CITY COUNCIL AGENDA  
PORTERVILLE, CALIFORNIA  
JANUARY 16, 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:  
   4- Government Code Section 54956.9(a) - Conference with Legal Counsel - Existing Litigation: John Hale et al. v. City of Porterville et al.

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

Pledge of Allegiance Led by Mayor Pro Tem Felipe Martinez  
Invocation  

**PRESENTATIONS**  
   Employee of the Month - Carol Bodine  
   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. Claim - A. Rodriguez  
   Re: Consideration of rejecting of a claim from Angelica Rodriguez in the amount of $400.00 for damage to bedding and clothing from oily residue allegedly caused by a flushed water line on October 12, 2007 at 28 South Villa Street.
2. **Budget Adjustments for the 2006-07 Fiscal Year**  
   Re: Authorizing staff to modify revenue and expenditure estimates for the Chamber of Commerce Agreement, Y.E.S. Program Revenue, Airport Management Conferences, and Solid Waste Container Purchases.

3. **Acceptance of Remington - Elsag Mph-900 Mobile LPR System**  
   Re: Authorization to accept a mobile license plate reader system for the Police Department. The system to be purchased by the Tulare County OES from a Homeland Security Grant.

4. **Acceptance of the Skateboard Project**  
   Re: Accepting the project by California Landscape and Design, dba California Skateparks, in the amount of $391,012.68, authorizing the filing of the Notice of Completion, and authorizing the release of the 10% retention after 35 days.

5. **Approval of an Encroachment Agreement at 12 South Main Street (Sansome Pacific Properties, Inc.)**  
   Re: Approving an encroachment for the purpose of constructing an architectural feature which will overhang the public right of way 17" along a small portion of the Main Street frontage.

6. **Acceptance of Final Subdivision Map - Summit Estates, Phase One (Gary Smee)**  
   Re: Approving the Final Subdivision Map for a subdivision located generally south of Olive Avenue, north of the Tule River, east of Westwood Park Subdivision, Phases 2 and 3, and west of Mathew Street.

7. **Partnership with Smith Enterprises to Replace a Deteriorated Sewer Main (Neil Smith)**  
   Re: Consideration of a payback agreement to replace a portion of the City sewer main serving the commercial center housing the new Longs Drug Store in the amount of $45,066.

8. **Funding for West Street Industrial Park Development**  
   Re: Approving the use of revenues from the lease and sales of the West street industrial property for costs associated with site development.

9. **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: Adoption of a 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 intents, such as: a open space requirement of a minimum area of 750 square foot; the open space be uncovered and open to the sky (unobstructed by building overhang); and that the open space area has a minimum dimension of ten feet; and the location of open space be in the rear 1/3 of the lot; and that the resolution of ambiguity will be effective as of January 1, 2007 for newly submitted applications.

10. **Initiate Preparation of Findings for a Zone Change on Recently Annexed Property**  
    Re: Authorization to prepare approved findings regarding the correction of two areas, consisting of four properties, incorrectly zoned during the processing of Annexations 458 and 459.

11. **Approval for Travel**  
    Re: Approving travel to Seattle, Washington for staff to present the City’s Economic Development Administration grant proposal to the EDA.
12. Appointment to Library Board of Trustees
   Re: Consideration of appointing Vikki Cervantes to the Porterville Library Board of Trustees to a term expiring in October, 2009.

13. Submission of Quarterly Financial/Budget Reports
   Re: Changing the submission time for the Quarterly Portfolio Summary, Interim Financial Status Report, and Quarterly Budget Review from the second meeting in January, April, July and October of each year to the submittal to the Council by the thirtieth day of the month following the end of each quarter, with the report being on the following agenda.

14. Adoption of Resolution Seeking a Surface Water Mitigation Resolution in the San Joaquin River Settlement to Address Surface Water Loss in the Central Valley
   Re: Consideration of adopting a resolution supporting an appropriation for the San Joaquin River mitigation measures to support replacement of Kern water lost to the San Joaquin River restoration.

15. Mayor Hamilton and Mayor Pro Tem Martinez Trip to Washington D.C. for San Joaquin River Settlement Meetings
   Re: Approval of travel to Washington D.C. to meet with Federal legislators and officials concerning the implementation of the San Joaquin River settlement on January 28 through 30, 2007.

16. Amendment No. 1 to Modified Employment Agreement - City Manager
   Re: Amending the City Manager’s March 15, 2005, Employment Agreement to allow for, among other items, a 30 day written resignation requirement, a salary adjustment for PERS, second tier continuing education, and a vehicle allowance.

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

PUBLIC HEARINGS
17. Initiation of Preliminary Proceedings and Resolution of Application for Annexation No. 471
   Re: Consideration of filing the necessary application and proposal for Annexation 471 located at the southeast corner of Olive Avenue and Leggett Street.

18. Ennis Estates Tentative Subdivision Map (Ennis Homes)
   Re: Considering request to continue the item and public hearing to the Meeting of February 6, 2007.

19. Request to Continue Public Hearing - “C” Street Vacation (Sansome Pacific Properties, Inc. - David McDowell)
   Re: Continuation of the proposed abandonment of the northern portion of “C” Street, between Vine and Olive Avenues, to a date after the proposed development project is reviewed by the Project Review Committee.

SECOND READING
20. Ordinance No. 1710, Extending the Cable TV Franchise
   Re: Give Second Reading to Ordinance 1710 extending Ordinance 1544, as transferred by Ordinance 1582, to extend the expiration date of the City’s current cable television franchise to January 2, 2008 to preserve City’s existing rights.

SCHEDULED MATTERS
21. Neighborhood Watch Programs
   Re: A PowerPoint presentation by the Police Department on the Neighborhood Watch Program.
22. **Heritage Center “Wall of Fame” Nominations**
Re: Consideration of requests for the placement of plaques to honor Frank “Buck” Shaffer and Carman Martinez-Eoff on the Heritage Center “Wall of Fame.”

23. **Evaluation of Skateboard Park Rules**
Re: Review and evaluation of the posted Skatepark rules in force for the last three months.

24. **Consider Master Plan and Design Services for Baseball Fields Project at Heritage Center Site**
Re: Consideration of approving the Master Plan for the Heritage Center site and authorizing the design of full site improvements, with provisions for an initial construction phase to partially develop the southerly field.

25. **Public Improvement Agreement –Riverwalk Development**
Re: Considering Agreement pertaining to the construction of public improvements associated with the Riverwalk Project at Highway 190 and Jaye Street.

26. **Approval for Funding assistance for Volunteer Income Tax Assistance (VITA) Program**
Re: Consideration of assisting the Vita Program with the acquisition of computers, and approving a budget appropriation of $2500 from reserves to be donated to the Comision Honorifica Mexicana Americana.

27. **This Item has Been Pulled**

28. **Update on Curbside Recycle Program and Setting of Date for “One Day” Refuse/Green Waste and Recycled Waste Collection Study Session**
Re: Setting a date for a study session to discuss the merits of providing single day refuse/green waste & curbside recycling “pick-up” service to the City’s residents.

**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 19, 2007 at 3:30 p.m.

*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
JANUARY 2007

1. Recruitment of Charles McMillan, Police Chief
2. Recruitment of Donnie Moore, Leisure Services Superintendent
3. Library RFID; and
4. New Library Floor Covering
SUBJECT: CLAIM - A. RODRIGUEZ

SOURCE: Administration

COMMENT: Angelica Rodriguez has filed a claim against the City for property damage sustained on October 12, 2006, when the Fire Department flushed a water line at 28 South Villa. Ms. Rodriguez is alleging that her belongings were damaged by oily water which got into her washing machine.

The amount being claimed as of the presentation of this claim is $400.00, based on damage to bedding and clothing.

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.
CITY OF PORTERVILLE
CLAIM FORM

FORM B
(Please Type Or Print)

CLAIM AGAINST  CITY OF PORTERVILLE

Claimant's name: ANGELICA RODRIGUEZ
Claimant's Telephone No.: (559) 359-4147
Claimant's address: 28 S. VILLA ST PORTERVILLE, CA 93257

Date of incident/accident: 10/12/2006
Date injuries, damages, or losses were discovered: Comforter, bed sheets, time lost due to excessive cleaning, re-washing of laundry, stained clothes, washing machine damage. 28 S. VILLA ST PORTERVILLE, CA
Location of incident/accident: (Use back of this form or attach Diagram if necessary to answer this question in detail.)

What did entity or employee do to cause this loss, damage, or injury? ACCORDING TO CITY OF PVILLE, IT WAS THE PVILLE FIRE DEPT THAT FLUSHED LINES WHICH CAUSED OILY RESIDUE TO DAMAGE BELONGINGS.

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

I WAS JUST TOLD THE FIRE DEPT NO NAME GIVEN

What specific injuries, damages, or losses did claimant receive? AS A RESULT OF THIS MY BEDDING WAS DAMAGED AND SO WAS MY CLOTHING, NOT SURE OF WHAT DAMAGE MY WASHING MACHINE INURRED AS THERE IS STILL RESIDUE IN MY TOILET RESERVOIR. PLEASE SEE ATTACHMENT

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)]

- $400($100 bedding replacement, $100 clothing articles, $100 washing machine tuneup, $100 my time spent rewashing and cleaning

How was this amount calculated (please itemize)?

NOT SURE OF WHAT IS NEEDED PLEASE ADVISE

Date Signed: 11/2/06 Signature: [Signature]

If signed by representative:

Representative's Name
Address

Telephone #
Relationship to Claimant
QUESTION: What specific injuries, damages, or losses did claimant receive?  
My concern is this, I called on 10/13/06 to complain about the water from the evening of 10/12/06. My neighbor stated that she called that evening and someone came to flush her lines however I believe they should have as a courtesy flushed the neighborhood lines. As a result I could not re-wash clothing, wash dishes, much less bathe or drink the water, as is was disgusting. It appeared to have some brownish oily residue, in which, I still have this residue in my toilet reservoir. Thus resulted in the following damages: two damaged loads of laundry, one consisted of my bedding, estimated damage $100, second load my families clothing, estimated damage $100, washing machine tuneup $100, punitive damages $100 (my personal time used for cleaning up mess as result of dirty water and rewashing of clothing) for a total of $400.00. I don’t know what receipts are needed for the estimated damages but you are more than welcome to contact me at (559)359-4147 so we can promptly resolve this matter.

Sincerely,

Angelica Rodriguez
COUNCIL AGENDA: JANUARY 16, 2007

SUBJECT: BUDGET ADJUSTMENTS FOR THE 2006-07 FISCAL YEAR

SOURCE: Administrative Services

COMMENT: During the course of the fiscal year, budget information becomes available that more accurately identifies revenue projections and project costs. Once known, budget modifications are necessary to complete projects and record revenues. To address budget adjustments in an orderly fashion, all adjustments will be presented as one agenda item for Council's consideration.

There are four adjustments proposed for tonight's Council meeting.

RECOMMENDATION: That the Council approve the attached budget adjustments, and authorize staff to modify revenue and expenditure estimates as described on the attached schedule.
## CITY OF PORTERVILLE
### Budget Adjustments

**Date:** January 16, 2007

<table>
<thead>
<tr>
<th>FUND</th>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>FUNDING SOURCE</th>
<th>DOLLAR AMOUNT</th>
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<tr>
<td>001-5010-010-230</td>
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<td>Chamber of Commerce Agreement</td>
<td>General Fund Reserve</td>
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<td>001-4836.6</td>
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<td>Y.E.S. Program Revenue</td>
<td>PUSD Contract Reimbursement</td>
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<td>032-5070-001-410</td>
<td>3</td>
<td>Airport Management Conferences</td>
<td>General Fund Reserve</td>
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<td>4</td>
<td>Solid Waste Container Purchase</td>
<td>Solid Waste Reserve Fund</td>
<td>$40,000.00</td>
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</tbody>
</table>

*Modification No:1-06/07*
SUBJECT: ACCEPTANCE OF REMINGTON – ELSAG MPH-900 MOBILE LPR SYSTEM

SOURCE: Police Department

COMMENT: The Tulare County Office of Emergency Services has received a substantial grant award from the Office of Homeland Security for the purpose of purchasing mobile license plate reader systems for area police departments. This system is designed to be mounted on an existing law enforcement vehicle and when in operation, will capture over 1,500 images per minute of other vehicle license plates. These plates are then automatically run through a database containing up to 1.2 million hotlist files for vehicles of interest. These vehicles of interest could range from stolen vehicles, potential drug transport vehicles, or vehicles identified as being associated with terrorism. If a hit is made, a warning system is given so that the officer may interdict the vehicle. In addition, this system can be utilized to record massive numbers of license plates in the area of critical incidents.

The cost for the above system is approximately $20,000. However, the above systems will be purchased by the Tulare County Office of Emergency Services and installed by the vendor. There will be no cost for the system to the City of Porterville.

RECOMMENDATION: That City Council authorize the Police Department to accept the Remington–Elsag MPH-900 Mobile LPR System.
SUBJECT: ACCEPTANCE OF THE SKATEBOARD PARK

SOURCE: Public Works Department - Engineering Division

COMMENT: California Landscape and Design dba California Skateparks, has completed construction of the Skateboard Park per plans and specifications. The project consisted of the construction of a 15,000 square foot skating facility.

City Council authorized expenditure of $405,522.60. Final construction cost is $391,012.68.

California Landscape and Design dba California Skateparks, requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;

2. Authorize the filing of the Notice of Completion; and

3. Authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

ATTACHMENT: Locator Map
SUBJECT: APPROVAL OF AN ENCROACHMENT AGREEMENT AT 12 SOUTH MAIN STREET (Sansome Pacific Properties, Inc.)

SOURCE: Public Works Department - Engineering Division

COMMENT: The owner of the building located at 12 S. Main Street has requested an encroachment agreement for the purpose of constructing a unique architectural feature that will overhang the public right of way by approximately 17" along a small portion of the Main Street frontage. The roof overhang is about 10' above the sidewalk. The property in question is located within the Porterville Redevelopment Area - District 2.

Section 20-57 of the Municipal Code allows the City Manager, or his designee, to approve the encroachment agreement for those elements consistent with the Redevelopment Design Guidelines. This type of encroachment is not consistent with these design guidelines. Therefore, the encroachment requires City Council approval (Section 20-1.2). This particular building does not have any Redevelopment agreements on file and therefore, the owner is not mandated to meet the design guidelines.

RECOMMENDATION: That the City Council approve the encroachment agreement for the roof overhang at 12 S. Main Street and authorize the City Engineer to sign the document upon payment of fee.

ATTACHMENTS: Locator Map
Overhang Encroachment Detail
Encroachment Agreement
ENCROACHMENT AGREEMENT 02-2007

THIS ENCROACHMENT AGREEMENT is entered into at Porterville, California, by and between the CITY OF PORTERVILLE, hereinafter referred to as the "CITY", and by Sansome Pacific Property, Inc., hereinafter referred to as "Property Owner", on January 26, 2007.

RECITALS

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

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

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

1. The "CITY" hereby grants to "Property Owner" the right to encroach into the public right-of-way at the 12 S. Main Street for the purpose of constructing a 3' 10" roof overhang into the City's right of way.

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

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

Date: ____________________________

Sansome Pacific Property, Inc., Owner *

APPROVED BY
CITY OF PORTERVILLE
A Municipal Corporation

Cameron Hamilton
Mayor

*Notary Required
State of California
County of Tulare ss.

On ______________________, 2007, before me, ______________________, a notary public, personally appeared ______________________, personally known to me (proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. 

SEAL

________________________________________
Signature of Notary Public
COUNCIL AGENDA: JANUARY 16, 2007

SUBJECT: ACCEPTANCE OF FINAL SUBDIVISION MAP - SUMMIT ESTATES, PHASE ONE (Gary Smee)

SOURCE: Public Works Department - Engineering Division

COMMENT: The subdivider, Nicholson and Smee, LLC, has submitted the final map of the subject project for Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has submitted the required guarantee to the City to complete and/or accept all necessary public improvements on the project. The subdivider has signed a subdivision agreement between the subdivider and the City, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 167-2005. The improvement plans, specifications, and the final map have been approved by the City Engineer and all other requirements have been met.

RECOMMENDATION: That City Council:

1. Approve the final map of Summit Estates, Phase One Subdivision;

2. Accept all offers of dedication shown on the final map; and

3. Authorize the City Clerk to file said map with the County Recorder.

ATTACHMENTS: Final Map - Summit Estates, Phase One

P:\PUBLIC WORKS\ENGINEERING\COUNCIL ITEMS\ACCEPTANCE OF FINAL SUBDIVISION MAP - SUMMIT ESTATES, PH 1 - 2006-01-16 DOC

Dir Appropriated/Funded CM Item No. 6
SUBJECT: PARTNERSHIP WITH SMITH ENTERPRISES TO REPLACE A DETERIORATED SEWER MAIN (Neil Smith)

SOURCE: Public Works Department - Engineering Division

COMMENT: Smith Enterprises is the developer of the new Longs Drug Store located at 56 North D Street. Smith Enterprises and Longs are at the point in which they are close to occupying the new building. Longs and Smith Enterprises are committed to demolishing the old Longs building (69 W. Willow Avenue) and constructing a new parking lot. Included with the new parking lot construction is the reconstruction of an alley north of and adjacent to the new Longs Drug building, extending northerly about 140 feet.

Staff is aware of continuing problems with the sewer main serving this commercial center. Staff ran a camera through the sewer main and discovered significant deterioration of the pipeline, indicating that a total replacement is warranted. The sewer main is located in the same alley slated for reconstruction. In order to meet orderly development of the commercial center, staff has asked the developer to partner with the City to resolve this problematic sewer main. The Developer agreed and provided staff with a bid of $45,066. Staff has found the bid acceptable.

In summary, the sewer replacement project consists of removing and replacing 197 linear feet of 8" sewer main, and if necessary to remove and replace 14 linear feet of pipe through the Porter Slough. The estimated probable cost for the project was $68,772. Funding is available in the Sewer Revolving Account as adopted during the 06/07 Annual Budget process.

RECOMMENDATION: That City Council:

1. Enter into a Payback Agreement with Smith Enterprises for the replacement of a portion of the sewer main serving the commercial center housing the new Longs Drug Store in the amount of $45,066; and

2. Authorize a 10% contingency to cover unforeseen construction costs; and

3. Require that the Payback Agreement stipulate that Smith Enterprises receive full compensation for the sewer replacement project associated with the construction of the new Longs Drug Store within 60 working days of accepting the work by the City Engineer.

ATTACHMENT: Locator Map

P:\pubworks\Engineering\Council Items\Authorization to Enter into an Agreement for the Construction of the Willow Alley Sewer - 2007-01-16.doc

Dir BSN Appropriated/Funded CM Item No. 7
Willow Alley Sewer Project
City of Porterville
CITY COUNCIL AGENDA: JANUARY 16, 2007

SUBJECT: FUNDING FOR WEST STREET INDUSTRIAL PARK DEVELOPMENT

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: Over the past year the City has responded to several inquiries for industrial development at the City-owned 74-acre parcel located along West Street. During closed session meetings, Council has approved preliminary negotiations, including the repayment for expenses incurred for the development to be made from proceeds of sales. During the December 19, 2006 closed session, Council approved a lease for 10-acres of the West Street property to Southern California Edison for a lay-down facility for storage of equipment, vehicles, and temporary office facilities. It is staff’s recommendation that lease revenues be used to pay for up-front costs associated with site development. These costs are estimated to be $8,000 and include additional expenses being incurred due to City-initiated delays for the consultant’s completion of a parcel map and grading plan while staff was in negotiations with a prospective industry. Income from the lease is $2,100 per month, with a 3% increase in the monthly lease rate after one year.

RECOMMENDATION: That City Council approve the use of revenues from lease and sales of the West Street property for costs associated with site development.
CONSENT CALENDAR

SUBJECT: 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.

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: 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.

Appropriated/Funded \(\square\) CM \(\square\) Item No. 9
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 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>
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<td>100</td>
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<tr>
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<td>60</td>
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<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.

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.

RECOMMENDATION: That the City Council;

1. Approve Draft Resolution of ambiguity

ATTACHMENT:

1. SECTION 305, 405 AND 505 REAR YARD STANDARDS
2. DRAFT RESOLUTION CLARIFYING AMBIGUITY
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 January 16, 2007, 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.

6. This resolution of ambiguity shall be effective as of January 1, 2007 for newly submitted applications.

________________________
Cameron Hamilton, Mayor

ATTEST:
John Longley, City Clerk

By _______________________
Georgia Hawley, Chief Deputy City Clerk
Section 305. Rear yard (R-2 Zone).

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.

B. For general provisions and exceptions, see article twenty-six.

(Ord. No. 1293, § 1, 12-20-83)
Section 405. Rear yard (R-3 Zone).

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 twenty-two shall be permitted to occur in the required seven hundred fifty (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 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.

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 twenty-six.

(Ord. No. 1293, § 1, 12-20-83)
Section 505. Rear Yard (R-4 Zone):

A. There shall be a rear yard of no less than five feet (5') for any portion of a dwelling one story in height and no less than ten feet (10') for any portion of a dwelling exceeding one story in height and a minimum area of seven hundred fifty (750) square feet, uncovered, on the rear one-third (1/3) of the lot.

(1) For multiple-family residential projects, no vehicle parking facilities or driveways required by article twenty two of this appendix shall be permitted to occur in the required seven hundred fifty (750) square foot open space.

(2) The required side yards occurring upon the rear one-third (1/3) 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 (1/3) of the lot.

(3) Open space which provides a minimum dimension of ten feet (10'), exclusive of setbacks, all parking, driveways or other designated use and is provided other than on the rear one-third (1/3) 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 (1/3) of the lot.

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

C. For general provision and exceptions, see article twenty six of this appendix. (Ord. 1198, 5-6-1980; Ord. 1293, § 1, 12-20-1983)
INITIATE PREPARATION OF FINDINGS FOR A ZONE CHANGE ON RECENTLY ANNEXED PROPERTY

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

On August 2, 2006 the Porterville City Council voted to approve the Prezoning and Mitigated Negative Declaration, which was prepared by Quad-Kopf, for the first phase of city Initiated Island Annexations. The annexation process was completed and officially became part of the City of Porterville on March 3, 2006.

Prezoning maps prepared for Annexations 458 & 459 identified incorrect prezoning, which resulted in bringing two areas consisting of four properties into the city with incorrect zoning based on the existing land uses.

The two areas of concern, include a single property on West Morton Avenue that was pre-zoned to R-1 (Single Family Residential) that is currently developed with a Mini-Mart. The other three properties located on the southwest corner of West Morton Avenue and North Salisbury Street, each contain a single family home and were pre-zoned C-1 (D) – Neighborhood Commercial- Design Review Overlay. The current General Plan would have allowed the two properties to be prezoned correctly to their existing use on the property if not for that incorrect classification.

Although these two areas were recently identified by staff and were under consideration to be clarified after the General Plan update process, the city was recently contacted by an individual who is proceeding to purchase one of these properties for development of single-family homes. The existing C-1 (D) zoning classification would preclude this from occurring.

The prospective owner of the property has been kept aware of Staff's intentions to take this circumstance before the City Council for rezoning. Under normal circumstances, prezoned property that has been annexed is restricted from a zone change for two years following annexation. However, the City Council, if it makes the findings that a substantial change has occurred in circumstances, could, under Government Code Section 56375 (e) rezone the property without the two-year restriction.
Government Code section 56375(e) Reads as follows:
To approve the annexation of unincorporated territory consistent with the planned and probable use of the property based upon the review of general plan and prezoning designations. No subsequent change may be made to the general plan for the annexed territory or zoning that is not in conformance to the prezoning designations for a period of two years after the completion of the annexation, unless the legislative body for the city makes a finding at a public hearing that a substantial change has occurred in circumstances that necessitate a departure from the prezoning in the application to the commission.

If Council so directs, staff will prepare draft findings to support the necessary zone change.

RECOMMENDATION: That the City Council:

1. Direct staff to prepare the approved findings and initiate the process to rezone the property.

ATTACHMENTS:

1. Zoning/Land Use Map
ANNEXATION 458 (AREA B) – PROPOSED ZONING

City of Porterville
Initial Study and Mitigated Negative Declaration
Pre-Zoning and Annexation of Twelve Unincorporated “Islands”

June 2005
CITY COUNCIL AGENDA: JANUARY 16, 2007

SUBJECT: APPROVAL FOR TRAVEL

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The City has submitted an application to the U.S. Department of Commerce Economic Development Administration (EDA) for grant funding in the amount of $150,000 to assist with the planning for entrepreneurial training and business incubator development. Council approved the grant submittal during the City Council meeting dated June 6, 2006.

The grant proposal will be considered at the EDA headquarters in Seattle, Washington on February 5, 2007. Our EDA representative recommends that applicants for each jurisdiction be present in Seattle to present their proposals. The presentation allows for the opportunity to discuss the project and the community in detail and demonstrate the need for funding assistance beyond the information that is contained in the grant proposal.

A presentation team consisting of three (3) staff members and two (2) representatives from partner agencies is being proposed to travel to Seattle, Washington for the presentation. The cost for the trip is estimated to be a total of $4,000. Funding for this travel has not been identified in the budget and, therefore, an appropriation adjustment is necessary to finance the travel.

RECOMMENDATION: That City Council approve travel to Seattle, Washington for the presentation of the City’s Economic Development Administration grant proposal and approve a budget appropriation of $4,000 from unallocated reserves to finance the travel.
SUBJECT: APPOINTMENT TO LIBRARY BOARD OF TRUSTEES

SOURCE: Parks and Leisure Services Department

COMMENT: The City Council announced the vacancy on the Library Board of Trustees at the September 19, 2006 meeting, and the opportunity for interested City residents to submit a completed 'Request for Appointment' form with a deadline of 5:00 p.m. October 10, 2006. A press release was issued to assist in making the public aware of the community service opportunity. No responses were received. City Council at their October 17, 2006 meeting approved a time extension until 5 p.m. October 31, 2006 for prospective applicants to submit a 'Request for Appointment' form. Staff submitted another press release announcing the vacancy.

Vikki A. Cervantes, 101 Brightwood Court, Porterville submitted a 'Request for Appointment' on December 19, 2006 expressing her interest and desire to serve the community as a Porterville Library Board of Trustee.

RECOMMENDATION: That the City Council appoint Vikki A. Cervantes to the Porterville Library Board of Trustees to a term expiring in October, 2009.

ATTACHMENTS: Request for Appointment
Name: Vikki A. Cervantes

Appointment to: City of Porterville Library Board

Street Address: 101 Brightwood Court

Mailing Address: Porterville, CA 93257

Name of Business: ____________________________

☐ Own    ☑ Operate

Business Address: ____________________________

Telephone: Home 559-781-5374
            Work 559-685-2341
            FAX
            E-mail vikki.cervantes@sjvls.org

City of Porterville resident:    Registered Voter:  
☑ Yes    ☑ Yes
☐ No    ☐ No
Qualifications: I have over eleven years of public library experience and will complete my MLIS degree from San Jose State University in August, 2007. I have worked my way from a Library Assistant, to supervising a library staff of eight. I spent my childhood utilizing the Porterville public library and plan to spend my adult life giving back to my community, and to the library that influenced me so much as a child, and continues to do so today.

I understand the great organizational skills and talents required to operate a library and know that my experience with the City of Porterville as a Library Assistant and with the City of Tulare as a Librarian will be valuable to the Porterville Library Board. I have great experience with the public, the Horizon database, City/library policy and procedures, coaching and mentoring.

☐ Resume attached
☐ Letter of request attached

Submitted By: [Signature] 12/19/06
Date

Received by: [Signature]

Forwarded to: City Clerk  ☐ Date:____________________________________
City Council  ☐ Date:____________________________________
City Manager  ☐ Date:____________________________________
Applicable Dept.  ☐ Date:____________________________________

Tentative Council Mtg Date:____________________________________
101 Brightwood Court  
Porterville, CA 93257  
vikki.cervantes@sjvls.org  
559-920-0033

December 18, 2006

City of Porterville  
c/o Library Board  
291 N Main Street  
Porterville, CA 93257

Dear Mayor and City Council,

RE: City of Porterville Request for Appointment to Library Board

I am a long time resident of Porterville. The Public library was influential in my upbringing, as evident in my choice of career. I have strong community ties and have a great network of working professionals who are also Porterville natives. It would be a profound experience for me to become involved in the community serving as a board member of the library.

With over eleven consecutive years in public library service I would be an asset to the City of Porterville Library Board. My current position as a Librarian with the City of Tulare has strengthened my connections with various jurisdictions in the San Joaquin Valley Library System (SJVLS). I work closely in collaboration with the SJVLS administrative office managing my Jurisdiction System Administrator (JSA) responsibilities. As chair of the Collection Development Committee I uphold communication with the Director of the SJVLS, as well as the webmaster and tech support personnel from the administrative office.

Public libraries make crucial contributions in literacy and youth development, which build strong communities. I am a firm advocate of public libraries and of the services that they provide. I am fully committed to preserving the future of library service, which is why I feel it is essential to be an active member of the Library Board. I look back at the positive impact public libraries had on my life and the opportunities they have provided me personally, academically and professionally. I am excited about leading the way of future public library service and am confident that I have much to offer to the Library Board as well as the community.

Please feel free to contact me should you need additional information or to schedule a meeting.

Sincerely,

Vikki A. Cervantes
Enclosure
Vikki A. Cervantes

101 Brightwood Court
Porterville, CA 93257

559-920-0033
vikki.cervantes@sjvls.org

OBJECTIVE: Appointment as a member to the City of Porterville Library Board.

SUMMARY: • Development/Implementation of Collection Development Policy
• Tulare City Jurisdiction System Administrator (JSA) for San Joaquin Valley Library System (SJVLS)
• More than eleven years of public library service

EDUCATION: Master of Library and Information Science, August 2007
San Jose State University, San Jose, CA

Bachelor of Art, October 2004
Chapman University, Visalia, CA

EXPERIENCE:

City of Tulare Librarian 12/2002 - Present

In a supervisory role I manage a staff of eight; this includes new employee orientation and training on our Horizon database, City/library policy and procedures, coaching and mentoring. I develop performance appraisals and manage all public relation issues including reference questions and grievance procedures. I manage acquisitions of print and audio visual materials. I maintain contact with vendors for Electronic and Information Technology (E&IT), as well as insure optimum operation of all library computerized equipment.


I conducted tours, provided assistance to patrons with various services including reference and computer lab questions, fine collection, and general public relations duties. I participated in significant programs such as weekly Storytimes, Young Adult Programming (ages 11-17), Children’s Services Committee for SJVLS, and the annual summer reading program activities. I also developed press releases for the Porterville Recorder to promote activities at the library.

ACTIVITIES: • Chair of the San Joaquin Valley Library System Collection Development Committee
• Memberships:
  • California Library Association (CLA)
  • American Library Association (ALA)
  • Public Library Association (PLA)
  • Library Administration and Management Association (LAMA)
  • American Cancer Society

References Available Upon Request
SUBJECT: SUBMISSION OF QUARTERLY FINANCIAL/BUDGET REPORTS

SOURCE: Administrative Services

COMMENT: Quarterly Portfolio Summaries and Interim Financial Status Reports are required to be submitted to the City Council by the thirtieth day following the end of each quarter. It has been the practice to present these reports to the Council at the second meeting in January, April, July and October of each year. It has now become very difficult to meet the shortened time frame, as more than two weeks is needed in order to provide accurate, updated figures.

Staff is proposing to provide the City Council the required financial information by the thirtieth day of the month following the end of each quarter, as required by statute. The information will also be posted for public review. The information will then be presented at the next available, regular Council meeting. This process is also proposed for the quarterly budget review, which is done at the same time as the first financial reports.

RECOMMENDATION: That City Council approve the recommended change in submittal of the Quarterly Portfolio Summary, Interim Financial Status Report, and Quarterly Budget Review from the second meeting in January, April, July and October of each year to submittal to the Council by the thirtieth day of the month following the end of each quarter, with the report being on the following agenda.

Item No. 13
SUBJECT: ADOPTION OF RESOLUTION SEEKING A SURFACE WATER MITIGATION RESOLUTION IN THE SAN JOAQUIN RIVER SETTLEMENT TO ADDRESS SURFACE WATER LOSS IN THE CENTRAL VALLEY

SOURCE: Administration

COMMENT: Mayor Hamilton and Mayor Pro Tem Martinez attended an update meeting in Visalia on the San Joaquin River Mitigation and loss of water to the Friant Kern. At that meeting it was proposed the local agencies adopt the draft resolution supporting remedial measures consisting of San Joaquin River Mitigation Measures to support replacement of Friant Kern water lost to the San Joaquin River restoration.

Our Council representatives have asked that this item be placed on the January 16, 2007, agenda for Council consideration and adoption.

Recommendation: That Council adopt the proposed resolution, and provide certified copies to the Tulare County Board of Supervisors as requested.

Attachment: Draft Resolution
RESOLUTION NO. __-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE SEEKING A SURFACE WATER MITIGATION RESOLUTION IN THE SAN JOAQUIN RIVER SETTLEMENT TO ADDRESS SURFACE WATER LOSS IN THE CENTRAL VALLEY

WHEREAS, as elected representatives in the Friant service area, we are concerned regarding implementation of the San Joaquin River Settlement. Speaking bluntly, the impact of this settlement represents a significant economic and environmental challenge to our communities. Any mitigation plan that does not address the loss of surface water will prove disastrous to both Valley residents and the environment; and

WHEREAS, we in no way oppose the efforts of settling parties to resolve the San Joaquin River dispute. There are serious outstanding issues that must be addressed. While we understand that it may not be possible to legislate a specific solution to lost surface water supplies, it is essential that any legislation implementing this agreement contain language that requires abatement of those losses. In short, water replacement must occur in some manner or another; and

WHEREAS, the Settlement Agreement contains no concrete plans to address the water losses. Indeed, in terms of surface water replacement, we find only the assurances of the settling parties that they intend to deal with the problem; and

WHEREAS, there are serious implications associated with the unmitigated loss of surface water supplies in the Central Valley. The City of Lindsay receives more than 60 percent of its municipal water supply from the Friant system, while the community of Strathmore and the City of Orange Cove depend entirely on Friant water. Likewise, the City of Fresno, the sixth largest city in California, receives 40 percent of its water supply from the Friant; and

WHEREAS, lost surface water will force us to increase pumping from groundwater aquifers. Many of the Valley cities and communities rely solely on ground water for their municipal supply, including the cities of Porterville, Dinuba, Exeter, Farmersville, Tulare, Visalia, and Woodlake. For this reason, changes need to be made to the Settlement implementation legislation before it becomes law to address the "human" impacts; and

WHEREAS, the inevitable reality that groundwater supplies would be over utilized as a result of this agreement should be carefully considered by Congress. Not only because of the environmental problems that would follow, including saline and nitrate contamination, but also because Congress would be turning back an economic and environmental decision that was deliberately made by our predecessors to address regional water reliability. It is important to note that one of the primary reasons for Friant's construction was to address ground water depletion due to over pumping in the 1920's and 1930's; and

WHEREAS, the demand for quality water to meet the growing demands of urban, agricultural and environmental uses in the San Joaquin Valley now means that the Valley currently
experiences a severe water supply deficit that will only grow if the Settlement Agreement is implemented without any mitigation for water supply losses.

WHEREAS, any changes to water deliveries from Friant, absent mitigation, will undermine the very foundation of economic success and prosperity in the Central Valley. We cannot afford to make such a choice and must instead work together to improve the agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Porterville urges federal legislators to work toward including a solution in the San Joaquin River Settlement legislation that addresses losses in surface water

ADOPTED this _____ day of January, 2007.

______________________________________
Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

______________________________________
By: Georgia Hawley, Chief Deputy City Clerk
SUBJECT: MAYOR HAMILTON AND MAYOR PRO TEM MARTINEZ TRIP TO WASHINGTON D.C. FOR SAN JOAQUIN RIVER SETTLEMENT MEETINGS

SOURCE: City Manager

COMMENT: Elected representatives in the Friant service area are traveling to Washington D.C. for the purposes of meeting with federal legislators and officials concerning the implementation of the San Joaquin River Settlement, and the impact the settlement represents in significant economic and environmental challenges to the Tulare County community in losses of surface water and groundwater supplies. It has been recommended that Mayor Hamilton and Mayor Pro Tem Martinez join this delegation in Washington D.C. to represent the interests of the City of Porterville.

The trip would occur on 28 January and would last approximately four (4) days. The approximate cost for the City representatives to travel with this delegation is $2,785.

It is important that the City of Porterville participate in these meeting discussions to assure that a mitigation plan that addresses the loss of surface water and groundwater is implemented in the Settlement legislation before it becomes law.

RECOMMENDATION: Authorize the travel of the Mayor and the Mayor Pro Tem to Washington D.C. with the Friant service area delegation, and authorize the expenditure of city monies to support the trip.

ATTACHMENT: None
COUNCIL AGENDA: JANUARY 16, 2007

SUBJECT: AMENDMENT NO. 1 TO MODIFIED EMPLOYMENT AGREEMENT - CITY MANAGER

SOURCE: CITY ATTORNEY

COMMENT: Per direction from the City Council, attached is Amendment No. 1 to the Modified Employment Agreement for the City Manager.

RECOMMENDATION: The City Attorney and staff make the following recommendations:

1) That the Council review and approve Amendment No. 1 to the Modified Employment Agreement.

Attachments: 1) Amendment No. One to Modified Employment Agreement Between the City of Porterville and John R. Longley, Jr.
AMENDMENT NO. 1 TO MODIFIED EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND JOHN R. LONGLEY, JR.

WHEREAS, the City of Porterville, hereinafter referred to as “City,” and John R.
Longley, Jr., hereinafter referred to as “City Manager,” originally entered into an employment
agreement dated January 14, 2002, and a subsequent amendment was executed on August
19, 2003;

WHEREAS, on March 15, 2005, the parties entered into a Modified Employment
Agreement; and

WHEREAS, the evaluation process for the City Manager has been completed in
accordance with the terms and conditions of said Employment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the
parties agree to an Amendment to his Modified Employment Agreement as City Manager for
the City of Porterville, as follows:

Section 2. Term of Service (Effective Date and Notice Provisions)

This Amendment is effective January 1, 2007. Before voluntarily resigning his position,
the City Manager agrees to give the City Council at least thirty (30) days notice in writing of his
intention to resign stating the reasons therefor. All other terms and provisions of Section 2 of
the Modified Employment Agreement dated March 15, 2005 remain in full force and effect.

Section 5. Regular Benefits

This section of the Modified Employment Agreement is clarified concerning the
retirement system contributions as applied to management employees and as related to the
City Manager. In conformity with the City Council’s prior action authorizing department directors
to pay their own PERS contribution and providing an increase in salary as an offset, the City
Manager shall receive the same salary adjustment (in the amount of the PERS employee share
percentage contribution) as an offset. All other terms and provisions of Section 5 remain in
effect.
Section 6. Supplemental Benefits

The City agrees to continue the annual allocation of $5,000.00 per year deferred compensation (years credit for prior military service), as set forth in Section 6.c. of the Modified Employment Agreement, through the next contract year. The City Manager is also authorized to enroll in a second tier continuing education program through the University of Virginia in 2007, subject to budgetary approval by the City Council. The City Manager shall be entitled, in conjunction with the issuance to him of a laptop computer per Section 6.i., to install programs that will assist the City Manager with regard to his nonprofit volunteer efforts. All other terms and provisions of Section 6 not inconsistent with these modifications remain in effect.

Section 8. Automobile

This section is amended to immediately authorize the City Manager to begin receiving the specified vehicle allowance ($400.00 per month) upon City Manager's purchase and commencement of use of his own vehicle.

All other terms of the Modified Employment Agreement dated March 15, 2005, not inconsistent with this Amendment, remain in full force and effect.

DATED this ______ day of ____________________, 2007.

"CITY" "CITY MANAGER"

___________________
Cameron Hamilton, Mayor

___________________
John R. Longley, Jr.

ATTEST: ____________________
Chief Deputy City Clerk

APPROVED AS TO FORM:

___________________
Julia M. Lew, City Attorney
EMPLOYMENT AGREEMENT

MODIFIED EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND JOHN R. LONGLEY, JR.

WHEREAS, the City of Porterville, hereafter referred to as “City”, and John R. Longley, Jr., hereinafter referred to as “City Manager,” have previously entered into an employment agreement dated January 14, 2002; and

WHEREAS, said employment agreement was amended on August 19, 2003;

WHEREAS, the City of Porterville, hereafter referred to as “City”, desires to continue to employ the services of John R. Longley, Jr., hereinafter referred to as “City Manager”, as City Manager of the City of Porterville as provided by Section 17 of the Charter of the City of Porterville;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the City Manager; and

WHEREAS, it is the desire of the City Council to:

1. Secure and retain the services of the City Manager and provide inducement for him to remain in such employment;

2. To make possible full work productivity by assuring the City Manager's morale and peace of mind with respect to future security; and

3. To provide a just means for terminating the City Manager's services at such time as he may be unable to discharge his
duties or when the City may desire to otherwise terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to enter into this Modified Employment Agreement, as follows:

Section 1. Compensation

Commencing January 1, 2005, and thereafter, City agrees to employ and pay the City Manager at the rate of the sum of $10,167.00 per month as compensation for the retention of the above mentioned services, and such compensation thereafter as the City Council may, from time to time, determine; provided that, at a minimum, after the first year of this Agreement, the City Manager shall receive an annual percentage increase equal to the average cost of living adjustment awarded to other City employees for the preceding year; and provided further that City Manager may additionally request, on or about December 1 of each year (commencing on December 1, 2005), a performance based salary increase not to exceed five percent (5%) which the City Council may approve in whole or part within thirty (30) days of receipt of such request, after first conducting a written evaluation of City Manager’s work performance of the prior year. Said compensation shall be paid at the same times and in the same manner as other employees of the City are paid.

Section 2. Term of Service

The City Manager's term of employment shall be through June 30, 2008.
Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, provided that such termination shall be subject to the provisions of Section 3 hereinbelow. The City Manager may be removed by a four fifths (4/5) vote of the total City Council members. Before voluntarily resigning his position, the City Manager agrees to give the City Council at least three (3) months notice in writing of his intention to resign stating the reasons therefore. It is specifically noted and agreed that City Manager’s employment with the City is in an “at will” capacity and as such, he may be terminated at any time, with or without cause. Any termination of City Manager shall be made by giving him written notice thirty (30) days in advance. Upon receipt of such notice, City Manager shall have the right to request the reasons for such termination be specified in writing and shall further have the right, if he so requests, to address the City Council, in a closed session, regarding his termination. Any such written explanation of the reasons provided for termination shall be a confidential communication between employer and employee and shall not be disclosed to third parties.

Section 3. Severance Pay

In the event of involuntary separation of the City Manager, he shall be entitled to receive a lump sum payment as and for severance pay in an amount equal to six (6) months salary. In addition to any such salary, the City Manager shall be paid any other monies which would be due to a City employee upon termination of employment with the City.
Notwithstanding the above provisions of this Section, in the event the City Manager is terminated and a court of competent jurisdiction finds and determines that he is guilty of an illegal act involving moral turpitude or personal gain, then, in that event, City shall have no obligation to pay the aggregate severance sum designated hereinabove in this Section.

Section 4. Dues, Travel and Conferences

The City hereby agrees to annually budget and allocate sufficient funds to pay for the dues and expenses of the City Manager's necessary travel and living while representing the City at the Annual International City/County Management Association Conference, the Annual League of California Cities Conference, conferences of the City Manager's Department of the League of California Cities and conferences or meetings of state committees or commissions upon which the Manager serves as a member, said membership on said committees or commissions being subject to the approval of the Council, and for such other official conferences, meetings and/or travel as are reasonably necessary for the City Manager to carry out his professional responsibilities as the appointed executive of the City. The City Manager is specifically authorized to participate in the Sister City La Barca visit currently scheduled for 2005, and is further authorized to utilize aircraft traveler mileage.

Section 5. Regular Benefits

All provisions of the City Charter and Code and Rules and Regulations of the City relating to vacation, sick leave, retirement and pension system contributions, holidays and
other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the City Manager as they would to other management employees of the City, in addition to any other benefits enumerated herein specifically for the benefit of the City manager, except as otherwise provided in this Agreement.

Section 6. Supplemental Benefits

In addition to the regular benefit provided for in Section 5 hereinabove, the City Manager shall be entitled to the following supplemental benefits:

a. He shall immediately receive credit for accumulated sick leave in the amount of thirty (30) days upon commencement of his employment (January 14, 2002);

b. He shall be enrolled in the PERS retirement system and the City shall pay both the employer's and the employee's required contributions to said Program;

c. If eligible and authorized by PERS, he shall be eligible to receive up to four (4) years credit for prior military service under the PERS system and City shall pay the cost of acquiring said years of credit, up to a maximum of Five Thousand Dollars ($5,000.00) per year up to a maximum of Twenty Thousand Dollars ($20,000.00); provided that any additional cost beyond this contribution shall be the responsibility of the City Manager personally;

d. He shall be entitled to participate in the University of Virginia's Senior Executive Institute Advisory Committee. The City Manager is also authorized to enroll in a second tier continuing education program through
the University of Virginia in 2006, subject to budgetary approval by the City Council.

e. He shall be entitled to participate in Civil Air Patrol activities, to the extent that said participation does not impair his ability to perform his job duties. Said participation shall be deemed not job related activities. In addition to other leave, he shall be authorized to use a 40 hour leave provision for Civil Air Patrol response and training.

f. He shall be provided, at City expense, a pager and a cellular telephone; provided that he shall be available and accessible to City Council members by means of these communication devices seven (7) days a week, twenty four (24) hours a day, unless he has first otherwise notified the Council of his unavailability for an approved reason or basis;

h. The City Manager shall be entitled to receive an annual physical from the Sansum Institute, paid by the City.

i. The City Manager shall be entitled to receive a laptop computer for City use, provided a program is developed for the provision of such computers (with internet and e-mail capabilities and systems) to City Council Members and other appointed or designated officials, for City use. The costs for the laptops will be amortized over the remaining term of the official’s contract or the terms for the elected Council Members. If the official resigns, leaves or is otherwise removed from employment/office, for any
reason, and wishes to retain the laptop, he will be responsible for paying the balance owed for the remainder of his contract/term.

**Section 7. General Expenses**

The City recognizes that certain expenses of a non-personal job related nature will be incurred by the City Manager while on City business. Such expenses include, but are not limited to, meals with potential tenants, developers, representatives of businesses interested in locating in the City, or already located in the City, and other federal, state and local agency officials. City agrees to reimburse or to pay said general expenses and the Finance Director is hereby authorized to disperse such money upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Such receipts and supporting documentation shall be made available to the Mayor and City Council, and the City Council may designate one of its members or another individual to audit the City Manager’s expenses.

**Section 8. Automobile**

The City Manager’s duties require that he shall have at all times during his employment with the City, an automobile for his use, personal and business. The City agrees to provide the City Manager with an automobile and fuel for said vehicle together with maintenance, repair and replacement of such an automobile at City expense, until the particular vehicle being used is no longer functional. At that time, the City Manager shall receive a vehicle allowance in the amount of $400.00 per month. This allowance shall not be considered part of City Manager’s salary for the purposes of PERS final compensation.
Section 9. Civic Club Membership

The City recognizes the desirability of representation in and before local civic and other organizations and the City Manager is authorized to become a member of such club(s) and organization(s). City shall pay related and reasonable expenses thereto and allow City Manager to participate on City time.

Section 10. Other Terms and Conditions of Employment

The parties shall, by amendment to this Agreement, fix such other terms and conditions of employment from time to time as may be determined relating to the performance of the City Manager of the City, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or City Charter.

Section 11. Annual Evaluation

The City Manager's performance and compensation shall be evaluated on an annual basis on or about the month of December by the City Council. Said evaluation process shall include written goals and objectives for the City Manager being set for the next year by the City Council.

Section 12. Special Review of Issues

The City Manager is authorized to engage and supervise a consultant, for an amount not to exceed $15,000.00, to review the status of management team development within the City organization. The process will involve a review through meetings, interviews and possible testing. A analysis will be prepared with recommendations copied to the City Council, and training may be required.
Section 13. Residency

The City Manager shall be permitted to specify and maintain 848 So. Chess Terrace as his residence. City Manager shall pay continue to pay $250.00 per month until the estimated amount needed for annexation has been collected ($6,000.00). If the City Manager is terminated prior to January 31, 2007, the time estimated for the commencement of annexation proceedings, the $6,000.00 paid by the City Manager shall be refunded to City Manager. If City Manager voluntarily resigns his position, he shall not be entitled to a refund of the funds paid.


This Agreement modifies and replaces the Employment Agreement dated January 14, 2002, and any Amendments thereto executed and/or approved prior to January 1, 2005. If a provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable, shall not be affected and shall remain in full force and effect.

DATED this 15th day of March, 2005.

"CITY"

[Signature]

MAYOR of the City of Porterville

ATTEST: [Signature]

City Clerk and Clerk of the Council of the City of Porterville

APPROVED AS TO FORM:

[Signature]

City Attorney
SUBJECT: INITIATION OF PRELIMINARY PROCEEDINGS AND RESOLUTION OF APPLICATION FOR ANNEXATION NO. 471

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: In accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the City Council may authorize filing of the necessary application and proposal for presenting Annexation No. 471 to the Local Agency Formation Commission (LAFCo) for its review and approval.

Annexation 471 (inhabited – twelve (12) registered voters or more) proposes the incorporation of 18.54± acres of land into the City of Porterville. The subject area is generally located at the southeast corner of East Olive Avenue and Leggett Street.

The project area includes an existing subdivision tract of 59 homes, commonly known as Fairways Tract, which was originally constructed in the 1940s. The homes are currently provided water through a private water system, known as the Fairways Tract Mutual Water Company, which is owned and operated by property owners in the tract. The homes are currently connected to sewer provided by the Porter Vista Public Utilities District. The purpose for the annexation is to facilitate an opportunity for the Fairways Tract Mutual Water Company (Company) to receive a loan from the State Revolving Fund, Safe Drinking Water Program. The State Revolving Fund has approved a pre-application for the project, but the Company must continue the process in order to be approved for the construction funding, which would amount to approximately $410,000. The loan application lists Fairways Tract Mutual Water Company and the City of Porterville as joint applicants. This applicant status serves to provide the City of Porterville with the authority needed to move forward with the operation of the water system and to be involved with the improvements needed; the Company will hold responsibility to prepare all application materials for City Staff’s review and input.

The problem, which would be resolved upon completion of the project, is that the existing water distribution system is deteriorated and prone to failures, and test results in the project area indicate high nitrate levels in the source groundwater; it is largely due to the excessive nitrates that the proposed project is a prime candidate for the SRF funding. The proposed solution is multi-faceted. Upon approval of funding from the State Revolving Fund, LAFCo will consider the Fairways Tract annexation. It is important to note that if for an unforeseen reason the funding is not allocated to the project, the annexation will not be recorded. However, in order to complete the

[Signature]

APPROPRIATED/FUNDED  CM  ITEM NO. 17
loan application process, the annexation must be moving forward toward completion. Once LAFCo approves the annexation, the Company will begin construction on the new system. The applicant's engineering team has met with City Staff and the Project Review Committee regarding necessary infrastructure improvements, and those conditions will be upheld as part of the project.

Current water lines are located in the rear yards of some residences, and therefore to replace the pipes in the same location is impractical. The existing 4" and 6" steel water lines will be abandoned and new 8" PVC water lines will be constructed in the road right-of-way. The change in size will accommodate a higher water pressure in order to meet City standards. The increased pipe size is not expected to increase capacity. The existing wells will be sealed and abandoned; one of the two wells onsite is non-operational but would still require formal abandonment.

In addition to replacement of the water lines throughout the project area, proposed improvements include addition of ¼ inch water meters for each residence and fire hydrants at 500-foot intervals throughout the project area. The new water distribution system will be integrated into and made part of the City of Porterville's water distribution network. The new system will be operated and maintained by City Staff. The $410,000 loan obtained to make the improvements will be repaid by an assessment on the properties within the Fairways Tract. If the project is not approved by Council as proposed, the Company will still need to seal and abandon the wells, replace significant portions of the water distribution system, and purchase water from the City of Porterville. The annexation simply allows the Company to qualify for funding to make the necessary improvements, and simplifies the overall process.

The subject area is located within the Urban Improvement Area Boundary. The Porterville General Plan designates this site for Low Density Residential uses. Upon consummation of the proposed annexation, the subject site will automatically be zoned City R-1 (One-Family Residential) Zone pursuant to Section 110 A-4 of the Porterville Zoning Ordinance and in support of the General Plan.

The Assessor's roll indicates that approximately 91± property owners are assessed to the 59 lots. Consent from approximately 67%± of the property owners has been given and no consents from the remaining 33%.

The subject site is not located in an agricultural preserve.

Pursuant to Section 15319 of the California Environmental Quality Act (CEQA), the proposed annexation is categorically exempt as the area is fully developed.

A condition has been added to the resolution that basically states that prior to having the annexation recorded, the new water system shall be in place and approved by the City Council.
RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

1. Annexation No. 471 Map

2. Notice of Exemption

3. Draft Resolution authorizing initiation of preliminary proceedings and filing of the necessary application with LAFCo
NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk
County Civic Center
Visalia, CA 93291

FROM: City of Porterville
291 N. Main Street
Porterville, California 93257

Jim Pinney
Fairways Tract Water Company
P.O. Box 1953
Porterville, CA 93258

Annexation 471
Project Title

Generally the southeast corner of West Olive Avenue and Leggett Street.
Project Location (Specific)

City of Porterville
Tulare
Project Location (City) Project Location (County)

Proposed initiation for Annexation 471 (Fairways Tract Subdivision) consisting of 19± acres developed with single-family residential dwellings.
Description of Nature, Purpose, and Beneficiaries of Project

City of Porterville
Name of Public Agency Approving Project

Jim Penney, Fairways Tract Water Company, P.O. Box 1953, Porterville, CA 93258
Name of Person or Agency Carrying Out Project

Exempt Status: (Check One)

—— Ministerial (Section 15073)
—— Declared Emergency (Section 15071 (a))
—— Emergency Project (Section 15071 (b) and (c))
—— X Categorical Exemption. State type and section number: 15319

Annexation of Existing Facilities
Reasons why project is exempt

Bradley D. Dunlap, AICP, Community Development Director
Contact Person

If Filed by Applicant:

1. Attached certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the Project? Yes:

Date Received for filing: ____________________________

Signature

Community Development Director

U/NoticeExemptAnnex471
RESOLUTION NO.________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA
MAKING APPLICATION FOR CHANGE OF ORGANIZATION OF TERRITORY KNOWN AS ANNEXATION NO. 471

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

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

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

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

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

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

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

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

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

D. Pursuant to 15319, (Annexations of existing facilities) the proposed annexation is categorically exempt from the California Environmental Quality Act (CEQA).

E. The subject site is an inhabited annexation and is not located within an agricultural preserve.

F. The Assessor’s roll indicates that approximately 91± property owners are assessed to the 59 lots. Consent from approximately 67%± of the property owners has been given with no consents from the remaining 33%.

G. That the subject site consists of 18.54± acres developed with single-family residential dwellings.

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

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

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

K. Prior to the recordation of the annexation, the new water system shall be fully functional, constructed in accordance with City standards and specifications and system improvements accepted by the City Council.
L. It is hereby requested that proceedings be taken for the change of organization proposed herein.

2. The annexation will not take affect until water system improvements are completed and accepted by the City.

3. The City Clerk (or other official) of the City of Porterville is hereby authorized and directed to file a certified copy of this resolution with the Executive Officer of the Local Agency Formation Commission of the County of Tulare, State of California.

______________________________
Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

By __________________________
Georgia Hawley, Chief Deputy City Clerk
LEGAL DESCRIPTION
(Fairways Tract Annexation)

That certain real property situated in the Northwest Quarter of the Northwest Quarter of Section 31, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, County of Tulare, State of California, according to the official plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of section 31; thence

A. South 00° 00' 00" East a distance of 30 feet, along the westerly line of said Section 31, to a point on the westerly prolongation of the southerly right of way line of Olive Avenue, said point also being an angle point in the existing City Limit Line, and the True Point of Beginning; thence

1) North 89° 46' 00" East, a distance of 665.70 feet, along the existing City Limit Line, and southerly right of way line of Olive Avenue, to a point on the southerly right-of-way line of Olive Avenue, and the westerly line of the Porterville Cemetery District, said point also being an angle point in the existing City Limit Line; thence

2) South 00° 08' 30" West, a distance of 435.00 feet, along a portion of the westerly limit line of the Porterville Cemetery District, to the Southwest Corner of the Porterville Cemetery District; thence

3) North 89° 46' 00" East, a distance of 660.00 feet, parallel to, and 465.00 feet south of the existing City Limit Line; thence

4) South 00° 08' 30" West, a distance of 394.10 feet, to the Southeast Corner of Tract 74, as recorded in Volume 19 of Maps, at Page 118, Tulare County Records; thence

5) North 90° 00' 00" West, a distance of 633.64 feet; thence

6) South 00° 00' 00" East, a distance of 50.00 feet; thence

7) North 90° 00' 00" West, a distance of 280.00 feet, along the southerly right of way line of Isham Street; thence

8) North 00° 00' 00" West, a distance of 50.00 feet, to a point along the easterly prolongation of the northerly right of way line of Isham Street, said point also being an angle point in the existing City Limit Line; thence

9) North 90° 00' 00" West, a distance of 420.00 feet, to a point on the westerly line of Said Section 31, said point also being the Southwest Corner of said Tract 74, and an angle point in the existing City Limit Line; thence

10) North 00° 00' 00" East, a distance of 823.70 feet, along the existing City Limit Line, to the True Point of Beginning

Containing 18.54 +/- acres

END OF DESCRIPTION

EXHIBIT "A"
CITY COUNCIL AGENDA: JANUARY 16, 2007

PUBLIC HEARING- CONTINUED

SUBJECT:  ENNIS ESTATE 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. 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 February 6, 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 February 6, 2007 meeting.

DD  Appro/Funded  CM  Item No. 18
SUBJECT: REQUEST TO CONTINUE PUBLIC HEARING - "C" STREET VACATION
(SANSOME PACIFIC PROPERTIES, INC. – DAVID McDOWELL)

SOURCE: Public Works Department – Engineering Division

COMMENT: City Council set January 16, 2007 as the date to hold a Public Hearing for the requested vacation of the northern portion of "C" Street between Vine Avenue and Olive Avenue. The developer, Sansome Pacific Properties, Inc. is the requesting developer and has asked that City Council postpone the Public Hearing to an unknown future date. The developer would like the Public Hearing to be held after the proposed development project is formally reviewed by the Project Review Committee.

RECOMMENDATION: That City Council upholds the developer’s request by postponing the Public Hearing to a date after the proposed development project is reviewed by the Project Review Committee.

ATTACHMENTS: Exhibit ‘A’ - Map of Right of Way Abandonment
Exhibit ‘B’ - Legal Description
Proposed Development Plan
Developer Letter to Request Postponement
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.
January 9, 2007

City of Porterville
City Council via email: vschulz@ci.porterville.ca.us
291 N. Main Street
Porterville, CA 93257

RE: Public Hearing for the Abandonment of a Portion of “C” Street

The Honorable Mayor and City Council:

In accordance with the request of the City of Porterville staff, we hereby agree to the postponement of the Public Hearing previously scheduled for January 16, 2007 until such time as we are able to obtain approval from the Project Review Committee.

Thank you for your consideration of this matter. We look forward to working with the staff and CVS to complete the design and review process.

Sincerely,

Sansome Pacific Properties, Inc.

By: __________________________
   David G. McDowell
   Project Manager.

cc: John Longley, City Manager jlongley@ci.porterville.ca.us
Michael K. Reed, City Engineer mreed@ci.porterville.ca.us
Vicky Schulz vschulz@ci.porterville.ca.us
Baldo Rodriguez brodriguez@ci.porterville.ca.us
COUNCIL AGENDA - JANUARY 16, 2007

SUBJECT: SECOND READING - ORDINANCE NO. 1710, EXTENDING THE CABLE TV FRANCHISE

SOURCE: Administration/City Clerk Division

COMMENT: Ordinance No. 1710, 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, was given First Reading on December 19, 2006, and has been printed.

RECOMMENDATION: That Council give Second Reading to Ordinance No. 1710, waive further reading, and adopt said ordinance.

Attachment: Ordinance No. 1710

Item No. 20
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
SUBJECT: NEIGHBORHOOD WATCH PROGRAMS

SOURCE: Police Department

COMMENT: At the request of a City of Porterville Councilmember, the Police Department will be making a presentation with regard to the history and current status of Neighborhood Watch Programs.

RECOMMENDATION: Informational Only.
SUBJECT: HERITAGE CENTER “WALL OF FAME” NOMINATIONS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: In accordance with the Heritage Center “Wall of Fame” Placement Procedure adopted on December 19, 2006, two nominations have been received for consideration in the 2007 calendar year.

As indicated on the attached nomination forms, Frank “Buck” Shaffer has been nominated and is sponsored by Mayor Hamilton, and Carmen Martinez-Eoff has been nominated by Councilmember Hernandez and is sponsored by the Association of Mexican American Educators. Both individuals were nominated based on their considerable service and dedication to our community.

RECOMMENDATION: That the City Council consider the nominations of Mr. Shaffer and Mrs. Martinez-Eoff for placement on the Heritage Center “Wall of Fame”.

ATTACHMENTS: Nomination Forms

ITEM NO.: 22

[Signatures]
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: Franic "Buck" Shaffer

Description of Nominee's Community Involvement/Service Activities:

Educated Bond A Range City of Hope

etc.

Sponsor's Name(s): Cameron Hamilton

Telephone: 782 3644

Address: 255 N G

City/State/Zip: Porterville

Relationship to Nominee: Admirer

Nomination Submitted by:

Cameron Hamilton

Mayor/City Council Member Signature

Date: 11/5/07
HERITAGE COMMUNITY CENTER "WALL OF FAME"
NOMINATION/PLACEMENT REQUEST

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: Carmen Martinez Eoff

Description of Nominee's Community Involvement/Service Activities:

Member of Commission Honoring Mexican American
Member of A.M.A.E
Teacher Olive St School
Mentor

Sponsor's Name(s): Association of Mexican American Educators

Telephone: 285-6054

Address: 2410 W Garden Lane

City/State/Zip: Porterville CA 93257

Relationship to Nominee: Member & Friend

Nomination Submitted by:

Edwards Hernandez
Mayor/City Council Member Signature

Date: 1-08-07
COUNCIL AGENDA: JANUARY 16, 2007

SUBJECT: EVALUATION OF SKATEPARK RULES

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: During consideration of the Skateboard Facilities Ordinance last October the City Council requested that the Skatepark rules, as established by the Parks and Leisure Services Commission, should be evaluated by the City Council in three months. Many of the current rules are necessary to comply with State Codes, or to limit the City’s liability should users incur injuries. The Skatepark has now been open for three months with the rules posted and otherwise distributed for public information.

The rules have been enforced by the Police Department, primarily on a response to call basis. The Police Officers have used discretion, advising the users of the rules and requesting compliance when reasonable. When issued, citations have been dealt with through either juvenile court or adult traffic court. Statistics for Police response and actions up to the 41st day of the Skatepark use is provided as an attachment to this report.

The previous Council discussion indicated one point of concern being relative to allowing bicycles to utilize the Skatepark. After observing the Skatepark’s use for three months, staff is not aware of any need to modify the rules, or alter the provisions for bicycles.

RECOMMENDATION: That the City council evaluate the Skatepark Rules.

ATTACHMENT: Skatepark Rules
Skatepark Statistics

ITEM NO.: 23
CITY OF PORTERVILLE SKATEPARK
700 N. Newcomb Street

This park was built for you, the skaters. Take care of it and each other. If you want to keep the park, follow the rules and do not allow others to destroy your skatepark. Report vandalism, graffiti and aggressive behavior. Be aware, skateboarding is a hazardous recreational activity. Skate at your own risk. This is a non-supervised facility. Please keep your park clean from trash.

SKATEPARK RULES – These rules apply to skateboarding and bicycling

All users must wear a helmet, knee pads and elbow pads at all times when riding within the skatepark. Persons failing to do so will be subject to citation under City of Porterville regulations. (Porterville Municipal Code Sections 19-8, 19-46 and 1-9, and see Calif. Health & Safety Code Section 115800)

A parent or guardian must accompany anyone under 14 years of age.

All users must wear shirts while in the skatepark facility.

Spectators, portable/personal stereos, headphones, and animals are prohibited inside the skatepark facility.

Additional obstacles, toys, ramps and jumps, or other materials may not be brought into the skatepark.

All vehicles classified as skateboards, roller blades/in-line skates and skates propelled by human power and meeting the definitions prescribed in Section 18-61. of the Porterville Municipal Code are allowable for usage. Tricycles, unicycles, scooters, Razors, or motorized vehicles are not allowed.

Bicycles are permitted only from 9:00am to 11:00am, 2:00pm to 3:00pm, and 5:00pm to 7:00pm. Bikes must have peg protectors on their pegs. Skating is not permitted when bicycles are present.

This park will open from 8:00 A.M. until closure. City of Porterville “No Trespassing” Ordinance will be enforced after skatepark is closed.

Any person failing to comply with these rules and applicable Porterville Municipal Code will be subject to citation.

Non-emergency Police contact: (559) 782-7400       For Emergencies call 9-1-1       Parks & Leisure Services contact: (559) 782-7461
Skate Park Statistics thru November 27th

Total Responses: 141
Calls for Service: 24
Officer Initiated: 117

Citations Issued: 31 (all for city ordinance/no safety equipment)
Juveniles: 19
Adults: 11

Arrests: 14 (2 for graffiti/12 for trespassing)
Adults: 3
Juveniles: 11

Of the 31 citations and 14 arrests there has only been 1 repeat offender (a juvenile)

All C.O. cites are sent to Juvenile court in Visalia or Porterville Traffic Court for adults.

The graffiti arrests were adults and filed as felonies by the DA’s office.

Most of the juvenile trespassers were cited to T-bolt

* All trespassing arrests occurred prior to the opening of the park
SUBJECT: CONSIDER MASTER PLAN AND DESIGN SERVICES FOR BASEBALL FIELDS PROJECT AT HERITAGE CENTER SITE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Community Works Design Group has prepared a Master Plan for the Heritage Center site under the guidance and input of the Parks and Leisure Services Commission. The Commission has evaluated a budget level construction cost estimate and an approach to phase the initial construction. There is currently $624,000 of Section 108 funds budgeted for this project, of which approximately $500,000 is available for initial construction contract work, with a time limit for expenditure of December 31, 2007.

The Commission's recommended Master Plan provides for two Babe Ruth to College level baseball fields with lights, a concession/restroom building, pathways, hard courts and parking lot. The total construction cost for the Master Plan improvements is $3.5 million. The current design scope includes Master Plan preparation and final construction documents for baseball fields related improvements of an approximate $500,000 construction value. The Consultant's fee is not to exceed $43,550.00. An alternative is now proposed that will provide construction plans for full site improvements in a manner that will accommodate phased improvement construction as funding or donated services become available. The fee for this more expanded scope of design services would be a total of $75,185.00.

The Commission has provided recommendations for the City Council to approve the Master Plan and authorize design of full site improvements. The Commission further recommends that the construction documents be finalized for an initial phase of improvements within the funding presently available. The initial phase is proposed to be grading, irrigation, electrical system underground work, and landscaping for the southerly ballfield, with possible add alternate backstop or infield improvements. Staff supports the Commission's recommendations.

RECOMMENDATION: That the City Council consider the Master Plan and design services for the baseball fields project at the Heritage Center site, and:
1. Approve the Master Plan as recommended by the Parks & Leisure Services Commission, and;
2. Approve Addendum No. 1 to the Community Works Design Group Services Agreement, and;
3. Authorize preparation of final construction plans for full site improvements, with provisions for an initial construction phase to partially develop the southerly field.

ITEM NO.: 24
ATTACHMENTS:

Preliminary Master Plan
Preliminary Cost Estimate
Addendum No. 1 to Service Agreement
**BUDGET- LEVEL COST ESTIMATE**

**DATE:** 01/04/07  
**PROJECT:** PORTERVILLE HERITAGE CENTER SITE BALLFIELDS

<table>
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<th>DESCRIPTION</th>
<th>TOTAL PROJECT</th>
<th>SOUTHERLY BASEBALL FIELD</th>
<th>REMAINDER/PHASE 2</th>
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<td>DEMOLITION AND CLEARING</td>
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<td><strong>$1,096,924</strong></td>
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ADDENDUM NO. 1 TO
SERVICE AGREEMENT WITH
COMMUNITY WORKS DESIGN GROUP

1. This Addendum No. 1 to the Service Agreement is entered into by and between the City of Porterville ("CITY"), and Community Works Design Group ("CONSULTANT").

2. The Scope of Services of the Services Agreement, dated October 17, 2006 is expanded to include construction documentation preparation for full site improvements as illustrated on the Preliminary Master Plan dated November 30, 2006. The construction documents shall be prepared in a manner to accommodate multiple phases of construction, with the first phase of work to be related to the southerly baseball field.

3. The first sentence of Section 2, "Payment" to the Service Agreement is modified to read as follows:

   "In consideration for said services and materials, CITY shall pay to CONSULTANT on a time and material basis, not to exceed seventy five thousand one hundred eighty five dollars ($75,185.00)."

4. All other terms and provisions of the Service Agreement, not inconsistent with this Addendum, remain in full force and effect.

Executed on January 16, 2007 at Porterville, California.

Community Works Design Group

______________________________
Tim Maloney

City of Porterville

______________________________
Cameron J. Hamilton, Mayor
SUBJECT: PUBLIC IMPROVEMENTS AGREEMENT – RIVERWALK DEVELOPEMENT

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’), a site plan (Exhibit ‘C’), and assigns a construction cost to each of the parties involved (Exhibit ‘D’).

RECOMENDATION: 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 ‘D’ 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. 25
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  
Schedule I – Required Public Improvements  
Exhibit ‘A’ – Legal Description  
Exhibit ‘B’ – Public Improvement Plans  
Exhibit ‘C’ – Site Plan  
Exhibit ‘D’ – Obligations of the Developer and the City
PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of ________________ 2007, by and between the CITY OF PORTERVILLE, a municipal corporation ("City"), and ENNIS COMMERCIAL PROPERTIES, LLC ("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. A Site Plan identifying the major elements of the Project is attached as Exhibit C (the "Site Plan")

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 D.

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 site work improvements in accordance with the plans and specifications for such work described in Exhibit B and as set forth in Exhibit D.

(b) In connection with the adoption of this Agreement, City finds that the Fair Share City Cost to be paid for the Public Improvements represents the cost to make certain Public Improvements that are provided in the Circulation Element of the City’s General Plan and required to accommodate planned growth. The portion of the Public Improvements provided in the Circulation Element of the General Plan are collectively referred to herein as the "Planned Improvements."

(c) 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. Further, notwithstanding the above, the parties recognize that the Fair Share City Cost, which is being paid to Developer in consideration of construction of the Planned Improvements, represents payment to Developer of the cost of constructing Public Improvements that were planned prior to the date Developer applied for any approvals in connection with the Project, and were included in the City’s General Plan in order to accommodate growth in the area of the Project. City acknowledges that the Planned Improvements are not conditions to the approval of the Project and represent costs that would normally be borne by the public, that any amount paid to Developer or any successor or assign of Developer for the Planned Improvements, including, without limitation the Fair Share City Cost, shall not exceed the actual cost to Developer of constructing the Planned Improvements, and therefore any such payment to Developer on account of Developer’s cost to construct the Planned Improvements falls under Section 1720(c) of the California Labor Code, and no such payment, including without limitation, payment of the Fair Share City Cost, shall render the Project subject to prevailing wage requirements of Section 1720 et. seq. of the California Labor Code.
(d) 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 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;

(iv) Notwithstanding anything to the contrary contained in this Agreement, with respect to the portion of the Project designated on the Site Plan as “Major A,” only those Public Improvements listed in Schedule I will be required to be completed as a condition of the issuance of a certificate of occupancy for the building to be constructed in the portion of the Project identified as “Major A;”

(v) Issuance of an occupancy permit for all other projects not associated with or a part of the project identified as “Major A” shall be contingent upon satisfactory progress, as determined by the Public Works Director, on construction of off-site improvements at Jaye & Orange, Jaye & Olive and Plano & Hwy 190 as described in Omni-Means Traffic Study; and

(vi) A deposit in the amount of $147,197.22 (the “Deposit”) shall be made with the City of Porterville immediately prior to the issuance an occupancy permit for any portion of the Project, other than the portion identified as “Major A” as shown on the Site Plan, which shall not be so conditioned. The deposit is developer’s full and final share of the cost of future improvements at Highway 190 and Plano as described in the Omni-Means Traffic Study.

(e) The parties agree that Developer and the City shall be responsible for their respective proportionate percentage shares, as specified in Exhibit D, of the actual costs for the Public Improvements. The parties recognize that the construction costs as noted in Exhibit D are opinions of probable cost, and actual costs and may 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 inactions by the Developer, or any actions or inactions 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 (a “Transfer”), on the following terms and conditions:
(a) If the Transfer is of all of the Property, then the successor transferee (a “Transferee”) shall be liable for the obligations of Developer under this Agreement.

(b) In the event that Developer shall transfer less than all of the Property, then unless this Agreement is expressly assumed in writing by any transferee of the Property, no such Transferee shall be bound by the provisions of this Agreement requiring that Developer make the Public Improvements or make a Deposit, provided, however that while this Agreement shall be in effect, any such Transferees will be bound by the provisions hereof that specify the conditions to the issuance of a certificate of occupancy as to any portion of the Project acquired by any such Transferee. Further, no such Transferee shall be entitled to receive a reimbursement for any Public Improvements that are payable by the City to Developer under this Agreement, including, without limitation, City’s Fair Share Cost, unless such right is expressly assigned to the Transferee by Developer and consented to by City on the terms and conditions provided herein.

(c) Developer shall promptly notify the City in writing of the name and address of any Transferee. In the event such Transfer is a partial Transfer of the Property and Transferee does not elect to assume the obligations of Developer under this Agreement with respect to the portion of the Property Transferred to such Transferee, Developer shall remain liable for its obligations to the City under this Agreement.

(d) In the event of a transfer of less than all of the Property, City will, promptly after any request by Developer and any Transferee, which may be made before or after the date of any Transfer, and may be effective on or after the date of any Transfer, reasonably allocate liability for the Public Improvements and/or the Deposit between the portion of the Property retained by Developer and/or not subject to the Transfer, and the portion to be transferred to Transferee, pursuant to a written consent to be issued by the City (a “Consent”). The Consent shall not be unreasonably withheld or delayed and shall specify those Public Improvements that are to be the responsibility of the Transferee and whether the Transferee is responsible to pay the Deposit or any portion thereof. The City agrees that any allocation hereunder is in the nature of an administrative decision and may be made by the City Manager or his designee, provided the City Manager/designee agrees to consult with Developer and the Transferee. Notwithstanding anything to the contrary contained herein, if the portion of the Project that is the subject of the Transfer is the portion identified as “Major A,” then the Consent shall specify that the Transferee shall only be required to assume the obligation to construct those improvements identified in Schedule I as a condition to the issuance of a certificate of occupancy for the portion of the Project identified as “Major A,” as provided in subsection 2(c)(iv), above, and that the Transferee will not be required to pay any portion of the Deposit.

(e) From and after the date of any Consent, the obligations of a Transferee to construct Public Improvements or make a Deposit shall be limited to those allocated to the Transferee in the Consent. Without limiting the foregoing, no Event of Default by Developer or other person in connection with any obligations that are not specifically allocated to a Transferee by a Consent shall be a default under this Agreement with respect to the portion thereof assigned to the Transferee so long as such Transferee complies with the obligations allocated to it in the Consent, and no such Event of Default (i) shall be grounds for the City to deny any approval requested by a Transferee, and otherwise provided for in this Agreement, including, without limitation, a certificate of occupancy, so long as the Transferee shall have fully complied with all conditions to any such approval allocated to the Transferee in the Consent or (ii) shall be grounds for termination of this Agreement or other exercise of remedies by the City with respect to the portion of the Property assigned to the Transferee.

(f) In the event of any partial Transfer that is consented to by City, whereby the Transferee assumes obligations of the Developer under this Agreement, except as otherwise agreed between Developer and Transferee, Developer shall have no further obligations or benefits hereunder with respect to the obligations allocated and/or assigned to such Transferee pursuant to the Consent with respect to the portion of the Property transferred to such Transferee, save for those obligations under this Agreement the performance of which was due prior to the date of the relevant assignment.

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. **Developer 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; or

   (c) A finding and determination by the City that Developer has failed to fulfill any of its obligations set forth in this Agreement.

10. **Procedure Upon Developer Default.**

    (a) Upon the occurrence of an Event of Default, City may terminate this Agreement (provided such termination shall be a partial termination if a Transfer has occurred under Paragraph 5 hereof and the Transferee is otherwise in compliance with 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) 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, provided City will not exercise its remedies while Developer is pursuing such actions, and prior to any termination of this Agreement, the City Council shall be required to consider and vote on such termination at a duly noticed meeting of the City Council of which Developer will have at least thirty (30) days advance notice, and Developer shall be given a reasonable opportunity at such public meeting to respond to the City’s allegations of any such default.

11. **City Event of Default.** City shall be in default under this Agreement if the City has not complied in good faith with the terms and conditions of this Agreement, provided City shall be given a reasonable opportunity to cure any noncompliance, or City fails to fulfill any of its obligations set forth in this Agreement. Developer shall give City written notice if it alleges any default, and City shall have a reasonable amount of time, but not less than thirty (30) days, to cure any default or to reasonably commence the procedures or actions needed to cure any default.

12. **Mortgagee Protection: Certain Rights of Cure.**

    (a) Mortgage Protection. This Agreement shall be superior and senior to all liens placed upon the Property or portion thereof after the date on which a memorandum of this Agreement is recorded, including the lien of
any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee’s sale, deed in lieu of foreclosure or otherwise.

(b) **Mortgagee Not Obligated.** No foreclosing Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of any improvements required by this Agreement, or to pay for or guarantee construction or completion thereof. City, upon receipt of a written request therefore from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as is reasonably possible, or Mortgagee provides assurances reasonably satisfactory to City that such defaults will be cured. The foreclosing Mortgagee thereafter shall comply with all of the provisions of this Agreement.

(c) **Notice of Default to Mortgagee.** If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer hereunder and specifying the address for service thereof, City shall deliver to the Mortgagee concurrently with service thereof to Developer, all notices given to Developer describing all claims by the City that and Event of Default has occurred, or will, after the expiration of any applicable cure period, occur. If City determines that Developer is in noncompliance with this Agreement, City also shall serve notice of noncompliance on the Mortgagee, concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City’s notice.

13. **Estoppel Certificate.** Either party from time to time may deliver written notice to the other party requesting written certification that, to the knowledge of the certifying party (i) this Agreement is in full force and effect and constitutes a binding obligation of the parties; (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications; and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and monetary amount, if any, of the default. A party receiving a request hereunder shall execute and return the certificate within thirty (30) days after receipt thereof. The City Manager of the City or his designee shall have the right to execute the certificates requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by permitted Transferees and Mortgagees. At the request of the Developer, the certificates provided by City establishing the status of this Agreement with respect to the Property shall be in recordable form, and Developer shall have the right to record the certificate at its cost.

14. **Attorneys Fees and Costs; Venue.** 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. Any actions for breach of this Agreement shall be decided in a court of competent jurisdiction located in Tulare County, California.

15. **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.

16. **No Third Parties Benefited.** No person other than the City, Developer, or their respective successors and assigns, including, without limitation any Transferee, 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 and assigns. 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.

17. **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, subject, however to the terms and conditions contained in Paragraph 5 hereof.

18. **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.


(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.

21. Exhibits

Schedule I- Public Improvements Required as a Condition to Issuance of Certificate of Occupancy for Major “A”

Exhibit A - Legal Description

Exhibit B - Public Improvement Plans

Exhibit C - Site Plan

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

22. 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:

Ben Ennis, President
Ennis Commercial Properties, LLC
643 North Westwood
Porterville, California 93257

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

DEVELOPER
Ennis Commercial Properties, LLC

By: _______________________________  By: _______________________________
Cameron Hamilton, Mayor                                      Ben Ennis

ATTEST:

__________________________________________________________
Georgia Hawley, Chief Deputy City Clerk

APPROVED AS TO FORM

__________________________________________________________
Julia M. Lew, City Attorney

Counsel for Developer

E:\julia\MKJ\PORTER\GENERAL\Rivewalkcleanfinal wpd
SCHEDULE I

PUBLIC IMPROVEMENTS REQUIRED AS A CONDITION TO
ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR MAJOR “A”

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 include Springville Avenue. The work shall include the demolition and reconstruction of Jaye Street, construction of median islands, concrete improvements, handicap curb returns, signing/striping, utility installation and improve/strip to approximately 250’ north of Springville Avenue to allow Springville Avenue and Jaye Street intersection to function properly. The complete work is fully identified on sheets ST3.0 through ST3.6 of plans as of 1/10/2007.

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, utility improvements, intersection of Springville Avenue and Jaye Street improvements, and Springville Avenue improvements east of Jaye Street are constructed as indicated on plans. The complete work is fully identified on sheets ST2.0 through ST2.7 of plans as of 1/10/2007.

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, and have signal coordinated with “hard wired.” The complete work is fully identified on sheets E1.5 & E1.6 of plans as of 1/10/2007.

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 of plans as of 1/10/2007.

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 as of 1/10/2007.

Vandalia Avenue Traffic Signal:
Construct a complete traffic signal including traffic loops at the intersection of Vandalia & Jaye Streets and have signal coordinated with “hard wired.” The complete work is fully identified in sheets E1.7 & E1.8 of plans as of 1/10/2007.

Traffic Study:
The above public improvements are required as a condition to issuance of certificate of occupancy for Major “A” and is predicated on the City Council approved traffic study for Lowe’s “opening day improvements” and any Cal-Trans work required in the traffic study for Lowe’s “opening day improvements.”
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

<table>
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<tr>
<th>STREET</th>
<th>CONSTRUCTION COSTS</th>
<th>FAIR SHARE</th>
<th>FAIR SHARE</th>
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<tr>
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<td>% DEVELOPER</td>
<td>DEVELOPER COST</td>
<td>% CITY</td>
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<td>Highway 190 - Plano Street</td>
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Grand Total: $8,192,040.92

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.
OBLIGATIONS OF DEVELOPER AND CITY

Jayce Street South of Highway 190:
Reconstruct Jayce Street within the limits generally described as from Highway 190 south approximately 350’ south. The work shall include the demolition and reconstruction of Jayce 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.

Jayce Street – Highway 190 to Springville Avenue:
Reconstruct Jayce 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 Jayce 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.

Jayce Street – Springville Ave North 250’:
Reconstruct Jayce Street within the limits generally described as from Springville Avenue north approximately 250’. The work shall include pave-out along the east side of Jayce St., concrete improvements along the east side of Jayce 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.

Jayce Street @ Olive Avenue:
Reconstruct Jayce Street within the limits generally described as being the intersection of Jayce 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.

Jayce Street @ Orange Avenue:
Reconstruct Jayce Street within the limits generally described as being the intersection of Jayce 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 Jayce Street:
Reconstruct south half of street from Jayce 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 Jayce Street:
Reconstruct Springville Avenue within the limits generally described as from Jayce 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: APPROVAL FOR FUNDING ASSISTANCE FOR VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The City has received a proposal to assist in developing a Volunteer Income Tax Assistance (VITA) program in Porterville for Spring 2007. VITA is a national program providing free assistance to low income, elderly, limited English proficient and disabled individuals who require assistance in preparing their tax returns and cannot afford the services of a paid professional tax preparer. In Porterville alone, millions of dollars in earned tax credits are not collected annually. These funds could have a significant impact on the lives of these individuals while infusing dollars in the local community.

After meeting with the project organizers to discuss the needs for the project, it is being proposed that the City participate in the program by donating $2,500 to be used for the acquisition of computers to be utilized in completing tax returns. City employees are also being encouraged to volunteer to become trained tax preparers.

RECOMMENDATION: That City Council approve assisting the VITA program with the acquisition of computers and approve a budget appropriation of $2,500 from unallocated reserves to be donated to the Commission Honorifica Mexicana Americana for this purpose.

Item No. 21e
THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.
SUBJECT: UPDATE ON CURBSIDE RECYCLE PROGRAM AND SETTING OF DATE FOR "ONE DAY" REFUSE/GREEN WASTE AND RECYCLED WASTE COLLECTION STUDY SESSION

SOURCE: Public Works Department – Field Services Division.

COMMENT: The City of Porterville implemented a Residential Curbside Recycling program in July 2006. Each single-family residential account was issued a third container to accommodate recycling collection. Residential collection now consists of Recycling (blue can), Green Waste (green can) and Refuse (black can). The three waste streams are processed at three separate facilities. The residential recycling is transported to Sunset Waste in Visalia. The green waste is taken to Tulare County Compost facility near Visalia, and the refuse is hauled to the Tea Pot Dome Landfill.

Through December 2006, the residential Curbside Recycling program collected over 1,100 tons of recycled material generating nearly $20,000 in revenue. This 6 month revenue is close to the total recycling annual budget estimate of $22,500. This is due to the quality of the recycled material and a lower contamination level than initially anticipated when preparing the budget estimate. Original budget estimates were based on an anticipated 25% contamination level. The actual contamination is approximately 17%. Public education and the excellent cooperation by our residents in depositing only appropriate recyclable materials in their blue containers has been a big factor in lower contamination levels and higher revenue.

A City Council member asked that the City look into the cost of picking up all three containers on the same day. The study session will include the following items for discussion:

1. Re-statement of the study session’s purpose and goal.
2. Overview of the City’s current refuse/green waste/curbside recycling operation.
3. Options available to achieve study session’s goals and objectives.
4. Obstacles and difficulties in achieving study session’s goals and objectives.
5. Summary of study session’s key points.

RECOMMENDATION: That the City Council set a date & time for a study session to discuss the merits of providing single day refuse/green waste & curbside recycling “pick-up” service to the City’s residents.