PORTERVILLE CITY COUNCIL AGENDA
COUNCIL CHAMBERS, CITY HALL
291 NORTH MAIN STREET, PORTERVILLE
ADJOURNED MEETING – JANUARY 30, 2008, 6:00 P.M.

Call to Order
Roll Call: Council

Pledge of Allegiance led by Mayor Cameron Hamilton
Invocation

ORAL COMMUNICATIONS
This is the opportunity to address the Council on any matter of interest, whether on the agenda or not.

SCHEDULED MATTERS
1. **Consideration of Approval of a Memorandum of Understanding Between the City of Porterville and the Tule River Indian Tribe to Advance Further Negotiations and the Performance of Governmental Processes**
   Re: Considering approval of MOU with the Tule River Indian Tribe identifying framework for future negotiations for the development of the Porterville Municipal Airport area.

2. **June 3, 2008 City of Porterville General Municipal Election: Call for Election; Requesting and Consenting to Consolidation of Elections; and Setting Specified Services**
   Re: Setting election precepts including decisions regarding candidate statements and the use of Tulare County services for election, and authorizing $30,000 budget adjustment from unallocated reserves in the General Fund to account for election costs.

3. **Training Presentation on Ethics and the California Ralph M. Brown Act**
   Re: Training Session facilitated by attorney Michael Jenkins.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION
A. **Closed Session Pursuant to:**

ADJOURNMENT to the Council Meeting of February 12, 2008 at 6:00 p.m. in the Council Chambers.*

*Due to a lack of quorum for the Regular City Council Meeting of February 5, 2008, this meeting will adjourn to a meeting of February 12, 2008.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Deputy City Clerk at (559) 782-7464. 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.
SUBJECT: Consideration of Approval of A Memorandum of Understanding Between the City of Porterville and The Tule River Indian Tribe To Advance Further Negotiations And The Performance of Governmental Processes

SOURCE: City Manager

The Porterville City Staff has been working with the Tule River Indian Tribe staff to develop a framework for STIG’s consideration of the development project near the Porterville Airport. Significant progress has been made with this effort.

The specific procedural points are incorporated in a draft Memorandum of Understanding between the City and the Tribe. This document has been attached.

Essentially, the Memorandum of Understanding presents the following:

- It defines a (1) primary zone and (2) a benefit zone at and near the Porterville Airport for a coordinated and cooperative development process. The benefit zone is an area where development may benefit the project or benefit from the project.

- Within the primary zone, it defines area which may be developed for a major resort and other compatible uses. Property is included within the primary zone which may be developed as a Porterville Fair site; however, such development would not be covered by the agreement.

- Because revenues may be raised from the future resort site, a financial mechanism is outlined which would provide monies for service contracts to the City and the Tribe and which would also allow monies to be used for public improvements within the primary and the benefit zone.

- A successor entity to STIG called the Porterville Airport Area Development Association (PAADA) is defined. Once legislation is passed allowing the creation of a joint powers agency between the City and the Tribe, the successor entity could, with the City and Tribal Council’s approval, transition to a joint powers agency.

City Manager

ITEM NO. 01
• As a joint exercise of powers agency, if funding is available from the resort revenue allocations, the entity is charged with pursuing the development of a golf course in the Porterville Airport area.

• The draft Memorandum of Understanding indicates that within the primary zone, PAADA shall serve as the appeals body for disputes between the parties with regard to the property/area, projects and fees. Within the benefit zone, PAADA decisions shall be advisory.

The draft Memorandum of Understanding is a framework for the preparation of a detailed Agreement. This Agreement shall be formulated through STIG/PAADA and will require the approval of the City Council and Tribal Council. An important factor that the future agreement addresses is the fee-to-trust status of the 40 acres owned by the Tule River Tribe.

The City Manager has been advised that the Tule River Tribal Council has reviewed the Memorandum of Understanding and has approved the document for signature.

RECOMMENDATION: Approve the Memorandum of Understanding as a framework for future negotiation through STIG/PAADA between the City Council and Tribal Council for the development of the Porterville Airport area.
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PORTERVILLE AND THE TULE RIVER INDIAN TRIBE TO ADVANCE FURTHER NEGOTIATIONS AND THE PERFORMANCE OF GOVERNMENTAL PROCESSES

1. The City and Tribe desire to work together towards the development of the Tribe’s property located within the City of Porterville and subject to the land trust application currently pending before the Bureau of Indian Affairs, to be amended for gaming and resort use. Specifically the Tribe desires to develop and construct a hotel resort and casino, and the City is supportive of the concept.

2. The parties desire to resolve the prior objections and issues between the parties concerning the land fee to trust application.

3. The deal points contained herein shall be used for the development of a detailed Agreement(s) consistent with these deal points.

4. The City and the Tribe agree that following property described in Attachment 1a and 1b will be subject to this Agreement, excluding the potential location of the Porterville Fair at the City’s Sports Complex property.

5. The City acknowledges that the proposed comprehensive amendment to the City’s General Plan allows for commercial recreation which would include the resort development. However, the public input and testimony portion of the general plan process has not yet been concluded.

6. Upon adoption of a comprehensive General Plan Amendment, that allows for commercial recreation, the Porterville Airport Area Development Association/Agency (“PAADA,” described in further detail below) shall pursue/propose a Specific/Master Plan for the property for resort and recreational use.

7. The City shall conduct the appropriate environmental review as required by CEQA with regard to any projects related to these deal points, including but not limited to any review needed for the adoption of the Agreements, review related to the General Plan update, the Specific/Master plan, and the project(s) itself. The costs for review shall be shared between the parties in proportion via future agreements before the specific costs are incurred.

8. The Tribe shall conduct the appropriate environmental review as required by NEPA concerning the project.
9. The Tribe agrees to move forward with its plans for a hotel resort and casino, including in a future phase, development of a golf course facility by PAADA.

10. The parties agree to reform the current STIG organization into the Porterville Airport Area Development Association/Agency ("PAADA"). PAADA shall remain an advisory committee unless and until the parties receive legislative authorization for the creation of a joint powers authority or other entity. If PAADA does not receive such legislative authorization, PAADA’s determinations shall be deemed recommendations to the City and Tribal Council. PAADA shall be responsible for oversight and recommendations to the parties concerning the development of the airport area (defined above) as well as the exploration of other development and recreational opportunities of mutual interest to the parties. PAADA shall also serve as the reviewing body concerning proposed regulations by either party affecting the property subject to these deal points, the development applications/permits and fees concerning the property, operating and service/mutual aid agreements between the parties concerning the property, and any regulatory action needed for projects in the area subject to these deal points. Additionally, all in lieu fees for property, sales, transient occupancy, utility user, and business licenses related to the subject property/area shall be coordinated through PAADA via the Summary of STIG/PAADA Finance Mechanism attached hereto as Attachment 2, and annually reviewed by PAADA.

11. PAADA shall serve as the appeals body for disputes between the parties with regard to the property/area, projects and fees. Decisions by PAADA shall be final and conclude all administrative remedies between the parties. Within the primary zone (see Attachments 1a and 1b), to the extent allowed by law, decisions by PAADA will be appealable to the Federal or State Court in accordance with the jurisdiction provisions of the Agreements between the parties and applicable law. Within the benefit zone, PAADA decisions shall be advisory.

12. PAADA shall not intervene between the parties and other regulatory authorities. PAADA shall not impair the operational management of tribal or city-owned properties, or other properties under the jurisdiction of the respective parties but not subject to these deal points.

13. PAADA shall consist of five association members, of whom two members shall be appointed by the Tribal Council from its membership and two members shall be appointed by the City Council from its membership. The remaining member shall be appointed by the four PAADA committee members and serve a one year term. A majority vote of the entire PAADA membership shall be required for the adoption of a recommendation. The parties shall cooperate to develop the procedural rules for determinations by and appeals to PAADA. Said rules shall be consistent with all laws applicable to the City, including but not limited to the Brown Act.

14. The parties agree to pursue the development of Agreements consistent with these
deal points, including an Agreement(s) covering the specific development project(s) contemplated, service/mutual aid agreements, and provisions for City's cost recovery service agreements.

Approved for further negotiations through January 30, 2010.

Date: _______________  CITY COUNCIL OF THE CITY OF PORTERVILLE

By: ___________________
    Cameron Hamilton, Mayor

Date: _______________  TULE RIVER TRIBAL COUNCIL

By: ___________________
    Neil Peyron, Chairman
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By: ___________________
    Cameron Hamilton, Mayor

Date: ________________  TULE RIVER TRIBAL COUNCIL

By: ___________________
    Neil Peyron, Chairman
Potential Alternative Zone Definitions

Primary Zone: Alt. 1  The Primary Zone includes the Tribal land subject to the Land to Trust Application which includes Assessor Parcel Numbers 302-400-001 through 017 and adjacent public right-of-way. It also includes the existing Sports Complex property to the north which consists of 100± acres and the City’s 34± acre parcel immediately south of the Tribal land. This area is identified on the Draft PAADA Land Use Area Diagram attached hereto.

Land within this area is subject to STIG/PAADA land use, fiscal and programmatic decision making authority. It is mutually agreed that the decisions made with the Primary Zone are of utmost importance to the economic viability of the uses to be developed in this area.

Alt. 2  As depicted on the attached diagram, the Primary Zone is the location of the Resort Development and other related Commercial or Municipal Recreational uses that are the focus of the joint land use agreement and proposed Joint Powers Authority. Land within the Primary Zone is subject to STIG/PAADA’s land use authority. It is mutually agreed upon that the compatibility and connectivity of these uses are of the utmost importance.

Alt. 3  The Primary Zone is identified on the attached Draft PAADA Land Use Area diagram, a portion of which is the subject of the Tribe’s Land to Trust Application for the proposed Resort/Casino Development. Additional land within the Primary Zone under City ownership bears a direct relationship to the economic and operational viability of the Resort/Casino Development. Therefore it is mutually agreed that the coordinated decision making for projects within this Zone shall be made by STIG/PAADA.

Benefit Zone: Alt. 1. The Zone of Benefit is described on the attached diagram as an area that has a close relationship to the Primary Zone in that it incorporates adjacent lands and lands following access routes into and out of the area that are wholly or partially within the City jurisdiction. It is mutually agreed upon that, due to its relationship to the Primary Zone, the area could benefit from revenues derived within the Primary Zone that may benefit the area and in return benefit the development within the Primary Zone.

Alt. 2  As depicted on the attached diagram, the Zone of Benefit is that area that is either wholly or partially within the City’s jurisdictional boundaries, and may benefit by revenues generated within the Primary Zone and by funding projects within this zone, may in return, benefit development within the Primary Zone.

Alt. 3  The Zone of Benefit is identified on the attached Draft PAADA Land Use Area diagram that may benefit by the Resort/Casino Development by the economic success of the project by the use of funds derived within the Primary Zone that will provide resources to undertake projects that will in return benefit development within the Primary Zone.
SUMMARY OF STIG/PAADA FINANCE MECHANISM

X$  
Y$  
X$ - Y$ = Z$

X
Scope Trust Area
In Lieu Fees (Annual)
Prop Tx = .15% of value
w/o "encumbrance" not permitted by Tribal Constitution
Sales Tx=2% of sales
Trans Occ Tx=8% of total room revenue
Util Users Tx=6% of utility cost
Business Lic on Non-Tribal Business

Y
Service Contracts
w/City & Tribal Governments
Police Services
Secruity Services
Fire Services
Planning Engineering
Code Enforcement
Local Streets
Contracts approved on annual basis by STIG/PAADA Board

Z
Allocation by STIG/PAADA Board for (Annual)
1. Administration
2. Legal
3. Planning
4. Marketing
5. Public Improvements &
6. Development on City or Tribal Property within Planning Area Boundary, or Benefit Zone Boundary
7. Development/Operation of Supporting Facilities (e.g., golf course)

X = Monies received from in lieu agreements (revenues)
Y = Monies expended by STIG/PAADA for service support agreements between STIG/PAADA and the City or Tribe
Z = Remainder monies after support agreements for STIG/PAADA activities for STIG/PAADA Admin, Legal, Planning, and Public Improvements/Development in STIG/PAADA Planning Area or Benefit Zone, and the Development, Maintenance and Operation of Facilities that support Primary Zone Projects (e.g., golf course)

11-Jan-08
SUBJECT: JUNE 3, 2008 CITY OF PORTERVILLE GENERAL MUNICIPAL ELECTION: CALL FOR ELECTION; REQUESTING AND CONSENTING TO CONSOLIDATION OF ELECTIONS; AND SETTING SPECIFIED SERVICES

SOURCE: Administration/City Clerk Division

COMMENT: Certain decisions must by made by the City Council in regard to the upcoming Municipal Election of June 3, 2008. The areas in question are as follows:

A. Regarding Candidates' Statements:
   1. If they are to be allowed.
   2. If the candidate will have to pay the pro rata cost of printing and distributing the candidates' statements of 200 words or less (cost of mailing not included).
   3. If other mailing of election material is to be permitted.

B. If County Services will be used for the following:
   1. Print and mail to the qualified electors of the General Municipal Election sample ballots and voter pamphlets.
   2. Provide absent voter ballots for said General Municipal Election for use by the qualified electors who may be entitled to such absent voter ballots in the manner provided by law.
   3. Order the consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
   4. Conduct and canvass the returns of the election and certify the votes cast to the City Council as set forth in Election Code Sec. 10262.
   5. Prepare, print and deliver supplies to the polling places, including the official ballots and a receipt for said supplies.
   6. Recount votes, if requested, in accordance with state law.
   7. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
   8. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission and the issuance of nomination papers.

Item No. 02
C. The designation for the Central Counting of Ballots:

1. Designate counting place for ballots (Tulare County Election Department, 5951 S. Mooney Blvd., Visalia, California).

Funds for the June 3, 2008 General Municipal Election were not budgeted in the 2007/2008 General Fund Budget of the City Clerk, and will require a budget adjustment from unallocated reserves in the General Fund. The cost of the election will vary based on the number of registered voters, length of the ballot, printing costs, and how many entities share that election date. Considering the aforementioned factors, staff estimates $30,000 as an approximate cost for the June 3, 2008 election.

RECOMMENDATION: That the Council:

1. Allow candidates' statements, at no cost to the candidate, for 200 words or less with no additional mailings; that County services be used as designated above; and that the County Election Department, County Civic Center, Visalia, California, be designated as the Central Counting Place for the June 3, 2008, General Municipal Election; and

2. Adopt the attached resolution calling the election for June 3, 2008, requesting and consenting to the consolidation of the election; and setting specifications of the election order; and

3. Adopt the attached resolution requesting the Board of Supervisors permit the Registrar of Voters to render specified services to the City, for the June 3, 2008 Election; and

4. Authorize a budget adjustment in the amount of $30,000 from General Fund unallocated reserves to cover costs associated with the June 3, 2008 Election; and

5. Authorize payment to the Tulare County Registrar of Voters upon the completion of the requested services.

ATTACHMENTS: 1. Draft resolution calling the election; requesting and consenting to the consolidation of elections; and setting specifications of the election order;

2. Draft resolution requesting specific County services.
RESOLUTION NO. ___-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
REQUESTING THE TULARE COUNTY BOARD OF SUPERVISORS PERMIT THE
COUNTY REGISTRAR OF VOTERS TO RENDER SPECIFIED SERVICES TO THE CITY
OF PORTERVILLE FOR THE GENERAL MUNICIPAL ELECTION OF JUNE 3, 2008

WHEREAS, pursuant to the Elections Code, the governing body of any city may, by
Resolution, request the Board of Supervisors of the county to permit the county elections official to
render specified services to the city relating to the conduct of an election; and

WHEREAS, the City of Porterville has ordered an election be held within the boundaries of
the City on June 3, 2008;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORTERVILLE:

The Board of Supervisors of Tulare County is hereby requested to permit the County
Registrar of Voters to render services to the City of Porterville relating to the conduct of the June
3, 2008 General Municipal Election as follows:

1. That County services be used to:
   a. Prepare, print and mail to the qualified electors of the
      City General Municipal Election sample ballots and
      voter pamphlets.
   b. Provide Vote by Mail (Absentee) ballots for said
      General Municipal Election for use by the qualified
      electors who may be entitled to Vote by Mail
      (Absentee) ballots in the manner provided by law.
   c. Order the consolidation of precincts, appoint precinct
      boards, designate polling places and instruct election
      officers concerning their duties.
   d. Conduct and canvass the returns of the election and
      certify the votes cast to the City.
   e. Receive and process Vote by Mail (Absentee) applications.
   f. Prepare, print and deliver supplies to the polling
      places, including the official ballots and a receipt for
      said supplies.
g. Recount votes, if requested, in accordance with state law.

h. Conduct the above election duties in accordance with the Voting Rights Act of 1975.

i. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission and the issuance of nomination papers.

2. Authorize and direct the City Clerk to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

ADOPTED this 30th day of January, 2008.

________________________________________
Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

________________________________________
By: Patrice Hildreth, Acting Chief Deputy
RESOLUTION NO. ____-2008

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
CALLING THE GENERAL MUNICIPAL ELECTION OF JUNE 3, 2008
AND REQUESTING AND CONSENTING TO CONSOLIDATION
OF ELECTIONS; AND SETTING SPECIFICATIONS
OF THE ELECTION ORDER

WHEREAS, pursuant to Election Code, the governing body of any city may, by resolution, request the Board of Supervisors of the county to permit the Registrar of Voters to render specified services to the city relating to the conduct of an election; and

WHEREAS, other elections may be held in whole or in part of the territory of the City of Porterville and it is to the advantage of the City of Porterville to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, there will be a General Municipal Election held within the boundaries of the City, in conjunction with a County-wide Election, on June 3, 2008;

WHEREAS, Elections Code Section 10242 provides that the governing board shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill to the City by the County Elections Official; and

WHEREAS, Elections Code Section 13307 requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate’s statement to be sent to the voters; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City;
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that:

1. The City of Porterville General Municipal Election is hereby called for June 3, 2008, shall be and is hereby ordered consolidated with the Primary Election to be held within the City on said date, and within the territory affected by the consolidation. The election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted, and returned, returns canvassed, results declared, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the election as specified herein. The Board of Supervisors of Tulare County, and the Tulare County Registrar of Voters, are hereby requested to order the consolidation of the general municipal election hereby called with the other election to be held within the City on said date, and within the territory affected by the consolidation, and the Board and the Registrar of Voters are hereby authorized to canvass the returns of said municipal election, and said municipal election shall be held in all respects as if there were only one election and the form of ballot shall be as provided for the other election. The County shall certify results of the canvass of the returns of said general municipal election to the City Council which shall thereafter declare the results thereof.

2. That the election be held in accordance with the following specifications:

   SPECIFICATIONS OF THE ELECTION ORDER

   A. The Election shall be held on Tuesday, the 3rd day of June, 2008. The purpose of the election is to choose successors for the following offices:

      Three (3) Members of the City Council
      (Full Term of Four Years)

   B. The Porterville City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code 10400.

   C. The City of Porterville hereby designates the hours the polls are to be kept open shall be from 7:00 a.m. to 8:00 p.m.

   D. The City of Porterville will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the Elections Official.

   E. The Porterville City Council had determined that the City of Porterville will pay for the Candidate’s Statement. The Candidate’s Statement will be limited to 200 words, with no additional mailings.
F. The Porterville City Council hereby directs the City Clerk forward a certified copy of this Resolution to the Registrar of Voters, and the Board of Supervisors of Tulare County.

ADOPTED this 30th day of January, 2008.

__________________________________________
Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

______________________________
Patrice Hildreth, Acting Chief Deputy