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 54957 – Public Employee Performance Evaluation – Title: Golf Course Manager
   5- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – One Case
   6- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Two Cases

**7:00 P.M. RECONVENE OPEN SESSION**

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

Pledge of Allegiance Led by Vice Mayor Pete V. McCracken
Invocation

**PROCLAMATIONS**
Michael Allen Taylor – Eagle Scout

**PRESENTATIONS**
United Way – Ernie Hernandez

**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. **City Council Minutes of May 12, 2009**

2. **Claim – Casey Borja**
   Re: Considering rejection of a claim in an amount of $9,500 for personal injuries that the claimant alleges were sustained when he slipped and fell while exiting a city transit bus on January 5, 2009.

3. **Purchase of (10) Handheld Police Radios for Auto-Theft Investigators**
   Re: Considering approval of an expenditure of $13,323.40 in funds from the Porterville Police Department’s portion of the DMV Auto-Theft Prevention Fund for the purchase of ten handheld police radios for auto-theft investigators.

4. **Joint Funding Agreement with Tulare County for Thunderbolt Probation Officer**
   Re: Considering approval of an extension of the current Agreement for joint funding of the Thunderbolt Probation Officer for the period of July 1, 2009 to June 30, 2010 in the amount of $36,196.50.

5. **Program Supplement to the Local Agency-State Master Agreement – Purchase of Six CNG Vehicles**
   Re: Considering approval of Program Supplement Agreement Number N036 submitted by the Department of Transportation for the purchase of six (6) CNG Vehicles – half-ton pick-up trucks.

6. **Sierra Management Transit Center Lease**
   Re: Considering approval of the lease with Sierra Management for the office space occupied by Sierra Management and utilized for the operation of the Fixed Route and Demand Response transportation services.

7. **Annual Adjustment of Fees by Application of the ENR Cost Index**
   Re: Receipt of an informational report providing 90-days notice of the annual adjustment of fees by application of the Engineering News Record Cost Index consistent with agreements and previous instructions.

8. **Acceptance of California Infrastructure & Economic Development Bank (CIEDB) Water Loan**
   Re: Considering approval of a resolution accepting the CIEDB 30-Year loan in the amount of $6,757,500.

9. **Engineer’s Report and Setting of a Public Hearing for Annexation No. 1 to Lighting and Landscape Maintenance District 32 and Tax Assessments for Parcels Within: Sunrise Villa Phase Two and Phase Three Subdivisions**
Re: Considering approval of a resolution ordering the proceedings for Annexation No. 1 to Landscape and Lighting Maintenance District No. 32, and ordering the preparation of the Engineer’s Report; a resolution giving preliminary approval to the Engineer’s report; and a resolution declaring intent to annex, levy and collect assessments, and setting a public hearing for July 7, 2009.

   Re: Considering authorization to submit an application and project description to the U.S. Department of Energy to propose performing City facility energy efficiency retrofits.

11. **Approval for Community Civic Event – Walmart Distribution Center/Valley Children’s Hospital – Valley Children’s Car Show – August 8, 2009**
   Re: Considering approval of a civic event to take place on Saturday, August 8, 2009, from 8:00 a.m. to 5:00 p.m., at Veteran’s Memorial Park.

12. **Approval of Community Civic Event – World of Victory Church – Community Outreach – July 18, 2009**
   Re: Considering approval of a civic event to take place on Saturday, July 19, 2009, from 2:00 p.m. to 8:00 p.m. at 163 W. Orange Street.

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

**PUBLIC HEARINGS**

13. **Request to Adopt Budget for Fiscal year 2009-2010**
   Re: Considering adoption of the proposed FY 2009-2010 Budget.

**SCHEDULED MATTERS**

14. **Annual Review of City of Porterville/Chamber of Commerce Agreement**
   Re: Acceptance of the Chamber of Commerce Activity Report and Financial Statements, and authorizing payment of $35,000 consistent with the City Budget.

15. **D-Overlay 1-2009 (Porter Street Car Wash)**
   Re: Considering adoption of a resolution containing findings and conditions in support of the approval for “D” Overlay Site Review 1-2009 to allow for the development of a full service drive-through car wash located on the northeast corner of Porter Street and Putnam Avenue.

16. **Award of Contract – Reclamation Area Lease**
   Re: Considering the award of contract to Rick Perigo Roadsiding of Terra Bella, CA, for the lease of City’s Reclamation Area.

17. **Consideration of Financial Support for “First Call” Program Through the United Way of Tulare County**
   Re: Considering of financial support for the “First Call” program administered by the United Way of Tulare County which connects needing individuals with organizations and agencies that provide various services.
18. Nomination of Visalia City Mayor Jesus J. Gamboa for Appointment to the San Joaquin Valley Air Pollution Control District
   Re: Considering approval of a resolution nominating City of Visalia Mayor Jesus J. Gamboa for appointment to the San Joaquin Valley Air Pollution Control District.

PORTERVILLE REDEVELOPMENT AGENCY AGENDA
June 16, 2009

Roll Call: Agency Members

WRITTEN COMMUNICATIONS

ORAL COMMUNICATIONS

SCHEDULED MATTER
PRA-1. Redevelopment Agency 2009-2010 Budget
   Re: Considering adoption of the proposed 2009-2010 Redevelopment Agency Budget.

Adjourn to a meeting of the Porterville 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 July 7, 2009.

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 Office of 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.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City’s website at www.ci.porterville.ca.us.
PORTERVILLE CITY COUNCIL/PARKS & LEISURE SERVICES COMMISSION
JOINT MEETING MINUTES
MUNICIPAL LIBRARY
COMMUNITY ROOM, 2ND FLOOR
41 WEST THURMAN AVENUE, PORTERVILLE, CALIFORNIA
MAY 12, 2009, 6:00 P.M.

Called to Order at 6:00 p.m.

Roll Call: Porterville City Council: Vice Mayor McCracken, Council Member Pedro Martinez, Council Member Felipe Martinez, Council Member Ward, Mayor Hamilton

Porterville Parks & Leisure Services Commission: Chair Ruiz, Commissioner Beardsley, Commissioner Capone, Commissioner Edwards, Commissioner Luna, Commissioner Shelton, Commissioner Webber

Absent: Vice Chair O’Sullivan

Pledge of Allegiance led by Council Member Pedro Martinez

Invocation -- a moment of silence was observed.

ORAL COMMUNICATIONS
None

SCHEDULED MATTERS

1. JOINT CITY COUNCIL/PARKS & LEISURE SERVICES COMMISSION DISCUSSION

City Manager Lollis began by briefly explaining that the purpose of the meeting was to discuss and evaluate the efforts of the Parks & Leisure Services Commission.

Chairman Joe Ruiz spoke about the importance of Council direction to the Commission; his concerns with the start and end date of projects; a possible mentoring program for new commissioners and board members; and the lack of progress on the Heritage Ball Fields. He added that the City needs to make it more convenient for service clubs in the community to take on projects.

Commissioner Chris Edwards spoke about his concerns with the lack of maintenance in many areas of the City, and cited the park arbors as an example.

Council Member Pedro Martinez spoke of the importance of the Council and the Commission being on the same page; and spoke in favor of a mentoring program.

Commissioner Cathy Capone stated that the Council ignores the Commission’s recommendations, which deters their efforts; and briefly spoke about the suggestions provided to the Council for grant projects.

Chairman Ruiz stressed that the City should be run like a business, and commented on the issue of maintenance.
Commissioner George Luna inquired about the role of an advisory committee and what could be accomplished.

Council Member Felipe Martinez indicated that he had appreciated the suggestions for Proposition 84 grant projects, and spoke briefly about identifying funding sources for projects.

Commissioner Greg Shelton identified money and red tape as two main issues relative to the lack of maintenance that was raised earlier; requested that the Council provide the Commission with tangible direction and projects; voiced his concerns about the lack of movement on the Heritage Ball Fields; indicated that the Commission’s recommendations are not always included in staff reports to the Council; and indicated that service group contributions to the community were deterred by the amount of red tape.

Chairman Ruiz spoke briefly about the handling of a situation where a baseball organization owed money to the City, and noted that the Council did not accept the Commission’s recommendation in that situation. He then inquired about the second item on the agenda, and commented on the short notice.

City Manager John Lollis explained that the second item had been put on the agenda in order to allow the Parks and Leisure Services Commission the opportunity to provide input to the Council; adding that action had to take place by June 5th and that the staff report had been completed just moments before the start of the meeting.

Mayor Hamilton spoke about his passion for the Heritage Ball Fields Project and Off Highway Vehicle Park, and suggested that the ball fields be completed in phases due to the costs of the project as a whole. He also commented on Council’s action regarding the Proposition 84 grant funds project, and the unhealthy condition of the American Youth Softball Organization.

Chairman Ruiz reiterated Commissioner Edwards’ concerns regarding maintenance of the park arbors and a discussion ensued regarding the recent replacement of arbors and the issue of liability. Council Member Pedro Martinez noted that there were many groups and individuals willing to help with projects throughout the community and that the City needed to make it easier for them to do so. Commissioner Shelton concurred, adding that the amount of red tape was discouraging and frustrating.

Commissioner Beardsley stressed the importance of funding for maintenance; spoke about the increase in the use of parks and town amenities due to the state of the economy; suggested that the Murry Park Master Plan be undertaken in pieces; and stated that additional playground equipment could have been purchased instead of replacing the existing equipment.

Mayor Hamilton inquired about the tracking of maintenance, and Parks & Leisure Services Director Jim Perrine replied that the maintenance workers were aware of maintenance issues. The Mayor then suggested that the Commission select two of its members to serve as an ad-hoc committee whose purpose was to visit city parks and identify maintenance issues. Council Member Pedro Martinez spoke in support of an ad-hoc committee, and suggested that a member of the Council, through a rotation, observe Parks & Leisure Services Commission meetings.
Mayor Hamilton discouraged lobbying following action of the commission.

Council Member Ward stated that too much time was being focused on identifying problems, and not enough time on identifying solutions; and spoke in favor of workable solutions to large, expensive projects such as the ball fields and the implementation of a maintenance schedule.

Commissioner Capone requested that the Council provide some explanation of their action on items with Parks & Leisure Services Commission recommendations to increase understanding between entities. A discussion ensued during which this request was explored. Mayor Hamilton agreed that improved communication regarding Council action was necessary; and spoke briefly about the importance of a maintenance schedule.

In response to a concern made earlier on the part of the Commission, Vice Mayor McCracken recommended that the Chair or Vice Chair of the Commission be present at the City Council meetings to ensure that the Council is receiving accurate information in staff reports presented.

Council Member Pedro Martinez suggested that a welcome breakfast or some other scheduled encounter be used to welcome new commission and board members. Council Member Felipe Martinez added that new members should be provided minutes and/or audio from recent meetings to allow them the opportunity to be informed of issues being addressed by the commission or board.

Chairman Ruiz spoke about a decrease in the number of volunteers in the community, and proposed that the Council advocate volunteerism.

Commissioner Beardsley left the meeting at 7:43 p.m. At that time the Council and Commission took a ten minute break.

2. CONSIDERATION OF USE OF CDBG RECOVERY ACT FUNDS

City Manager Lollis explained that the item was to consider project options for use of the Community Development Block Grant Recovery Act Funds, and Community Development Director Brad Dunlap presented the staff report.

During the staff report Mr. Dunlap explained the significant time and use restraints associated with the $191,122 in special program funds.

Commissioner Shelton inquired about strings attached to the funds. Mr. Dunlap replied that once constructed the City would have to maintain the trails.

COMMISSION ACTION: MOVED by Commissioner Shelton, SECONDED by Chairman Ruiz that the Commission approve the construction of Rails to Trails from Olive Avenue to the north end of the new parking lot at the Heritage Center for use of CDBG Recovery Act Funds.
AYES: Capone, Shelton, Webber, Luna, Edwards, Ruiz
NOES: None
ABSTAIN: None
ABSENT: O’Sullivan, Beardsley

At the request of a council member, Parks & Leisure Services Director Perrine described the work that could be accomplished with the funds if the project was accepted for use of the funds.

Council Member Ward expressed concern with the costs to maintain the new trails.

City Manager Lollis noted that there could be no action on the part of the Council due to the location of the meeting, but that the Council could provide direction to staff on whether to move forward.

Community Development Director Dunlap stressed the time crunch and eligibility criteria for CDBG funds, and clarified misconceptions regarding the use of Section 108 funds for the Heritage Center parking lot.

Disposition: Approved by the Parks & Leisure Services Commission; Council direction given to staff.

ORAL COMMUNICATIONS
OTHER MATTERS
None

ADJOURNMENT

The Porterville City Council adjourned at 8:17 p.m. to the meeting of May 19, 2009 at 6:00 p.m., Council Chambers, City Hall, 291 North Main Street.

The Porterville Parks & Leisure Services Commission adjourned at 8:17 p.m. to the meeting of June 4, 2009 at 5:30 p.m., Council Chambers, City Hall, 291 North Main Street.

______________________________
Luisa Herrera, Deputy City Clerk

______________________________
Cameron Hamilton, Mayor

______________________________
Joe Ruiz, Chair
SUBJECT: TRANSIT CLAIM – CASEY BORJA

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Casey Borja has filed a claim against the City for personal injuries in an amount of $9,500. Claimant alleges that he incurred injuries to his neck, back, arms, wrist and hand when he slipped and fell while exiting a city transit bus on January 5, 2009.

RECOMMENDATION: After consideration and investigation, staff recommends that the Council reject said claim; refer the matter to the City’s insurance adjustor; and direct the City Clerk to give the Claimant proper notification.
CLAIM AGAINST (Name of Entity: CITY OF PORTERVILLE)

Claimant's Name: CASAJO

Claimant's Address: 765 W. PUTNAM AVE. #5

Claimant's Telephone No. (Home): (559) 793-2947

Address where notices about claim are to be sent, if different from above:

765 W. PUTNAM AVE. #5 PORTERVILLE CA

Date of incident/accident: 1-5-09

Date injuries, damages, or losses were discovered: 1-5-09

Location of incident or accident: ON TRANSIT BUS - WEST PUTNAM

What did entity or employee do to cause this loss, damage, or injury? LACK OF RAILING

A AND NO SUPPORT ON STEPS FOR SLIPPED PREVENTION.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

TRANSIT BUS - TROLLEY

What specific injuries, damages, or losses did claimant receive? NECK, BACK, ARMS, WRIST, HAND

(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

FOR MEDICAL BILLS TO BE COVERED I SAYS $7500

How was this amount calculated (please itemize): LOSS OF BACK, LOWER PAIN (CONTINUOUS)

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 6-5-09 Signature: CASAJO

If signed by representative:

Representative's Name __________________________ Telephone: __________________________

Address e # ____________________________________________

Relationship to Claimant ____________________________
SUBJECT: Purchase of (10) Handheld Police Radios for Auto-Theft Investigators

SOURCE: Police Department

COMMENT: In April of 2008 the Porterville Police Department put a full-time officer into the Tulare County Reduce Auto-Theft Task Force on a trial basis. Since that time TRATT has recovered over 250 stolen vehicles, arrested over 150 individuals for auto-theft and shut down 25 suspected chop shops. The trial basis has been successful and PPD plans to continue with their participation in the Task-Force.

During the trial basis, it was learned that TRATT investigators would be more effective if the entire team had access to the same equipment. The Kenwood P25 portable radio is capable of being programmed with the primary channels of each agency represented in the task force and will allow for each member to communicate freely with one another, as well as allied agencies, regardless of what part of the country their investigation takes them. The radios are also compatible with the radios being utilized by other members of the Porterville Police Department. Detective McGuire, who is assigned to TRATT, has tested the proposed radio and found it to be effective and compatible for all aspects of his day-to-day activities.

The purchase price of ten Kenwood P25 handheld radios is $13,323.40 through Cook’s Communications, an authorized vendor for the City of Porterville. The Porterville Police Department currently has slightly over $25,000 in its Auto Theft Prevention Fund and the DMV Auto-Theft Prevention Fund Oversight Committee has authorized the use of these funds for the purchase of the listed equipment. These radios will be the property of the Porterville Police Department but assigned to TRATT personnel. They will be returned to the Porterville Police Department if the function of the task force were to discontinue.

RECOMMENDATION: That the City Council:

1) Approve the expenditure of $13,323.40 in funds from the Porterville Police Department’s portion of the DMV Auto-Theft Prevention Fund.
May 11, 2009

DMV Auto Theft Fund Oversight Committee
Tulare County Chiefs’ Association

Dear Committee Members:

This letter is a request for the release of DMV Auto Theft Protection Funds currently being held in a trust for the Porterville Police Department. In April 2008, the Porterville Police Department assigned a full-time officer to the Tulare County Reduce Auto Theft Task Force (TRATT) on a trial basis. The trial basis has been successful and our department plans to continue with our participation in the Task Force.

During the trial basis, it was learned that TRATT investigators would be more effective if the entire team had access to the same equipment. The Kenwood P25 portable radio is capable of being programmed with the primary channels of each agency represented in the task force and will allow for each member to communicate freely with one another, as well as allied agencies, regardless of what part of the country their investigation takes them. The radios are also compatible with the radios being utilized by other members of the Porterville Police Department. Detective McGuire, who is assigned to TRATT, has tested the proposed radio and found it to be effective and compatible for all aspects of his day-to-day activities.

The purchase price of ten Kenwood P25 handheld radios is $13,323.40 through Cook’s Communications or $16,795.87 through Arcom Wireless, including batteries, chargers, speaker mics, and applicable taxes. Please refer to attached printout. The Porterville Police Department currently has slightly over $25,000 in its Auto Theft Prevention Fund, it is my recommendation that $13,323.40 be released from that fund for the purchase of (10) Kenwood P25 handheld radios from Cook’s Communication. These radios will be the property of the Porterville Police Department but assigned to TRATT personnel. They will be returned to the Porterville Police Department if the function of the task force were to discontinue. Should you have any questions, please feel free to contact me.

Sincerely,

Chuck McMillan
Chief of Police

PORTERVILLE POLICE DEPARTMENT MISSION STATEMENT
The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.
# Quote

**COOK'S COMMUNICATIONS**

160 North Broadway  
Fresno, CA 93701-1592

Phone: (559) 233-8818  
Fax: (559) 268-8506

**Quote To:** City of Porterville  
291 N Main St  
Porterville, CA 93257

**Ship To:** City of Porterville  
291 N Main St  
POLICE DEPT.  
Porterville, CA 93257

Phone: (559) 782-7566  
Fax: (559) 782-4050

## Proposed Quotations

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**Quote subtotal** 14251.40  
Discount -2000.00  
Sales tax @ 8.75% 1072.00  
**Quote total** 13323.40

We appreciate your continued patronage

Thank You
### ARCOM Wireless
4030-A Pike Lane
Concord, CA 94520
(925) 602-1160
(925) 827-3060 Fax
www.arcomwireless.com

#### Quote

**Name / Address**
Porterville Police Dept.
Attn: A/P
350 North D Street
Porterville, CA 93257

**Ship To**
Porterville Police Dept.
Attn: Kelly Cooksey
350 North D Street
Porterville, CA 93257

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**Secondary Quote**

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All quotes are valid for a period of 30 days and may be subject to Manufacturers Price increases.

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**Subtotal** $15,390.73

**Sales Tax (9.25%)** $1,405.14

**Total** $16,795.87
SUBJECT: JOINT FUNDING AGREEMENT WITH TULARE COUNTY FOR THUNDERBOLT PROBATION OFFICER

SOURCE: Police Department

COMMENT: The City of Porterville and the County of Tulare have had a long-standing agreement wherein they provide the Thunderbolt Delinquency Prevention Program to the community. The City provides office space in the police facility and pays the County for 50% of the Probation Officer’s total yearly cost. The current agreement is set to expire on June 30, 2009. The cost of funding Porterville’s portion of the program in the upcoming fiscal year has been determined to be $36,196.50. Funds to cover this expense have been allocated in the Police 2009/2010 budget.

The Thunderbolt Delinquency Prevention Program has been a vital component in dealing with juvenile crime in Porterville for almost twenty-two years. This is a “diversion type” program for minors who are first time offenders and/or considered “at risk.” These minors are dealt with through an informal probation process that includes supervision, restitution, community service, and counseling. This program has been very successful in combating delinquency in our community. Without this program, a vast number of these minors would fall through the cracks, and receive no substantial consequences for their violations of law.

RECOMMENDATION: That the City Council:

1) Extend the current Agreement for joint funding of the Thunderbolt Probation Officer for the period of July 1, 2009 to June 30, 2010 in the amount of $36,196.50; and

2) Authorize the Mayor to execute the Agreement on behalf of the City of Porterville.

Attachment: Agreement

DD [ ] CM [ ] Appropriated/Funded MB Item No. 4
June 2, 2009

Georgia Hawley,
Chief Deputy City Clerk
City of Porterville
291 North Main Street
Porterville, CA 93257

Re: Thunderbolt Delinquency Prevention Program

Dear Chief Hawley:

Please find enclosed three copies of the amendment to agreement for services of a Deputy Probation Officer Position assigned to the Police Department. This amendment is to cover fiscal year 2009/2010. Please retain one copy of the amendment for your records and return two copies with original signatures (in blue ink) to the Probation Department. A fully executed copy of the amendment will be forwarded to you when approved by the Board of Supervisors.

Return signed agreements to: Marichu A. Baker
Tulare County Probation Department
County Civic Center Room 204
Visalia, CA 93291

Please contact Supervising Probation Officer Judy Summers at 684-4240 if you have any questions regarding the program, or myself at 733-6207 if you have any questions of a fiscal nature. Thank you for your participation in this program.

Very truly yours,

JANET M. HONADLE
CHIEF PROBATION OFFICER

[Signature]
Marichu A. Baker, Accountant II
Enclosure
AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of __________, 2009, between the COUNTY OF TULARE, referred to as the COUNTY, and CITY OF PORTERVILLE, referred to as the CITY, with reference to the following:

A. The parties entered into an Agreement as of June 24, 2003, (Tulare County Agreement No. 21658) to obtain the services of a Probation Officer employed by the COUNTY for its Thunderbolt Delinquency Prevention Program:

B. Tulare County Agreement No. 21658 was subsequently amended by Tulare County Agreement Nos. 21658-A, 21658-B, 21658-C, 21658-D and 21658-E.

C. The parties now desire to extend said agreement for one additional year.

ACCORDINGLY, IT IS AGREED:

A. Paragraph 17 of said Agreement is hereby amended to read as follows:

17. TERM: This Agreement shall become effective July 1, 2003, and shall terminate on June 30, 2010, unless otherwise terminated as provided in the Agreement.

B. Except for the amended paragraph of said Agreement, all other terms and conditions of said Agreement shall remain in full force and effect.

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TULARE COUNTY AGREEMENT NO. ______
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signature below:

COUNTY OF TULARE

Date: ____________________________  By ____________________________

Chairman, Board of Supervisors

"County"

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare

By ____________________________

Deputy Clerk

CITY OF PORTERVILLE

Date: ____________________________

By ____________________________

Title ____________________________

"CITY"

ATTEST:

____________________________
City Clerk

Approved as to Form
County Counsel

By ____________________________

Deputy

Date: 2009526/ 4/23/09
Tulare County Probation Department  
Thunderbolt Delinquency Prevention Program

Cost Estimate for Fiscal Year 2009/2010  
One (1) Probation Officer II @ Range 877; Step 5

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<td>Salaries &amp; Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Salary</td>
<td>$48,087.00</td>
<td></td>
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<tr>
<td>Other Pay</td>
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<td>Benefits</td>
<td>6,370.00</td>
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<td>Retirement</td>
<td>8,606.00</td>
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<td>Social Security</td>
<td>3,614.00</td>
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<td>Unemployment Insure.</td>
<td>144.00</td>
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<td>Pension Bond</td>
<td>1,040.00</td>
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<td>Workers Comp.</td>
<td>1,524.00</td>
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<tr>
<td><strong>Salary and Benefits Total</strong></td>
<td><strong>$69,385.00</strong></td>
<td><strong>$34,692.50</strong></td>
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<tr>
<td>Communication Cost</td>
<td>432.00</td>
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<td>Transportation Cost</td>
<td>2,576.00</td>
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<tr>
<td><strong>Communication &amp; Transportation Total</strong></td>
<td><strong>$3,008.00</strong></td>
<td><strong>1,504.00</strong></td>
</tr>
<tr>
<td><strong>Total Estimated Cost per Officer</strong></td>
<td><strong>$72,393.00</strong></td>
<td><strong>$36,196.50</strong></td>
</tr>
</tbody>
</table>
SUBJECT: PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT – PURCHASE OF SIX CNG VEHICLES

SOURCE: Public Works Department - Engineering Division

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number N036, and requests that the City execute said agreement. The executed agreement becomes a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The Program Supplement attached is for the purchase of six (6) CNG Vehicles – half-ton pick-up trucks. Said agreement describes the special covenants with which the City must comply.

RECOMMENDATION: That the City Council:

1. Approve the subject program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and

2. Direct staff to return the signed program supplement to CalTrans.

ATTACHMENTS: Program Supplement Agreement No. N036 Resolution

P:\PUBWORK\ENGINEERING\COUNCIL ITEMS\PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT - PURCHASE SIX CNG VEHICLES - 2009-06-16.DOC

Dir  appropriated funded  MB  CM  Item No. 5
RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. N036
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby
authorized to execute the document known as Program Supplement No.
N036 to Local Agency-State Master Agreement No. 06-5122R, for the
purchase of six (6) CNG vehicles.

PASSED, ADOPTED AND APPROVED this 16th day of June, 2009.

____________________________________
Cameron Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

____________________________________
By Patrice Hildreth, Chief Deputy City Clerk
This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \[\text{S\textsuperscript{copy} attached}\].

The Administering Agency further stipulates that as a condition to the payment by State of any funds derived from sources noted below obligated to this project, the Administering Agency accepts and will comply with the Special covenants or Remarks set forth on the following pages.

**PROJECT LOCATION:**
Vehicles to be stored on City property.

**TYPE OF WORK:** Purchase six (6) CNG vehicles.

<table>
<thead>
<tr>
<th>Estimated Cost</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>LENGTH: 0 (MILES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$220,000.00</td>
<td>L400 $194,766.00</td>
<td>LOCAL $25,234.00</td>
<td>OTHER $0.00</td>
</tr>
</tbody>
</table>

**CITY OF PORTERVILLE**

By ________________________________

Date ________________________________

Attest ________________________________

Title ________________________________

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** ________________________________ **Date** 5/18/09 **$194,766.00**

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Statutes</th>
<th>Item</th>
<th>Year</th>
<th>Program</th>
<th>BC</th>
<th>Category</th>
<th>Fund Source</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

2. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

   Department of Transportation
   Division of Accounting
   Local Programs Accounting Branch, MS #33
   P. O. Box 942874
   Sacramento, CA 94274-0001.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.
SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

5. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

6. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (6) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the
SPECIAL COVENANTS OR REMARKS

Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.
SUBJECT: SIERRA MANAGEMENT TRANSIT CENTER LEASE

SOURCE: Administration (Transit)

COMMENT: The commercial lease for the Transit Center expires June 30, 2009. This is an annual lease subject to renewal each July 1st. Since December 1, 2006, Sierra Management has also been occupying the additional lease space formerly used by Orange Belt Stages and assumed the additional rental fee for that designated space. The total rent being received is $785.00 per month.

The attached lease represents all of the Transit Center office space now occupied entirely by Sierra Management and utilized for the operation of the Fixed Route and Demand Response transportation services.

RECOMMENDATION: That the City Council:

1. Approve the Lease with Sierra Management; and

2. Authorize the Mayor and the City Clerk to execute the Lease which will go into effect as of July 1, 2009.

ATTACHMENT: 1. Commercial Lease with Sierra Management

DD Appropriated/Funded MB CM

Item No. 6
COMMERCIAL LEASE

The City of Porterville ("Lessor"), hereby offers to lease to Sierra Management ("Lessee") the Property situated in the County of Tulare, State of California, that certain space outlined on the plat map attached and marked as Exhibit "A" in the City of Porterville's Transit Building located at 61 West Oak, Porterville, California, 93257 (the "Property") upon the following TERMS and CONDITIONS:

1. TERM: The tenancy shall be for one year, commencing July 1, 2009 and ending June 30, 2010.

2. RENT: The rent shall be $785.00 per month, plus Lessee’s share of utility and maintenance costs as described in Paragraph 12 below, payable as follows: $785.00 on or before the fifteenth day of each month. All rents shall be paid to Lessor, at the following address: 291 North Main Street, Porterville, California 93257. In the event rent is not paid by the date due, Lessee agrees to pay a late charge of $30.00. Lessee further agrees to pay $18.00 for each dishonored bank check. The late charge period is not a grace period, and shall be considered "additional rent," and Lessor is entitled to make written demand for any rent, including "additional rent," if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to 1½% interest per month or the maximum rate allowed by law.

3. USE: The Premises are to be used for Lessee’s operational and management services for Fixed Route and Dial-A-Ride public transit services.

4. USES PROHIBITED: Lessee shall not use any portion of the Premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property.

5. ASSIGNMENT AND SUBLetting: Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor. Lessor is entitled to withhold such consent for any reason it deems appropriate. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

6. ORDINANCES AND STATUTES: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the Lessor, be deemed a breach hereof.

7. MAINTENANCE, REPAIRS, ALTERATIONS: Lessee acknowledges having inspected the Premises and hereby accepts the Premises in their present condition. Lessee shall, at its own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required as a result of inappropriate usage or behavior of Lessee, or any of its employees. Lessor shall be responsible for other repairs to the plate glass, electrical wiring, plumbing and heating installations, due to normal wear and tear or mechanical malfunctions, or acts of vandalism.

No improvement or alteration of the Premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alterations, Lessee shall give Lessor at least two (2) weeks written notice in order that Lessor may post appropriate notices to avoid any liability for liens.

Lessee shall not commit any waste upon the Premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
8. **ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor’s agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same and will permit Lessor at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs or "For Sale" signs and permit persons desiring to lease or purchase the same to inspect the Premises thereafter.

9. **INDEMNIFICATION OF LESSOR:** To the fullest extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the leased portions of the premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused, save and excepting only those caused by the gross or active negligence of Lessor, and only to the extent caused by the gross or active negligence of Lessor.

10. **POSSESSION:** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within ten (10) days** of the commencement of the term hereof.

11. **INSURANCE:** Lessee, at its expense, shall procure and maintain for the mutual benefit of Lessor and Lessee, throughout the term of this Lease, public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: $5,000,000.00 for personal injury or death for each person and $5,000,000.00 for personal injury or death of two or more persons in each accident or event. Lessor shall be named as an additional insured and the policy shall contain cross-liability endorsements. Lessor shall also procure and maintain, at its expense, throughout the term of this Lease, insurance against loss or damage to any structures constituting any part of the demised Premises, by fire and lightning, with extended coverage insurance. Furthermore, Lessor shall maintain, for the mutual benefit of Lessor and Lessee, general public liability and property damage insurance covering the common areas against claims for personal injuries, death, or property damage, in the amounts determined by Lessor at its sole discretion.

12. **UTILITIES AND SERVICES:** Lessee agrees that it shall pay for all utilities. Lessee shall be responsible for 100% of the costs of electricity, gas, refuse, and the electronic security system. Lessee shall be responsible for its own telephone and communications services, and domestic water service. Lessor shall be responsible for water service for landscaping.

13. **COMMON AREAS:** Lessor shall make available at all times during the term of this lease in any portion of the Building that Lessor from time to time designates or relocates, automobile parking and common areas (jointly referred to as "common areas," as that term is defined below) as Lessor shall from time to time deem appropriate. Lessee shall have the nonexclusive right during the term of this lease to use the common areas for itself, its employees, agents, customers, clients, invitees, and licensees. The term "common areas" means the portions of the Building that, at the time in question, have been designated and improved for common use by or for the benefit of more than one tenant of the Building, including the parking areas; access and perimeter roads; landscaped areas; exterior walks, stairways, elevators, escalators and/or ramps; interior corridors, elevators, stairs, and balconies; directory equipment; the main entry lobby; restrooms; and drinking fountains. Lessor reserves the right to redesignate a common area for a non-common use or to designate as a common area a portion of the Building not previously designated a common area. All common areas shall be subject to the exclusive control and management of Lessor or those designated by Lessor to exercise management and control. Lessor shall have the right to establish, modify, amend and enforce reasonable rules and regulations with respect to the common areas and the Building. Lessee shall fully and faithfully
comply with and observe the rules and regulations for the common areas and the Building of which the leased space is a part. Lessor shall not be liable in any way for failure of any other occupant of the Building of which the leased space is a part to comply with and observe these rules and regulations.

14. TRADE FIXTURES: Any and all improvements made to the Premises during the Lessee’s occupancy hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all its trade fixtures, but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal.

15. DESTRUCTION OF PREMISES: In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessor shall forthwith repair the same to the extent that proceeds of insurance are available to Lessor, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party.

In the event the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this Lease. In either case the election of Lessor shall be without regard to the availability of insurance proceeds available to Lessor.

16. HAZARDOUS MATERIALS: Lessee shall not use, store, or dispose of any hazardous substances upon the Premises, except use and storage of such substances if they are customarily used in Lessee's business, and such use and storage complies with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.

17. INSOLVENCY: In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors, or Lessee takes or suffers any action under any solvency or bankruptcy act, the same shall constitute breach of this Lease by Lessee.

18. BREACH OF LEASE/DDEFAULT: The following are deemed to be breaches of this Lease: 1) failure to pay rent for a period of two months; 2) failure of Lessee to maintain the property in a good and safe condition, and in the same condition existing at the time this agreement was executed; 3) failure of Lessee to comply with any provision in this lease; 4) the execution, attachment or other judicial seizure of substantially all of Lessee's assets located at the leased premises or of Lessee's interest in the lease, when the seizure is not discharged within 15 days; or 5) the breach of this lease and abandonment of the lease premises before the expiration of the term of this lease.

19. REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this Lease by Lessee, Lessor may, at its option, terminate the Lease by hand delivering written notice of termination specifying the alleged default, and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been
reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom. Upon receiving such notice of termination, Lessee shall vacate the premises. In lieu of, or in addition to, bringing an action for any or all of the recoveries described above, Lessor may bring an action to recover and regain possession of the leased premises in the manner provided by the California law of unlawful detainer then in effect.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all its rights and remedies under the Lease, including the right to recover the rent, including "additional rent", as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

The remedies set forth in this enumerated section are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

20. **WAIVER OF RIGHT TO JURY TRIAL:** In the event there shall be a dispute between Lessor and Lessee and either party shall file an action against the other party to enforce their rights under this Lease, to interpret the Lease terms, or arising out of their relationship as Lessee and Lessor, the parties agree that the matter shall be tried by the court without a jury and each party specifically waives the right to a jury trial in any such action.

21. **ATTORNEY'S FEES AND COSTS:** In any action or proceeding involving a dispute between Lessor, and Lessee, arising out of the execution of this lease, or to enforce the terms and conditions of this lease, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees, expert fees, appraisal fees, and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).

22. **WAIVER:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

23. **NOTICES:** Any notice which either party may or is required to give other than as otherwise provided in this Lease, shall be given by hand delivery or by mailing the same, postage prepaid, to Lessee or Lessor at the addresses shown below, or at such other places as may be designated by the parties, by notice in writing to the other party, from time to time.

24. **TIME:** Time is of the essence of this Lease.

25. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

26. **LESSOR'S LIABILITY:** The term "Lessor," as used in this paragraph, shall mean only the owner of the real property. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Lessor or Grantor at the time of such transfer shall be delivered to Grantee. Lessor's obligations hereunder shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.

27. **INDEPENDENT COUNSEL:** Lessee acknowledges it has been advised by all other parties and counsel to seek independent legal counsel to assist in reviewing this document before executing it and ask said legal counsel to explain its import and meaning. Any signature by Lessee
represents, inter alia, that it has had independent counsel assistance, or that it has personally reviewed and studied the Lease, understands each and every term, chooses not to avail itself to the assistance of independent legal counsel, and agrees fully with each and every term of this Lease. All parties acknowledge and understand that this agreement was a freely, openly negotiated document and that those attorneys that did assist in negotiation represented the interests only of their clients and not those of the parties who have chosen to waive the assistance of independent legal counsel.

DATED: __________________________

LESSOR:
CITY OF PORTERVILLE

By:
Mayor

______________________________
City Clerk

DATED: __________________________

LESSEE:
SIERRA MANAGEMENT

_____________________________________
Steven Tree, Owner
SUBJECT: ANNUAL ADJUSTMENT OF FEES BY APPLICATION OF THE ENR COST INDEX

SOURCE: PUBLIC WORKS DEPARTMENT

COMMENT: City Staff endeavors to honor its commitment to the Home Builders Association (HBA) by providing 60-days notice prior to the effective date of the annually adjusted fees. The Home Builders Association of Tulare/Kings Counties, Inc. has requested that they be notified of the annual adjustment of the attached fees, which are adjusted annually by application of the ENR Cost Index. Most of the fees in Exhibit “H” Connection Fees were in effect before January 1, 1989 (the effective date of the Mitigation Fee Act) and have only been increased by the Engineering News Record 20 City Construction Cost Index. The fees subject to the Act, that were adopted or increased after its effective date, were adopted or increased in accordance with those regulations. Again this year, City staff is giving notice for the fees covered by the Mitigation Fee Act. The applicable fees are: 1) Hillside Development Trunk Line Sewer Fees; 2) Hillside Development Water Trunk Fees; 3) Transportation Impact Fees; and 4) Parks Impact Fees.

In accordance with prior City Council authorization, staff calculates and adjusts all of the attached fees annually. The policy as of 2003 is to give the Council notice of all of the attached adjustments annually (whether they are subject to the Mitigation Fee Act or not) 60-days before the new fees become effective.

The fee adjustments are shown in the attached Exhibit “A” Park Impact Fees and Exhibit “H” Connection Fees and will go into effect on August 15, 2009.

RECOMMENDATION: Consistent with agreements and previous instructions, this report is provided for information purposes. It is recommended that the City Council use this information to inform citizens that may inquire about fee adjustments.

ATTACHMENT: Exhibit “A” Park Impact Fees
Exhibit “H” Connection Fees

P:\PUBWORKS\ENGINEERING\COUNCIL ITEMS\ANNUAL ADJUSTMENT OF FEES BY APPLICATION OF THE ENR COST INDEX - 2009-06-18.DOC

Dir BSR Appropriated/Funded MB CM
Item No. 7
EXHIBIT 'A'

PARK IMPACT FEES

<table>
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<tr>
<th>Description</th>
<th>Effective Date</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Single Family (R-1) (\Delta)</td>
<td>$614</td>
<td>$644</td>
</tr>
<tr>
<td>2. Multiple Family Per Unit (\Delta)</td>
<td>$476</td>
<td>$500</td>
</tr>
<tr>
<td>3. Mobile Homes (\Delta)</td>
<td>$344</td>
<td>$361</td>
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</table>

To be increased annually by the Engineering News Record Construction Cost Index.

\(\Delta\) Resolution #2-99 (Establishing ENR Annual Adjustment)
* Based on ENR Index = 8528 dated 4/06/09
\(\Diamond\) Fees Covered by the Mitigation Fee Act
**EXHIBIT 'H'
CONNECTION FEES**

### TRUNK LINE SEWER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Effective Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
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<tr>
<td>1. Hillside Development - per acre (Δ 142-02)</td>
<td>7/01/08</td>
<td>$934</td>
<td>$981</td>
</tr>
<tr>
<td>2. Single Family (R-1) - per acre (Δ 94-90)</td>
<td>8/15/09*</td>
<td>$1,711</td>
<td>$1,797</td>
</tr>
<tr>
<td>3. Duplex (R-2) - per acre (Δ 94-90)</td>
<td></td>
<td>$3,976</td>
<td>$4,175</td>
</tr>
<tr>
<td>4. Multiple Family (R-3 &amp; R-4) - per acre (Δ 94-90)</td>
<td></td>
<td>$9,275</td>
<td>$9,739</td>
</tr>
<tr>
<td>5. Institutional - per acre**(Δ 94-90)</td>
<td></td>
<td>$645</td>
<td>$677</td>
</tr>
<tr>
<td>6. Commercial &amp; Professional Office - per acre**(Δ 94-90)</td>
<td></td>
<td>$2,417</td>
<td>$2,538</td>
</tr>
<tr>
<td>7. Industrial - per acre**(Δ 94-90)</td>
<td></td>
<td>$10,319</td>
<td>$10,835</td>
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### TREATMENT PLANT FEES

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<thead>
<tr>
<th>Description</th>
<th>Effective Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Single Family and Multiple Family - per unit (Δ 67-03)</td>
<td>7/01/08</td>
<td>$2,806</td>
<td>$2,946</td>
</tr>
<tr>
<td>2. Commercial and Industrial - per sewer connection (Δ 67-03)</td>
<td></td>
<td>$10.03</td>
<td>$10.53</td>
</tr>
</tbody>
</table>

### SEWER CONNECTION CHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Effective Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Six Inch or Smaller - per foot</td>
<td>7/01/08</td>
<td>$9.24</td>
<td>$9.70</td>
</tr>
<tr>
<td>2. Eight Inch - per foot</td>
<td></td>
<td>$12.13</td>
<td>$12.74</td>
</tr>
</tbody>
</table>

### WATER TRUNK FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Effective Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hillside Development - per acre (Δ 142-02)</td>
<td>7/01/08</td>
<td>$1,343</td>
<td>$1,410</td>
</tr>
<tr>
<td>2. Single Family (R-1) - per acre (Δ 93-90)</td>
<td>8/15/09*</td>
<td>$2,801</td>
<td>$2,941</td>
</tr>
<tr>
<td>3. Duplex (R-2) - per acre (Δ 93-90)</td>
<td></td>
<td>$7,012</td>
<td>$7,363</td>
</tr>
<tr>
<td>4. Multiple Family (R-3 &amp; R-4) - per acre (Δ 93-90)</td>
<td></td>
<td>$16,371</td>
<td>$17,190</td>
</tr>
<tr>
<td>5. Institutional**(Δ 93-90)</td>
<td></td>
<td>$1,828</td>
<td>$1,919</td>
</tr>
<tr>
<td>6. Commercial and Professional Office - per acre**(Δ 93-90)</td>
<td></td>
<td>$2,105</td>
<td>$2,210</td>
</tr>
<tr>
<td>7. Industrial - per acre**(Δ 93-90)</td>
<td></td>
<td>$16,169</td>
<td>$16,977</td>
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</table>

### WATER CONNECTION FEE

<table>
<thead>
<tr>
<th>Description</th>
<th>Effective Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Connection Charges - per foot</td>
<td>7/01/08</td>
<td>$7.90</td>
<td>$8.30</td>
</tr>
</tbody>
</table>

### STREET LIGHT FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Effective Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Multiple Family - per foot</td>
<td>7/01/08</td>
<td>$2.40</td>
<td>$2.52</td>
</tr>
<tr>
<td>2. Commercial/Industrial - per foot</td>
<td></td>
<td>$3.03</td>
<td>$3.18</td>
</tr>
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</table>
### STORM DRAINAGE FEES

<table>
<thead>
<tr>
<th>Type of Property</th>
<th>Fee per acre ((\Delta\ 95-90))</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (R-1)</td>
<td>$4,614</td>
<td>7/01/08</td>
</tr>
<tr>
<td>Duplex (R-2)</td>
<td>$6,155</td>
<td>7/01/08</td>
</tr>
<tr>
<td>Multiple Family (R-3 &amp; R-4)</td>
<td>$9,233</td>
<td>7/01/08</td>
</tr>
<tr>
<td>Commercial, Industrial &amp; Institutional</td>
<td>$12,307</td>
<td>7/01/08</td>
</tr>
</tbody>
</table>

### FIRE HYDRANT FEES

<table>
<thead>
<tr>
<th>Type of Property</th>
<th>Fee per foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Family</td>
<td>$3.14</td>
</tr>
<tr>
<td>Commercial/Industrial</td>
<td>$4.65</td>
</tr>
</tbody>
</table>

### TRANSPORTATION IMPACT FEES

<table>
<thead>
<tr>
<th>Type of Property</th>
<th>Fee per unit ((\Delta\ 50-98))</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (R-1)</td>
<td>$987</td>
<td>7/01/08</td>
</tr>
<tr>
<td>Multiple Family (per unit)</td>
<td>$668</td>
<td>7/01/08</td>
</tr>
<tr>
<td>General Office/ Institutional (per 1,000 sq ft of gross floor)</td>
<td>$2,540</td>
<td>7/01/08</td>
</tr>
<tr>
<td>Commercial (per 1,000 square feet of gross floor area)</td>
<td>$4,832</td>
<td>7/01/08</td>
</tr>
<tr>
<td>Light Industrial (per 1,000 square feet of gross floor area)</td>
<td>$720</td>
<td>7/01/08</td>
</tr>
</tbody>
</table>

### FRONTAGE IMPROVEMENT VALUATION

1. Frontage Improvements are required when the Building Permit valuation is over $17,544
   - (Beginning 2/19/04 - over a two-year period)

- Resolution Establishing ENR Annual Adjustment
- Ordinance No. 1644 dated 2-19-04 (includes Annual Adjustment by ENR)
- Fees Covered by the Mitigation Fee Act
- *Based on ENR Index = 8528 dated 4/06/09

**Institutional, Commercial and Industrial water and sewer trunk line fees will be collected based upon the amount stated above, but shall be adjusted after monitoring of actual usage to the following fees:

Water - $170.51 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).

Sewer - $144.93 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).

BSR:MKR:vs
SUBJECT: ACCEPTANCE OF CALIFORNIA INFRASTRUCTURE & ECONOMIC DEVELOPMENT BANK (CIEDB) WATER LOAN

SOURCE: Public Works Department - Engineering Division

COMMENT: The CIEDB has prepared “Enterprise Fund Installment Sale Agreement” documents for a 30-Year, $6,757,500, 3.84% loan to the City of Porterville. The loan documents are very similar to the sale agreement loan documents executed between the City and CIEDB in 2003 for sewer related capital projects. This specific loan will pay for the design and construction of five (5) water related projects. CIEDB is asking that the City Council formally accept the loan by executing the attached resolution and authorize the appropriate personnel to sign the various exhibits included in the loan documents. Specifically, the projects covered by the CIEDB Water Loan are:

1. Martin Hill Three Million Gallon Steel Reservoir with piping and pump station.

2. Veteran's Park Booster Pump Station

3. Morton Avenue Water Trunkline Project

4. Mathew Street Water Trunkline Project

5. Well 31, Phase 2 Project

As discussed at the April 21, 2009 Council meeting, water revenues do not have to be raised to pay the $415,000 annual payment that begins in year three. The first two years are interest only payments and can be covered by the fund. However, it bears repeating, the City's current policy is to use some of the revenue from the Water Replacement Fund to construct water capital projects. The City can not afford to pay the annual payment and continue drawing from the Water Replacement Fund without raising water meter fees.

If the City continues using Water Replacement Funds to construct water projects, staff's preliminary calculations indicate that water meter fees will have to be raised about $1.50 per meter per month for most Single family accounts. Staff will more than likely propose that larger meter rates be adjusted in proportion to their demand on the system. Further analysis will be presented during the budget process over the next two years validating a meter rate increase.

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

1. Accept the CIEDB 30-Year loan in the amount of $6,757,500 at an interest rate of 3.84%;

2. Authorize the Mayor to execute the CIEDB furnished Resolution of Loan Acceptance;

3. Appoint and approve the position of City Manager as the City representative authorized to sign all loan documents except where a specific title or position such as Legal Counsel, Finance Director or Public Works Director is required;

4. Authorize the appropriate staff or Counsel to sign the necessary loan documents to effect the loan; and

5. Direct the Public Works Director to provide a detailed economic analysis that supports or refutes the need for meter fee increase prior to the adoption of each subsequent budget.

ATTACHMENT: Resolution of Loan Acceptance

P:\pubworks\Engineering\Council Items\Acceptance of CIEDB Water Loan - 2009-06-16.doc
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE EXECUTION
AND DELIVERY OF THE INSTALLMENT SALE AGREEMENT BY AND BETWEEN
THE CITY OF PORTERVILLE AND THE CALIFORNIA INFRASTRUCTURE AND
ECONOMIC DEVELOPMENT BANK AND APPROVING CERTAIN OTHER MATTERS
IN CONNECTION THEREWITH

WHEREAS, the City of Porterville ("City") has been approved by the California
Infrastructure and Economic Development Bank to receive ISRF Program Financing for
the Eastside Water Improvement Projects ("Project") in an amount not to exceed
$6,757,500; and

WHEREAS, the City expects to pay certain expenditures (the "Reimbursement
Expenditures") in connection with the Project prior to incurring indebtedness for the
purpose of financing costs associated with the Project on a long-term basis; and

WHEREAS, the City reasonably expects that the financing arrangement
("Obligation") in an amount not expected to exceed $6,757,500 will be entered into and
that certain of the proceeds of such Obligation will be used to reimburse the
Reimbursement Expenditures; and

WHEREAS, the City desires to approve the terms of the financing;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
AS FOLLOWS:

Section 1. The Mayor is authorized and directed to execute and deliver the
financing agreement known as the Enterprise Fund Installment Sale Agreement (the
"Agreement") proposed to be entered into by the City of Porterville and the California
Infrastructure and Economic Development Bank, for and on behalf of the City of
Porterville. As executed and delivered, such documents shall be in substantially the
form presented at this meeting, with such minor additions thereto or minor changes
therein as the officers executing such document shall require or approve, such approval
to be conclusively evidenced by the execution and delivery thereof.

Section 2. The City Manager is hereby authorized and directed, in the name
and on behalf of the City of Porterville, to take any and all steps and to execute and
deliver any and all certificates, contracts and other documents which they might deem
necessary or appropriate in order to consummate the delivery of the Agreement and
otherwise to effectuate the purposes of this resolution; including the execution of a tax
certificate, and such actions previously taken by the employees of the City of Porterville
are hereby ratified and confirmed.

Section 3. The City Council acknowledges that subsequent to the execution
and delivery of the Agreement, the I-Bank may determine to issue bonds to fund all or a
portion of the City's Project, as defined in the Agreement. In such event, the City Council hereby authorizes the City Manager to execute any necessary documentation, as required by the I-Bank, including a new agreement, so long as such documentation is consistent with this Resolution and substantially identical to the terms and conditions of the Agreement.

Section 4. The City Council hereby declares its official intent to use proceeds of the Obligation to reimburse itself for Reimbursement Expenditures. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the Applicant to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 5. All of the Reimbursement Expenditures were made no earlier than 60 days prior to the date of this Declaration. The Applicant will allocate proceeds of the Obligation to pay Reimbursement Expenditures within eighteen (18) months of the later of the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

Section 6. This resolution shall take effect from and after its passage, approved and adoption.

PASSED, APPROVED and ADOPTED this 16th day of June, 2009 by the following vote:
Ayes:
Noes:
Absent:
Abstain:

______________________________
Cameron Hamilton, Mayor

ATTEST:
John Lollis, City Clerk

______________________________
By: Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: ENGINEER’S REPORT AND SETTING OF A PUBLIC HEARING FOR ANNEXATION NO. 1 TO LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT 32 AND TAX ASSESSMENTS FOR PARCELS WITHIN: SUNRISE VILLA PHASE TWO AND PHASE THREE SUBDIVISIONS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: New subdivisions within the City are required to petition for the creation of a Maintenance Assessment District, or annexation into an existing district. The districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of public lighting and any public landscape areas. For each subdivision the City utilizes the authority governed by the 1972 Lighting and Landscape Assessment Act to create a district or annex the area into an existing district. Thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each district.

The Council has previously authorized the use of Willdan Engineers for assistance with various engineering services needed by the Parks and Leisure Services Department. Willdan has assisted city staff in the effort to organize these new districts. The attached Resolution is necessary to initiate the process of annexing new residential development into an existing district created for an earlier phase of the same development. The first Resolution is to order the annexation No. 1 to Maintenance District 32, appoint Willdan’s San Joaquin Area Manager, Douglas Wilson, as the Engineer of Work, and orders the preparation of the Engineer’s Report. The Engineer’s Report accompanies this staff report. The second Resolution is provided to give preliminary approval to the Report as the basis for consolidation of proposed assessments. The last Resolution declares the intent to annex, levy and collect tax assessments, and sets July 7, 2009 for a Public Hearing.

RECOMMENDATION: That the City Council adopts:

1. A Resolution Ordering the Proceedings for Annexation No. 1 to Landscape and Lighting Maintenance District No. 32, and ordering the preparation of the Engineer’s Report; and

2. A Resolution Giving Preliminary Approval to the Engineer’s Report; and


Director Appropriated/Funded City Manager ITEM NO.: 9
ATTACHMENT: Resolution Ordering the Proceedings for Annexation No. 1 to Landscape and Lighting Maintenance District No. 32 and Preparation of Engineer’s Report

Resolution Giving Preliminary Approval to the Engineer’s Report


Locator Map

Engineer’s Report for Annexation No. 1 to Landscape and Lighting Maintenance District number 32.
RESOLUTION NO. -2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING PROCEEDINGS FOR ANNEXATION NO. 1 TO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NUMBER 32, ORDERING PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED DISTRICT BOUNDARY FOR EACH OF THE DISTRICTS, ASSIGNING AN ENGINEER OF WORK, AND ORDERING THE PREPARATION OF ENGINEER’S REPORT

WHEREAS, it has been determined by the City Council of the City of Porterville that the public interest, convenience and necessity required the installation and planting of landscape materials, the installation and construction of irrigation systems, the installation of lighting and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California; and

WHEREAS, the cost for operation and maintenance of the landscaping and lighting improvements is to be determined and considered for assessment to the benefiting properties; and

WHEREAS, Section 22622 requires that an Engineer’s Report be prepared to establish new Landscape and Lighting Maintenance Districts, and outlining the initial assessments to be levied against the properties within each assessment district.

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

1. That the public interest, convenience and necessity required the annexation to Landscape and Lighting Maintenance District number 32 as authorized by Section 22605 of the Streets and Highways Code, State of California.

2. That proceedings are to be conducted for the annexation to said Landscape and Lighting Maintenance District.

3. That the properties to be specifically charged for maintenance of landscaping and lighting improvements shall be located within the boundary of the proposed districts, and maps to illustrate said boundaries are hereby ordered to be prepared.

4. That Douglas Wilson be appointed as “Engineer of Work” with all applicable provisions of Article 4, Division 15 of the Landscape and Lighting Act of 1972 applied to said “Engineer of Work”.

5. That the cost of maintaining the landscape and lighting facilities in the annexed Landscape and Lighting Maintenance District shall be borne by the property owners within the district, and said cost shall be assessed according to said 1972 Act.
6. That the Engineer of Work is hereby ordered to prepare a report for the annexation in accordance with Article 4, Division 15 of said 1972 Act.

APPROVED AND ADOPTED THIS 16th DAY OF JUNE 2009

__________________________
Cameron Hamilton, Mayor

ATTEST:
John Lollis, City Clerk

By: _______________________
Patrice Hildreth, Chief Deputy City Clerk
RESOLUTION NO. -2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, GIVING PRELIMINARY APPROVAL OF ENGINEER’S REPORT FOR ANNEXATION TO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT 32 ENCOMPASSING SUNRISE VILLA, PHASE TWO AND THREE SUBDIVISIONS

WHEREAS, on the 16th of June, 2009 said City Council did direct by Resolution that the Engineer of Work was to make and file with the City Clerk of said City a report in writing for each subdivision as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City each report in writing as called for in said Resolution and under and pursuant to said Act, which reports have been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said reports and each and every part thereof, and finds that each and every part of said reports is sufficient, and that said reports nor any part thereof, requires or should be modified; and

WHEREAS, reference is hereby made to said Engineer’s Report for further, full and more particular description of proposed Assessment Districts, and the same Engineer’s Report so on file, shall govern for all details as to the extent of said Assessment Districts.

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

1. That the Engineer’s Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby preliminarily approved and confirmed.

2. That the diagram showing the Assessment District referred to and described in said reports, the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, are hereby preliminarily approved and confirmed.

3. That the proposed assessments upon the subdivisions of land in each said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report, is hereby preliminarily approved and confirmed.
4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to each of the proposed districts.

APPROVED AND ADOPTED THIS 16TH DAY OF JUNE, 2009.

______________________________
Cameron Hamilton, Mayor

ATTEST:
John Lollis. City Clerk

By: ____________________________
Patrice Hildreth, Chief Deputy City Clerk
RESOLUTION NO. 2009

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

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

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

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

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

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

1. Right-of-way, easements, and public lands within Beverly Glenn Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Annexation No. 1 to Maintenance District No. 32.”
SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICT
That the contemplated work is of more local than ordinary public benefit, and the expense of said work is chargeable upon districts, which districts are to be assessed to pay the cost and expenses thereof, and said districts are described as follows:

All that certain territory of the City of Porterville, included within the exterior boundary line shown upon respective Maps of Landscape and Lighting Maintenance District number 32, which Maps are on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER
The City Council of said City by Resolution has approved the reports of the Engineer of Work, which reports indicate the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The Engineer’s Report for Landscape and Lighting Annexation No. 1 to Maintenance District No. 32, is on file in the Office of the City Clerk of said City, and was prepared for the 2009-2010 fiscal year in accordance with the Landscaping and Lighting Act of 1972. Reference to said reports is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS
The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct a hearing upon said report at a regular meeting held between March and June, at which time assessments for the next fiscal year will be determined.

SECTION 6. TIME AND PLACE OF HEARING
Notice is hereby given that on the 7th day of July, 2009 at the hour of 7:00 p.m. in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment districts may appear and show cause why said work should not be done or carried out in accordance with Resolution of Intention. The City Council will consider all oral and written protests.

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

SECTION 8. PUBLICATION OF RESOLUTION OF INTENTION
Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.
SECTION 9. CERTIFICATION
The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 16th DAY OF JUNE 2009.

ATTEST:
John Lollis, City Clerk

By:
Patrice Hildreth, Chief Deputy City Clerk

______________________________
Cameron Hamilton, Mayor
CITY OF PORTERVILLE
ENGINEER’S REPORT FOR LANDSCAPING AND LIGHTING
ANNEXATION NO. 1 TO
MAINTENANCE DISTRICT NO.32

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville
Resolution No. ___________. The report is in compliance with the requirement of Article 4,
Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and

SECTION 2. General Description

The City Council has elected to include lighting at Sunrise Villa, Phase 2 and 3
Subdivision into the Landscape and Lighting Maintenance District No. 32. The City Council has
determined that the areas to be lighted will have an affect upon all parcels within the proposed
boundaries of the District. The existing District includes lighting on Cottage Street as a part of
the Sunrise Villa Phase 1 subdivision. The Annexation includes lighting on Shadowood Court,
Willa Street, Howland Court and Bel Aire Lane. Annexation reduces assessment on each lot by
increasing the number of lots that pay for the administrative charges.

SECTION 3. Plans and Specifications

The plans and specifications for the additional lighting were prepared by the developer
and are in conformance with the requirements of the City of Porterville. All lights to be
maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be
granted to the City of Porterville. The total street lights to be maintained in the existing District
32 are 2. A total of 11 lights will be added through this annexation resulting in a total of 13
lights.
SECTION 4. **Improvements**

Landscape and lighting improvements in the existing District 32 were made by the developer of Sunrise Villa, Phase 1 Subdivision. Landscape and lighting improvements to be annexed were made by the developer of Sunrise Villa, Phases 2 and 3 Subdivision.

SECTION 5. **Estimated Costs**

The maximum assessment is based upon the maximum assessment for District 32 before the annexation. Maximum Assessment for 2008-09 is $220.54 for 8 lots or $27.56 per lot. New maximum assessment is $27.56 per lot for 54 lots or $1,488.24. The construction cost for the annexation will be borne by the developer and will not be assessed. The subdivision map for the annexation has been filed for record and it is intended that the improvements will be constructed during or before the 2009 – 2010 fiscal year and certain additional lighting costs will be incurred during fiscal year 2009 – 2010. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort.

District 32 assessments during the 2009-2010 Fiscal Year are as follows.

**Estimated Assessment 2009-2010**

**Electricity /Lighting***

13 fixtures, 5,800 lumens @ $30.21 per year $ 392.73

**Project Management Costs**

54 Lots @ $400 + 3 per lot . $ 562.00

Sub Total 2009-2010 $ 954.73

**Incidental Expenses**

15% Reserve Fund $ 143.21

Total 2009-2010 Assessment $1,097.94
*Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2009-2010 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year’s cost or the prior year’s estimated cost adjusted according to the annualized Consumer price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2010-2011 will refer back to the prior year’s CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled “Landscape and Lighting Maintenance District No. 32 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 32. The establishment and maintenance of the improvements is a vital part of the development of Sunrise Villa, Phase 2 and 3 Subdivision.

The City Council of Porterville has determined that to ensure satisfactory levels of street lighting
at Sunrise Villa, Phase 2 and 3 Subdivision, it should be annexed into Landscape and Lighting Maintenance District No. 32. The lighting consists of 13 street lights.

The existing Landscape and Lighting Maintenance District No. 32 consists of an area comprising approximately 1.46 acres and 8 lots. The annexation consists of approximately 11.39 acres and 46 lots to be developed in Sunrise Villa, Phase 2 and 3. A total of 12.85 acres and 54 lots will be included in Landscape and Lighting District No. 32. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

**Estimated 2009-2010 Assessment**

\[
A = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} = \frac{\$1,097.94}{54} = \$20.32 \text{ per lot for Sunrise Villa, Phase 1, 2, and 3 Subdivision.}
\]

Total Assessment for 2009-2010 = $1,097.28

Total developed lot count is 54 lots.
SECTION 8. **Order of Events**


2. City Council Adopts Resolution of Preliminary Approval of Engineer’s Report.

3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 32 and determines the district.

4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 32.

5. Every year between April and June the Engineer of Work file a report with the City Council.

6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.

[Signature]

Douglas Wilson  
Engineer of the Work  
6-4-09
SUBJECT: AMERICAN RECOVERY AND REINVESTMENT ACT ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT MONIES AND CAPITAL PROJECT PROPOSAL FOR INFRASTRUCTURE AND OPERATIONAL ENHANCEMENTS OF CITY FACILITIES

SOURCE: Administration

COMMENT: As a component of the American Recovery and Reinvestment Act (ARRA) of 2009, $3.2 billion was allocated to Energy Efficiency and Conservation Block (EECB) Grant monies for the purposes of funding projects to reduce energy use and fossil fuel emissions, and for improvements in energy efficiency. By formula set by Federal law, the City of Porterville has been appropriated $496,000 in EECB grant monies to implement such eligible projects. Staff has been approached with several options to utilize these funds, including: Roundabout construction funds for the planned College Avenue roundabout; Transitioning to paperless technology solutions; Investment in community energy efficiency projects; and City facility energy efficiency retrofits.

To take advantage of the available EECB grant monies, the City must submit an application and project description to the U.S. Department of Energy by no later than Thursday, June 25, 2009. It is the recommendation of staff that the City submit an application for funding, proposing to perform City facility energy efficiency retrofits. To the extent and magnitude that the City executes the project will be directed by Council by future action, the minimum recommendation being to perform the project within the EECB grant funds available. Whether to execute the complete project as previously proposed by Johnson Controls with Johnson Controls providing project management, or the City self-performing project components, a cost/benefit analysis will be provided to detail the factors in determining to what extent the project is performed.

RECOMMENDATION: That the City Council authorize staff to submit an application and project description to the U.S. Department of Energy, proposing to use available funds to perform City facility energy efficiency retrofits.

ATTACHMENTS: None

Dir. Appropriated/Funded C/M Item No. 10
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
WAL-MART DISTRIBUTION CENTER/VALLEY CHILDREN'S HOSPITAL
VALLEY CHILDREN'S CAR SHOW – AUGUST 8, 2009

SOURCE: Finance Department

COMMENT: Wal-Mart Distribution Center and Valley Children's Hospital is requesting approval to hold a car show on Saturday, August 8, 2009, from 8:00 a.m. to 5:00 p.m., at Veterans' Memorial Park. Wal-Mart Distribution Center is asking for restricted use of the parking lot for event activities, and the ability to park cars and set up vendor booths on the grassy area between the playground at Newcomb Street and Henderson Avenue and east side parking lot.

This request is made under Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all the departments involved. The requirements are listed on the attached copy of the application, agreement and Exhibit “A.”

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Wal Mart Distribution Center, subject to the stated requirements contained in the Application, Agreement and Exhibit “A.”

ATTACHMENT: Community Civic Event Application and Agreement, Exhibit “A,” vendor list, parking lot closure request, map, outside amplifier permit; and certificate of liability insurance.
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: 6/4/09          Event date: 8/8/09          Event time: 0800 to 1800

Name of Event: Valley Childrens Car Show Melt Down

Sponsoring organization: Wal-Mart D.C.  PHONE #559-783-1109
Address: 1300 South F Street
Authorized representative: Sultan AlFarah  PHONE #559-783-6001
Address: "
Event chairperson: Reuban Aquilera  PHONE #559-783-1109

Location of event (location map must be attached): Veterans Memorial Park

Type of event: Car Show Fundraiser

Nonprofit status determination: Application received / Bus. Lic. issued

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

Barricades (quantity): ____ Street sweeping Yes ____ No ____
Policing protection Yes ____ No ____ Refuse pickup Yes ____ No ____
Other: ____________________________

Parks facility application required: Yes ____ No ____ Attached ON-FILE
Assembly permit required: Yes ____ No ____ Attached____

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

Approve Deny
____ ____ Bus Lic Spvr
____ ____ Pub Works Dir
____ ____ Comm Dev Dir
____ ____ Field Svcs Mgr
____ ____ Fire Chief
____ ____ Parks Dir
____ ____ Police Chief
____ ____ Deputy City Mgr

1 of 4
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public
property. Most of the time, Community Civic Events require street or sidewalk closures.

Authorization: This permit must be submitted NO LESS THAN 30 days PRIOR to the date of the event in order
to obtain City Council approval.

City Code requirements:
At least 48" must remain clear on sidewalks for pedestrian traffic.
Do not block any entrance to or exit from buildings.
Area must be accessible to emergency and safety personnel and vehicles.
Electrical cords must be approved and installation checked by the Fire Department.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the
term of this permit a policy of liability and property damage insurance against liability for personal injury,
including accidental death, as well as liability for property damage which may arise in any way during the
term of this permit. The City of Porterville shall be named as additional insured. When the location of the
event is in Downtown Porterville, The Redevelopment Agency must also be named as additional insured.
The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of
Liability Insurance form sample is enclosed for your convenience. This original certificate shall be
submitted prior to the City of Porterville Council’s approval.

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages
are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not
less than one million dollars ($1,000,000) per occurrence. The City of Porterville shall be named as
additional insured against all claims arising out of or in connection with the issuance of this permit or the
operation of the permittee, his/her agents or representatives pursuant the permit. Claims-made policies
are not acceptable.

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a health permit(s).
from the County of Tulare Department of Health if any food is to be served in connection with this
Community Civic Event. To contact the Tulare County Environmental Health Department call 559-733-6441,
or fax information to, 559-733-6932.

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide
basic emergency care, such as ice/hot packs, bandages, and compresses.

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community
Civic Event Ordinance 1326, as amended, and the terms and conditions set forth by City Council and stated
in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and
hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any
kind or character arising out of, relating to, or in any way connected with his/her performance of this permit.
Said agreement to hold harmless shall include and extend to any injury to any person or persons, or
property of any kind whatsoever and to whomever belonging, including, but not limited to, said
organization/applicant, and shall not be liable to the City for any injury to persons or property which may
result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

WAL-Mart D. C.  
(Name of Organization)  

(Signature)  

(Date)  

2 of 4
CITY OF PORTERVILLE

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

Name of event: Valley Children Car Show Melt Down

Sponsoring organization: Wal-mart Distribution Center

Location: Veterans Park Event date: 03-08-09 Event time: 0800 - 1800

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION. Vendors with no valid City of Porterville business license are required to pay $1 per day to the City, with the exceptions of non-profit organizations. This form should be completed at the time of application, but must be submitted NO LESS THAN ONE week prior to the event.

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 weeks before Show</td>
</tr>
</tbody>
</table>


CITY OF PORTERVILLE

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

Name of event: Valley Children's Car Show Melt Down

Sponsoring organization: WAL - MART D. C.

Event date: 8-8-09 Hours: 0800 - 1600

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henderson (South Lane)</td>
<td>Prospect</td>
<td>Pkg Lot Entrance</td>
<td>Cars, Snow, Entries/Vendors, ETC.</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalks</td>
<td>From</td>
<td>To</td>
<td>Activity</td>
</tr>
<tr>
<td>Parking lots and spaces</td>
<td>Location</td>
<td>Activity</td>
<td></td>
</tr>
<tr>
<td>Parking Lot</td>
<td>East Side of Veterans Park</td>
<td>Registration</td>
<td></td>
</tr>
</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
WAL-MART DISTRIBUTION CENTER
VALLEY CHILDREN'S CAR SHOW
AUGUST 8, 2009

Business License Supervisor:  
S. Hartman

Approval subject to vendor list prior to event.

Public Works Director:  
B. Rodriguez

Event organizers/participants shall provide general cleanup after event.

Community Development Director:  
B. Dunlap

Field Services Manager:  
B. Styles

Make arrangements with Streets Department for checking out/in and picking up traffic control devices. Make arrangements with Refuse or Parks Department for extra refuse pick up.

Chief of Fire Operations:  
Mario G. Garcia

Parks and Leisure Services Director:  
J. Perrine

Applicant is to mark the sprinkler locations and avoid having cars drive over them. Applicant is to be responsible for the cost of repairs for any sprinklers that are damaged. Applicant is to assist with policing the area after the event for litter collection.

Police Captain:  
S. Rodriguez

See attached Exhibit B

Administrative Services Manager:  
P. Hildreth

See attached Exhibit A, page 2.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Wal-Mart Distribution Center/Valley Children's Hospital
Event: Valley Children's Car Show
Event Chairman: Reuben Aguilera
Location: Veterans' Memorial Park
Date of Event: August 8, 2009

RISK MANAGEMENT: Conditions of Approval

That the Wal-Mart Distribution Center provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as "Additional Insured" against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event

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

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

OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-14 & 18-9)

This permit must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

Name and home address of the applicant:

Contact: Reuben Aquilera

Wal-Mart D.C.

Phone: (559) 783-1109

Address/location where amplification equipment is to be used:

Veterans Park 132

Phone:

Names and phone numbers of persons using or operating the amplification equipment:

Music Makers DJ Service (John Ortiz) 559.553.3137

Equipment/Type: DJ equipment

Type of Event: Car Show Fundraiser for Valley Children's Hospital

Date/Hours of operation: 8-8-09 0800 - 16:00

I hereby certify that all statements and answers on this application form are true and correct.

[Signature]

Applicant

4-21-09

Date

[Signature]

Police Captain/Designee

MAY 4, 2009

Date

(See reverse for relevant city ordinances and penal code sections)
Section 18-14  City Ordinance – Outside Amplifiers: permit required.

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or connected any loud-speaker or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, without having first procured a permit from the Chief of Police.

Section 18-9  City Ordinance – Radios, record players, etc.

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, juke box, record player, loudspeaker musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonable disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, juke box, machine or device in such manner as to be plainly audible at a distance of one hundred (100) feet from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section.

California Penal Code Section 415

Any person, who maliciously and willfully disturbs another person by loud and unreasonable noise, is guilty of a misdemeanor.

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT. WILLFULLY DISTURRING THE PEACE OF ANOTHER PERSON WITH LOUD NOISE IS A CRIME AND CAN RESULT IN ARREST AND PROSECUTION.
CERTIFICATE OF INSURANCE

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

J46574-CAS-08-09  6021  080809

INSURED
WAL*MART STORES, INC.
Its Subsidiaries and Its Affiliates
782 Southwest 8th Street
Bentonville, AR 72716

COVERAGE

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS CERTIFICATE IS ISSUED AS A MATER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A  Insurance Company Of The State Of PA
B  National Union Fire Ins Co Pittsburgh PA
C  N/A
D

CO LTR TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY) LIMITS
A  GENERAL LIABILITY
X  COMMERCIAL GENERAL LIABILITY GL 1871866  09/15/08  09/15/09
X  CLAIMS MADE X OCCUR

B  OWNER'S & CONTRACTOR'S PROT GL 1871867/88/69/70  09/15/08  09/15/09

AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS

SCHEDULED AUTOS

HIRED AUTOS

NON-OWNED AUTOS

COMBINED SINGLE LIMIT

BODY INJURY (Per person)

PROPERTY DAMAGE

GARAGE LIABILITY

ANY AUTO

EXCESS LIABILITY

UMBRELLA FORM

OTHER THAN UMBRELLA FORM

PROPERTY DAMAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE:
INCL

EXCL

MED EXP (Any one person) $ 2,000,000

Disease-Employee $ 2,000,000

Disease-Policy Limit $ 2,000,000

Disease-Each Employee $ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: STORE#CLUB #8021 - 1206 SOUTH F STREET PORTERVILLE, CA 93257
CAR SHOW/FUND-RAISER FOR CMN AUGUST 8, 2009 AT VETERANS PARK, CORNER OF HENDERSON AND NEWCOMB. CITY OF PORTERVILLE IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF PORTERVILLE
ATTN: DONNIE MOORE
291 N. MAIN
PORTERVILLE, CA, 93257

CANCELATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO NOTIFY 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE INSURER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
BY: James Salada

MM15R02  VALID AS OF:05/04/09
Anita Gustuson

From: Silver Rodriguez
Sent: Tuesday, June 02, 2009 1:56 PM
To: Anita Gustuson
Subject: RE: Valley Children's Car Show

Hello Anita:

Police Department Conditions/Requirements for Valley Children's Car Show:

- There shall be no consumption of alcoholic beverages at the event
- Event organizers should strive to keep this a family oriented event: No Dirty Dancing contests, No wet T-shirts, and music should be non-offensive and not filled with profanity and derogatory lyrics.
- If a "Hopping Contest" is planned, a safe zone should be established for spectators, to prevent injury.

Thanks,
Silver Rodriguez

---

From: Anita Gustuson
Sent: Tuesday, June 02, 2009 1:15 PM
To: Silver Rodriguez
Subject: Valley Children's Car Show

Hi Silver,

You have signed off on the Outside Amplifier Permit, routed with the Park Department's reservation form, however, do have any comments for the Council agenda?

Anita Gustuson
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
WORLD OF VICTORY CHURCH – COMMUNITY OUTREACH
JULY 18, 2009

SOURCE: Finance Department

COMMENT: The World of Victory Church is requesting approval to hold their annual community outreach. The event, with carnival games, raffles and live music will be held next to their church on "E" street, Saturday, July 18, 2009, from 2:00 p.m. to 8:00 p.m. Requested closure of "E" Street is the westerly lane only, from Orange Street to the end of their church building. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

The application has been routed according to the ordinance regulations and reviewed by all the departments involved. All requirements are listed on the attached copy of the Application, Agreement and Exhibit “A.”

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the World of Victory Church, subject to the Restrictions and Requirements contained in the Application, Agreement, and Exhibit “A” of the Community Civic Event Application.

CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: 5/21/09  Event date: 7-18-09
Event time: 2PM-8PM

Name of Event: Word of Victory Church Community Outreach

Sponsoring organization: Word of Victory Church  PHONE #: 782-1573
Address: 163 W. Orange St.
Authorized representative: Jose A. Segura  PHONE #: 782-1573
Address: 1180 W. Brown Ave
Event chairperson: Jose A. Segura  PHONE #: 782-1573

Location of event (location map must be attached):

Type of event: Community Outreach

Nonprofit status determination: ON FILE

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

Barricades (quantity): 10-15  Street sweeping  Yes  No
Police protection  Yes  No
Refuse pickup  Yes  No
Other:

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

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

Approve  Deny
Bus Lic Spvr
Pub Works Dir
Comm Dev Dir
Field Svcs Mgr
Fire Chief
Parks Dir
Police Chief
Deputy City Mgr

phone message 5/29/09

1 of 4
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures.

Authorization: This permit must be submitted NO LESS THAN 30 days PRIOR to the date of the event in order to obtain City Council approval.

City Code requirements:
- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville shall be named as additional insured. When the location of the event is in Downtown Porterville, The Redevelopment Agency must also be named as additional insured. The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. This original certificate shall be submitted prior to the City of Porterville Council's approval.

Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars ($1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permittee, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a health permit(s) from the County of Tulare Department of Health if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department call 559-733-6441, or fax information to, 559-733-6932.

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 1326, as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

(Name of Organization)   (Signature)   6-1-09

(Date)
CITY OF PORTERVILLE

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

Name of event: **Word of Victory Church Community Outreach**

Sponsoring organization: **Word of Victory Church**

Location: **163 W. Orange St.**  
Event date: **7-16-09**  
Event time: **2PM-8PM**

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay $1 per day to the City, with the exceptions of non-profit organizations. This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE** week prior to the event.

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>None</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF PORTERVILLE

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

Name of event: **Word of Victory Church Community Outreach**

Sponsoring organization: **Word of Victory Church**

Event date: **7-18-09**  

Hours: **2 PM - 8 PM**

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;EST&quot;</td>
<td>church building</td>
<td>EvQ ot Church Building</td>
<td><strong>CARNIVAL</strong> Type: Games</td>
</tr>
<tr>
<td>West Lane</td>
<td>orange st.</td>
<td>orange st.</td>
<td><strong>Small Prizes</strong> Toss/Price Toss/Bo</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>From</td>
<td>To</td>
<td>Activity</td>
</tr>
<tr>
<td>Parking lots and spaces</td>
<td>Location</td>
<td>Activity</td>
<td></td>
</tr>
</tbody>
</table>

**EXCEPT FOR CHURCH MEMBERS Band & Patrons of Community**
Business License Supervisor: 
  S. Hartman

Public Works Director: 
  B. Rodriguez

Community Development Director: 
  B. Dunlap

Field Services Manager: 
  B. Styles

Fire Chief: 
  M.G. Garcia

Barricades can be obtained and returned to 555 N. Prospect.

Total closure of “E” Street is not permitted. Need to maintain one side of the road open for emergency access in case of an emergency.

Parks and Leisure Services Director: 
  J. Perrine

No comments.

Police Captain: 
  S. Rodriguez

Some concern regarding partial lane closing on “E” Street, due to delays in emergency response. If approved, effective use of cones and/or barricades must be used to warn and keep motorists out. No alcohol consumption and clean any debris or hazards that could negatively affect the flow of traffic.

Administrative Services Manager: 
  P. Hildreth

See attached Exhibit “A.” City of Porterville Redevelopment Agency must also be named additional insured.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: World of Victory Church
Event: Community Outreach
Event Chairman: Angel Segura
Location: World of Victory Church parking lot/front of church
Date of Event: July 18, 2009
Time of Event: 2:00 pm to 8:00 pm

RISK MANAGEMENT: Conditions of Approval

That the World of Victory Church provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $500,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, City of Porterville Redevelopment Agency and its Officers, Employees, Agents and Volunteers as “Additional Insured” against all claims arising from, or in connection with, the Permittee’s operation and sponsorship of the aforementioned Community Civic Event.

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

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

OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-14 & 18-9)

This application must be submitted 10 days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1. Name and home address of the applicant:
   Jose A. Segura
   1184 W. Brown Ave
   Phone # (559) 782-1573

2. Address where amplification equipment is to be used:
   163 W. Orange St
   Phone # 782-1573

3. Names and addresses of all persons who will use or operate the amplification equipment:
   Jose Gonzales, Baltazar Gonzales, Chris Gonzales
   Danny Gonzales, Fresno, Ca

4. Type of event for which amplification equipment will be used:
   Church Community Outreach

5. Dates and hours of operation of amplification equipment:
   7-18-09 3PM - 8PM

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

[Signature]
Applicant

[Signature]
Chief of Police

Section 18-14 City Ordinance Outside Amplifiers; permit required.
It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or connected any loud-speaker or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, without having first procured a permit from the Chief of Police.

Section 18-9 City Ordinance, Radios, record players, etc.
It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, juke box, record player, loudspeaker musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

California Penal Code Section 415
Any person who maliciously and willfully disturbs another person by loud and unreasonable noise, is guilty of a misdemeanor.

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

cc:


3/27/01
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
1-800-647-9324, ext 6637
Dan Sanchez Insurance
PMB 305, 2351 Sunset Blvd. #170
Rocklin, CA 95765

**INSURED**
Palabra De Victoria Church
163 West Orange Avenue
Porterville, Ca 93257

**DATE/DD/YY** 6/11/2009

**INSURERS AFFORDING COVERAGE**
- **INSURER A:** GuideOne Insurance
- **INSURER D:**

**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, aggregate limits shown may have been reduced by paid claims.

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<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED?</td>
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<td>SPECIAL PROVISIONS below</td>
<td>$500,000</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

This certificate replaces the certificate dated 6/10/09. The certificate holder shown below is named as additional insured on 7/18/09, only, for church sponsored street event at 163 West Orange Avenue and E Streets, in Porterville, Ca. Named insured will be having a bike give-away to the children in the neighborhood, along with booths set up with church information, along with small games (i.e. ball toss and bean bag toss). Church will be serving hamburgers. Church is expecting approximately 200 to attend. 10 day notice given for non-payment of premium.

**CERTIFICATE HOLDER**
The City of Porterville
291 North Main Street
Porterville, Ca 93247
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
PUBLIC HEARING

SUBJECT: REQUEST TO ADOPT BUDGET FOR FISCAL YEAR 2009-2010

SOURCE: Administration

COMMENT: Consistent with the City Charter, the City Manager has submitted for Council consideration a draft Budget for the 2009-2010 Fiscal Year. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City departments for the ensuing year.

Budgetary Approach: Attached is the budgetary message presented with the draft document with its release. The budgetary approach consists of:
- A three (3) year strategic budget plan
- A one (1) year budget
- Periodic review of budget targets
- Revision of expenditures when necessary to accomplish budget targets

Financial Factors: The level of revenue, expenditure, and standing for City funds proposed in the 2009-2010 FY budget are:
* All Fund Revenues for 09-10 FY: $75,531,883
* All Fund Expenditures for 09-10 FY: $87,304,101
* General Fund Revenues/Transfers for 09-10 FY: $23,624,120
* General Fund Expenditures/Transfers for 09-10 FY: $24,959,221
* General Fund cash deficit for 09-10 FY: $1,335,101
* General Fund structural deficit for 09-10 FY: $209,416

Generally, the overall reduction in Fund balances proposed will result from using monies accumulated for capital expenditure being used to implement projects.

Preliminary Budget Modifications: Several components of the proposed preliminary budget have been modified, including:
- Golf Course Fund operating expenditures decreased $6,393 from $391,748 to $385,355 due to reductions in the estimated vehicle and other equipment maintenance.
- Addition to Equipment Replacement Schedule of ICP instrument for the Laboratory, in the amount of $90,000. The current equipment will become obsolete in April 2010 and will require replacement.
• OHV Improvement Grant has been approved for $56,000 less than requested, from $920,000 to $864,000. Accordingly, the City's match-funds should be increased by $56,000 to $330,000 from $274,000, the cost difference to complete the project.

• $191,221 in CDBG-R funds should be identified as Heritage Center Trailway Extension Project, not Rails to Trails tree planting.

• Addition of Fairway Tract Water Project in the amount of $40,000, initially funded by the Water Reserve Fund and to be reimbursed by Fairway Tract State grant/loan.

**Budget Adoption:** The City Charter also provides that “after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted.” All spending authority from the current 2008-2009 Fiscal Year budget expires after June 30, 2009. Therefore, it is essential that a budget be adopted which allows payroll to be paid and routine expenditures to be incurred.

**RECOMMENDATION:** The City Manager proposes that the Council adopt the proposed 2009-2010 Fiscal Year Budget, as modified.

**ATTACHMENTS:**
- Budget Message
- Preliminary Budget Modifications
- Draft Resolution for General Fund Budget
- Draft Resolution for Special Revenue, Enterprise, Internal Service, and Capital Projects Fund Budgets
May 29, 2009

Honorable Mayor and Council Members:

Included with this message is the draft City Budget for the 2009/10 Fiscal Year. The approach to budget development involves a number of elements, including:

- A three-year Strategic Budget plan
- A one-year Budget
- Periodic review of Budget targets
- Revision of expenditures when necessary to accomplish budget targets.

1. **General Fund Budgetary Overview:** For the 2009/10 Fiscal Year, the City Manager is proposing a budget that is essentially balanced on a structural basis, but which carries an overall cash deficit.

The proposed budgetary General Fund revenue estimate for 2009/10 Fiscal Year reflects a slight decrease of 0.3%, which includes a 0.9% increase in taxes and a 1.0% decrease in service charges. A number of factors are considered in defining the estimates, most specifically the current economic recession and corresponding decrease in sales tax generation and development activity.

For the coming 2009/10 Fiscal Year, General Fund expenditures are proposed to decrease by 1.1%. A major component of this expenditure is a decrease in the utilization of carryover funds for operating and capital assistance.

2. **General Fund Targets:** As of April 30 of the current Fiscal Year, the City’s General Fund expenditure is approximately at 77.2% of budget. It is projected that expenditures will be within 5% of the budget by the end of the current fiscal year.

For future Fiscal Years, the following targets are proposed:

**General Fund revenues and transfers:** $23,624,120, which is down by 0.4% from the revised amount of $23,725,147 in the 2008/09 Fiscal Year.

**General Fund expenditures and transfers:** $24,959,221, which is about the same amount as the revised figure of $24,960,045 in the 2008/09 Fiscal Year.
General Fund cash deficit for 09/10 FY: ($1,335,101) which is the result of a decrease in estimated revenues and transfers for $101,027, an increase in expenditures for $250,111 and the use of carry-over monies for projects of $645,000.

General Fund deficit for 09/10 FY: ($209,416) which is projected to be balanced by year’s end with non-specific departmental savings from vacancies and turnovers.

General Fund cash deficit for 10/11 FY: The deficit is projected at ($465,947), which does not include any carry-over expenditures.

General Fund cash deficit for 11/12 FY: The deficit is projected at ($424,085), which does not include any carry-over expenditures.

Budgetary Allocation of General Fund Monies: At the end of each Fiscal Year, a Consolidated Financial Report is prepared which defines cash within the General, Special Revenue, Enterprise, and other funds of the City. As an estimate, the amount of cash available to the General Fund at year’s end is estimated to be $12,439,840.

This amount is estimated to be available at the beginning of the 2009/10 Fiscal Year. Though it is not allocated within the CAFR to various purposes, the outline of estimates below defines the category for allocation:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Lock Box (Rainy Day) Cash</td>
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<tr>
<td>Debt Service Lock Box</td>
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<tr>
<td>Equipment Replacement Funds</td>
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<tr>
<td>Unallocated Carry-Over Funds</td>
<td>$1,800,000</td>
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<tr>
<td>High/Low Cash Cover</td>
<td>$3,000,000</td>
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<tr>
<td>Non-Allocated Cash</td>
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**Total Estimated Cash** $12,439,840

During the next fiscal year, the City Manager proposes that the City Council consider the adoption of a Reserve Ordinance, within which funds would be allocated to establish Reserve accounts including Capital Maintenance/Replacement, Infrastructure Maintenance/Replacement, Emergency Reserves, and an unallocated Reserve, and would include an annual allocation of funding in the budgetary process.

3. **Proposed Project Expenditures/Above the Line:** These are specific projects beyond the program modifications in the paragraph above, which are included in the draft budget and for which funding is recommended.

a. Porterville Hotel Project               $95,000  Reapprop GenFund
b. Community Center Parking Lot           $56,760  Reapprop Gen Fund
c. Tule River/Porter Slough Clean Up      $18,000  GenFund/Reapprop Gen Fund
d. Tule River – JPA Administration         $8,000   Reapprop GenFund
e. Success Lake Enlargement Construction  $253,925  Reapprop GenFund
f. Ederberry Mitigation $40,000 Reapprop GenFund/Carry-Over

g. OHV quad track $63,000 Reapprop Gen Fund/Grant

h. PAADA $150,000 GenFund Carry-Over

i. Comprehensive Zoning Ordinance Amend $260,000 GenFund Carry-Over

j. Main St Porter Slough Parking Lot $203,000 GenFund Carry-Over

k. Redevelopment/Commons Master Plan $100,000 GenFund Carry-Over

l. PD Range Relocation $200,000 GenFund Carry-Over

m. Zalud House Master Plan $15,000 GenFund Carry-Over

n. Library Restroom Remodel $87,500 GenFund Carry-Over

o. Heritage Center Equipment Bldg $113,000 GenFund Carry-Over

p. City Hall Roofing $99,400 GenFund Carry-Over

q. Tule River Parkway, Phase III $31,000 GenFund Carry-Over

r. Census $15,000 GenFund Carry-Over

s. Fire Station #2 parking lot $135,000 GenFund Carry-Over

t. Heritage Center ball fields $80,000 GenFund Carry-Over

u. Zalud Park & Murry Park misters $40,000 GenFund Carry-Over

v. Indiana low water crossing $50,000 GenFund Carry-Over

w. Narrowband $200,000 GenFund Carry-Over

x. New library planning $25,000 Reapprop GenFund

y. Resurface drill grounds $125,000 GenFund Carry-Over

4. **Priority Projects:** In December of 2008, the Council approved Priority Projects. While the City is managing well more than 100 specific projects, the following are presented as major priorities during the 2009/10 Fiscal Year:

- Courthouse, Fairgrounds and related projects
- Porterville Hotel Project
- New Library Project
- South Jaye Street/Gibbons Project
- Comprehensive Zoning Code Update Project
- New Public Safety Station Project
- Technology Assessment Project
- Indiana Street Low Water Crossing Project
- Effluent Pipeline and Land Leveling of Sewer Property
- Jaye Street Widening, Hwy 190 to Springville Project

5. **Major City Funds**

*Measure H Fund:* The approved Measure H expenditure plan will continue to be maintained. The fund budget is proposed in consideration of the following factors of anticipated revenues: Fire (42.50%), Police (42.50%), and Literacy (15.00%). Capital Reserve monies in the amount of $500,000 are recommended to be re-appropriated for the acquisition of land and the design of the new Public Safety Station, $220,000 re-appropriated
toward the feasibility and needs assessment for a new Library, $165,000 appropriated for the acquisition of land for an Animal Shelter, and $45,000 for the Library restroom remodel.

**Gas Tax Funds, Local Transportation Funds:** Public Works has appropriated approximately $400,000 in Local Transportation/Special Gas Tax (LTF/SGT) funds for the FY 2009/2010, “Annual Street Program” projects. Annual street projects include miscellaneous alley, curb & gutter, overlay, pavement management, signal & street sign upgrades and “record of survey” efforts. An additional $650,000 in Measure ‘R’ funds has been appropriated for various Micro Overlay & Rehabilitation projects.

This year the City will undertake a number of Congestion Mitigation & Air Quality (CMAQ) projects. The most significant projects include the design and construction of curb, gutter and sidewalk along Newcomb Street and along Beverly Street from Roby Avenue to Heritage Avenue. Engineering estimates the cost to install concrete improvements along these two streets at approximately $1.5 million. The City must provide an 11.5% local match as a condition of the CMAQ grant.

Another significant CMAQ project for FY 2009/2010 includes the reconstruction and installation of concrete improvements along Prospect Street from Castle Avenue to W. North Grand. The project has been designed and Public Works awaits Caltrans approval to proceed with construction advertisement. Other CMAQ projects that will be constructed in 2009/2010 include the Indiana Shoulder Stabilization project (Putnam to Olive) and the Indiana, Prospect and Henderson Avenue Shoulder Stabilization projects. These projects will also require an 11.5% local match.

In 2008/2009 the City received authorization from Caltrans to proceed with construction of a Compressed Natural Gas Facility. The facility is near completion and should be on line by June 2009. Funding for the $2.7 million project came from an FTA and CMAQ grant with an additional 10% from local funds. The CNG facility will make it possible for the City to fuel its ever increasing CNG fleet and not have to travel to Tulare for this service. A new service offered by Public Works includes a two dispenser natural gas fueling station located adjacent to the City’s Recycle center. The unmanned gas dispenser will be open to the general public and payment for fuel will be by credit card only.

Approximately $3.9 million in Local Transportation and Surface Transportation Funds will be dedicated to local street projects. There are too many projects to name individually but, the more significant projects include 1) Henderson Avenue Reconstruction project ($455,000) from Jaye Street to Main Street with a $270,000 contribution in State Transportation Improvement Program (STIP) funds, 2) Jaye, 190 to Gibbons Avenue and the Jaye/Montgomery Roundabout projects ($2,015,000) with a $900,000 contribution from Prop 1B and Measure ‘R’ funds, 3) Update of City Standards & Specifications ($140,000) motivated in part by the new General Plan and Hillside Development Ordinance. Previously mentioned above were two significant CMAQ projects (Newcomb & Beverly Street Shoulder Stabilization and Prospect Reconstruction) that will require approximately $365,000 in “local match” funds. This local match will be provided using LTF and STP funds.
The City will receive a “one time” appropriation of American Recovery & Reinvestment Act (ARRA) funds. The City expects to receive approximately $320,000 in ARRA funds. The nature of this funding and the need to move quickly necessitated that Public Works submit the Olive Avenue Street Reconstruction project (Main to ‘D’) to TCAG for proper certification. Staff anticipates construction to begin in late fall or early summer 2010.

The projects listed herein are not all the projects slated for design and/or construction in fiscal year 2009/2010. For a complete list of all 2009/2010 projects, the reader is directed to the City’s FY 2009/2010 “Ten Year Capital Improvement Projects” list.

**Zalud Estate:** Renewed public interest and revenue activities have been initiated and will be further advanced during the new budget year. Many new community volunteers are getting involved to assist and lead some of these efforts. The paranormal tours are being promoted and facilitated by volunteer curators also affiliated with the Porterville Ghost Society. The appearance of the garden area has been greatly enhanced by the Porterville Garden Club who have committed to ongoing garden assistance as well as organizing and conducting fundraising events within the garden. The increase in activities is hoped to enhance public awareness and interest in garden rentals. Monies are being carried over in the budget for Parks and Leisure Services to master plan the Zalud House and the adjacent property. The Master Plan efforts are underway and will be brought to the Council for consideration during the new budget year to provide some additional insight on operational strategies on this City asset. The annual drawdown from the Trust Fund is projected to be around $13,500. At the current rate, the fund will have about another 6 years of life beyond FY 09-10.

**Community Development Block Grant:** In light of the economic recovery legislation, additional funding is available for the CDBG program this year. However, notification of the FY 09/10 entitlement allocations was not received until the beginning of May 2009 which was too late to incorporate into the Annual Action Plan that is required to be submitted to HUD by May 15, 2009. Therefore the CDBG budget was approved using last year’s allocation of $704,209. The actual allocation has been increased by 14% to $802,717. An amendment to the Action Plan will be processed to allocate the additional funds. The CDBG program continues to provide much needed assistance to the community through several programs including homeownership assistance, home rehabilitation assistance, business assistance, and funding of the Heritage Center youth program. Approximately 46 percent of the annual entitlement is dedicated to debt service on the Section 108 loan used to construct the Heritage Center. The remaining entitlement funds are designated for administration, the homebuyer education program, and the public utility loan program. In addition, the City is receiving one time CDBG – Recovery funds of $191,000 which will be used for the improvement of the Rails to Trails Project as part of the Heritage Center Complex and $700,000 in Neighborhood Stabilization Program funds to help alleviate the problem of foreclosed properties.

**Transit Fund:** Fixed Route ridership has increased approximately 15% over the last Fiscal Year. Transit has one major project nearing completion, which is the Bus Maintenance Facility, the companion project to the City’s CNG Fueling Station. The project provides permanent canopy-covered asphalt parking areas housing the time-fill stations, and allowing
for a permanent parking area for all transit vehicles with added security lighting and protection of the transit fleet. There will also be an automatic bus washing bay for the daily upkeep of the vehicles which will greatly enhance the cleaning process and decrease the manual time previously expended.

Three transit grants are still active representing over $2 million in Federal Funds. A new Federal transit grant will be filed before the end of the fiscal year requesting an additional $330,000. Additionally, the $1.3 million Recovery Act (Stimulus Funds) application has been formally submitted and we’re awaiting FTA approval. Once received, it will provide for three additional CNG transit buses and upgrades to the City Shop necessitated by the City’s conversion to CNG vehicles. The City also has an approved Prop 1B application in the amount of $241,943. When the State is able to fund this program, an additional CNG bus will be ordered, bringing the City’s total CNG transit fleet to nine buses.

With the loss of the State Transit Assistance Funds ($700,000 for the City of Porterville), our main goal is to continue operating all routes as efficiently as possible maintaining our required 20% farebox ratio. No new service is being planned under the current budgetary constraints, and the City of Porterville is one of the few transit agencies not planning any cutbacks in service at the present time.

**Sewer Fund:** The Sewer Funds are in order and appear stable. Major projects completed in the 08/09 year included the completion of pipeline and land leveling projects in the Reclamation area allowing for the request to the Regional Water Quality Control Board to increase the City’s disposal capacity to 6.9 MGD. The WWTF Capital improvement projects consisted of Grit tower and collector replacement as well as Air compressor replacements and the refurbishing of one of the Digesters. In 09/10 budget the major projects for WWTF are to study Nitrification/De-nitrification to improve the water quality, Installation of a second Bar Screen and Compactor at the headworks, and an odor control project.

**Solid Waste Funds:** The City’s solid waste operation funds are stable. The proposed fund balance shows a positive balance, which is consistent with the fund’s financial plan. The Recycling processor contract has been extended for another year. The City is also working with the County to plan for the transition of the Tea Pot Dome landfill to a transfer station.

**Airport Fund:** The proposed budget for the airport assures maintenance and defines a development direction. From a maintenance perspective, operations will be consistent with the prior year. An Airport Area or Business Manager is programmed into the budget at $27,000 per year to undertake marketing efforts, perform inter-governmental coordination, manage budgetary efforts, propose and pursue the development of economic development projects on and near the Airport and seek grant funding for Airport improvements. A primary focus to the management of the Airport is assuring from both a regulatory and business perspective that the fueling operation will continue as a major funding source. On a net basis, the operation is a major support for the airport contributing around $50,000 a year to its operation. For FY 2009/10 the City will improve the card read system, change to a web based program for pricing and address the electronic leak detection mandate from the State of
California. This final matter of the most urgent importance and could, depending on test results, require a significant expenditure of monies.

A focus for the Airport has been infrastructure improvement. During the Fiscal Year it is anticipated that the Airport Lighting project will be completed using around $400,000 in FAA and Cal Trans grant monies. The taxiway lighting will be improved and a generator will be installed to support runway and taxiway lighting for aircraft operations after nightfall. This is important because air tankers may make their retardant drops just before sunset and return to their base when the runway and taxiway lights must be utilized. This, along with an effort to negotiate a program for USFS/Cal Fire taxi-way and apron maintenance should indicate the City's support for the fire air attack mission in Porterville. The next major grant project is the main runway reconstruction. This is important and the first step will be obtaining grant funding for the design. The application should be submitted in FY 2009/10 with the design commenced during the year and completed in FY 2010/11. Runway maintenance is critical to assure support for the heavy aircraft utilized as air tankers and Porterville's important, central role with air attack.

During the fiscal year, the City has budgeted money to enhance its Airport marketing. This includes some support for a third Eagle Mountain Air Show and will also initially include a website development and during the year a specific program to increase interest in hangar development at the Airport. Infrastructure was developed for additional hangars more than a decade ago, but the marketplace has not supported the development of the hangars. New concepts will be considered including potentially hangars with transient residential features. This, of course, will have to be coordinated with the Planning and Fire departments.

Specific incentives beyond cost discount must be considered to attract new aircraft to the Airport. The goal is to have 100 based aircraft at the airport by the time the new runway project has been completed. At this time, the numbers have been increasing slowly and are now about 90 based aircraft. Ultimately, the health of the Airport will depend upon economic development in the area. Opportunities are now being reviewed for development on the recently released former kit fox area.

Several possibilities are under consideration and their development will be critical to the future role of the Airport in the City of Porterville by potentially assuring its economic sustainability. The Airport has used development monies accumulated from surplus land sales for Airport improvements. The monies have been utilized for grant match monies and also to develop a new business and fueling office. This is nearly complete and all that is required from re-budgeted monies is to install a HVAC system. Beyond the grant match, the two major items included in the development budget are a new hangar project on the Airport and the development of a community room that will serve as a museum for the Airport documenting its interesting history.

**Golf Course Operations:** The proposed budget projects another stable year financially. Revenue is expected to remain flat for the fourth consecutive year, but this trend is contrary to many other entertainment activities that are experiencing diminished revenues. The golf course remains an affordable and convenient recreational opportunity and is being utilized by
an increasing number of community members. Renewal of the contract with the Head Professional is anticipated for completion in the early portion of the new budget year. The positive advances made thus far under his leadership and the increased breadth of the player base should continue to bring stability and some growth in revenue over the mid-term. Some golf carts will have batteries replaced and a maintenance utility ATV will be replaced this year.

**Water Funds:** The Budget defines major activities in the Fund this year including important projects such as the Martin Hill reservoir, Water trunk line extensions, Booster pump and Well development projects. The City secured a CIEDB loan for $6.7M to cover the costs of these projects. The last few years revenues have been declining compared to growing expenses in part to water conservation efforts. This places pressure on rate levels. It is anticipated that an increase in the water meter rate will be necessary to cover debt payment obligations on the CIEDB loan within the next few years. The City will continue to develop supply by completing negotiations to purchase Well #30 near the Airport. Additionally, Well #31 should be completed during this fiscal year.

**Equipment Maintenance Fund:** The Fund handles the operations of the City Shop and Fuel services. A new component for the operation will be the CNG facility both serving the needs of the City and the general public. A ventilation and gas monitoring upgrade project in the Shop will be necessary to work on CNG vehicles. The project will be partially funded from Transit Stimulus and equipment replacement funds.

In summary, the proposed budget reflects spending priorities consistent with the City Council Priority Projects. The three-year budget concept and annual budget with periodic review is presented as a successful approach to address revenue raising and spending planning.

A preliminary budget study session has been scheduled for June 9, 2009 and a Public Hearing for June 16, 2009.

Sincerely,

John Lollis
City Manager

Maria Bemis
Finance Director
CITY OF PORTERVILLE  
ANNUAL BUDGET  
2009-2010

GOLF COURSE FUND

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td>$ (478,816)</td>
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<tr>
<td>Revenues from:</td>
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<td>2,699</td>
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<td>306,999</td>
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<td>Transfers from:</td>
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<td>Appropriations for:</td>
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<td>Operations</td>
<td>369,181</td>
<td>375,999</td>
<td>375,999</td>
<td>385,355</td>
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<tr>
<td>Total</td>
<td>369,181</td>
<td>375,999</td>
<td>375,999</td>
<td>385,355</td>
</tr>
<tr>
<td>Available balance, end of year</td>
<td>$ (468,816)</td>
<td>$ (459,682)</td>
<td>$ (478,816)</td>
<td>$ (484,773)</td>
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### CITY OF PORTERVILLE

**EXPENDITURE BUDGET WORKSHEETS**  
**FISCAL YEAR 2009/10**

**GOLF COURSE**

<table>
<thead>
<tr>
<th></th>
<th>FY 2005/06</th>
<th>FY 2006/07</th>
<th>FY 2007/08</th>
<th>FY 2008/09</th>
<th>Y-T-D DEC 08</th>
<th>PROJECTED FYE 09/10 BUDGET</th>
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<td>Salaries, Regular</td>
<td>77,089</td>
<td>89,925</td>
<td>89,402</td>
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<td>10,020</td>
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<td>Benefits</td>
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<td>35,712</td>
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<td>Vehicle Maintenance</td>
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<td>39,051</td>
<td>33,930</td>
<td>34,000</td>
<td>17,766</td>
<td>34,000</td>
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<td>Building/Grounds Maint</td>
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<td>26,214</td>
<td>19,966</td>
<td>24,500</td>
<td>9,121</td>
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<td>Other Equipment Maint</td>
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<td>12,104</td>
<td>12,303</td>
<td>10,500</td>
<td>5,938</td>
<td>10,500</td>
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<td>11,395</td>
<td>5,913</td>
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<td>Printing/Copying</td>
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<td>-</td>
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<td>10</td>
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<td>Professional/Temp Service</td>
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<td>69,996</td>
<td>68,588</td>
<td>70,000</td>
<td>30,545</td>
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<td>Rent of Property &amp; Equipmt</td>
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<td>1,130</td>
<td>701</td>
<td>400</td>
<td>33</td>
<td>400</td>
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<td>Administrative Expense</td>
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<td>27,752</td>
<td>26,904</td>
<td>28,125</td>
<td>13,919</td>
<td>28,125</td>
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<td>Utilities</td>
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<td>52,700</td>
<td>51,511</td>
<td>47,000</td>
<td>26,062</td>
<td>47,000</td>
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<td>Uniform Allowance</td>
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<td>917</td>
<td>655</td>
<td>750</td>
<td>162</td>
<td>750</td>
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<td>Training Expense</td>
<td>30</td>
<td>-</td>
<td>75</td>
<td>150</td>
<td>-</td>
<td>150</td>
</tr>
<tr>
<td>Publication and Dues</td>
<td>150</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Insurance, Liability</td>
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<td>8,925</td>
<td>8,925</td>
<td>8,925</td>
<td>4,461</td>
<td>8,925</td>
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<tr>
<td>Other Expense</td>
<td>1,881</td>
<td>2,969</td>
<td>3,168</td>
<td>3,400</td>
<td>1,975</td>
<td>3,400</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>394,297</td>
<td>386,003</td>
<td>369,181</td>
<td>375,999</td>
<td>188,320</td>
<td>375,999</td>
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## PROPOSED EQUIPMENT REPLACEMENT SCHEDULE

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>EQUIPMENT DESCRIPTION</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>Vehicle- CMAQ Grant w/City Match</td>
<td>$ 3,150</td>
</tr>
<tr>
<td></td>
<td>Motorcycle</td>
<td>8,000</td>
</tr>
<tr>
<td></td>
<td>- Retain 5209</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(2) Unmarked Unit</td>
<td>64,000</td>
</tr>
<tr>
<td>Fire</td>
<td>Fire Fighting and Rescue Equipment</td>
<td>25,000</td>
</tr>
<tr>
<td></td>
<td>Station &amp; Grounds</td>
<td>20,000</td>
</tr>
<tr>
<td>Golf Course</td>
<td>Utility Vehicle</td>
<td>9,500</td>
</tr>
<tr>
<td></td>
<td>- Transfer unit 5253 to Sports Complex</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- High Capacity Mower transfer from Parks Dept.</td>
<td>1,000</td>
</tr>
<tr>
<td>Parks</td>
<td>1/2 ton 4x2 Pickup</td>
<td>20,560</td>
</tr>
<tr>
<td></td>
<td>3/4 ton pick up w/service bed</td>
<td>33,425</td>
</tr>
<tr>
<td></td>
<td>3/4 ton extended cab pickup</td>
<td>30,750</td>
</tr>
<tr>
<td></td>
<td>1 ton extended cab pickup w/flatbed</td>
<td>35,350</td>
</tr>
<tr>
<td></td>
<td>3/4 ton longbed pickup</td>
<td>27,886</td>
</tr>
<tr>
<td></td>
<td>High Capacity Rotary Mower</td>
<td>81,150</td>
</tr>
<tr>
<td></td>
<td>- Transfer unit 5250 to Golf Course</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Transfer unit 5238 to Leisure Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Transfer unit 5241 to Leisure Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Utility Vehicle transfer from Golf Course</td>
<td>500</td>
</tr>
<tr>
<td>Public Works - Engineering</td>
<td>Vehicle- CMAQ Grant w/City Match</td>
<td>3,150</td>
</tr>
<tr>
<td></td>
<td>- Retain unit 4144</td>
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</tr>
<tr>
<td>Public Works - Streets</td>
<td>Vehicle- CMAQ Grant w/City Match</td>
<td>3,150</td>
</tr>
<tr>
<td></td>
<td>- transfer unit 6337 to Solid Waste</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2500 gallon water truck</td>
<td>108,000</td>
</tr>
<tr>
<td></td>
<td>Loader</td>
<td>200,000</td>
</tr>
<tr>
<td></td>
<td>- transfer unit 6344 to Solid Waste</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pavement Box</td>
<td>53,000</td>
</tr>
<tr>
<td></td>
<td>Hot Tack Equipment</td>
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<tr>
<td></td>
<td><strong>Total General Fund Equipment Replacement</strong></td>
<td><strong>$ 758,521</strong></td>
</tr>
<tr>
<td>Public Works - Water Distribution</td>
<td>Vehicle- CMAQ Grant w/City Match</td>
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</tr>
<tr>
<td></td>
<td>- Retain unit 6543</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Portable Generator</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>- Retain unit 9055</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCADA System upgrade</td>
<td>65,000</td>
</tr>
<tr>
<td></td>
<td>Chlorine Generation stations (3 units)</td>
<td>113,000</td>
</tr>
<tr>
<td></td>
<td>Computer/Misc Equipment</td>
<td>1,500</td>
</tr>
<tr>
<td></td>
<td><strong>Total Water Replacement</strong></td>
<td><strong>$ 192,650</strong></td>
</tr>
<tr>
<td>Public Works - Solid Waste</td>
<td>Roll Off Truck</td>
<td>$ 186,000</td>
</tr>
<tr>
<td></td>
<td>- Retain unit 6646</td>
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</tr>
<tr>
<td></td>
<td>Vehicle- CMAQ Grant w/City Match</td>
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</tr>
<tr>
<td></td>
<td>- Retain unit 6635</td>
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</tr>
<tr>
<td></td>
<td>- Loader transfer from Streets</td>
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</tr>
<tr>
<td></td>
<td>- Pickup transfer from Streets</td>
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</tr>
<tr>
<td></td>
<td>Automated Containers</td>
<td>96,000</td>
</tr>
<tr>
<td></td>
<td>Commercial Bins and Rolloff Containers</td>
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</tr>
<tr>
<td></td>
<td><strong>Total Solid Waste Reserve</strong></td>
<td><strong>$ 365,150</strong></td>
</tr>
<tr>
<td>Public Works - Equipment Maint.</td>
<td>1-1/4 ton pickup w/35' bucket lift</td>
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</tr>
<tr>
<td></td>
<td>Automatic Parts Washer</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>Upgrade Engine Analyzer Software</td>
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<td></td>
<td><strong>Total Equipment Maintenance</strong></td>
<td><strong>$ 109,500</strong></td>
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<tr>
<td>Public Works - Lab</td>
<td>ICP instrument</td>
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<td></td>
<td><strong>Total Lab</strong></td>
<td><strong>$ 90,000</strong></td>
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<td></td>
<td><strong>TOTAL 2009/10 EQUIPMENT REPLACEMENT</strong></td>
<td><strong>$ 1,515,821</strong></td>
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### PUBLIC WORKS - STREETS, STORM DRAIN, SEWER, AND WATER PROJECTS

**PROJECT DESCRIPTION**

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<tr>
<th>FUNDING FISCAL YEAR</th>
<th>09/10</th>
<th>10/11</th>
<th>11/12</th>
<th>12/13</th>
<th>13/14</th>
<th>14/15</th>
<th>15/16</th>
<th>16/17</th>
<th>17/18</th>
<th>18/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase ENR (estimate):</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deficient Elev. Flow</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,25,000</td>
</tr>
</tbody>
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### PROJECTS:

#### AIRPORT INDUSTRIAL DEVELOPMENT:

- **City Hall ADA Parking Spaces (2) w/ sidewalk ramps**
  - Cost: $15,000
  - Funding Year: 09/10
  - Status: LTF

- **Douglas Frontage Road - N. Grand to Linda Vista**
  - Cost: $40,000
  - Funding Year: 09/10
  - Status: Unfunded

- **Flood Management Ordinance Update**
  - Cost: $20,000
  - Funding Year: 09/10
  - Status: LTF

- **"G" Street Recon - 700 South**
  - Cost: $200,000
  - Funding Year: 09/10
  - Status: Unfunded

- **Garrett Road - Jotul®**
  - Cost: $80,000
  - Funding Year: 09/10
  - Status: Unfunded

- **Gibbons - Jotul® Storm Drain - Jotul® Storm Drain - Jotul® Storm Drain**
  - Cost: $200,000
  - Funding Year: 09/10
  - Status: Unfunded

- **Henderson Ave.: Recon., Indiana to Jotul®**
  - Cost: $60,000
  - Funding Year: 09/10
  - Status: LTF

- **Henderson Ave.: Recon., Indiana to Jotul®**
  - Cost: $850,000
  - Funding Year: 09/10
  - Status: LTF

- **Henderson Ave.: Recon., Indiana to Jotul®**
  - Cost: $295,000
  - Funding Year: 09/10
  - Status: Re-app LTF

- **Henderson Ave.: Recon., Indiana to Jotul®**
  - Cost: $425,000
  - Funding Year: 09/10
  - Status: Re-app LTF

- **Indiana Low Water Crossing (Topo & Land Acq (1))**
  - Cost: $50,000
  - Funding Year: 09/10
  - Status: GF Carry Over

- **Union to Springville**
  - Cost: $170,000
  - Funding Year: 09/10
  - Status: Unfunded

- **Cross Tule River**
  - Cost: $157,000
  - Funding Year: 09/10
  - Status: Unfunded
## CAPITAL IMPROVEMENTS STRATEGIES 2009 - 2019

### PARKS AND LEISURE - PUBLIC FACILITIES

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<tr>
<th>PROJECT DESCRIPTION</th>
<th>09/10</th>
<th>10/11</th>
<th>11/12</th>
<th>12/13</th>
<th>13/14</th>
<th>14/15</th>
<th>15/16</th>
<th>16/17</th>
<th>17/18</th>
<th>18/19</th>
</tr>
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<tbody>
<tr>
<td>Increase ENR (estimate)</td>
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<td>3.25%</td>
<td>3.25%</td>
<td>3.25%</td>
<td>3.25%</td>
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<td>3.25%</td>
<td>3.25%</td>
<td>3.25%</td>
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<tr>
<td><strong>Centennial Plaza Amenities</strong></td>
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<td>$50,000</td>
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<tr>
<td><strong>Centennial Plaza Main St - Sound System</strong></td>
<td>$50,000</td>
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<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td><strong>City Hall Painting &amp; Rehab. (inside and Out and Includes City Manager's Office Improvements)</strong></td>
<td>$50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>City Hall Roofing</strong></td>
<td>$99,400</td>
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<td><strong>Community Center Parking Lot</strong></td>
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<td><strong>Construction</strong></td>
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<td><strong>Council Chambers Electronics</strong></td>
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<td><strong>Facility Security Systems Upgrade</strong></td>
<td>$50,000</td>
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<tr>
<td><strong>Golf Course Improvements</strong></td>
<td>$36,000</td>
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<tr>
<td><strong>Heritage Center Ball Fields (As-buils &amp; design)</strong></td>
<td>$80,000</td>
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<tr>
<td><strong>Heritage Ctr. Leisure Equip Storage Building</strong></td>
<td>$120,000</td>
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<td><strong>Indoor Recreation Center</strong></td>
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<td><strong>Irrigation Systems Conservation Renovations</strong></td>
<td>$50,000</td>
<td>$50,000</td>
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<tr>
<td><strong>Library Building Remodel/Modifications</strong></td>
<td>$25,000</td>
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<td><strong>Library Remodel</strong></td>
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<tr>
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<td><strong>Mikkabi Chair Replacement</strong></td>
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<tr>
<td><strong>Montgomery &amp; H Street Median Island (Re-locatd)</strong></td>
<td>$14,000</td>
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<td><strong>Municipal Ballpark Repl. (Lighting of Sch Fields)</strong></td>
<td>$600,000</td>
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<tr>
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<td><strong>Murphy Park Water Slide</strong></td>
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<td><strong>OCHV Improvements</strong></td>
<td>$884,000</td>
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<td><strong>OCHV Quad Track</strong></td>
<td>$14,000</td>
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<tr>
<td><strong>Park Comprehensive Master Plan</strong></td>
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<tr>
<td><strong>Rails to Trails - Remaining Property Improvements</strong></td>
<td>$250,000</td>
<td>$250,000</td>
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<tr>
<td><strong>Resurface Park Facilities Parking Lots</strong></td>
<td>$260,000</td>
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<tr>
<td><strong>Sports Complex Field Lighting Study &amp; Design</strong></td>
<td>$100,000</td>
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<tr>
<td><strong>Sports Complex Field Lighting Construction</strong></td>
<td>$650,000</td>
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<td><strong>Sports Complex Pavilion</strong></td>
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<tr>
<td><strong>Sports Complex 2 New Youth Baseball Field</strong></td>
<td>$135,000</td>
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**FUNDING**

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>09/10</th>
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<tbody>
<tr>
<td><strong>Centennial Plaza Amenities</strong></td>
<td>Unfunded</td>
</tr>
<tr>
<td><strong>Centennial Plaza Main St - Sound System</strong></td>
<td>Re-appro BCF</td>
</tr>
<tr>
<td><strong>City Hall Painting &amp; Rehab. (inside and Out and Includes City Manager's Office Improvements)</strong></td>
<td>Unfunded (? BCF)</td>
</tr>
<tr>
<td><strong>City Hall Roofing</strong></td>
<td>Re-app GF Carry Over</td>
</tr>
<tr>
<td><strong>Community Center Parking Lot</strong></td>
<td>Re-app GF</td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td>COP - Ref</td>
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<tr>
<td><strong>Council Chambers Electronics</strong></td>
<td>Unfunded</td>
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<tr>
<td><strong>Facility Security Systems Upgrade</strong></td>
<td>Unfunded</td>
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<tr>
<td><strong>Golf Course Improvements</strong></td>
<td>Unfunded</td>
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<tr>
<td><strong>Heritage Center Ball Fields (As-buils &amp; design)</strong></td>
<td>GF Carry Over</td>
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<tr>
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<td>Re-app GF Carry Over</td>
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<tr>
<td><strong>Indoor Recreation Center</strong></td>
<td>Unfunded</td>
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<tr>
<td><strong>Irrigation Systems Conservation Renovations</strong></td>
<td>Unfunded</td>
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<tr>
<td><strong>Library Facilities Planning</strong></td>
<td>Re-app Measure H</td>
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<tr>
<td><strong>Library Building Remodel/Modifications</strong></td>
<td>Donation</td>
</tr>
<tr>
<td><strong>Library Remodel</strong></td>
<td>Measure H</td>
</tr>
<tr>
<td><strong>Merritt Carpet &amp; Furniture</strong></td>
<td>Re-app GF Carry Over</td>
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<tr>
<td><strong>Mikkabi Chair Replacement</strong></td>
<td>Unfunded</td>
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<td>Unfunded</td>
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<td><strong>Murphy Park Pond</strong></td>
<td>Re-app RM</td>
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<tr>
<td><strong>Murphy Park Water Slide</strong></td>
<td>Unfunded</td>
</tr>
<tr>
<td><strong>OCHV Improvements</strong></td>
<td>OCHV Grant</td>
</tr>
<tr>
<td><strong>OCHV Quad Track</strong></td>
<td>Re-app GF</td>
</tr>
<tr>
<td><strong>Park Comprehensive Master Plan</strong></td>
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<td><strong>Rails to Trails - Remaining Property Improvements</strong></td>
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<tr>
<td><strong>Sports Complex Field Lighting Construction</strong></td>
<td>Unfunded</td>
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<tr>
<td><strong>Sports Complex Pavilion</strong></td>
<td>Unfunded</td>
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<tr>
<td><strong>Sports Complex 2 New Youth Baseball Field</strong></td>
<td>Unfunded</td>
</tr>
</tbody>
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**Changefrom:
www.cityofshasta.com**
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2009-2010

WHEREAS, the City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed General Fund Operating and Capital Improvement Budget for the period beginning July 1, 2009, and ending June 30, 2010; and

WHEREAS, the City Council after thorough review, has determined said budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenses of the General Fund of the City of Porterville for the 2009-2010 Fiscal Year based on the cash reserves balance;

NOW, THEREFORE, BE IT RESOLVED

1. The City of Porterville General Fund Budget for the 2009-2010 fiscal year is adopted in the following amounts:

   Operating Budget $21,946,952
   Capital Projects  1,184,685
   Debt Service  1,827,584
   Total $24,959,221

2. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November and January and April of the fiscal year, or at any time information becomes available that would alter the viability of this budget.
3. The City Manager is authorized to transfer General Fund operating budget appropriations between functions as required.

4. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

________________________
Cameron Hamilton, Mayor

ATTEST:

________________________
John Lollis, City Clerk
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE ADOPTING THE SPECIAL REVENUE,
ENTERPRISE, INTERNAL SERVICE, AND CAPITAL PROJECTS FUNDS
BUDGETS FOR FISCAL YEAR 2009-2010

WHEREAS, the City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Operating and Capital Improvement Budget for the period beginning July 1, 2009, and ending June 30, 2010; and

WHEREAS, the City Council after thorough review, has determined said budgets, as modified and corrected, are in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenses of the Special Revenue, Enterprise, Internal Service, and Capital Projects Funds of the City of Porterville for the 2009-2010 Fiscal Year:

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Special Revenue, Enterprise, Internal Service, and Capital Projects Funds budgets for the 2009-2010 fiscal year, are adopted in the following amounts:

<table>
<thead>
<tr>
<th>Budget</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Budget</td>
<td>$29,025,515</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>31,683,554</td>
</tr>
<tr>
<td>Debt Service</td>
<td>2,401,537</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$63,110,606</strong></td>
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</tbody>
</table>

2. Pursuant to Ordinance No. 1684, the Porterville Police, Fire and Emergency Response 9-1-1 Measure Expenditure Plan, is hereby recertified for the 2009-2010 fiscal year and the document, attached as Exhibit “A”, reflects the financial consequences of the receipt, expenditure and allocation of Measure H Sales Tax Revenues for the 2009-2010 fiscal year.

3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

ATTEST:

Cameron Hamilton, Mayor

John Lollis, City Clerk
**RECERTIFICATION FOR 2009-10 FISCAL YEAR**

**MEASURE H EXPENDITURE PLAN**

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on 1/2 Cent Sales Tax availability:

The City Council has evaluated Porterville's safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

<table>
<thead>
<tr>
<th>Fiscal Year 2009-10 Sales Tax Revenues</th>
<th>$2,800,000**</th>
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</thead>
<tbody>
<tr>
<td>Interest</td>
<td>50,000**</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$2,850,000</strong></td>
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<table>
<thead>
<tr>
<th>Fiscal Year 2009-10 Expenditures</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Maintain expanded patrol operations with 10 sworn and 2 non-sworn Police personnel</td>
<td>$ 770,000**</td>
</tr>
<tr>
<td>Maintain expanded gang suppression and narcotics operations</td>
<td>492,880**</td>
</tr>
<tr>
<td>Maintain 8 additional Sworn Fire personnel</td>
<td>872,186**</td>
</tr>
<tr>
<td>Maintain Literacy Programs/hours</td>
<td>337,511**</td>
</tr>
<tr>
<td>Expand Homework Assistance and Creative Expression Program</td>
<td>89,989*</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$2,562,566</strong></td>
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</tbody>
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<thead>
<tr>
<th>Planning for the Library Building Project</th>
<th>$ 220,000**</th>
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</thead>
<tbody>
<tr>
<td>Land acquisition for Fire Station # 3</td>
<td>500,000**</td>
</tr>
<tr>
<td>Land acquisition for an Animal Shelter</td>
<td>165,000**</td>
</tr>
<tr>
<td>Library building remodel</td>
<td>45,000**</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$ 930,000</strong></td>
</tr>
</tbody>
</table>

| **Total Expenditures**                   | **$3,492,566**|

* Assumptions consistent with original Ordinance 1684.
** Certification of new amount and revision of Measure H Expenditure Plan.

John Lollis, City Manager/City Clerk
June 16, 2009
SUBJECT:  ANNUAL REVIEW OF CITY OF PORTERVILLE/CHAMBER OF COMMERCE AGREEMENT

SOURCE:  ADMINISTRATION

COMMENT: On August 21, 1990, the City of Porterville entered into an Agreement with the Porterville Chamber of Commerce for the purpose of having the Chamber provide contributing support in conducting and maintaining certain Chamber programs and activities which best achieve the community promotion objectives of the City. Under the terms of the Agreement, the Chamber is compensated by the City for actively promoting civic, social, and cultural events and activities; disseminating information relative to promoting the advantages of Porterville; and, for asserting positive community values.

Section V of the Agreement requires the Agreement to be reviewed annually to determine whether it should be amended to increase or decrease the scope of services contracted for and the base amount allotted and payable to the Chamber under the terms thereof. This provision was intended to prevent an automatic and obligatory annual commitment of municipal funds in times of limited revenues, and to validate charges for services actually provided or expected. Information required to be provided the City by the Chamber prior to the Council’s annual review of the Agreement includes (1) Annual Chamber Activity Report; and (2) Current Financial Statements. The required Activity Report and Financial Statements were received from the Chamber on May 28, 2009, and are attached hereto for the Council’s annual review.

In accordance with the Agreement, the Chamber has officially requested the annual performance allotment of $35,000 for FY 2008/2009. Unless the Agreement is amended following an annual review, payments of $35,000 can be made annually to the Chamber by the City on or before September 1st of each year (in this instance, 09/01/09), but in no event earlier than City Council receipt, and acceptance, of the requisite Chamber Reports.

Item No. 14
Subsequent to Council review and acceptance of the Chamber’s Activity Report and current Financial Statements, no action is required to maintain the level of services rendered, or the base compensation to be received, as set forth in the Agreement. However, should the Council decide to modify services or compensation for FY 2009/2010, such a modification requires an affirmative Council action, and a written amendment to the Agreement which must be executed by a representative of both the City and the Chamber. Included in the Community Promotions Budget for FY 2008/2009 was $35,000 for the City/Chamber Agreement.

RECOMMENDATION: That the City Council accept the Chamber of Commerce Activity Report and Financial Statements, and authorize payment consistent with the City Budget.

ATTACHMENTS: 1. City/Chamber Agreement  
2. Chamber Annual Activity Report  
3. Chamber Annual Financial Statements
AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND
THE PORTERVILLE CHAMBER OF COMMERCE

This agreement is made and entered into on the 4th day of September, 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. Assignment. 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

Greg Woodard, Chair
Chamber Board of Directors

APPROVED AS TO FORM:

Julia Lew, City Attorney
May 26, 2009

The Honorable Cameron “Cam” Hamilton
Mayor, City of Porterville
291 N. Main Street
Porterville, CA 93257

Dear Mayor Hamilton and Members of the Council:

The Porterville Chamber of Commerce celebrated another successful year of operation, our 101st, in Fiscal Year 2008 (November 1, 2007 - October, 31, 2008). The focus of the fiscal year was on the maintenance and enhancement of the existing program of work while effectively serving Porterville businesses and the community.

This was the first full year of implementation of the adjusted City contract agreement services which included full Fall and Spring Concert Series events in Centennial Park. The addition of a second community showcase night during the concerts proved valuable to our local non-profit organizations seeking more opportunities to feature their good works programs. The Chamber continued its coordination of the community branding initiative which saw the launch of new youth projects, efforts to develop a city tagline, study of blighted community areas with follow-up recommendations for action, and advocacy for an expanded redevelopment area and standardization of guidelines for the aesthetics of downtown.

The Chamber followed a comprehensive plan of action to engage in varied efforts for community and business promotion contributing to the achievement of the promotional objectives of the City. Promoting civic, social, business, education, and cultural events and activities is keeping within our mission and core competencies, and is vital to the continued development of the quality of living our residents and business owners expect.

Another very successful Iris Festival event was coordinated to celebrate our city’s flower and provide an opportunity for tourism traffic and local family involvement. The event continued to grow in its 10th anniversary year and welcomed over 25,000 attendees. Local lodging facilities reported they sold-out of rooms, and numerous downtown and other businesses continue to indicate an increase in activity. The second year offering of a Community Corner met with increased interest from our good works organizations who reported success in taking advantage of this occasion to promote their missions and activities while also recruiting volunteers. We were pleased to continue to offer this venue which not only provides a collaborative effort for community involvement, but also serves as a premier Porterville event for community promotion and the generation of tourism revenue.
At the request of the City, the Chamber stepped forward to assist with the resurrection of a new and improved community air show and fly-in event. Our role in this collaboration was to: spearhead promotional efforts; coordinate vendor recruitment, placement, compliance, and monitoring; provide a stocked volunteer hospitality area; and, contribute to the overall committee process. We welcomed the chance to step-up and utilize our resources to provide valuable media sponsorships, donations, in-kind services, and volunteer staffing.

The 5th Annual Sierra Business Conference maintained its popularity with new offerings for thought-provoking business and community consideration. First Friday Coffees and Mixers remained strong in participation as our local businesses sought more opportunities to connect with others for business success. The past fiscal year brought the continuation of jointly presented employer workshops with the City and other partners to keep our businesses aware of critical issues, and assist with business retention and expansion. Additionally, the Chamber served as an advocate for business, communicating a pro-business message to state and federal elected officials in an effort to combat job killer bills and create an environment for business growth and prosperity.

Enclosed, please find our 2008 Fiscal Year activity report, which includes City Agreement activities, and also a financial review. The presentation of additional Chamber activity is provided within the report to allow for a more comprehensive review of the breadth of the Chamber’s program of work and impact. The activity and financial reports are presented for your review in accordance with the “Agreement Between the City of Porterville and the Porterville Chamber of Commerce.” This letter serves as the Chamber’s official request for the disbursement of the City’s budgeted 2008/2009 agreement allotment to the Porterville Chamber of Commerce of $35,000.

We continue to enjoy the opportunity to provide contracted (and non-contracted) services in partnership with the City Council and City staff as we work collaboratively for the betterment of our local economy and quality of living. Through performance achievement, it is evident that the Chamber’s ability to leverage resources to the benefit of the City and our residents and businesses creates a winning partnership for Porterville. At the pleasure of Council, the Chamber’s intent is to continue with the agreement services, as proposed in the City budget, for your FY2009-2010.

Sincerely,

Agustin ‘Augie’ Gonzalez, Board Chair

Donnette Silva Carter, President/CEO
Annual Report
to the Porterville City Council
City of Porterville

2008 Fiscal Year

Porterville Chamber of Commerce
In compliance with the agreement between the City of Porterville and the Porterville Chamber of Commerce, the Chamber has met and exceeded its obligation to provide tourism promotion, relocation and visitor assistance, community promotion, coordination of the Centennial Park Friday night activities, and support of sister city and town affiliation programs. These agreement services, and a highlight of other accomplishments for the Chamber’s Fiscal Year 2008, are outlined below:

- The Chamber sponsored the 10th anniversary Annual Iris Festival to provide a spring event for family entertainment, tourism, and the celebration of our city’s official flower, the purple iris. This event was widely advertised locally, regionally and statewide and included in national publications. The 2008 Iris Festival once again saw the Chamber involved in collaborative efforts with various local groups and area activities held that day including Porterville Celebrates Reading, the Porterville Gleaning Seniors’ Pancake Breakfast, and Porterville Art Association Spring Art Walk.

- Served as the community’s active visitor information bureau by providing community information on recreational activities, entertainment, special events, lodging, restaurants, etc. to an average of over 300 phone, internet and walk-in contacts per month.

- Moved forward with plans to enter into an agreement with the U.S. Forest Service, Tule River Tribal Council, City of Porterville and Ennis Commercial Properties for the building of the Southern Sequoia Visitors Center at Riverwalk Market Place. Entered into an MOU with the U.S. Forest Service for staffing and other support of the Center.

- Promoted the community through the distribution of materials including the Chamber produced Business & Community Resource Directory. Distribution included local businesses, visitors, relocating individuals, business prospects, and others. Product includes information on City and Chamber services, the schools, recreation opportunities, good works organizations, businesses and more.

- Supported the City of Porterville in its economic development efforts by maintaining our collaborative Economic Development Committee and by providing information to City staff on those businesses who contact the Chamber with an interest in locating in Porterville. The Chamber fulfills the requests from interested parties for information about community demographics, real estate availability, the retail industry, community events, and recreational opportunities. Further supported economic development efforts through the Chamber’s staff and director’s representation on the Tulare County Economic Development Corporation.

- Expanded the Centennial Park Music on Main Street Concert program to include both Fall and Spring Concerts and the inclusion of Community Showcase nights, along with the provision of the opportunity for crafters and food vendors to participate.

- Sponsored and participated in the Sequoia Adventures Expo to promote Porterville amenities and local ‘stay-cations’.
Continued providing partnership support for business counseling and workforce services to start-up and existing businesses. Partners included the City of Porterville, Tulare County Workforce Investment Board, and Small Business Development Center.

Promoted tourism in Porterville and the surrounding area to gain the economic impact tourism traffic provides to a community. Expanded our presence in various publications and participated in a county-wide marketing effort in the California Travel & Tourism Guide produced by Sunset Magazine.

Staff represented the Sequoia Valley Region/Tulare County/Porterville at the International PowWow Event for tourism promotion. The Porterville and Tulare County amenities were promoted to travel writers, travel coordinators from foreign and US venues, and tourism based media outlets.

Actively participated in the launch of the local entrepreneurship program partnering with Porterville College, the City, Porterville Unified School District, Tulare County EDC, and the CSUF Lyles Center for Innovation.

Assumed significant roles in the planning and presentation of the Eagle Mountain Airshow & Fly-in. The Chamber leveraged membership and other resources to enhance the value of promotional efforts resulting in a comprehensive marketing plan.

Provided information and referral (and other requested) support for established and new community projects/events such as; the Porterville Fair, Rollin Relics Car Show, Independence Day - July 4th Fireworks Extravaganza, Porterville Celebrates Reading, Jackass Mail Run, Veteran's Day Parade, Sierra Winter Classic, Kid's Day in the Park, Tule River Tribal Council Pow Wow, City of Hope Spectacular, Cinco de Mayo Celebration, Flag Day Ceremony, Lion's Brewfest, Orange Blossom Classic, local health fairs, and more.

The Chamber fulfilled requests from individuals researching or planning relocation to Porterville, and from employers planning recruitment campaigns. On the average, we received 25-40 contacts/requests per month.

Constructed Porterville a community booth at the Porterville Fair with the purpose of highlighting the offerings of our businesses and community.

Promoted community attractions through various media outlets – ie television, radio, internet, internet radio, and print.

Continued the advocacy efforts for expansions of both Highway 65 and Highway 190.
Over 1200 community visitor packets were distributed at special events, professional conferences and club activities. The materials in these packets provide information about our community and promote our local businesses. Some of those events were: Sierra Winter Classic and Orange Blossom Classic.

Provided representation on various City Committees including Zone Ordinance, Redevelopment Advisory Committee, and Hillside Ordinance Committee.

Participated in meetings of the California Partnership for the San Joaquin Valley.

The Chamber maintained membership in the Sequoia Valley Visitor’s Council which promotes tourism for Tulare County. Our participation in this effort included supporting our President/CEO’s leadership role as the Chair of this organization. Assisted in the production of the county-wide Recreation Trails Map which included promotional information on our community.

Participated in the International Ag Expo Visitor Center to provide information and referral to visitors from around the world. Materials on Porterville were distributed. Additionally, we saw to the inclusion of Porterville lodging and restaurant sites in the Tulare County brochure and web page prepared for the Expo.

Co-sponsored, with the Employment Development Department, City of Porterville, Employment Connection, and the Employer Advisory Council, valuable and low cost employer seminars to keep local businesses up-to-date on important issues which impact their operation i.e. labor laws and compliance. The Chamber provided marketing and administrative support in addition to coordination.

Worked with the Tulare Kings Hispanic Chamber and the Tulare, Lindsay, Dinuba, Visalia and Exeter Chambers of Commerce to increase business connectivity Tulare County.

Maintained our partnership and participation in the Tulare County Workforce Investment Board Employment Connection for the promotion of workforce resources for our residents and the providing of services to businesses.

Continued the presentation of First Friday Coffee monthly events providing the opportunity for local business/organization highlighting and the presentation of community activities and other items of interest to the business public.

Presented the annual Children’s Christmas Parade in cooperation with the Rotary Club of Porterville, and the City of Porterville.

Maintained a website presence through which we receive daily requests for information about the community from individuals and businesses. Requests are received from throughout the United States and many foreign countries as well.
Facilitated a Business Missions to China and Ireland to provide the occasion for the cultural and business exchange of information and ideas. Chamber travelers visited international business sites, participated in a conference, and also enjoyed networking during the trips.

Coordinated the “School Administrator for a Day” project whereby local business representatives and community leaders were placed in education sites. This project continued to provide a unique opportunity to strengthen the relationship between business and education in our community; create a greater awareness of the educational process in Porterville; and, increase the knowledge of our educators as to the training and education necessary to secure employment in our local workforce. It is the hope of the Chamber that the insights gained by both educators and business leaders will be invaluable as schools work to meet the challenges of preparing the future workforce.

Maintained an active Government Affairs presence with the goal of advocating on behalf of business in our community. Representatives participated in the California Business Legislative Summit and also provided testimony before hearings in order to advocate for positive business legislation for our local businesses. The Chamber continued its membership in the regional Business, Industry & Government group, and also participated with the U.S. Chamber of Commerce and the CalChamber to advocate for business.

Supported the efforts of many community organizations by serving as an information center for local social, cultural, business and miscellaneous events.

Continued to support the Leadership Porterville program, a valuable project which promotes civic leadership by training and educating emerging community leaders.

Co-sponsored, with the Tulare County Office of Education and Porterville Unified School District, Porterville’s fifth COOL Night South Middle School College & Career Expo. This exciting program provides a local venue for middle school students and their parents to learn about career/vocation options, colleges and financial support, and local high schools and their campus activities. The goal is to provide students with education about and motivation to attend high school as the first step toward workforce preparedness, while also introducing them to careers and college.

Served in an advisory capacity with the development of Harmony Magnet Academy.

Participated in the City of Porterville Partners Network.

Coordinated candidate forums for various elected seats to provide the opportunity for local residents to become well-informed voters.

Worked collaboratively with the Tulare and Visalia Chambers and our state legislators to present a Town Hall Health Forum.
Continued support of the community Mural Project Committee. This project contributes to community beautification, downtown redevelopment, and tourism attraction.

Again presented an expanded and sold-out Business Showcase trade show event to promote business to business marketing in Porterville.

Presented the fifth Sierra Business Conference – an informational, educational and motivational event for business people in our area. Secured a widely recognized international presenter and recognized columnist Ruben Navarrette.

In partnership with the Porterville Police Department, introduced the Anti-Auto Theft Reward Program and continued the Anti-Graffiti Reward Program.

Held 12 monthly mixers for business networking in Porterville.

Hosted numerous local ground breaking and ribbon cutting events in the community.

Sponsored six local community blood drives.
<table>
<thead>
<tr>
<th>Ordinary Income/Expense Income</th>
<th>Nov '07 - Oct '08</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<tr>
<td>Total Advertising</td>
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<td>Total Music on Main*</td>
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<td>Budget</td>
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<td>% of Budget</td>
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<tr>
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<td></td>
<td>Nov '07 - Oct '08</td>
<td>Budget</td>
<td>$ Over Budget</td>
<td>% of Budget</td>
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<tr>
<td>Misc. Expense</td>
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<td>Rent/Temp Storage</td>
<td>870.67</td>
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<td>Retreat</td>
<td>0.00</td>
<td>2,500.00</td>
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<td>Total Salaries &amp; Wages</td>
<td>108,899.73</td>
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<td>-500.00</td>
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<td>Tulare County Fair Booth</td>
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<td>250.00</td>
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<td>Total Utilities</td>
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<td>Net Ordinary Income</td>
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<td>16,726.00</td>
<td>18,516.61</td>
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<tr>
<td>Net Income</td>
<td>35,242.61</td>
<td>16,726.00</td>
<td>18,516.61</td>
<td>210.72%</td>
</tr>
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STAFF REPORT

TITLE: DESIGN REVIEW OVERLAY 1-2009 (PORTER STREET CAR WASH)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: The applicant is requesting approval of a “D” Overlay Site Review 1-2009 to allow for the development of a full service drive-through car wash located on the northeast corner of Porter Street and Putnam Avenue (Porter Street Car Wash). The proposed project site is identified by the General Plan Land Use Map as General and Service Commercial Land and Zoned Heavy Commercial with a Design Review Overlay (C-3 (D)). The full service drive through car wash is on a .94± acre site, east of Highway 65, north of Putnam Avenue and south of the Porter Slough.

The car wash consists of three (3) single-story buildings with stone veneer columns, blue-gray stucco siding, and architecturally decorative wrought iron fencing that surround the project site. Blue window trim, a blue fascia trim, and a blue metal roof are also proposed. The Office Building is 2,160 square-feet of office space, a supply room and a reception area. The Office Building contains a store front window pane with a bronze frame. The project includes a covered porch with three (3) columns over the main entrance. In addition, two (2) stone veneer columns would face Porter Road (west elevation). The Vacuum Building is a 3,600 square-foot vacuuming canopy area with a 320 square-foot cashier and drive-through section. The vacuuming canopy is architecturally similar to the office building containing stone veneer columns and a blue metal roof. The Car Wash Tunnel building is a 4,128 square-foot car wash tunnel and mechanical room. The east elevation wash tunnel wall is enhanced with columns and architecturally decorative wrought iron fixtures. The west elevation is enhanced by eight (8) two feet by two feet (2 x 2) window openings with decorative iron covering and softened by a five (5) foot strip landscaping planter.

On June 3rd, 2009 the Project Review Committee (PRC) reviewed and found that the proposed project is consistent with the City of Porterville’s General Plan Land Use Polices and Guidelines. That the design is consistent with the requirements of the C-3 (D) Zone and other Zoning Ordinance Sections. The facility provides seventeen (17) parking spaces. Ingress/egress to the facility will be from one (1) access approach on Porter Road, and one (1) exit drive, south of the access approach. A “Loading Zone Only” access entry off of Putnam Avenue is also proposed. The project meets minimum landscaping requirements along Putnam Avenue and throughout the project. The proposed refuse and loading zone also meet Municipal Code requirements and the circulation within the facility meets Engineering standards.

The project would improve a site that has not been developed with three (3) buildings designed to include a variety of materials, architectural features, and enhanced landscaping that will improve the quality of life to the existing neighborhood and the community by promoting good design and economic development.
The project is located in a highly visible area seen from Highway 65 and is compatible with the enhanced architectural features found in other new commercial developments at the City’s freeway interchanges. This proposal would enhance the look of the community to highway motorists and would create a pleasing entry-way for the existing neighborhood.

RECOMMENDATION: That the City Council adopt the draft resolution containing findings and conditions in support of the approval for “D” Overlay Site Review 1-2009.

ATTACHMENT: Complete Staff Report
DESIGN REVIEW OVERLAY 1-2009 (PORTER STREET CAR WASH) FOR CITY COUNCIL MEETING OF JUNE 16, 2009

APPLICANT: Gary Weaver
1210 Lotas Way
Porterville, CA 93257

PROPERTY OWNER: Richard Hart
P.O. BOX 269
Porterville, CA 93257

PROJECT DESCRIPTION: The applicant is requesting approval of a "D" Overlay Site Review 1-2009 to allow for the development of a full service drive-through car wash located on the northwest corner of Porter Road and Putnam Avenue.

SIZE OF PROPERTY: ± .95 acres

GENERAL PLAN CLASSIFICATION: General and Service Commercial

ZONING CLASSIFICATION: C-3(D) Heavy Commercial/ Design Review Overlay

SURROUNDING ZONING LAND USE:

North: City C-3- General and Service Commercial
West: City R-1 - Single Family Residential subdivision, HWY 65
South: City R-3 - High Density Residential
East: City R-2 – Medium Density Residential

ENVIRONMENTAL REVIEW:

Pursuant to section 15332 Class 32 (In-fill Development- less than five acres), the proposed project is categorically exempt from the California Environmental Quality Act (CEQA).
PROJECT DESCRIPTION/ANALYSIS:

The applicant is requesting approval of a “D” Overlay Site Review to allow for the development of a full service drive-through car wash located on the northeast corner of Porter Street and Putnam Avenue (Porter Street Car Wash). The proposed project site is identified by the General Plan Land Use Map as General and Service Commercial and Zoned Heavy Commercial with a Design Review Overlay (C-3 (D)). The full service drive through car wash is on a .94± acre site, east of Highway 65, north of Putnam Avenue and south of the Porter Slough.

The car wash consists of three (3) single story buildings with stone veneer columns, blue-gray stucco siding, and architecturally decorative wrought iron fixtures. Blue window trim, a blue fascia trim, and a blue metal roof also proposed. The site would be surrounded by a six (6) feet decorative black coated wrought iron fence with the exception of the eastern property line which will separate the residential use with the commercial use with a six (6) feet high masonry wall. The Office Building is 2,160 square-feet of office space, a supply room and a reception area. The Office Building contains a store front window pane with a bronze frame. The project includes a covered porch with three (3) columns over the main entrance. In addition, two (2) stone veneer columns would face Porter Road (west elevation). The Vacuum Building is a 3,600 square-foot vacuuming canopy area with a 320 square-foot cashier and drive through section. The vacuuming canopy is architecturally similar to the office building containing stone veneer columns and a blue metal roof. The six (6) foot decorative black coated wrought iron fence will sit within the rows of the stone veneer columns. The Car Wash Tunnel building is a 4,128 square-foot carwash tunnel and mechanical room. The east elevation wall is enhanced with columns and architecturally decorative wrought iron fixtures. The west elevation is enhanced by eight (8) two foot by two foot (2’ x 2’) openings with decorative iron window covering and softened by a five (5) foot strip landscaping planter. There would be eight (8) trees planted along Porter Road. The landscaping areas on the property and in public parkway would be permanently maintained with healthy, growing plant material. A Reciprocal Use Agreement from the applicant, signed by the mayor, would be required to insure that City owned property will be maintained with landscaping and landscaping irrigation systems. This agreement will insure that the curbs, gutters, and sidewalks within the designated area would be modified and reconstructed by Putnam Investment with concrete driveways and approaches in accordance with those plans for the site improvements. The Reciprocal Use Agreement insures that Putnam Investments agrees to replace, repair and maintain as necessary the landscaping, irrigation systems, curb, gutter, sidewalk, and concrete driveways as necessary for those portions of land owned by City.

The design is consistent with the requirements of the C-3 (D) Zone and other Zoning Ordinance Sections. It is proposed that the facility would provide seventeen (17) parking spaces, one (1) space of which would be ADA accessible, two (2) spaces would be compact, four (4) would be credited as stacking at the cashier’s driveway, four (4) would be credited as stacking within the car wash tunnel, and nine (9) spaces will be credited within the vacuuming canopy. Access to the facility would be from one (1) access approach on Porter Road, and one (1) exit drive, south of the access approach. One (1) “Loading Zone Only” access entry off of Putnam Avenue is also proposed. The project exceeds all minimum landscaping requirements along Putnam Avenue, Porter Road and throughout the project. The proposed refuse enclosure and loading zone meets City Municipal Code requirements and the circulation within the facility meets Engineering standards.
ENVIRONMENTAL REVIEW:

This project is Categorically Exempt pursuant to Section 15332 of the CEQA Guidelines-construction of in-fill development (Class 32). No further environmental review is needed.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the draft resolution Design Review Overlay 1-2009 subject to conditions of approval.

ATTACHMENTS:

1. General Plan Land Use/ Zoning / Locator Map
2. Site Plan
3. Floor Plan
4. Elevations/ Color Rendering
5. N/S Corporation Noise Level letter
6. The Reciprocal Use Agreement
7. Draft Resolution

Fernando Rios
Project Planner

June 16, 2009
Date
June 2, 2009

Mr. Richard Hart
778 Putnam
Porterville, CA 93258

Re: Car Wash
    Noise Levels

Dear Mr. Hart:

Thank you for choosing NS Wash Systems for your new car wash. Our equipment is state-of-the-art and is designed to give you years of trouble-free service.

Most of the car wash equipment that produces noise is located in an enclosed Equipment Room. This includes the Reverse Osmosis Console with its motors and pumps; the air compressors; the Reclaim motor and pump; the high pressure Blaster; and the Dosatron Chemical Board. There is very little audible noise outside the Equipment Room when the doors are closed.

Within the tunnel itself, the noisiest item is the Air Dryer. The noise level depends upon the distance from the Air Dryer to the Tunnel Opening and upon the observer’s distance and angle from the tunnel opening. The noise levels are typically equivalent to traffic noise levels, and our systems normally operate within locally mandated levels without need for noise abatement measures. I have a couple of noise studies by sound engineers in our archives. I will forward one once I locate it.

If you have any questions, please call me at 310-330-1264.

Sincerely,

[Signature]
Robert Knott
Director of Engineering
RECIProCAL USE AGREEMENT

On this 29TH day of August, 2008, between the City of Porterville, hereinafter referred to as “City”, and Putnam Investments, Inc., hereinafter referred to as “Putnam”, enter into a reciprocal use agreement for ingress, and egress over and across a parcel of land lying Westerly of the West property line of Parcel Map No. 4057, in the City of Porterville, County of Tulare, State of California, as per map recorded in Book 41 of Parcel Maps, at Page 61, Tulare County Records, along the Easterly right of way of Porter Road North of Putnam Avenue.

It is hereby agreed that the existing curbs, gutters, sidewalks within this designated area will be modified and reconstructed by “Putnam” with concrete driveways and approaches in accordance with those plans for the site improvement of said Parcel Map No. 4057 as “Porter Street Car Wash”.

It is further agreed that “Putnam” will provide landscaping and landscape irrigation system within a portion of this designated area in accordance with those plans for the site improvement of said Parcel Map No. 4057, as “Porter Street Car Wash”.

“Putnam” hereby agrees to replace, repair, and maintain as necessary the landscaping, irrigation system, curb, gutter, sidewalk, and concrete driveways as necessary for those portions of land owned by City referenced above.

City of Porterville

__________________________________
Mayor

Date: ______________________________

Putnam Investments, Inc.

__________________________________
Howard W. Moy

Date: 8-29-08

__________________________________
Richard Hart

Date: 6-4-09

Notary Acknowledgment attached
State of California
County of JULARE ) ss.

On JUNE 4, 2009 , before me, KAYLEENE L. MCGUIRE , a Notary Public, personally appeared RICHARD HART

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KAYLEENE L. MCGUIRE

Signature

Print Name: KAYLEENE L. MCGUIRE
ACKNOWLEDGMENT

State of California
County of San Bernardino.

On August 28, 2008, before me, Felisha Blueia, a Notary Public, personally appeared Howard W. Mey.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Felisha Blueia

Signature

Print Name: Felisha Blueia

(Seal)

FELISHA B MEJIA
Commission # 1718513
Notary Public - California
San Bernardino County
My Comm. Expires Jan 20, 2011
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL FOR "D" OVERLAY SITE REVIEW 1-2009 TO ALLOW THE DEVELOPMENT OF A FULL SERVICE DRIVE THROUGH CAR WASH (PORTER STREET CAR WASH) FOR THAT SITE LOCATED ON THE NORTH/EAST CORNER OF PORTER ROAD AND PUTNAM AVENUE.

WHEREAS: The City Council of the City of Porterville, at its regularly scheduled meeting of June 16, 2009, reviewed the application material for the proposed full service car wash (Porter Street Car Wash) to be located on the northeast corner of Porter Road and Putnam Ave.

WHEREAS: The proposed project is Categorically Exempt pursuant to Section 15332 Class 32 of the CEQA Guidelines- construction of infill development; and

WHEREAS: Pursuant to Article 18 (Supplemental “D”- Design Review Overlay) of the Porterville Zoning Ordinance, the City Council made the following findings:

1. That the proposed project is consistent with the General Plan Land Use of General and Service Commercial and Zoning Designation, Heavy Commercial (C-3 (D)).

2. That the proposed project is consistent with the General Plans Land Use Polices and Objectives.

3. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

4. That the proposed project per Section 15332 (Class 32) of the CEQA Guidelines is Categorically Exempt.

5. That the existing facility and site is physically suitable for the type of development proposed.

6. That the designs of the improvements are not likely to cause substantial environmental damage.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve “D” Overlay Site Review 1-2009 under the Supplemental “D” Overlay Zone regulation subject to the following conditions:

1. The proposed block wall shall comply with the City Standards and Specifications.

2. The proposed block wall shall be designed to not obstruct visibility at Putnam Avenue, as determined by the City Engineer.
3. The Reciprocal Use Agreement that is agreed upon the by the applicant/agent to replace, repair, and maintain the landscaping, irrigation system, curb, gutter, sidewalk and concrete driveways as necessary for those portions of land owner by City shall be signed by the “Putnam Investment” property owners.

4. The ingress/egress at Putnam Avenue shall be utilized for loading vehicles only and not for the use of the public access.

5. Loading vehicles shall not cause obstruction to the residential neighbors or traffic when waiting for access.

6. All gates shall remain open during business hours with an exception to the “Loading Vehicle Only” access gate, which shall remain closed and locked unless being actively used for loading access.

7. A site data table shall be provided on the site plan, submitted for plan check, which clearly indicates the total building square footage, parking required, parking provided, disabled parking, landscape area required, landscape area provided, building height allowed, and building height proposed.

8. A minimum of 1 tree per every 35 feet along the Porter Road property line shall be required. Automatic irrigation systems for all landscaping shall also be required.

9. Ground mounted proposed condenser units for the proposed building shall be painted to match the propose building and be screened with landscaping of sufficient height at plant maturity to screen the units from public view, or other similar methods, sufficient to screen mechanical equipment, per the approval of the Zoning Administrator.

10. Development of the site shall be carried out substantial in conformance with approved exhibits.

11. The applicant and property owner shall sign and file one original copy of this permit with the Community Development Department of the City of Porterville.

12. All building, plumbing, electrical and fire code requirements for the type of occupancy under the proposed use must be met prior to occupancy.

13. The entire site shall be permanently maintained free of accumulated dirt, litter and in an otherwise neat and attractive manner.

14. Three blueprints of a landscaping plan of the site, including the size and specie of plants, a layout of the sprinkler system for maintaining the landscaping, and a maintenance and watering schedule, shall be submitted to the Community Development Department for approval prior to issuance of the building permit, and the approved plan shall be implemented prior to occupancy of the premises under the permit. The landscape plan shall be in accordance with the requirements of the Municipal Code. Landscaping should be of a low water demand nature. Backflow prevention devices shall be screened with plant material and located to maximize aesthetics. An automatic irrigation system incorporating time clocks and/or moisture sensors shall be installed.
15. All landscaping areas on the property and in the public parkway shall be permanently maintained with healthy, growing plant material, free from weeds, as shown on the approved landscape plan. Landscaping shall be watered in accordance with the approved maintenance and watering schedule that is incorporated into the landscape plan. At no time shall landscape areas be permitted to show lack of fresh green color or a loss of resilience due to lack of water. Lawn areas shall be mowed and maintained so that the grass does not exceed 4 inches in height, and/or does not develop seed.

**NOTE:** Clumping grasses that are meant to be left in their natural state and are not meant to be mowed, such as creeping red fescue, are exempt from this condition.

Lawn areas shall be edged to prevent grass from overhanging public or private sidewalks. Litter and plant trimmings shall be removed from the site within one week of date of notice by Community Development Department. Dead or dying plant material shall be replaced within one month of notice by Community Development Department.

Failure to comply with this condition is a public nuisance and is subject to the adopted Citation Ordinance of the City of Porterville.

16. The number of backflow prevention devices to service the development shall be minimized. All backflow prevention devices shall be shown on the site plan and the landscape plan that are submitted for building permit.

All backflow prevention devices shall be partially or completely screened from view of the public street. The location of each backflow prevention device and the method and extent of screening shall be approved by the Community Development Department in consultation with the Public Works Department and the Fire Department. Screening methods may include: Installation of shrubs or other plant material; Placement in a valve pit; Placement adjacent to a trash enclosure or cart storage area; Placement behind a building.

The location of fire suppression devices shall be subject to approval of the Fire Department.

A public utility easement shall be provided for the water line lateral serving each backflow prevention device or fire suppression device. The property owner shall submit a recent copy of an appropriate policy of title insurance, together with legal descriptions, closure calculations and sketch to the Engineering Division of the Public Works Department with applicable fees so that the staff may proceed with the preparation of the legal documents.

Where landscape screening is proposed or required, it shall be installed in accordance with the approved landscape plan. Landscaping shall be maintained in accordance with the standard condition entitled "Landscape Maintenance."
17. All landscaped areas which are located within or adjacent to parking or vehicular traffic areas shall be protected from vehicular traffic by the installation of Portland Cement concrete curbing.

18. Boundaries of landscaped areas, not adjacent to parking or vehicular traffic areas, shall be delineated either by concrete or redwood header board, as determined at the time of the review of the landscape plan.

19. The parkway shall be landscaped with grass, other live landscaping material, or shall be improved with materials approved by the Public Works Department.

20. Each trash receptacle shall be stored in an enclosure. The final development plan submitted for the building permit shall specify size and location of all trash collection areas and the enclosure shall be constructed in accordance with the approved plan. The location shall be approved by the Community Development Department and the Public Works Department. The size and construction specifications of all enclosures shall be approved by the Public Works Department in accordance with their standard specification drawing and shall include the following: concrete pad with masonry block walls a minimum of 6 feet in height and constructed with gates of a solid material.

21. Mechanical equipment located on the roof shall not be allowed. Buildings mechanical equipment shall be located on the ground level and be completely screened. The height of the screening shall be as high, or higher, than the top of the mechanical equipment. The screening may be provided by an architecturally designed screen wall of solid material surrounding the equipment, or additional landscaping.

22. The height of a fence or screening wall shall be measured from the highest point of land on either side of the wall or shall be measured at the building pad, if the building pad is higher than the ground elevation on either side of the wall.

23. The developer shall comply with the City of Porterville standard dust control measures during all earth moving activities.

After the completion of the clearing, grading, or excavation phase, the entire area of disturbed soil shall be treated to reduce wind pick up of the soil. This may be accomplished by any one of the following methods:

a. The seeding and watering of the site until such time as the ground cover has taken root.

b. The spreading of soil binders.

c. The wetting down of the area in such a manner as to create a crust on the surface and the repeated soaking of the area is necessary, to maintain the crust and reduce soil blowing.
During the construction phase of the project, water trucks or sprinkler systems shall be used to keep all areas of vehicular movement damp enough to reduce dust raised from leaving the site. As a minimum, this shall include the wetting down of such areas in the late morning hours and at the close of each day's activities. Increased watering frequency shall be required whenever there are high wind conditions.

The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to reduce the transport of dust off-site. This person's duty shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such person shall be provided to the City of Porterville Community Development Department office.

24. Surface drainage shall run to any of the following, or combination thereof: an alley, public drainage way, or to one or more sumps upon the property and then drain through pipes under the sidewalk to the public right-of-way in accordance with specifications of the Public Works Department. A grading plan shall be submitted to and approved by the Community Development Department prior to paving.

25. Any graffitii on the property shall be promptly painted out. If the problem persists, as determined by the Community Development Department, a plan for preventing recurrence shall be submitted to the Community Development Department for review and approval, and shall be implemented as approved. Suggested anti-graffiti measures include the use of vertical landscaping or vines along affected wall surfaces, and/or the use of anti-graffiti paint.

26. The street address(s) for the buildings, suites, and property shall be determined and assigned by the Building Department in conjunction with the Fire Department.

27. Signs shall require a sign permit, prior to installation. Signs shall meet the requirements of the City Sign Code. Proposed sign shall not obstruct vehicular visibility at the proposed driveways and Putnam Avenue, as determined by the City Engineer.

28. All new public utility services, including electrical, telephone and community television antenna services, shall be placed underground in accordance with City requirements.

29. A City business license is required, for the operation of the proposed facility, prior to final inspection of the building permit.

30. The requirements of the City's performance standards with respect to odor, noise, smoke, vibration and discharge of liquid and solid waste shall be maintained.

31. The noise generated by this use shall not exceed the limits established by the Noise Regulations of the City of Porterville and State of California.
32. Eight (8) parking spaces are required. The off-street parking area and access shall be paved and striped in accordance with City parking standards.

33. The project shall be developed in accordance with the architectural elevations received for City Council Review, attached hereto and incorporated as Exhibit(s) 4 and 5. The materials and color palette shall have a variety of colors and materials consistent with the projects' overall theme and architecture. The project shall be developed in accordance with approved exterior materials and color. Prior to making any modification of exterior materials and colors, plan and or color samples showing the proposed modifications shall be submitted to the Community Development for approval, and any modifications shall comply with the approved plans and/or color samples.

34. All utilities/ maintenance doors shall be painted to match the proposed buildings.

35. The site plan shall incorporate elements that ensure safe pedestrian access from the parking areas to the proposed buildings. Specifically, the site plan shall include defined pedestrian walkways, visible to drivers, from the parking areas to the proposed building(s).

36. Construction activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday.

37. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans, Standard Specifications for Public Works Construction (2000 Edition), Standard Plans and Specifications (Rev. 8-20-02), the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.

38. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.

39. The developer/applicant shall comply with Appendix J, “Grading” of the 2007 California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect.

40. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.

41. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the California Building Code.
42. The developer/applicant shall construct and/or repair street, alley, curb, gutter, sidewalk, etc. along the full frontage of the parcel except where they exist and are in good condition in the opinion of the City Engineer (Ord. No. 1306).

43. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). Staff is requesting that the parking lot be designed to convey water to the City drainage system without crossing driveways.

44. The developer/applicant shall have a registered Civil Engineer or Land Surveyor prepare and submit a Parcel Merger that will merge property lines to meet the requirements of all applicable codes. The Parcel Merger shall be approved prior to the issuance of a building permit.

45. The developer/applicant shall provide streetlights on Marbelite poles following Southern California Edison Company specifications, as approved by the City Engineer. Do not use wood poles without prior written approval of the City Engineer. Proposed streetlights shall be shown on the plans with spacing not to exceed 160’ between streetlights.

46. The developer/applicant shall design and improve the parking lot in conformance with Section 2206 and 2211 (Exhibit A) of the Zoning Ordinance.

47. The developer/applicant shall comply with Section 2611 of the Zoning ordinance and Section 20-1.3 of the City of Porterville Municipal Code as it relates to locations of fences along the perimeter of the property and within the public right of way. The developer plans to totally enclose the site with a 6-foot high fence. The 6 foot high fence along Porter Road shall be located at property line or within private property. A 6-foot block wall is required along the east property line. The 6-foot high block may not extend into the Putnam Avenue 20-foot front yard setback. A 42-inch high block wall with a 30-inch high wrought iron fencing on top will be allowed from a point 10 feet north of the Putnam Avenue property line and the 20 foot front setback line. A 42-inch high block wall may extend to the property line or to the back of walk with an approved City Encroachment Agreement.

48. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (For example, foundations, septic tanks, irrigation pipes, etc.).

49. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Department, and providing the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
50. The developer/applicant is advised that he/she is obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity will be required (except operations that result in disturbance of less than one acre of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.

51. The developer/applicant shall assure compliance with applicable San Joaquin Valley Unified Air Pollution Control District Rules (e.g., Numbers 8010, 8020 and 8030), regarding fugitive dust by obtaining a Dust Control Permit, as well as Section 7-8, Project Site Maintenance of the Standard Specifications. The developer/applicant shall provide a street sweeper as necessary to comply. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection. The improvement plans shall show a designated wash out area for concrete trucks, and a sign designating it as such. The developer/applicant shall remove and properly dispose of waste concrete deposited in this area.

52. San Joaquin Valley Air Pollution Control District (District) Adoption of Rules 9510 and 3180 – Indirect Source Review (ISR) Rules

Effective March 1, 2006, the San Joaquin Valley Air Pollution Control District will enforce the Indirect Source Rule (ISR). ISR applies to projects that are at least:

- 50 residential units
- 2,000 square feet of commercial space
- 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of medical or recreational space
- 25,000 square feet of light industrial space
- 39,000 square feet of general office space
- 100,000 square feet of heavy industrial space
- Or, 9,000 square feet of any land use not identified above.

Projects that meet the above thresholds but are found through the application process to have mitigated emissions of less than two tons per year each of nitrogen oxides and PM10 (particulate matter 10 microns and smaller) will not be subject to the emission-reduction requirements of the rule.

A) It is the applicants’ responsibility to file an application (found at http://www.valleyair.org/ISR/ISR.htm) with the District. The application must be filed with the District no later than concurrent with an application for final discretionary approval with a public agency. An application may be filed with the District prior to applying for a final discretionary permit from the local agency, at the discretion of the applicant. This timing was included in the rule so that applications filed with the District would not interfere with the local agency development approval process and so that local agencies could consider the benefits of the ISR program emission reductions in their environmental documents.

The District recognizes the land use authority of local land use agencies and will not impose any design requirements upon ISR projects.

C) ISR applicants can take credit for those measures that are required by the local agency or included in the design of the project that have a quantifiable air quality benefit. ISR applicants can also take emission reduction credit for those measures that are not required by the local agency, but have been voluntarily identified by the applicant.

D) The District will be responsible for enforcing compliance for those measures identified by the applicant that are not required by the local agency and do not affect the design or construction standards. Examples of District enforced measures are operational measures such as businesses offering transit subsidies to employees and transportation demand management programs. The District will enforce those measures through a Monitoring and Reporting Schedule (MRS).

E) The District will notify the local agency when a project’s application is deemed complete, and when it is approved. The District will send copies of the preliminary and finalized MRS to the local agency for voluntary review for consistency with local regulations and programs.

F) If the local agency, or applicant or district determines that a measure on the MRS is not consistent with local agency regulations and programs, that measure will be removed from the MRS and the project will be re-assessed.

G) The District will provide a letter of rule compliance status to the local agency upon request.
H) The ISR Rules and Program does not place any requirements upon the agency.

For more information regarding the Indirect Source Rule, please contact the San Joaquin Valley Air Pollution Control District at (559) 230-6000. The Central Region office in Fresno is leading the ISR enforcement.

53. The developer/applicant shall comply with Ordinance No. 1636 regarding Waste Water Discharge requirements and shall complete and submit the following:

Wastewater Discharge Permit Application, Part “A”; and if monitoring is required, based on the responses to questions in Part “A” of the Wastewater Discharge Permit, then the developer/applicant shall complete and submit the remainder of the application along with the Permit Fee, and provide monitoring facilities to allow inspection, sampling, and flow measurement of the flows in the sewer and drainage system.

54. The developer/applicant shall install a refuse container enclosure which will accommodate solid waste and recyclable materials removal or collection according to City standards (Sec 13-15). The developer/applicant shall also sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot. The enclosure as shown on the plans is acceptable to the Public Works Department. The enclosure location is to be approved by City prior to issuance of building permit. The enclosure should be oriented for direct pick up.

55. The developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system would be beneficial for monitoring actual water usage. The City will monitor actual water usage for one year and will bill the owner the impact fees based on the actual water usage.

The developer/applicant shall design on-site water systems meeting the requirements of California Plumbing Code and Fire Code. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.

56. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

57. The developer/applicant shall comply with Ordinance No. 1636 regarding Waste Water Discharge requirements and shall complete and submit the following:

a. Wastewater Discharge Permit Application; and
b. Payment of Permit Fee, if applicable.
If monitoring is required, based on the responses to questions in the Wastewater Discharge Permit, then the developer/applicant shall provide monitoring facilities complying with City standards to allow inspection, sampling, and flow measurement of the flows in the sewer and drainage system.

58. The owner/applicant shall incorporate areas of public right-of-way between the back of sidewalk and property line into the site landscape areas. Landscape planting of the right-of-way areas shall be consistent with the site landscaping.

59. Submit three (3) complete sets of plans, signed by a licensed Architect or Engineer, to include two (2) sets of energy calculations and structural calculations.

60. Compliance with access laws (both State and Federal) is required.

61. Compliance with all applicable codes is required.

62. Plan check fees are required at the time of building permit submittal.

63. Soils compaction test shall be required.

64. School Development fees and all other City fees are due at the time of building permit issuance.

65. Restrooms and main entrance must comply with ADA access laws.

66. All construction offices, storage containers, etc. for temporary use must receive City Council approval.

67. Signs require separate permit.

68. Oil and Sand interceptor required.

69. One Van ADA parking space required (17’ X 18’).

70. “B” Occupancy 1 hr construction required

71. ADA ramp required at access to covered patio waiting area.

72. NO DEFFERED ITEMS

73. The developer/applicant shall pay all fees according to the Municipal Code and State Law.

74. A Knox box will be required. Gates will also be required to have Knox locks installed. An application may be obtained from the Fire Department.
Cameron Hamilton, Mayor

ATTEST:

John Lollis, City Clerk

By ________________________________

Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: AWARD OF CONTRACT – RECLAMATION AREA LEASE

SOURCE: Public Works Department - Engineering Division

COMMENT: On April 7, 2009, Council directed Public Works to solicit proposals from experienced farming entities for the lease of the City’s Reclamation Area. The lease consists of 694 acres of which 630 acres is leveled and under irrigation.

On May 20, 2009, Public Works received three proposals from local farming entities. The proposals were discussed in detail with the Reclamation Area Subcommittee and rated by staff members of the subcommittee. The proposers, average score and rank are as follows:

<table>
<thead>
<tr>
<th>Farming Entity</th>
<th>Average Score</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Perigo Roadsiding</td>
<td>95.0</td>
<td>1</td>
</tr>
<tr>
<td>Terra Bella, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nuckols Farming</td>
<td>85.25</td>
<td>2</td>
</tr>
<tr>
<td>Porterville, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.C. Sheets Farming</td>
<td>81.0</td>
<td>3</td>
</tr>
<tr>
<td>Terra Bella, CA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The lease agreement was structured such that a properly submitted proposal simply listed the proposer’s per acre lease amount. **Rick Perigo Roadsiding** submitted a $130 per acre proposal which equates to $90,212.20 on the full 693.94 acres.

**Nuckols Farming** submitted a $28.82 per acre proposal which equates to $20,000 on the full 693.94 acres. In addition, Nuckols Farming identified two projects requiring construction attention. Nuckols Farming offered to construct containment berms and laser level the perc ponds at no cost to the City but, in his opinion, had a monetary value of $50,000. The evaluating committee did not consider or accept the 2nd half of Nuckols Farming’s proposal. The City’s RFP was not structured nor was there any representation by the City that "labor & equipment" in lieu of cash would be acceptable.
Jeff Sheets Farming did not provide a “cost per acre” amount in his proposal. Instead, Jeff Sheets Farming proposed 15% of gross returns less harvest costs plus payment for managing the effluent water plus payment for non-crop weed abatement. Jeff Sheets Farming’s proposal while intriguing, had too many unknowns to accurately calculate the lease payment. Based on information available, staff calculated that Jeff Sheets Farming’s proposal would result in an **annual $14,500 to $41,000 payment to** Jeff Sheets Farming.

As a brief overview, the City has taken a new direction with regards to how it manages effluent, crop and non-crop activities. In years past, the City contracted and paid a private farmer to manage these activities. The City collected all revenue generated from the farming operation and used this revenue to pay for all crop and non-crop reclamation area activity. When expenditures exceeded revenue, funds from the wastewater treatment plant fund were used to cover remaining costs.

The Reclamation Area Lease Agreement advertised under Council direction places all crop and non-crop activity in the hands of the farmer. The farmer, as a condition of the “contract”, agrees to tend to all farming operations, maintain and adhere to all regulatory requirements as promulgated by the Regional Water Quality Control Board and agrees to operate and maintain the City’s Percolation Ponds. In turn, the City agrees to lease the 694 acres for a period not to exceed five (5) years at a price offered by the successful proposer. All revenue generated from the farming operation remains with the farmer.

The proposals indicated that the start date on the lease agreement would begin on July 1, 2009. In hindsight, a better start date would be June 17, 2009 so that there is no lapse between the award of the lease agreement and the physical activity required of a working farm. Staff recommends that the lease agreement effective date be June 17, 2009.

**Recommendation:** That the City Council:

1. Accept Rick Perigo Roadsiding’s proposal of $130 per acre, $90,212.20 for 693.94 acres as the top proposal;

2. Approve the lease agreement between the City of Porterville and Rick Perigo Roadsiding; and

3. Authorize the Mayor to sign a five (5) year lease agreement with Rick Perigo Roadsiding and stipulate that the lease agreement start date shall be June 17, 2009 and the lease agreement end date shall be June 16, 2014.

**ATTACHMENT:** Reclamation Area Lease Agreement
City of Porterville Reclamation Area Lease Agreement
Porterville, CA

(City of Porterville - ________________, Lessee)

THIS AGREEMENT, is executed in Porterville, California, on 2009, (herein after “Execution Date”) by and between the City OF PORTERVILLE, (hereinafter “Lessor”), and ________________, (hereinafter “Lessee”).

WITNESSETH:

WHEREAS:

1. THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto expire

2. THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto allowed parties to farm Reclamation Area property for the specific purpose of dispersing effluent from THE CITY wastewater operations to irrigate crops not used for human consumption; and

3. Lessee has acknowledged it is capable of such farming and operational management of the Reclamation Area, and dispersion of effluent on the City land; or contracted land.

4. THE CITY desires to contract with Lessee for these purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises
   1.1. The Premises is defined as the area leased to Lessee for the purposes of this Agreement and further described in Provisions herein below.
   1.2. As of January 1, 2009 the Premises is described as “The Reclamation Area” on Exhibit A and includes:
       1.2.1. Parcel 1: APN 302080011 Airport 160 A - D
       1.2.2. Parcel 2: APN 302110059 City Lease Purchase East 40
       1.2.3. Parcel 3: APN 302100013 City Lease Purchase West 129
       1.2.4. Parcel 4: APN 302130028 City 46
       1.2.5. Parcel 5: APN 302130008 Underhill West 80
       1.2.6. Parcel 6: APN 302130007 Underhill East 75
       1.2.7. Parcel 7: APN 302130019 Hunsaker West 79
       1.2.8. Parcel 8: APN 302130021 Hunsaker East 84
   1.3. For operational purposes, Exhibit B divides the Premises into portions identified as Field Numbers 5N; 5S; 7; 8; 9; 10; 27; 28; 29; 30; 31; 32; 33; 34; 35; 46; 160A, B, C, & D;
   1.4. Exhibit A and B are attached hereto and by this reference incorporated herein.
   1.5. The City makes no covenants or warranties regarding the condition of the Premises, the soils thereon, the effluent, or the improvements and appurtenances thereto.
   1.6. Lessee has inspected the Premises and improvements thereon, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and/or patent.
   1.7. The City shall have the right to reduce or expand the acreage of the Premises and remove or add to this area for Lessee’s use.
City of Porterville Reclamation Area Lease Agreement
Porterville, CA

1.7.1. At least 90 days prior to reduction or enlargement of the lease area, the City shall provide Lessee written notice stating:
   1.7.1.1. The effective date of the reduced or enlarged area.
   1.7.1.2. A description and drawing that identify the reduced or enlarged area and remaining lease area.
   1.7.1.3. A revised rental rate to begin the effective date.
   1.7.1.4. A request to meet with Lessee to provide additional information.

1.7.2. Lessee shall have 60 days from the date of the City’s written notice to terminate this Agreement by providing written notice to the City and if so terminated:
   1.7.2.1. Lessee’s date of termination shall be the same as the effective date.
   1.7.2.2. Lessee shall have the right to harvest existing crops within the Premises through the 90 day to the effective date of the notice to terminate.
   1.7.2.3. Lessee shall be required to pay the rent due within the 90 day period in the manner described in Paragraph 5 herein below, but said payment shall be pro-rated for the number of days after that last rent payment (either April 1st or October 1st) to the effective date of termination.
   1.7.2.4. Upon such early termination, the City shall pay to Lessee, or credit Lessee’s last rent payment, the market value of any improvements made or put upon said premises by the Lessee in accordance with Section 68 of the City Charter.

2. Off-Premises and Basement Areas
   2.1. Lessee is responsible for delivering effluent to property outside of the Reclamation Area (Off-Premises), in accordance with the City’s existing and future agreements with other parties.
   2.2. Lessor shall also permit Lessee the non-exclusive right to use existing roads on Section lines and quarter Section lines on the Premises.
      2.2.1. Lessor and Lessor’s easement holders and invitees may also use said roads for vehicular traffic.
      2.2.2. Lessee shall not remove said roads and shall keep said roads open and maintained to allow two-wheel drive travel.
   2.3. Lessee is aware that various easements cross the Premises and that from time to time easement holders have the right to enter the Premises, conduct their operations, and may temporarily hinder Lessee’s operations.
   2.4. Lessee has inspected the farm connection road, dirt roads, easement areas, and other off-Premises areas that Lessee may use or benefit from, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and/or patent.

3. Purpose
   3.1 The purpose of this Agreement is for Lessee to reuse and disperse the wastewater from the City exclusively on the Premises in order to irrigate and farm the Premises.
      3.1.1 The City effluent is controlled by the California Region Water Quality Control Board (CRWQCB) Waste Discharge Requirements (R5-2008-0034).
      3.1.2 Lessee shall not farm or grow crops to be used for human consumption.
      3.1.3 No grazing of dairy cows shall be permitted on the Premises.
   3.2 Lessee shall not use the Premises or effluent for any other purposes, except as provided elsewhere in this Agreement.
4. Term
   4.1. The term hereof shall commence on December 1, 2009 and terminate on June 30, 2014.
   4.2. The Lease shall be for five (5) years.
   4.3. Early termination of the Agreement may be instituted by:
       4.3.1. Lessee, by providing to the City written notice at least 90 days prior to the new
date of termination.
       4.3.1.1. In such case Lessee shall pay to the City rent for the remaining 90 days.
       4.3.1.2. Lessee shall continue to farm and disperse effluent and abide by the terms as
stated in this Agreement through the noticed date of termination.
   4.3.2. The City, by providing to Lessee written notice 30 days prior to the new date of
termination if:
       4.3.2.1. Lessee has demonstrated reckless or dangerous operations on the Premises
and has not corrected those operations immediately upon written notice by
the City, or.
       4.3.2.2. Lessee assigns or sublets any portion of the Premises without written
permission by the City.
   4.3.3. The City, by providing to Lessee written notice at least 90 days prior to the
new date of termination.
   4.3.3.1. Upon such early termination, the City shall pay to Lessee, or credit Lessee’s
lasts rent payment, the market value of any improvements made or put upon
said premises by the Lessee in accordance with Section 68 of the City
Charter.
   4.3.3.2. After the new termination date described in the 90 day notice, Lessee
understands that the City will not be required to recompense Lessee for any
losses of income or damages incurred by Lessee in such instance.
   4.3.4. Mutual written agreement of both parties.

5. Rent and Payment Requirements
   5.1. Beginning December 1, 2009, Lessee shall pay to the City, in lawful money of the United
States, an annual rental in the amount of _______ ($/acre) for Lessee’s use of
the Premises and effluent water.
   5.1.1. At least fifty percent (50%) of the annual rental amount shall be paid prior to
July 31 of each year with first payment due July 31, 2009.
   5.1.2. The remainder of the annual rent, to equal 100%, shall be paid prior to
December 31 of each year.
   5.1.3. Payments later than 7/31 and 12/31, respectively, shall be assessed a late fee of
one half of one percent (.005 time 50% of the annual rent) per day through the
day the required payment is made.
   5.2. Rent shall be paid by check made out to City of Porterville and mailed or delivered in
person to the City of Porterville, 291 Main Street, Porterville, CA 93257.
   5.3. As security for this Lease, Lessee must provide an Irrevocable Letter of Credit, equal to
6 months rent, as shown on Exhibit C which is attached hereto and by this reference
incorporated.
   5.4. The cost of work or improvements done by Lessee outside the scope of Paragraph 8,
may only be deducted from the next scheduled payment if:
   5.4.1. The work is performed at the request of the City;
   5.4.2. The City has given prior written approval to a written estimate provided by
Lessee for the not to exceed cost of work or improvements; and
5.4.3. Upon completion of the work or improvements, Lessee provides the City with an invoice of the final actual cost amounts, including units and cost per unit as appropriate.

6. Operations
6.1. Lessee shall conduct all operations according to good farm husbandry practices.
6.2. Lessee shall manage operations in compliance with all applicable federal, state, and county laws, regulations and ordinances, including local water board discharge requirements and the local air district rules.
6.3. Lessee shall conduct operations in a business-like manner and not harm or degrade the City and its operations.
6.4. Lessee shall not do or permit any act or thing that constitutes a nuisance by the City either on or off the Premises.
   6.4.1. Lessee shall take immediate action to correct any such nuisance discovered by Lessee or through notification by the City within three (3) days of discovery or notification.
   6.4.2. Lessee shall promptly perform the correction efforts in a manner to prevent its reoccurrence.
6.5. Each year, upon notification by the City, Lessee agrees to meet with representatives of the City to discuss operation of the farm and plans for the next calendar year and submit for approval a rolling 5 year cropping plan.
6.6. By the 10th of the applicable month, the Lessee shall provide monthly, quarterly, and annual (due January 10th) reports for each field on nitrogen applications and removal, water uses and crop data as required for the Waste Discharge Requirements (WDR) reporting.
6.7. In addition to the terms and provisions provided herein, and unless otherwise stated in this Lease, Lessee shall be required to perform all obligations as set forth in the “Reclamation Area Lease – Request for Proposal”, which is attached hereto as Exhibit D and fully incorporated herein by reference.

7. Improvements
7.1. Lessor does not warrant or guarantee the safety, condition, or effectiveness of the improvements on the Premises.
7.2. Existing improvements owned by the City and available for use by the Lessee include:
   7.2.1. Pressurized pipeline and appurtenances
   7.2.2. Percolation Ponds and Fencing
   7.2.3. Storage Yard
   7.2.4. One-third (1/3) interest in an Irrigation Well
   7.2.5. Three (3) Irrigation Wells without Pumps and not connected to an irrigation system
7.3. Lessee, at its sole cost and expense, may alter, add to, and replace, remove, or demolish any part of the improvement for or in conjunction with efficient and prudent farming operations and dispersal of effluent, with prior written approval from the City.
   7.3.1. Alterations include changes to the physical land such as removing, adding; or significantly changing ditches, embankments, ponds, and reservoirs as well as drilling and major trenching.
   7.3.2. Additions include construction or installation of new buildings, structures, checks, weirs, levees, culverts, roads, head gates, wells, and fences.
7.3.3. Repairs and replacements include those for fences and above and underground pipes and valves and pumps.

7.3.4. Demolishment includes partial or entire destruction and/or removal of any improvements such as fences, posts, structures, etc. and Lessee understands that Lessee shall be solely responsible to properly remove and dispose of such demolished material.

7.4. Such alterations, additions, replacements, removals, or demolishment described or implied in Paragraph 7.3 herein above shall only occur after written approval is provided by the City for the specific action to be taken and Lessee has received all other approvals by any governing or regulatory body that exercise control for such changes.

8. **Upkeep and Property Management**

8.1. Lessee shall be responsible for the general upkeep and maintenance of the Premises.

8.2. **STANDING WATER:** Lessee shall grade, level, drain and otherwise maintain the Premises in a manner to level any low areas in order to prevent standing and stagnating water on the Premises.

8.3. **STORM WATER:** Lessee shall properly manage and/or dispose of any storm water entering the Premises.

8.4. **TRASH:** Lessee shall be responsible for regular and prudent trash, debris, weed, and brush removal from the Premises.

8.5. **ROADS:** Lessee shall maintain and keep all roads on the Premises, and the farm connection road stated in Paragraph 2 herein above, in good condition and repair and at proper elevation and compaction to limit erosion and provide reasonable two-wheel drive travel.

8.6. **EARTHEEN IMPROVEMENTS:** Lessee shall maintain and keep in good condition and repair all ditches, sumps, ponds, reservoirs, and embankments in order to keep the ditches, sumps, ponds, reservoirs, and embankments watertight.

8.7. **WEEDS:** Lessee shall remove weeds, trash, and debris from and near all ditches, sumps, ponds, reservoirs and embankments, roads, wells, pump stations, and irrigation structures.

8.8. **EFFLUENT WATER DISTRIBUTION SYSTEM:** Lessee shall at his expense, maintain and keep in good condition and repair existing aboveground and underground water distribution system, which includes pipelines, risers, and valves required for proper irrigation.

8.9. **PUMP/MOTORS:** Lessee shall at his expense, maintain, repair, replace, or add pumps/motors used at the irrigation wells, tail water sumps and elsewhere on the Premises after first receiving specific written approval from the City.

8.10. **RODENTS:** Lessee shall make frequent and reasonable efforts to minimize ground squirrel population on the Premises.

8.11. **FENCES AND GATES:**
   8.11.1. Lessee shall promptly maintain and repair all fences and gates on or that borders the Premises and shall hold the City free and harmless from any liability or loss sustained by Lessee due to trespassers on the Premises.
   8.11.2. The City shall replace gates and any sections of fence it deems necessary.

8.12. **NON-CROP AREAS :**
   8.12.1. Lessee shall remove weeds, trash, and debris from and near Percolation Ponds.
   8.12.2. Lessee shall maintain and keep in good condition and repair embankments in order to keep the sumps, ponds, and ditches watertight.
8.12.3. Lessee shall conduct farming and non-crop activities as to comply with all air pollution control standards, and to minimize dust.

9. **Hazardous Waste and Chemicals**
   9.1. Lessee shall not use the Premises to dump gas, oils, dairy waste, chemicals or other hazardous waste and shall contact the City immediately if such a release occurs or is found.
   9.1.1. Any such release shall be the sole responsibility of Lessee.
   9.1.2. Lessee shall be responsible to clean up and cure such release in a timely manner.
   9.2. Lessee shall only use chemicals that are reasonable and typically used for farming operations, weed control, and pest control.

10. **Electricity**
   10.1 Lessee shall be responsible to pay all utility costs for pumps and motors used on the Premises.
   10.1.1. Lessee shall make all utility payments promptly and stay in good standing with the utility company.

11. **Water**
   11.1 Lessee shall control the flow, reuse, and dispersal of all effluent supplied by the City year round as surface water onto the Premises in a prudent and efficient manner to farm the Premises unless provided specific allowance by the City in writing to disperse portion of the wastewater elsewhere.
   11.1.1. Lessee understands that the City production of effluent may vary significantly but may produce up to 7 million gallons of effluent per day.
   11.1.2. Notwithstanding Paragraph 11.1.1 herein above, Lessor expects the typical effluent produced on the Execution Date to be approximately 5 million gallons per day although Lessor does not guarantee any specific amount of wastewater suitable for irrigation and shall not be liable for any damages to crops due to insufficient, excess, or oil or chemical contaminated wastewater.
   11.1.3. Lessee agrees that the City may decrease or increase the gallons per day of effluent and also agrees to manage any such decreases and increases and to utilize all the effluent on the Premises.
   11.2 As required by WDR, Lessee shall provide to the City a written report that shall identify the source of all water and the volume of water in acre feet used on each field.
   11.2.1 Lessee may supplement the effluent with well water from the Premises or other water sources that have first been approved in writing by the City.
   11.2.1.1 Lessee shall provide a written report that provides the amount of supplemental water (water not supplied by the City) used and dispersed by the Lessee on the Premises.
   11.3 Water from existing or new wells on the Premises shall only be used on the Premises for the purposes of this Agreement and shall not be dispersed or sent off the Premises.
   11.4 The City does not and shall not supply potable or drinking water to the Premises.
   11.5 The City may enter into an Agreement with other property owners for the expressed purpose of providing effluent for irrigation.
12. Crops
   12.1. Lessee shall use the Premises and effluent to irrigate the farm, grow and harvest non-
   human consumable crops, and maintain an agronomic nitrogen balance with the
   effluent and bio-solids applied to farmed area.
   12.2. In the third quarter of each calendar year of this Agreement, Lessee shall, if notified
   by the City, meet with the City to discuss operation of the farm for the next calendar
   year.
   12.3. Lessee shall have the right to harvest all existing crops up to the date of expiration or
   termination of this Agreement and shall leave the Premises in good condition.
   12.4. Lessor shall not be liable for any crop loss sustained by Lessee for any reason.
   12.5. As required by the WDR, Lessee shall provide tissue analysis results and crop yield
   for each field to the City at Lessee’s expense.

13. Biosolids, Fertilizers, and Soil Amendments
   13.1. Lessee shall use biosolids and soil amendments on the Premises in accordance with
   good farming practices, and schedules provided.
   13.2. Lessee shall not accept or allow any placement of biosolids, sludge, septage, or similar
   materials on the Premises from parties other than Lessor and Lessee shall notify Lessor
   immediately of any unauthorized placement.
   13.3. As required by the WDR, Lessee shall provide to the City a written report that states
   the pounds of nitrogen and any other materials applied to each field over the previous
   calendar year.
   13.4. The five year biosolids application and management plan shall be followed.
   13.5. An Amendment to the biosolids management plan shall be updated annually.
   13.6. The Lessee will provide the City with all relevant information required verifying
   compliance with the approved plan for reporting to the governing agencies (CRWQCB
   and US EPA) by January 15 of each year.
   13.7. As required by the WDR, Lessee shall provide the City with soil analysis results at
   Lessee’s expense.

14. Percolation Ponds
   14.1. The City owned percolation ponds are to be operated and maintained at the lessee’s
   expense.
   14.2. The ponds are available for use by the Lessee at all times provided less than 50% of all
   effluent delivered annually to the reclamation area is percolated in the ponds.
   14.3. The ponds shall not be operated in such a manner as to have, or threaten to have a
   negative impact upon the Teapot Dome landfill from rising ground water levels.
   14.4. The pond bottoms shall be kept open and free of weeds, algae, noxious odors, or other
   such nuisances.
   14.5. Rodent control is the responsibility of the Lessee, in order to avoid breaching of levees
   and/or loss of the pond embankments.
   14.6. Lessee must provide mosquito abatement in all pipes, ponds, and other collection areas
   of the percolation ponds.
   14.7. As required by the WDR, Lessee shall provide to the City a written report that states
   the amount of effluent in acre feet that was disbursed to the percolation ponds.

15. Security
   15.1. Lessor does not supply security for the Premises and Lessees operation thereon.
15.2. Lessor does not warrant that the fences and gates within or around the Premises will prevent trespassers.
15.3. Lessee shall keep all gates closed and locked when not in use during the day and closed and locked during the night.

16. Health and Notice
16.1. Lessee shall notify its employees, sub-contractors, and visitors to the Premises that the irrigation water used on the Premises is treated wastewater and is not to be used for drinking or other human consumption and to follow good hygiene practices.
16.2. This notification shall be documented and signed and dated by all Lessee’s employees, sub-contractors, and visitors to the Premises and such documentation shall be kept on file with Lessee and shall be presented to the City if requested.
16.3. Lessee shall provide for all employees who work at the Premises immunization in accordance with any requirements of the Tulare County Health Department.
16.4. Lessee shall comply with all rules and regulation regarding mosquito control on the Premises and shall bear any and all costs regarding mosquito abatement on the Premises.

17. Inspection and Testing
17.1. Lessee shall allow:
   17.1.1. The City, the county of Tulare, the State of California, or any other regulatory agency to enter onto the Premises to visit the Premises and to perform any soil, air, water or other tests and samplings
   17.1.1.1. Such testing shall be performed in a reasonable manner to minimize any damage to crops.
   17.1.1.2. Lessee is aware that such testing could result in partial or complete termination of Lessee’s farming operation on the Premises.
17.1.2. The City, the county of Tulare, the State of California, or any other regulatory agency to install monitoring wells on the Premises.
17.1.2.1. The City shall recommend that the agencies work with Lessee to install such wells in locations to minimize hindrance or damage to Lessee’s farming operation, but makes no guarantee of locations.
17.1.2.2. Lessee is aware that such testing could result in partial or complete termination of Lessee’s farming operations on the Premises.
17.2. Lessee shall provide to the City a copy of any reports involving test of soil, air, crops, or water within the Premises performed by or for Lessee immediately after receipt of such reports by Lessee.

18. Discharge of Claims, Liens, Taxes
18.1. Lessee shall discharge or provide for the discharge of all claims that it has authorized or incurred for labor, materials, and supplies furnished for or in connection with the Premises.
18.2. Lessee agrees to keep and shall keep the Premises and improvements thereon free and clear from any liens or encumbrances, including mechanics or material men’s liens, or any kind or nature for any work done, labor performed, or material furnished for the Premises or Lessee’s operations thereon or from any other cause.
18.3. Lessee agrees to indemnify and save harmless the City, its agents, officers, and employees from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or material furnished.
18.4. Lessee agrees to pay all taxes (real, personal, possessory interest tax, or whatever other tax) and assessments that may be levied or charged upon the rights of Lessee for Lessee’s rights under this Agreement and Lessee’s operation hereunder.

18.5. Lessee shall also obtain and pay for all other Agreements or permits necessary or required by law for the conduct of its operation hereunder.

19. Indemnification

19.1. To the fullest extent permitted by law, Lessee agrees to indemnify, defend (upon request by the City) and hold the City, its agents, officers, and employees, and each of them, harmless from any and all losses, costs, expenses, claims, attorney’s fees, liabilities, actions or damages, including liability for death or injury to person or persons or damage to property, arising out of or in any way connected with:

19.1.1. The conducting or operation of Lessee’s business on the Premises or pursuant to this Agreement, or

19.1.2. The construction, renovation, remodel, removal, or significant change to the structure facilities, grounds, or improvements on the Premises or pursuant to this Agreement, or

19.1.3. The intentional or negligent conduct of Lessee, its agents, employees, or independent contractors.

20. Insurance: Lessee, in order to protect the City and its council members, officials, agents, officers, and employees against all claims liability for death, injury, loss and damage as a result of Lessee’s actions in connection with the performance of Lessee’s obligations, as required in this Agreement, shall secure and maintain insurance as described below. Lessee shall not perform any work under this Agreement until Lessee has obtained all insurance required under this Paragraph and the required certificates of insurance have been filed with and approved by the City. Lessee shall pay any deductibles and self-insure retentions under all required insurance policies.

20.1. Workers Compensation and Employer’s Liability Insurance Requirement – Lessee shall submit written proof that Lessee is insured against liability for workers’ compensation in accordance with the provisions of section 3700 of the Labor Code.

20.1.1. In signing this Agreement, Lessee makes the following certification, required by section 1861 of the Labor Code.

20.1.2. “I am aware of the provision of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

20.1.3. Lessee shall require any sub-contractors to provide workers’ compensation for all to the subcontractors’ employees, unless the sub-contactors’ employees are covered by the insurance afforded by Lessee.

20.1.4. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Lessee shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

20.1.5 Lessee shall also maintain employer’s liability insurance with limits of two million dollars ($2,000,000) for bodily injury or disease.
20.2. Liability Insurance Requirements:
20.2.1. Lessee shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

20.2.1.1. Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provision of this Agreement), Products-Competed Operations Hazard, Liquor Liability, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee’s performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of two million dollars ($2,000,000) Combined Single Limit (CSL) each occurrence and two million dollars ($2,000,000) aggregate and shall include an endorsement naming the City and the City’s council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.

20.2.1.2. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage cover all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of one million dollars ($1,000,000) each occurrence and shall include an endorsement naming the City and the City’s council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.

20.2.2. If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completing of Lessee’s work specified in this Agreement, which ever is later.

20.2.3. Prior to Lessee commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the City by Certificate of Insurance naming the City as “additional insured”. Receipt of evidence of insurance that doesn’t comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

20.3. Cancellation of Insurance – The above stated insurance coverage required to be maintained by Lessee shall be maintained until the completion of all the Lessee’s obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the City. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

20.4. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum of an “A-VII” rating. Any exception to these requirements must be approved by the City Risk Manager, or the City employee with Risk Management responsibilities.
20.5. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

20.6. Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. The City, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, the City may purchase such required insurance coverage, and without further notice to Lessee, the City shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by the City for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement are insufficient to reimburse the City for the premiums and any associated cost, Lessee agrees to reimburse the City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by the City to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverage required by this Agreement.

21. Assignment, Subletting, Merger

21.1. Assignment by Lessee of any or all rights under this Agreement may only occur upon written consent of the City.

21.1.1. Lessee shall submit to the City a written request for assignment or to sublet and provide any information about the proposed assignee or party to sublet that the City may require.

21.1.2. Lessee shall submit in advance a non-refundable sum of $2,500 to the City for each request for assignment or sublet in order to cover costs for processing such request.

21.1.3. The City shall answer Lessee’s request for assignment or sublet within 60 days of receipt of such notification by Lessee.

21.1.4. The City may reject the proposed assignment or sublet for any reason and, if so and notwithstanding Paragraph 21.1.2 herein above, the City shall refund $1,500 to Lessee.

21.2. At least 120 days in advance of any proposed merger between Lessee and a corporation or any other entity, Lessee shall provide to the City written notice of its intention to participate in such merger and provide any information required by the City in regards to the merger.

21.3. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.

22. Breach and Default

22.1. Each of the following shall be a default by Lessee and breach of this Agreement:

22.1.1. Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee, or liquidator, and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
22.1.2. By order or decree of a court, Lessee shall be adjudged bankrupt, or an order shall be made approving a petition filed by any other creditors seeking its reorganization of its indebtedness under federal bankruptcy laws, or under any law or statute of the United States, or any state thereof and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.

22.1.3. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed against Lessee and shall not be dismissed within ninety (90) days after the filing thereof and such act prevents Lessee from conducting its operation under this Agreement for a period of thirty (30) calendar days or more.

22.1.4. Pursuant to or under authority of any legislative act, resolution or rule or any offer or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee, and such possession or control shall continue in effect for a period of ninety (90) days and prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.

22.1.5. Any lien (including, without limitation, mechanic’s and materialmens’ liens) is filed against the Premises because of any act or omission of lessee and is not removed within thirty (30) day.

22.1.6. Lessee’s voluntary abandonment, desertion, vacating, or discontinuation of its operations as authorized by this Agreement.

22.1.7. Failure to perform any term, covenant, or condition of this Agreement.

22.1.8. Lessee fails to punctually make any payments due to the City under this Agreement.

22.2. Notwithstanding any other remedies of the City under this Agreement, should lessee default or breach this Agreement, the City may terminate this Agreement immediately, re-enter the Premises and take full possession thereof, and remove all persons connected with Lessee there from and Lessee shall have no further claim thereon or hereunder.

22.3. The remedies given to the City in Paragraph 22.2 shall be in addition and supplement to all other rights or remedies that the City may have under the laws then in force.

22.4. Lessee hereby waives any and all rights for redemption granted by or under any present or future law, or statute, arising in the event it is evicted or dispossessed for any cause or in the event the City obtains or retains possession of the Premises in any lawful manner.

22.5. No waiver the City of any default or breach on the part of Lessee in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be or be construed to be a waiver by the City of any other or subsequent default or breach in performance of any of said terms, covenants, or conditions contained in this Agreement.

22.5.1. The subsequent acceptance of rent by the City shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement, including the failure of Lessee to pay the particular rental so accepted, regardless of the City’s knowledge of such preceding breach at the time of acceptance of such rent.

22.5.2. No covenant, term or condition of this Agreement shall be deemed to have been waived by the City, unless the City provides such waiver in writing.
23. **Negation of Partnership**

23.1. The City shall not become or be deemed a partner or joint venture with Lessee or associate in any relationship with Lessee other than that of Lessor and Lessee by reason of the provisions of this Agreement.

23.2. Lessee shall not for any purpose be considered an agent, officer, or employee of the City.

23.3. To whatever extent the City, its agents, officers, or employees may be deemed to be associated with the Lessee or the Lessee’s agents, officers, or employees because of any activity or operation pursued by Lessee or its agents, officers or employees on the Premises, then to such extent Lessee shall be deemed an independent contractor of the City.

24. **Workers Compensation:** Lessee shall comply with the workers’ Compensation Act of this State and shall indemnify and save and hold harmless the City from any and all liability under the said Act.

25. **Compliance With Law:** Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, or City government which may in any way apply to the use, maintenance, occupation of or operations on the Premises, including but not limited to the Americans with Disabilities Act.

26. **Nondiscrimination:** Lessee, in the operation to be conducted pursuant to the provision to this Agreement and otherwise in the use of Premises, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex or national origin or by any arbitrary reason.

27. **Notices:** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee:

__________________________________________________________

__________________________________________________________

__________________________________________________________

To the Lessor (the City of Porterville)

City of Porterville
291 Main Street
Porterville, CA 93257

The address to which the notices may be mailed to either party may be changed by written notice. Nothing, however, shall preclude the giving of any such notice by personal service.
28. Definitions and Terminology

28.1. In this Agreement the capitalized term “Paragraph” shall indicate the numerical subject headings or sub-headings of this Agreement (such as this Paragraph is identified as 28.1).

28.2. In this Agreement the capitalized terms “Section” or “Sections” shall indicate the actual physical location for the certain real property locations, as they exist in Tulare County. (As such, the only Sections to be mentioned in this Agreement will be the Sections as originally stated in Paragraph 1.2 herein above.)

28.3. In the context of this Agreement the terms “wastewater” and “effluent” may be used interchangeably and shall be defined as untreated sewage water that has been channeled to the City treatment plant, treated to certain requirements, and discharged from the treatment plant as non-potable water to be used on the Premises to grow fiber and fodder crops.

29. Damage to Premises:

29.1. In the event more than 20% of the Premises or more than 100 acres of farmed land is declared a disaster area by Federal, State, or local authorities:

29.1.1. Lessee may, within 15 days of such declaration, provide to the City evidence of the declaration, the location and number of acres affected, and petition for temporary relief from rent until the affected real property can reasonably and in a timely manner be restored by Lessee, at its expense, to a condition again usable for Lessee’s farming operations, and

29.1.2. The City shall review such petition or request and if found credible shall pro-rate Lessee’s rent by:

29.1.2.1. Determining the number of currently farmed acres,

29.1.2.2. Determining the number of current acres deemed not farmable due to the disaster,

29.1.2.3. Determining the number of days the farmed acres are out of production until Lessee can reasonable put the acres back into production,

29.1.2.4. Regarding this Paragraph 29.1, determine an acreage percentage and divide the result by 365 days to determine a days percentage.

29.1.2.5. Multiply the acreage percentage times the days percentage to determine an overall percentage,

29.1.2.6. Multiply the overall percentage times the annual rent to determine rent credit to Lessee (no more than 30% of the annual rent), and

29.1.3. Within 15 days after the City determines the affected real property can reasonably be farmed by Lessee, the City shall notify Lessee the amount of rent reduction and whether it will be refunded to Lessee soon thereafter by check or credited towards Lessee’s next rental payment.

29.2. Should the City determine the Premises or significant parts thereof are rendered unusable for a period of more than 30 days due to no fault of Lessee, the City may determine a refund of rent based on the formula determined in Paragraph 29.1 of this Agreement and pay or credit Lessee for the time period beyond the 30 day period mentioned heron above (NOTE - in this instance the pro-rated rent shall take effect 30 days after the City’s reasonable determination of the date the acreage was determined unusable.)

30. Surrender of Premises: On the last day of the term, sooner termination of this Agreement, Lessee shall peaceable and quietly leave, surrender and yield up to the City the Premises and
improvements thereon in good condition, reasonable use and wear thereof, and damage by 
earthquake, public calamity, by the elements, by act of God or by fire or other circumstances 
over which Lessee has no control, excepted.

31. **Authorized Agent of THE CITY:** The City Manager, or his designee, is the duly authorized 
agent of the City for purposes of this Agreement and any obligations assumed hereby by 
Lessee shall be performed to his satisfaction.

32. **Disposition of Improvements and Equipment:** Upon termination or expiration of this 
Agreement, Lessee, may, at Lessee’s sole cost and expense, remove its farm equipment and 
trade fixtures which have been placed on the Premises but not permanently affixed thereto. 
No real property or improvements to real property shall be removed by Lessee without 
Lessee first obtaining written approval to remove such real property or improvements to real 
property.

33. **Lost, Stolen, Damaged Property:** The City is in no way responsible for Lessee’s lost, stolen, 
or damaged property unless the City or the City’s agents take possession of Lessee’s 
property.

34. **Right of Ingress and Egress:**
   34.1. Lessee shall have reasonable non-exclusive right of way for pedestrian and vehicular 
         travel for ingress and egress to the Premises over property owned and controlled by 
         the City.
   34.2. Lessee’s right of way is subject to such reasonable rules and regulations as the City 
         may make from time to time.
   34.3. The City and its invitees shall have the right, at any time, to enter and inspect the 
         Premises, Lessee’s operations, and conduct studies, surveys, and tests.

35. **Incorporation of Prior Agreements and Amendments:**
   35.1 This Agreement contains all agreements of the parties with respect to any matter 
       mentioned.
   35.2 No prior agreement or understanding pertaining to any such matter shall be effective.
   35.3 This Agreement can only be modified as a written agreement, signed by the parties 
       in interest at the time of the modification.

36. **Venue:** If either Lessee or the City initiates an action to enforce the terms hereof or declare 
    rights thereunder, including actions on any bonds and/or surety agreements, the parties agree 
    that the venue thereof shall be the County of Tulare, State of California.

37. **Severability:** the invalidity of any provision of this Agreement, as determined by a Court of 
    competent jurisdiction, shall not affect the validity or any other provision hereof.

38. **Captions:** Paragraph headings in this Agreement are used solely for convenience and shall be 
    wholly disregarded in the construction of this Agreement.

39. **Covenants and Conditions:** Each provision of this Agreement performable by Lessee shall be 
    deemed both a covenant and a condition.
City of Porterville Reclamation Area Lease Agreement
Porterville, CA

40. **Time of Essence:** Time is hereby expressly declared to be of the essence of this agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

41. **Attorneys Fees.** If any litigation is commenced between the parties to this Lease concerning the Lease or the rights and duties of either in relation to the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

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

City of Porterville

By __________________________
Cameron Hamilton, Mayor

APPROVED AS TO FORM
City of Porterville

By __________________________
City Attorney

Lessee
By __________________________

Title __________________________

Business Name __________________________

APPROVED AS TO FORM

By __________________________
Legal Counsel for Lessee

Exhibit A – Reclamation Area Legal Descriptions
Exhibit B – Map of Reclamation Area, infrastructure
Exhibit C – Letter of Credit for Lessee
Exhibit D – Reclamation Area Lease Request for Proposal
CONSIDERATION OF FINANCIAL SUPPORT FOR “FIRST CALL” PROGRAM THROUGH THE UNITED WAY OF TULARE COUNTY

SOURCE: Administration

COMMENT: The United Way of Tulare County has approached the City of Porterville to consider financial support of the “First Call” program administered by the United Way. “First Call” is a confidential information and referral service operated by the United Way, which connects needing individuals with organizations and agencies that provide an array of services such as: Clothing, Counseling & Therapy, Food & Shelter, Housing, Rent and Utility Assistance, Senior Services, Support Groups, Victims of Abuse and Neglect, and more. The United Way has requested support in the amount of $2,500, but would be appreciative of any level of support.

City staff is currently working with other Tulare County representatives in developing a “3-1-1” system, which would serve as the next generation of “First Call”, and is planned to be in effect in January 2010. One of the important considerations in that planning effort will involve ongoing program funding, as some one-time funding commitments have been secured to initiate the program.

RECOMMENDATION: That the City Council consider whether to provide financial support for the “First Call” program administered by the United Way of Tulare County.

ATTACHMENTS: None
SUBJECT: NOMINATION OF VISALIA CITY MAYOR JESUS J. GAMBOA FOR APPOINTMENT TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: There is currently a vacancy on the San Joaquin Valley Air Pollution Control District's Governing Board. According to the rotation schedule adopted by the San Joaquin Valley Special City Selection Committee, the appointment schedule rotates between "small" and "large" cities. The current vacancy must be filled by a city council member representing a "large" city with a population of 100,000 or more from Tulare County (the City of Visalia). According to the Committee procedures, the next step in the process is for all Tulare County cities to choose from candidates who have applied for the vacant position. Mayor Jesus J. Gamboa is the only member on the Visalia City Council who has applied, and his resume is attached for Council's reference.

RECOMMENDATION: That the City Council:
1. Approve the draft resolution nominating City of Visalia Mayor Jesus J. Gamboa for appointment to the San Joaquin Valley Air Pollution Control District; and
2. Direct the City Clerk to transmit a certified copy of said resolution to the District by June 30, 2009.

ATTACHMENTS: Resume of Jesus J. Gamboa
Draft Resolution
APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE ON GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

<table>
<thead>
<tr>
<th>Current Vacancies</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Small City From the Northern Region:</strong> No current vacancies.</td>
</tr>
<tr>
<td><strong>Small City From the Central Region:</strong> One representative from a small city within Kings County including cities of Avenal, Corcoran, Hanford and Lemoore.</td>
</tr>
<tr>
<td><strong>Small City From the Southern Region:</strong> One representative from a small city within Kern County including cities of Arvin, Delano, Maricopa, McFarland, Shafter, Taft and Wasco.</td>
</tr>
<tr>
<td><strong>Large Cities:</strong> One member each from cities of Stockton and Visalia.</td>
</tr>
</tbody>
</table>

If you are an elected official on the council of one of the cities identified above, you submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Jesús J. Grambo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residence Address (Must live within the boundaries of the San Joaquin Valley APCD):</td>
<td>526 N. Peppertree Street; Visalia, CA 93291</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>1830 W. Dinuba Blvd; Visalia, CA 93291</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(559) 733-5423 (559) 713-7355</td>
</tr>
<tr>
<td>Primary</td>
<td>Alt.</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Jesúsg0 proteusinc.org</td>
</tr>
<tr>
<td>Applicant Signature:</td>
<td>[Signature]</td>
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<tr>
<td>Date:</td>
<td>5-11-09</td>
</tr>
</tbody>
</table>

Please submit this form along with any other pertinent information (e.g., resume, candidate statement, education, experience) that you desire to be considered to the address below. Please limit candidate statement to no more than one page. Please complete this application and return it by May 15, 2009 to:

Seyed Sadedin  
Air Pollution Control Officer  
San Joaquin Valley APCD  
1990 E. Gettysburg Avenue, Fresno, CA, 93726
RESUME

JESUS G. GAMBOA

Jesus Gamboa

Born: July 30, 1953
Bakersfield, CA

Education:
AA - Police Science - Bakersfield Junior College
BA - Sociology/Business - Cal State University Bakersfield
MPA - Public Administration - Fresno State University

Ken Maddy Leadership Institute

Employment:
Proteus Inc. - Chief of Operations

Community Service:
American GI Forum
Northside Boxing Club
Hispanic Round Table
Sequoia Kiwanis

Present:
Visalia City Councilman and Mayor

Family:
Wife, Olivia

Children:

Jesse Gamboa - 37
Sebastian Gamboa - 30
Cristina Gamboa - 27

3 Grandchildren

Hobbies/Special Interest:
Reading, Jogging/Working Out, Little Golf, Volunteerism
RESOLUTION NO. ____ - 2009

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE NOMINATING
CITY OF VISALIA MAYOR JESUS J. GAMBOA
FOR APPOINTMENT ON THE SAN JOAQUIN VALLEY
AIR POLLUTION CONTROL DISTRICT

WHEREAS, Health and Safety Code Section 40600.5 created a Special City Selection Committee for the appointment of city members to the San Joaquin Valley Air Pollution Control District (District) Governing Board; and

WHEREAS, The Special City Selection Committee has adopted procedures and a rotation schedule for making their appointments, and based upon the adopted rotation schedule a City Council Member representing a "large" city with a population of 100,000 or more from Tulare County shall be appointed to the District Governing Board; and

WHEREAS, In selecting a nominee for appointment by the Special City Selection Committee to the District Governing Board, the City Council considered the application materials from the eligible candidates; and

WHEREAS, the vote to select a nominee took place as an item on the publicly noticed agenda during a regular City Council Meeting.

NOW, THEREFORE, BE IT RESOLVED that the City of Porterville herein nominates City of Visalia Mayor Jesus J. Gamboa to the San Joaquin Valley Air Pollution Control District Governing Board.

ADOPTED this ____ day of June, 2009.

Cameron Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
REDEVELOPMENT AGENCY MEETING AGENDA: JUNE 16, 2009

SUBJECT: REDEVELOPMENT AGENCY 2009-2010 BUDGET

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: Section 33606 of the California Health and Safety Code requires the Redevelopment Agency to adopt an annual budget which contains the following information: proposed expenditures of the agency, proposed indebtedness to be incurred by the agency, the anticipated revenues of the agency, the work program and goals for the coming year, and an examination of the previous year’s achievements and a comparison of the achievements with the goals of the previous year’s work program.

The 2009-2010 work program includes the following items that may require Agency direction:

- Preparation of a Redevelopment Project Area Amendment to expand the boundaries of Project Area No. 1.
- Acquisition and revitalization of the former Porterville Hotel.
- Completion of Downtown Zoning Districts for the uniform development within the area of the proposed Superior Court.
- Acquisition and revitalization of the former JC Penney site.

The annual budget for 2009-2010 has been prepared in accordance with Section 33606 and is provided as an attachment for Agency review and adoption.

Being conservative, and due to current state of economy, staff estimated revenues at 0% growth. In doing so, the ending fund balance is anticipated to be $498,850 for fiscal year 2009-2010.

RECOMMENDATION: That the Agency Board adopt the attached 2009-2010 Redevelopment Agency budget.

ATTACHMENTS: 1. Draft Resolution adopting the 2009-2010 Redevelopment Budget
2. Proposed 2009-2010 Redevelopment Budget
RESOLUTION NO.
A RESOLUTION OF THE PORTERVILLE REDEVELOPMENT
AGENCY APPROVING THE 2009-2010 BUDGET
PURSUANT TO HEALTH AND SAFETY CODE SECTION 33606

WHEREAS, by Ordinance No. 1227 adopted February 17, 1981, the City Council of the City of Porterville (the “City Council”) activated the Porterville Redevelopment Agency (the “Agency”) and declared itself to constitute the Agency; and

WHEREAS, by Resolution No. PRA 81-3 adopted April 7, 1981, the Agency approved a Cooperative Agreement by and between the City Council and the Agency wherein the City agreed to establish an “Agency General Fund” with money appropriated by the City Council to pay for the Agency’s administrative expenses as authorized by Health and Safety Code Section 33610; and

WHEREAS, by Ordinance No. 1436 adopted July 10, 1990, the City Council approved the Redevelopment Plan for the Porterville Redevelopment Project Area No. 1 (the “Plan”); and

WHEREAS, Health and Safety Code Section 33606 requires that the Agency adopt an annual budget; and

WHEREAS, for the purpose of fulfilling its obligations to effectuate the Plan and conduct redevelopment activities pursuant thereto, the Agency has estimated its 2009-2010 fiscal year expenditures, indebtedness, anticipated revenues and proposed work program to be as provided in the budget hereinafter referred to as the “Redevelopment Agency Budget” attached hereto as Attachment “A” and incorporated herein by reference; and

WHEREAS, the Agency is required to determine annually that the planning and administrative expenses in the Low and Moderate Income Housing Fund are necessary for the production, improvement, or preservation of low and moderate-income housing.

NOW, THEREFORE, BE IT RESOLVED by the Porterville Redevelopment Agency that the Agency approves and adopts the Redevelopment Agency Budget for the 2009-2010 fiscal year in conformance with Health and Safety Code Section 33606, determines that the planning and administrative expenses in the Low and Moderate Income Housing Fund are necessary for the production, improvement, or preservation of low and moderate-income housing, and authorizes and directs the Executive Director to submit said Budget to the City Council pursuant to Health and Safety Code Section 33611.

Porterville Redevelopment Agency

By: __________________________
Cameron Hamilton, Chairperson

ATTEST:

By: __________________________
John Lollis, Executive Secretary
PORTERVILLE
REDEVELOPMENT AGENCY

2009-2010 BUDGET
CONTENTS

I. PREFACE
II. FINANCIAL SUMMARY
III. WORK PROGRAM 2009-2010
IV. PREVIOUS YEAR'S ACTIVITIES
I. PREFACE

The Redevelopment Agency is administered by the Community Development Department. The Agency was created pursuant to California Health and Safety Code Community Redevelopment Law. Redevelopment revitalizes targeted areas of blight and deterioration through several methods of Agency participation.

Porterville’s Redevelopment Project Area No. 1, implemented in August 1990, originally encompassed approximately 471 acres. During the 2004-2005 Fiscal Year, the process to remove 2 sites (26 acres) from the project area was completed, leaving approximately 445 acres in Project Area No. 1. The area is primarily commercially and industrially zoned.

Section 33080.1 of the Health and Safety Code requires the redevelopment agency to submit to its legislative body annually a list of the fiscal years that the agency expects specified time limits to expire. As required by Section 33080.1, the Porterville Redevelopment Agency hereby reports the following:

1. The time limit for incurring debt was originally July 3, 2010. The term was amended in 2004 pursuant to SB211 to extend the term for the life of the plan to July 3, 2030.
2. The effectiveness of the plan is for a term of forty (40) years (July 3, 2030).
3. The repayment of indebtedness and collection of tax increment is for a ten (10) year period after the effectiveness of the plan (July 3, 2040).
5. On June 2, 2009 Porterville Redevelopment Agency approved the reinstatement of eminent domain authority for the Redevelopment Area Project No. 1 and Amended Area which will become effective on approval of the proposed Amended Project Area.

This budget has been prepared in accordance with California Health and Safety Code Section 33606, which requires each agency to adopt an annual budget.
## II. FINANCIAL SUMMARY

### AGENCY DEBT

<table>
<thead>
<tr>
<th>Description</th>
<th>AS OF 6-30-08</th>
<th>AS OF 6-30-09</th>
<th>B. PROPOSED INDEBTEDNESS 2009-2010</th>
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<tr>
<td>Redevelopment Agency Bond Indebtedness (Non-housing Series A &amp; B)</td>
<td>$4,905,000</td>
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<td>Redevelopment Agency Bond Indebtedness (Housing Series C &amp; D)</td>
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<td>Original Bond Debt Incurred December 1992</td>
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<tr>
<td>Refinanced 2002</td>
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<td>Refinanced 2008</td>
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<td>Redevelopment Agency Debt to California Rural Economic Development</td>
<td>$207,751</td>
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<td>Infrastructure Program (REDIP)</td>
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<td>Redevelopment Agency Debt to City of Porterville</td>
<td>$156,000</td>
<td>$117,000</td>
<td>$78,000</td>
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<td>Refinanced Agency Loan from County of Tulare</td>
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<td>Incurred 2007</td>
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<td>Redevelopment Agency Debt to City of Porterville Fund Advance Agreement #1</td>
<td>$1,145,425</td>
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<td>Incurred 1981-1990; Principal plus interest</td>
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<td>Redevelopment Agency Debt to City Risk Management Fund Advance Agreement #3</td>
<td>$162,031</td>
<td>$165,272</td>
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<td>Redevelopment Agency Debt to City Risk Management Fund Advance Agreement #4</td>
<td>$405,000</td>
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<tr>
<td>Incurred 2007; Payments begin 1-year after completion of project</td>
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<td>Porterville Civic Development Foundation</td>
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<td>$200,000</td>
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<tr>
<td>Incurred 2008; Payments begin in 2010-11</td>
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<td><strong>TOTAL DEBT INCURRED</strong></td>
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REDEVELOPMENT PROJECT AREA #1
BOND ISSUE SERIES A, B, C, & D
PROJECT FUNDING REPORT

2008 Bond Issue

Redevelopment Fund (Series A & B) $1,800,000
Refund 1992 Bonds $4,074,680
Reserve Account $495,843
Issuance Costs (Series A & B) $304,477

2008 Total Bond Issue Series A & B $6,675,000

Low and Moderate Income Housing Fund (Series C & D) $540,000
Refund 1992 Bonds $1,018,670
Reserve Account $139,610
Issuance Costs (Series C & D) $101,720

2008 Total Bond Issue Series C & D $1,800,000

Total Bond Issuance $8,475,000¹

Projects Funded by Redevelopment Fund

Porterville Hotel Project $1,800,000

Total Projects Funded by Redevelopment Fund $1,800,000

Projects Funded by Low and Moderate Income Housing Fund

Villa Siena Housing Project $540,000

Total Projects Funded by Low and Moderate Income Housing Fund $540,000

Total Refund of 1992 Bonds $5,093,350

Total Bond Issuance Costs $406,197

Total Expenditures Utilizing Bond Funds $7,839,547¹

¹ Difference between Total Bond Issuance and Total Expenditures Utilizing Bond Funds is the Reserve Accounts in the amount of $635,453.
ANTICIPATED REVENUES 2009-2010 – REDEVELOPMENT FUND

Income:
Gross Tax increment Revenue $1,408,706
Lease of Redevelopment Property\(^1\) $ 17,193
Interest\(^2\) $ 2,523

$1,428,422

Less:
Pass Through to other Agencies $ 238,893
20% Housing Set-Aside
  County Allocation $ 26,369
  City Allocation $ 223,889
County Administration Fee $ 24,000

($ 513,151)

NET REVENUE $ 915,271

PROPOSED EXPENDITURES 2009-2010 – REDEVELOPMENT FUND

Debt Service:
  Bond Payments $ 494,146
  REDIP Loan $ 27,872
  City Loan $ 45,049
  Bond Administration $ 1,000
  ERAF\(^3\) $ 80,000
Agency Administration $ 217,239

TOTAL PROPOSED EXPENDITURES $ 865,306

Transfer to (From) Reserves $ 49,965

Estimated Redevelopment Fund Reserve Balances:

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<td>$598,273</td>
<td>$448,885</td>
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Notes:
\(^1\) Income from the lease of the Stout building is included in the budget estimates with the assumption building will be leased continually for the 12-month period.
\(^2\) Includes $652 interest earned on restricted funds on deposit with financial institutions.
\(^3\) In April 2009, Sacramento Superior Court ruled in CRA's favor and found that ERAF was unconstitutional. However, in May 2009 the State appealed the Court decision.
ANTICIPATED REVENUES 2009-2010 – HOUSING FUND

Tax Increment Revenue 2009-2010:
  County Allocation $ 26,369
  City Allocation $223,889
  Home loan repayment (Casas) $  3,480

TOTAL ANTICIPATED REVENUE $253,738

PROPOSED EXPENDITURES 2009-2010 – HOUSING FUND

Administration and Debt Service:
  Agency Administration $ 85,764
  Bond Payments $132,329
  Bond Administration $  150

TOTAL PROPOSED EXPENDITURES $218,243

Transfer to (from) Fund Balances $ 35,495

Estimated Housing Fund Balances:

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<td>$627,617</td>
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II. WORK PROGRAM

The work program for the 2009-2010 Fiscal Year is based on the continued implementation of both the Redevelopment Strategic Plan adopted in 1992 and the Five-Year Implementation Plan adopted in 2004. The Agency re-financed the bonds in 2008 which will allow additional funding for projects and refunding of 1992 Bonds. The Agency will be managing and monitoring the Redevelopment projects that have been completed and planning ahead for future projects. Therefore, the work program for 2009-2010 is as follows:

1. Implementation Plan

A. Continue implementation of the 2005-2009 Redevelopment Implementation Plan for the Redevelopment Agency that contains the specific goals and objectives of the Agency for the project area, the specific programs, including potential projects, and estimated expenditures proposed to be made during the five-year period beginning 2005.

B. Continue to evaluate future plans associated with Stout building property.

2. Housing Strategic Plan Implementation

A. Continue implementation of the Housing portion of the 2005-2009 Redevelopment Implementation Plan that established policies for the expenditure of the low and moderate-income housing funds. Review status of housing funds and determine priorities for expenditure of available funds.

B. Continue monitoring Casas Buena Vista subdivision in terms of compliance with the CalHFA loan requirements, the recorded affordability covenants on each home, and the Landscape Maintenance District.

C. Continue to monitor the St. James Place historical renovation project for compliance with the terms of the Regulatory Agreements and HOME requirements.

D. Continue to monitor the Date Avenue Family Apartment rental project for compliance with the terms of the Affordable Housing Agreement between the Agency and 148 Date Avenue, LP and Corporation for Better Housing.

E. Continue to monitor Sequoia Village on River's Edge, a 64-unit apartment complex in the Redevelopment Project Area that executed a Payment In Lieu of Taxes Agreement with the Agency. The majority of the funding for the project was from a HOME loan from the City and a low-income housing tax credit allocation.
F. Participate in the planning and implementation of the Porterville Hotel project with the planned demolition of the building and the development of the required affordable replacement units in one or two locations within or adjacent to the downtown. Work with HCD to assume the state loan on the property and the affordability covenants. Administer the contract with Rosenow Spevacek Group, Inc., Redevelopment consultants, on the financial feasibility of the project(s). Work on the implementation of the Affordable Housing Agreement with MacFarlane Costa Housing Partners to develop a 70 unit apartment complex on the southeast corner of Putnam Avenue and “E” Street with Redevelopment Low and Moderate Housing Fund assistance of at least $930,000 which has already been expended for the acquisition of the property. Coordinate and cooperate with the developer in applying for and securing other sources of financing to make the project feasible. Determine if additional Redevelopment funds can be contributed to the project.

3. Administration

A. Staff will continue to implement both the Redevelopment Strategic Plan adopted in 1992 and the Five-Year Implementation Plan adopted in 2004. Staff will also continue to manage all administrative duties of the agency and manage and monitor Redevelopment projects.

B. In the 2007-2008 fiscal year, the Agency Board approved staff to negotiate a contract with a consultant to prepare an amendment to Project Area No. 1. Staff will collaborate, throughout the entire amendment process, with the consultant on the establishment of the new project area. The amendment to Project Area No. 1 is anticipated to be completed during the 2009-2010 fiscal year.

4. Building Façade Rehabilitation

A. Staff continues to investigate funding sources for implementation of an updated Façade program.

B. Continue to review guidelines and executed agreements for the Building Façade program to address the issues arising from the improvements paid for by the program that may be beyond their useful life.

5. Public Parking

A. Monitor and maintain all Agency owned parking lots.

B. Monitor the completion of the reconstruction of the parking lot on Hockett Street between Mill Avenue and Oak Avenue and finalize the loan from the Risk Management Agency which funded the project.
C. Continue to evaluate need for rehabilitation and new parking lots.

6. Public Street and Streetscape Improvements

A. Continue to monitor the Main Street streetscape improvements.

B. Continue to pursue funding for required traffic circulation improvements, replacement or installation of sidewalks, crosswalks, curb, gutters, storm drains, street lighting, and landscaping to improve their functioning and attractiveness.

C. During the 2008-2009 fiscal year, staff will monitor the Development and Disposition Agreement (DDA) with Garfield Beach CVS, LLC for compliance.

7. Downtown Revitalization

A. Centennial Plaza – Monitor the project for compliance with the Operating Covenants included within the executed Development and Disposition Agreement.

B. Porterville Hotel – Agency staff, working with the Fiscal Consultant, will continue to pursue ownership of the hotel and redevelop the Porterville Hotel site with a mixed use development, most likely consisting of retail and office space. Once ownership is obtained, it is anticipated that demolition would occur in the 2009-2010 fiscal year and the process of soliciting qualifications of developers would commence thereafter.

C. Downtown Zoning Districts – A portion of the Porterville Fair site has been identified as the prospective location for a new Superior Court facility. In anticipation of the development in and around the area, the Agency will continue to pursue Downtown Zoning Districts for the uniform development within Project Area No. 1 and the surrounding properties.

D. Through the efforts of the Redevelopment Agency and Economic Development Division encourage downtown revitalization. As part of this effort, the City will place an emphasis on filling vacant and underutilized buildings, as well as the development of vacant parcels, within Redevelopment Project Area No. 1, with a focus on the former JC Penney site.

E. Work with property owner of Porter Theater to identify future use and revitalization of property.
F. Staff will investigate funding sources for replacement of downtown tree wells.

9. Public Improvement Projects

Coordinate with the City’s Engineering Division on the reconstruction of the Plano Street Bridge and the Jaye Street Bridge that are adjacent to the Project Area.

10. Tule River Parkway and Rails to Trails Projects

Coordinate with the City’s Engineering Division and the Parks and Leisure Services Department on the planning and construction of the phases of the Tule River Parkway and the Rails to Trails projects that are within the Redevelopment Project Area.
III. PREVIOUS YEAR’S ACHIEVEMENTS

In reviewing the activities of the Redevelopment Agency in 2009-10 significant progress was made in accomplishing the goals of the work program established in last year’s budget. Following are the elements of that work program and a description of the progress made in each area:

1. Implementation Plan

   Goal: Continue implementation of the 2005-2009 Redevelopment Implementation Plan for the Redevelopment Agency that contains the specific goals and objectives of the Agency for the project area, the specific programs, including potential projects, and estimated expenditures proposed to be made during the five-year period beginning 2005.

   Action: The Redevelopment Agency, through the actions discussed below, has continued implementation of the 2005-2009 Implementation Plan for the Redevelopment Agency.

2. Housing Strategic Plan Implementation

   Goal: Continue implementation of the Housing Strategic Plan that established policies for the expenditure of the low and moderate-income housing funds. Review status of housing funds and determine priorities for expenditure of available funds.

   Action: The Agency continued the implementation of the Housing Strategic Plan primarily working on the refinancing of the Redevelopment bonds that produced additional funding to proceed with the acquisition and demolition of the Porterville Hotel and the replacement housing for the units lost at this single room occupancy project. The Agency executed an Affordable Housing Agreement (AHA) with Macfarlane Costa Housing Partners for the development of a 70 unit multifamily project adjacent to the downtown area and within the Redevelopment Project Area. Twenty four units will be one bedroom and will partially fulfill the 45 unit replacement requirement. The Redevelopment Agency stepped in to purchase the site for $930,000 since the developer had to return the tax credit allocation due to the state of the economy and did not have the resources at that point to complete the acquisition. They have conditionally received several state and federal grants and loans for the project and this action allowed them to retain site control through the AHA in order to proceed with other funding applications, including a new round of low income housing tax credits. Rosenow Specvacek Group Inc. (RSG), Redevelopment consultants, has been hired by the City to assist with the financial feasibility studies for this project, including both the demolition of the Porterville Hotel building and the construction of the new housing. This process will
include a review of all of the available housing funds and the additional funds that were realized from the refunding of the Redevelopment bond issue. Discussions with the owner of the hotel building and the California Department of Housing and Community Development (HCD) have continued to work toward a resolution of all of the issues involved.

Goal: Continue monitoring Casas Buena Vista subdivision in terms of compliance with the CalHFA loan requirements, the recorded affordability covenants on each home, and the Landscape Maintenance District.

Action: The Agency has been monitoring all of the loan agreements and affordability covenants, working through issues as they arise dealing with refinancings, sales of homes to income qualified buyers, and loan servicing problems. Annual income certification letters were sent to all the residents assisted by the City/Agency.

Goal: Continue to monitor the St. James Place historical renovation project for compliance with the terms of the Regulation Agreements and HOME requirements.

Action: The annual monitoring, including physical inspection of the property, was conducted with the Agency requesting additional information to be submitted to determine compliance with the Agency and HOME requirements.

Goal: Continue to monitor the Date Avenue Family Apartments rental project for compliance with the terms of the Affordable Housing Agreement between the Agency and 148 Date Avenue, LP and Corporation for Better Housing.

Action: The annual income certifications for occupancy were received by the Agency showing 70 of the 77 units being occupied by low-income households with only 6 vacant units. Forty three percent of those households were below 50% of Area Median Income (AMI) with the remaining percentage between 51% and 80% of AMI. The owner and management company have made considerable strides in resolving the false fire alarm problem and other maintenance issues.

Goal: Continue to monitor Sequoia Village on River’s Edge, a 64-unit apartment complex in the Redevelopment Project Area that executed a Payment In Lieu of Taxes Agreement with the Agency. The majority of the funding for the project was from a HOME loan from the City and a low-income housing tax credit allocation.

Action: The first annual monitoring was completed for Sequoia Village and submitted to HCD. The income certifications for occupancy showed
that 62 of the 64 units were occupied by low-income households with only two vacant units. There were no major concerns found in the monitoring. The complex is very well maintained and is a real asset to the neighborhood.

Goal: Participate in the planning and implementation of the Porterville Hotel project with the planned demolition of the building and the development of the required affordable replacement units in one or two locations within or adjacent to the downtown. Administer the contract with Rosenow Spencek Group, Inc., Redevelopment consultants, on the financial feasibility of the project(s). Continue to negotiate a Development and Disposition Agreement with MacFarlane Housing Partners, formerly Simpson Housing, to develop a 70 unit apartment complex on the southeast corner of Putnam Avenue and “E” Street with Redevelopment Low and Moderate Housing Fund assistance of at least $500,000 which has been reserved by the Agency for this project. Coordinate and cooperate with the developer in applying for and securing other sources of financing to make the project feasible. Determine if additional Redevelopment funds can be contributed to the project.

Action: As previously discussed, the AHA was executed with MacFarlane, Costa Housing Partners, and negotiations continued with the owner of the hotel building and HCD for the acquisition of the Porterville Hotel and the assumption of the loan and affordability covenants that need to be transferred to another project(s). Additionally, the refunding of the Redevelopment bonds provided sufficient resources to acquire the property for the housing project for $930,000 and provide other assistance to make the project feasible. The ultimate goal is to demolish the Porterville Hotel building, prepare the site for sale to a commercial developer, and develop an affordable housing project adjacent to downtown that would provide a considerable amount of the affordable replacement units required by HCD. RSG is assisting the City/Agency in the financial feasibility analysis for the project.

3. Administration

Goal: In the 2007-2008 fiscal year, the Agency Board approved staff to negotiate a contract with a consultant to prepare an amendment to Project Area No. 1. During the 2008-2009 fiscal year, staff will enter into a contract with a consultant to prepare the necessary findings to amend Project Area No. 1 with expanded boundaries. Staff will monitor and assist the consulting firm throughout the entire amendment process.

Action: During the 2008-2009 fiscal year, staff entered into a contract with Urban Futures, Inc. to prepare the necessary findings to amend Project Area No. 1 with expanded boundaries which include county parcels.
Staff began working with the County Board of Supervisors to authorize the transfer of redevelopment authority over specific unincorporated Tulare County areas to the Agency. Staff monitored and assisted the consultant through the first phase of the amendment process. The amendment process is anticipated to be completed in the 2009-2010 fiscal year.

4. Building Façade Rehabilitation

Goal: Continue review of guidelines from cities with successful Façade Rehabilitation programs for consideration of implementation within the Project Area. The Chamber of Commerce’s Branding Committee has expressed an interest in the resurrection of the façade program and will be instrumental in providing input from local business with regard to the program guidelines. Staff continues to investigate funding sources for implementation of an updated Façade program.

Action: Staff reviewed guidelines from other Cities with Façade Programs and discussed the program with the Chamber of Commerce Branding Committee. Staff began investigating various funding mechanisms to reinitiate a successful Façade Program; including the use of CDBG funds.

Goal: Continue to review guidelines and executed agreements for the Building Façade program to address the issues arising from the improvements paid for by the program that may be beyond their useful life. Brad - Do we want to continue this as a goal.

Action: Staff is awaiting the completion of the Downtown Zoning Districts to address issues arising from the improvements paid for by the program that may be beyond their useful life.

5. Public Parking

Goal: Monitor and maintain all Agency owned parking lots.

Action: Staff continues to monitor and maintain the Redevelopment parking lots, coordinating with Parks and Leisure Services on any landscape maintenance items and Southern California Edison on any light standard issues.

Goal: Monitor and assure adequate funding for the completion of the reconstruction of the parking lot on Hockett Street between Mill Avenue and Oak Avenue.

Action: The Hockett Street parking lot reconstruction was substantially completed during the 2008-2009 fiscal year. It is anticipated to be
accepted by City Council in early 2009-2010 fiscal year and the loan with the RMA Agency will be finalized at that time.

6. Public Street and Streetscape Improvements

Goal: Continue to monitor the Main Street streetscape improvements.

Action: Staff continues to monitor the Main Street streetscape improvements.

Goal: Continue to pursue funding for required traffic circulation improvements, replacement or installation of sidewalks, crosswalks, curb, gutters, storm drains, street lighting, and landscaping to improve their functioning and attractiveness.

Action: Staff continues to pursue funding sources to meet the traffic circulation, infrastructure, and streetscape issues for areas within the Project Area.

Goal: During the 2007-2008 fiscal year, the City, working with the Agency, entered into a Development and Disposition Agreement (DDA) with Garfield Beach CVS, LLC for public improvements necessary for the proper design of their facility to be located at Olive Avenue and C Street. In accordance with the negotiated DDA, C Street will be narrowed through the project area, with installation of decorative approaches at both ends of “C” Street into the project area, realignment of the alley on the east boundary of the property resulting in a properly designed signalized intersection at Second Street, installation of new traffic poles and arms, interconnect loop, and conduit for the Second Street traffic signal, installation of a concrete and landscaped median island in Olive Avenue at Main Street, repaving of entire width of “C” Street and the alley along both property boundaries, and installation of a public space area at the northeast portion of the site. During the 2008-2009 fiscal year, staff will monitor the project for compliance with the executed Development and Disposition Agreement.

Action: The project was completed during the 2008-2009 fiscal year.

7. Downtown Revitalization

Goal: Centennial Plaza – Monitor the project for compliance with the Operating Covenants included within the executed Development and Disposition Agreement.

Action: During the 2008-2009 fiscal year staff worked with Smith Commercial Properties, LLC to satisfy the Promissory Note. Staff continues to assist property owner to locate suitable tenants for the property.
Goal: Porterville Hotel – Agency staff, working with the Fiscal Consultant, will continue to pursue funding to acquire and redevelop the Porterville Hotel site with a mixed use development, most likely consisting of retail and office space. Provided that funding is obtained, it is anticipated that demolition would occur in the 2008-2009 fiscal year and the process of soliciting qualifications of developers would commence immediately thereafter.

Action: During the 2008-2009 fiscal year, the Agency completed refinancing the Redevelopment Bonds to provide funds for the Porterville Hotel Project. The Agency continues to negotiate acquisition with owners of the hotel. During these negotiations, staff continues their due diligence to further the project along.

Goal: Master Plan Area – A portion of the Porterville Fair site has been identified as the prospective location for a new Superior Court facility. In anticipation of the development in and around the area, the Agency will continue to pursue a Master Plan or Overlay Area for the uniform development within Project Area No. 1 and the surrounding properties.

Action: During the 2008-09 Fiscal Year, the Agency further defined boundaries for Downtown Zoning Districts (replacing the Master Plan concept) for the area surrounding the Porterville Fair, which was given the project name of the Courthouse Commons. As an interim measure to protect existing historic properties from incompatible development, the City established a “D Overlay” zone to allow Council discretion on building design in the downtown core.

Goal: Through the efforts of the Redevelopment Agency and Economic Development Division encourage downtown revitalization. As part of this effort, the City will place an emphasis on filling vacant and underutilized buildings, as well as the development of vacant parcels, within Redevelopment Project Area No. 1, with a focus on the former JC Penney site.

Action: During the 2008-2009 fiscal year, staff began negotiations with the property owner for the acquisition and rehabilitation of the vacant JC Penney site. During the year the City entered into an agreement with the Buxton Company for retail recruitment with the focus on three sites, one site being the downtown core with emphasis on underutilized buildings.

Goal: Continue to work with the Porterville Chamber of Commerce’s Branding Committee to provide guidelines for development in and around the downtown area. The Branding Committee has expressed a desire to maintain the historic character of the downtown and will be instrumental in supporting either a Master Plan or Overlay Area, as discussed in Item 7.C. (above).
Action: Select representatives from the Branding Committee are members of the Zoning Committee which provides oversight and input into the proposed Zoning Ordinance, as well as the Downtown Zoning Districts.

8. Porterville Heritage Center

Goal: Continue monitoring the expenditures for the construction of the parking lot and the lighted ball fields at the Porterville Heritage Center in conjunction with the Community Development Block Grant (CDBG) program utilizing Section 108 funding.

Action: During the 2008-2009 fiscal year the remainder of the Section 108 funds were expended for the expansion of parking areas, gazebo, and landscaping. Parks and Leisure Services Department continue to research funds for the completion of improvements per the Heritage Center Master Plan.

9. Public Improvement Projects

Goal: Coordinate with the City’s Engineering Division on the reconstruction of the Plano Street Bridge and the Jaye Street Bridge that are adjacent to the Project Area.

Action: The Redevelopment Strategic Plan and the adopted Streetscape Design for the Redevelopment Area were used extensively in the planning and design of the Plano Street Bridge project and construction is scheduled to begin Summer 2010. The Jaye Street street widening project is complete and the Jaye Street Bridge project is slated for Summer 2011.

10. Tule River Parkway and Rails to Trails Projects

Goal: Coordinate with the City’s Engineering Division and the Parks and Leisure Services Department on the planning and construction of the phases of the Tule River Parkway and the Rails to Trails projects that are within the Redevelopment Project Area.

Action: Staff has participated in the planning and coordination of both of these projects that are within the Redevelopment Area. One time CDBG – Recovery funds of $191,000 have been proposed for improvement of the Rails to Trails Project as part of the Heritage Center Complex.

11. Annexation and General Plan Land Use

Goal: Support annexation of additional industrial land and circulation improvements in the south/southwest area of the City in accordance with the General Plan Land Use Diagram.
Action: Utilizing Certificates of Participation, the City will be improving and extending streets in the southern area of the City.

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