CITY COUNCIL AGENDA
PORTERVILLE, CALIFORNIA
DECEMBER 19, 2007, 6:00 P.M.

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:
   3. Government Code Section 54956.9(a) - Conference with Legal Counsel - Existing Litigation: John Hale et al. v. City of Porterville et al.
   4. Government Code Section 54956.9(c) - Conference with Legal Counsel - Anticipated Litigation: Three Cases.

7:00 P.M. RECONVENE OPEN SESSION

**REPORT ON ANY ACTION TAKEN IN CLOSED SESSION**

Pledge of Allegiance Led by Council Member Pete McCracken
Invocation

**PROCLAMATION**

Winter Wonderland

**PRESENTATIONS**

Veteran’s Homecoming Queen and Court Presentation
City Managers Featured Projects

**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 September 25, 2006
2. **Claim - Leona Warzee**  
Re: Considering rejection of claim for $75 for property damage allegedly caused on or about October 11, 2006 when a City street sweeper caused a rock to fly, breaking the window of claimant’s recreational vehicle parked at 1678 W. Belleview.

3. **Replacement of Ice Maker at Airport**  
Re: Authorizing an expenditure of approximately $3,600 for the replacement of the ice maker at the Airport restaurant.

4. **Acceptance of Appraised Value of Right of Way for Property Located at APN 261-030-046 - Sandra Anne Cannella, Successor Trustee of the Max Leroy Young 1988 - Plano Bridge Widening Project**  
Re: Authorizing commencement of escrow and payment of $7,250 to property owners for 307 sq. ft. of right-of-way needed for the project.

5. **Purchase of Airport Property by Gridley Machine**  
Re: Authorizing the sale of 422.4 sq. ft of real property in the Airport Industrial Park to Gridley Machine for a cost of $658.95.

6. **Consideration of Contracting Planning Consultant Services**  
Re: Considering authorization to negotiate a contract with Provost & Pritchard for planning services, in an amount not to exceed $6,500 per month, until such time as additional staffing has been hired.

7. **Consideration of Amendment to Scope of Work of Franchise Compliance/Renewal Consultant**  
Re: Authorizing expansion of services of Communications Support Group, Inc., for an additional $10,000, to include audit for the period of January 1, 2003 through December 31, 2004.

8. **Intent to Abandon a Portion of “C” Street (Sanome Pacific Properties, Inc. - David McDowell)**  
Re: Considering a resolution of intent to vacate the northern portion of C Street between Vine Avenue and Olive Avenue, and setting January 16, 2007 as the time for a public hearing.

9. **Extension of License Agreement Term for Senior Nutrition Program Use of the Santa Fe Depot**  
Re: Considering amendment to License Agreement to extend term on a month-to-month basis for a period of three months, and approving preparation of a budget adjustment for $2,400 for the additional three months of financial support.

10. **Request to Apply for Office of Traffic Safety Mini Grant**  
Re: Authorizing the filing of a grant application for approximately $7,600 to aid in increased compliance efforts in the area of seatbelt use through a 21 day enforcement operation.

11. **Amendment to the Seasonal and Part-Time Pay Rates**  
Re: Amending the City’s Employee Pay and Benefit Plan, and Seasonal and Part-time Pay Rates for FY 2006/2007, to reflect California’s minimum wage increase from $6.75 to $7.50 as of January 1, 2007.

12. **Amendment to the Employee Pay and Benefit Plan - Fire Chief Position**  
Re: Updating Pay and Benefit Plan to re-establish the single classification of Fire Chief and to eliminate the Fire Chief/Deputy City Manager classification.

13. **Deputy City Manager Recruitment**  
Re: Authorizing the retention of executive search firm Peckham & McKenney for a fee of $16,000, plus expenses, to recruit a Deputy City Manager.

_A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible_
PUBLIC HEARINGS
14. Ennis Estates Tentative Subdivision Map (Ennis Homes)
   Re: Considering request to continue the item and public hearing to the Meeting of January 16, 2007.

SCHEDULED MATTERS
15. Resolution of Ambiguity - Developer’s Request for Council to Clarify and Reconsider Staff’s Interpretation of Open Space Requirements for Proposed Apartment Complex Consisting of 30 Units at the Southwest Corner of Willow Avenue and E Street
   Re: Considering request for clarification on “Rear Yard” requirements in § 305A 1-3 of the Municipal Code pertaining to Open Space for proposed development.

16. Ordinance Extending Non-Exclusive Cable Television Franchise
   Re: Considering ordinance to extend Ordinance 1544, as transferred by Ordinance 1582, to extend expiration date of the City’s current cable television franchise to January 2, 2008 to preserve City’s existing rights.

17. Public Improvements Agreement - Riverwalk Development
   Re: Considering Agreement pertaining to the construction of public improvements associated with the Riverwalk Project at Highway 190 and Jaye Street.

18. Heritage Center “Wall of Fame” Placement Procedure
   Re: Considering adoption of procedure to posthumously recognize individuals for significant community service, and considering nomination of Mrs. Carmen Martinez-Eoff for placement on the “Wall of Fame.”

19. Property Improvement Award Program
   Re: Considering development of a Property Improvement Award Program to recognize residents for property beautification and maintenance efforts.

20. Frank ‘Buck’ Shaffer Clock for Centennial Park
    Re: Considering options for possible installation of clock at Centennial Park in honor of Mr. Buck Shaffer.

21. Set Adjourned Meetings
    Re: Considering dates and times for the scheduling of two Adjourned City Council Meetings to discuss the Initiation of Measure R, and the City’s Meet and Confer Process and Procedure.

22. Consideration of Appointment to Measure R Citizens’ Oversight Committee
    Re: Considering appointment of an individual to the committee, or directing staff in facilitation of an application process for interested individuals.

23. Council Member Request for an Agenda Item - “Dog Feces Ordinance”
    Re: Considering request by a City Council Member.

24. Council Member Request for an Agenda Item - “Consideration of $2,500 Mural Sponsorship”
    Re: Considering request by a City Council Member.

25. Council Member Request for an Agenda Item - “Budget Adjustment for Iris Bulb Plantings”
    Re: Considering request by a City Council Member.

26. Street Lighting Along Villa Street - Olive Avenue to Union Avenue
    Re: Informational report on the installation of additional street lights along Villa Street.
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 January 5, 2007

It shall be the policy of the City Council to complete meetings, including closed sessions, by 11:00 p.m. unless, upon consensus, Council elects to continue past the adjournment hour.

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.
CITY MANAGER’S FEATURED PROJECT FOR
DECEMBER 2006

1. Award of HOME Monies
2. Launch of Police Volunteer Program
3. Date Avenue Housing Project
Roll Call: Council Member McCracken, Council Member P. Martinez, Mayor Pro Tem F. Martinez, Mayor Hamilton
Absent: One Council Vacancy

Pledge of Allegiance led by Mayor Pro Tem Felipe Martinez
Invocation: Moment of Silence

ORAL COMMUNICATIONS

Martha Alcazar Flores, 249 South Indiana, asked if it was permissible to ask about the selection process. She explained the selection process as she understood it, and that the Mayor would make the selection if no decision was made by the Council as a whole regarding the two candidates. Mrs. Flores stated that in that instance, she hoped that all the other candidates would again be considered by the Council.

SCHEDULED MATTER

1. CONSIDERATION OF CITY COUNCIL APPOINTMENT

The City Manager presented the staff report.

Mayor Hamilton stated that he was not at the September 5 Council meeting, but he had read the minutes prepared by the Chief Deputy. He stated that Council Member McCracken also wished to speak on this matter.

Council Member McCracken spoke regarding his vote for a motion he wasn’t fully aware of the intent, which removed the voice of two Council members early in the process, and which denied qualified candidates an opportunity to come before the Council and have their day. Council Member McCracken stated that they pushed citizen involvement. He stated that the Council should interview all the candidates and then make their selection.

Mayor Pro Tem F. Martinez stated that he and the Mayor interviewed all seven of the candidates, and they were all qualified, but as requested, the field was narrowed to those they felt most qualified for the position on the Council.

Council Member P. Martinez stated that they had two qualified individuals to consider, which did not mean that the other five applicants were not qualified, but the Mayor and Mayor Pro Tem selected the two individuals they felt would best fit into their team. Council Member P. Martinez stated that the individuals who applied, if not selected for this position, could certainly serve their community in other ways, and on other committees. He stated that he applauded and thanked the applicants for participating in this process.
Mayor Hamilton stated that he was not present for the September 5 discussion on this matter, but it passed four/zero and he thought it was the will of the Council, so they should continue on.

It was decided to alternate the questions between the applicants so it would be more equitable. The City Manager and the City Attorney stepped down so the applicants could use their seats and microphones. Edith Lavonne and Eddie Hernandez came forward and took their seats.

• Question 1 - In the candidates opinion, what actions should the City government take with respect to the homeless situation.

Mrs. Lavonne stated that the homeless situation had gotten worse, and they were seeing a lot of the by-products, but she didn’t know the legality as there was not much in the way of shelters here. She stated that there was not much in the way of shelters, but they needed to do something. She stated that she had not thought of it.

Mr. Hernandez stated that the whole situation was appalling and the Council should take a leadership role and govern accordingly, possibly by organizing or formatting a group of individuals like LOVE, Inc., or some other group trying to deal with homeless by creating a forum in the community, as they did with the Pavarello House in Fresno. He stated that perhaps the City, and the Council, needed to be proactive and should take the lead and organize a group of individuals and come to a consensus and provide facility or a location for them.

• Question 2 - How do you feel about growth in Porterville

Mr. Hernandez stated that growth was good as long as it was constructive and could be proactive. The Council was heading in the right direction with their cohesion, and with the General Plan Update which will give the Council more direction. With a Council that is focused, and with support from the community, they were headed in the right direction.

Mrs. Lavonne stated that they were heading in the right direction, but it needed to be planned more. She stated that they had an influx of people coming because they want the good life, and they needed to plan for them, along with the schools. They also needed to be planning for jobs, training, infrastructure, and housing needs. The City was working on economic development to bring in jobs, and they needed to grow in business for their people. They needed to look at the whole picture.

• Question 3 - Has any Council Member up there asked you to put forth your resume?

Mrs. Lavonne stated that none of the Council Members up there had asked her. She stated that Jim Oakey got her involved, and she got involved in Leadership Porterville. She stated that before she got involved she wanted to make sure she had the time required so she could do it right.

Mr. Hernandez stated that he had worked toward this for ten years, and he believed this was just an extension of his public life. He stated that he had been looking for someone to run in lieu of himself, but was asked why not him. He stated that he did make the decision on his own.
• Question 4 - The Gang activity in the community was rather large, how will you be part of the solution to decrease gang activity?

Mr. Hernandez stated that he had been a reserve police officer for ten years, and he felt the key was youth activities, mentoring, and programs to occupy our youth to get them off the street.

Mrs. Lavonne stated that was a good start, but only a part. She stated that she had five children, and grandchildren, and has been active in many programs. Mrs. Lavonne stated that kids needed personal attention, but they also needed to learn boundaries and consequences, and learn that if they wanted to be here they needed to be a part of the community. She stated that the parents needed to monitor activities and provide direction, and the police force needed to effectively deal with the gang activities they see.

• Question 5 - In regards to infrastructure, what guidelines would you suggest for establishing road repair and construction priorities?

Mrs. Lavonne stated that infrastructure was many things, but roads were the most visible. To make decisions on roads, they needed to look at the infrastructure as a whole and prioritize what was most important. She stated then they fixed the roads, they needed to fix the worst ones so they did things right when they did them, and not just put on a band-aid.

Mr. Hernandez stated that gateway entrances had been discussed at the strategic planning session Saturday. The entrances are very unsatisfactory and did not represent the City of the Good Life. They needed to look at traffic studies, the most used roads, and what was most necessary. If the City continues to grow, they needed to the priorities and address their gateway entrances also.

• Question 6 - What challenges do you see in Porterville’s future?

Mr. Hernandez stated they needed to focus on the priorities—the General Plan Update, a four year college, expanded schools and roads, safety, jobs, and youth activities. The most current priority is jobs and constructive growth, implementing the General Plan, and having a cohesive Council to put it into place.

Mrs. Lavonne stated that a cohesive Council was primary to work together as a team to make things happen. She stated that they needed growth and to bring businesses here, and they needed to provide for their youth in the community so they will have jobs when they come out of school so they could keep them here. Mrs. Lavonne stated that by working together they could make things happen faster. She stated that they had a good City staff with good ideas, and they needed to be open to listen and change.

• Question 7 - What is the worst decisions made in last year?

Mrs. Lavonne stated that was all in one’s perspective, personal goals. She stated that she couldn’t say the worst one, but the decisions made that were the worst were because the Council was
divided. She stated that she would like to see some things happen that had been put on the back table. She stated that she would like to see them move forward.

Mr. Hernandez stated the item he had the most concern on was the shopping center at Jaye and 190. Both sides had merit, but when you looked at jobs as compared to rezoning property for a developer, with the General Plan Update coming up, and not wanting to put the cart before the horse, he was torn between jobs and growth, and the developer was left holding the bag. Whether it was right or wrong, he had some reservations on that one.

• Question 8 - If one of you does not get chosen, would the second person run for office at the next election?

Mr. Hernandez stated that he ran before was eight in a field of thirteen. It was not fun to lose but it was a valuable lesson to learn. He stated that he would absolutely consider running, as it was important to give back to your community one way or another.

Mrs. Lavonne stated that she would also consider running, whether chosen tonight or not. She stated that the Council had made a couple of good moves that needed to be continued and she would like to be involved in that. It was time to give back to her community.

• Question 9 - How would you accomplish getting more, higher paying jobs in the area?

Mrs. Lavonne stated it was part of the Council’s job, the City’s job, and the community’s job to make sure this is a more attractive place for businesses. They also need to get involved in the education side to make sure more qualified people were coming out of school, such as Porterville College which has excellent vocational classes. They also needed a good security system for safety for the businesses. They needed to work on infrastructure, places to go, recruit smaller businesses, and train the kids. The City as well as the community needed to work on these things.

Mr. Hernandez stated that the key for Council is providing direction. Council should provide direction and allow the staff to pursue the programs.

• Question 10 - What assets do you feel you could bring to the current Council?

Mr. Hernandez spoke on his background and his being taught morals and respect by his family. He spoke on what he learned about the needs of the community from working with community organizations and groups. He stated that he brought many things to the table and brought insight that the Council could utilize.

Mrs. Lavonne stated that she had many years in community service, through church, service clubs, local organizations, and twenty years with the County Employment Connection. She stated that she provides knowledge on both sides of the equation, the government side and the community side.

• Question 11 - What is the first item or idea you would like Council to get interested in?
Mrs. Lavonne stated that she saw Porterville growing rapidly, like Visalia, but we were not getting enough in developers’ fees. She stated that she didn’t believe that they won’t develop if the fees were raised, because Porterville was growing rapidly and the developer passed such costs on to the consumer. We need to have the fees to properly provide the infrastructure necessary for proper growth to happen. That was one of the things she would like to see happen first.

Mr. Hernandez stated that the most pressing thing was security. He stated that gang activity was seen everyday, and they needed to get behind the police department and give them the support they needed, and the Neighborhood Watch program needed to be reinitiated. He stated that they needed to get behind these programs and get the City back under control.

Mayor Hamilton called for a five minute break at 7:43 p.m.

- Question 12 - As the City continues to grow, with the vision of previous Councils to look at the east side, what’s your idea of our City growing toward the east?

Mr. Hernandez stated that it was essential that they move toward the east, and stop using prime agricultural land toward the west and utilize the eastern slope. They were still issues, but there was ways of getting around them. East and south was open, and there were lots of opportunity for growth, and there were infill projects that needed to be done instead of moving to the west any further.

Mrs. Lavonne stated that she saw new development to the east, and would like to see it continue. There was a lot of land that was in semi-farm in the east that would be good home land, but it was not areas that would have large yards. As the City expanded, they needed to make sure and put something in to provide for the homes that go there.

Mayor Hamilton asked if the Council was going to open up to allow questions from the audience. Council concurred that they would continue with their questions.

- Question 13 - There has been a complaint about trash receptacles left out on the street, what do you see as the City’s role as getting the trash cans off the street?

Mrs. Lavonne stated that she didn’t see this as a fining situation. She stated that what she would like to see is that the cans not be in the street, but on the curb. The trash collectors themselves sometimes leave the cans in the street. She stated that mainly it was a matter of educating people.

Mr. Hernandez stated that he didn’t see them creating another ordinance to try and police trash cans. He stated that he believed it was simply an education issue for the citizens.

- Question 14 - If selected to sit on the Council, are there any items you have a conflict of interest on, and on which you can not participate in?
The City Attorney explained conflicts of interest as pertained to the Council and abstaining from participation on items.

Mr. Hernandez stated that he had read the Form 700 and he had no conflicts.

Mrs. Lavonne stated that she didn’t believe that she had any conflicts.

• Question 15 - The Council has gotten lobbied by many people, and people want to know specifically who you will be working for.

Mrs. Lavonne stated that no one Council person would be her supervisor, or one constituent, it would be the community as a whole. Sometimes decisions would be made that would make people unhappy. She stated that she had a vision of where she wanted to see Porterville, she didn’t want to see another LA or Fresno. She wanted to keep quality of life, have growth and have us choose how we do that. She stated that she would make decisions that were best for the community as a whole. Porterville is a family, and she would do what was best for that community, no matter how she felt personally.

Mr. Hernandez stated he worked for no one and everyone, registered voter or no. He would make informed decisions, and do what was in the best interest of the community. As a Council member he will try to be proactive and have foresight, but when an individual comes up with an issue, he will listen and direct them to the proper department. When things came before the Council, he would listen to both sides of the story, then he would try to be proactive and make a good decision.

• Question 16 - A question facing Council is aggressive soliciting and a decision will be made that some people will not be comfortable with. How would you feel if your decision impacts the good hearted individuals of Porterville, but it really being done for the entire community to prosper as a whole?

Mr. Hernandez stated that a permit was required to do business in the City, some type of legal means to rationalize how you are doing business, and someone being a nuisance or aggravating our citizens needs to cease or leave the premises. The question needed to be addressed by the Council.

Mrs. Lavonne stated that if someone wanted to be in business, they needed to follow the proper licenses and to follow the proper rules. The people doing aggressive solicitation needed to be removed if they didn’t have the proper business license. It is the responsibility of the Council to address this, even if ordinances or laws were required.

• Question 17 - As the Council sits as the Planning Commission on planning items and the General Plan Update, what do you bring to the table as far as land use and planning decisions?
Mrs. Lavonne stated that she believed the General Plan Update would set the direction of where they wanted to go, and anything coming before the Planning Commission or Council needs to fit within that plan. Anything drastically opposite would be changed to fit within the Plan, however, new and innovative plans could be looked at. She stated that she was willing to walk the land and look at projects to see what would work.

Mr. Hernandez stated that the key to the question was the General Plan Update, that would be the Bible for the next twenty to thirty years. Once the Plan was put into place, any deviation would take extraordinary circumstances. He stated that he would rely on staff and the General Plan Update.

• Question 18 - What is government’s role and what is business’ role as pertains to downtown Main Street? What is the role of each entity to make sure Main Street is thriving?

Mr. Hernandez stated that looking at Visalia and Tulare as their Main Streets were thriving, and he compares it to Porterville to see what they are doing that we are not. He stated that he wished he knew the answer. Government’s role was to provide incentives and formulate a plan, but it required a team effort in the community.

Mrs. Lavonne stated they needed to decide what they wanted downtown to be. They needed a vision and then they needed to pursue it—perhaps promote their local artists, or look for suggestions from the community.

• Question 19 - How many boards do you sit on or have sat on, and what positions have you held?

Mrs. Lavonne reviewed her service.

Mr. Hernandez reviewed his service.

• Question 20 - Council responds to immediate problems and those that take thirty years. One of those is economic development. What, in your opinion, is a valid way to measure economic development, and if we are being successful?

Mr. Hernandez stated that a good measuring tool was the quality of life and the standard of living. These tools could be used to judge if the general plan and economic development was working.

Mrs. Lavonne stated that she didn’t think we had done enough. Economic development was growing, and providing a better life for the people, it was also encouraging entrepreneurialship. They needed to encourage growth in many different ways. They needed to look at the whole picture.

• Question 21 - Do you have the time to invest to sit on this Council and serve on committees and go to events and all the things it entails?
Mrs. Lavonne stated that this was not done for money, but for community service. She stated that she was an optimist. She had thought about the hours and she had cut down in other areas so she could pursue this. She stated that basically she was here as much as needed.

Mr. Hernandez stated that this was his civic responsibility, and community service was his life and his passion. He stated that he would make sacrifices in other areas to serve here, because you make time for your passions.

- Question 22 - Did either of you know the questions asked here before time?

Both applicants answered no.

Mayor Hamilton stated that they would take a break at this time.

The City Manager stated that he would get the questions from the audience and screen them before they reconvened. The Council took a recess from 8:34 p.m. to 8:42 p.m.

The City Manager stated that he collected six questions.

- How do you feel about the Casino moving to Highway 190 or to the Airport?

Mrs. LaVonne stated that she had mixed feelings. She was not a gambler, but she had seen the poverty on the reservation. She stated that there would environmental impacts to be reviewed, but she would like to see keep the casino in the area as it was a major source of revenue for the community and the tribe. She stated that she would like to see the environmental impact first.

Mr. Hernandez stated that many citizens drive to the casino, but he had safety concerns about the road. The casino was a good partner to the community, and he would welcome them to the community as long as they paid their fair share of the infrastructure costs.

- What would you have done differently to have a more diverse and greater number of participants in the community meeting?

Mr. Hernandez stated that more advertisement was needed and outreach to the community as a whole. They should exhaust all means.

Mrs. LaVonne stated that everyone working on a committee has been disappointed with the turnout. She stated that perhaps more advertising, but it was also a question of cost. She stated that perhaps something like the Elks had would be nice, or in the water bill.

- Would you vote to increase the compensation to the Council, and what is fair compensation?

Mrs. LaVonne stated that she wasn’t looking for great compensation, perhaps her mileage and reimbursement.
Mr. Hernandez stated that they didn’t do it for the money, but the salary should be updated and increased incrementally. It should be fair.

- Will I be able to call you without a problem because your number is in the telephone directory?

Mr. Hernandez stated that he was in the directory, and he was always available.

Mrs. LaVonne stated that her home phone was not listed, but it could be easily changed. She would also be available by cell phone.

- How would you approach working with the Tule River Tribal Council on a government to government basis?

Mrs. LaVonne stated that the Tule River Tribe was their own government, elected by their constituents, and we are neighbors in close proximity. She stated that open communication was necessary and they needed to respect their ways, their laws, and their lands. They needed to work together because they wanted the same things.

Mr. Hernandez stated that they worked together now with joint activities.

- What should our City’s position be regarding illegal immigration, and how much do they contribute to local gang activity?

Mr. Hernandez stated that he came from a family of immigrants. He stated that they wouldn’t condone illegal immigrants, but legal immigrants should receive services, safety, etc. as guarantee by the system. He stated that he couldn’t turn his back on them though, anymore than the homeless. Mr. Hernandez stated that gangs was another matter, and it was a matter for the Police Chief or law enforcement to address.

Mrs. LaVonne stated that she couldn’t condone illegal immigration. She stated that the immigrants here were hard working and being taken advantage of, but she wasn’t sure how much the Council could get involved. She stated that she didn’t feel the immigrants were a big part of the gang activity.

Mayor Hamilton asked for the closing statements.

Mrs. LaVonne stated that she offered a different perspective to the Council. She was not male, almost as good a cook as Pete, she had a background in farming and knew what was involved in business. She had worked on the other side in business, and knew there was never two sides in an issue, there was three, there was two perspective and one fact to be weighed. She was involved in the start of “Paint the Town” and it was great to see it happen. They need to install energy in the town. She would do what was necessary time-wise, meeting, listening, to make the community to grow for all of them. As for the new casino, her feeling was the same as any other business, they needed to plan for it, do what was required, and go for it. Mrs. LaVonne stated that if chosen they
would see a lot of her, even more than in the past, because as a Council member they needed to be out there.

Mr. Hernandez stated that he considered himself a native of Porterville having lived here all his life, except six weeks. He was fortunate in being mentored by individuals such as Daniel Figueroa, who helped him. He stated that mentoring needed to be in place for today’s youth. He stated that it was an honor to be considered for this position, and he looked forward to serving with pride and honor.

Mayor Hamilton stated that he appreciated Mrs. Lavonne and Mr. Hernandez sitting in the hot seat for two hours.

Mayor Pro Tem F. Martinez stated that he would like to move they appoint a Councilperson that evening.

Council Member P. Martinez stated that he would like a quick five minute break. The Council recessed from 9:06 p.m. to 9:10 p.m.

**COUNCIL ACTION**

MOVED by Mayor Pro Tem F. Martinez, SECONDED by Council Member P. Martinez that Council nominate and appoint their next Council Member.

AYES: P. Martinez, F. Martinez, Hamilton
NOES: McCracken
ABSTAIN: None
ABSENT: One vacancy

Council Member P. Martinez nominated Eddie Hernandez for the Council position.

**COUNCIL ACTION**

MOVED by Council Member P. Martinez, SECONDED by Mayor Pro Tem F. Martinez that Council appoint Eddie Hernandez.

AYES: P. Martinez, F. Martinez, Hamilton
NOES: McCracken
ABSTAIN: None
ABSENT: One vacancy

Council Member McCracken stated that he would like to change his vote to yes.

Mayor Hamilton thanked Edith Lavonne for her participation.

Mrs. Lavonne stated that it was a good group to choose from, but the Council had not seen the last of her yet.

Mayor Hamilton thanked Martha Flores.
The City Manager then swore Eduardo “Eddie” Hernandez into office to fill the seat left vacant by Richard Stadtherr.

**ORAL COMMUNICATIONS**

None

**OTHER MATTERS**

- Council Member P. Martinez stated that he and Council Member McCracken had a meeting at the College tomorrow night, and they encouraged all citizens to come and participate in government. He stated that they also had their Paint the Town event coming up, and he encouraged people to get teams and participate in that. He stated that these activities were really important.

- Mayor Pro Tem F. Martinez stated that Paint the Town really made a difference and he encouraged everyone to get out to clean and paint the town, and help those individuals that could not help themselves.

- Council Member Hernandez thanked the other candidates. He stated that they were all worthy of sitting in that chair, and he hoped others would make the effort and step forward. He encouraged others to sit on committees and participate in government.

- Council Member P. Martinez stated that Relay for Life was also coming up. It is an important endeavor, and he encouraged people to form teams or support individuals. He stated that the Council supported Relay for Life.

**ADJOURNMENT**

The Council adjourned at 9:22 p.m. to the Council Meeting of October 3, 2006.

______________________________
Georgia Hawley, Chief Deputy City Clerk

ATTEST:

______________________________
Cameron Hamilton, Mayor
SUBJECT: CLAIM - LEONA WARZEE

SOURCE: Administration

COMMENT: The claimant has filed a claim against the City in the amount of $75 for property damage allegedly sustained on or about October 11, 2006 when a City street sweeper caused a rock to fly, breaking a window on claimant’s parked recreational vehicle at 1678 West Bellevue.

RECOMMENDATION: That the Council reject said claim; refer the matter to the City’s insurance adjustor; and direct the City Clerk to give the Claimant proper notification.
CLAIM AGAINST  CITY OF PORTERVILLE

Claimant's name: Leona Wargae  SS#: [Redacted]
Claimant’s Telephone No.: [Redacted]  DOB: [Redacted]
Claimant's address: [Redacted]
Address where notices about claim are to be sent, if different from above: [Redacted]

Date of incident/accident: 10-11-06 at or about __________
Date injuries, damages, or losses were discovered: 10-13-06
Location of incident/accident: Motel home parked in driveway window.  (Use back of this form or attach diagram if necessary to answer this question in detail.)
1678 W. Bellerine Porterville
1678 on West Bellerine - cleaning pool while cleaning -
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What did entity or employee do to cause this loss, damage, or injury? Cleaning street sweeper

What are the names of the entity’s employees who caused this injury, damage, or loss (if known)? Unknown

What specific injuries, damages, or losses did claimant receive? Broken window on motel home  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of $10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a “limited civil case” [see Government Code 910(f)] $75.00

Window & Labor
How was this amount calculated (please itemize)? Estimate see attached Paint Store
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 10-20-06  Signature: Leona Wargae

If signed by representative:
Representative's Name
Address

Telephone # [Redacted]  Relationship to Claimant
Glass & Labor

22 X 36 Approx
Glass 12.66
Plexi 18.31
Labor 75.00
SUBJECT: REPLACEMENT OF ICE MAKER AT AIRPORT

SOURCE: Administration

COMMENT: The ice maker that serves the restaurant and cocktail area at the airport is in need of replacement. From a recent call for service, the City has learned that the unit (which is more than fifteen years old) is beyond repair, and that a new unit will cost approximately $3,600. As part of the restaurant lease, one percent (1%) of the replacement cost of the unit is calculated and added annually to the lease agreement (or $36 per year). Funds are available in the Airport Replacement Fund.

RECOMMENDATION: That the City Council:

1. Approve the replacement of the ice maker at the airport; and

2. Authorize the expenditure from the Airport Replacement Fund.

ATTACHMENT: None

SOURCE: PUBLIC WORKS DEPARTMENT

COMMENT: Sandra Anne Cannella, successor trustee of property located at APN 261-030-046, has accepted the appraised value of $7,250.00 for the 307 square feet of right-of-way needed and the temporary construction easement for 4,550 sq. ft. for the Plano Bridge Widening project.

The City recently had the property appraised by Dennis L. Schneider, MAI, a Certified General Real Estate Appraiser. The appraisal came in at $7,250.00 for the 307 sq. ft. of property needed and the temporary construction easement of 4,550 sq. ft. This appraisal is available in the Community Development Department for your review.

RECOMMENDATION: That City Council:

1. Authorize staff to begin escrow, with the City paying escrow fees;
2. Authorize staff to make payment to Sandra Anne Cannella in the amount of $7,250.00 after completion of escrow;
3. Authorize the Mayor to sign all necessary documents; and
4. Authorize staff to record all documents with the County Recorder.

ATTACHMENTS:

1. Right-Of-Way Take Map
2. Resolution

DD3826 APPROPRIATED/FUNDED CM J

ITEM NO. 4
TEMPORARY CONSTRUCTION EASEMENT
AREA - 4,550 S.F.
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR PUBLIC STREET AND UNDERGROUND UTILITIES PURPOSES AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT DEED FROM SANDRA ANNE CANNELLA

BE IT RESOLVED by the City Council of the City of Porterville that the City of Porterville hereby accepts a Grant Deed in fee and accepts a Temporary Construction Easement Deed from Sandra Anne Cannella, for public street and underground utility purposes, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "B" attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the purchase price of $7,250.00 is hereby approved, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

__________________________
Cameron J. Hamilton, Mayor

ATTEST:

John Longley, City Clerk

__________________________
By: Georgia Hawley, Deputy
SUBJECT: PURCHASE OF AIRPORT PROPERTY BY GRIDLEY MACHINE

SOURCE: Administration

COMMENT: Gridley Machine Company, Inc., manufacturer of precision machine components, has been located in the Airport Industrial Park since November 1977.

To expand the safety of their operation, they are requesting to purchase a small strip of land (442.4 square feet) adjacent to their parking lot for the installation of a second driveway.

Staff has reviewed their request and finds it acceptable for the orderly flow of traffic in the area. This parcel is currently part of the Airport lighting and landscape district. The district has not been activated due to a lack of funds. The removal of this area will not have an adverse effect on the future aesthetics of the district.

The last formal appraisal was done by Hopper and Hopper in 2002. During 2002/2003 Mr. Schneider did an appraisal of an adjacent parcel. We have a current appraisal (August 11, 2006) on that parcel which indicates an increase of 42.5% over Mr. Schneider’s prior appraisal.

In talking with Hopper and Hopper, they indicated it would be an appropriate industry standard to use Schneider’s increase on the adjacent property and apply it to Hopper and Hopper’s last appraisal, as the cost to appraise this small of a piece of property could exceed the value of the property. By using this methodology, a new value of $1,56 would be appropriate. The total square footage is 422.4, for a cost of $658.95

James Winton and Associates conducted a legal survey which is attached.

RECOMMENDATION: That the City Council:

1- Approve the sale of 422.4 square feet of land for a price of $658.95.
2- Authorize a lot line adjustment.
3- Authorize the Mayor to sign any and all documents necessary to execute the above.

ATTACHMENTS: 1- Lot line adjustment map.

Item No. 5

S. Airport/gridley/driveway final
LOT LINE ADJUSTMENT

BEING A LOT LINE ADJUSTMENT BETWEEN PARCEL 3 OF PARCEL MAP No. 2881 AND PARCEL 3 OF PARCEL MAP No. 3733, LOCATED WITHIN SECTION 8 & SECTION 9, T.22S., R.27E., M.D.B.&M., CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

For: BERT GRIDLEY

By: JAMES WINTON & ASSOCIATES

16538 GOAT RANCH ROAD
SPRINGVILLE, CALIFORNIA 93265
(559) 536-6507

150 WEST MORTON AVENUE
PORTERVILLE, CALIFORNIA 93257
(559) 781-2700

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CALIFORNIA 93257
(559) 782-7460

NOTES

1. DATE: NOVEMBER 1, 2006
3. WATER: CITY OF PORTERVILLE
4. SEWAGE DISPOSAL: CITY OF PORTERVILLE

LEGEND

PROPOSED PROPERTY LINE
EXISTING PROPERTY LINE TO BE DELETED

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE REAL PROPERTY SHOWN ON THIS MAP AND WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR MAKING AND PLUNGING THIS LOT LINE ADJUSTMENT AND STATE THAT THE INFORMATION SHOWN ON THIS MAP IS TRUE AND CORRECT.

______________________________

2479
SUBJECT: CONSIDERATION OF CONTRACTING PLANNING SERVICES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The Community Development Department is currently looking at reorganizing the Planning Division within the Department. Until the reorganization is complete and any additional staff has been hired, Staff is recommending contracting to Provost & Pritchard Engineering Group for planning services in lieu of vacant positions within the department.

Staff analyzed the following two options before recommending Provost & Pritchard:

1. To extend Quad Knopf's contract with the City to include these services. Quad Knopf is currently the City's Environmental Consultant and is working on a variety of projects for the City and others at this time.

   Comment: Additional work may cause a delay in these projects or any new projects.

2. Contract with Provost and Pritchard for additional services. Julie Boyle would be assigned as the lead planner for the contract.

   Comment: Since Julie Boyle is very familiar with the City's projects and the City in general, this option is more desirable. This will also allow Julie Boyle to wrap up any projects she was working on during her employment with the City.

Attached is a copy of the proposal from Provost & Pritchard which gives the City several options ranging from a Senior Planner one day a week and Project Administrator one-half day per week to a Senior Planner two days a week and Project Administrator one day per week with cost ranging from $4,250 to $8,500 a month. At this time staff believes that the best option would be to enter into an agreement with Provost & Pritchard to provide services with a monthly maximum (not to exceed without verbal approval) of $6,500 per month.

The monthly cost of this service ($6,500) is approximately the monthly cost of a Senior Planner at Range 191 Step "B". This is the range and step the last Senior Planner received. Due to the Senior Planner vacancy, funds are currently budgeted in the Community Development Department, which will allow the funding of a contract with Provost & Pritchard. As mentioned above, this contract will terminate once a Senior Planner has been hired or, the reorganization is complete and any additional staff has been hired.
RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate a contract with Provost & Pritchard: and
2. Authorize the Mayor to sign all necessary documents.

ATTACHMENTS: 1. Provost & Pritchard’s Proposal
2. Quad Knopf’s Proposal
November 29, 2006

Mr. Bradley D. Dunlap, AICP
Community Development Director
City of Porterville
291 North Main Street
Porterville, CA 93257

Subject: Proposal for Planning Services

Dear Brad:

At your request we have put together this proposal to provide planning services in support of City operations, in effect serving as Senior Planner in lieu of staff. We appreciate the opportunity to be of service and help the City through this time of transition.

Since it is our understanding that this kind of arrangement has not been used in the City of Porterville in recent memory, the scope of the services required or desired probably is not completely understood. We have set forth the tasks we believe to be necessary in the day-to-day operations of the City and the Community Development Department, and have addressed our approach and proposed staffing accordingly. We expect that we'll need to discuss each of these areas with you and reach agreement on what is expected before any services are begun.

We also note that Provost & Pritchard (P&P) is currently involved in a number of development projects at various locations in and around the City, and these projects will be subject to review by Planning and/or Public Works staff, and may require City Council approval. Projects we currently have under contract include:

- Fairways Tract Annexation and water systems study;
- Riverview Phase III- Woodard Homes;
- General Plan Update Water Supply Assessment;
- Sequoia Ranch (Springville)

Other contracts may be entered into during the duration of our agreement with the City, and we would disclose those projects with you as soon as appropriate.
Mr. Bradley D. Dunlap  
November 29, 2006  
Proposal – Planning Services  
Page 2

We understand that the City would separately retain another consultant to provide planning review on projects where a real or perceived conflict exists for P&P.

Our services could include the following:

♦ **Day-to-Day Department Management**
  Provide general supervision and oversight to the staff within the Planning Department. Serve as technical resource and decision point for non-routine items not requiring referral to other departments. Prepare Council agenda items as required for routine and non-routine Planning Department items including Annexations, Conditional Use Permits, Design Review Overlays, legal notices, and similar items.

♦ **Development Review**
  Participate in development review process for all non-residential projects, including annexations, Conditional Use Permits, Design Review Overlays, and environmental reports. Prepare technical comments and circulate to other departments. Meet with other department staff as required to develop City position and conditions of approval. Review and mark-up submitted project plans, environmental documents, or other work to enforce conformance with State statutes and City codes and policies. Participate in Project Review or other committees as requested.

♦ **Public Meetings**
  Attend City Council meetings as requested by the Community Development Director to present planning-related items or respond on planning-related issues.

**Proposal**

We are proposing that Julie Boyle, be the primary staff for this assignment. We believe she would need to spend perhaps one or parts of two days in the Community Development Department office each week to keep the most pressing issues moving forward. She would likely also use P&P support staff to provide the most cost effective service. We do not mean to suggest that all the above issues can be addressed in one to two days per week. The contract would continue on an as-needed basis for up to nine (9) months, after such time the term could be extended if necessary.

Depending upon your interests and prior approval, we would use other staff as appropriate to provide more responsive and comprehensive service and to serve you in the most cost-effective manner.

The uncertain scope and level of effort indicate that Time-and-Materials billing would be most appropriate. We estimate that if we were to follow our current rate schedule, our billing would be in the range of $4,250 (one day per week of Senior Planner time and one-half day per week of Project Administrator time) to $8,500
per month (two days per week of Senior Planner time and one day per week of Project Administrator time), depending upon the assignments given to us.

We propose that we enter into an agreement to provide services in accordance with the 2006 Rate Schedule, with a monthly maximum (not to exceed without your verbal approval) of $6,500. Please note that the Rate Schedule may change in early 2007, at which time new rates would be billed for time associated with this contract.

We'd further propose that this arrangement be reviewed periodically with the option to make adjustments if more hours are consistently required to meet the City’s needs.

Again, thank you for the opportunity to provide this proposal. We look forward to discussing it with you in greater detail if you choose to move forward.

Sincerely-Yours,

Richard M. Moss, PE
Vice- President

Enclosure: 2006 Fee Schedule

Copy: DKM/MGT/JDB
## PROVOST & PRITCHARD ENGINEERING GROUP, INC.
### 2006 Fee Schedule
*(hourly rates and reimbursable project costs)*

### Engineering Staff:

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<th>Grade IV</th>
<th>Grade V</th>
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### Specialists:

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### Construction Services: (Subject to applicable State law for prevailing wage projects)

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### Support Staff:

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<td>$75.00</td>
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### Surveying Services:
*(As quoted for the project. Surveying rates are subject to equipment and crew needs; State law requires certain types of projects to conform to prevailing wage rates, which vary by county.)*

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<tr>
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### Expert Witness / GIS Training: As quoted.

### Project Costs:

- Mileage
- Outside Consultants
- Direct Costs

---

$0.56/Mile  
Cost + 15%  
Cost + 15%  

---

Exhibit A
Adjunct Planning Services

for the

City of Porterville

Submitted by

Quad Knopf
5110 West Cypress Avenue
P.O. Box 3699
Visalia, California 93278
(559) 733-0440

November 2006
Task 1  CURRENT PLANNING

Quad Knopf’s Environmental and Planning staff will serve as the City’s on site, adjunct planning staff, and CEQA and NEPA environmental practitioners. We propose to provide the City with dedicated, in-house planning or environmental staff one or two days per week at a discounted hourly rate to coordinate with various City departments, access City records and compile background data and perform the duties described in the following tasks. It is intended that tasks assigned through this agreement will be of a scope and scale that can be completed by on-site staff with minimal assistance from other Quad Knopf employees. If it is anticipated that a task will require specialized services such as surveying, engineering or graphics, or that additional planning staff will be required to accomplish the project goal in the time allotted, the City of Porterville and Quad Knopf will negotiate additional services as needed.

Task 1.1 Front Counter / Phone Inquiry Assistance

Quad Knopf staff will become familiar with the Porterville General Plan, Zoning Ordinance, Subdivision Ordinance and similar documents. As needed, Quad Knopf staff may be assigned to answer public questions regarding these documents, and their use in the development process. Charges will be based on actual counter time, and there will be no “standby charge”.

Task 1.2 Building Permit Review

Quad Knopf staff may be assigned to review applications for Building Permits. Such applications will be analyzed for compliance with Zoning and Subdivision Ordinance requirements (land uses, setbacks, etc.) and compliance with conditions of approval set forth in the Site Plan Review process or appropriate discretionary approval process (Conditional Use Permit, Subdivision Map, etc.). Such reviews would not include compliance with California Building Codes (and related codes) or with public works construction standards. This task would be billed on a time and materials basis.

Task 1.3 Perform Site Plan Reviews

Pursuant to the Porterville Zoning Ordinance, applications for discretionary planning permits, and applications for building permits for industrial, commercial, professional office and multiple-family residential projects must be reviewed by the Site Plan Review Committee prior to acceptance of the application as complete. Quad Knopf staff may provide an initial review of Site Plan Review Applications to ensure completeness. Furthermore, Quad Knopf staff may review Site Plan Review Applications for compliance with the Zoning Ordinance, Subdivision Ordinance, General Plan Policies, and similar documents. For discretionary permits Quad Knopf staff may also provide recommended project amendments and conditions of approval to support the city’s development goals. As needed, Quad Knopf staff will coordinate review and response
duties with other departments throughout the City of Porterville. **This task would be billed on a time and materials basis.**

Task 1.4 Review Conditional Use Permit, Zone Variance and Design Review Applications

Quad Knopf staff may prepare staff reports and recommendations with regard to proposals for Conditional Use Permits, Zone Variances and Design Review. The review may include a determination regarding the completeness of the application, followed by sufficient research to prepare recommendations regarding appropriate conditions of approval, project changes, and approval or denial of the project. Quad Knopf staff may prepare maps, staff reports, public notices, resolutions, etc. as necessary to ensure compliance with the processing requirements of the Zoning Ordinance. **This task would be billed on a time and materials basis.**

Task 1.5 Review Lot Line Adjustments, Parcel Maps and Subdivision Maps

Quad Knopf staff will become familiar with the provisions of the Subdivision Map Act and Subdivision Ordinance and may prepare staff reports and recommendations with regard to proposals for Lot Line Adjustments, Parcel Maps and Subdivision Maps. The review may include a determination regarding the completeness of the application, followed by sufficient research to prepare recommendations regarding appropriate conditions of approval, project changes, and approval or denial of the project. Quad Knopf staff may prepare maps, staff reports, public notices, resolutions, etc. as necessary to ensure compliance with the processing requirements of the Map Act and Subdivision Ordinance. **This task would be billed on a time and materials basis.**

Task 1.6 Review Zone Changes and Zoning Ordinance Amendments

Quad Knopf staff may prepare staff reports and recommendations with regard to proposals for Zone Changes and Zoning Ordinance Amendments. The review may include a determination regarding the completeness of the application, followed by sufficient research to prepare recommendations regarding consistency with the General Plan, project changes, and approval or denial of the proposal. Quad Knopf staff may also prepare maps, staff reports, public notices, resolutions, etc. as necessary to ensure compliance with the processing requirements of the Zoning Ordinance. **This task would be billed on a time and materials basis.**

Task 1.7 Prepare Zoning Ordinance Amendments

As directed, Quad Knopf staff may prepare to address issues identified by the City Council and/or City staff. Such projects typically require “best practices” research among similar cities as well as outreach to those likely to be affected by the change. Quad Knopf staff may be called upon to prepare recommendations to City staff regarding the direction of proposed policy changes, consistency with the General Plan, and the language of proposed amendments. Such assignments may also include the preparation
of maps, staff reports, public notices, resolutions, etc. as necessary to ensure compliance with the processing requirements of the Zoning Ordinance. **This task would be billed on a time and materials basis.**

**Task 1.8 Attend Project Review Committee Meetings**

Quad Knopf staff may be assigned to attend the regular meetings of the Project Review Committee. Attendance will primarily be in support of the Tasks 1.2 through 1.7 above. Project Review Committee duties may include coordination among departments and the preparation of follow-up correspondence with applicants. **There is no charge for this task.**

**Task 1.9 Attend City Council Meetings**

Quad Knopf staff may be assigned to attend City Council meetings in support of Tasks 1.2 through 1.7 above. Duties may include the preparation and delivery of reports and presentations to City Council as appropriate. **There is no charge for this task.**

**Task 2 ADVANCE PLANNING**

**Task 2.1 Review General Plan Update**

Quad Knopf staff will become familiar with the current Porterville General Plan Update process and as directed by the City will review and provide comments and recommendations. **This task would be billed on a fixed fee basis.**

**Task 2.2 General Plan Amendments**

Quad Knopf staff may prepare staff reports and recommendations with regard to proposals for General Plan Amendments. The review may include a determination regarding the completeness of the application, followed by sufficient research to prepare recommendations regarding consistency with other elements of the General Plan, project changes, and approval or denial of the proposal. Quad Knopf staff may also prepare maps, staff reports, public notices, resolutions, etc. as necessary to ensure compliance with the processing requirements of the General Plan. **This task would be billed on a fixed fee basis.**

**Task 3 ENVIRONMENTAL PLANNING**

**Task 3.1 CEQA/NEPA Compliance**

Quad Knopf staff may prepare Categorical Exemptions, Categorical Exclusions, Initial Studies, Environmental Assessments, Negative Declarations, Mitigated Declarations, Findings of No Significant Impact (FONSI's), EIR's and EIS's as a component of the above tasks or as directed to support other municipal functions. Note that the more
complex environmental tasks may exceed the capacity of on site Quad Knopf staff and would, require the approval of separate task orders. **This task would be billed on a fixed fee basis based on approved task orders.**

**ORGANIZATION**

Quad Knopf’s adjunct planning staff (1) will be on site one to two days per week as required by the City. Ms Karen Dennis will be the primary Planner with Mr. Carl Smith serving as the supplement or back up Planner. Ms Dennis will report directly to Brad Dunlap and fulfill Current Planning duties as described in Tasks 1.1 through 1.9 on a Time and Materials basis. Depending upon specific planning questions or needs, the City may quickly draw upon Quad Knopf’s technical support in Environmental Planning and Advance Planning services as described in Tasks 2 and 3.

The following organization chart describes the relation between the City and Quad Knopf.

---

*Primary Adjunct Staff*
Karen Dennis
Associate Environmental Planner

Ms. Dennis’s experience while working as City Planner and Environmental Protection Specialist gave her the opportunity to work on a wide variety of tasks while under considerable deadline pressure. She was responsible for processing, reviewing and tracking compliance for all new planning projects of various types and scopes for both local and federal agencies. Additional areas of expertise for Ms. Dennis include site plan evaluation and review; review of building permit plans, sign permits, and subdivision maps for compliance; public presentations of projects; preparation of use permits, community plans, special studies, zoning ordinance revisions, parcel and subdivision maps, annexations, LAFCO applications and reports; CEQA initial studies, negative declarations, EIRs, and National Environmental Protection Act (NEPA) compliance documents. Ms. Dennis has been involved in the development of general management plans, general plan updates, project development oversight, FEMA and other agency projects associated with environmental reviews pursuant to CEQA and NEPA.

With Quad Knopf, Inc. her experience as an Associate Environmental Planner has given her opportunities to work on a variety of tasks, as a member of a team and also independently. She is experienced with public and private sector clients. Her work has included technical review of environmental documents, project management, general plan updates, EIR research and preparation, as well as public relations.

Education
Post Graduate study, Environmental Administration, UC Riverside
BS Conservation of Natural Resources, UC Berkeley

Areas of Expertise
Current Planning
CEQA/NEPA Compliance
Zoning Analysis
Application Processing
General Plan Updates
Specific Plans

Professional Employment
2006 – Present Associate Environmental Planner, Quad Knopf
2002 – 2006 Environmental Protection Specialist, Pinnacles National Monument
1990 – 2002 Safety Technician, Sequoia National Park
1985 – 1990 City Planner, City of Farmersville
Project Experience

City of Farmersville, CA – City Planner- As Planner for the City of Farmersville, I reviewed and updated city development regulations, such as the zoning ordinance and the architectural design standards, as well as various General Plan elements – housing, land use and circulation. I was responsible for communicating building codes and permit requirements to citizens who found English a difficult second language and to those who found regulations overwhelming. As the City Planner, I analyzed small scale and large scale site plans, site locations, and building plans for compliance with City regulations and CEQA; prepared the necessary environmental documents, and gave project presentations to the Planning Commission and City Council. I worked with developers proposing projects within the city to meet CEQA regulations, city architectural codes, community infrastructure needs and city development standards so the projects could be processed and implemented with the least amount of “bureaucracy” possible for the project. When needed, I analyzed developer provided EIR’s for compliance with CEQA and City standards. I regularly prepared environmental analyses, environmental documents and other staff reports for the City Manager and City Council. During my 5 year tenure with the City, I researched, developed and implemented the Downtown Redevelopment program; developed advanced planning land use strategies which resulted in the expansion of the City limits and the development of infrastructure and services out to Highway 198. My duties included regular attendance at meetings of the Planning Commission and City Council. I also was responsible for preparation of and managing the Planning Department budget.

Pinnacles National Monument – Paicines CA – Environmental Protection Specialist- this title is the federal equivalent to a City Planner. National Parks are like small cities in that they provide all their own infrastructure and public services to millions of visitors year round. Planning responsibilities included management of the Planning, Environment and Public Comment (PEPC) internet-based nation-wide planning database; preparation of NEPA compliance documents such as categorical exemptions, environmental assessments and Findings Of No Significant Impact (FONSI) for all park maintenance activities; new trail construction; historic building renovations; new building construction; and existing structure repairs. In addition, I was responsible for environmental analysis and document preparation for all biological and natural resource programs implemented in the park such as the monument’s fire management plan; the eradication and management plan for feral pigs within the monument; the management and protection plan for the Townsend Big-eared Bats, a Species of Special Concern, in the Bear Gulch Cave complex, a human-sensitive species located in a very popular visitor destination; and all projects of any sort within designated wilderness. I was the project coordinator for the relocation of the West Side Visitor Center, Maintenance Facilities and Staff Housing which was a significant park project that involved the development of 13,000 square feet of new facilities completely off-the-utility grid and had a Silver LEED rating. Project duties included environmental assessment preparation; plan checking for 30%, 65% and 95% construction plans; coordination of responses between park, Denver Service Center architects
and engineers, and Pacific Region staff; trail connectivity analysis; ADA compliance of facilities
and trails.

**County of Santa Barbara, CA - Environmental Specialist II** – My duties included analysis of
subdivision and commercial developments plans for environmental impact. Researched
archeology, geology, biology, zoning, traffic, air quality impacts, water quality impacts, social
and economic implications of proposed projects. Preparation of Negative Declarations (ND),
mitigated ND’s, mini-EIR’s, EIR’s and EIS’s. I was responsible for the development of the
streamlined process for environmental review to comply with CEQA timelines. I reviewed and
commented on County General Plan elements. I represented the County as the Field Office
Representative for rural branch office. I worked with developers to improve plans to meet county
and state guidelines. My duties included reviewing developer EIR’s for compliance with CEQA;
representing the department at public hearings for ND’s, EIR’s, and presentation of findings and
recommendations to Planning Commission and Board of Supervisors.

**City of Rancho Mirage, Rancho Mirage CA - Urban Planner** – I reviewed all development
plans for conformance to the City’s General Plan, building codes, and design standards. I
updated the City’s General Plan and wrote the supporting Master EIR which was the first master
EIR accepted by the State under CEQA. I developed environmental components for the City to
facilitate environmental analysis; reviewed EIR’s submitted by developers for compliance with
CEQA. I routinely prepared findings and recommendations of action for the Planning
Commission and City Council.
CARLTON SMITH
Senior Associate Planner

Mr. Smith’s experience while working as Associate Planner with Merced County and the City of Madera has given him the opportunity to work on a wide variety of tasks while under considerable deadline pressure. He was responsible for processing and reviewing all new planning applications and projects of various types and scopes. Additional areas of expertise for Mr. Smith include review of building permit plans, sign permits, and subdivision maps for compliance with any requirements that may have been included in the approval process. Mr. Smith has been involved in the development of general plan updates, housing elements, and other projects associated with environmental reviews pursuant to CEQA.

With Quad Knopf, Inc. his experience as a Senior Associate Planner has given him more opportunities to work on a variety of tasks, sometimes mostly on his own and often as a member of a team. His experience with public and private sector clients has included site plan reviews, use permits, community plans, special studies, agricultural preserve contract cancellations, zoning ordinance revisions, parcel and subdivision maps, annexations, LAFCO applications and reports, plus numerous CEQA initial studies, negative declarations, and EIRs.

Education
MA History, California State University, Fresno CA
MA Urban and Regional Planning, California State University, San Jose CA
BA Sociology, California State University, Stanislaus CA

Areas of Expertise
Current Planning
CEQA Compliance
Zoning Analysis
Application Processing
General Plan Updates
Special Study Projects
Shopping Centers
Subdivisions

Professional Employment

2005 – Present  Senior Associate Planner, Quad Knopf
1988 – 1996  Associate Planner, City of Madera
1986 – 1988  Assistant Planner, County of Merced
1983 – 1986  Planner I/Intern, City of Cupertino
Project Experience

Wal-Mart Shopping Center, West Cleveland Avenue & Highway 99, Madera, CA. Mr. Smith served as Lead Planner on this project involving the construction of a major shopping center approved with a Use Permit and a mitigated Negative Declaration. Responsibilities included: Review of submitted plans, preparation of staff report and Negative Declaration for city approval, and submission of building permits and final inspection of completed project.

Mangano Estates Subdivision, Madera, CA. Mr. Smith served as Lead Planner on this project for the construction of a major residential gated community in an airport approach zone. Tasks included the approval of a tentative subdivision map, a Specific Plan, and a mitigated Negative Declaration. Responsibilities included: Review of submitted plans, preparation and presentation of staff report and Negative Declaration for city approval, and submission building permits.

City of Fresno, Huron Plaza Site Plan Reviews. Mr. Smith served as Lead Planner on this project for the construction of numerous commercial and office buildings in an upscale development in north Fresno. Tasks included checking submitted architectural plans for compliance with city zoning codes and several overlapping specific plans, and preparing approval letters with findings and conditions of approval, plus redlining the blueprint plans.

City of Porterville Round 2 Annexations. Mr. Smith served as 2nd Planner on all aspects of this complicated project – excepting public presentations, which included the prezoning and annexation of 20 separate areas with a total of 670 parcels on 678 acres of land. His tasks included land use surveys, preparing the mitigated negative declaration, data collecting and analyzing, and preparing reports for the planning commission, city council, and LAFCO.

City of Dinuba Reclamation, Conservation and Recreation Project. Mr. Smith served as 2nd Planner on almost all aspects of this involved project, which included an EIR, general plan amendments, urban boundary and sphere of influence changes, agricultural preserve contract cancellations, prezoning and annexation. His tasks included land use surveys, data collecting and analyzing, and preparing drafts for the EIR and various reports for the planning commission, city council, and LAFCO.

Merced United School District EIR – Bellevue High School. Mr. Smith served as 2nd Planner on this project for a new high school with outdoor athletic stadium. His tasks included land use surveys, data collecting and analyzing, and preparing drafts for the EIR.
TITLE:     CONSIDERATION OF AMENDMENT TO SCOPE OF WORK OF FRANCHISE COMPLIANCE/RENEWAL CONSULTANT

SOURCE:   CITY ATTORNEY

COMMENT: As you know the City has retained Communications Support Group, Inc., a specialist in the cable franchise compliance area to engage in a cable franchise compliance audit. Our consultant has completed most of the general compliance audit and is currently engaged in the franchise fee audit for January 1 through December 31, 2005. Preliminary findings tend to show that it would be beneficial to the City to audit the prior two years as well, for the period of January 1, 2003 through December 31, 2004. As specified in the March 28, 2006 letter of retention, the additional cost for the increase in the audit period is $10,000.

Consequently, I recommend that the City Council authorize the amendment to the scope of services to allow for the expanded fee audit, at a cost to the City of $10,000. This $10,000 is budgeted in the City Council’s Professional Services Account.

RECOMMENDATION: That the City Council authorize the City to expand the fee audit by Communications Support Group, Inc., to include the period of January 1, 2003 to December 31, 2004, at an additional cost of $10,000, and authorize the execution of any and all documents necessary to effect an amendment to current scope of services, consistent with the terms of the prior agreement.
COUNCIL AGENDA: DECEMBER 19, 2006

SUBJECT: INTENT TO ABANDON A PORTION OF “C” STREET (SANSOME PACIFIC PROPERTIES, INC. – DAVID McDOWELL)

SOURCE: Public Works Department – Engineering Division

COMMENT: The City has received a request to vacate the northern portion of “C” Street between Vine Avenue and Olive Avenue. The developer, Sansome Pacific Properties, Inc. will represent the proprietary interest to all the property fronting the proposed street vacation upon favorable City Council action.

The developer/applicant has yet to provide consent from the property owners immediately affected by the proposal. However, Council can move forward with the proposal, if so desired. Upon approval of the intent, property owners within a 300’ radius will be notified and additional public notifications will be issued in accordance with the Streets and Highways Code.

Normally, staff reviews development projects and generates comments that support street or alley vacations specifically related to a project. In this case, the developer is seeking approval of the vacation prior to all departmental reviews of the plans. Therefore, the “C” Street vacation is somewhat premature. At the same time, the developer needs some resolution on the issue as he needs a defined site to work toward a lease with his proposed tenant.

A preliminary site plan is attached for Council’s reference and review. A significant staff concern is the alignment of the proposed driveway with the intersection of Olive Avenue and Second Street. The plan does not accurately represent the driveway alignment with the existing north side public improvements. Another concern is the circulation of traffic, i.e. turning movements within the parking lot and alley, along the east property line. There may be other design issues that warrant staff’s review before commencing with the proposed “C” Street vacation. These design issues may be overcome if staff is given sufficient time to review through the normal project review process.

All fees have been paid, and should Council support said vacation, the utility companies will be notified of the intent to vacate this portion of “C” Street. Easements will be reserved for existing utilities of record. The City has water facilities within this segment of “C” Street and will want to have the right to remove, replace and maintain these facilities.

Dir Appropriated/Funded F CM F Item No. 8
RECOMMENDATION: That City Council:

1. Consider the resolution of intent to vacate the northern portion of "C" Street between Vine Avenue and Olive Avenue; and

2. Set the Council meeting of January 16, 2007 as the time and place for a public hearing, if Council consents to the developer's proposal.

ATTACHMENTS: Resolution
Exhibit 'A' - Legal Description
Exhibit 'B' - Map of Right of Way Abandonment
Proposed Development Plan

F:\FWSWORK\ENGINEERING\COUNCIL ITEMS\2006-12-18 INTENT TO ABANDON A PORTION OF C STREET".DOC
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE
OF INTENTION TO VACATE AND CLOSE TO PUBLIC USE
A PORTION OF “C” STREET LOCATED BETWEEN
VINE AVENUE AND OLIVE AVENUE

SECTION 1: The Council of the City of Porterville, California, pursuant to Division 9, Part 3, Section 8320, of Streets and Highways Code of the State of California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to abandon and close to public use that certain public right of way located in the City of Porterville, County of Tulare, State of California, and known generally as “C” Street, between Vine Avenue and Olive Avenue.

SECTION 2: A map or plan of said public rights of way intended to be vacated, abandoned and closed to public use is on file in the office of the City Clerk of the City of Porterville, reference to which is hereby made.

SECTION 3: That the public convenience and necessity requires the reservation of easements and rights of way for structures enumerated in Section 8330 of the California Streets and Highways Code.

SECTION 4: The City of Porterville, in the abandonment of said public rights of way to public use, reserves and excepts from the vacation the permanent easement and right at any time, or from time to time to construct, maintain, operate, replace, remove and renew sanitary sewers, water lines, and storm drains and appurtenant structures in, upon, over, and across said street or part thereof proposed to be vacated and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipes, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipe lines, telegraph and telephone lines, railroad lines, and from the transportation or distribution of electric energy, petroleum and its products, ammonia, water and incidental purposes, including the access and the right to keep the property free from flammable materials and wood growth, and otherwise protect the same from
all hazards in, upon and over the street or part thereof herein proposed to be vacated.

SECTION 5: Notice is further given that on Tuesday, the 16th day of January, 2007, at 7:00 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers in the City Hall in the City of Porterville, at 291 North Main Street, is hereby fixed for the time and place for hearing any objections to the vacation, abandonment and closing to public use of said public rights of way.

______________________________
Cameron Hamilton, Mayor

ATTEST:
John Longley, City Clerk

______________________________
By: Georgia Hawley, Chief Deputy City Clerk
Exhibit "B"

November 15, 2006

Sansome Pacific Properties Inc
Right of Way Abandonment.
Proposed Legal Description

A portion of the Northwest Quarter of the Northwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows;

All that portion of “C” Street of “Pacific Improvement Company Subdivision,” City of Porterville, as per map recorded in Book 3 Page 18 of Maps in the County of Tulare Records, lying between the two (2) following described lines.

1. The South line of Olive Avenue.
2. The Westerly prolongation of the South line of Lot 23 of Block 44 of the aforementioned recorded map.

Said parcel contains 20125 square feet more or less.
COUNCIL AGENDA: DECEMBER 19, 2006

SUBJECT: EXTENSION OF LICENSE AGREEMENT TERM FOR SENIOR NUTRITION PROGRAM USE OF THE SANTA FE DEPOT

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The current License Agreement with the Porterville Senior Council and the Kings/Tulare Area Agency on Aging (K/T AAA) is for a one-year term, and was extended to expire on December 31, 2006. The K/T AAA has proposed an extension of the License Agreement on a month-to-month basis into the next year. The Senior Council has approved the month-to-month extension request for a period of three months. The Senior Council has expressed that they wish all parties to understand that they will request an increase in compensation be paid to them, and that if any increased compensation should be subsequently agreed upon, that they will request it be retroactive to January 1, 2007. The Senior Council codicil is a statement of their intended negotiation position as deliberations continue, and as such, is understood by City staff to be presented for disclosure, and not a prerequisite of the extension.

The current License Agreement provides for payment of $800.00 per month by the City to the Senior Council in support of facility operations cost for the senior nutrition program, conducted by K/T AAA. A budget adjustment is needed to continue the same level of financial support for the additional three-month period.

RECOMMENDATION: That the City Council:
1. Authorize and direct the Mayor to sign the Amendment to the License Agreement, and
2. Direct the preparation of a budget amendment for the $2,400 extension in financial support.

ATTACHMENT: Second Amendment to License Agreement
License Agreement
Amendment to License Agreement

ITEM NO.: 9
ADDENDUM NO. 2 TO
PROPERTY LICENSE AGREEMENT AND
AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES

1. This Addendum No. 2 to the Property License Agreement is entered into by and between the Porterville Senior Council ("Licensor"), sub-lessee of the Porterville Santa Fe Depot, and the Kings/Tulare Area Agency on Aging ("Licensee"), and with the consent of the City of Porterville ("City"), lessee/sublessor of the property.

2. The term of this License is shall be extended on a month-to-month basis, commencing on January 1, 2007, for a maximum of three months (ending on March 31, 2007). Licensor or Licensee may terminate the license with a minimum of 30 days written notice.

3. All other terms and conditions of the Property License Agreement and Agreement Concerning Rights and Obligations of the Parties, executed on September 12, 2005, not inconsistent with this Addendum, remain in full force and effect.

Executed on __________________________, 2006 at Porterville, California.

PORTERVILLE SENIOR COUNCIL, LICENSOR

____________________________________

KINGS/TULARE AREA AGENCY ON AGING, LICENSEE

____________________________________

CITY OF PORTERVILLE

\julia\mkjl\porterville\general\SantaFeAddendum2.doc
PROPERTY LICENSE AGREEMENT
AND
AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES

Parties

1. This License agreement is entered into by and between the Porterville Senior Council ("Licensor"), sub-lessee of the Porterville Santa Fe Depot, and the Kings/Tulare Area Agency on Aging ("Licensee"), and with the consent of the City of Porterville ("City"), lessee/sublessor of said property.

Description of Property

2. Licensor is rightful possessor of certain real property situated in the city of Porterville, and more particularly described as the Porterville Santa Fe Depot ("Depot").

Grant of License

3. In consideration for and in accordance with the terms and conditions of this agreement, Licensor and the City grant to Licensee a License ("the License") to perform the following acts on the Property:

a. The Licensee shall have exclusive use of the lower level of the Santa Fe Depot on the Monday, Wednesday, Thursday, and Friday of each week between the hours of 8:30 a.m. and 2:30 p.m. for senior programs.

b. The large dining room and kitchen area will be available to the Licensee for food services and programs.

c. The Licensee will be permitted to place a refrigerator in the east alcove of the large dining room.

d. The Licensee shall have exclusive use of the kitchen cupboards above and below the pass-thru counter.

e. The small room at the south end of the building will be available for Licensee activities; the Licensee may place a lockable desk and file cabinets in the southeast
corner of this room for office and counseling purposes and may install partition walls
to enclose said area. Exclusive use, by the Licensee, of this room and office space
may continue until 4:30 p.m. on the days provided for under term 3(a).

f. The east-side ticket booth will be available exclusively to the Licensee for storage;
the adjacent, east-side exterior covered storage area will also be available for shared
use between the Licensor and Licensee.

Incidental Rights and Obligations

4. The following incidental rights and obligations accompany the License and the use
of the property:

a. The Licensee shall provide regular senior citizen meal programs and services
commensurate with services provided elsewhere in the Kings/Tulare Area Agency on
Aging service area.

b. The Licensee shall have full and exclusive management authority over the program areas
during the times of program use, and shall assume full responsibility for the timely
cleaning of all areas used after all Licensee activities.

c. The Licensee shall assume full responsibility for refuse service and pest control of the
entire Santa Fe Depot.

d. The Licensee shall be permitted to install telephone services and assume all
responsibility for installation, control of use, and service cost.

e. The Licensee and the Licensor shall each provide an insurance certificate naming all
above-mentioned parties as additional insured.

f. The Licensor shall also provide facility management oversight, routine building and
grounds maintenance, utility services, and schedule use of the building.

g. The City shall provide $800 monthly to the Licensor to be used for fulfillment of its
obligations under terms 4(e) and 4(f).

h. The Licensee will be responsible for interior modifications, up to $1,500 in cost, for the
removal of partitions and installation of handicap grab bars in the lower-level restrooms,
as well as installation of lever door operating hardware for the lower restroom doors,
lower hallway door, and kitchen door.
In exercising these rights and obligations, Licensee must use reasonable care and may not unreasonably increase the burden on the Property.

License Non-assignable

5. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

Term of License

6. This License shall be for a term of one year, commencing on October 1, 2005, and terminating on October 1, 2006. The parties may agree to extend this Agreement, with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

Termination of Occupancy

7. On or before the termination date for this License specified in paragraph 6 of this agreement, Licensee shall remove all of Licensee’s personal property from the Property and shall surrender possession of the Property to the Licenser in good order and repair to the reasonable satisfaction of the Licenser, normal wear and tear excepted.

Default

8. In the event Licensee fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by Licenser or the City, upon Licensee’s receipt of written notice of the violation to the parties and its failure to cure within ten (10) days. More time may be granted for the cure of any violations if agreed to in writing by the parties.

Termination

9. The parties understand that the City and Licenser have let/sublet the premises, and said lease and sublease are not scheduled to expire during the term of this Agreement. However, in the event the property is no longer available to the City or Licenser, the License herein granted shall lease to be in effect, and the parties’ obligations to each other under this Agreement also lease.
Entire Agreement

10. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

Executed on Sept. 12, 2005 at Porterville, California.

PORTERVILLE SENIOR COUNCIL, LICENSOR

[Signature]

KINGS/TUARE AREA AGENCY ON AGING, LICENSEE

[Signature]

CITY OF PORTERVILLE

[Signature]

RICHARDS/Vulla/SantaFeAgreement.doc
ADDENDUM NO. 1 TO
PROPERTY LICENSE AGREEMENT AND
AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES

1. This Addendum No. 1 to the Property License Agreement is entered into by and between the Porterville Senior Council ("Licensor"), sub-lessee of the Porterville Santa Fe Depot, and the Kings/Tulare Area Agency on Aging ("Licensee"), and with the consent of the City of Porterville ("City"), lessee/sublessor of the property.

2. The term of this License is hereby extended and shall terminate on December 31, 2006.

3. All other terms and conditions of the Property License Agreement and Agreement Concerning Rights and Obligations of the Parties, executed on September 12, 2005, not inconsistent with this Addendum, remain in full force and effect.

Executed on September 5, 2006, 2006 at Porterville, California.

PORTERVILLE SENIOR COUNCIL, LICENSOR

[Signature]

KINGS/TULARE AREA AGENCY ON AGING, LICENSEE

[Signature]

CITY OF PORTERVILLE

[Signature]
SUBJECT: REQUEST TO APPLY FOR OFFICE OF TRAFFIC SAFETY “MINI GRANT”

SOURCE: Police Department

COMMENT: The City of Porterville has received notification that our jurisdiction is eligible to apply to the Office of Traffic Safety for a “mini-grant” award of approximately $7,600.

The purpose of the Office of Traffic Safety Grant is to provide local jurisdictions with opportunities to improve public safety through the use of the grant funds for seat belt enforcement. The grant funds will be used to help fund 168 overtime hours expended by officers and 10 overtime hours expended by supervisors. The primary goals and objectives developed by the Porterville Police Department for this grant is to increase compliance in the area of use of seatbelts through a 21-day overtime enforcement operation specifically targeting seatbelt violations.

This grant will span a period of 21 days, from May 14 through June 3, 2007.

This grant does not require any matching funds from the City.

RECOMMENDATION: That City Council:

1) Authorize the filing of the grant application;
2) Authorize the Mayor to sign all necessary documents as pertains to the grant.

D.D. [ ] Appropriated/Funded [ ] C.M. [ ] Item No. 10
SUBJECT: AMENDMENT TO THE SEASONAL AND PART-TIME PAY RATES

SOURCE: Administrative Services/Human Resources

COMMENT: Effective January 1, 2007, California’s minimum wage will increase from the current rate of $6.75 per hour to $7.50 per hour. To comply with the State’s new minimum wage law, it will be necessary to increase the City’s Seasonal and Part-Time Pay Rates. In order to maintain consistency within the salary ranges and to avoid compaction between classifications, staff is recommending an increase to both the minimum and maximum salary rates by $0.75 for all seasonal and part-time positions.

The preponderance of seasonal and part-time positions are housed within the Parks & Leisure Services Department, and the department has evaluated the impact of the proposed wage increase to its budgets. The YES Program, the after-school program in partnership with the Porterville Unified School District, will have a projected impact of approximately $30,000 for the remainder of the fiscal year, the entire amount of which would be recovered through the contract reimbursement agreement with the school district. The projected impact to the RAP Program, the City’s after-school recreation program in the Burton Elementary School District, is approximately $7,500, with a remaining approximate amount of $7,000 in other part-time Parks & Leisure Services Programs. The Department is currently evaluating each program’s effectiveness and potential for cost recovery.

To effect these changes, it is proposed that the City’s Employee Pay and Benefit Plan, Seasonal and Part-time Pay Rates for FY 2006-07, be amended by Resolution of the City Council.

RECOMMENDATION: That the City Council adopt the attached Draft Resolution amending the City’s Employee Pay and Benefit Plan, Seasonal and Part-time Pay Rates for FY 2006-07.

ATTACHMENT: 1) Draft Resolution
2) Draft Schedule of Seasonal and Part-time Pay Rates (Exhibit “A”)
3) Existing Schedule of Seasonal and Part-time Pay Rates (Exhibit “B”)

Dir. Appropriated/Funded C/M Item No. 11
RESOLUTION NO. ____-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING AN AMENDMENT TO THE SEASONAL AND PART-TIME PAY RATES

WHEREAS, the City Council of the City of Porterville has established a Schedule of Wages for Seasonal and Part-time Employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2006-07 Schedule for all Seasonal and Part-time positions in compliance with California’s minimum wage, and to maintain consistency within the salary ranges and avoid compaction between classifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby approve the revised Schedule of Wages for Seasonal and Part-time Employees, attached hereto and incorporated herein by this reference as Exhibit “A”, effective January 1, 2007.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

__________________________________
Cameron Hamilton, Mayor

Attest:

__________________________________
Georgia Hawley, Chief Deputy City Clerk
CITY OF PORTERVILLE
SEASONAL AND PART-TIME PAY RATES
2006-2007 FISCAL YEAR

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Zalud House Curator</td>
<td>$7.50 - $9.75/hr.</td>
</tr>
<tr>
<td>Clerical (Part-Time)</td>
<td>$7.50 - $9.75/hr.</td>
</tr>
<tr>
<td>Library Aide</td>
<td>$7.50 - $8.75/hr.</td>
</tr>
<tr>
<td>Lifeguard (Senior Lifesaving)</td>
<td>$7.50 - $9.25/hr.</td>
</tr>
<tr>
<td>Lifeguard (WSI)</td>
<td>$7.75 - $10.25/hr.</td>
</tr>
<tr>
<td>Maintenance Aide (Seasonal)</td>
<td>$7.50 - $10.25/hr.</td>
</tr>
<tr>
<td>Pool Cashier</td>
<td>$7.50 - $9.25/hr.</td>
</tr>
<tr>
<td>Pool Manager</td>
<td>$8.25 - $12.75/hr.</td>
</tr>
<tr>
<td>Pool Manager Assistant</td>
<td>$7.75 - $11.75/hr.</td>
</tr>
<tr>
<td>Recreation Leader I</td>
<td>$7.50 - $8.25/hr.</td>
</tr>
<tr>
<td>Recreation Leader II</td>
<td>$7.75 - $9.75/hr.</td>
</tr>
<tr>
<td>Recreation Leader III</td>
<td>$9.75 - $14.75/hr.</td>
</tr>
<tr>
<td><strong>Recreation Specialist</strong></td>
<td>Percentage or Flat Rate</td>
</tr>
<tr>
<td>Reserve Firefighter</td>
<td>$7.50 - $8.75/hr.</td>
</tr>
<tr>
<td>Sports Official/Umpire or Referee (Youth)</td>
<td>$7.50 - $20.75/game</td>
</tr>
<tr>
<td>Sports Official/Umpire or Referee (Adult)</td>
<td>$7.50 - $35.75/game</td>
</tr>
<tr>
<td>Student Intern</td>
<td>$7.50 - $10.75/hr.</td>
</tr>
<tr>
<td><strong>Off-Highway Vehicle Coordinator</strong></td>
<td>$10.75 - $14.75/hr.</td>
</tr>
<tr>
<td><strong>Off-Highway Vehicle Assistant Coordinator</strong></td>
<td>$8.75 - $11.75/hr.</td>
</tr>
<tr>
<td><strong>Off-Highway Vehicle Emergency Medical Technician</strong></td>
<td>$7.75 - $11.25/hr.</td>
</tr>
</tbody>
</table>

**Pay to be determined by number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by the State of California Off-Highway Vehicle Division Grant.
CITY OF PORTERVILLE

SEASONAL AND PART-TIME PAY RATES

2006-2007 FISCAL YEAR

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Zalud House Curator</td>
<td>$ 6.75 - $ 9.00/hr.</td>
</tr>
<tr>
<td>Clerical (Part-Time)</td>
<td>$ 6.75 - $ 9.00/hr.</td>
</tr>
<tr>
<td>Library Aide</td>
<td>$ 6.75 - $ 8.00/hr.</td>
</tr>
<tr>
<td>Lifeguard (Senior Lifesaving)</td>
<td>$ 6.75 - $ 8.50/hr.</td>
</tr>
<tr>
<td>Lifeguard (WSI)</td>
<td>$ 7.00 - $ 9.50/hr.</td>
</tr>
<tr>
<td>Maintenance Aide (Seasonal)</td>
<td>$ 6.75 - $ 9.50/hr.</td>
</tr>
<tr>
<td>Pool Cashier</td>
<td>$ 6.75 - $ 8.50/hr.</td>
</tr>
<tr>
<td>Pool Manager</td>
<td>$ 7.50 - $12.00/hr.</td>
</tr>
<tr>
<td>Pool Manager Assistant</td>
<td>$ 7.00 - $11.00/hr.</td>
</tr>
<tr>
<td>Recreation Leader I</td>
<td>$ 6.75 - $ 7.50/hr.</td>
</tr>
<tr>
<td>Recreation Leader II</td>
<td>$ 7.00 - $ 9.00/hr.</td>
</tr>
<tr>
<td>Recreation Leader III</td>
<td>$ 9.00 - $14.00/hr.</td>
</tr>
<tr>
<td><strong>Recreation Specialist</strong></td>
<td>Percentage or Flat Rate</td>
</tr>
<tr>
<td>Reserve Firefighter</td>
<td>$ 6.75 - $ 8.00/hr.</td>
</tr>
<tr>
<td>Sports Official/Umpire or Referee (Youth)</td>
<td>$ 6.75 - $20.00/game</td>
</tr>
<tr>
<td>Sports Official/Umpire or Referee (Adult)</td>
<td>$ 6.75 - $35.00/game</td>
</tr>
<tr>
<td>Student Intern</td>
<td>$ 6.75 - $10.00/hr.</td>
</tr>
<tr>
<td>***Off-Highway Vehicle Coordinator</td>
<td>$10.00 - $14.00/hr.</td>
</tr>
<tr>
<td>***Off-Highway Vehicle Assistant Coordinator</td>
<td>$ 8.00 - $11.00/hr.</td>
</tr>
<tr>
<td>***Off-Highway Vehicle Emergency Medical Technician</td>
<td>$ 7.00 - $10.50/hr.</td>
</tr>
</tbody>
</table>

**Pay to be determined by number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by the State of California Off-Highway Vehicle Division Grant.

City Council Resolution No. 87-2000.

Effective January 1, 2002 minimum wage increases to $6.75/hour.
COUNCIL AGENDA: December 19, 2006

SUBJECT: AMENDMENT TO THE EMPLOYEE PAY AND BENEFIT PLAN - FIRE CHIEF POSITION

SOURCE: Administration

COMMENT: At the December 5, 2006, City Council Meeting, Council authorized creating a full-time Deputy City Manager position. With the retirement of the Fire Chief/Deputy City Manager at the end of December, the City’s Employee Pay and Benefit Plan needs to be updated to re-establish the single classification of Fire Chief within the Fire Department, and the elimination of the Fire Chief/Deputy City Manager classification.

To effect this change, staff is proposing that City’s Employee Pay and Benefit Plan be amended by Resolution of the City Council.

RECOMMENDATION: That the City Council adopt the attached Draft Resolution amending the Position Allocation Schedule and Position Pay Plan of the City’s Employee Pay and Benefit Plan.

ATTACHMENTS: Draft Resolution
RESOLUTION NO. ____-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN

Whereas, on November 15, 2005, the City Council acted to consolidate the positions of Fire Chief and Deputy City Manager, effective December 1, 2005; and

Whereas, the Fire Chief/Deputy City Manager is retiring and the position is being eliminated on December 31, 2006; and

Whereas, the City Council acted to create a new full-time single classification of Deputy City Manager on December 5, 2006; and

Whereas, the re-establishment of the Fire Chief classification within the Fire Department has been recommended to the City Council for consideration, adoption and implementation.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Porterville that the Employee Pay and Benefit Plan and the Classification Plan of the City is hereby amended as follows:

1. Eliminate the classification of Fire Chief/Deputy City Manager, effective December 31, 2006.

2. Re-establish the classification of Fire Chief at salary range 243 ($7395-$9023), effective January 1, 2007. This position shall be designated as exempt from the Competitive Service.

3. Amend Section II, Position Allocation Schedule and Position Pay Plan of the Employee Pay and Benefit Plan to reflect these changes.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

________________________________________
Cameron Hamilton, Mayor

Attest:

________________________________________
Georgia Hawley, Chief Deputy City Clerk
SUBJECT:       DEPUTY CITY MANAGER RECRUITMENT

SOURCE:       Administrative Services

COMMENTS:     At the City Council Meeting of December 5, 2006, Council approved the hiring of an Executive Search Firm for the Recruitment of a Deputy City Manager.

Staff has worked with various executive search firms in the past, such as Peckham and McKenney, Bob Murray and Associates, and Avery and Associates. Staff is recommending the use of Peckham and McKenney for the recruitment for a new Deputy City Manager. This firm has the capacity to meet the City’s anticipated recruitment schedule and has vast experience in City Manager and executive recruitments.

RECOMMENDATION:

1) Authorize the City Manager to retain Peckham and McKenney for a fee of $16,000, plus expenses, to recruit a Deputy City Manager.

2) Authorize the City Manager to execute any and all necessary documents related to the recruitment process.

ATTACHMENTS: Proposed contract with Peckham and McKenney.
EXECUTIVE SEARCH SERVICES AGREEMENT

City of Porterville
Deputy City Manager

A complete description of the services to be provided is contained in a proposal from Peckham & McKenney to the City of Porterville dated November 7, 2006, which is incorporated herein by reference.

The professional fee for the recruitment of the Deputy City Manager is $16,000. One-third of this fee is due as a retainer upon execution of this agreement. The remainder of the fee will be divided and billed in two separate, monthly invoices. Full payment of the professional fee is due three months from execution of the agreement or when a candidate has accepted an offer of employment, whichever comes first. The professional fee includes three meetings with the client; the first to develop the Candidate Profile, the second to recommend finalists, and the third to facilitate finalist interviews. Requested additional meetings will be negotiated and billed accordingly.

In addition, the City is responsible for reimbursement of expenses not to exceed $6,000. Expenses include out-of-pocket costs associated with advertising, printing, consultant travel, clerical, background checks, telephone, supplies and postage. The Consultant shall provide the City with a listing of expenses by category of expense as a part of monthly billings. If offered candidate expenses to attend finalist interviews with the City are not included in this not-to-exceed figure and are to be reimbursed by the City directly to the candidate. Peckham & Mckenney agrees that all direct costs incurred during the course of this assignment and any consultant travel expense necessary to pre-qualify prospective candidates for employment will not exceed the expense limits established in this agreement, unless pre-approved and documented by the City.

Peckham & McKenney will work closely and communicate regularly with the City. Both parties will exhibit a full faith effort to ensure a timely and successful search. Should the City choose to cancel or postpone the search at any time after execution of this agreement, the City will be responsible for payment in the amount of the percentage of the work complete as it applies to the three-month period.

In the event that the City employs any additionally referred candidate in any capacity within 365 days of our referral, the City will be obligated for an additional placement fee as negotiated.
This placement is guaranteed for a period of one year from the first day of employment. Should the employee recommended and placed by our firm leave for any reason during the guarantee period, we will replace that employee on a one-time basis at no additional cost, except expenses incurred.

All information regarding candidates is provided in strict confidence and should be used solely for the purpose of selecting qualified applicants. Candidate information must not be divulged to persons who do not have a direct need to know except for reference and background investigations and with the candidate's consent.

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit) and Commercial General Liability Insurance ($1,000,000 General Liability, $2,000,000 General Aggregate, $1,000,000 Personal Injury and $2,000,000 Products).

In the event of any action or proceeding brought by either party to this agreement, the prevailing party shall be entitled to recover all costs and fees of its attorney in such action or proceeding, including cost of appeal, if any, in such amounts as are reasonable.

Thank you for the opportunity to be of service. We look forward to a successful relationship.

Peckham & McKenney

________________________________________  __________________________
Phil McKenney  Date

City of Porterville

________________________________________  __________________________
(_______)  Date

** PLEASE RETAIN ONE COPY FOR YOUR RECORDS **
CITY COUNCIL AGENDA: DECEMBER 19, 2006

PUBLIC HEARING- CONTINUED

SUBJECT: ENNIS ESTATES TENTATIVE SUBDIVISION MAP (ENNIS HOMES)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: On October 3, 2006, the City Council continued the public hearing for the proposed Ennis Estates project. That evening, representatives of Ennis Homes presented information to the City Council regarding the compatibility of the project and adjacent projects. The applicant requested that the matter be continued to a later date to allow time for further discussion between the interested parties. The applicant has requested a number of continuances in an effort to work out design issues with adjacent property owners. While progress has been made, the applicant is requesting that the item be continued until January 16, 2007.

The applicants are requesting approval of the Ennis Estates Tentative Subdivision Map to divide a 34.1± acre parcel east of Lombardi Street and south of the prolongation of Castle Avenue in northwest Porterville. The City's General Plan Land Use Map shows that the project area is designated Low Density Residential and is in the R-1 (Single-family Residential) Zone. The property will be divided into approximately 70 estate size (17,000 square foot average) single-family residential lots. Two lots, one approximately 6,400± square feet and the other 9,580± square feet, will be pocket parks maintained by a Homeowners Association. The project will be constructed in one phase.

ENVIRONMENTAL: On August 4, 2006, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project. The Initial Study and proposed Mitigation Measures have been transmitted to interested agencies, groups, and individuals for a twenty (20) day review period from August 4, 2006 to August 25, 2006. Comments were received from representatives of Burton School District and Mr. Lombardi, a neighboring property owner. Comments have been addressed where appropriate; the comment letters and Staff responses are attached to the staff report.

RECOMMENDATION: That the City Council continue the item to the January 16, 2007 meeting.

Item No. 14
RESOLUTION OF AMBIGUITY - DEVELOPER'S REQUEST FOR COUNCIL TO CLARIFY AND RECONSIDER STAFF'S INTERPRETATION OF OPEN SPACE REQUIREMENTS FOR PROPOSED APARTMENT COMPLEX CONSISTING OF 30 UNITS AT THE SOUTHWEST CORNER OF WILLOW AVE AND E STREET.

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

On October 4, 2006, the Project Review Committee (PRC) convened to review a proposed apartment complex consisting of 30 dwelling units on .7± acres at the southwest corner of Willow Ave and E Street (north of Olive Ave). The Project Proponents received comments and conditions for discretionary approval of the project. Since then, the Project Proponent has elected to challenge Staff's condition and interpretation of City Ordinance Section 405 Rear Yard requirements as it pertains to open space.

"Rear Yard" requirements in City Ordinance Section 305A 1-3 (are the same in Sections 405 and 505), as it pertains to the Open Space:

A. There shall be a rear yard of no less than five (5) feet for any portion of a dwelling exceeding one (1) story in height and a minimum area of seven hundred fifty (750) square feet, uncovered, on the rear one-third of the lot.

(1) For multiple-family residential projects, no vehicle parking facilities or driveways required by article twenty-two shall be permitted to occur in the required seven hundred fifty (750) square foot open space area on the rear one-third of the lot.
(2) The required side yards occurring upon the rear one-third of the lot shall not be calculated to satisfy all or any part of the stipulation to provide seven hundred fifty (750) square foot open space area on the rear one-third of the lot.
(3) Open space which provides a minimum dimension of ten (10) feet, exclusive of setbacks, all parking, driveways or other designated use and is provided other than on the rear one-third of the lot, should be considered as a credit against the required minimum seven hundred fifty (750) square foot open space set aside on the rear one-third of the lot.

The Project Proponent feels that based on their interpretation of the code and previous projects submitted to PRC, the proposed project is in compliance and consistent with the City Ordinance as it pertains to Open
Space. The Project Proponent requests that the City Council review the Ordinance and clarify the condition as per their attached letter of request (Attachment 2). The letter identifies the Proponent’s concern in regards to Staff’s interpretation of City Code.

Staff acknowledges that this interpretation of the code is more conservative than it has been in the past, but it is appropriate and necessary for a decent living environment for residents of these developments. Staff is not suggesting that this be an isolated interpretation of the code, but be applied consistently. Staff believes this interpretation meets the spirit and intent of the code. As an example, Staff has provided a table to demonstrate the need for such open space. In fact, this requirement is sorely lacking in many instances.

<table>
<thead>
<tr>
<th>Dwelling Units</th>
<th>Ave. Persons Compared at 3.2 per Dwelling</th>
<th>Children per Dwelling Unit</th>
<th>Open Space Requirement</th>
<th>Open Space square footage per Child</th>
<th>Open Space square footage per person (total Pop.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>32</td>
<td>75x10 = 7.5</td>
<td>750 Sq. Ft.</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>20</td>
<td>64</td>
<td>75x20 = 15</td>
<td>750 Sq. Ft.</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>30</td>
<td>96</td>
<td>75x30 = 22.5</td>
<td>750 Sq. Ft.</td>
<td>33.3</td>
<td>33.3</td>
</tr>
<tr>
<td>60</td>
<td>192</td>
<td>75x45 = 45</td>
<td>750 Sq. Ft.</td>
<td>16.7</td>
<td>16.7</td>
</tr>
</tbody>
</table>

City Ordinance requires minimum standards for development that may have previously been interpreted more liberally. Staff believes that previous interpretation does not provide for adequate “functional” open space for residents. Recent projects that have required Council approval due to Conditional Use Permit and/or “D” Overlay have consistently been required to provide open space areas in excess of 750 square feet to serve as usable open space for residents within the development.

The applicant in this situation is proposing to meet the 750 square foot requirement by combining the square footage of three discontiguous areas. The areas are 8ft-4 inches x 16ft-4 inches, 8ft-4 inches x 9ft-6 inches and 7ft x 56ft-4 inches. It is Staff’s opinion that these areas do not meet code nor do they meet the spirit and intent of the code. The code requires a minimum dimension of ten (10) feet, which is not being met. Just as an example, the Council Chambers podium area used for public comment and oral communications is 9ft-2 inches x 13 feet. It is Staff’s opinion that two, or even three separated areas such as these would not be an adequate open space or area to play catch, run, or pic-nic in for a multi-family residential project of 30 units. Current and previous Council members have expressed an interest in a more health conscious outdoor environment for all residents of our community to walk, play in and enjoy. Open Space, Pocket Parks and landscaping have become a standard in new development throughout the City and Staff feels that their interpretation and Council’s direction supports that objective.
HISTORY:

A recent influx of multi-family residential development (25 proposed projects since 2002) has intensified Staff’s concern about looking more closely at the current Zoning Ordinance Standards as they pertain to Open Space in R-2 (three-family), R-3 (multifamily), and R-4 (multifamily) and Professional Office Zones. Recent projects, including the 164 unit Mission Trails Apartments at Mathew Street and Olive Ave includes an estimated 10,625 sq. ft. open space and the 64 unit Sequoia Village at Rivers Edge Apartments located at River Ave and E Street with an estimated open space total of 17,550 sq. ft. (of which 6,525 sq. ft. is in the rear 1/3 of the property). These projects have required City Council approval. City Council has consistently asked for more play areas, open space, and even barbeque and picnic table areas and bike racks for residents to enjoy the outdoors. With a growing trend in multi-family residential projects, Staff has determined a need for closer review in regards to the open space requirements and a need for more open space as City Council has consistently required on discretionary projects. A conservative interpretation of the code is a small step. This issue should be evaluated more closely to determine whether new standards should be developed.

Note- Staff has been working on a Subdivision Ordinance update. As per City Council’s direction and repeated requests, open space, pocket parks and landscaping components (among other sections) are being incorporated to be proposed for Council’s approval.

RECOMMENDATION: That the City Council,

1. Review the Project Proponent’s challenge and interpret the current City Code as Council believes it should be interpreted; and
2. Direct Staff to revise and recommend amendment to the current City Ordinance if necessary as it pertains to Open Space in R-2 (three-family), R-3 (multifamily), and R-4 (multifamily) and Professional Office Zones to clarify any ambiguity.
3. Approve Draft Resolution

ATTACHMENT:

1. SECTION 305, 405 AND 505 REAR YARD STANDARDS
2. LETTER- PROJECT PROPKENTS REQUEST TO CHALLENGE STAFFS PRC CONDITION AND CLARIFY CITY ORDINANCE IN REGARDS TO OPEN SPACE
3. SITE PLAN OF THE SUBJECT PROJECT REVIEW SUBMITTAL
4. DRAFT RESOLUTION CLARIFYING AMBIGUITY
D. See Section 2605 for additional provisions.

SECTION 305: Rear Yard

A. There shall be a rear yard of no less than five (5) feet for any portion of a dwelling exceeding one (1) story in height and a minimum area of seven hundred fifty (750) square feet, uncovered, on the rear one-third of the lot.

1. For multiple-family residential projects, no vehicle parking facilities or driveways required by Article 22 shall be permitted to occur in the required 750 square foot open space area on the rear one-third of the lot.

2. The required side yards occurring upon the rear one-third of the lot shall not be calculated to satisfy all or any part of the stipulation to provide 750 square foot open space area on the rear one-third of the lot.

3. Open space which provides a minimum dimension of ten feet, exclusive of setbacks, all parking, driveways or other designated use and is provided other than on the rear one-third of the lot, should be considered as a credit against the required minimum 750 square foot open space set aside on the rear one-third of the lot.

B. For General Provision and Exceptions, see Article 26.

SECTION 306: Buildable Area

A. The buildable area, or percentage of a lot which may be occupied by any and all buildings, shall not exceed forty percent (40%) including garage and/or carports.

B. See Article 26 - Area

SECTION 307: Space Between Buildings

A. The space between separate dwellings on the same lot shall not be less than fifteen (15) feet.

B. See Section 2606 - Accessory Buildings

SECTION 308: Lot Area and Width

A. The minimum lot area per family shall be three thousand (3,000) square feet.
3. No accessory building on a reversed corner lot shall project beyond the extension of the required front yard line of the lot in the rear (key lot).

4. The regulations of this paragraph shall not be construed to reduce the buildable width to less than twenty-eight (28) feet, in cases of reversed corner lots created on or before June 7, 1949, after providing the minimum side yards required of interior lots.

E. See Section 2605 for additional provisions.

SECTION 405: Rear Yard

A. There shall be a rear yard of no less than five (5) feet for any portion of a dwelling one (1) story in height and no less than ten (10) feet for any portion of a dwelling exceeding one (1) story in height and a minimum area of seven hundred fifty (750) square feet, uncovered, on the rear one-third of the lot.

1. For multiple-family residential projects, no vehicle parking facilities or driveways required by Article 22 shall be permitted to occur in the required 750 square foot open space.

2. The required side yards occurring upon the rear one-third of the lot shall not be calculated to satisfy all or any part of the stipulation to provide 750 square foot open space area on the rear one-third of the lot.

3. Open space which provides a minimum dimension of 10 feet, exclusive of setbacks, all parking, driveways or other designated use and is provided other than on the rear one-third of the lot, should be considered as a credit against the required minimum 750 square foot open space set aside on the rear one-third of the lot.

B. Where the building on the lot is in excess of thirty-five (35) feet in height, the rear yard shall be increased one (1) foot in depth for each additional ten (10) feet, or fraction thereof, above thirty-five (35) feet.

C. For General Provisions and Exceptions, see Article 26.
4. The regulations of this paragraph shall not be construed to reduce the buildable width to less than twenty-eight (28) feet in cases of reversed corner lots created on or before June 7, 1949, after providing the minimum side interior yard required of interior lots.

E. See Section 2605.

SECTION 505: Rear Yard

A. There shall be a rear yard of no less than five (5) feet for any portion of a dwelling one (1) story in height and no less than ten (10) feet for any portion of a dwelling exceeding one (1) story in height and a minimum area of seven hundred fifty (750) square feet, uncovered, on the rear one-third of the lot.

1. For multiple-family residential projects, no vehicle parking facilities or driveways required by Article 22 shall be permitted to occur in the required 750 square foot open space.

2. The required side yards occurring upon the rear one-third of the lot shall not be calculated to satisfy all or any part of the stipulation to provide 750 square foot open space area on the rear one-third of the lot.

3. Open space which provides a minimum dimension of 10 feet, exclusive of setbacks, all parking, driveways or other designated use and is provided other than on the rear one-third of the lot, should be considered as a credit against the required minimum 750 square foot open space set aside on the rear one-third of the lot.

B. Where the building on the lot is in excess of thirty-five (35) feet in height, the rear yard shall be increased one (1) foot in depth for each additional ten (10) feet, or fraction thereof, above thirty-five (35) feet.

C. For General Provision and Exceptions, see Article 26.
To: Porterville City Council

Re: City of Porterville Zoning Ordinance sections 305, 405, & 505

The current planning staff has interpreted these sections differently than they have been in the past. We need to review the interpretation as it is written and has been used.

Over the past 37 years our company has designed several projects in the city of Porterville, all of which have gone through the site plan review process addressing the above sections. In every case the required open space for multi family lots has been achieved as the ordinance is written.

The section says there shall be 750 square feet of uncovered area on the rear one third of the lot. In order to calculate uncovered area, we cannot use any of the areas required for parking or driveways. The required side yard setback on the rear one third of the lot cannot be used to calculate the uncovered area. All other areas on the rear one third of the lot can be used to calculate the required 750 square feet of uncovered area. If the required 750 square feet is unable to be achieved on the rear one third of the lot then the following should be considered to satisfy the uncovered area: any space not used for set backs, parking, driveways or other designated uses not in the rear one third of the lot and has a minimum dimension of ten feet should be used to satisfy the required 750 square feet open space.

Currently the planning staff is interpreting the ordinance to say that all areas considered for the 750 square feet open space shall have a minimum dimension of ten feet. They are not allowing anything other than that to be considered.

Your review of this ordinance is greatly appreciated.

Thank You,

Mark Hillman
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING AN INTERPRETATION OF AMBIGUITY WITH REGARD TO
OPEN SPACE

WHEREAS: On December 19, 2006, the City Council considered the
interpretation of Open Space requirements for Sections 305, 405, 505 (Rear Yard) of the
Porterville Zoning Ordinance; and

WHEREAS: The ambiguity in this case results from a developer’s request for
clarification and concern to Staff’s interpretation that under current City Code the
meaning and intent of this ordinance differs from previous practice and

WHEREAS: A recent influx of multi-family residential development has
intensified Staff’s concern about looking more closely at the current Zoning Ordinance
Standards as they pertain to Open Space in R-2 (three-family), R-3 (multifamily), and R-
4 (multifamily) and Professional Office Zones.

WHEREAS: Current and previous Council members have expressed an interest in
a more health conscious outdoor environment for all residents of our community to walk, play in and enjoy.

WHEREAS: City Council has consistently asked for more play areas, open space,
and even barbeque and picnic table areas and bike racks for residents to enjoy the
outdoors.

WHEREAS: City Council intends to provide guidance to City Staff and the
community with regard to the approved resolution of ambiguity in the City’s Zoning
Ordinance.

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of
Porterville does hereby adopt this resolution of ambiguity indicating that open space
requirements as in “Rear Yard” Sections 305, 405, and 505 of the City of Porterville
Zoning Ordinance will be subject to the following intent as follows:

1. That the open space requirement be a minimum area of 750 square foot, and

2. That the open space be uncovered and open to the sky (unobstructed by
building overhang), and

3. That the open space area has a minimum dimension of ten (10) feet (as in
length and width dimensions), and

4. The location of open space be in the rear 1/3 of the lot (front of lot being the
most narrow if there is frontage on two sides); and
5. That Staff’s interpretation of Open Space Sections 305, 405, and 505 is consistent with the spirit and intent of the City of Porterville Zoning Ordinance as it pertains to Open Space.

______________________________
Cameron Hamilton, Mayor

ATTEST:
John Longley, City Clerk

By __________________________
Georgia Hawley, Chief Deputy City Clerk
TITLE: ORDINANCE EXTENDING NON-EXCLUSIVE CABLE TELEVISION FRANCHISE

SOURCE: CITY ATTORNEY

COMMENT: The City’s current cable television franchise is set to expire at the end of the year. Given the passage of AB 2987, and the Public Utilities Commission orders that are expected within the next few days, both the City and the franchise holder (Charter Communications) believe it would be prudent to extend the current franchise, on the same terms and conditions until January 2, 2008. This would help the City preserve its existing rights under the current franchise ordinance. The City is also currently in the process of performing a franchise fee audit, and maintaining the existing terms and conditions will help the audit to continue to proceed smoothly. It is likely that Charter Communications will apply under the new State system after the termination of this extension.

RECOMMENDATION: That the City Council consider the proposed ordinance and give first reading to the Ordinance of the City Council of the City of Porterville Extending Ordinance No. 1544, as Transferred by Ordinance No. 1582, Being a Non-Exclusive Franchise to Construct, Operate, and Maintain a Cable Television System within the City of Porterville.

ATTACHMENTS:
1. Ordinance No. 1710, An Ordinance of the City Council of the City of Porterville Extending Ordinance No. 1544, as Transferred by Ordinance No. 1582, Being a Non-Exclusive Franchise to Construct, Operate, and Maintain a Cable Television System within the City of Porterville.

2. Letter from Charter Communications Approving Extension

Item No. 16
ORDINANCE NO. 1710

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE EXTENDING ORDINANCE NO. 1544, AS TRANSFERRED BY ORDINANCE NO. 1582, BEING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM WITHIN THE CITY OF PORTERVILLE

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DO ORDAIN AS FOLLOWS:

SECTION 1. Charter Communications Holding Company, LLC, and its successors and assigns, shall hereby have the terms of its cable television franchise, as set forth in Ordinance No. 1544, extended on the same terms and conditions until January 2, 2008. The extension of a cable television franchise does not preclude the City from further modifications, renewals, extensions or termination of that City cable television franchise.

SECTION 2. This ordinance shall be in full force and effect thirty (30) days after its passage, adoption and approval.

ADOPTED, SIGNED AND APPROVED this ______ day of ____________, 2006.

______________________________
President of the Council and Ex-Officio
Mayor of the City of Porterville

ATTEST:

______________________________
Chief Deputy City Clerk and Clerk
of the Council of the City of Porterville
December 14, 2006

Julie M. Lew
Porterville City Attorney
McCormick Kabot Jenner & Lew
1220 West Main Street
Visalia, CA 93291

Dear Ms. Lew:

As you are aware, Charter Communications and the City have been in the informal renewal process and have not as yet had a chance to commence negotiations. In addition, we have been working with the consultant to complete the franchise compliance audit being conducted by the City.

Aside for waiting for the franchise compliance audit to be completed, there is the issue of the new and possible franchising legislation to keep in mind. There are several unknown factors which could impact the cable video franchising process in both California and at the federal level. We should have a clearer understanding regarding the State Issued Franchise legislation in California within the next six months. The California State Public Utilities Commission is the agency charged with developing rules and regulating video providers. The CPUC has begun drafting the rules and through that procedure we should all have a better understanding of the State Issued Franchise process. We therefore believe it is in the best interest of both the City and Charter to extend the current franchise agreement until January 2, 2008.

If this suggestion is a satisfactory solution to the City, please sign the letter below and forward a copy to me. Charter enjoys its relationship with the City and we look forward to working with you.

Sincerely,

Susie Evans
Director of Government Relations
Charter Communications

City of Porterville

Signed: ___________________________ Date: ______________

Title: ___________________________
COUNCIL AGENDA: DECEMBER 19, 2006

SUBJECT: PUBLIC IMPROVEMENTS AGREEMENT – RIVERWALK DEVELOPMENT

SOURCE: Public Works Department - Engineering Division

COMMENT: On November 16, 2006, the City of Porterville and Ennis Commercial Development, LLC, entered into a “Design Service Agreement” to address on-site and off-site improvements identified in the traffic study prepared by Omni-Means & Associates. The traffic study included a table identifying the various street improvements or new construction needed to mitigate the increase in traffic due to the proposed commercial development. The table also assigned a “financial responsibility percentage” to the City and to Ennis Commercial Development, LLC, for each design and construction element of work.

Ennis Commercial Development’s civil engineering firm, CEI, is in the process of completing the construction plans. Ben Ennis, President of Ennis Commercial Development, has expressed an interest in constructing the off-site, public improvements in conjunction with the on-site, private improvements. Staff believes there is merit to Mr. Ennis’ proposal and that Mr. Ennis’ proposal will result in a more timely delivery on each of the street improvement elements.

If Council wishes to move forward and have Ennis Commercial Development, LLC, assume the lead role in constructing the Jaye Street Corridor improvements, the City Council must authorize the Mayor to execute the attached “Public Improvements Agreement”. The “agreement” provides a legal description of the Riverwalk Market Place (Exhibit ‘A’), identifies each element of work via plans and specifications (Exhibit ‘B’) and assigns a construction cost to each of the parties involved (Exhibit ‘C’).

RECOMMENDATION: That the City Council:

1. Review and approve the “Agreement” and authorize the Mayor to execute the “Agreement”;

2. Recognize that the construction costs identified in Exhibit ‘C’ are “Estimates of Probable Cost” and that the City’s share and the Developer’s share of cost shall be determined by the actual construction costs; and

Dir Appropriated/Funded ___ CM ___

Item No. 17
3. Direct the Public Works Director to bring this matter back before Council with actual construction costs for Council review and consideration.

ATTACHMENTS:

- Public Improvement Agreement
- Engineer’s Opinion of Probable Cost
- Jaye Street Corridor Improvements

P:\pubworks\Engineering\Council Items2006-12-19 Public improvement Agreement-Riverwalk Commercial Center.doc
PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT ("Agreement") is made and entered into this \_
\_\_\_\_ day of \_
\_\_\_\_, 2006, by and between the CITY OF PORTERVILLE, a municipal corporation ("City"), and Ennis Commercial Properties, LLC (herein "Developer"), with reference to the following facts:

RECITALS

A. This Agreement relates to the commercial development project in the City of Porterville known as the Riverwalk Marketplace (the "Project"). A legal description of the Project land (the "Property") is attached hereto as Exhibit A. The plans and specifications for the Public Improvements are attached as Exhibit B.

B. City and Developer have, in good faith, negotiated the terms of this Agreement hereinafter set forth. Said terms have been developed in accordance with the Mitigation Measures specified in the certified Environmental Impact Report prepared for the Project and will assure City, Developer and the residents of the City that the Subject Property will be developed in a manner consistent with the laws of the State of California and the ordinances, policies, procedures and adopted plans of the City.

C. Without limiting the foregoing, Developer has undertaken to construct certain public improvements as specified in Exhibit B (the "Public Improvements"). City has agreed to reimburse Developer for a portion of the actual cost of such Public Improvements, which reimbursement is designated as the "Fair Share City Cost" on Exhibit C.

AGREEMENT

NOW, THEREFORE, the City and Developer, in consideration of the mutual covenants and agreements contained herein, agree as follows:

1. Effective Date.

The effective date of this Agreement shall be the date upon which this Agreement is duly approved by the City Council (the "Effective Date").

2. Obligations of City and Developer.

(a) The parties agree that Developer shall construct the following site work improvements in accordance with the plans and specifications for such work described in Exhibit B and as set forth in Exhibit C.

(b) The parties recognize that the City of Porterville is a Charter City and is not subject to prevailing wages for public improvements that fall within the City’s municipal affairs, and the City has determined that the subject public improvements are exempt from prevailing wages.

(c) Building permits and certificates of occupancy shall be issued by the City after the City’s review and approval of Developer’s applications therefore, provided that City’s review of the applications for such permits and certificates is limited to determining whether the following conditions are met:
i. The application is complete;

ii. The application demonstrates that Developer has complied with the all laws, local regulations, conditions as specified in the land use approvals and related conditions of said approvals and all applicable design standards;

iii. All applicable processing, administrative and legal fees have been paid, subject to the provisions of this Agreement; and

iv. All work associated with the Jaye Street/Highway 190 intersection and all work associated with Jaye Street, south of Highway 190, as shown on the construction staging plans approved by Caltrans, shall be constructed and in place prior to the issuance of an occupancy permit for the Lowes center. All work identified in Exhibits B and C shall be constructed and in place prior to the opening of the Lowes center, with the following exceptions: 1) Jaye Street and Olive Avenue work, as shown on the plans, and 2) Jaye Street and Orange Avenue work, as shown on the plans, shall constructed and in place prior to the issuance of a building permit for any structure other than the Lowes center.

v. A deposit in the amount of $147,197.22 shall be made with the City of Porterville prior to the issuance an occupancy permit for the Lowes complex. The deposit represents the developer’s share of the improvements at Highway 190 and Plano as described in the Omni-Means Traffic Study.

(d) The parties agree that Developer and the City shall be responsible for their proportionate percentage share, as specified in Exhibit C, of the actual costs for the public improvements. The parties recognize that the construction costs as noted in Exhibit C are opinions of probable cost, and actual costs will vary from the amounts specified.

3. Cooperation Between Parties in Implementation of this Agreement.

The Developer and City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. The City shall proceed in an expeditious manner to complete all actions required for the development of the Project, including but not limited to, processing and checking all maps, plans, permits, building plans and specifications and other plans relating to development of the Property filed by Developer or its nominee, successor or assign as necessary for development of the Property. It is the parties’ express intent to cooperate with one another and diligently work to implement all land use and building approvals for development of the Property in accordance with the terms of this Agreement.

4. Indemnity.

Developer agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and
all claims, costs (including legal fees and costs) and liability for any personal injury or property
damage which may arise directly or indirectly as a result of any actions or in actions by the
Developer, or any actions or in actions of Developer's contractors, subcontractors, agents, or
employees in connection with the construction, improvement, operation, or maintenance of the
Project, provided that Developer shall have no indemnification obligation with respect to
negligence or willful misconduct of City, its contractors, subcontractors, agents or employees
or with respect to the maintenance, use or condition of any improvement after the time it has
been dedicated to and accepted by the City or another public entity (except as provided in an
improvement agreement or maintenance bond).

5. Assignment.

Developer may at any time or from time to time transfer its right, title or interest in or to all or
any portion of the Property. In accordance with Government Code Section 65868.5, the
burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure
to, all successors in interest to Developer in the Property. As a condition precedent to any such
transfer, Developer shall require the transferee to acknowledge in writing that transferee has
been informed, understands and agrees that the burdens and benefits under this Agreement
relating to such transferred property shall be binding upon and inure to the benefit of the
transferee.

Within 10 days of the date escrow closes on any such transfer (a “Transfer Date”), Developer
shall notify the City in writing of the name and address of the transferee. Upon the completion
of Developer’s responsibilities pursuant to this section, Developer shall have no further
obligations or benefits hereunder with respect to such transferred property save for those the
performance of which was due prior to the Transfer Date. Any transfer which does not comply
with the notice requirements of this paragraph shall not release the Developer from its
obligations to the City under this Agreement.

6. Conflict with State or Federal Law.

In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent
or preclude compliance with one or more provisions of this Agreement, such provisions of this
Agreement shall be modified or suspended as may be necessary to comply with such State or
Federal laws or regulations. The Project shall be deemed modified only to the extent necessary
to comply with future state or federal laws or regulations. Notwithstanding the foregoing,
Developer shall have the right to challenge, at its sole cost, in a court of competent jurisdiction,
the law or regulation preventing compliance with the terms of this Agreement and, if the
challenge in a court of competent jurisdiction is successful, this Agreement shall remain
unmodified and in full force and effect. In the event that state or federal laws or regulations
enacted after the Effective Date of this Agreement prevent or preclude compliance with one or
more provisions of this Agreement or require changes in any of the Applicable Standards, the
parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to
comply with such federal or state law or regulation. Any such amendment or suspension of the
Agreement shall be approved by the City Council in accordance with the City Development
Agreement Law.
7. **Amendment or Cancellation of Agreement.**

This Agreement may be further amended or terminated only in writing by mutual agreement between the parties.

8. **Agreement is Entire Agreement.**

This Agreement and all exhibits attached hereto or incorporated herein contain the sole and entire Agreement between the parties concerning the Property and Project. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof, except representations set forth herein, and each party acknowledges that it has relied on its own judgment in entering this Agreement. The parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other.

9. **Events of Default.**

Developer shall be in default under this Agreement (an “Event of Default”) upon the happening of one or more of the following events:

(a) If a warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made if the City shows that such warranty, representation or statement would have had a material, adverse effect on the City’s willingness to enter into this Agreement; or

(b) A finding and determination by the City that Developer has not complied in good faith with the terms and conditions of this Agreement.

(c) Developer fails to fulfill any of its obligations set forth in this Agreement.

10. **Procedure Upon Default.**

(a) Upon the occurrence of an Event of Default, City may terminate or modify this Agreement.

(b) The City shall not be deemed to have waived any claim of defect in Developer’s performance if the City does not propose to terminate this Agreement.

(c) No waiver or failure by the City or Developer to enforce any provision of this Agreement shall be deemed to be a waiver of any provision of this Agreement or of any subsequent breach of the same or any other provision.

(d) Any actions for breach of this Agreement shall be decided in a court of competent jurisdiction located in Tulare County, California.

(e) The City shall give Developer written notice of any default under this Agreement, which shall reasonably describe the alleged default, and Developer shall have thirty (30) days
after the date of the notice to cure the default or to reasonably commence the procedures or actions needed to cure the default.

11. **Attorneys Fees and Costs.**

If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney’s fees and court costs.

12. **Severability.**

If any term or condition of this Agreement is for any reason held by a final judgment of a court of competent jurisdiction to be invalid, then this Agreement shall continue to be valid unless the provision that is found to be invalid constitutes a material change in the consideration for this Agreement, in which case, at the election by written notice of the party adversely affected by such change, this entire Agreement shall likewise be invalid, and shall be deemed null and void and of no further force or effect following such judicial determination.

13. **No Third Parties Benefited.**

No person other than the City, Developer, or their respective successors is intended to or shall have any right or claim under this Agreement, this Agreement being for the sole benefit and protection of the parties hereto and their respective successors. Similarly, no amendment or waiver of any provision of this Agreement shall require the consent or acknowledgment of any person not a party or successor in interest to a party to this Agreement.

14. **Binding Effect of Agreement.**

The provisions of this Agreement shall bind and inure to the benefit of the parties originally named herein and their respective successors and assigns.

15. **Relationship of Parties.**

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer and that the Developer is not an agent of City. The parties do not intend to create a partnership, joint venture or any other joint business relationship by this Agreement. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners. Neither Developer nor any of Developer’s agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer’s obligations under this Agreement.

16. **Bankruptcy.**

The obligations of this Agreement shall not be dischargeable in bankruptcy.
17. **Rules of Construction and Miscellaneous Terms.**

(a) The singular includes the plural; the masculine gender includes the feminine; “shall” is mandatory, “may” is permissive.

(b) Time is and shall be of the essence in this Agreement.

(c) Where a party to this Agreement consists of more than one person, each such person shall be jointly and severally liable for the performance of such party’s obligation hereunder.

(d) The captions in this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the provisions thereof.

(e) This Agreement shall be interpreted and enforced in accordance with the laws of the State of California in effect on the date thereof.

18. **Exhibits**

   Exhibit A - Legal Description

   Exhibit B - Public Improvement Plans

   Exhibit C – Obligations of Developer and City, including narrative concerning work to be completed and Engineer’s opinion of Probable Cost Summary.

19. **Notices**

All notices required or provided for under this Agreement be in writing and delivered in person or sent by certified mail, postage prepaid. Notice required to be given to the City shall be addressed as follows:

John Lollis, Administrative Services Manager
City of Porterville
291 North Main Street
Porterville, California 93257

Notices required to be given to Developer shall be addressed as follows:
A party may change its address for notice by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

CITY OF PORTERVILLE

By: ____________________________
    Cameron Hamilton, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM

______________________________
City Attorney

DEVELOPER

Ennis Commercial Properties, LLC

By: ____________________________
    Ben Ennis
EXHIBIT 'A'

Legal Description
Parcel 1:

A portion of Lots 40, 41, 46 & 47 of Pleasant Grove Tract situated in the Southwest Quarter of Section 35, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, as shown on map filed in Book 9 of Maps, at Page 1 in the office of the County Recorder, described as follows:

Commencing at the intersection of the centerline of Springville Avenue and the west line of said Southwest Quarter of Section 35;

Thence, along the centerline of Springville Avenue, South 89°50'14" East, a distance of 1624.51 feet;

Thence, leaving the centerline of Springville Avenue, South 00°09'46" West, a distance of 30.00 feet to a point on the south right-of-way line of Springville Avenue, said point also being the Point of Beginning;

Thence, along the south right-of-way line of Springville Avenue, South 89°50'14" East, a distance of 695.00 feet;

Thence, leaving the south right-of-way line of Springville Avenue, South 00°09'46" West, a distance of 419.74 feet;

Thence, South 89°50'14" West, a distance of 17.20 feet;

Thence, South 00°09'46" West, a distance of 68.67 feet;

Thence, South 45°28'21" East, a distance of 51.85 feet to a point on a curve, from said point a radial line bears South 45°28'21" East;

Thence, southwesterly 19.39 feet along a curve to the left, having a radius of 313.00 feet, through a central angle of 3°32'55" and having a chord bearing and distance of South 42°45'12" West, 19.38 feet;

Thence, South 14°09'40" East, a distance of 41.44 feet to a point on a curve, from said point a radial line bears South 53°52'25" East;
Thence, southwesterly 69.71 feet along a curve to the left, having a radius of 280.00 feet, through a central angle of 14°15'55" and having a chord bearing and distance of South 28°59'37" West, 69.53 feet to a point of reverse curvature;

Thence, southwesterly and westerly 69.10 feet along a curve to the right, having a radius of 421.00 feet, through a central angle of 09°24'16" and having a chord bearing and distance of South 26°33'48" West, 69.03 feet to a point of compound curvature;

Thence, westerly 84.93 feet along a curve to the right, having a radius of 60.00 feet, through a central angle of 81°05'51" and having a chord bearing and distance of South 71°48'51" West, 78.01 feet to a point on a curve, from said point a radial line bears North 49°38'22" West;

Thence, southwesterly 20.13 feet along a curve to the right, having a radius of 375.00 feet, through a central angle of 3°04'32" and having a chord bearing and distance of South 41°53'54" West, 20.13 feet;

Thence, North 89°50'14" West, a distance of 538.04 feet;

Thence, North 00°09'46" East, a distance of 276.34 feet;

Thence, North 89°50'14" West, a distance of 22.30 feet;

Thence, North 00°09'46" East, a distance of 465.07 feet to the Point of Beginning.

The above described parcel contains 503,436 square feet or 11.5573 acres, more or less.

Basis of Bearings: The centerline of Springville Avenue is taken to bear South 89°50'14" East based on California State Plane Grid bearings for Zone 4, NAD83 based on a field survey tied to the south line of the Southwest Quarter of Section 35 as shown on the Record of Survey recorded in Book 21 of Licensed Surveys at Page 68. All distances are ground distances.
EXHIBIT B

PUBLIC IMPROVEMENT PLANS AND SPECIFICATIONS

The Public Improvement Plans and Specifications are available for public review in the Public Works Department at Porterville City Hall, 291 North Main Street.
ENGINEER'S OPINION OF PROBABLE COST
FOR THE PROPOSED PORTERVILLE RIVERWALK MARKETPLACE
PORTERVILLE, CALIFORNIA
OFF-SITE IMPROVEMENTS
CONCEPTUAL
September 15, 2006
CEI Project # 22205

This Engineer's estimate of construction costs is based on available local area bid tabulations, industry estimating manuals and other available data. This Engineer’s estimate is without the benefit of actual bidding, local contractor input, or Local City or State design approval. The actual costs, at bid could vary substantially. CEI has added a contingency of 10% to each of the sub-totals. All estimated costs are limited and CEI will not be held accountable for actual differences. If the accuracy level is not appropriate for the purpose intended, CEI recommends the job be bid prior to

COST SUMMARY

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<th>STREET</th>
<th>CONSTRUCTION COSTS</th>
<th>FAIR SHARE % DEVELOPER</th>
<th>FAIR SHARE DEVELOPER COST</th>
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<th>FAIR SHARE %</th>
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<td>Highway 190 - Plano Street</td>
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<td><strong>$4,606,249.19</strong></td>
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Notes:

This opinion of probable cost was derived without the benefit of an environmental analysis.
No cultural resources were available at the time this estimate was prepared.
This opinion of probable cost does not include soil stabilization for wet/winter weather conditions.
EXHIBIT “C”

OBLIGATIONS OF DEVELOPER AND CITY

Jaye Street South of Highway 190:
Reconstruct Jaye Street within the limits generally described as from Highway 190 south approximately 350’ south. The work shall include the demolition and reconstruction of Jaye Street, construction of a median island, concrete improvements, handicap curb returns and signing/striping. The complete work is fully identified on sheets ST 3.0, ST3.3 & ST3.5 of plans.

Jaye Street – Highway 190 to Springville Avenue:
Reconstruct Jaye Street within the limits generally described as from Highway 190 north approximately 1,150’ to and including Springville Avenue. The work shall include the demolition and reconstruction of Jaye Street, construction of median islands, concrete improvements, handicap curb returns and signing/striping. The complete work is fully identified on sheets ST3.0 through ST3.4 of plans.

Jaye Street – Springville Ave North 250’:
Reconstruct Jaye Street within the limits generally described as from Springville Avenue north approximately 250’. The work shall include pave-out along the east side of Jaye St., concrete improvements along the east side of Jaye St, handicap curb returns and signing/striping. The complete work is fully identified on sheets ST2.4, ST2.7, ST3.1, & ST3.4 of plans.

Jaye Street @ Olive Avenue:
Reconstruct Jaye Street within the limits generally described as being the intersection of Jaye Street & Olive Avenue. The work shall include demolition and pave-out, handicap curb returns, concrete improvements, signing/striping, removal of an existing traffic signal and the installation of a new and complete traffic signal including loops. The complete work is fully identified on sheets ST6.0, ST6.1, E3 & E4 of plans.

Jaye Street @ Orange Avenue:
Reconstruct Jaye Street within the limits generally described as being the intersection of Jaye Street & Orange Avenue. The work shall include demolition and pave-out, handicap curb returns, concrete improvements, signing/striping, the installation of a new and complete traffic signal including loops. The complete work is fully identified on sheets ST5.0, ST5.1, E1 & E2 of plans.

Springville Avenue West of Jaye Street:
Reconstruct south half of street from Jaye street west approximately 2,400’ to Ohio Street. Make necessary street repairs along north half of street as indicated on plans. The complete work is fully identified on sheets ST2.0, ST2.1, ST2.2, ST2.3 and ST2.4.

Springville East of Jaye Street:
Reconstruct Springville Avenue within the limits generally described as from Jaye Street east approximately 350’. The work shall include construction of additional lane widths along the north and south side of the existing street, installation of curb & gutter and signing/striping. The complete work is fully identified on sheets ST2.2, ST2.4 of plans.
Springville Traffic Signal:
Install new traffic signal at the intersection of Jaye Street & Springville Avenue. The work shall include a complete traffic signal including loops, signing/striping. The complete work is fully identified on sheets E5 & E6 of plans.

Vandalia Avenue:
Construct Vandalia Avenue (new street) within the limits generally described as being from Jaye Street west approximately 3,000’. The work shall include grading, construction of a new street with two (2) roundabouts, curb, gutter, sidewalk, street returns, irrigation, planting and street lighting. The complete work is fully identified on sheets ST4.0, ST4.1, ST4.2, ST4.3, ST4.4, ST4.5, ST4.6, ST4.7, ST4.8, ST4.9, ST4.10, ST4.11, L1.1, L1.2, L2.1, L2.2, L3.0 & SE-4.

Vandalia Avenue Storm Drain System:
Construct approximately 2,800’ of 24” & 30” diameter storm drain pipe along the Vandalia Avenue alignment as shown on sheets ST4.4, ST4.5, ST4.6 & ST4.7 of plans.

Vandalia Avenue Traffic Signal:
Construct a complete traffic signal including traffic loops at the intersection of Vandalia & Jaye Streets. The complete work is fully identified in sheets E7 & E8 of plans.

Highway 190 @Jaye Street:
No plans submitted for review.

Poplar Avenue:
No plans submitted for review.

Highway 190 Landscape:
No plans submitted for review.

Jaye Street Traffic Signal Synchronization:
Provide hard wire synchronization between traffic signals at Jaye Street/Highway 190, Jaye Street/Vandalia Avenue and Jaye Street/Springville Avenue.

Cc: P:\PW\Engr\Baldo\Misc Proj Files\Jaye Corridor Improvements_Riverwalk Agreement
SUBJECT: HERITAGE CENTER “WALL OF FAME” PLACEMENT PROCEDURE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: In February, 2004, the City Council adopted a Policy for Naming or Dedication of City Facilities. At that time, it was also suggested that a “Wall of Fame” be established at the Heritage Community Center after completion of the facility and after development of a placement procedure.

Staff has developed suggested criteria and procedure for the Wall of Fame. As presented, the Heritage Center Wall of Fame is intended to posthumously honor individuals for service to our community. Attached is a Wall of Fame placement procedure and nomination form. This procedure specifies that only the Mayor or members of the City Council may submit nominations for placement, specifies sponsor responsibilities, and establishes an annual consideration of nominations at the first City Council meeting of each calendar year.

At the November 7, 2006, City Council Meeting, Council Member Hernandez requested Mrs. Carmen Martinez-Eoff be considered for placement on the Wall of Fame and staff was directed to address consideration of this request at a future meeting. Staff supports the consideration of this nomination as a part of the procedure adoption.

RECOMMENDATION: That the City Council:

1. Adopt the Heritage Center “Wall of Fame” Placement Procedure, and;

2. Consider the nomination of Mrs. Carmen Martinez-Eoff for placement on the “Wall of Fame”.

ATTACHMENTS: Draft Placement Procedure
Draft Nomination Form

ITEM NO.: 18

Director Appropated/Funded City Manager
Based on a history of service to the Community and in recognition of significant efforts on behalf of the residents of Porterville, I/we request the Porterville City Council posthumously honor the person listed below with inclusion on the City's Wall of Fame located at the Heritage Community Center.

All nominations will be considered and Wall of Fame placements made in accordance with the Placement Procedure stated on the reverse.

Name of Nominee:

Description of Nominee’s Community Involvement/Service Activities:

Sponsor’s Name(s):

Telephone:

Address:

City/State/Zip:

Relationship to Nominee:

Nomination Submitted by:

Mayor/City Council Member Signature

Date
HERITAGE COMMUNITY CENTER “WALL OF FAME”
PLACEMENT PROCEDURE

The “Wall of Fame” is a portion of the hallway wall within the Porterville Heritage Center, located at 256 E. Orange Avenue. Those who are honored on the “Wall of Fame” are posthumously recognized for their significant efforts and service to the Porterville community. The City Council will determine the appropriateness of each nomination for placement on the “Wall of Fame”. Recognition shall consist of a framed five by seven inch portrait and bronze engraved name plate of common and similar style to the “Mayor’s Wall of Honor” within City Hall.

Only the Mayor and members of the City Council may submit nominations for this honor. The nomination shall be in writing to the City Clerk stating the type and duration of services the nominated individual provided to the Porterville community prior to their passing. A nomination shall identify a sponsoring contact person willing to assume responsibility for supplying the framed portrait and nameplate, and who shall be responsible for all cost of such. All nominations will be retained by the City Clerk and placed on the agenda for consideration by the City Council at their first regular meeting of each calendar year.

The City Council shall make the sole determination regarding the worthiness of the nominated individual’s service to the heritage of the community in regards to the honor of being included for placement on the “Wall of Fame”. The honor of recognition on the “Wall of Fame” shall be for a period of three (3) years, at which time the portrait will be returned to the sponsoring contact person. The City Council may at its discretion, consider at any time the removal of the honor and return of the portrait to the sponsor.
SUBJECT: PROPERTY IMPROVEMENT AWARD PROGRAM

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: At its August 1, 2006 meeting, City Council considered implementation of a Property Improvement Award Program to recognize City residents for property beautification and maintenance efforts. At that time, staff was directed to refer the issue to the Parks and Leisure Services Commission to establish guidelines for such a program.

The Parks and Leisure Services Commission was advised of City Council’s referral at their September 7, 2006 meeting and appointed a study committee for further evaluation. At its November 30, 2006 meeting, the Parks and Leisure Services Commission expressed support for the program, but expressed doubts that the Program falls under the purview of the Commission. The Commission voted to not undertake development of a program with a recommendation back to City Council that this project be reassigned to the Community Development Department for further development.

Staff understands that it was not the intent of the Council to have the program developed, implemented, and administered by staff, but rather that such should be the role of a citizen’s committee. The Council may wish to consider formulation of a citizen’s committee for this program, or referral of the matter to another existing committee.

RECOMMENDATION: Provide direction for further development of a Property Improvement Award Program.

ITEM NO.: 19

Director Appropriated/Funded City Manager
COUNCIL AGENDA: DECEMBER 19, 2006

SUBJECT: FRANK ‘BUCK’ SHAFFER CLOCK FOR CENTENNIAL PLAZA

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The late Mr. Frank ‘Buck’ Schaffer visited the City Manager during the late summer of this year to compliment the City for providing Centennial Plaza. He also took the opportunity to request that a clock be installed as an amenity to the plaza. Mr. Shaffer provided the City Manager with example catalog sheets of possible nostalgic clock styles that he desired to have considered. City staff discussed with Mr. Ben Ennis the possibility of installing an appropriate clock at the plaza in conjunction with the adjacent commercial building construction. Mr. Ennis has indicated support for doing so in exchange for elimination of the clock originally incorporated into the commercial building architecture. Information on suggested clock styles and manufacturers has been exchanged between city staff and Mr. Ennis. Through discussion it is understood by staff that Mr. Ennis may donate and install a two-faced pole mounted clock. The amount of monetary commitment has not been stated, and no written understanding or agreement has been achieved.

The matter was presented to the Parks and Leisure Services Commission as an urgency matter at their November 30, 2006 meeting. Due to staff oversight, the Commission was not informed that Mr. Shaffer originated current discussions. The Commission expressed concern that a pole clock may be difficult to place within Centennial Plaza without it being obscured by trees, or appearing as an isolated and an out-of-place feature within the lawn area. The Commission’s recommendation is to consider placing a clock of the best possible quality in front of City Hall, and that such be of a nostalgic style to match the Main Street light poles and amenities.

Staff believes that two possible locations exist on or adjacent to Centennial Plaza for a pole clock. The east side of Main in front of the Main Street sidewalk and within the concrete area directly (west) in front of the gazebo. This location is directly across from the northerly entrance to City Hall and was a former driveway to the building site that is now Centennial Plaza. A four-faced clock may be best suited for this location. The second location would be near the east boundary of Centennial Plaza just south of the gazebo. This location would be suited for a two-faced clock to be viewed from Main Street and Second Street, placed to the right side of the gazebo in the planter.

Director Appropriated/Funded City Manager

ITEM NO.: 20
Staff is also aware that others have discussed concepts for different memorials to ‘Buck’ Shaffer. Retaining appropriate professional design services should be considered for planning fitting memorials of complex themes.

Staff understands from City Council comments that there is a desire for soliciting community donations to fund a clock or other memorial. Staff would appreciate direction on the expected role of staff in organizing and conducting the community donation program. In addition, the role of staff should be clarified for the process of evaluating clock or memorial options. It is anticipated that approval of the final design and location will be retained by the City Council. However, the role of the Parks and Leisure Services Commission in this matter needs further clarity.

OPTIONS:

A. Direct City staff to form a community adhoc committee to determine an appropriate memorial and the public location for installation of the memorial honoring Mr. Frank ‘Buck’ Shaffer. The Parks and Leisure Services Commission could serve as the public sounding board for design and location concepts, towards a joint recommendation to the City Council from the Commission and the adhoc committee. Unless otherwise directed by the City Council, the adhoc committee would be responsible for determining a schedule for the completion of this effort.

B. Authorize staff to cooperate with a community-based organization, should one become established, for the development of a public memorial to Mr. Frank ‘Buck’ Shaffer. The community-based organization would be responsible for determining a schedule for the completion of this effort. Staff would not take the lead or be responsible to ensure the completion of the effort under this option.

C. Direct staff to pursue an agreement for City Council consideration with Mr. Ben Ennis for 100% donation and installation of a nostalgic clock. The design and location would be determined and made a part of the agreement between Mr. Ennis and the City.

RECOMMENDATION:

That the City Council:
1. Receive the recommendation from the Parks and Leisure Services Commission that a clock not be installed in Centennial Plaza and instead be located in front of City Hall, and
2. Consider staff’s two suggestions for possible locations for a pole mounted clock in or adjacent to Centennial Plaza, and
3. Consider ‘Buck’ Shaffer’s stated desire to have a nostalgic clock located in Centennial Plaza, and
4. Provide direction and appropriate authorizations related to the installation of a clock and/or other memorial.

ATTACHMENTS:
Illustration of possible clock installation locations
Clock catalog sheets provided by ‘Buck’ Shaffer
Clock catalog sheets provided by Ben Ennis
ALTERNATE #1
(in front of City Hall)

ALTERNATE #2
(in front of sidewalk, between gazebo & City Hall entrance)

ALTERNATE #3
(near back of plaza, to right of gazebo from Main St. view)

CENTENNIAL PLAZA

CLOCK LOCATION ILLUSTRATION

MAIN ST.

CLEVELAND AVE.
For details application and specification information see: www.electrictime.com/sweets/page_6.htm

TWO & FOUR DIAL POST CLOCKS

COURTYARD
2 Dial, Face: "AI" Hands: "WS"
Off-white neon edge lighting controlled by a photoelectric cell
Aluminum dials painted off-white. Black dial markings and hands.
Forest green finish.
Options—remote reset control—lettering on header—different dial lettering and hands.

SMALL HOWARD
4 Dial, Face: "AI" Hands: "WS"

SMALL HOWARD
2 Dial, Face "AI" Hands: "WS"

SMALL HOWARD
Illuminated Header 2 Dial, Face: "T" Hands: "WS"

PROVIDENT
2 Dial, Face: "AI" Hands: "WS"
Options—remote reset control—different dial lettering and hands.
TWO & FOUR DIAL POST CLOCKS

FRENCH QUARTER
W/Howard Ornament
2 Dial, Face: "AI"
Hands: "WS"

HOWARD
4 Dial, Face: "AI"
Hands: "WS"

HOWARD
2 Dial, Face: "AI"
Hands: "WS"

HOWARD
Illuminated Header
2 Dial, Face: "T"
Hands: "WS"

SETH THOMAS
4 Dial, Face: "F1"
Hands: "FS"
Whether it be a replica from the past, or an idea ahead of its time, Electric Time can create it. Parts and service are still available today for even the earliest models manufactured in the 1920's. Using only the finest craftsmanship and materials, with the aid of Computer Design Technology, Electric Time manufactures beautiful, detailed Time Pieces of unequalled precision and style.

PHOTO LEFT:
Norwood, MA
Two (2) Dial, Illuminated Howard Post Clock.

PHOTO BELOW:
Brookline, MA - Style N-1000 Silhouette Clock
SUBJECT: SET ADJOURNED MEETINGS

SOURCE: Administration

COMMENT: Staff is requesting two items be scheduled for Adjourned City Council/Study Session meetings. The items requested for discussion are as follows:
- Measure R Initiation
- Meet and Confer Process and Procedure

The Measure R meeting will have a presentation by Ted Smalley, Deputy Executive Director of the Tulare County Association of Governments (TCAG), on the initiation of the Measure R road work. Listed below are possible dates given by Mr. Smalley:

Jan. 12 - Friday, 12:30 p.m.
Jan. 26 - Friday, 12:30 p.m.
Feb. 13 - Tuesday, 6:30 p.m.

The Meet and Confer Process and Procedure meeting is being held to ensure that all Council members are aware of the procedure and process used in dealing and negotiating with the various employee associations or unions at the Council level. This will strictly be an informational meeting.

Adjourned Council meetings are typically held on off Tuesdays, or lately at 12:30 p.m. on Fridays. January 5 and 19 are already set for Friday study sessions, and the one regular Council meeting being held will be January 16.

RECOMMENDATION: That the City Council select dates and times for the two Adjourned Meetings.

Item No. 21
COUNCIL AGENDA: December 19, 2006

SUBJECT: CONSIDERATION OF APPOINTMENT TO MEASURE R
CITIZENS' OVERSIGHT COMMITTEE

SOURCE: Administration

COMMENT: As part of the passage of Tulare County Measure R, the City of
Porterville has the opportunity to appoint an individual to serve on
the Measure R Citizens' Oversight Committee. The committee is
charged with the responsibilities of monitoring the expenditures of
revenues derived from Measure R, and to keep the public informed
about the expenditures. The Committee is comprised of a total of
sixteen (16) individuals, thirteen (13) of which will be individuals
selected by the individual agencies involved in the Measure R
ballot effort, including the eight (8) County cities (Dinuba, Exeter,
Fresno, Lindsay, Porterville, Tulare, Visalia, Woodlake), the
County of Tulare, the Tulare County Economic Development
Corporation, the Tulare County Building Industry Association, the
Tulare County Farm Bureau, and the Tulare Kings Hispanic
Chamber of Commerce. The three (3) additional committee
positions are at-large members and will be selected by the first
thirteen (13) members via an application process. The City must
provide the Tulare County Association of Governments it's
committee member by no later than Friday, January 19, 2007.

RECOMMENDATION: That the City Council:

1. Consider the appointment of an individual to serve on
   the Measure R Citizens' Oversight Committee; or

2. Provide direction to staff in facilitating an application
   process for individuals to be considered for
   appointment.

ATTACHMENT: None
COUNCIL AGENDA: December 19, 2006

SUBJECT: COUNCIL MEMBER REQUEST FOR AN AGENDA ITEM – "Dog Feces Ordinance"

SOURCE: Administration

COMMENT: A Council member has requested the above subject matter be added to the agenda for consideration under Scheduled Matters.

RECOMMENDATION: As directed by Council.

ATTACHMENT: None
SUBJECT: COUNCIL MEMBER REQUEST FOR AN AGENDA ITEM – "Consideration of $2,500 Mural Sponsorship"

SOURCE: Administration

COMMENT: A Council member has requested the above subject matter be added to the agenda for consideration under Scheduled Matters.

RECOMMENDATION: As directed by Council. (If item is approved, please authorize appropriate budget adjustment)

ATTACHMENT: Porterville Mural Project Contribution Card
PORTERVILLE MURAL PROJECT

We would like to make a difference in Porterville by supporting the effort to create beautiful murals in your community. Please add me to the list of mural project contributors.

NAME: ____________________________
BUSINESS NAME: ___________________
ADDRESS: __________________________
CITY: ___________ ZIP: ___________

My contribution of $ ________ is enclosed.
I am pleased to make a pledge of $ ________ payable on or before ________

Make checks payable to Porterville Mural Project, 772 E. Henderson Ave, Porterville, CA 93257.
Your charitable contribution is tax deductible to the extent allowable by the IRS.

Every contribution is appreciated. None is too small or too large.
SUBJECT: COUNCIL MEMBER REQUEST FOR AN AGENDA ITEM – "Budget Adjustment for Iris Bulb Plantings"

SOURCE: Administration

COMMENT: A Council member has requested the above subject matter be added to the agenda for consideration under Scheduled Matters.

RECOMMENDATION: As directed by Council. (If item is approved, please authorize appropriate budget adjustment)

ATTACHMENT: None
SUBJECT: STREET LIGHTING ALONG VILLA STREET - OLIVE AVENUE TO UNION AVENUE

SOURCE: Public Works Department - Engineering Division

COMMENT: A member of the City Council asked that staff respond to Ms. Kathleen Harris' letter of December 5, 2006 (copy attached), requesting streetlights along Villa Street from Olive Avenue south approximately 2,000 feet to Union Avenue. Ms. Harris notes in her letter that there is only one streetlight between Olive Avenue and Vine Street, with that light being at the intersection of Villa Street and Vine Avenue.

Public Works would like to bring to Council's attention that streetlight concerns are typically handled at the staff level. When inadequate lighting concerns are brought to Public Work's attention, staff makes a decision on the need for additional streetlights based on a field review of the area.

If additional streetlights are warranted and there are existing power poles from which to "hang" the lights, Public Works initiates a "streetlight installation" request to Southern California Edison. Edison determines the installation date.

Regarding Villa Street from Olive Avenue to Union Avenue, staff completed its field review and found that additional streetlights are warranted. However, between Olive Avenue and Vine Street (approximately 600'), there are no existing power poles from which to "hang" streetlights. Installing new streetlights within this older subdivision would require the installation of new "marblelite" poles and conduit at a cost in excess of $4,500 per streetlight. The costs for new streetlights anywhere in the City are not included in the 2006/2007 Annual Budget.

From Union Avenue north approximately 600' there are 5 existing power poles. The City has directed Edison to install three streetlights at or close to 160' spacing. There is no cost to the City for Edison to install a light on an existing power pole. Once the streetlight is in place, the City pays for the electricity at a cost of approximately $97 per year per streetlight. The $97 per year per streetlight is representative of a 5800 lumen light typically found in residential areas.

RECOMMENDATION: Information Only

ATTACHMENT: December 5, 2006 Letter from Mrs. Harris

P:\pubworks\Engineering\Council Items|2006-12-29 Street Lighting along Villa Street.doc

Dir. Appropriated/Funded CM

Item No. 260
REQUEST TO BE PLACED ON THE DECEMBER 19, 2006 PORTERVILLE CITY COUNCIL AGENDA

REQUEST FOR CONSIDERATION OF STREET LIGHT INSTALLATION ON SOUTH VILLA STREET, BETWEEN OLIVE STREET AND WEST UNION

REASONS FOR NEEDED STREET LIGHT INSTALLATION ARE AS FOLLOWS:

1. There is only one streetlight between Olive Street and West Union. It is located on the corner of Vine Street.

2. S. Villa Street borders the back part of the Porterville High School and the Porterville School District Bus Barn.

3. S. Villa Street has a high crime rate.

4. I have found stolen items on the street near the Porterville High School Athletic field.

5. I found a fanny pack hanging on the cyclone fencing of the high school. The content of that fanny pack was a used hypodermic needle. This was turned into the police.

6. Vehicles have been vandalized and 2 have been reported stolen. Both stolen vehicles stolen border the high school.

7. There is a known drug house near the corner of South Villa Street and West Union.

8. The bus barn and backside of the high school are in total darkness in the late evening, which exposes the school district to theft and vandalism.

9. There are several gang members in the area.

BENEFITS FOR STREET LIGHT INSTALLATION ARE AS FOLLOWS:

1. Lighted streets help reduce Illegal activities, thus reducing the need for law enforcement.

2. Residents will feel safer.

3. Harder for criminals to cause damage to both the school district and the residents of S. Villa St.

4. Lighting give the residents more power to protect their lives and property by seeing and reporting illegal or suspicious activities.

Kathleen Harris 12/05/06