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(c) - Conference with Legal Counsel - Anticipated Litigation: One Case.

7:00 P.M. RECONVENE OPEN SESSION

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

Pledge of Allegiance Led by Council Member Pete V. McCracken
Invocation

**PROCLAMATION**
Central California Family Crisis Center Day - September 11, 2007

**PRESENTATION**
Employee of the Month - Fred Beltran

**ORAL COMMUNICATIONS**
This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time.

**CONSENT CALENDAR**
All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar.
1. Approval of City Council Minutes of July 17, 2007

2. Budget Adjustment for the 2007-2008 Fiscal Year
   Re: Approving budget adjustment to account for $4,265.75 in additional costs for cable franchise compliance audit.

3. Request for Approval to Purchase Specialized Equipment (Police Department)
   Re: Approving the purchase of FlashCAM-880, a portable camera system, from Q-Star Technology, LLC, at a cost of $6,400.

4. Request for Approval to Purchase Specialized Equipment (Wastewater Treatment Facility)
   Re: Approving the purchase of SANITAIRE Silver Series fine bubble membrane diffusers and base plates for use at the Wastewater Treatment Facility, at a cost of $12,800.

5. City of Porterville Unsolved Homicides
   Re: Authorizing the use of Police Department Federal Asset Forfeiture Funds to implement a cold case team, at an annual cost of $38,265.

6. This Item has been Removed.

7. Request for Council Study Session on the South Jaye Street Project (State Route 190 to Gibbons)
   Re: Scheduling a study session to discuss the South Jaye Street Renovation Project.

8. General Plan Contract Amendment – Request for Approval of a Time Extension
   Re: Authorizing extension of contract with Dyett and Bhatia for additional services at an amount of $29,420, with a $20,000 contingency.

9. Grant Application – State Off Highway Motor Vehicle Recreation Grants Program
   Re: Authorizing the submission of a grant application to provide funding for the City’s OHV Park.

10. Acceptance of Artwork Donation
    Re: Accepting donation of a Louis Velasquez work of art from Mike and Judy Cahill.

11. 2006/2007 Annual Reclamation Area Cost Recovery Program Report
    Re: Informational report on the Reclamation Area Cost Recovery Program.

12. Consolidated Waste Management Authority Membership Agreement Payment
    Re: Authorizing payment in the amount of $53,708 for the City’s membership contribution, and approving remittance of the City’s $12,018 check to CWMA as the City’s portion to finance CWMA recycling education and community awareness programs.

13. City/County Joint Project
    Re: Accepting Tulare County’s offer for a joint project to complete an overlay of Date Avenue from the railroad tracks east of Plano Street to Park Street.
14. Approval of Measure ‘R’ Supplemental Agreement Scranton Avenue & Indiana Street Reconstruction Project  
Re: Authorizing the execution of the Supplemental Agreement, as required by the Tulare County Association of Governments, acting as the Local Transportation Authority.

15. Airport Liability Insurance Renewal  
Re: Approving the renewal of the Airport Liability Insurance policy under the same terms, conditions and exclusions as the prior year, at a cost of $10,738.

16. Approval of Annual Transportation Agreement with Tulare County  
Re: Approving Agreement with Tulare County for Fiscal Year 2007/2008 to provide transit service to County residents within the Service Area Boundary Map.

17. Code Enforcement Officer Update  
Re: Informational report on the Code Enforcement Officer and Administrative Citation Program.

18. Status Report on New Fire Station Location  
Re: Informational report on proposed Fire Station No. 3 to be located on Jaye Street south of Highway 190.

19. Review of Final Contract Quantities by City Staff Riverwalk Marketplace – Request for Additional Time  
Re: Extending the date of acceptance or rejection of final construction costs by Ennis Commercial Properties, LLC for the Riverwalk and Jaye Street Corridor Project to September 18, 2007.

20. Agreement Between the City of Porterville and the Porterville Chamber of Commerce  
Re: Approving the draft Agreement with the Chamber of Commerce.

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

SECOND READING
21. Ordinance 1724, Amending Contract with California Public Employees’ Retirement System  
Re: Giving Second Reading to Ordinance 1724, waiving further reading, and adopting said Ordinance.

SCHEDULED MATTERS
22. Award of Contract – Remodel of Fire Station No. 1 Restroom  
Re: Considering informing Vargas Construction Services of Porterville that its bid is non-responsive; and awarding contract to Gary Interrante Construction of Three Rivers in the amount of $75,630.

23. Animal Control Regulations – Status Report  
Re: Informational report on status of developing comprehensive animal control regulations.

24. Request by Council Member - Consideration of Appropriation for Porterville Boys & Girls Club  
Re: Considering Council Member request.
Adjourn to a Meeting of the Porterville Redevelopment Agency.

PORTERVILLE REDEVELOPMENT AGENCY AGENDA

Roll Call: Agency Members

WRITTEN COMMUNICATIONS

ORAL COMMUNICATIONS
This is the opportunity to address the Agency and City Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time.

REDEVELOPMENT SCHEDULED MATTERS

PRA-1. Authorization to Negotiate a Contract for Design Services for the Hockett/Mill/Oak Parking Lot Renovation
Re: Considering authorization to staff to negotiate contract with Dee Jaspar & Associates, Inc., or with the second or third ranked firms if staff is unable to negotiate an acceptable contract with first ranked firm; and authorizing the Public Works Director to sign all contract documents.

Adjourn the Redevelopment Agency Meeting to a Meeting of the City Council.

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 September 10, 2007 at 6:00 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.
Call to Order at 6:00 p.m.
Roll Call: Council Member McCracken, Council Member Pedro Martinez, Mayor Pro Tem Felipe Martinez, Council Member Hernandez, Mayor Hamilton

PORTERVILLE REDEVELOPMENT AGENCY AGENDA

Agency Roll Call: Member McCracken, Member Pedro Martinez, Vice-Chairperson Felipe Martinez, Member Hernandez, Chairperson Hamilton

JOINT ORAL COMMUNICATIONS
None.

CLOSED SESSION:

A. City Council Closed Session Pursuant to:
   3- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation: One Case.

B. Redevelopment Closed Session Pursuant to:

The Redevelopment Agency Meeting was closed after the Closed Session Item was read by City Manager John Longley. Note: The Council adjourned in Closed Session to the Redevelopment Agency Closed Session Item.

7:00 P.M. RECONVENE OPEN SESSION

REPORT ON ANY ACTION TAKEN IN CLOSED SESSION

City Attorney Julia Lew reported that no action was taken by the City Council nor the Redevelopment Agency during Closed Session.

Pledge of Allegiance Led by Boy Scouts from Troop 134
Invocation – one individual participated.
PRESENTATION
City Managers Featured Projects for July 2007
- Southern California Edison Property Sale
- Adoption of the 2007/2008 Annual Budget
- Completion of City Planner Recruitment

ORAL COMMUNICATIONS
- Dick Eckhoff, 197 North Main Street, requested that he have the opportunity to speak when the Council discussed Item No. 17; and commented that the City Flag was improperly displayed in relation to the U.S. Flag. He pointed out that the U.S. flag was currently displayed in the center of the City Flag and the State Flag, and stated that no flag should be displayed to the right of the U.S. Flag.

A discussion ensued during which Mr. Longley cited Section 7(e) of the U.S. Flag Code, which states “[t]he flag of the United States of America should be at the center and at the highest point of the group when a number of flags of States or Localities or pennants of societies are grouped and displayed from staffs.” Mr. Longley noted that while the U.S. Flag’s position in the center was correct, it should be raised above the State and City Flags to comply with the U.S. Flag Code.

- Chris Sanders, came forward as the design representative for the Brickhouse Project, and requested that the light standard on Hockett Street be waived. He spoke of SCE’s review and indication that the lights would be difficult to service, and commented that there were sufficient light fixtures already existing at the property. He requested that an item be placed on the next Agenda to consider eliminating that requirement.

Mr. Longley confirmed with the Council that an item with staff recommendation would be placed on the next Agenda.

- Jeff Keele, 73 Carmelita, came forward as Assistant Scout Master of the 134th Scout Troop, and requested that the scouts step forward and introduce themselves for the record.
- “Jeff Keele’s son” came forward as a member of Troop 134.
- Alex Gwilliam, 1560 North Beverly Street, came forward as a member of Troop 134.
- Theo Hatch, 580 McComb, identified himself as Scout Master for Troop 134.

CONSENT CALENDAR
Item Nos. 1, 6, 7 and 8 were removed for further discussion.

2. ADOPTION OF ANNUAL APPROPRIATION LIMIT

Recommendation: That the City Council approve the draft resolution adopting the appropriation limit of $44,122,820 for the 2007/2008 Fiscal Year.

Documentation: Resolution 61-2007
Disposition: Approved.

Recommendation: That the City Council:
1. Authorize staff to make payment to David W. Harris and Christina J. Harris, as Trustees of the Harris Family Revocable Trust, owners of the property, in the amount of $750.00;
2. Authorize the Mayor to sign all necessary documents; and
3. Authorize staff to record all documents with the County Recorder.

Documentation: Resolution 62-2007
Disposition: Approved.

4. **AWARD OF CONTRACT – WEST STREET INDUSTRIAL PARK PROJECT**

Recommendation: That the City Council:
1. Award the West Street Industrial Park Project to Halopoff & Sons, Inc. in the amount of $1,449,242.26;
2. Authorize progress payments up to 90% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen construction costs.

Documentation: M.O. 01-071707
Disposition: Approved.

5. **AWARD CONTRACT – HVAC REPLACEMENT PROJECT**

Recommendation: That the City Council:
1. Award the contract for the HVAC Replacement Project to Morris Levin & Son of Tulare in the amount of $30,253;
2. Authorize progress payments up to 90% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen costs.

Documentation: M.O. 02-071707
Disposition: Approved.

9. **CONSIDER PROCESS FOR FILLING VACANCY ON THE LIBRARY BOARD OF TRUSTEES**

Recommendation: That the City Council:
1. Accept the Library Board of Trustee of Vikki Cervantes, and thank her for her volunteer service; and
2. Announce the vacancy on the Library Board and direct staff to advertise for interested individuals to make application for appointment by August 15, 2007 for City Council consideration of an appointment at the August 21, 2007 meeting.
10. SELECTION OF CITY VOTING DELEGATE TO LEAGUE OF CALIFORNIA CITIES MEETING

Recommendation: That the City Council select the Mayor Pro Tem as the voting delegate and the City Manager as the voting delegate-alternate to represent the City at the League of California Cities’ Meeting, September 8, 2007, authorize the City Manager to attest to same, and direct staff to notify the League.

Documentation: M.O. 04-071707
Disposition: Approved.

COUNCIL ACTION: MOVED by Mayor Pro Tem Felipe Martinez, SECONDED by Council Member McCracken that the Council approve Item Nos. 2 through 5; 9 and 10. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF JUNE 19, 2007

Recommendation: That the City Council approve the City Council Minutes of June 19, 2007.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Mayor Pro Tem Felipe Martinez that the Council approve the City Council M.O. 05-071707 Minutes of June 19, 2007.
AYES: McCracken, P. Martinez, F. Martinez, Hamilton
NOES: None
ABSTAIN: Hernandez
ABSENT: None

Disposition: Approved.

6. AUTHORIZATION TO APPLY FOR ENTERPRISE ZONE DESIGNATION

Recommendation: That the City Council:
1. Authorize staff to prepare and submit the application for an Enterprise Zone Designation; and
2. Authorize staff to prepare and distribute a Request for Proposals for consulting services to assist with the preparation of an Enterprise Zone application.

City Manager John Longley presented the item.

After a brief discussion, the Council agreed that it would be beneficial to lobby Assemblymember Arambula for support.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Council
Member Hernandez that the Council authorize staff to prepare and submit the application for an Enterprise Zone Designation; and authorize staff to prepare and distribute a Request for Proposals for consulting services to assist with the preparation of an Enterprise Zone application. The motion carried unanimously.

Disposition: Approved.

7. AUTHORIZATION TO SUBORDINATE DEVELOPMENT FEE PAYMENT PLAN AGREEMENT – PORTERVILLE LODGING, LLC

Recommendation: That the City Council approve the Subordination Agreement for the Porterville Lodging, LLC Development Fee Payment Plan Agreement, and authorize the Mayor to sign all necessary documents.

City Manager John Longley presented the item, and Community Development Director Brad Dunlap presented the staff report.

COUNCIL ACTION: MOVED by Council Member Hernandez, SECONDED by Mayor Pro Tem Felipe Martinez that the Council approve the Subordination Agreement for the Porterville Lodging, LLC Development Fee Payment Plan Agreement, and authorize the Mayor to sign all necessary documents. The motion carried unanimously.

Disposition: Approved.

8. PORTERVILLE TRANSIT PROPOSED MODIFICATION

Recommendation: That the City Council:
1. Approve the proposed modifications to the Fixed Route Bus System; and
2. Direct staff to implement the changes effective August 1, 2007.

City Manager John Longley presented the item, and Administrative Analyst II Linda Clark presented the staff report.

COUNCIL ACTION: MOVED by Council Member Hernandez, SECONDED by Council Member McCracken that the Council approve the proposed modifications to the Fixed Route Bus System; and direct staff to implement the changes effective August 1, 2007. The motion carried unanimously.

Disposition: Approved.

PUBLIC HEARINGS

11. VALLEY OAK TENTATIVE SUBDIVISION MAP (SCHULER & CASTILLO)

Recommendation: That the City Council:
1. Adopt the draft resolution approving the Negative Declaration for Valley Oak Tentative Subdivision Map; and
2. Adopt the draft resolution approving Valley Oak Tentative Subdivision Map subject to conditions of approval.

City Manager John Longley presented the item, and Acting Associate Planner Jose Ortiz presented the staff report, which he indicated had been amended subsequent to the distribution of the Agenda Packets. He stated that staff recommended that additional language be added to Condition No. 34, as follows: “Exclusive of Assessments for Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater minimum ninety day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.”

The public hearing opened at 7:40 p.m.

- Jim Winton, business address at 150 W. Morton Avenue, spoke in favor of the proposed Tentative Subdivision Map on behalf of the applicant.

The public hearing closed at 7:41 p.m.

COUNCIL ACTION: MOVED by Mayor Pro Tem Felipe Martinez, SECONDED by Council Member Hernandez that the Council adopt the draft resolution approving the Resolution 63-2007 Negative Declaration for Valley Oak Tentative Subdivision Map; and adopt Resolution 64-2007 the draft resolution, as amended, approving Valley Oak Tentative Subdivision Map subject to conditions of approval. The motion carried unanimously.

Mayor Hamilton thanked the developers for their in-fill developments.

Disposition: Approved.

12. ANNUAL ENGINEER’S REPORT AND ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS

Recommendation: That the City Council:
1. Re-open the public hearing on the 2007-2008 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer’s Report and Assessments for the 2007-2008 Fiscal Year.

City Manager John Longley presented the item, and Parks & Leisure Services Director Jim Perrine presented the staff report.

The public hearing re-opened at 8:00 p.m. and closed at 8:01 p.m. when nobody came forward.

COUNCIL ACTION: MOVED by Mayor Pro Tem Felipe Martinez, SECONDED by Council Member Pedro Martinez that the Council adopt the resolution ordering the
Resolution 65-2007 continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer’s Report and Assessments for the 2007-2008 Fiscal Year; and authorize staff to file said report. The motion carried unanimously.

Disposition: Approved.

13. WATER CONSERVATION PLAN

Recommendation: That the City Council schedule a public hearing for August 7, 2007, to consider revisions to the City’s Water Conservation Program, and provide any further direction with regard to such revisions.

Mayor Hamilton noted that Item No. 13 had been scheduled for public hearing, but that pursuant to staff’s request, the item had been pulled. Mr. Longley elaborated on staff’s desire to seek additional information so as to be responsive to the Council’s direction.

The public hearing was continued to the Meeting of August 7, 2007.

Council Member Pedro Martinez requested that the Council proceed with the advertising portion that evening. Mr. Longley presented that portion of the staff report pertaining to the proposed advertising. It was the consensus of the Council to proceed with the advertising plan as presented, and to modify the budget as proposed in the staff report.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Pedro Martinez that the Council direct staff to proceed with the advertising plan as presented, and to modify the budget as proposed in the staff report. The motion carried unanimously.

Public Works Director Baldo Rodriguez updated the Council on the status of the City’s water supply.

Disposition: Approved.

Mayor Hamilton noted the attendance of some Boy Scouts in the audience and requested that Mr. Vencovich bring his Scouts forward.

- Kelly Vancovich, 342 Ruma Rancho, came forward with a group of Scouts, and commented that they were hoping to see a “nay” vote that evening.
- David Vancovich, age 11, came forward and introduced himself to the Council.
- Adam Alsorth, age 15, came forward and introduced himself to the Council.
- Satchel Ames, age 11, came forward and introduced himself to the Council.
- Jarrod Ames, age 17, came forward and informed the Council that he was working towards getting his Eagle Scout designation in November.
- Jake Ames, age 13, came forward and introduced himself to the Council.
- Clark Keele, age 16, came forward and introduced himself to the Council.
- Jacob Guadano, age 17, came forward and introduced himself to the Council.

Noting the Scout’s interest in seeing a “nay” vote, Council Member Pedro Martinez moved that
the Council recess for ten minutes. Mayor Hamilton seconded the motion.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Mayor Hamilton that the Council recess for ten minutes. The motion was unanimously denied.

Disposition: Denied.

The Council then recessed for ten minutes.

SCHEDULED MATTERS
14. DESIGN “D” OVERLAY SITE REVIEW 5-2007 (TARGET RECONSTRUCTION)

Recommendation: That the City Council adopt the draft resolution containing findings and conditions in support of the approval of “D” Overlay Site Review 5-2007 subject to conditions of approval.

City Manager John Longley presented the item, and Acting Associate Planner Jose Ortiz presented the staff report.

In response to a question posed by Council with regard to the proposed staging area, the applicant came forward.

- David Paynter, Henderson-Prospect Partners, requested that the Council approve the proposed staging area, subject to the appropriate fee being paid, and elaborated on parking area to the rear of the building, and how the staging area would be utilized.

Community Development Director Brad Dunlap requested that the Council consider striking Condition No. 37.

COUNCIL ACTION: MOVED by Mayor Pro Tem Felipe Martinez, SECONDED by Council Member Pedro Martinez that the Council adopt the draft resolution containing findings and conditions in support of the approval of “D” Overlay Site Review 5-2007 subject to conditions of approval, as amended to strike Condition No. 37.

Disposition: Approved.

15. CONDITIONAL USE PERMIT 6-2007 – 3 AMIGOS RESTAURANT

Recommendation: That the City Council maintain prior action to restrict use of the patio area until the property to the north is developed for parking in compliance with City standards.

Council Member McCracken noted a conflict of interest, and recused

City Manager John Longley presented the item, and Acting Associate Planner Jose Ortiz presented the staff report.
At the request of the Council, City Attorney Julia Lew elaborated on the limited options available to the Council, adding that at the time she drafted the memorandum on the item, she had not been aware that issues also existed with the San Joaquin Valley Air Pollution Control District.

Community Development Director Brad Dunlap spoke of staff’s investigation as to whether CDBG funds would be available to the applicants in the form of a low interest loan to allow the parking lot improvements to move forward. He indicated that staff would work with the business owner regarding that possibility.

- Skip Marquez, applicant and Visalia resident, thanked the Council and voiced dismay with the San Joaquin Valley Air Pollution Control District’s regulation. He then spoke of the difficulties that he and his partner had encountered with their project.

Mayor Hamilton noted the unexpected difficulties the applicants had encountered, voiced support for the project, and spoke positively with regard to the potential solution with regard to the low interest loan option. He then voiced interest in being involved in the matter.

Mayor Pro Tem Felipe Martinez advised that a “soft” opening would aid the business owners.

- Ruben Sandoval, applicant and Visalia resident, thanked the Council and spoke of the challenges he and his partner have faced with their project, and suggested that the City should help them develop a business on the east side of Porterville.

In response to questions posed by Council, Mr. Dunlap further elaborated on the requirements for use of CDBG funds, and of the specific air quality regulation affecting the project.

COUNCIL ACTION: MOVED by Mayor Pro Tem Felipe Martinez, SECONDED by Council Member Pedro Martinez that the Council maintain prior action to restrict use of the patio area until the property to the north is developed for parking in compliance with City standards; and direct staff to work with the applicant with regard to the other alternative as discussed.

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

Disposition: Approved.

16. PROJECT PROPOSAL FOR INFRASTRUCTURE AND OPERATIONAL ENHANCEMENTS

Recommendation: That the City Council provide direction to staff concerning the project proposed by Johnson Controls.
City Manager John Longley presented the item, and Acting Deputy City Manager John Lollis presented the staff report.

At the request of Council, Mr. Longley elaborated on staff’s reasoning for recommending the deferment of the item until January, 2008. He commented that the project was important, and it was not a matter of whether to proceed, but rather when to proceed.

Mr. Lollis elaborated on potential financing for the project through the California Energy Commission (“CEC”). A discussion ensued as to staging the enhancements, and whether said enhancements could be handled in-house. Mr. Longley spoke of the importance of expertise in the area, and of staffing constraints to handle another large project. He stated that staff recommended that Johnson Controls handle the project.

- Ralph Tyrell, Johnson Controls, came forward and stated that phasing the enhancements would not be in the best interest of the City. Mr. Tyrell then distributed an analysis to the Council for its review; elaborated on the figures projected by Johnson Controls; and spoke of his company’s guarantee. He stated that Johnson Controls was prepared to immediately begin the project, suggested that the City had lost approximately $200,000 in energy savings due to delaying the project, and requested guidance from the Council.

Council Member Hernandez commented that the project was long overdue, and moved that the Council proceed with the project immediately, including proceeding with CEC financing. The motion died for lack of a second.

A lengthy discussion ensued as to the potential for self-executing the project and phasing in the enhancements. Mr. Tyrell spoke of the need for technical expertise in the area, of the need for sufficient staffing to execute the project, and of the economy of scale benefits in proceeding with Johnson Controls. In response to a query from the Council with regard to how long the Johnson Controls’ quote would be viable, Mr. Tyrell noted that his company had already had a price increase. Mayor Hamilton spoke of the City’s current meet and confer negotiations with its employee groups and voiced concern with committing to the Johnson Controls’ project prior to finalizing those negotiations.

Mr. Longley suggested that staff could be directed to begin the loan process with CEC. In response to questions posed by the Council, Mr. Lollis elaborated on the availability of funds from CEC.

A brief discussion then ensued as to the process the City would need to follow in the event it self-executed the project.

COUNCIL ACTION: MOVED by Mayor Pro Tem Felipe Martinez, SECONDED by Council Member Pedro Martinez that the Council authorize staff to proceed with the initiation of a loan process with the California Energy Commission, and bring the loan proposal to the Council in sixty (60) days.
AYES: P. Martinez, F. Martinez, Hamilton
NOES: McCracken, Hernandez
ABSTAIN: None
ABSENT: None

Disposition: Approved.

Mayor Hamilton thanked Mr. Tyrell for his diligence and patience. Mr. Tyrell likewise thanked the Council and staff.

17. CONSIDER CENTENNIAL PLAZA UTILIZATION & DEVELOPMENT, CLARIFY SOUND SYSTEM DESIGN EXPECTATIONS, AND DESIGNATE THE LOCATION FOR A BUCK SHAFFER TRIBUTE CLOCK

Recommendation: That the City Council:
1. Receive the report on the Parks & Leisure Services Commission considerations and provide appropriate direction on Plaza utilization and development;
2. Provide clarification on the intent of a Main Street and Centennial Plaza sound system design; and
3. Designate the southwest corner of the Plaza for the placement of a Buck Shaffer tribute clock, and authorize staff to coordinate with the “Class of ‘75 Committee” for the tribute clock.

City Manager John Longley presented the item, and Parks & Leisure Services Director Jim Perrine presented the staff report.

• Robert Roman, a Springville resident and Porterville High School Class of 1975 Member, came forward and thanked the Council for considering the Buck Shaffer Tribute Clock. He spoke of fundraising efforts and of companies that have offered to donate their services, including Gary Day of Dayco Construction, Bob Ruffa of Ruffa Electric, Roman Brothers & Dad, and Dave Prado.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Mayor Pro Tem Felipe Martinez that the Council approve the clock concept as stated in the staff report. The motion carried unanimously.

After a lengthy discussion as to the use provisions as proposed by the Parks & Leisure Services Commission, the Council decided that the park rules should be consistent with the rules and regulations in other City parks. With regard to the use of the gazebo, it was decided to direct staff to bring back proposed fees for gazebo use. The Council then clarified that the sound system was intended to span Main Street from Olive Avenue to Morton Avenue for music and announcements; and that the improvement plan as presented was correct.

• Dick Eckhoff, 197 North Main Street, came forward and spoke in favor of the use provisions as proposed by the Parks & Leisure Services Commission. He stated that the park had been intended to serve as a center for civic activities, and that while it should
be open for unstructured use by citizens, it should not be used for structured private use, such as birthday parties. He then agreed that the sound system was to be utilized for announcements and/or music down the length of Main Street.

Disposition: Direction given to staff.

18. REQUEST BY COUNCIL MEMBER – REQUEST FOR RESOLUTION REGARDING THE NEED FOR THINNING AND LOGGING IN THE SIERRA AND SEOQUOA NATIONAL FORESTS

Recommendation: None

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Mayor Pro Tem Felipe Martinez that the Council approve the draft resolution regarding the need for thinning and logging in the Sierra and Sequoia National Forests. The motion carried unanimously.

Disposition: Approved.

The City Council adjourned at 10:30 p.m. to a Joint Meeting of the Porterville Redevelopment Agency and City Council.

JOINT CITY COUNCIL/PORTERVILLE REDEVELOPMENT AGENCY AGENDA
July 17, 2007

Roll Call: Member McCracken, Member Pedro Martinez, Vice-Chairperson Felipe Martinez, Member Hernandez, Chairperson Hamilton

WRITTEN COMMUNICATIONS
None

ORAL COMMUNICATIONS
• Tim Smalley, 369 North D Street, business owner of Action Hobby on Main Street, inquired as to the status of provisions pertaining to the remote control race track at Henderson Avenue near Plano Street. Staff indicated that it would be researched.

JOINT PUBLIC HEARING
PRA-1. SALE(PORTERVILLE REDEVELOPMENT AGENCY AND PURCHASE (CITY OF PORTERVILLE OF 0.64 ACRE SITE (APN 253-138-001) FOR A SURFACE WATER TREATMENT FACILITY

Recommendation: That the Porterville Redevelopment Agency:
1. Approve the sale of property located on the east side of Fourth Street, at East Thurman Avenue (APN 253-138-001), at a price of $167,000 to the City of Porterville Public Works Department;
2. Authorize staff to enter escrow, with the Agency paying the usual and customary escrow fees;
3. Authorize the Chair to sign all necessary documents to complete the transaction; and
4. Authorize staff to record all documents with the County Recorder.

That the City Council:
1. Approve the purchase of property located on the east side of Fourth Street, at East Thurman Avenue (APN 253-138-001) from the Porterville Redevelopment Agency for a price of $167,000;
2. Authorize staff to enter escrow, with the City paying the usual and customary escrow fees;
3. Authorize the Mayor to sign all necessary documents to complete the transaction; and
4. Authorize staff to record all documents with the County Recorder.

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

The public hearing opened at 10:36 a.m. and closed at 10:37 a.m. when nobody came forward.

AGENCY ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Mayor Pro Tem Felipe Martinez that the Redevelopment Agency approve the sale of property located on the east side of Fourth Street, at East Thurman Avenue (APN 253-138-001), at a price of $167,000 to the City of Porterville Public Works Department; authorize staff to enter escrow, with the Agency paying the usual and customary escrow fees; authorize the Chair to sign all necessary documents to complete the transaction; and authorize staff to record all documents with the County Recorder. The motion carried unanimously.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Mayor Pro Tem Felipe Martinez that the City Council approve the purchase of property located on the east side of Fourth Street, at East Thurman Resolution 68-2007 Avenue (APN 253-138-001) from the Porterville Redevelopment Agency for a price of $167,000; authorize staff to enter escrow, with the City paying the usual and customary escrow fees; authorize the Mayor to sign all necessary documents to complete the transaction; and authorize staff to record all documents with the County Recorder.

Disposition: Approved.

The Redevelopment Agency adjourned at 10:37 p.m. to a meeting of the City Council.

ORAL COMMUNICATIONS
None
OTHER MATTERS

• Council Member Hernandez spoke of the Council’s concern over the public’s conservation of water, and voiced dismay with the Council’s lack of action towards the City’s implementation of the energy savings measures guaranteed by Johnson Controls.

ADJOURNMENT

The Council adjourned at 10:39 p.m. to the meeting of July 31, 2007 at 6:30 p.m.

Patrice Hildreth, Deputy City Clerk

SEAL:

Cameron Hamilton, Mayor
COUNCIL AGENDA: SEPTEMBER 4, 2007

SUBJECT: BUDGET ADJUSTMENT FOR THE 2007-08 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 is one (1) adjustment proposed for tonight's Council meeting.

Cable Franchise Compliance Audit
As part of a cable franchise compliance audit authorized by the City Council, Communications Support Group, Inc. encountered circumstances that caused the audit to exceed by $4,265.75 the $10,000.00 authorized and allocated by Council for the audit. Funds for this proposed budget adjustment would be allocated from the General Fund Unallocated Reserve.

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

**Date:** September 4, 2007

<table>
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<th>FUND</th>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>FUNDING SOURCE</th>
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<td>Cable Franchise Compliance Audit * Communications Support Group, Inc.</td>
<td>General Fund Unallocated Reserves</td>
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Modification No: 2-07/08
SUBJECT: REQUEST FOR APPROVAL TO PURCHASE SPECIALIZED EQUIPMENT

SOURCE: Police Department

COMMENT: In an effort to implement new and more effective ways of combating crimes such as graffiti, auto theft, and drug trafficking in high incident areas, the Police Department requests to purchase the FlashCAM-880 digital deterrent system.

The FlashCAM-880 is a portable camera system that can be moved to specific target locations for surveillance. The system is solar powered and motion activated. When the system senses motion, it takes pictures using a very bright flash and gives a verbal warning to potential offenders. The pictures are high resolution and can be downloaded wirelessly to a laptop. The FlashCAM-880 would be a beneficial tool to help decrease crime in our community.

The FlashCAM-880 uses a unique combination of technologies and Q-Star Technology is the sole source for this product. The FlashCAM-880 is priced at $6,400 and the department requests permission to purchase this item from Q-Star Technology out of funds received under AB-183.

RECOMMENDATION: That City Council:

1. Approve the purchase of the FlashCAM-880 from Q-Star Technology, LLC.
Debbie Salter  
Porterville Police Dept.  
350 N D Street  
Porterville, CA 93257

August 20, 2007

Ms. Salter,

The FlashCAM-880 digital deterrent system, featuring wireless download of picture files, is a product developed, manufactured and marketed by Q-Star Technology. This is a specialized product for the niche market to deter vandalism such as graffiti, illegal trash dumping and other anti-social behaviors. The FlashCAM systems use proprietary technology developed by Q-Star Technology.

The system's battery pack is powered by solar. The units are portable, ruggedized, and use a unique combination of technologies in its voice chip and bright flash technology. To the best of our knowledge, there is no other source for a deterrent product such as the FlashCAM-880 or FlashCAM-770.

Steve Hillsman  
President  
Q-Star Technology, LLC
REQUEST FOR APPROVAL TO PURCHASE SPECIALIZED EQUIPMENT

WASTEWATER TREATMENT FACILITY

In an effort to upgrade the current SANITAIRE aeration system at the City of Porterville’s Wastewater Treatment Facility, staff requests permission to purchase the SANITAIRE silver series fine bubble membrane diffusers and base plates.

The silver series fine bubble membrane diffusers, in combination with the base plates, have a higher oxygen transfer efficiency and durability with minimal maintenance requirements when compared to the conventional aeration diffuser stones.

Membrane diffusers incorporate an integral check valve. The non-perforated center portion of the membrane collapses on the air release port of the base plate when air is turned off. The diffuser slits also act as a check valve and closes onto the base plate when the air is turned off. Conventional aeration stones require taking down the entire aeration basin, removing the stones, and firing them in a furnace to clean.

Sanitaire exclusively makes the membrane diffusers and base plates to match the exact specifications required to retrofit the aeration stones. The aeration system upgrade is priced at $12,800, and the department requests permission to purchase these items from Sanitaire. Funds are available in the 2007-2008 Waste Water Treatment Operating Budget.

RECOMMENDATION: That City Council:

1. Approve the sole source purchase of the Sanitaire membrane diffusers and base plates.

Item No. 4
SUBJECT: CITY OF PORTERVILLE UNSOLVED HOMICIDES

SOURCE: POLICE DEPARTMENT

COMMENT: The Police Department currently has 12 unsolved homicides dating as far back as the 1980's. These cases have remained in an inactive status because of the absence of workable information. With the advent of new technology, we feel it is now possible to acquire new clues and information. In 1996 the Police Department reviewed the unsolved homicides and collected new information that led to the arrest and conviction of a suspect in a homicide that occurred in the early 1980's.

It is the belief of the department that additional homicides can be solved if personnel were assigned to reinvestigate and concentrate specifically on each case.

It is the Police Department's proposal to utilize two retired police officers, with over 60 years of combined service and experience, to reopen and investigate these unsolved homicides. These retired officers would be hired as reserve police officers and funded through the department's federal asset forfeiture account, which allows for expenditures of this nature. As the officers develop new information on a homicide, the department will assign additional officers to work in conjunction with the experienced officers as a development tool and further learning experience involving such complex investigations.

The annual cost associated with establishing the investigative team would be $38,265. This figure is calculated at police officer salary Step C without benefits for each reserve officer. Each officer can work a total of 900 hours without having an impact on their retirement benefits.

RECOMMENDATION: That City Council authorize the use of Police Department federal asset forfeiture funds to implement a cold case team.
THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.

Item No. 6
SUBJECT: REQUEST FOR COUNCIL STUDY SESSION ON THE SOUTH JAYE STREET PROJECT (STATE ROUTE 190 TO GIBBONS)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT-PLANNING DIVISION

COMMENT: As the Riverwalk Project, and other Developments are taking place along South Jaye Street, projected increases to traffic in the area have led staff to examine possibilities for connecting Jaye Street with the southern edge of the community at Scranton Avenue. This planned roadway could be a major access route for current and future businesses and residents in this section of the community and could measurably reduce traffic impacts at the Jaye Street and State Route 190 intersection.

RECOMMENDATION: That the City Council direct staff to schedule a study session on the South Jaye Street Renovation Project.
CITY COUNCIL AGENDA: SEPTEMBER 4, 2007

STAFF REPORT

TITLE: GENERAL PLAN CONTRACT AMENDMENT- REQUEST FOR APPROVAL OF A TIME EXTENTION

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT-PLANNING DIVISION

SPECIFIC REQUEST: The Community Development Department is administering a contract with Dyett and Bhatia Planning Consultants (Consultant) to complete a comprehensive General Plan Update for the City. Since the City entered into the contract with the Consultant in June of 2005, there has been one contract amendment which was done in September of 2006 to address changes in the Airport Layout Plan, environmental for the Enterprise Zone, and preparation of an Urban Water Management Plan. The work effort has progressed to the Draft document stage and staff are currently reviewing administrative drafts of the General Plan and Draft Environmental Impact Report (DEIR). Over the course of the effort no other amendments have been required.

At the outset of the project, the City incorporated a deadline date of December 31, 2006 into the Consultant Services Agreement to ensure that diligence in the effort was mandated. The Consultant and Staff have diligently pursued completion of the effort. However, there have been numerous iterations of the plan and Planning Division staffing limitations (vacancy of the Senior Planner position) have been the two greatest factors in the delay. Although the contract expired in December of 2006, City Staff and the consultant have been working together to make needed changes, put together an Environmental Impact Report (EIR), and make progress towards completion of the project.

In demonstration of their commitment to expeditiously complete the project, the consultant continued to work on the General Plan and DEIR and has actually written off $13,500 (Professional Courtesy) in services to date. The attached addendum to the contract indicates that an additional $29,420 is needed to cover the costs of seeing the General Plan completed including:

- Responding to comments on the Draft Plan
- Responding to comments on the Draft EIR
- Completion of the Urban Water Management Plan
- Public Hearings and Adoption

These tasks are explained in greater detail in Exhibit A of the attached addendum. The expiration date of the contract will be extended through this addendum to allow the consultant to work with staff until the project is complete. In addition, staff is requesting that the Council approve an
additional $20,000 contingency to allow for any unexpected last minute changes in the scope of work.

In approving the General Plan Update project, the Council has appropriated a total of $705,700 over the course of three fiscal years. After accounting for the current commitments, there is a total of $93,800± remaining in appropriated but unallocated funds for the General Plan Update. The culmination of the project will require substantial reproduction costs and staff time to bring the project to a close. Staff believes that the remaining $45,000 will satisfy this requirement.

RECOMMENDATION: That the City Council:

1. Authorize the changed scope of services, to be paid for from the above referenced source.
2. Authorize the Mayor to sign an addendum to the original contract for services with Dyett and Bhatia.
3. Authorize the establishment of a $20,000 contingency to be utilized for any essential modifications to the scope of work as determined by the Community Development Director.

ATTACHMENTS: Additional Services Proposal for Porterville General Plan Update
ADDENDUM NO. 2
P.O. NO. 05-02119

**************

Additional Services Proposal for Contract Extension for Porterville General Plan Update

**************

CITY OF PORTERVILLE
AND
Dyett and Bhatia Urban and Regional Planners

Addendum No.2 to P.O. No. 05-02119 is issued by the City and accepted by CONSULTANT pursuant to the mutual promises, covenants and conditions contained in the Service Agreement between the above named parties dated June 10, 2005, in connection with the performance of the General Plan Update.

PURPOSE:

The purpose of this addendum is to amend the contract to extend the term to March 31, 2008 and to provide for additional services for the General Plan Update. Details of work are included in the attached scopes of work.

PAYMENT:

CITY shall pay CONSULTANT the amount of $29,420 to complete all services of Addendum No. 2 as outlined in Exhibit A. Payment will be made monthly on presentation of documented invoices, not to exceed the sum set forth herein above.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and the CONSULTANT have executed Addendum No. 2 to P.O. No. 05-02119 evidencing its issuance by CITY and accepted by CONSULTANT.

CONSULTANT’S NAME

By: ________________________________

By: ________________________________

By: ________________________________

Date

CITY OF PORTERVILLE
EXHIBIT A: Additional Services for Contract Extension for Porterville General Plan Update

Prepared by Dyett & Bhatia, August 27, 2007

The following is an additional services proposal for a contract extension for the Porterville General Plan Update, prepared at the request of City staff.

BACKGROUND

The City’s Agreement with Dyett & Bhatia expired on December 31, 2006. City staff and consultants have been working diligently with a General Plan Update Advisory Committee to reach consensus on a new General Plan to recommend to the City Council. City staff and consultants also have been working diligently on a Program EIR, including not only the proposed General Plan Update, but also potential reauthorization of the Enterprise Zone. Consultant assumed responsibility for preparation of an Urban Water Management Plan by a technical subcontractor and is coordinating that effort with City staff.

All of this work required additional meetings and coordination time beyond that originally envisioned. Additional data collection and refinement of planned land use concepts exceeded original time estimates in part because of the expanded effort for the resort residential area at Lake Success but also because of the need to coordinate with concurrent development proposals being considered by the City. In addition, recent CEQA litigation and the resulting settlement agreement between the California Attorney General and San Bernardino County has imposed additional “due diligence” requirements on General Plan EIRs for analysis of potential impacts due to city operations and a city’s discretionary land use approvals on greenhouse gas generation and its effects on climate change. Finally, the Consultant’s work has included additional effort to coordinate the General Plan Update with development of a Residential Hillside Ordinance, which was not anticipated in the original scope of work.

The Consultant’s overall costs of service have increased, not only because of these added research obligations, iterations
of interim work product and coordination between City staff and the consultant team, but also because of the increase in the time schedule, which increased Consultant's costs because of increased rent and health insurance costs, general liability insurance costs and labor costs.

**TASK DESCRIPTIONS**

For the contract extension, the following tasks will be undertaken:

**TASK A1: RESPONSE TO CITY STAFF COMMENTS ON THE DRAFT PLAN AND EIR AND REFINEMENT OF THE LAND USE DIAGRAM AND CIRCULATION PLAN**

Dyett & Bhatia (D&B) will meet with City staff to review staff comments on the Draft General Plan and Draft EIR and refinements being requested for the Land Use Diagram and the Circulation System Plan, and additional circulation system studies needed for connections and extensions related to Hillcrest Street and Henderson Avenue and land use concepts for this area, which are being studied separately as part of work done by others in developing the Residential Hillside Ordinance. The will include a review of the transportation model results for Main Street and other arterials and correlation of proposed improvements with map designations. Following this meeting, a Public Hearing Draft of the General Plan and Draft EIR will be prepared.

**TASK 2: COMPLETION OF URBAN WATER MANAGEMENT PLAN**

Dyett & Bhatia will work with two subcontractors, Land Use Associates (LUA) and P&P to complete revisions to the Urban Water Management Plan (UWMP) in response to comments received from the Porterville Irrigation District and the Tule River Association, and participate in the review and approval process.

**TASK 3: PUBLIC HEARINGS AND ADOPTON**

Dyett and Bhatia will work with City staff to take the Draft Plan and EIR through the public review and adoption process, including response to comments on the Draft EIR and preparation of a Final EIR. Following Council action, a final Plan will be prepared, incorporating text and map amendments, as approved by the Council.
**BUDGET**

*Estimated Hours for Additional Work for Contract Extension*  
*Porterville General Plan Update*

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**Budget for Contract Extension for Porterville General Plan Update**

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**Subtotal**  
9,710  
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14,560  
$26,420

*Subcontractors*

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**Subcontractor Subtotal**  
$3,000

**TOTAL**  
$2,150  
$29,420
SUBJECT: GRANT APPLICATION – STATE OFF HIGHWAY MOTOR VEHICLE RECREATION GRANTS PROGRAM

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: For numerous years, the City of Porterville has applied for a grant from the State of California to provide funding for operation and maintenance of the Porterville Off Highway Vehicle Park (OHV). Unfortunately, due to staffing constraints, the City was unable to submit a grant request for the 2006/2007 funding cycle. In the past, this funding was a non-competitive reimbursement opportunity. However, in recent years, the program has been revised into a highly competitive grant opportunity.

The Porterville OHV Park opened in April, 1996, and provides casual riding for motorcycle and ATV riders. The attached grant application proposes a Development Project, a Facility Operations and Maintenance Project, and Law Enforcement Project submitted in one “blanket” application, as required by the State. The total grant request is $210,000, for which the City is responsible for at least 25% matching funds amounting to $52,500. If the City is awarded OHV Recreation Grant funds, the existing OHV operating budget will be redistributed to include the matching fund requirement. No additional City funds will be required to implement the grant components as proposed.

Notice of Invitation for Public Comments was posted on August 3, 2007, and no public comments have been received by the preparation of this report. Staff will advise City Council if any comments are received before the Council meeting. A public hearing is not required for this grant opportunity. However, the Parks and Leisure Services Commission reviewed the draft agreement at its August 2, 2007 meeting and made a recommendation that the City Council authorize application for this grant program. The grant application deadline is September 17, 2007.
RECOMMENDATIONS: That the City Council:

1. Adopt the draft resolution approving the grant application for the 2007-2008 California Off Highway Motor Vehicle Recreation Grants Program; and

2. Authorize the Director of Parks and Leisure Services to sign the grant application and act as agent for the City for this grant.

ATTACHMENTS: Resolution Approving Grant Application
Grant Application Summary
RESOLUTION NO. ________
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for, Acquisition Projects, Conservation Projects, Development Projects, Facilities Operation and Maintenance Projects, Law Enforcement Projects OHV Safety and/or Education Program Projects, Planning Projects, Restoration Projects, and Trail Maintenance Projects for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant; funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required Matching Funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Director of Parks & Leisure Services as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

APPROVED AND ADOPTED THE 4th day of September, 2007.

__________________________
Cameron Hamilton, Mayor

ATTEST:

By: _______________________
Patrice Hildreth, Deputy City Clerk
# Application Face Sheet

**State of California - The Resources Agency**  
**DEPARTMENT OF PARKS AND RECREATION**  
**Off-Highway Motor Vehicle Recreation Division**

**APPLICATION FOR STATE OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR) GRANTS AND COOPERATIVE AGREEMENTS PROGRAM**

1. Applicant: **City of Porterville**  
   Application Year: 2007/2008

2. Address: **291 N Main St**

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4. California State Senate District: 18  
   California State Assembly District: 34  
   United States Congressional District: 21

5. (Non-profit applicants only)  
   Federal Employer Identification Number:

| 6. PROJECT TYPE(S): (Enter the number of projects for each project type)  
   Minimum: $10,000 per Project. Maximum: $500,000 per Project Type. |
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**GRAND TOTAL AMOUNT REQUESTED**  
(For all Project Types)  
$ 210,000  
Maximum $2,000,000 per Applicant.

7. APPLICANT'S AUTHORIZED REPRESENTATIVE AND CONTACT PERSON(S):

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<td>James E. Perrine</td>
<td>Lori T. Mercado</td>
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<tr>
<td>Director of Parks &amp; Leisure Services</td>
<td>Administrative Analyst</td>
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<td><a href="mailto:lmercado@ci.porterville.ca.us">lmercado@ci.porterville.ca.us</a></td>
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8. AUTHORIZING SIGNATURE  
Under penalty of perjury, I certify that all statements made in this Application are complete and accurate to the best of my knowledge and that the Project(s) proposed in this Application is/are consistent with applicable planning documents. I am authorized to obligate the Applicant to the contractual terms of this Application. I authorize representatives of the Off-Highway Motor Vehicle Recreation Division to verify the accuracy of the information contained in this Application as needed.

| X |
|---|---|
| SIGNATURE | DATE |
CALIFORNIA STATE PARKS
Off-Highway Motor Vehicle Recreation Division

2007/2008 Grant and Cooperative Agreement Program

Total Grant Request: $210,000
City Match: $52,500

PROPOSED PROJECTS:

DEVELOPMENT:

The proposed project includes two components: (1) development of an unused portion of the existing OHV park into an ATV track, and (2) construction of a paved entrance and parking area.

ATV Track: The addition of a quad track will enhance Off-Highway recreation by encouraging legal ridership opportunities. Increased legal opportunity will discourage illegal quad-use at nearby riverlands and parkways, thereby reducing environmental damage, public nuisance and safety risks associated with illegal off-highway riding activities. Furthermore, an ATV track will afford increased safety and otherwise enhance the use of the current OHV track for motorcycle ridership by removing ATVs from the main track. Track development will include design, grading and track preparation, access road upgrade, and fence installation. Requested Grant Funds: $15,000

Paved Entrance/Parking Area: Currently, the entrance and parking areas at the OHV park are entirely loose dirt. A significant amount of staff time is dedicated to watering these areas to reduce dust migration. Existing equipment to perform parking lot maintenance is 30+ years old and requires significant maintenance time and expense; however, we have been unable to fund replacement. Paving of a parking lot and access roadways will enhance aesthetics and improve visitor satisfaction, will mitigate dust and air pollution concerns, and allow staff to focus maintenance efforts in other facets of track operation. It is anticipate the parking lot project will be completed utilizing a paving contractor. Requested Grant Funds: $43,000

Total Grant Request for Development: $58,000

FACILITIES OPERATIONS & MAINTENANCE:

The proposed project includes costs for routine and ongoing maintenance of the OHV facilities including track maintenance, staff costs, safety personnel, equipment maintenance, fuel, publicity, and utilities costs totaling $100,000. Included in this total is the anticipated replacement of the OHV water truck with a newer used water truck.
Water truck replacement will be contingent upon locating an acceptable vehicle which will meet the City's needs within an allowable budget ($50,000 to $60,000). If an appropriate vehicle is unattainable, the earmarked funds will be applied to other maintenance and operations expenses. Also included in this project is an upgrade of the existing observation deck. The existing restroom/concession building has a small, mesh shade structure on one side and is surrounded by grass. The condition of the shade structure is badly deteriorated. This project would allow installation of a covered concrete observation deck in a "U" shape around the existing building, and would provide a substantial increase in the area and quality of spectator amenities. Included in this portion of the project would be additional tables, benches, signage and information kiosks to enhance visitor comfort. Requested Grant Funds for Observation Upgrade: $42,000

Total Grant Request for O&M: $142,000

LAW ENFORCEMENT:

The final aspect of the grant application relates to law enforcement activities to reduce illegal off-highway vehicle activities. Requested funds will be used for law enforcement outreach and education activities, including patrol of City parkways and riverland areas to discourage ATV riding. It is anticipated that these activities will be incorporated in the newly established Park Ranger program, thereby increasing available funds and manhours in that program.

Total Grant Request for Law Enforcement: $10,000
COUNCIL AGENDA: SEPTEMBER 4, 2007

SUBJECT: ACCEPTANCE OF ARTWORK DONATION

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Parks and Leisure Services Department has been contacted regarding interest by the City in acceptance of donation of a large original painting. The artist is Mr. Louis R. Velasquez who painted this particular artwork in 1961, while attending Porterville High School. The painting is a sequel to "The Stagecoach at Porterville 1861", which is prominently displayed at the Porterville Historical Museum.

The donors are Mike and Judy Chahill who recently acquired the artwork from the original owners, the Powers family. It was painted for display in the Powers family cabin in Camp Nelson where it has been displayed for 46 years. Mike Chahill was a school classmate of the artist and they remain in contact with each other. When asked what stipulations the donors were requesting in offering the donation Mike, Judy and artist Louis responded that they and the Powers family "... just feel that it deserves preservation and is of a quality and provenance to warrant proper presentation."

Staff proposes to display the oil on plywood, 5 foot by 9 foot painting on a wall in the hallway of City Hall. The location suggested is along the outside of the Parks & Leisure Services Department, across the hallway from the "Freedom Shrine". It is also suggested that once space becomes available for appropriate display in the City Library (such as within a new facility) that this artwork be relocated. Mr. Velasquez has expressed his fond recollection of the Porterville Library as a teenager and how he utilized its resources for researching artists and painting styles.

RECOMMENDATION: That the City Council accept the donation of a Louis Velasquez artwork from Mike and Judy Chahill, and authorize its proper presentation within City Hall until such time as an appropriate and proper presentation can be accommodated within the City Library.

ATTACHMENT: Photo illustration of the artwork 'Recorder' news article on "The Stagecoach at Porterville 1861" and Louis Velasquez.

Director ___ Appropriated/Funded ___ City Manager ITEM NO.: 10
Stagecoach art carries visitors back to the past

By ESTHER AVILA
August 28, 2007 - 2:28AM
Stepping through the doors of the Porterville Historical Museum will do more than place visitors among historical antiques. It will transport them into another time — a time of early pioneer life and Butterfield Stagecoach days.

A mural painting on the north wall of the museum, painted by a 17-year-old high school student, brings those days to life.

Louis R. Velasquez said he still remembers when the principal of Porterville Union High School, Don Howard, entered the art room to talk to his instructor, Virginia Sackett in November 1960. The Chamber of Commerce had requested that the art class paint a picture in honor of Porterville’s 100-year celebration of the founding of the city.

But Howard had another idea.

“He asked if I thought I could paint the picture by myself, if I could portray a stagecoach arriving into the newly established town,” Velasquez said. “I thought briefly and said that I could do it.”

Velasquez agreed to paint it under one condition — that he could design and paint it any way he wanted and that he would do it all by himself.

The men agreed, but added a request of their own. They asked Velasquez to add a tall post with the words “Welcome to Porterville” and two signs — one pointing to St. Louis and the other to Tailholt — into the painting. Velasquez agreed.

“All the kids loved Roy Rogers, Gene Autry, Lash LaRue and other heroes and villains in the dramatic action-filled movies. They always created leaps of imagination and some of the best were the robberies of the stagecoaches as the driver sped through dirt roads of the hills and gullies, racing as fast as they could to get away,” Velasquez said. “That was the image I saw in my mind as I began to imagine the painting in my head and later designing it on paper.”

As the school’s wood shop department constructed the wooden frame for the canvas, 6 feet by 12 feet, Velasquez went to work — on research. He spent countless hours in the Porterville Library, studying how the harnesses and the bridles should look, he said.

“Louie was self-taught when it came to art. He would go to the Porterville Library and study and study the techniques of painting,” said high school and college friend John Boydstun. “He was always studying light. He always wanted dramatic lights. Out of the dark surroundings you would suddenly see the light focusing on the picture. He developed an appreciation for the way the masters manipulated the light. I have seen hundreds of his paintings and I own several of them, but his stagecoach painting was phenomenal. All of those overdue Rembrandt books paid off.”

Velasquez credits the art and teachings of Frederic Taubes, a Polish artist who immigrated to the U.S. in the 1930s, as his guide. He purchased magazines and books authored by Taubes.

“By the time I began painting the stagecoach painting in late 1960, I had been studying the old

masters techniques and using the materials made by Mr. Taubes for about five years,” Velasquez said. “I achieved a good understanding and a lot of practice of oil painting by using the information in his books.”

He also remembers leafing through World Book Encyclopedias that his mother bought from a door-to-door salesman in 1953.

“My mother knew the value of education and this set kept us busy every day — exploring the world in simple text and color pictures,” Velasquez said. “I discovered the greatest paintings in the world, the art of the old and modern masters of Europe and America. I built up a child’s knowledge of names and places of artists. When seeing the master paintings, I knew what I wanted to do in my life.”

Velasquez said he was influenced by 17th century European artists Peter Paul Rubens, Rembrandt Van Rijn, and Diego Velazquez.

“They lived in an era that had passed through the Renaissance and Caravaggio-inspired artists to explore dramatic realism and stark contrasts of darks and lights,” Velasquez said. “I could almost see the painting in my head as I imagined it full of lights and shade and movement.”

The high school instructor asked him to add more lights to the painting. She felt it was too dark in some areas.

“Toldn’t respond to her request because I was trying to get the high contrast effects of my favorite painters,” Velasquez said.

Velasquez completed the painting in his garage during the Christmas holiday and delivered it to the city in January 1961.

“I never stop thinking of the amazing things this painting has done for me all these years,” Velasquez said. “Nor have I ever stopped being grateful to Mr. Don Howard because he had vision and dared to follow it and chose to let me paint the picture by myself.”

Contact The Recorder newsroom at 784-5000, Ext. 1044.
SUBJECT: 2006/2007 ANNUAL RECLAMATION AREA COST RECOVERY PROGRAM REPORT

SOURCE: Public Works Department

COMMENT: The City of Porterville Sewer Enterprise operates a Reclamation Area Cost Recovery program to dispose of up to 5.3 million gallons of treated wastewater each day. As part of this program, 407 irrigated acres are farmed and managed by the City's contracted farm manager, Robert C. Nuckols. The attached Annual Report was developed by the farm manager, agricultural consultant Karol Aure-Flynn, and City Staff.

The farming operation showed a $72,251 profit, with revenues of $377,661 and farming-only expenses of $303,985. Overall reclamation area expenses, which includes non-crop and percolation pond expenses were $411,857 for an overall program cost of $35,196 to dispose of 5,229 acre feet of water.

RECOMMENDATION: Information Only

ATTACHMENT: Reclamation Area Cost Recovery Annual Report
SUMMARY (as of 8/27/07)

Activities at the Reclamation area posted $377.6K\textsuperscript{1} in revenue on 407 acres of irrigated farmland during the 06-07 fiscal year. Total expenses were $413.2K\textsuperscript{2}, including material inventory and expected commission on hay inventory. The overall program outperformed budget expectations by $57.7K, costing $35.6K to dispose of 4,064.9 acre feet of effluent through irrigation, and 1,163.7 acre feet of effluent through the percolation ponds. Non-crop operations represent 26% of total program costs. With non-crop expenses excluded, farming-only net profit was $72.3K.

DESCRIPTION
Market conditions defined 2006-2007 results. Commodity prices continued to soar as a result of the ethanol effect, and hay prices followed. At a regional level, severe drought conditions placed additional upward pressure on feed prices. Input prices also increased significantly, particularly fertilizer and fuel. The budget originally included 74 acres of additional property that was removed from the reclamation area early in the fiscal year. 06-07 was the first year for the restructured the annual budget into three separate functions: a) Farming b) Non Crop c) Percolation Pond operations and maintenance. These functions are represented by columns in the financial summary.

OBSERVATIONS
The Cost Recovery program at the Reclamation Area is now entering its fifth year. The large up-front costs of program development and capital improvements have been completed. 06-07 Operations included preparation for biosolids distribution. The most important impact of biosolids application will be the removal of acreage from utilizing effluent irrigation, and the additional expense of using well water to irrigate for one year per regulations. Program growth to accommodate changing community needs will be included in future budgetary discussions, including the acquisition of property through lease and/or purchase, and the expansion of the percolation system. Note that financial reports have been derived from Dept of Finance and Wastewater Treatment Facility records available as of 08/23/07, and are subject to any reconciliation, review, and audit still in process.

\textsuperscript{1} Total Revenues include Accounts Receivable and Sale Inventory with estimated value
\textsuperscript{2} Total Expenses include additional estimated commission for A/R & Sale Inventory, less remaining material inventory
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<td>303,985</td>
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<td>106%</td>
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<td>105%</td>
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<td>NET INCOME less _62, _63 expenses: CROP ONLY NET</td>
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SUBJECT: CONSOLIDATED WASTE MANAGEMENT AUTHORITY MEMBERSHIP AGREEMENT PAYMENT

SOURCE: Public Works Department - Field Services Division

COMMENT: On December 8, 1999, the Cities of Visalia, Porterville, Lindsay, Dinuba and Tulare entered into a Joint Powers Agreement forming the Consolidated Waste Management Authority (CWMA). By this Agreement, a Joint Powers Authority was created to act as a regional agency and independent public agency to comprehensively plan, develop, operate, and manage the transformation, diversion, recycling, processing and disposal of solid waste within the members' jurisdictions. On November 26, 2002, the cities of Exeter, Farmersville and Woodlake joined the CWMA.

On November 17, 2005, the CWMA Board approved Tulare County joining and on January 26, 2006, formally accepted the City of Woodlake's withdrawal. On April 14, 2006, the City Council authorized the mayor to sign the new agreement with the CWMA with these changes. With the CWMA carryover funds decreasing, the City of Porterville's population increasing, and the addition of assisting Habitat for Humanity, the City of Porterville's contribution share has increased from $34,772 in 06/07 to $53,708 for 07/08. The City's membership fee is paid from the Solid Waste Fund.

On June 28, 2007, the California Department of Conservation awarded a total of $116,278 to the Consolidated Waste Management Authority members. The City of Porterville received a "DOC/Recycling" check for $12,018 as its portion of the awarded funds. These funds are used to finance the CWMA recycling education, community awareness, and clean-up programs within these eight agencies and needs to be forwarded to the CWMA.

RECOMMENDATION: That City Council authorize:

1. Payment to CWMA in the amount of $53,708 for the City's membership contribution; and

2. Forward a check to CWMA in the amount of $12,018 for the City's portion of CWMA's awarded funds received from California Department of Conservation.

ATTACHMENT: CWMA Proposed Budget
### CONSOLIDATED WASTE MANAGEMENT AUTHORITY
#### 2007/08 REVISED BUDGET

<table>
<thead>
<tr>
<th></th>
<th>Current 2006-07 Budget</th>
<th>REVIS 2007-08</th>
<th>Estimated 2008-09 Based on 3% Population Increase</th>
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<td><strong>REVENUES</strong></td>
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<tr>
<td>Bottle Bill Funds</td>
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<td>$116,278</td>
<td>$121,500</td>
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<td>Bottle Bill Carryover</td>
<td>51,099</td>
<td>72,000</td>
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<td><strong>Bottle Bill Fund Total</strong></td>
<td>$165,664</td>
<td>$188,278</td>
<td>$121,500</td>
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<td>Member Contributions</td>
<td>314,680</td>
<td>439,968</td>
<td>661,707</td>
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<td>County Additional Contribution</td>
<td>115,995</td>
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<td><strong>Membership Contribution Total</strong></td>
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<td>$439,968</td>
<td>$661,707</td>
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<td>Membership Contribution Carryover</td>
<td>$166,661</td>
<td>$150,000</td>
<td>-</td>
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<td><strong>TOTAL REVENUES</strong></td>
<td>$763,000</td>
<td>$778,246</td>
<td>$783,207</td>
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| **Expenditures**     |                        |               |                                                   |
| Staff                | $91,000                | $94,500       | $99,000                                           |
| **$91,000**          |                        |               |                                                   |
| Professional Services|                        |               |                                                   |
| Legal                | $9,000                 | $5,000        | $9,000                                            |
| Accounting           | 1,500                  | 1,200         | 1,500                                             |
| Audit                | 8,000                  | 2,000         | 2,000                                             |
| **$18,500**          |                        |               |                                                   |
| Programs             |                        |               |                                                   |
| Education and Public Awareness | 38,500               | 38,500        | 38,500                                            |
| Beverage Container Collection | 13,500              | 13,500        | 13,500                                            |
| CSET Bev. Container  | 40,000                 | 40,000        | 40,000                                            |
| CSET School Education | 70,000               | 70,000        | 70,000                                            |
| ReStore-Habitat for Humanity | -                   | 45,000 -     | 30,000                                            |
| Household Haz Waste  | 240,000 -              | 218,098       | 224,640                                           |
| Litter Cleanup       | 21,500                 | 21,500        | 21,500                                            |
| Media Campaign       | 75,000                 | 75,000        | 75,000                                            |
| C & D Subsidy        | 95,000                 | 93,948 -      | 96,764                                            |
| Waste-to-Energy      | 60,000                 | 60,000        | 61,800                                            |
| **$653,500**         |                        | $675,546      | $671,707                                          |

**TOTAL EXPENDITURES**

|                      | $763,000               | $778,246      | $783,207                                          |

**Contributions Based on Population %**

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<td>19.297 5%</td>
<td>$15,080</td>
<td>20,002 5%</td>
<td>20,802 5%</td>
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<td>10.357 3%</td>
<td>$8,094</td>
<td>10,730 3%</td>
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<tr>
<td>Farmersville</td>
<td>10.246 3%</td>
<td>$8,002</td>
<td>10,466 2%</td>
<td>10,922 2%</td>
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<td>Lindsay</td>
<td>11.031 3%</td>
<td>$8,620</td>
<td>11,174 3%</td>
<td>11,660 3%</td>
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<td>Porterville</td>
<td>44.496 11%</td>
<td>$34,772</td>
<td>51,467 12%</td>
<td>53,708 12%</td>
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<td>55,935 13%</td>
<td>58,370 13%</td>
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<td>150,234 37%</td>
<td>$233,397</td>
<td>144,094 34%</td>
<td>150,367 34%</td>
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<td>Visalia</td>
<td>107,950 27%</td>
<td>$84,046</td>
<td>117,744 28%</td>
<td>122,870 28%</td>
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<td><strong>TOTAL</strong></td>
<td>402,882 100%</td>
<td>$430,675</td>
<td>421,612 100%</td>
<td>439,968 100%</td>
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SUBJECT: CITY/COUNTY JOINT PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The City of Porterville Field Services Division will complete an overlay of Date Avenue from the railroad tracks east of Plano Street to Park Street this summer. A portion of said street belongs to Tulare County. The Public Works Director contacted the Assistant Director of Tulare County Resource Management Agency in charge of operations to inquire about a City/County joint project.

Field Services provided the following information regarding the County’s share of the proposed overlay work. The cost breakdown is as follows:

- Material $8763.75
- Labor $2160.48
- Equipment $3372.00
- Total $14,296.23

Tulare County has offered to provide the City with $14,300 of plant run cold mix from the City’s current asphalt supplier, Vulcan, to cover their share of the project. Field Services and the Public Works Director are agreeable to this offer.

RECOMMENDATION: That City Council:

1. Accept Tulare County’s offer for the City/County Joint project on Date Ave; and

2. Authorize the Public Works Director to write a letter to Tulare County stating that the County’s offer to pay for $14,300 worth of cold mix asphalt is acceptable to the City of Porterville.

ATTACHMENT: Locator Map

P:\pub\work\Engineering\Council Items\City-County Joint Project 2007-09-04.doc

Dir Appropriated/Funded CM Item No. 13
COUNCIL AGENDA: SEPTEMBER 4, 2007

SUBJECT: APPROVAL OF MEASURE ‘R’ SUPPLEMENTAL AGREEMENT SCRANTON AVENUE & INDIANA STREET RECONSTRUCTION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Tulare County Association of Governments, acting as the Local Transportation Authority ("Authority") is requesting that the City of Porterville approve and submit a Supplemental Agreement (SA) for the Scranton Avenue & Indiana Street Reconstruction project. A locator map identifying the project limits is included in Council’s packet. The project is considered a "regional" project and therefore a SA is necessary before the "Authority" can reimburse for design and right of way costs.

The Scranton Avenue & Indiana Street Reconstruction project was originally envisioned as a County project. With the successful passage of Measure ‘R’, this project became a “regional” project and eligible for full funding using Measure ‘R’ funds. Unfortunately, the County’s Engineering Division felt it lacked the resources to properly prepare plans, specifications and pursue right of way acquisitions. Because Public Works considers these two streets vital to the improvement of traffic circulation in this section of town, Public Works agreed to assume responsibility for design, right of way acquisition and the completion of CEQA.

As stated above, a Supplemental Agreement, Resolution and an Exhibit ‘A’ must be received by the “Authority” before the City can seek reimbursement for all design and right of way costs. Exhibit ‘A’ provides the project title, project scope, design, right of way schedule, and estimate of probable cost for design and right of way.

RECOMMENDATION: That the City Council:

1. Approve the attached resolution affirming the City Council’s support of the Scranton Avenue & Indiana Street Reconstruction project; and

2. Authorize the Mayor and City Manager to execute the Scranton Avenue & Indiana Supplemental Agreement; and

3. Direct the City Clerk to transmit the executed Supplemental Agreement to the Tulare County Authority; and

Item No. 14
4. Direct the Public Works Director to proceed with design, completion of CEQA and preparation of a City/County right of way agreement per Section 1810 of the Streets and Highways Code; and

5. Direct the Public Works Director to proceed with right of way appraisals and initiate right of way negotiations once the right of way agreement is executed by both agencies.

ATTACHMENTS:
- Locator Map
- Supplemental Agreement
- Resolution
- Exhibit ‘A’
MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on September 4, 2007, by and
between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF
GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the “Measure R Cooperative Agreement” for
Measure R Expenditures which was entered into between the Sponsor and the Authority on May
15, 2007 and is subject to all terms and conditions thereof. This Program Supplement is
executed under authority of Resolution No. __________, approved by the Sponsor on September 4,
2007

Project Scope, Costs, and Schedule are incorporated herein as Attachment “A” and agreed upon
by Sponsor and Authority.

Covenants of Sponsor

1.1. SPONSOR agrees that it will only proceed with work authorized for specific phases(s) with
a written “Authorization to Proceed” or Authority action and will not proceed with future
phase(s) of this project(s) prior to receiving a written “Authorization to Proceed” or Authority
action.

1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with
SPONSOR standards.

1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60
days after the project contract award.

1.4. Failure to submit award information in accordance with section 1.3 will cause a delay
(without interest or penalties) in AUTHORITY processing invoices for the construction phase.

1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each
phase a written explanation of the absence of project(s) activity along with target billing date and
target billing amount.

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

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: ____________________________
    Authority Director

Attest:

City of Porterville By: ____________________________ By: ____________________________
    Cameron Hamilton, Mayor    John Longley, City Manager
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT
OF THE CITY COUNCIL FOR THE SCRANTON AVENUE
AND INDIANA STREET RECONSTRUCTION PROJECT

WHEREAS, the County of Tulare respectfully asks that the City of Porterville
consider accepting full responsibility for the design and right of way acquisition for the
Scranton Avenue and Indiana Street Reconstruction project; and

WHEREAS, the City of Porterville considers the development of Scranton
Avenue and Indiana Street to be vital to the improvement of traffic circulation in said
area and desires to take over the project; and

WHEREAS, the successful passage of Measure ‘R’ has reclassified this project
as Regional and made it eligible for full funding under Measure ‘R’; and

WHEREAS, the Tulare County Association of Governments is requesting that the
City of Porterville approve and submit a Supplemental Agreement that will allow the City
to seek reimbursement for all design and right of way costs;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
Porterville does hereby affirm and approve support of the Scranton Avenue and Indiana
Street Reconstruction project and authorizes the Mayor and City Manager to execute
the Measure R Scranton Avenue.

______________________________
Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

By: Patrice Hildreth, Deputy City Clerk
Project Title: Scranton-Indiana Street Reconstruction Project

Project Description: The design effort will include the following tasks:

1. Topography survey of the subject site.
2. Hydraulic analysis to determine proper storm drain conduit size and appurtenances.
3. Soil characterization, 'R' value determinations, traffic counts and commercial vehicle axle counts to arrive at a proper traffic index.
4. Plans & specifications for a four lane, asphalt concrete street, complete storm drain system and related appurtenances.
5. Coordination management during the design phase between the State, County, City and private utility companies.

The right of way effort will include the following tasks:

1. Right of way assessment and preparation of alignment drawings.
2. Preparation of legal descriptions and right of way plats.
3. Property appraisals performed by an MAI appraiser.
4. Right of way offers and negotiations performed by an independent, licensed property negotiator.

Project Limits: Scranton Avenue from approximately 400' east of Highway 65 (Tulare County/California State right of way line) east to Indiana Street and; Indiana Street from Scranton Avenue north to Gibbons Avenue.

Engineer’s Estimate of Design Probable Cost:

1. Topography Survey - $20,000
2. Engineering & technical analysis $60,000 (includes plans & specifications
3. Soil analysis, traffic studies $10,000
4. Legal descriptions, r/w plats $2,500
5. Right of way appraisals $3,500
6. Property negotiations $4,000

Total “Design” Costs $100,000
Supplemental Agreement  
Scranton – Indiana Reconstruction Project  
Page 2 of 3  

Engineer’s Estimate of Right of Way Acquisition Costs:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Per S.F.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>91,170 S.F. Commercial @ $9.63/S.F.</td>
<td></td>
<td>$877,967</td>
</tr>
<tr>
<td>2</td>
<td>33,950 S.F. Residential @ $4.00/S.F.</td>
<td></td>
<td>$135,800</td>
</tr>
</tbody>
</table>

Total Right of Way Acquisition Costs $1,013,767

Cc: P:PW/.../Baldo/Measure R Documents/Indiana-Scranton Exhibit A
<table>
<thead>
<tr>
<th>Task</th>
<th>2007</th>
<th>2008</th>
</tr>
</thead>
</table>

### CITY OF PORTERVILLE

Beratan and Indiana Reconstruction Project - Design and Right-of-Way Acquisition Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>2007</th>
<th>2008</th>
</tr>
</thead>
</table>

### Phase 1 - Preliminary Engineering/Environmental and Right of Way

1. Complete Environmental Process and Preliminary Engineering
2. Preparation of Legal Right of Way Plans and Description
3. Property Appraisal
4. Property Acquisition

### Phase 2 - Final Design and Project Manual

1. Preparation of Construction Plans
2. Preparation of Project Manual

Note: The City of Porterville will commence with the property acquisition after completion of the Environmental process. The schedule is contingent upon the completion of the environmental process, which may cause schedule fluctuations.
Reconstruction of Indiana Street and Scranton Avenue
SUBJECT: AIRPORT LIABILITY INSURANCE RENEWAL

SOURCE: ADMINISTRATIVE SERVICES/PURCHASING DIVISION

COMMENT: Airport Liability Insurance provides coverage for Bodily Injury, Property Damage, Personal Injury, Products-Completed Operations and Advertising Injury Combined ($10,000,000 each occurrence), as well as Hangar Keepers coverage ($10,000,000).

There are a limited number of insurance companies that insure airports. Guaranty California Insurance Services (formerly Griswold Agency) is the City's broker for aviation policies. They have researched the current market and recommend the City renew its airport coverage with Ace Property and Casualty Insurance Company. The cost for this year will be $10,738 which reflects no increase over last year. Funds have been budgeted in the Airport Operating Fund.

RECOMMENDATION: That the Council approve the renewal of the Airport Liability Insurance policy under the same terms, conditions and exclusions as the prior year.

ATTACHMENT: Letter from Guaranty together with Renewal Quote

D.D. [ ] Appropriated/Funded [ ] C.M. [ ] Item No. 15
Guaranty
CALIFORNIA INSURANCE SERVICES INC.

August 24, 2007

John Lawless
City of Porterville
291 North Main Street
Porterville, CA 93257

Policy Number: AAPN00985521003
Policy Description: Aviation
Insurance Company: ACE Property & Casualty Ins Co
Effective Date: September 7, 2007 Renewal Quote

Dear John:

We are pleased to forward to you with this letter the September 7, 2007, renewal quote that our agency has obtained from Ace Property & Casualty Insurance Company (A: XII) through Wholesale Connection Insurance Services for the City’s airport liability coverage which expires on that date. The premium is identical to last year - $10,738 – as are the limits, coverage extensions and exclusions. There are optional quotes included for war and terrorism.

In order for our agency to request coverage bound at expiration, it will be necessary that the Terrorism Disclosure Notice be signed and returned with your choice to either include or exclude that coverage. The renewal premium will be due to the carrier 20 days from the effective date.

We thank you for allowing our agency to assist in your insurance needs. If you have any questions, please don’t hesitate to contact our office.

Sincerely,

GUARANTY CALIFORNIA INSURANCE SERVICES

Brenda Carr
Account Representative

/bc
Enclosure
**Wholesale Connection**  
**Insurance Services**  
5959 Topanga Cyn Blvd, #250  
Woodland Hills, CA 91367  
Tel: (818) 716 9800  
Fax: (818) 716 9899  
Lic: 0F06657

**NAMED INSURED:** CITY OF PORTERVILLE

---

**AIRPORT OWNERS & OPERATORS LIABILITY**  
Please review carefully as this **RENEWAL QUOTE** may not contain all terms and conditions requested

**CARRIER:**  
ACE PROPERTY & CASUALTY INSURANCE COMPANY (A: XII)

**TERM:**  
9-6-07 To 9-6-08

**INTEREST:**  
The Insured's Legal Liability, to which this Quote applies, arising out of the Insured's Airport Operations at the Following Airport Location:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTV</td>
<td>Porterville Municipal Airport, Porterville, CA</td>
</tr>
</tbody>
</table>

**LIMITS:**  
- $10,000,000 Each Occurrence/Offense in Respect to Bodily Injury, Personal and Advertising Injury and Property Damage Combined, Subject to the Following Limitations:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,000,000</td>
<td>Products-Completed Operations Annual Aggregate Limit</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>Personal Injury and Advertising Injury Annual Aggregate Limit</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>Malpractice Annual Aggregate Limit</td>
</tr>
<tr>
<td>Not Insured</td>
<td>Extended Coverage — War, Hi-Jacking &amp; Other Perils Annual Agg Limit</td>
</tr>
<tr>
<td>$ 50,000</td>
<td>Fire Damage Limit Any One Fire</td>
</tr>
<tr>
<td>$ 1,000</td>
<td>Medical Expense Limit Any One Person</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>Hangarkeepers not &quot;In Flight&quot; Limit Any One Occurrence</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>Hangarkeepers not &quot;In Flight&quot; Limit Any One Aircraft</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>Non-Owned Aircraft Liability</td>
</tr>
</tbody>
</table>

**DEDUCTIBLE:**  
Nil  
Each Occurrence or Offense, but not to Exceed Nil Annual Aggregate

**ATTACHMENTS:**  
1) Policy Form: AAP 201/202 (11/99);  
2) Immunity Waiver Endorsement;  
3) Personal Injury Limitation Endorsement;  
4) Pollution Endorsement;  
5) Cancellation Notification Change;  
6) California Changes — Cancellation and Non-Renewal;  
7) Trade or Economic Sanctions Endorsement;  
8) Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage

**EXCLUSIONS:**  
1) War, Hi-Jacking and Other Perils (See Policy Form);  
2) Noise, Pollution and Other Perils (See Policy Form);  
3) Amendment of Noise & Pollution and Other Perils Exclusion;  
4) Silica, Dust and Particulate Matter;  
5) Nuclear Risks;  
6) Conditional Exclusion of Terrorism Endorsement;  
7) Exception to Terrorism Exclusion for Other Acts of Terrorism Endorsement;  
8) Date Recognition;  
9) See Policy Exclusions Form;
Wholesale Connection
Insurance Services
5959 Topanga Cyn Blvd, #250
Woodland Hills, CA 91367
Tel: (818) 716 9800 Fax: (818) 716 9899
Lic: 0F06657

Marilyn Wert
Direct Dial: (818) 251 3508
mwert@wcis-ins.com

NAMED INSURED: CITY OF PORTERVILLE

CONDITIONS:
1) Premium is 25% Minimum Retained on Binding;
2) Sixty (60) Days Notice of Cancellation, Except Ten (10) Days for Non-Payment;
3) Signed and Dated Application – RECEIVED

PREMIUM:
$10,238.00 Annual Premium
$500.00 Broker Fee
$10,738.00 Total

REMARKS:
ANNUAL ADDITIONAL PREMIUMS FOR OPTIONAL COVERAGE:

$5,000 Annual War Premium;
$3,071 Coverage as Required by the Terrorism Risk Insurance Act of 2002 (TRIA)
$5,571 For Coverage Under Both of the above Endorsements, Subject to
Regulatory Approval
COUNCIL AGENDA: September 4, 2007

SUBJECT: APPROVAL OF ANNUAL TRANSPORTATION AGREEMENT WITH TULARE COUNTY

SOURCE: Administration (Transit)

COMMENT: Since 1983, the City of Porterville has maintained annual agreements with the County of Tulare to provide contract transit service to residents within the unincorporated but urban areas of the community, as currently depicted by the attached Service Area Boundary Map. The last Agreement expired June 30, 2007, and it is proposed the attached successor Agreement be approved and maintained for FY 2007-2008.

Traditionally, the County has shared in the net operating cost of the system, i.e., total costs less fare box revenues, in proportion to the ridership percentage from the unincorporated area as experienced over the previous Agreement year. However, calculations have been modified over the last several years due to the inclusion of the City of Porterville in the Federal Transit Administration (FTA) Section 5307 program. Last year, the County reimbursed the City at a rate of 34.5% of net operating costs for the Demand-Response System, and at the rate of 30% of net operating costs for the Fixed Route System. This year, the County rate of reimbursement is 27.9% and 30%, respectively. (The Demand-Response calculation was reduced based on the actual percentage of County trips completed on the Demand-Response system for the FY 2006/2007 operating year. Beginning August 1, 2006, Demand-Response service was reduced to Seniors and ADA passengers only.) The County contribution to City transit operations for the FY 2007/2008 Agreement will be $272,700, down from last year's compensation of $314,107. This total amount of compensation also takes into account a credit of $68,911, representing the City’s fourth annual credit to the County of Tulare over a six-year period which differed from “budgeted” amounts used to calculate the

DD Appropriated/Funded CM

Item No. 16
original compensation totals for the six years in question. The City will also receive a credit of $225 for compensation for additional fare revenue as reconciled for the County Regional Pass program.

RECOMMENDATION: That the City Council enter into an Agreement with the County of Tulare for FY 2007-2008 to provide service to County residents within the Service Area Boundary Map, and authorize the Mayor to execute the Agreement on behalf of the City.

ATTACHMENTS:
1. City/County Transit Agreement
2. Service Area Boundary Map
3. Letter to Tulare County setting forth cost formula components
AGREEMENT

THIS AGREEMENT, is entered into as of this ____ day of ______________, 2007, by and between the COUNTY OF TULARE, hereinafter referred to as the “County”, and the CITY OF PORTERVILLE, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the County and the City desire to coordinate their respective public transportation systems in the Porterville Urbanized area; and

WHEREAS, there are and will continue to be citizens of the County who can reasonably be served by the City’s transit system and there are and will continue to be citizens of the City who can reasonably be served by the County’s transit system; and

WHEREAS, the County and the City recognize the goals of providing a transportation system to the general public at a reasonable fare and that of providing coordinated public transportation service within the Porterville Urbanized area; and

WHEREAS, the County and the City desire to provide for the Joint Exercise of Powers for the purpose of providing and maintaining public transportation systems in the Porterville Urbanized area;

NOW, THEREFORE, County and City mutually agree as follows:

1. Scope of Work. The County and City shall each control, manage, and operate a separate transit system. The City and County shall furnish each other thirty (30) days prior written notice of any and all service level and fare level changes.

   (a) County. The County shall provide transit service to those residents of the City desiring to use the regularly scheduled service of the County transit system. The County shall establish bus stop location(s) within the City which will interface with the City bus stop locations and facilitate system transfers. The County stop(s) shall be established at locations acceptable to the City. Approval on behalf of the City shall be given by the City Transit Coordinator.

   (b) City. The City shall establish a series of bus stop locations within the County. The City stops shall be established at locations acceptable to the County. Approval on behalf of the County shall be given by the Director of Transportation. The City shall provide transit service to County residents desiring transit service within the urbanized service area as set forth in Exhibit “A” which is attached hereto and made a part hereof by this reference.

2. Management-County. The County shall manage the County transit system in an appropriate manner, insuring cost effective operation, including marketing the system in a professional manner and collecting fares from riders on the County transit system.

Tulare County Agreement No. ____________________________
3. **Management-City.** The City shall manage the City transit system in an appropriate manner, insuring cost effective operation, including marketing the system in a professional manner and collecting fares from riders on the City transit system.

4. **Compensation.** The County shall compensate the City for service to County residents living in the herein agreed upon service area. Compensation shall be limited to a percentage of the operating costs of the City's Transit System. The term “operating cost” as used in this Agreement shall be defined as all costs in the operating expense object classes of the Uniform Systems of Accounts for Public Transit Operators adopted by the State Controller pursuant to Public Utilities Code Section 99243.

Compensation for the period July 1, 2007 through June 30, 2008, will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Demand Response</th>
<th>Route Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>County LTF (See Below)</td>
<td>$219,501</td>
<td>$353,833</td>
</tr>
<tr>
<td>FTA Section 5307Credit</td>
<td>($71,413)</td>
<td>($94,692)</td>
</tr>
<tr>
<td>Fare Box Credit</td>
<td>($9,462)</td>
<td>($75,326)</td>
</tr>
<tr>
<td>Annual Credit Adjustment (Forth of Six equal credits)</td>
<td>($68,911)</td>
<td></td>
</tr>
<tr>
<td>T-PASS Adjustment for 06/07</td>
<td></td>
<td>$225</td>
</tr>
<tr>
<td>Depreciation</td>
<td>$4,185</td>
<td>$14,760</td>
</tr>
<tr>
<td><strong>Total Payment</strong></td>
<td>$142,811</td>
<td>$129,889</td>
</tr>
</tbody>
</table>

5. **Authorization of Payment.** FTA Section 5307 Funds will be claimed by the City on the County's behalf. The County by this Agreement authorizes the Tulare County Association of Governments to transfer $272,700 of State Transit Assistance Funds, and/or Local Transportation Funds from the County's 2007/08 Apportionment to the City of Porterville's Apportionment. The County further authorizes the City to claim said $272,700 as full payment for services under this Agreement. In case of termination of this Agreement prior to June 30, 2008, the County agrees to compensate the City for a proportional amount of the sum of $272,700 based upon the number of days the services were provided by the City during a 365 day period.

6. **FTA Funds.** Per the 2000 Census, the Porterville Urbanized Area has a population of 59,961; 39,615 (66.0%) of which are City residents, and 20,346 (34.0%) of which are County residents. The Porterville Urbanized Area is eligible to receive Federal Transit Administration (FTA) Funds from Section 5307. The City of Porterville will be the claimant of these funds. The City will, at the request of the County, claim and transmit up to 34% of said funds for use by the County for eligible purposes under FTA Section 5307. In no case shall the amount transmitted or credited to the County exceed 34% of the total available. Any Section 5307 Funds which are to be transmitted to the County shall be handled under a separate agreement.
7. **Renegotiation.** In the event a contract between the Federal Transit Administration and the City of Porterville is not executed by June 30, 2008 for the Section 5307 Funds specified in paragraphs 4, 5 and 6 or in the event that $166,105 exceeds 34% of the total FTA Section 5307 funds available to the Porterville urbanized area, this contract will be renegotiated to reflect this condition.

8. **Drivers.** The parties shall require that all transit drivers meet all licensing requirements of the State of California.

9. **Indemnification-City.** City shall hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of City or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

10. **Indemnification-County.** County shall hold harmless, defend and indemnify City, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of County or its agents, officers and employees under this Agreement, and any claims made against County alleging civil rights violations by City under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. **Insurance-Liability.** The City and the County shall each provide comprehensive general public liability and comprehensive automotive liability insurance with single limit coverage of not less than $5,000,000 or equivalent self-insurance covering their activities under this Agreement. Prior to commencing operations, each party shall file with the Clerk of the other party certificates of insurance evidencing the coverage required herein and naming the other party, its officers, agents and employees as additional insured’s. Such certificates shall state that the named additional insured’s are not responsible for the payment of any premium or assessment and shall provide that in the event of a cancellation or material change of policy, the insurer shall give the named additional insured’s no less than thirty (30) days advance written notice of such cancellation or change. Upon request,
each party shall provide the other with a complete copy of the insurance policy or policies or evidence and terms of self-insurance as required herein.

The parties agree, during the term of the Agreement, to maintain at their own expense (or require of their independent contractors) all necessary insurance for their respective officers, employees, and agents, including but not limited to workers' compensation, disability and unemployment insurance in accordance with state statutory requirements and to provide certificates of such insurance or other evidence of compliance to the other party upon request. The insurance, and evidence thereof, required by this Agreement may be provided either directly by the parties or, if a party contracts with an independent contractor/operator to provide the services required by this Agreement, by the operator of that party's system as deemed appropriate by such party.

12. **Term of Agreement.** This Agreement shall become effective July 1, 2007 and shall continue in full force and effect until June 30, 2008 unless terminated earlier, as herein provided.

13. **Termination.** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

(a) **Without Cause.** Either party shall have the right to terminate this Agreement without cause by giving the other party SIXTY (60) days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

(b) **With Cause.** This Agreement may be terminated by either party should the other party:

   (i) be adjudged a bankrupt, or
   (ii) become insolvent or have a receiver appointed, or
   (iii) make a general assignment for the benefit of creditors, or
   (iv) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
   (v) materially breach this Agreement.

For any of the occurrences except item (v), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIFTEEN (15) days of written notice specifying the breach.
not remedied within that FIFTEEN (15) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within a FIFTEEN (15) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

(c) Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

14. Notices. Any notices to be given shall be written and served either by personal delivery or by first class mail, postage prepaid and addressed as follows:

County: Director of Transportation
Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277

City: Transit Coordinator
City of Porterville
291 N. Main Street
Porterville, CA 93257

15. Integration. This Agreement constitutes the sole and only Agreement between the parties hereto as to the services to be provided hereunder. Any prior agreements, promises, negotiations or representations as to such services not expressly referred to herein are of no force and effect.

16. Modification. The City and County shall furnish each other thirty (30) days prior written notice of any and all recommended service level and fare level changes. The City shall request and receive approval from the County Director of Transportation prior to any changes in service levels or fare levels in unincorporated areas of the service area. Except for said changes, this Agreement shall be modified or amended only with the prior written consent of both parties.

17. Assignment. Neither party shall assign or transfer any of the rights or privileges or any parts thereof of this Agreement without the other party's prior written consent.
18. **Records.** Each party agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement, any disputes surrounding the subject matter of this Agreement, and any other related circumstances in accordance with generally accepted accounting principles and practices. Each party shall allow the other party's agents or representative's access to such records for inspection, audit, and copying during normal business hours. Each party shall provide further facilities for such access and inspection.

19. **Surveys.** Either the City or the County may conduct periodic ridership surveys. Said surveys shall not interfere with the operation of the system.

20. **Legal Operation.** City and County each shall carry out its obligations under this Agreement in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

21. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

22. **Governing Law.** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement shall be brought in Tulare County California. City waives the removal provisions of California Code of Civil Procedure Section 394.

23. **Conflict with Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. The remainder of the Agreement shall continue in full force and effect.

24. **Headings.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

25. **No Third Party Beneficiaries.** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

26. **Waivers.** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

27. **Exhibits and Recitals.** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement. Each Exhibit shall be initialed by both parties to this Agreement.
28. Further Assurances. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

29. Assurances of Non-Discrimination. City and County expressly agrees that it will not discriminate in employment or the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

COUNTY OF TULARE

By ____________________________
Chairman, Board of Supervisors
“COUNTY”

ATTEST: ____________________________
County Administrative Officer/
Clerk of the Board of Supervisors.

By ____________________________
Deputy

CITY OF PORTERVILLE

By ____________________________
Cameron J. Hamilton, Mayor
“CITY”

ATTEST: Clerk of City of Porterville

By ____________________________
Deputy

Approved as to Form, County Counsel

Approved as to Form, City Attorney

By ____________________________
City Attorney
August 16, 2007

Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

Attention: Dan Fox, Transit Coordinator

Formula for Fiscal Year 2007/08 Transit Agreement Between the
City of Porterville and Tulare County

Dear Mr. Fox:

The following is a description of the cost formula components for the proposed FY 2007/08 transit agreement between our agencies.

**FY 2007/08 COLT/COUNTY SERVICE COST**
Compensation to the City for service to County residents is based on a percentage of the operating and capital costs of the transit system.

**OPERATING COST**
Operating Cost is defined as all costs in the operating expense categories of the Administration, Demand-Response and Fixed Route components. In accordance with this definition, and the adopted City of Porterville Annual Budget for FY 2007/08, the COLT operating cost is $1,741,403.

The compensation formula requires that transit system operating costs be allocated between the two service modes, Demand-Response and Fixed Route. The City's transit budget is prepared in three segments: Administration, Demand-Response and Fixed Route. The only segment based on the proportion of service hours to be operated in each mode is the Administration segment, which segment has been apportioned to Demand-Response and Fixed Route based on the following percentages. The balance of the expense allocation in each service mode represents actual budget projections for that service mode. (Service hours based on actual revenue hours for FY 2006/07).

<table>
<thead>
<tr>
<th>Service Mode</th>
<th>Service Hrs.</th>
<th>% of Total</th>
<th>Expense Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>8,642</td>
<td>28.9%</td>
<td>$561,959</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>21,309</td>
<td>71.1%</td>
<td>$1,179,444</td>
</tr>
<tr>
<td>Total</td>
<td>29,951</td>
<td>100%</td>
<td>$1,741,403</td>
</tr>
</tbody>
</table>

City Manager’s Office
291 North Main Street Porterville, California 93257
(559) 782-7466 Fax (661) 362-4008 Email: mgr-Office@ci.porterville.ca.us
Resource Management Agency
August 16, 2007
Page Two

2007/2008 FAREBOX REVENUE
The compensation formula includes a credit to the County for fares collected from County residents. It is therefore necessary to allocate farebox revenues between the two service modes. The City of Porterville FY 2007/08 farebox revenue is estimated to be $285,000. Of this amount, it is projected that $33,915 (11.9%) will be collected on the Demand-Response service, and $251,085 (88.1%) will be collected from Fixed Route system passengers. This allocation is based on the proportion of fees collected on each service mode during FY 2006/07.

COMPENSATION FOR DEMAND-RESPONSE
Based on actual ridership data reported by Sierra Management during FY 2006/07, County residents consumed 27.9% of the total Demand-Response passenger trips. (Demand-Response trips totaled 23,994; County trips totaled 6,699). This percentage will be used for this year’s calculations.

Based on FY 2003/04 passenger mile information, County residents travel on average 1.42 times as far as the average Porterville resident. It was proposed that this figure be rounded to a distance factor of 1.4, which has been used in the compensation formula for FY 2004/05 through 2006/07. The purpose of this factor is to adjust for the greater number of vehicle miles traveled to provide a trip to a County resident. We will, once again, use this factor for the purpose of completing this year’s calculations.

With the above data, the proposed FY 2007/08 compensation for Demand-Response is calculated as follows:

Demand-Response
$561,959 x 27.9% x 1.4 = $219,501
$219,501 Total Payment
- 9,462 Farebox Credit (27.9% x $33,915)
- 71,413 FTA Section 5307 Credit (34%)
$138,626 COUNTY LTF

FIXED ROUTE COMPENSATION FORMULA
The current agreement between the City and the County is based on a projection of service supplied to and consumed by County residents who utilize the seven routes serving the unincorporated areas. For FY 2007/08, the same basis is proposed as in previous agreements, which is 30% of said operating cost being attributed to the County.

Based on the above, the proposed Fixed Route compensation formula is as follows:
Resource Management Agency
August 16, 2007
Page Three

Fixed Route
$1,179,444 x 30% = $353,833
$353,833 Total Payment
- 75,326 Farebox Credit (30% of $251,085)
$278,507
- 94,692 FTA Section 5307 Credit
$183,815 COUNTY LTF

CAPITAL COST
Capital cost is defined as all depreciation expense attributed to all active City of Porterville Fixed Route and Demand-Response capital expense using the straight line of depreciation. To calculate depreciation expense attributed to County residents, it is proposed that we use the 27.9% factor from the Demand-Response operating expense calculation, and the 30% factor from the Fixed Route operating expense calculation. These factors can be applied to the total projected depreciation expense for the Demand-Response and Fixed Route capital as follows:

<table>
<thead>
<tr>
<th></th>
<th>Projected Depreciation</th>
<th>Operating Factor</th>
<th>Co. Deprec.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route</td>
<td>$246,000</td>
<td>30%</td>
<td>$73,800</td>
</tr>
<tr>
<td>Demand-Response</td>
<td>$75,000</td>
<td>27.9%</td>
<td>$20,925</td>
</tr>
<tr>
<td>Total</td>
<td>$321,000</td>
<td></td>
<td>$94,725</td>
</tr>
</tbody>
</table>

Base on the above, $94,725 is the proposed County share of projected depreciation expense. Eighty percent (80%) of capital expense is funded with FTA funds; therefore, only twenty percent (20%) needs to be funded through County LTF funds, being the sum of $18,945.

Total charge to County LTF is $341,386 ($138,626 + $183,815 + $18,945). Back-up documentation for each of the Demand-Response and Fixed Route formulas is available, upon request. From this total, and per agreement with the County of Tulare, the City shall deduct $68,911, representing the City's fourth annual credit to the County of Tulare over a 6-year period for prior years' adjustments. Additionally, the City of Porterville is entitled to a credit of $225 after reconciliation of the Tulare County Regional Pass program. After applying the County and City credits, the total charge for County LTF is $272,700.

If you should have any questions, or would like to meet to discuss the proposed compensation formula, please call me at 782-7448.

Very truly yours,

Linda Clark
Administrative Analyst
LTF AGREEMENT
CITY OF PORTERVILLE/COUNTY OF TULARE – FISCAL YEAR 2007/08

2006/07 Revenue Hours

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>8,642</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>21,309</td>
</tr>
<tr>
<td>Total Revenue Hours</td>
<td>29,951</td>
</tr>
<tr>
<td>Demand-Response</td>
<td>28.9%</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>71.1%</td>
</tr>
</tbody>
</table>

2007/08 Budget

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$335,403 (Operating Cost)</td>
</tr>
<tr>
<td>Demand-Response</td>
<td>$465,028 (Operating Cost)</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>$940,972 (Operating Cost)</td>
</tr>
<tr>
<td>Total Operating Budget</td>
<td>$1,741,403</td>
</tr>
</tbody>
</table>

Administrative Costs Divided Between Two Systems

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response (28.9%)</td>
<td>$96,931</td>
</tr>
<tr>
<td>Fixed Route (71.1%)</td>
<td>$238,472</td>
</tr>
<tr>
<td>Total</td>
<td>$335,403</td>
</tr>
</tbody>
</table>

Total Operating Costs

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>$561,959</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>$1,179,444</td>
</tr>
<tr>
<td>Total</td>
<td>$1,741,403</td>
</tr>
</tbody>
</table>

FY 06/07 Farebox Revenue

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>$35,086 (11.9%)</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>$258,614 (88.1%)</td>
</tr>
<tr>
<td>Total</td>
<td>$293,700</td>
</tr>
</tbody>
</table>

County Trips

Based on actual ridership data reported by Sierra Management, during FY 2006/07 County residents consumed 27.9% of the total Demand-Response passenger trips.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Demand-Response Trips</td>
<td>23,994</td>
</tr>
<tr>
<td>Total County Trips</td>
<td>6,699</td>
</tr>
<tr>
<td>% of County Trips</td>
<td>27.9%</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>$561,959 x 27.9% x 1.4 = $219,501</td>
</tr>
<tr>
<td>$219,501 Total Payment</td>
<td>$1,179,444 x 30% - $353,833</td>
</tr>
<tr>
<td>-71,413 FTA Section 5307 Credit</td>
<td>94,692 FTA Section 5307 Credit</td>
</tr>
<tr>
<td>$210,039 $278,507</td>
<td></td>
</tr>
</tbody>
</table>

*2000 Census Data

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population</td>
<td>59,961</td>
</tr>
<tr>
<td>City Population</td>
<td>66 %</td>
</tr>
<tr>
<td>County Population</td>
<td>34 %</td>
</tr>
</tbody>
</table>
SUBJECT: CODE ENFORCEMENT OFFICER UPDATE
SOURCE: FIRE DEPARTMENT
COMMENT: INFORMATION ONLY

With the hiring of the Code Enforcement Officer and the implementation of the Administrative Citation Program, the Code Enforcement Officer has been very busy in dealing with new and outstanding code issues, citizen complaints, and educating the public while obtaining voluntary compliance from the citizens of this community.

At the direction of City Council, the following is a status report of the activities and code issues that the Code Enforcement Officer has addressed and the impact that the program has contributed to making this a safer community.

Attachment: Code Enforcement Activity spreadsheet
## CODE ENFORCEMENT STATS - April 2007 through August 2007

### Weed Abatement

- Annual Letters Mailed in March 2007: 725
- Properties Reviewed: 725
- Incomplete Letters Mailed: 62
- Properties Assigned to Abatement Contractor: 85
- Properties Completed by Abatement Contractor: 48
- 15-30 Day Notices Mailed out for Fire and Life Safety Complaints Received Through the Fire Department: 89

### Planning/Zoning Violations

- Zoning Violations Cleared: 19
- Zoning Violations Active: 12

### Field Services

- Solid Waste Complaints Cleared: 6
- Solid Waste Complaints Active: 16

### Finance Department

- Business License Checks: 11
- Permit Checks: 19

### General Information

- Daily Tracking Complaints, Letter Follow Ups & Citizen Contacts: 500+
- Notices of Violations Issued: 9
- Administrative Citations Issued: 0
- Total Complaints Followed Up, Excluding Annual Weed Abatement: 160
SUBJECT: STATUS REPORT OF NEW FIRE STATION LOCATION

SOURCE: FIRE DEPARTMENT

COMMENT: The Fire Department has conducted an analysis of fire station locations and their distribution within the community. The preferred site was identified based on established criteria and methodologies for approximation of travel time and distance. Of particular concern in this evaluation is the proximity of the new fire station location to high risk facilities such as industrial land uses, frequency of call volume and the anticipated growth of the City. In this regard the proposed site is ideal.

It was determined that the location of the new fire station (#3) be on Jaye Street south of Highway 190. Specifically, it was determined that the optimum location be on Jaye Street between Montgomery Avenue on the north and Gibbons Avenue on the south. There are a number of high risk uses in close proximity to this area and recent development and annexations have resulted in an increase in service calls. With the pending opening of the Riverwalk Shopping Center and Jaye Street Crossing and current and future residential development, staff is anticipating further increases in call volumes.

The parcel is located immediately north of an existing City-owned storm drain basin and south of Poplar Ditch. As envisioned, the station would include a police substation and would require approximately one acre of land. The subject parcel consists of approximately 9 acres and includes a portion of the Poplar Ditch. If the City acquired the entire parcel, the remaining 8 acres would be an excellent site for a park to service the neighborhoods south of State Route 190 and east of State Route 65 and could be developed at some point in the future. This would also allow for the trail approved in the adjacent subdivision to extend across to Jaye Street and ultimately to Main Street and Porterville College.

A critical element in the viability of the site for a fire station and police substation is the extension of Jaye Street between State Route 190 on the north to Gibbons on the south. Without through access the site would not work for locating a fire station to meet the service call needs.

As mentioned above, there is a significant amount of development occurring in the general area that is impacting the Jaye Street and State Route 190 intersection. Staff has identified the importance of completing the South Jaye Street Improvement Project to provide an important
circulation linkage and potentially alleviate traffic at the Jaye Street and State Route 190 intersection.

Staff has also requested at this Council meeting that the City Council authorize Staff to schedule a study session to discuss potential funding and timing to facilitate the construction of the South Jaye Street Project, which has already been designed and has environmental clearance by the City Council. The lack of a through street will make this location infeasible to serve as a fire station site. In the event that the City Council chooses not to proceed with the South Jaye Street Project an alternative site will be identified; although other potentially viable sites are generally affected by traffic circulation constraints in this area.

RECOMMENDATION: Informational Only

ATTACHMENT: Site Map
SUBJECT: REVIEW OF FINAL CONTRACT QUANTITIES BY CITY STAFF
RIVERWALK MARKETPLACE – REQUEST FOR ADDITIONAL TIME

SOURCE: Public Works Department - Engineering Division

COMMENT: Late Wednesday (8/28/07) evening, Public Works received comments from Ennis Commercial Properties, LLC regarding their opinion of costs to be shared on the Jaye Street Corridor and Riverwalk project. Ennis Commercial Properties, LLC figures are different than the figures presented to Council on July 31, 2007. The difference in cost is not significant but nevertheless, it is important that both parties agree on the methodology used to determine fair and equitable costs, and to agree on the cost itself.

Public Works respectfully asks for one more time extension to review Ennis Commercial Properties, LLC analysis of costs.

RECOMMENDATION: That the City Council:

1. Extend the date for acceptance or rejection of final construction costs by Ennis Commercial Properties, LLC for the Riverwalk and Jaye Street Corridor project to September 18, 2007.
SUBJECT: Agreement Between The City Of Porterville And The Porterville Chamber Of Commerce

SOURCE: City Manager

Attached is a copy of the proposed Agreement between the City of Porterville and The Porterville Chamber of Commerce. The agreement was negotiated by the Council Committee and the Chamber and has been attached for consideration and approval.

A copy of the prior year's agreement is provided for reference.

RECOMMENDATION: Approve the agreement as presented between the City of Porterville and the Porterville Chamber of Commerce.
AGREEMENT BETWEEN

THE CITY OF PORTERVILLE AND

THE PORTERVILLE CHAMBER OF COMMERCE

This agreement is made and entered into on the ___ day of ____________, 2006, by and between the CITY OF PORTERVILLE, hereinafter referred to as “City”, and the PORTERVILLE CHAMBER OF COMMERCE, hereinafter referred to as “Chamber,” both of whom understand and agree as follows:

WHEREAS, the City is desirous of maintaining and asserting positive community values, of disseminating information relative to promoting the advantages of Porterville, and of supporting public interest activities; and

WHEREAS, Section 37110 of the Government Code of the State of California authorizes the expenditure of not more than five percent (5%) of monies accruing to the General Fund in any one fiscal year for music and promotional activities, including promotion of sister city and town affiliation programs; and

WHEREAS, the Chamber is actively engaged in promoting civic, social, and cultural events and activities, and is therefore believed to be organized, equipped, and capable of conducting promotional activities on behalf of the City; and

WHEREAS, it is not the intent of the City to fully underwrite, subsidize, or sponsor any particular program or activity, but to provide contributing support towards the maintenance and continuance of certain existing programs and activities of the
Chamber, which best achieve the promotional objectives of the City.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

I. **Chamber Responsibilities.** The Chamber shall:

   A. Continue to carry on programs and promotional activities that include:

      1. Mail solicitations, information pool, referral services, and the visitor information bureau.

      2. Holiday advertising campaigns, and the design and construction of the Porterville booth for the Tulare County Fair.

      3. Printing and distribution of informational pamphlets and brochures.

   B. Assume all duties and responsibilities relating to the following:

      1. Locating, scheduling, coordinating, and programming for Centennial Park’s Friday night activities for September, October, April, May, and June except for the two Fridays coinciding with the Porterville Fair and local high school graduations. Events will include music venues at the Centennial Gazebo, and special themes (i.e. Farmer’s Market, Art in the Park, Arts & Crafts Booths, and Community Focus). The City will provide logistical support.

      2. Providing any other assistance as may be mutually agreed upon from time to time during the period of this Agreement.

   C. By May 15 of each year, furnish an annual activity report to the City covering the prior year’s promotional programs and activities for the reporting period from May 1 through April 30, with specific emphasis on sufficient relevant information to satisfy the terms and intent of this Agreement as heretofore enumerated. The Chamber shall also furnish the City with copies of its annual financial reports within thirty (30) days after they are prepared.

II. **Payment By City.** As consideration for the above-mentioned responsibilities, the City
shall, during the term of this agreement, pay the Chamber the sum of Thirty-Five Thousand Dollars ($35,000.00) per year. Such annual payments shall be made on or before September 1 of each year, commencing in 2006. However, such annual payments shall not be made until the City receives and reviews the annual activity report referred to in paragraph I(C) for the proceeding reporting period (May 1 through April 30).

III. Term. This agreement shall be in effect commencing date of execution of this Agreement and shall continue in effect until June 31, 2007, and thereafter on a year-to-year basis, beginning on July 1 of each year, until terminated according to paragraph IV of this Agreement.

IV. Unilateral Termination. This Agreement may be terminated by either party, and for any reason, providing thirty (30) days written notice to the other. This Agreement shall terminate forthwith thirty (30) days following the date such notice is received by the non-terminating party.

V. Annual Review. This Agreement shall be reviewed annually to determine whether it should be amended to increase or decrease the amount of consideration required of either party, including the amount payable to the Chamber. Subject to City budgetary limitations, any increases or decreases shall be based on services provided and expected to be provided during the then current and next fiscal years by the Chamber, and the expected tax revenues to the City from business activities during the then current and next fiscal years.

VI. Amendment. This Agreement may be amended or modified only by a writing signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions.

VII. Annual Review. This Agreement shall not be assigned by the Chamber without the written consent of the City, and such consent may be withheld for any reason.

VIII. Notices. All notices required by the Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid.
IX. **Relationship of Parties.** It is understood that the contractual relationship of the Chamber to the City is that of an independent contractor.

**CITY:**

______________________________
Cameron Hamilton, Mayor

ATTEST
John Longley

By: _______________________
    John Longley, City Clerk

**CHAMBER:**

______________________________
Donnette Silva Carter
President/CEO

ATTEST

By: _______________________
    Greg Woodard, Chair
    Chamber Board of Directors

**APPROVED AS TO FORM:**

______________________________
Julia Lew, City Attorney
AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND
THE PORTERVILLE CHAMBER OF COMMERCE

This agreement is made and entered into on the 15th day of August, 2006, by and between the CITY OF PORTERVILLE, hereinafter referred to as "City", and the PORTERVILLE CHAMBER OF COMMERCE, hereinafter referred to as "Chamber," both of whom understand and agree as follows:

WHEREAS, the City is desirous of maintaining and asserting positive community values, of disseminating information relative to promoting the advantages of Porterville, and of supporting public interest activities; and

WHEREAS, Section 37110 of the Government Code of the State of California authorizes the expenditure of not more than five percent (5%) of monies accruing to the General Fund in any one fiscal year for music and promotional activities, including promotion of sister city and town affiliation programs; and

WHEREAS, the Chamber is actively engaged in promoting civic, social, and cultural events and activities, and is therefore believed to be organized, equipped, and capable of conducting promotional activities on behalf of the City; and

WHEREAS, it is not the intent of the City to fully underwrite, subsidize, or sponsor any particular program or activity, but to provide contributing support towards the maintenance and continuance of certain existing programs and activities of the Chamber, which best achieve the promotional objectives of the City.
NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. Chamber Responsibilities. The Chamber shall:

A. Continue to carry on programs and promotional activities that include:
   
   1. Mail solicitations, information pool, referral services, and the visitor information bureau.
   
   2. Holiday advertising campaigns, and the design and construction of the Porterville booth for the Tulare County Fair.
   
   3. Printing and distribution of informational pamphlets and brochures.

B. Assume all duties and responsibilities relating to the following:

   1. Locating, scheduling, coordinating, and programming for Centennial Park’s Friday night activities for April, May, and June except for Fair and Iris Festival weekends. The City will provide logistical support.
   
   2. Planning and coordinating the Annual Community Festival, at Centennial Park, in October. The City will provide logistical support.
   
   3. Providing any other assistance as may be mutually agreed upon from time to time during the period of this Agreement.

C. By May 15 of each year, furnish an annual activity report to the City covering the prior year’s promotional programs and activities for the reporting period from May 1 through April 30, with specific emphasis on sufficient relevant information to satisfy the terms and intent of this Agreement as heretofore enumerated. The Chamber shall also furnish the City with copies of its annual financial reports within thirty (30) days after they are prepared.

II. Payment By City. As consideration for the above-mentioned responsibilities, the City shall, during the term of this agreement, pay the Chamber the sum of Thirty-Five Thousand Dollars ($35,000.00) per year. Such annual payments shall be made on or before September 1 of each year, commencing in 2006. However, such annual
payments shall not be made until the City receives and reviews the annual activity report referred to in paragraph I(C) for the proceeding reporting period (May 1 through April 30).

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V. Annual Review. This Agreement shall be reviewed annually to determine whether it should be amended to increase or decrease the amount of consideration required of either party, including the amount payable to the Chamber. Subject to City budgetary limitations, any increases or decreases shall be based on services provided and expected to be provided during the then current and next fiscal years by the Chamber, and the expected tax revenues to the City from business activities during the then current and next fiscal years.

VI. Amendment. This Agreement may be amended or modified only by a writing signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions.

VII. Annual Review. This Agreement shall not be assigned by the Chamber without the written consent of the City, and such consent may be withheld for any reason.

VIII. Notices. All notices required by the Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid.

///
///
///

Page 3 of 4
IX. **Relationship of Parties.** It is understood that the contractual relationship of the Chamber to the City is that of an independent contractor.

**CITY:**

Cameron Hamilton, Mayor

**ATTEST**

John Longley

By: John Longley, City Clerk

**CHAMBER:**

Donnette Silva Carter
President/CEO

**ATTEST**

Mimi Stoneburner, Chair
Chamber Board of Directors

**APPROVED AS TO FORM:**

Julia Lew, City Attorney

U:\TEMP\Temporary Internet Files\OLK5E\Agreement_Chamber2006.wpd
SUBJECT: SECOND READING - ORDINANCE NO. 1724, AMENDING CONTRACT WITH CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

SOURCE: Administration/City Clerk Division

COMMENT: Ordinance 1724, Authorizing an Amendment to the Contract between the City Council of the City of Porterville and the Board of Administration of the California Public Employees’ Retirement System, was given First Reading on August 7, 2007, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1724, waive further reading, and adopt said Ordinance.

Attachment: Ordinance No. 1724
ORDINANCE NO. 1724

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY
COUNCIL OF THE CITY OF PORTERVILLE AND THE BOARD OF ADMINISTRATION
OF THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

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

Section 1.

That an amendment to the Contract between the City Council of the City of Porterville and the Board of Administration of the California Public Employees’ Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked “Exhibit A,” and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City of Porterville is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect thirty days after the date of its adoption, and pursuant to City Charter, three days prior to the adoption thereof, shall be published at least once in the Porterville Recorder, a newspaper of general circulation, published and circulated in the City of Porterville and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED and approved this _____ of September, 2007.

__________________________
Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

__________________________
By: Patrice Hildreth, Acting Chief Deputy
AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees’ Retirement System
and the
City Council
City of Porterville


A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective July 1, 2006, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members and age 55 for local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1982 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
   a. Local Fire Fighters (herein referred to as local safety members);
   b. Local Police Officers (herein referred to as local safety members);
   c. Employees other than local safety members (herein referred to as local miscellaneous members).

4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
   a. ELECTED OFFICIALS; AND
   b. MEMBERS OF THE LOCAL SYSTEM WHO UPON CONTRACT DATE DID NOT EXECUTE AND FILE A WAIVER OF RIGHTS WITH RESPECT TO SAID LOCAL SYSTEM

5. Assets heretofore accumulated with respect to members under the local retirement system who waived their rights under that system have been transferred to the Public Employees’ Retirement System and applied against the liability for prior service incurred thereunder. That portion of assets so transferred which represent the accumulated contributions (plus interest thereof) required of the employees under said local system have been credited to the individual membership account of each such employee under the Public Employees’ Retirement System.

6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2006 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2006 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:

a. Section 21536 (Local System Service Credit Included in Basic Death Benefit).

b. Section 21573 (Third Level of 1959 Survivor Benefits) for local police members only.

c. Section 20042 (One-Year Final Compensation).

d. Section 20965 (Credit for Unused Sick Leave).

e. Section 21024 (Military Service Credit as Public Service).

f. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance) for local miscellaneous members only.

g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members and local fire members only.

10. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.

11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

12. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local police members.

b. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local fire members.
c. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

d. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of ________________, ______.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF PORTERVILLE

BY ________________________________ BY ________________________________
LORI MCGARTLAND, CHIEF PRESIDING OFFICER
EMPLOYER SERVICES DIVISION PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Witness Date
Attest:

______________________________
Clerk
SUBJECT: AWARD OF CONTRACT - REMODEL OF FIRE STATION No. 1 RESTROOM

SOURCE: Public Works Department - Engineering Division

COMMENTS: On August 15, 2007, staff received four (4) bids for the Fire Station No. 1 Restroom Remodel project. The project includes the remodel of the old communal bathroom into three separate changing rooms with lockers and individual showers.

At the August 21, 2007 Council meeting, staff informed the Council that the apparent low bidder, Luis Vargas, owner of Vargas Construction, did not possess a 'B' General Building Contractor's license. Absent the license, Council was unable to award the Fire Station Restroom Remodel project to Vargas Construction. The Public Works Director was asked to re-schedule the "award of contract" item to September 4, 2007. It was Council's hope that the 2-week extension would be sufficient time for Mr. Vargas to obtain the proper license.

The Engineer's Estimate of Probable Cost is $100,000. Funding is from the Fire Department "carry-over" and was approved in the 2007/2008 Annual Budget for $100,000.

The bids are as follows:

1. Vargas Construction Services
   Porterville, CA
   $ 61,200.00

2. Gary Interrante Construction
   Three Rivers, CA
   $ 75,630.00

3. Tyler Construction
   Exeter, CA
   $ 89,800.00

4. STC General Building Contractor, Inc.
   Fresno, CA
   $ 90,180.00

As of the preparation of this report, Mr. Luis Vargas has not obtained his 'B', General Building Contractor's license and therefore, his bid must be viewed as non-responsive and must be rejected. Staff finds the 2nd lowest bid acceptable.
RECOMMENDATION: That City Council:

1. Inform Mr. Vargas that his bid is non-responsive to the project requirements and therefore must be rejected;

2. Award the Fire Station #1 Bathroom Remodel Project to Gary Interrante Construction in the amount of $75,630.00;

2. Authorize progress payments up to 90% of the contract amount; and

3. Authorize a 10% contingency to cover unforeseen construction costs.

ATTACHMENT: Locator Map
COMMENT: This is provided as a follow up to the City’s ongoing development of comprehensive changes to its animal control regulations. Pursuant to the direction given by the City Council at the July 10, 2007 meeting, this office has made the following additional addenda to the draft modifications:

1) Section 5-2.8 has been modified to include license fee exemptions for trained “service dogs” as defined under State law.

2) The “dangerous dog” criteria has been expanded to include an initial determination where there is evidence that a dog has acted in a threatening manner towards any human being, a dog has exhibited characteristics of being trained for fighting or attacking, or there is other evidence to show such training or fighting (See Sections 5-2.15 and 5-2.29.)

3) Sections 5-2.30(d) and 5-33(a) have been modified to reflect that other characteristics/behavior of the dog or circumstances of the incident that may be relevant may be considered in making a determination that a dog is or is not “dangerous.”

Additionally, this office is looking at whether Section 5-2.22 can be modified to require that licenses for unlicensed impounded dogs must be obtained prior to release of the animal. This may present practical logistical capacity issues for the shelter, but we are checking with Lindsay officials.

As noted at the prior meeting, the Cities of Porterville and Lindsay are exploring the formation of a Joint Powers Authority for the operations of the Lindsay Animal Shelter and the Cities’ animal control programs, and the development of an administrative citation program. The City Council of the City of Lindsay supports development in this direction. Because both parties are anxious to get an administrative citation program in place, this office is working on additional modifications to the draft ordinance, which would allow the Cities to proceed with such a program without having to adopt further regulations in the future. A staff meeting between the cities has been scheduled and a progress report concerning these activities will be provided to the Council thereafter.

Item No. 23
We anticipate bringing the completed ordinance containing all these modifications to the City Council at the first meeting in October. Although a public hearing is not required for this, I recommend that City Council consider holding one anyway to give the public the opportunity to address any concerns with the changes to the City’s program.

RECOMMENDATION: That the City Council consider this report and the attachments, provide any further direction, and authorize the setting of a public hearing for the October 2, 2007 City Council, pending the development of the administrative citation regulations as part of the ordinance.

ATTACHMENTS: Draft Regulations

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Chapter 5
ANIMAL CONTROL

Sec. 5-1
General

5-1 DEFINITIONS.
(a) The term "owner," as used in this Chapter, means any person, firm or corporation owning, harboring, having an interest in, or having control, custody or possession of an animal. In the case of an animal, which is owned by a minor, the parent or guardian of the minor shall constitute the "owner" of such animal for the purposes of this Chapter.
(b) The term "at large," as used in this Chapter, means an animal off the premises of its owner which is not under restraint by leash and which is not under the control and in the immediate presence of the owner.
(c) The term "dangerous animal," as used in this Chapter, means a dog or other animal which has attacked, bitten or injured any human being or other animal without reasonable provocation, or which has been so declared pursuant to this Chapter.
(d) The term "attack," as used in this Chapter means any unprovoked aggressive behavior toward a person or animal. Aggressive behavior in defense of property or territory of the owner shall constitute an attack unless the dog or other animal is securely contained within an enclosure sufficient to prevent physical contact with a person or animal outside such enclosure.

5-1.1 KENNEL SUPERVISOR. The office of Kennel Supervisor shall be established. The Kennel Supervisor shall be appointed or contracted by the City Council and may be either a person, firm, association or corporation. The Kennel Supervisor shall serve for such period of time and shall receive such compensation as shall be established by the City Council by ordinance or by contract. If an association or corporation is appointed as Kennel Supervisor, each officer and employee authorized by such association or corporation to perform duties under this Chapter shall be deemed to be a Kennel Supervisor and shall have all of the rights and duties of the Kennel Supervisor which are set forth in this Chapter.

5-1.2 RECORDS. The Kennel Supervisor shall keep a record of every animal impounded pursuant to this Chapter which shall include a description of the animal, the date of receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees, charges and proceeds of sales received on account of said animal, and such additional records as may be required by the City Council from time to time.

5-1.3 KENNEL. There shall be provided by the Kennel Supervisor, upon such terms and conditions as may be mutually agreed upon by the Kennel Supervisor and the City Council, a suitable building or enclosure to keep and safely hold all animals to be impounded pursuant to the provisions of this Chapter, and said building or enclosure shall be known and designated as the "Kennel."

5-1.4 IMPOUNDING ANIMALS. The Kennel Supervisor shall take up, impound and safely keep any dog which is found running at large contrary to the provisions of this Chapter within the incorporated territory of the City.

5-1.5 RIGHT TO ENTER PREMISES. The Kennel Supervisor, and his or her agents, shall be authorized to enter upon any premises for the purpose of enforcing the provisions of this Chapter.

5-1.6 INTERFERENCE WITH DUTIES. It shall be unlawful for any person to interfere with the Kennel Supervisor in the performance of his/her official duties.
Sec. 5-2
Dogs

5-2.1 LICENSE REQUIRED. Every owner of a dog, within the City, shall secure a license from the Kennel Supervisor, or from the City Finance Department, for each such dog within the time limits set forth in this Chapter. It shall be unlawful for any owner to fail to secure said license in accordance with the provisions of this Chapter. A license need not be secured for a dog which is brought into the City for the sole purpose of being entered in a dog show or dog exhibition, provided that such dog is entered in such show or exhibition and is removed from the County within thirty (30) days after the date on which the dog was brought into the City.

5-2.2 ISSUANCE OF LICENSE AND TAG. Application for a license required by this Chapter shall be filed with the Kennel Supervisor, Finance Department, or Police Department, on a form prescribed by the Kennel Supervisor. Upon payment of the required fee and upon compliance with the other requirements of this Chapter, the Kennel Supervisor shall issue a dog license. Either the application or the license shall contain a brief description of the dog including the age, sex, color and breed of the dog, and the name and address of the owner. The license shall contain a serial number, the expiration date of the license and such other information as the Kennel Supervisor may determine. The Kennel Supervisor shall keep a copy of the application and license on file in his office and the application and license shall be open to public inspection. With each license issued, the Kennel Supervisor shall also issue a tag made of some durable material. Said tag shall bear the words "City of Porterville," the serial number on the dog license, the date of expiration of the license, and such other information as the Kennel Supervisor may determine.

5-2.3 TIME LIMITS.

(a) An owner of a dog shall secure a license for his dog within thirty (30) days after s/he acquires ownership of the dog. However, if a dog is less than four (4) months of age when the owner acquires it, the owner shall secure a license for the dog within thirty (30) days after the dog becomes four (4) months of age.

(b) Any person who enters the City and dwells in the City for a period of thirty (30) days or more, and who has brought a dog with him from outside the City, shall secure a license for the dog within thirty (30) days after the person first enters the City.

(c) Prior to the time that a license is issued, the dog shall not be allowed to run at large, and any dog found running at large shall be impounded pursuant to this section, even though the time limits for securing the license which are set forth hereinabove have not expired.

5-2.4 VACCINATION CERTIFICATE REQUIRED.

(a) The Kennel Supervisor shall not issue a license for a dog unless the owner of the dog presents for filing a certificate signed by a veterinarian showing that said dog has been vaccinated against rabies, which indicates that the period of time elapsing from the date of the vaccination to the date of expiration of the license does not exceed thirty (30) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Code of Regulations. During any period when the City is designated as a rabies area pursuant to sections 1900-1921 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of ovine nerve tissue origin.

(b) Every duly licensed veterinarian, after vaccinating any dog owned by a resident of the City of Porterville, shall sign a certificate in triplicate containing the following information:

(1) The type of vaccination used.
(2) The date of the vaccination.
(3) The breed, age, color and sex of the vaccinated dog.
(4) The serial number of the vaccination tag issued.
(5) The name and address of the owner of the dog.

The veterinarian shall immediately present the original vaccination certificate to the owner of the
dog, and shall deliver the duplicate copy to the Kennel Supervisor. The veterinarian shall keep the
triplicate copy.

5-2.5 TERM OF LICENSE. Dog licenses shall be issued on a fiscal year basis, commencing on July 1st and
terminating on the next June 30th. The owner of a dog shall secure a license for his dog annually after the
expiration of the original license. During the period from July 1st through August 31st of each year, an owner
who has secured a license for his dog for the prior fiscal year shall not be in violation of this Chapter, and such
dog shall not be impounded pursuant to this Chapter if the dog is wearing the tag issued for the prior fiscal
year.

5-2.6 LICENSE FEES.
(a) This section applies only to dogs, which have not been spayed or neutered, and to dogs which
are not otherwise unable, for physical or medical reasons, to bear or produce offspring.

(b) The annual license fee for each dog shall be established by the City Council as adopted from
time to time. Such Resolution may provide for the proration of fees depending upon length of
ownership of the dog and portion of year remaining on the license.

5-2.7 LICENSE FEES: SPAYED OR NEUTERED DOGS.
(a) This section applies only to dogs which have been spayed or neutered, or which are unable to
bear or produce offspring for physical or medical reasons.

(b) A certificate from a licensed veterinarian that the dog comes within one of the provisions in
subsection (a) of this Section shall accompany the application for a license or the fees set forth in
this Section shall be paid.

(c) The annual license fee for each dog shall be established by Resolution of the City Council as
adopted from time to time. Such Resolution may provide for the proration of fees depending upon
length of ownership of the dog and portion of year remaining on the license.

5-2.8 EXEMPTION: SERVICE OR ASSISTANCE DOG. Any other provision of this Chapter notwithstanding,
no charge shall be made for a license issued for a seeing eye dog used as a service or assistance dog, guide
dog, or signal dog as defined by applicable State law, or being trained for such use. Proof of such use or
training shall be provided by the applicant at the time of license application in a form satisfactory to the Kennel
Supervisor.

5-2.9 DELINQUENT PENALTIES. Commencing on the 1st day of September each year, the Kennel
Supervisor shall collect a delinquent penalty in an amount equal to the regular license fee, in addition to the
regular license fee, before issuing a license if the time limits for securing licenses which are set forth in this
Chapter have expired at the time that the license is issued.

5-2.10 EXTENSION OF TIME: DOGS TOO ILL TO BE VACCINATED. If a dog is too ill to be vaccinated
against rabies at the time that the time limits, set forth in this Chapter, expire, then the date for securing the
dog license is extended until thirty (30) days after the date on which the dog is well enough to be vaccinated,
and no delinquent penalties shall be charged for issuance of the dog license during said thirty (30) day period.
However, an extension of time shall not be granted pursuant to this section unless the application for the
license is accompanied by a certificate signed by a veterinarian setting forth facts, which show that the dog
comes within the provisions of this chapter. Prior to the time that a license is issued for a dog pursuant to this
section, the dog shall not be allowed to run at large and any such dog found running at large shall be
impounded pursuant to this Chapter.
5-2.11 REPLACING LOST OR STOLEN TAGS. Whenever a tag issued for the then current year has been stolen or lost, the owner of the dog for which the tag was issued may, upon the payment of a fee to the Kennel Supervisor, receive a duplicate tag. The fee for a duplicate tag shall be set by Resolution of the City Council as adopted from time to time.

5-2.12 LICENSE TRANSFERABLE. The license and tag issued pursuant to this Chapter may be transferred when the ownership of the dog is transferred. The new owner or the previous owner of the dog shall notify the Kennel Supervisor in writing of the change in ownership of the dog and the name and address of the new owner. If such written notice is not given the Kennel Supervisor shall send all required notices concerning said dog to the person whose name and address are on file with the Kennel Supervisor.

5-2.13 AFFIXING DOG TAG. It shall be unlawful for the owner of the dog to permit the dog to run at large without the tag issued pursuant to this Chapter being securely affixed to the dog by means of a collar, harness or other suitable device. It shall be unlawful for any person to affix the tag required by this Chapter to any dog except the dog for which it was issued and it shall be unlawful for the owner of a dog to allow the dog to wear a tag other than the tag issued for the current year.

5-2.14 IMPOUNDING DOGS WITHOUT TAGS. The Kennel Supervisor, and any peace officer, shall take up every dog which is not wearing the required tag and which is found running at large within the City of Porterville. When such a dog is taken up by a peace officer, he shall deliver the dog to the Kennel Supervisor. All such dogs shall be impounded in the Porterville Kennel.

5-2.15 IMPOUNDING BITING OR ATTACKING ANIMALS.

(a) The Kennel Supervisor, and any peace officer, shall have the power to summarily and immediately impound a dog or other animal where there is evidence it has attacked, bitten or injured any human being or other animal, or where there is evidence that a dog has acted in a threatening manner towards any human being, a dog has exhibited characteristics of being trained for fighting or attacking, or there is other evidence to show such training or fighting, pending any court proceeding or dog license or animal permit revocation proceeding arising from the attack, bite or injury; or pending a hearing pursuant to Section 5-2.29 and 5-2.30 of this Chapter. The Kennel Supervisor may enter and inspect private property to enforce the provisions of this section. Failure to surrender to the Kennel Supervisor upon demand a dog or other animal which is being impounded pursuant to this section is a misdemeanor. The Kennel Supervisor shall also, as soon as reasonably possible, notify the bite victim of the rabies vaccination status of the biting dog.

A dog or other animal wearing a license tag, impounded pursuant to the authority of this Chapter, shall be returned to the owner or custodian as provided by this Chapter or when it is no longer required as evidence, or if a notice that the Kennel Supervisor has declared the dog or other animal dangerous has not been served on the owner or custodian within six days after the impoundment provided that, within those six days, the owner has made application to redeem the dog or other animal.

A dog or other animal not wearing a license tag, impounded pursuant to the authority of this section shall be killed in a humane manner if, within six business days after being impounded, the owner has failed to make application to redeem the dog or other animal. If, within six business days after being impounded, the owner has applied to redeem the dog or other animal, then the dog or other animal shall be returned to the owner as provided by this Chapter or when it is no longer required as evidence, or if a notice that the Kennel Supervisor has declared the dog or other animal dangerous has not been served on the owner within six days of the filing of the application to redeem the dog or other animal.

(b) In lieu of impound, the Kennel Supervisor may permit the dog or other animal to be confined at the owner's or custodian's expense in a licensed dog kennel or veterinary facility approved by the Kennel Supervisor, or at the owner's or custodian's residence provided that the owner or custodian:

(1) Shall not remove the dog or other animal from the kennel, veterinary facility or residence without the prior written approval of the Kennel Supervisor.
(2) Shall make the dog or other animal available for observation and inspection by the Kennel Supervisor or members of law enforcement or their authorized representatives.

(c) The Kennel Supervisor may have a dog or other animal impounded or confined as provided in (a) or (b) above, permanently identified by means of photo identification prior to release from impound or confinement.

5-2.16 NOTICE TO OWNER OF LICENSED DOG OR OTHER ANIMAL. Within two (2) days after a dog or other animal which is wearing a license tag is impounded, the Kennel Supervisor shall mail a notice of the impounding to the owner at the address shown on the application for the license which is on file with the Kennel Supervisor, and advise the owner of the procedure whereby he or she may apply to regain custody of the dog or other animal.

5-2.17 REDEMPTION OF IMPOUNDED DOGS OR OTHER ANIMALS.
(a) The owner of any dog or other animal impounded other than pursuant to this Chapter may redeem the dog or other animal at any time prior to its sale or destruction. A person desiring to redeem a dog or other animal shall deliver to the Kennel Supervisor an application for redemption and a statement in a form prescribed by the Kennel Supervisor which shall contain a description of the dog or other animal to be redeemed, the name and address of the claimant, and the statement that he or she is the owner of the dog or other animal. The Kennel Supervisor shall issue to such person a written statement containing the name and address of the claimant, a description of the dog or other animal redeemed, the date on which the dog or other animal was impounded, and the accrued fees, and said statement shall serve as a certificate of redemption and receipt for the fees paid.

(b) The owner of any dog or other animal impounded pursuant to this Chapter may redeem the dog or other animal pursuant to (a) above only after six days from impoundment if he or she has not received notice that the dog or other animal has been declared a dangerous animal and of the right to a hearing pursuant to this Chapter or if, after a hearing, an order is made to return the dog or other animal to the owner.

5-2.18 FEES FOR IMPOUNDING AND KEEPING DOGS AND OTHER ANIMALS. The owner of a dog which has been impounded shall pay to the Kennel Supervisor an impounding fee and shall also pay a fee for keeping said dog for each day, or portion thereof, that said dog has been impounded. The owner of an animal other than a dog, which has been impounded, shall also pay an impoundment fee and a fee per day for keeping said animal unless the amount required to keep the animal is higher in which case the owner shall pay the actual cost of keeping the animal. Impoundment fees and the fees per day for keeping animals will be set by Resolution of the City Council as adopted from time to time.

5-2.19 SALE AND DESTRUCTION OF IMPOUNDED DOGS AND OTHER ANIMALS WEARING TAGS.
(a) Unless a dog or other animal wearing a license tag has been redeemed within six (6) days after being impounded or unless it is being held for evidence in a hearing pursuant to this Chapter, it may be sold by the Kennel Supervisor to the person other than the owner offering to pay the highest cash amount therefore. But no dog or other animal which has been declared a dangerous animal pursuant to this Chapter shall be sold pursuant to this section nor shall any dog or other animal which has been impounded pursuant to this Chapter and subsequently found not dangerous but improperly trained, handled or maintained be sold except to a person who is willing to properly train, handle and maintain the dog or other animal, as determined by the Kennel Supervisor.

(b) Unless a dog or other animal wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to this Chapter, and it has not been sold pursuant to (a) above, it may be killed by the Kennel Supervisor in a humane manner.

(c) If the owner of a dog or other animal gives permission in writing to do so, the dog or other animal may be sold or destroyed at any time after it is delivered to the Kennel, provided that no dog or other animal pursuant to this Chapter shall be sold even with the permission of the owner.
5-2.20 SALE AND DESTRUCTION OF IMPOUNDED DOGS AND OTHER ANIMALS NOT WEARING TAGS.
(a) Unless a dog or other animal which is not wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to this Chapter, it may be sold by the Kennel Supervisor to the person offering to pay the highest cash amount therefore. But no dog or other animal not wearing a license tag impounded pursuant to this Chapter, for which no application for redemption has been made by the owner, shall be sold pursuant to this section.
(b) If any impounded dog or other animal which is not wearing a license tag has not been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to this Chapter, and it has not been sold pursuant to (a) above, it may be killed by the Kennel Supervisor in a humane manner. A dog or other animal not wearing a license tag impounded pursuant to this Chapter shall be killed by the Kennel Supervisor in a humane manner if, within six business days after it is impounded, the owner has failed to make application to redeem the dog or other animal.
(c) If the owner of a dog or other animal gives permission in writing to do so, the dog or other animal may be sold or destroyed in accordance with subsections (a) and (b) above at any time after it is delivered to the Kennel.

5-2.21 SALE OF IMPOUNDED DOGS. When a dog is sold by the Kennel Supervisor pursuant to the provisions of this Chapter, the Kennel Supervisor shall deliver to the purchaser of said dog a statement in writing containing a description of the dog, the date of sale, and the amount of the purchase price. All sales shall convey a good and valid Chapter to the purchaser, and the previous owner of the dog shall thereafter be barred from all right to recover said dog.

5-2.22 LICENSING IMPOUNDED DOGS.
(a) The Kennel Supervisor shall not release an unlicensed dog to its owner or sell an unlicensed dog to any person who resides in the City, unless the owner or purchaser, respectively, signs an agreement that he or she will secure the required license within ten (10) days after he or she is given possession of the dog and it shall be unlawful to fail to secure said license within said ten (10) day period. If the owner or purchaser fails to secure said license within said ten (10) day period, he shall return the dog to the Kennel Supervisor.

(b) The Kennel Supervisor shall not release to the owner or purchaser any dog whose license has been revoked after a hearing pursuant to this Chapter unless the owner or purchaser shows proof that he or she has enrolled the dog in a class to re-train the dog or proof that he or she is qualified to re-train the dog and the owner or purchaser signs an agreement that, until the dog is re-trained as evidenced by a certificate of successful completion of the training program, it will be securely confined when not under the immediate control of a responsible attendant and that he or she will secure the required license within ten (10) days after he or she is given possession of the dog. It shall be unlawful for the owner or purchaser to not keep the dog securely confined as agreed and to fail to secure said license with said ten (10) day period and any dog which is not so confined or for which said license is not secured within the required ten (10) day period shall be immediately impounded by the Kennel Supervisor and, without further notice, humanely killed or sold to a person willing to comply with the above requirements for re-training and confinement of the dog.

5-2.23 REMOVAL OF TAG. It shall be unlawful for any person to remove from a dog, without authority from the owner, any collar, harness, or other device to which is attached a license tag for the current year, or to remove such tag there from.

5-2.24 DISPLAY OF TAG. It shall be unlawful for any person to refuse to show the Kennel Supervisor or any peace officer, on request, the license certificate and the tag for any dog kept or remaining within his home or upon any enclosed premises under his immediate control.

5-2.25 KEEPING DANGEROUS DOGS OR OTHER ANIMALS. It shall be unlawful for a person to keep a dangerous dog or other animal. Any dog which has been found to be a dangerous or vicious animal pursuant to this Chapter, or the ordinance code of any other county or city or pursuant to any state statute, shall be conclusively presumed to be dangerous.
5-2.26 INTERFERENCE WITH HIGHWAYS. It shall be unlawful for the owner to allow or permit a dog to habitually or repeatedly attack pedestrians, cyclists, vehicles or other users of the public highways.

5-2.27 PERMITTING DOGS TO RUN AT LARGE. It shall be unlawful for the owner or other person in lawful possession or control of a dog to allow or permit the dog to run at large in any public park, public square, school or school grounds in any area of the City; or upon any property, whether public or private, except with the consent of the property owner, where such property is located within the City limits. Every dog found running at large in violation of the provisions of this section shall be seized and impounded.

5-2.28 BARKING DOGS. It shall be unlawful for any owner of a dog to keep said dog in the City, which dog shall by loud or excessive barking, howling, whining or making any other noise disturb the comfort or quiet of any neighborhood or any person; provided that said owner has been made aware of the disturbance created by the dog.

5-2.29 HEARING TO DETERMINE IF ANIMAL IS DANGEROUS.

(a) The Field Officers shall declare any dog or other animal to be a dangerous animal whenever it has attacked, bitten or caused injury to any human being or other animal, or where there is evidence that a dog has acted in a threatening manner towards any human being, a dog has exhibited characteristics of being trained for fighting or attacking, or there is other evidence to show such training or fighting. Within two (2) days after a dog or other animal, which is wearing a license tag, is impounded pursuant to this section, the Kennel Supervisor shall mail a notice of the Kennel Supervisor’s finding that the dog or other animal is dangerous and of the owner’s right to a hearing on the issue of whether or not the animal is dangerous.

(b) The owner of an animal confined or impounded pursuant to this section, within the time period provided for application for redemption of the dog or other animal, request a hearing to determine whether or not the dog or other animal is a dangerous animal.

(c) When a hearing is requested pursuant to subsection (b) above, the Field Officers shall set a date and time for such a hearing and send a notice thereof by regular mail at least five (5) business days, including Saturday, before such date to the owner at the address set forth on his or her request and shall notify the victim and the Chief of Police of such hearing.

5-2.30 HEARING: CONDUCT.

(a) A hearing requested in accordance to this chapter shall be conducted before the Public Safety Director or a person appointed as a hearing officer by the Public Safety Director.

(b) The hearing shall be open to the public. The owner may be represented by counsel. The hearing officer shall hear all pertinent evidence offered by all interested persons. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based wholly on hearsay evidence. All persons giving evidence shall be sworn before testifying. The owner may employ a shorthand reporter to report the hearing.

(c) Any dog or other animal which has attacked, bitten or caused injury to a human being or other animal is presumed to be dangerous and the burden is on the owner to present evidence that the animal is not dangerous.

(d) In making a determination that a dog or other animal is or is not dangerous, evidence of the following shall be considered:

(1) Any previous history of the dog or other animal attacking, biting or causing injury to a human being or other animal.
(2) The nature and extent of injuries inflicted and the number of victims involved.
(3) The place where the bite, attack or injury occurred.
(4) The presence or absence of any provocation for the bite, attack or injury.
(5) The extent to which property has been damaged or destroyed.
(6) Whether the dog or other animal exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting.
(7) Whether the dog or other animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or dogs or other animals.
(8) Whether the dog or other animal can be effectively trained or re-trained to change its temperament or behavior.

(9) The manner in which the dog or other animal had been maintained by its owner or custodian.

(10) Any other relevant evidence concerning the maintenance of the dog or other animal.

(11) Any other relevant evidence regarding the ability of the owner or custodian to protect the public safety in the future if the dog is permitted to remain in the County.

(12) Any other relevant evidence concerning the characteristics or behavior of the dog, or concerning the circumstances of the incident.

5-2.31 HEARING: DECISION.

(a) At the conclusion of the hearing the hearing officer may determine:
   (1) That the dog or other animal is not a dangerous animal and should be returned to its owner; or
   (2) That the dog or other animal is not dangerous but that the attack, bite or injury was the result of improper or negligent training, handling or maintenance and that the license or animal permit should be revoked; or
   (3) That the dog or other animal is a dangerous animal and that it should be humanely destroyed no sooner than the sixth business day following the mailing of notice of the hearing officer's decision.

(b) The decision of the hearing officer shall be in writing and shall be delivered personally to the owner or mailed to him or her by regular mail at the address appearing on the request for hearing. A copy of the decision shall be mailed to the Chief of Police.

(C) The owner may, within ten (10) days of the mailing of the hearing officer's written decision to the owner, appeal the hearing officer's decision to the Tulare County Superior Court pursuant to California Code of Civil Procedure Section 1094.6.

5-2.32 DISPOSITION OF DANGEROUS ANIMAL.

(a) It shall be unlawful for any person to own, possess, harbor or keep any dog or other animal declared to be dangerous.

(b) Any dog or other animal declared to be dangerous, if not already impounded, shall be immediately surrendered to the Kennel Supervisor, and it is the duty of the Kennel Supervisor to take up and impound any such dog or other animal.

(c) Any dog or other animal declared to be a dangerous animal shall be humanely destroyed. The Kennel Supervisor shall sign an order authorizing the destruction of the dog or other animal within two (2) days after the time for appeal, as provided by this Chapter, has passed without an appeal being filed, or after the fifth day after a Tulare County Superior Court Judge's decision affirming that the dog or other animal is a dangerous animal has been served upon the Kennel Supervisor and the appellant.

5-2.33 DOG OR OTHER ANIMAL DECLARED NOT DANGEROUS.

(a) If it is determined that the dog or other animal is not dangerous, but that the bite, attack, injury, or other behavior was the result of improper or negligent training, handling or maintenance, the dog license or animal permit shall be revoked.

(b) The dog license or animal permit may be reissued with reasonable terms, conditions or restrictions imposed for the training, handling or maintenance of the dog or other animal to protect the public health, safety and welfare only if it is determined that the owner or custodian is able and willing to properly train, handle or maintain the dog or other animal and a similar incident is not likely to occur in the future with proper training, handling or maintenance.

(c) If it is determined that the dog or other animal is not dangerous, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance and that the owner is unable or unwilling to properly train, handle or maintain the dog or other animal and that a similar incident
is not likely to occur in the future with proper training, handling or maintenance, the dog or other animal will be disposed of pursuant to section 5-2.32.

Sec. 5-03
Kennels

5-3.1 KENNEL DEFINED. The term "kennel," as used in this Chapter, means a building or enclosure where five (5) or more dogs over four (4) months of age are kept.

5-3.2 KENNEL LICENSE AND APPLICATION FEE. In lieu of securing the license required by this Chapter for each of the dogs in a kennel, a person owning or operating a kennel may obtain a kennel license covering all of the dogs maintained in the kennel. It shall be unlawful to fail to secure either the license required by this Chapter or the license authorized by this chapter. The application for a kennel license shall be filed with the Kennel Supervisor on a form prescribed by the him/her. The fees for kennel licenses shall be set by Resolution of the City Council as adopted from time to time.

5-3.3 VACCINATION CERTIFICATE REQUIRED. The Kennel Supervisor shall not issue a kennel license unless the person applying for the license files with him a certificate or certificates signed by a licensed veterinarian showing that all of the dogs in the kennel which are over four (4) months of age have been vaccinated against rabies and which indicates that the period of time elapsing from the dates of the vaccinations to the date of expiration of the kennel license does not exceed thirty (30) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Code of Regulations. During any period when the City of Porterville is designated as a rabies area pursuant to sections 1900-1921 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of ovine nerve tissue origin.

However, if one or more dogs in the kennel are too ill to be vaccinated against rabies at the time the application for the kennel license is filed with the Kennel Supervisor, and the application for the kennel license is accompanied by a certificate signed by a veterinarian which so states, the Kennel Supervisor shall process and issue the kennel license in compliance with this Chapter. The owner of the kennel shall thereafter have each such dog vaccinated within thirty (30) days after the date on which it becomes well enough to be vaccinated and, within ten (10) days after such dog has been vaccinated, the owner of the kennel shall file the vaccination certificate with the Kennel Supervisor. If satisfactory evidence is presented to the City Council that a person holding a kennel license has failed to have a dog vaccinated pursuant to this section, the City Council shall direct the Kennel Supervisor to immediately revoke the kennel license and to give the holder of the kennel license written notice of such revocation.

5-3.4 PRELIMINARY INSPECTION: The Kennel Supervisor shall inspect the kennel and determine whether the kennel is constructed and operated in such a manner as to prevent the dogs confined therein from running at large.

5-3.5 LICENSE. If the Kennel Supervisor has determined that the kennel is constructed and operated in such a manner as to prevent dogs confined therein from running at large, and if the required vaccination certificates have been filed in compliance with the provisions of this Chapter, the Kennel Supervisor shall issue a kennel license to the applicant. Otherwise, the Kennel Supervisor shall refuse to issue the kennel license. The kennel license issued by the Kennel Supervisor shall contain a serial number, the expiration date of the license, the address of the kennel, and such other information as the Kennel Supervisor may require. The Kennel Supervisor shall not issue individual license tags for the dogs in the kennel.

5-3.6 TERM OF LICENSE. Kennel licenses shall be issued on a City fiscal year basis, commencing on July 1st and terminating on the next June 30th. During the period from July 1st through August 31st of each year, an owner who has secured a kennel license for his dogs for the prior fiscal year shall not be in violation of this Chapter.
5-3.7 DELINQUENT PENALTIES: SECURING INDIVIDUAL LICENSES IF KENNEL LICENSE DENIED:
TIME LIMITS. Commencing on the 1st day of September each year, the Kennel Supervisor shall collect a
delinquent penalty, in addition to the regular license fee, before issuing any kennel license if the time limits
set forth in this Chapter have expired for any dog in the kennel at the time that the application for the license
is filed. The delinquent penalty shall be in an amount equal to the regular license fee as set forth in this
Chapter. If an application for a kennel license is filed before the time limits set forth in this Chapter have
expired and if, after the expiration of such time limits, the Kennel Supervisor determines that a kennel license
shall not be issued, the Kennel Supervisor shall send the owner of the kennel written notice that the kennel
license shall not be issued. It shall be unlawful for the owner of the kennel to fail to secure individual licenses
for each of the dogs in the kennel, pursuant to the provisions of this Chapter, within thirty (30) days after
receipt of such written notice of such violation. During the period between the date on which the application
for the kennel license is filed with the Kennel Supervisor until thirty (30) days after receipt of said written
notice, the owner of the kennel shall not be in violation of this chapter.

5-3.8 PERMITTING DOGS TO RUN AT LARGE. It shall be unlawful for any person who has secured a
kennel license to allow or permit any dog in his kennel to run at large at any time. Every dog found running
at large in violation of the provisions of this section shall be seized and impounded. If satisfactory evidence
is presented to the City Council that a person holding a kennel license has allowed or permitted a dog housed
in said kennel to run at large, the City Council shall direct the Kennel Supervisor to immediately revoke the
kennel license and to give the holder of the kennel license written notice of such revocation.

5-3.9 INSPECTION OF KENNEL. The Kennel Supervisor may from time to time inspect any kennel for which
a kennel license has been issued. If the Kennel Supervisor determines that the kennel is not constructed or
operated in such a manner as to prevent the dogs confined therein from running at large, s/he shall
immediately revoke the kennel license and give the holder of the kennel license written notice of such
revocation.

5-3.10 VACCINATION OF ADDITIONAL DOGS. After a kennel license has been issued, the owner of the
kennel shall thereafter have each additional dog which is maintained in said kennel vaccinated against rabies
by a licensed veterinarian within thirty (30) days after he acquires ownership of the dog. However, if the dog
is less than four (4) months of age when it is acquired, it shall be vaccinated within thirty (30) days after the
dog becomes four (4) months of age. If a dog is too ill to be vaccinated against rabies at the time that the time
limits set forth above expire, then the owner of the kennel shall thereafter have each such dog vaccinated
within thirty (30) days after the date on which it becomes well enough to be vaccinated. Within ten (10) days
after a dog has been vaccinated in accordance with this section, the owner of the kennel shall file the
vaccination certificate with the City Kennel Supervisor. If satisfactory evidence is presented to the City Council
that a person holding a kennel license has failed to comply with the provisions of this section, the City Council
shall direct the Kennel Supervisor to immediately revoke the kennel license and to give the holder of the
kennel license written notice of such revocation.

5-3.11 DELIVERY OF VACCINATION CERTIFICATES TO PURCHASERS. Whenever a person holding a
kennel license sells any dog in the kennel, he shall deliver his copy of the vaccination certificate for the dog
to the purchaser. If satisfactory evidence is presented to the City Council that a person holding a kennel
license has failed to comply with the provisions of this section, the City Council shall direct the Kennel
Supervisor to immediately revoke the kennel license and to give the holder of the kennel license written notice
of such revocation.

5-3.12 EFFECT OF REVOCATION OF KENNEL LICENSE. If the Kennel Supervisor revokes a kennel
license pursuant to the provisions of this chapter, it shall be unlawful for the owner of the kennel to fail to
secure individual dog licenses for each of the dogs in the kennel, pursuant to this Chapter, within thirty (30)
days after receipt of written notice of such revocation from the Kennel Supervisor. Any person whose kennel
license has been revoked by the Kennel Supervisor shall not be en Chapterd to apply for a kennel license until
the next ensuing fiscal year.
5-4.1 APPLICATION OF CHAPTER. This Chapter shall be in effect only at those times when the City of Porterville is not designated as a rabies area pursuant to sections 1900-1921 of the Health and Safety Code of the State of California. During those periods when the City of Porterville is designated as a rabies area, the provisions of said sections 1900-1921 of the Health and Safety Code, and the rules and regulations adopted pursuant thereto, are applicable rather than the provisions of this Chapter.

5-4.2 ANIMAL SHOWING SIGNS OF RABIES. Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which would lead to a reasonable suspicion that it may have rabies, such person shall immediately notify the Kennel Supervisor. Said person shall thereafter allow the Kennel Supervisor, or his/her representative to make an inspection or examination of said animal.

5-4.3 ISOLATION OF RABID ANIMALS AND CLINICALLY SUSPECTED RABID ANIMALS, The owner of any rabid animal or clinically suspected rabid animal shall isolate the animal in strict confinement under proper care and under the observation of a veterinarian, in a Kennel, veterinary hospital, or other adequate facility in a manner approved by the Kennel Supervisor, and said animal shall not be killed or released from confinement for at least ten (10) days after the onset of symptoms suggestive of rabies and until the Kennel Supervisor gives written authorization for the release of the animal, with the exception that such animal may be sacrificed with the permission of the Kennel Supervisor for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

5-4.4 ANIMALS BITING PERSONS. Whenever the owner of an animal has knowledge that such animal has bitten any person, the owner shall immediately report that fact to the Kennel Supervisor and report the name and address of the person bitten and the time and place that such person was bitten. Upon order of the Kennel Supervisor, the owner shall quarantine the animal for the period of time specified in section 2606 of Chapter 17 of the California Administrative Code with regard to rabies areas, and shall allow the Kennel Supervisor or his/her representative to make inspections and examinations of the animal from time to time during such period. The Kennel Supervisor shall quarantine said animal upon the premises of the owner. However, if the owner of the animal so desires, the Kennel Supervisor shall place the animal in quarantine in a veterinary hospital, at the expense of the owner, in lieu of quarantine of the animal on the premises of the owner. Quarantine shall be made by written notice delivered to the owner of said animal stating that the animal is quarantined and the instructions to be followed. If the quarantine is upon the premises of the owner of the animal, the animal shall be confined within a locked enclosure so constructed that the animal cannot escape or have contact with any other animal or human being other than the person responsible for its care or, at the discretion of the Kennel Supervisor, the animal may be kept under restraint by least in charge of a responsible person, or under such restrictions as the Kennel Supervisor may prescribe. Said animal shall be kept in quarantine until the Kennel Supervisor gives written authorization for the release of the animal from quarantine. Notwithstanding the foregoing provisions, such animal may be sacrificed with the permission of the Kennel Supervisor for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

5-4.5 ANIMALS IN CONTACT WITH RABID ANIMALS. Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined by the owner in a place and manner approved by the Kennel Supervisor, for a period of six (6) months or destroyed; provided, however, that the following alternatives are permitted in the case of dogs and cats: If the dog or cat has been vaccinated against rabies within two (2) years but not less than thirty (30) days with a live virus vaccine, or within one (1) year but not less than thirty (30) days with a killed virus vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Administrative Code, the dog or cat may be revaccinated in a manner approved by the Kennel Supervisor and quarantined in a place and manner approved by the Kennel Supervisor for a period of thirty (30) days. The provisions of this Chapter concerning quarantine shall also apply to the quarantine of animals pursuant to this section.
5-4.6 VIOLATION OF QUARANTINE. When any animal is quarantined by the Kennel Supervisor, it shall be unlawful for the owner of the animal to violate the quarantine by removing said animal from the premises where it is quarantined, allowing it to run at large, destroying it without authorization from the Kennel Supervisor, concealing it from the Kennel Supervisor or disobeying any of the quarantine restrictions which have been imposed by the Kennel Supervisor.

Sec. 5.05
Violations

5-5.1 VIOLATIONS.

(a) Any person violating any of the provisions of section this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding five hundred dollars ($1,000.00) or by imprisonment for a term not exceeding six (6) months or by both such fine and imprisonment.

(b) Each day that any provision of this chapter is violated is a separate and distinct offense and shall be punishable as separate and distinct offense.

(c) Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this Chapter shall be punished by:

1. A fine not exceeding one hundred dollars ($100.00) for a first violation;

2. A fine not exceeding two hundred dollars ($200.00) for a second violation of this Chapter within one (1) year; and

3. A fine not exceeding five hundred fifty dollars ($500.00) for each additional violation of this Chapter within one (1) year.
SUBJECT: REQUEST BY COUNCIL MEMBER – CONSIDERATION OF APPROPRIATION FOR PORTERVILLE BOYS & GIRLS CLUB

SOURCE: Administration

COMMENT: A request has been made by Council Member Hernandez to add the above subject matter to this agenda for discussion and potential referral to staff for further action.

RECOMMENDATION: None.
REDEVELOPMENT AGENCY AGENDA: SEPTEMBER 4, 2007

SUBJECT: AUTHORIZATION TO NEGOTIATE A CONTRACT FOR DESIGN SERVICES FOR THE HOCKETT/MILL/OAK PARKING LOT RENOVATION

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On August 3, 2007, staff received five (5) proposals for design and preparation of plans and project manual for the Hockett/Mill/Oak Parking Lot Renovation Project. The proposals were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" adopted by City Council (Resolution 16-2001), with the responding firms being ranked as follows:

2. Omni Means
3. Quad Knopf
5. Roberts Engineering

A budget of $25,000 has been established as full and complete compensation for the design services. Per City policy, the Public Works Director is authorized to sign contracts in the amount of $25,000 or less.

This project is funded by a loan to the Redevelopment Agency from the City's Risk Management fund.

RECOMMENDATION: That the Redevelopment Agency:

1. Authorize staff to negotiate a contract with Dee Jaspar & Associates, Inc.; and

2. Authorize staff to negotiate a contract with the 2nd or 3rd ranked firm if staff is unable to negotiate an acceptable contract with Dee Jaspar & Associates, Inc.; and

3. Authorize the Public Works Director to sign all contract documents; and

[Signatures]

Item No. PRA-01
4. Authorize staff to make payments up to 100% upon satisfactory completion of the work.

ATTACHMENTS:
1) Locator Map
2) Service Agreement
SERVICE AGREEMENT

DATE: [Date]

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and [Insert Consultants Name], hereinafter referred to as "CONSULTANT".

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

Project Name: Hockett/Mill/Oak Parking Lot Renovation

Description of Project: Design of a Parking Lot on the southeast corner of Hockett Street, between Mill and Oak Avenues.

AGREEMENTS:

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

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

SECTION 2. PAYMENT: In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis, not to exceed [Words] Dollars, ($[Numbers]) (refer to attached fee schedule, if

ATTACHMENT

ITEM NO.: 2
used.)

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

SECTION 3. COMPLETION DATE: The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all “work directives” shall be completed by [Enter Work Completion Date].

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

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

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

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

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

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

(iv) Automotive liability in the amount not less than One Million Dollars ($1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. CONSULTANT agrees to indemnify, defend (at CITY’S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for
personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents.

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

SECTION 7. ASSIGNMENT OF CONTRACT: It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION. CONSULTANT will not discriminate against any employee, or applicant for employment because of race, color, religion, gender, marital status, or national origin.

SECTION 9. CONFLICT OF INTEREST CODE: CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code". Said code is in accordance with the requirements of the Political Reform Act of 1974.
CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants. 

SECTION 10. TERMINATION: Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination. In the event of termination, either by CONSULTANT or CITY, all work completed will become property of CITY. 

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

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

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

CITY OF PORTERVILLE                          CONSULTANT

By__________________________________      By__________________________________
   Baldomero Rodriguez
   Public Works Director

Date__________________________________      Date__________________________________
EXHIBIT “A”

SCOPE OF SERVICES

1. Complete topography of the site as well as that area necessary to insure proper drainage of the newly constructed parking lot

2. Demolition plan clearly identifying the limits of removal for asphalt concrete, concrete, trees, shrubs, etc. A Certified Arborist report is being obtained for the purposes of evaluating the retention of the existing mature trees in the parking lot. The consultant will be asked to incorporate the Arborist Report’s recommendations into the design, if applicable.

3. Complete and thorough construction plans clearly identifying proposed top of curb, top of asphalt and "V" gutter grades (if applicable), location of ingress/egress driveways, landscaping and irrigation. A “typical” structural section with concrete improvements shown in cross section format will be required.

4. Provide concept layout plan at the 10% - 25% design stage for City review and approval.

5. The parking lot design will utilize elements as provided in the Redevelopment Agency’s Design Guidelines, including the installation of nostalgic lights.

6. With respect to landscape, please be aware that the Agency, in coordination with the City’s Parks and Leisure Services Director, will mark the consultant’s base plans showing the locations and type of landscape to be incorporated in the design. Existing mature trees may be utilized in the landscape plans based upon the Certified Arborist recommendation. The consultant shall design the irrigation system accordingly.

7. The City shall prepare complete boilerplate document that incorporates invitation to bidders and contract. The Consultant shall provide a bid schedule and special provisions. Technical specifications shall be in CSI format and provided to the City on a CD.

8. Final plans, including lighting, landscaping, and irrigation, shall be submitted to the City on 24” x 36” reproducibles, signed and stamped by a “Registered Professional Civil Engineer”. Final plans shall be presented to the City on a CD.

9. Engineer’s estimate of probable construction cost. Construction and work performed in support of construction are not subject to California prevailing wage.