobile Home (per unit):</td>
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<td></td>
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<tr>
<td>Option 1</td>
<td>35 Gallon</td>
<td>-0-</td>
<td>65 Gallon</td>
<td>1/0/1</td>
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<td>$12.35</td>
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<tr>
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<td>35 Gallon</td>
<td>65 Gallon</td>
<td>65 Gallon</td>
<td>1/1/1</td>
<td>$12.63</td>
<td>$13.53</td>
</tr>
<tr>
<td>Option 3</td>
<td>35 Gallon</td>
<td>95 Gallon</td>
<td>65 Gallon</td>
<td>1/1/1</td>
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<td>$13.76</td>
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<td>Option 4</td>
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<td>65 Gallon</td>
<td>1/0/1</td>
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<td>65 Gallon</td>
<td>1/1/1</td>
<td>$12.63</td>
<td>$13.53</td>
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<tr>
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<td>65 Gallon</td>
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<td>$13.76</td>
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<td>65 Gallon</td>
<td>1/0/1</td>
<td>$16.19</td>
<td>$17.09</td>
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<td>95 Gallon</td>
<td>65 Gallon</td>
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<td>$16.42</td>
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<td>$16.72</td>
<td>$17.62</td>
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<td>65 Gallon</td>
<td>1/1/1</td>
<td>$12.63</td>
<td>$13.53</td>
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<td>95 Gallon</td>
<td>65 Gallon</td>
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<tr>
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<td>65 Gallon</td>
<td>65 Gallon</td>
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<td>Additional Containers (all Customer Types):</td>
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Containers to be provided by the City. Additional solid waste generated above the indicated service levels will be charged at Special Pickup rate of $50.00 per hour plus landfill fees per collection.
The Fees and charges as described above shall be effective on all billings as of July 1, 2006.

______________________________
Pedro Martinez, Mayor

ATTEST:

John Longley, City Clerk

______________________________
By: Georgia Hawley, Chief Deputy City Clerk
COUNCIL AGENDA: APRIL 4, 2006

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
COMISION HONORIFICA MEXICANA-AMERICANA, INC.
CINCO DE MAYO FESTIVITIES
May 5, 2006 to May 7, 2006

SOURCE: Administrative Services - Finance Division, Business Tax Section

COMMENT: The Comision Honorifica Mexicana-Americana, Inc., is requesting approval to hold its annual Cinco de Mayo festivities from May 2, 2006 to May 7, 2006. The event includes a parade down Main Street on Saturday, May 6, 2006, from 7:00 a.m. to 12:00 p.m., and a fiesta with a beer garden in the Municipal Ball Park from Friday, May 5, 2006, through Sunday, May 7, 2006, from 8:00 a.m. to midnight.

The following street and sidewalk closures are requested:

PARADE ROUTE: Main Street from Morton Avenue to Vine Avenue.
PARADE LINEUP:
Harrison Avenue from Division Street to the alley east of Main Street;
Thurman Avenue from Division Street to the alley east of Main Street;
and
Putnam Avenue from Division Street to the alley east of Main Street.
PARADE DISBURSEMENT: Olive Avenue from Hockett Street to Third Street.
PARADE VIEWING:
Garden Avenue from the alley west of Main Street to the alley east of Main Street;
Mill Avenue from the alley west of Main Street to the alley east of Main Street; and
Oak Avenue from the alley west of Main Street to the alley east of Main Street.
SIDEWALKS: Main Street from Putnam Avenue to Olive Avenue, both sides.

No street closure has been requested for Olive Avenue between A Street and Plano Street for the fiesta; however staff is recommending that Council give the authority to the Chief of Police, or his designated representative, to close the street if the volume of pedestrian and vehicular traffic warrants closure for reasons of public safety.
The application has been submitted under the Community Civic Event Ordinance No. 1326, as amended. It has been routed according to the ordinance regulations and reviewed by all the departments involved. The requirements are listed on the attached copy of the Application, Agreement and Exhibit “A.”

RECOMMENDATION: That the Council approve:

1. The Community Civic Event Application and Agreement from the Comision Honorífica Mexicana-Americana, Inc., subject to the restrictions contained in the Application, Agreement, and Exhibit “A”.

2. Authorize the Chief of Police, or his designee, to close Olive Avenue between A Street and Plano Street, if warranted to address public safety concerns; and

ATTACHMENT: Community Civic Event Application, Agreement, Exhibit A Map, and 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: ___________________________ Event date: 5-5-2006 to 5-7-2006

Name of Event: Cinco de Mayo Festivities

Sponsoring organization: Comision Honorifica
Address: P.O. Box 2043

Authorized representative: Fred Betran
Address: 24737 Ave 80 Terra Bella 93270

Event chairperson: Roberto de la Rosa
PHONE# 784-1214

Location of event (location map must be attached): Porterville Municipal Ballpark

and Main Street for Parade.

Type of event/method of operation: ______________________________________________________

Nonprofit status determination: 501C3

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

Barricades (quantity): Parade Yes ✓ No __________________
Police protection Yes Parade No Refuse pickup Yes ✓ No __________________

Other: ________________________________________________________________

Parks facility application required: Yes ✓ No __________________
Assembly permit required: Yes ____ No ____

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

Approve Deny

Bus Lic Spvr ________________________________

Pub Works Dir ________________________________

Comm Dev Dir ________________________________

Field Svcs Mgr ________________________________

Fire Chief ________________________________

Parks Dir ________________________________

Police Chief ________________________________

Risk Manager ________________________________
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.

[Signatures and dates]

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

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

Name of event: **Cinco de Mayo Festivities**

Sponsoring organization: **Comisión Honorífica Mex. Am.**

Location: **Municipal Ballpark**

Event date: **5-5-06 to 5-7-06**

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: Cinco de Mayo Parade

Sponsoring organization: Comision Honorífica Mex. Am.

Event date: 5/6/06  

Hours: 10:00 AM to 1:00 PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED

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<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>Morton</td>
<td>Olive</td>
<td>Parade</td>
</tr>
<tr>
<td>Harrison</td>
<td>Hockett</td>
<td>Third</td>
<td>parade</td>
</tr>
<tr>
<td>Thurman</td>
<td></td>
<td></td>
<td>parade</td>
</tr>
<tr>
<td>Putnam</td>
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<td></td>
<td>parade</td>
</tr>
<tr>
<td>Mill</td>
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<td></td>
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<tr>
<td>Oak</td>
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<td></td>
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<tr>
<td>Garden</td>
<td></td>
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<td></td>
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<tr>
<td>Sidewalk</td>
<td>Hockett</td>
<td></td>
<td></td>
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<tr>
<td>Second</td>
<td></td>
<td>Garden</td>
<td>dispersal</td>
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Parking lots and spaces  

Location  

Activity
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
COMISION HONORIFICA MEXICANA-AMERICANA, INC.
CINCO DE MAYO FESTIVITIES
MAY 5, 2006 - MAY 7, 2006

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

Public Works Director:
Baldo Rodriguez
provide general clean-up within City right way after event

Community Development Director:
B. Dunlap
No comments.

Field Services Manager:
B. Styles
City sponsored parade, closure and sweeping provided.

Chief of Fire Operations:
M. G. Garcia
No comments.

Director of Parks/Leisure Services:
J. Perrine
Keep out of planters, clean-up after the event and each location.

Police Chief:
S. Rodriguez
Street closure requires council approval; beer garden required at ballpark festivities; parade should have adequate dispersal area.

Risk Manager:
F. Guyton
See attached Exhibit A, page 2.

EXHIBIT "A," Page 1
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Comision Honorifica Mexicana-Americana, Inc.
Event: Cinco de Mayo Festivities
Event Chairman: Roberto de la Rosa  (559) 784-1214
Location: Parade - Main Street from Morton Avenue to Olive Avenue including the closure of select cross-streets and parallel streets
Fiesta - Municipal Ball Park on Olive Avenue
Date of Event: May 5, 2006 to May 7, 2006

RISK MANAGEMENT: Conditions of Approval

1. The use of sidewalks for any purpose other than to allow for the free-flow of pedestrian traffic is prohibited within a ten (10) ft. radius of all walk-up Automated Teller Machines (ATM), and the minimum clear sidewalk width for pedestrian traffic at all other locations is five (5) feet.

2. That the Comision Honorifica Mexicana-Americana, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $2,000,000 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; and a Certificate of Liquor Liability Insurance evidencing coverage of not less than $1,000,000 per occurrence and 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 of a beer garden.

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

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

EXHIBIT “A,” Page 2
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:
   Fred Beltran
   Phone # 333-4200
   24137 Ave 80 Terra Bella

2. Address where amplification equipment is to be used:
   Porterville Municipal Ballpark
   Phone # 559-285-6004

3. Names and addresses of all persons who will use or operate the amplification equipment:
   La Luz Campesina 3100 S. Mooney Blvd. Visalia CA
   Tee Jay Productions 1046 N. Beverly St. Porterville

4. Type of event for which amplification equipment will be used:
   Cinco de Mayo Festivities

5. Dates and hours of operation of amplification equipment:
   5/5/06 - 9 AM to 2 PM - 6:00 PM to 10:00 PM
   5/6/06 12:00 noon to 11:00 PM  5/7/06 12:00 noon to 11:00 PM

6. A general description of the sound amplifying equipment to be used:
   Outdoor concert
I hereby certify that all statements and answers on this registration form are true and correct.

[Signature]
Applicant

2/7/06
Date

[Signature]
Chief of Police

3/15/2006
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 UNIFIED SCHOOL DISTRICT, PORTERVILLE CELEBRATES READING, APRIL 22, 2006

SOURCE: Administrative Services - Finance Division, Business Tax Section

COMMENT: Porterville Unified School District is requesting approval for a partial street closure in conjunction with its Community Civic Event, Porterville Celebrates Reading, to be held on Saturday, April 22, 2006, from 8:30 a.m. to 2:30 p.m. at the fair grounds. The closure is intended to accommodate a pedestrian crossing corridor on Olive Avenue from the fair gates on the north side of the street to the parking lot on the south side of the street. Street closures require Council approval, however, staff feels that the event will not warrant closure, only sponsor-controlled pedestrian crossing using barricades and signs to warn motorists of the event crossing.

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

RECOMMENDATION: 1. That the Council approve the Community Civic Event Application and Agreement from the Porterville Unified School District, subject to the Restrictions and Requirements contained in Application, Agreement And Exhibit “A”, without closing Olive Avenue; and

2. That Council approve the use of the parking lot on the South side of Olive Avenue and the bare ground south of that parking lot for this event with sponsor-controlled pedestrian crossing.


D.D. 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: March 15, 2006  Event date: April 22, 2006

Name of Event: Porterville Celebrates Reading

Sponsoring organization: Porterville Unified Schools, et al.  PHONE # 793-2451
Address: 600 West Grand  Porterville

Authorized representative: Gary Ingraham, Director of Curriculum  PHONE # 793-2451
Address: 600 West Grand Ave, Porterville

Event chairperson: Darlene Reyes  PHONE # 539-2317

Location of event (location map must be attached): Porterville Fairgrounds

Type of event/method of operation: Small group presentations for children & parents which encourage literacy development.

Nonprofit status determination: Use Porterville Schools or Porterville Rotary status

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

Barricades (quantity): Traffic Cones: 30  Street sweeping: Yes: No: V
Police protection: Yes: V  No:  Refuse pickup: Yes: No: V
Other: Traffic Control only

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

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
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 ful 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.

SIGN HERE

Porterville Unified Schools

(Name of organization)

(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: Porterville Celebrates Reading

Sponsoring organization: Porterville Unified Schools

Location: Porterville Fairgrounds Event date: April 23, 2006

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address</th>
<th>Telephone</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
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CITY OF PORTERVILLE

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

Name of event: **Porterville Celebrates Reading**

Sponsoring organization: **Porterville Unified Schools**

Event date: **April 22, 2006**  Hours: **8:30 - 2:30**

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>Civic St</td>
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<tr>
<td></td>
<td>Railroad tracks Shopping Center Entrance</td>
<td></td>
<td>Traffic will not be prohibited. Warning cones available from COPS to be used for pedestrian crossing.</td>
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<td>Sidewalks</td>
<td>From</td>
<td>To</td>
<td>Activity</td>
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<tr>
<td>Parking lots and spaces</td>
<td>Location</td>
<td>Activity</td>
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</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

CITY OF PORTERVILLE

PORTERVILLE CELEBRATES READING

APRIL 22, 2006

Business License Supervisor:  No requirements.
   S. Perkins

Public Works Director:  Provide general clean-up after event.
   B. Rodriguez

Community Development Director:  No comments.
   B. Dunlap

Field Services Manager:  No comments.
   B. Styles

Chief of Fire Operations:  No comments.
   M. G. Garcia

Parks and Leisure Services Director:  No comments.
   M. Stowe

Police Chief:  Traffic control and adequate warning devices
   S. Rodriguez to warn motorists.

Deputy City Manager:  See attached exhibit A, page 2.
   F. Guyton

EXHIBIT “A,” Page 1
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Unified School District
Event: Porterville Celebrates Reading
Event Chairman: Darlene Byars
Location: Porterville Fairgrounds
Date of Event: April 22, 2006
Time of Event: 8:30 a.m. to 2:30 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Unified School District 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 Permitee's operation and sponsorship of the aforementioned Community Civic Event.

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

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.
SUBJECT:  SETTING OF A PUBLIC HEARING FOR ESTABLISHING LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS AND TAX ASSESSMENTS FOR PARCELS WITHIN; SIERRA MEADOWS, PHASE ONE SUBDIVISION; WILLIAMS RANCH, PHASES TWO AND THREE SUBDIVISION; SUNRISE VILLA, PHASE ONE SUBDIVISION; NEW EXPRESSIONS, PHASE FOUR SUBDIVISION; MEADOW BREEZE, PHASE ONE SUBDIVISION, MEADOW BREEZE, PHASE TWO SUBDIVISION; AMALENE ESTATES SUBDIVISION; AND RIVERVIEW ESTATES, PHASE FOUR SUBDIVISION

SOURCE:  PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT:  On March 7, 2006 the Council approved this item for public hearing on March 21, 2006. The public hearing was held and the resolutions approved. However, staff discovered after the hearing was held that the advertisement for the public hearing did not appear in the newspaper as requested. It is necessary to readvertise and conduct the public hearing on April 18, 2006.

The attached Resolution declares the intent to form the districts, levy and collect tax assessments, and sets April 18, 2006 for a Public Hearing.

RECOMMENDATION:  That the City Council adopt the Resolution Declaring Intent to Form Districts, Levy and Collect Assessments, and Setting a Public Hearing for April 18, 2006.

ATTACHMENT:  Resolution Declaring Intent to Form Districts, Levy and Collect Assessments, and Setting a Public Hearing for March 21, 2006

Locator Map

ITEM NO. 10
RESOLUTION NO. -2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO FORM ASSESSMENT DISTRICTS AND TO LEVY AND COLLECT ASSESSMENTS IN THE LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS, THE COST AND EXPENSE THEREOF, AND THE AMOUNT EACH PARCEL THEREIN IS INITIALLY TO BE ASSESSED; DESIGNATING SAID DISTRICTS AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS, DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO; WITH SAID PROCEEDINGS PERTAINING TO: SIERRA MEADOWS, PHASE ONE SUBDIVISION; WILLIAMS RANCH, PHASES TWO AND THREE SUBDIVISION; SUNRISE VILLA, PHASE ONE SUBDIVISION; NEW EXPRESSIONS, PHASE FOUR SUBDIVISION; MEADOW BREEZE, PHASE ONE SUBDIVISION, MEADOW BREEZE, PHASE TWO SUBDIVISION; AMALENE ESTATES SUBDIVISION; AND RIVERVIEW ESTATES, PHASE FOUR SUBDIVISION.

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. DESCRIPTION OF WORK
That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22424 of the Streets and Highways code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK
The foregoing described work is to be located within the following areas:

1. Right-of-way, easements, and public lands within Sierra Meadows, Phase one Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 30.”

2. Right-of-way, easements, and public lands within Williams Ranch Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 31.”
3. Right-of-way, easements, and public lands within Sunrise Villa, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 32.”

4. Right-of-way, easements, and public lands within New Expressions, Phase 4 Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 33.”

5. Right-of-way, easements, and public lands within Meadow Breeze, Phase 2 Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 34.”

6. Right-of-way, easements, and public lands within Meadow Breeze Phase 1 Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 35.”

7. Right-of-way, easements, and public lands within Amalene Estates Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 36.”

8. Right-of-way, easements, and public lands within Riverview Estates, Phase 4 Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 37.”

SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICT
That the contemplated work is of more local than ordinary public benefit, and the expense of said work is chargeable upon districts, which districts are to be assessed to pay the cost and expenses thereof, and said districts are described as follows:

All that certain territory of the City of Porterville, included within the exterior boundary line shown upon respective Maps of Landscape and Lighting Maintenance District numbers 30, 31, 32, 33, 34, 35, 36, and 37, which Maps are on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER
The City Council of said City by Resolution has approved the reports of the Engineer of Work, which reports indicate the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The Engineer’s Reports for Landscape and Lighting Maintenance District No. 30 through District No. 37 are on file in the Office of the City Clerk of said City, and were prepared for the 2006-2007 fiscal year in accordance with the Landscaping and Lighting Act of 1972. Reference to said reports is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS
The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct a hearing upon said report at a regular meeting held between March and June, at which time assessments for the next fiscal year will be determined.
SECTION 6. TIME AND PLACE OF HEARING
Notice is hereby given that on the 18th day of April 2006 at the hour of 7:00 p.m. in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment districts may appear and show cause why said work should not be done or carried out in accordance with Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7. LANDSCAPING AND LIGHTING ACT OF 1972
All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8. PUBLICATION OF RESOLUTION OF INTENTION
Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

SECTION 9. CERTIFICATION
The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 4th day of April 2006.

__________________________________
Pedro R. Martinez, Mayor

ATTEST:
John Longley, City Clerk

By: ________________________________
   Georgia Hawley, Chief Deputy City Clerk
SUBJECT: FEDERAL AVIATION ADMINISTRATION
MEMORANDUM OF AGREEMENT

SOURCE: AIRPORT

COMMENT: The City of Porterville has several agreements with the Federal Aviation Administration (F.A.A.) as it relates to the installation and maintenance of airport equipment owned by the F.A.A. The Federal Aviation Administration has updated their “Memorandum of Agreements” with all General Aviation Airports. The attached agreement puts into one document the issues addressed in the Federal Grant Assurances we agree to each and every time we accept F.A.A. grants.

The attached document “DTFAWP-07-L-00025 lists four pieces of F.A.A. owned equipment.

This is an update of current F.A.A. policies and procedures and does not adversely affect the operations at the Porterville Municipal Airport.

RECOMMENDATION: That the City Council:

1- Authorize the Mayor to sign the Memorandum of Agreement Number DTFAWP-07-L-00025

ATTACHMENTS: 1- Memorandum of Agreement Number DTFAWP-07-L-00025

Dir. Funded C/M Approp. Item No. 11
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFAWP-07-L-00025

This agreement is made and entered into by the City of Poterville, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Porterville Municipal Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun–04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2006 and continuing though September 30, 2026. The FAA can terminate this agreement, in
whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Porterville Municipal Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as, Porterville Municipal Airport shall be related to the FAA’s activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that is made part of this agreement by reference and shown on the attached FAA “List of Facilities”.
5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA’s facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA “List of Facilities.”

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport’s boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA’s navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA
may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

City Of Porterville
Porterville Municipal Airport
291 N. Main St.
Porterville, CA 93257

FEDERAL AVIATION ADMINISTRATION
ATTN: REAL ESTATE, AWP-54B
PO Box 92007
Los Angeles, CA 90009-2007

11. Previous Lease(s)/Agreement(s)

This agreement supersedes the following Land Leases:

DTFA08-97-L-17226 (VASI)
DTFA08-00-L-20303 (VASI)
DTFA08-86-L-11622 (RTR)
DTFA08-89-L-12778 (AWOS)

12. OFFICIALS NOT TO BENEFIT (10/96)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

13. COVENANT AGAINST CONTINGENT FEES (8/02)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
14. ANTI-KICKBACK (10/96)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

15. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

City Of Porterville

By: ____________________________
Title: __________________________
Date: __________________________

UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION

By: ____________________________
Title: Real Estate Contracting Officer
Date: __________________________
Dated 02/06/06

List of Facilities

MEMORANDUM OF AGREEMENT
DTFAWP-07-L-00025

PORTERVILLE MUNICIPAL AIRPORT

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Note: Exhibits “A” are restricted areas & clear zones for appropriate facilities.
Obstructions: Obstructions in the approach area shall be removed or controlled. The approach area is a triangular plane established by the location of the downwind VASI bar. The vertex of the plane is the runway centerline opposite the downwind VASI bar and extends outward FOUR (4) miles at an angle of 1 1/2° vertically and 10° horizontally on both sides of the runway centerline.
SUBJECT: VOTING DISPLAY PANEL

SOURCE: ADMINISTRATION

COMMENT: The Voting Display Panel used during Council Meetings has exceeded its service life. Staff has been looking at various options for replacement. One option, currently under review, is a “Response System” voting tabulation system. This system would allow each Council Member, using a wireless hand-held device, to cast their vote and have it displayed on their Council computers and on the big screen for viewing by the audience. The total cost of the system is estimated at $1,244.14.

At a previous Council meeting, a Council Member asked about moving the current voting display from its current position and mounting it on the wall next to the news booth.

RECOMMENDATION: That the City Council:

Direct staff to continue the review process and purchase the Fleetwood Response System, if in the option of staff, it will meet the Council’s needs.

ATTACHMENTS: 1- Fleetwood Group Document: Temperature: 18.3 °C
How to gain and maintain 100% audience involvement during meetings, training sessions or teleconferences

Add interaction with easy-to-use Reply® wireless response systems. You'll gain maximum attention, increase comprehension, and improve recall as the Reply® system encourages total audience participation in an enjoyable, memorable way. Plus, you'll learn how to improve presentations as you go with on-the-spot measurement of opinion and comprehension.

Running interactive events is easy, too. Set up takes just minutes since the patented two-way radio design means no cumbersome wiring. Simply hook up your PC to the portable base station, pass out the wireless keypads, and call up the presentation software. You're ready to go! Reply® lets you take the power of interaction into any meeting, at any time, in any place.

Reply® systems can be customized to your needs. With several versions of keypads and a variety of application software available, you can tailor a system that meets your requirements, grows with you, and offers continuing benefits. So start enjoying the flexibility Reply® offers...whether you rent, lease, or buy.

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P.O. BOX 1259 HOLLAND, MICHIGAN 49422-1259
TELEPHONE: (888) 820-8285 OR (616) 396-1142 FAX: (616) 396-8022
SUBJECT: SELECTION AND APPOINTMENT OF CONSOLIDATED WASTE MANAGEMENT AUTHORITY ALTERNATE

SOURCE: Administration/City Clerk

COMMENT: With the revision of the Joint Powers Agreement for the Consolidated Waste Management Authority (CWMA) approved earlier this evening, an additional member from the City must now be selected. The alternate member to the CWMA Board is required to be another member of the City Council.

RECOMMENDATION: That the City Council appoint a member of the City Council to serve as the City's alternate representative to the Consolidated Waste Management Authority.
SUBJECT: DISPOSITION OF COUNCIL MEETINGS: REORGANIZATION AND JULY 4, 2006

SOURCE: Administration/City Clerk

COMMENT: The Tulare County Registrar of Voters will be conducting the City Council Election being held on June 6, 2006, in the City of Porterville. The County Registrar will not be able to provide the official canvass of votes by June 8 for a Reorganization Meeting on June 12, both dates set by the Porterville City Charter. Pursuant to State Elections Code Section 10262, the canvass is to be completed, and the results certified by the County elections official, no later than the fourth Friday after the election, or June 30. Also according to State Code for a consolidated election, the Council must meet at its usual place of meeting no later than the next regularly scheduled City Council meeting following presentation of the 28-day canvass of the returns, which would be July 4, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers. Staff has contacted the County Election Division Manager, and upon discussion, it is felt the official canvass results should be available by June 23. The Clerk’s Office would like to proceed with scheduling the Reorganization Meeting for either Tuesday, June 27 or Monday, July 3, at 6:00 p.m. The current Council would remain seated until the Reorganization Meeting is held.

Also, the first regular July City Council meeting will fall on the Fourth of July Holiday. In the past the Council has either set a meeting for the next Tuesday, in this case July 11, if there were items that required consideration in a more timely fashion, or waited until July 18 for the first regular meeting in July. Although Council may choose to set specific dates at this time, should circumstances warrant a change or rescheduling of the meetings, Council should have time to make necessary changes at the June 20, 2006 regular Council Meeting.

RECOMMENDATION: That the City Council set the date of the Council Reorganization Meeting for either June 27 or July 3, and set an alternative date for the July 4 Council meeting.

Item No. 14
CITY COUNCIL AGENDA - April 4, 2006

SUBJECT: CONSIDERATION OF STATE LEGISLATIVE PROGRAMS FOR THE CITY OF PORTERVILLE

SOURCE: Administration/City Manager

COMMENT: At the December 6, 2005 City Council Meeting, the Council approved the transmittal of a letter to the California Legislature requesting support for the following legislative priorities, including:

- Expansion of the scope of AB1280 regarding Local Bachelor Degrees
- Allocation of monies to support Highway 190 Improvements
- Support for AB1766 for the extension of Enterprise Zone designations
- Island Annexations
- CDF Air Attack Base

Since December, additional issues have risen. On May 17 and 18, Councilmembers and staff will participate in the League’s Legislative Action Days in Sacramento. It is important to have the most current specification of legislative priorities for that meeting. The recommendation is to approve the attached letter which defines the following as priorities:

- Enterprise Zone Legislation
- Targeted Tax Area
- VLF Backfill for New Annexations
- Local Higher Education/Technical Training
- Highway 65 Improvements
- Island Annexations
- CDF Air Attack Base
- Infrastructure Bond
- Playground Safety Standards

RECOMMENDATION: That Council approve the draft letter and direct the City Manager to transmit it to the Porterville’s Assembly Member and Senator prior to Legislative Action Days.

Attachment: 1) Draft Letter with Recommendations to Senator Ashburn and Assemblyman Maze
April 4, 2006

Honorable Senator Roy Ashburn  
State Capitol, Room 2068  
Sacramento, CA 95814  
VIA FAX: (661) 323-0446 and (916) 322-3304

Honorable Assembly Member Bill Maze  
State Capitol, Room 2008  
Sacramento, CA 95814  
VIA FAX: (559) 636-4484 and (916) 319-2134

RE: Legislative Priorities

Dear Senator Ashburn and Assemblyman Maze:

The Porterville City Council at the April 4, 2006, Regular City Council Meeting reviewed important community issues and adopted legislative policies. Your consideration and support of these priorities is important for development and services within the Porterville community.

Enterprise Zone Legislation: I would like to encourage your support of AB1766 (Dymally) and SB1008 (Ducheny), which would allow for Enterprise Zones to apply for an extension of their designation period by up to 10 years (in two five-year increments). During our 20-year designation, Porterville has proudly marketed the Enterprise Zone program to attract new and retain existing industry and has had the opportunity to bring Wal-Mart Distribution Center and Foster Farms to our community, creating a combined labor force of 1850+ employees. The Porterville Enterprise Zone is due to expire October 16, 2006, and the cost for a new application may be prohibitive for Porterville to apply for a new designation. Additionally, with the uncertainty of pending legislation, the expenditure of funds may not be prudent at this time.

The Assembly Committee on Jobs, Economic Development, and the Economy, chaired by Assembly Member Juan Arambula held a series of legislative hearings and meetings as part of their review of the California Enterprise Zone Program. On March 24, 2006, Assembly Member Arambula issued a memo seeking a number of authors of enterprise zone legislative proposals to consider recommendations made by the Committee. These recommendations included extending the designation of any expiring enterprise zones until December 1, 2008, providing the Department of
Housing and Community Development (HCD) time to complete its regulations on vouchering programs, new zone designations, and performance reviews. I encourage you to strongly support Assembly Member Arambula's recommendation with regard to the extension of designation of expiring zones until HCD has had adequate time to put into place regulations that will improve the administration of the program.

**Targeted Tax Area:** The City of Porterville is privileged to be located within the Business Incentive Zone (BIZ), California's only Targeted Tax Area. The BIZ provides many of the same State incentives as the Enterprise Zone program, however eligibility for BIZ incentives is based on the Standard Industrial Code (SIC) of the business and is primarily targeted toward manufacturing, food processing, and distribution.

Programs need to be reviewed from time to time to remain competitive in the ever-changing economy. Porterville is seeking your support in expanding the eligible categories that benefit from the zone by 1) expanding the SIC codes to include 0700-0799 Agricultural Services, 7300-7829 Business Services, and 8700-8799 Engineering, Accounting and Research; 2) providing preference points for Industrial Development Bonds (IDB); and, 3) providing preference points for State contracts.

**VLF Backfill for New Annexations:** SB1602 is crucial for the City of Porterville. The City has undertaken an extensive island annexation process consistent with State law. Because of service demands from the annexations, monies are needed to carry significant additional service costs. Vehicles license fees are one of the larger revenue sources, but they will not be received for the new population unless SB1602 is enacted this year.

**Local Higher Education/Technical Training:** Providing higher educational and training opportunities to the Porterville area is a vital subject for legislative effort. AB1280 was a success, but much more must be done. If Porterville (indeed Tulare and Kings Counties) is to be economically competitive, an expansion of the AB1280 program must be accomplished. This should include multi-year financial support to prospective schools, colleges, universities, and specific mentorship by California State University and University of California.

**Highway 65 Improvements:** We request allocation of monies to support Highway 65 improvements, as this two-lane road serves as the primary transportation corridor for Southeast Tulare County, and has been a top priority for 10 years because of the importance of the commercial thoroughfare and growing safety concerns. Just recently the project was shelved for at least another six years. This road, which is a
70-mile stretch, is a highly traversed road that connects Tulare and Kern Counties on a daily basis, and serves daily commuters in Porterville and surrounding communities, as well as future industrial companies that consider moving to the area.

**Island Annexations:** The Council requests support of an extension of the period for streamlined island annexations beyond 2007. The City under the current legislation has completed significant annexations of islands. Without a longer term, however, the City cannot be fully effective in its efforts.

**C.D.F. Air Attack Base:** We again emphasize the importance of a joint U.S.F.S./C.D.F. base at the Porterville Airport. It has provided vital support for fire attack in Central California. It is strategically situated and serves the State, region and community well. Porterville recommends that the legislature work to maintain its active operation.

**Infrastructure Bond:** We request support for the Infrastructure Bond Package for the November 2006 ballot. The package that was anticipated to be on the June 2006 ballot failed to receive the 2/3 vote in support. Without it being on the November 2006 ballot, future infrastructure funding avenues would be seriously limited.

**Playground Safety Standards:** We request your support for the repeal of laws governing playground safety standards on or before January 10, 2010. Existing law requires the State Department of Health Services to adopt regulations regarding playgrounds open to the public. Other states defer to federal standards established by the American Society for Testing Materials (ASTM). Repeal of California State standards would simplify manufacturing requirements to the ASTM standards, and provide for uniform safety regulations within the industry.

Sincerely,

Pedro R. Martinez
Mayor