ORAL COMMUNICATIONS
This is the opportunity to address the City Council on any matter scheduled for Closed Session.

CLOSED SESSION:
A. Closed Session Pursuant to:
   1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs
      261-130-001, 302-110-054, 253-160-03, and a portion of APN 302-110-075.  Agency Negotiator:
      John Lollis and Brad Dunlap.  Negotiating Parties: City of Porterville and Porterville Fair Board.
      Under Negotiation: Terms and Price.
   2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs
   3- Government Code Section 54957.6 – Conference with Labor Negotiator.  Agency Negotiator:
      John Lollis.  Employee Organizations: Porterville City Employees Association, Porterville Police
      Officers Association, Porterville Safety Support Unit, Porterville City Firefighters Association, and
      Porterville Management and Confidential Series.
   4- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: A
      Negotiating Parties: City of Porterville and Ennis Commercial Properties, LLC.  Under Negotiation:
      Terms and Price.
   5- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property:
      Portion of APN 253-141-004.  Agency Negotiator: John Lollis and Jim Perrine.  Negotiating Parties:
      City of Porterville and Santa Fe Depot.  Under Negotiation: Terms and Price.
   6- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation –
      One Case.

7:00 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL AND/OR REDEVELOPMENT AGENCY ACTION TAKEN IN
CLOSED SESSION
Pledge of Allegiance Led by Council Member Cameron Hamilton
Invocation

PROCLAMATIONS
Suicide Awareness Week – September 1 – 7, 2009
Jerry Hall & Trick Shot

PRESENTATIONS
Employee of the Month – Gabriela Cruz

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 August 4, 2009

2. Budget Adjustment for the 2009-10 Fiscal Year
Re: Approval budget adjustments to account for $183,000 from Storm Drain Reserve Fund to fund portion of local match for OHV Park Improvement Project, and revenue of $30,690 in JAG grant funds for law enforcement.

3. Authorization to Negotiate a Contract – Architectural and Engineering Services for the Animal Shelter and Dog Park Project
Re: Authorizing staff to define scope of professional services and negotiate a contract with the No. 1 ranked consulting firm, Taylor-Teter Partnership, and if unable to reach an agreement, then authorizing negotiations with the 2nd and 3rd ranked firms.

4. Household Hazardous Waste Recycle-Only Collection Facility
Re: Authorizing a Joint Powers Agreement with the County of Tulare to establish a Household Hazardous Waste Collection Facility in Porterville.

5. Acceptance of Project - Indiana Street Shoulder Stabilization (Olive Avenue to Putnam Avenue)
Re: Accepting project as complete consisting of installation of new curbs, gutters, sidewalk drive approaches and handicap ramps along Indiana Street between Olive and Putnam Avenues.

6. Set a Public Hearing for the Precise Alignment of Mathew Street between Castle Avenue and North Grand
Re: Setting October 6, 2009 as the time for a public hearing to adopt a precise alignment for Mathew Street between Castle Avenue and North Grand.

7. Tulare County Regional and San Joaquin Valley Blueprint
Re: Adopting a resolution making findings of consistency with the goals and policies of the San Joaquin Valley Blueprint which would serve as a 40 year growth and development guide for the County.

8. Authorize Preparation of Specifications and Request for Bids for Downtown Holiday Lighting
Re: Authorizing the preparation of specifications and a request for bids for annual downtown holiday lighting.

9. Approve a Southern California Edison Company Energy Incentive Application for Airport Taxiway LED Lighting Project
Re: Approving a SCE energy incentive application for the replacement of airport taxiway lights to energy-efficient LED fixtures.

10. Operating Agreement with Jeff Gilwitz for Head Professional Services at the Golf Course
Re: Considering approval of an Operating Agreement for head professional services at Porterville Municipal Golf Course.
11. **Approval of Annual Transportation Agreement with Tulare County**  
Re: Considering approval of Agreement with Tulare County to provide transportation services to County residents within the Service Area Boundary Map for FY 09/10.

12. **Eagle Mountain Airshow Recap**  

13. **Approval for Community Civic Event – Barn Theater – Porterville Buzzard Festival – October 17, 2009**  
Re: Considering approval of Civic Event consisting of music and bird watching to take place at the Barn Theater on October 17, 2009 from 4:00 p.m. to 10:00 p.m.

Re: Considering approval of annual Civic Event consisting of a health and safety fair on October 18, 2009 from 1:00 p.m. to 4:00 p.m.

Re: Considering approval of Civic Event consisting of a walk-a-thon around Veteran’s Park on Saturday, September 12, 2009, from 10:00 a.m. to 5:00 p.m.

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

**PUBLIC HEARINGS**

16. **A Public Hearing to Consider Modification or Revocation of Conditional Use Permit 4-2007 (Brickhouse Bar & Grill)**  
Re: Consideration of modification or revocation of CUP 4-2007.

17. **Conditional Use Permit 2-2009 - Proposed Modular Classroom at the Calvary Baptist Church, Located at the Southeast Corner of North Grand Avenue and Newcomb Street**  
Re: Considering applicant-requested continuance of public hearing to the Council Meeting of September 15, 2009.

**SCHEDULED MATTERS**

18. **Consideration of Funding Murry Park Pool Slide Installation**  
Re: Considering whether to proceed with the completion of the Murry Park Pool Slide Project, and if so, to authorize staff to proceed with the amendment to the 09/10 Action Plan.

19. **Council Member Requested Agenda Item – Consideration of an Ad Hoc Committee Regarding the Provision of Water Services to City Residents**  
Re: Considering formation of Ad Hoc Committee to review current provision of water services to community residents and to develop strategies toward the effort of extending water services to all residents who do not currently receive City water.

20. **Council Member Requested Agenda Item – Annual Adjustments to Development Impact Fees in Accordance with Engineering News Record**  
Re: A review of the relevant City resolutions which set forth an annual adjustment in accordance with the ENR for development impact fees.
Adjourn to a Meeting of the Porterville Redevelopment Agency.

REDEVELOPMENT AGENCY AGENDA
September 1, 2009

Roll Call: Agency Members

ORAL COMMUNICATIONS
OTHER MATTERS

SCHEDULED MATTERS
PRA-01 Authorization to Execute Lease Amendment
Re: Considering approval of an Amendment to the Lease Agreement with A-Step to extend the term for one year with all other conditions remaining the same for the premises located at 287 North Hockett.

PRA-02 Authorization to Replace Roof at 287 N. Hockett Street
Re: Considering authorization of a budget adjustment in an amount not to exceed $13,500 for the replacement of the roof.

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 September 15, 2009 at 6:00 p.m.

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

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the 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.
Called to Order at 6:00 p.m.
Roll Call: Council Member Hamilton, Council Member Pedro Martinez (arrived at 6:05 p.m.), Council Member Felipe Martinez, Vice Mayor Ward, Mayor McCracken

Adjourn to a Joint Meeting of the Porterville City Council and Porterville Redevelopment Agency.

JOINT CITY/PORTERVILLE REDEVELOPMENT AGENCY AGENDA

Roll Call: Agency Member Hamilton, Agency Member Pedro Martinez (arrived at 6:05 p.m.), Agency Member Felipe Martinez, Vice Chairman Ward, Chairman McCracken

ORAL COMMUNICATIONS
None

REDEVELOPMENT AGENCY CLOSED SESSION:
A. Closed Session Pursuant to:
   1- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – One Case.

Adjourn to a meeting of the Porterville City Council.

CLOSED SESSION:
B. Closed Session Pursuant to:
   5- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – One Case.

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

A-1 City Attorney Julia Lew reported that the City Council and Redevelopment Agency unanimously approved authorization to join the California Redevelopment Agency in a lawsuit to challenge the State’s actions in regard to the taking of Supplemental Educational Revenue Augmentation Funds.

Council Documentation: M.O. 01-080409
Agency Documentation: PRA 01-080409

Disposition: Approved

Pledge of Allegiance Led by Council Member Felipe Martinez
Invocation – one individual participated.

PRESENTATIONS
Employee of the Month – Dare Quatacker

ORAL COMMUNICATIONS
• Ben Harvey, a Porterville resident, spoke in favor of an enforceable noise ordinance, elaborated on problems with noise, a particular ice-cream vendor, and City ordinance which are not enforced.
• Ron Irish, 768 N. Prospect, requested that he have the opportunity to speak on Public Hearing Item 21.
• Gail (last name inaudible), inquired as to how the State budget would impact the City.
• Casey (last name not provided), a Porterville resident, spoke against the Council proceeding with a resolution opposing SB 54.
• Justin Millinich, a Porterville resident, voiced support for Council Member Hamilton’s proposed resolution opposing SB 54.
• (First name inaudible) Maldanado, 1) requested more detail in the quarterly report on Animal Control (Item 13), inquired whether dead animals were checked for microchips and documented by photograph, and spoke of the need for a veterinary clinic at the new Animal Shelter facility; and 2) spoke in favor of SB 54, and against the proposed resolution.
• Greg Shelton, 888 North Williford Drive, 1) stated that the Council should not proceed with considering Item 23 due to the pending legal dispute and an unresolved FPPC investigation; and 2) spoke of SB 54, stating that it was an end-run, and voiced support for the proposed resolution.
• Christopher Slates, 854 W. Grand Avenue, spoke in favor of a veterinary clinic in the new Animal Control Shelter; and requested consideration for providing a spay/neuter service.
• Sara Villicana, 701 Palm Place, voiced concern with the language in the proposed resolution, stating that it is not based in fact; and voiced opposition to same.
• Jim Rummel, a Springville resident, thanked the Council for addressing SB54 and voiced support for taking a stand against it.
• Joe (last name inaudible), agreed with Mr. Rummel’s commentary, and spoke against SB54 and same-sex marriage.
CeCe Townsend, a Springville resident, spoke against SB54 and same-sex marriage, and requested the Council’s opposition to same.

Ryan (last name not provided), a Lindsay resident, expressed support for a resolution opposing SB 54, and read Bible scripture regarding sins of man.

An unidentified individual stated that the Council’s involvement in State affairs was necessary, and spoke in favor of the proposed resolution opposing SB54.

Edgar (last name inaudible), thanked the Council for its leadership in opposing SB54.

Lois Innis, a Porterville resident, spoke in favor of allowing people to live as they choose, and voiced opposition to Council action as proposed.

Andrew Ford, a Porterville resident, spoke in opposition to SB54 and requested the Council’s approval of the proposed resolution.

Marvin (last name inaudible), a Porterville resident, voiced opposition to SB54.

David Berg, a Springville resident, thanked the Council for its stand against SB54, and suggested the Senate Bill was a bait and switch.

Tom Honka, 1375 W. Pioneer, spoke of the Mormon Church and of its love for all.

Juan (last name not provided), 584 W. Kanai, suggested that everyone listen to the word of God rather than the word of man.

Ellen Nichols, stated that the Council has more important matters to address.

Mari Ennis, stated that all individuals should be treated equally, and spoke against the Council taking any divisive action.

Dick Eckhoff, business address at 197 N. Main Street, stated that SB54 does not undermine Proposition 8.

Ken (last name inaudible), a Ducor resident, spoke in favor of same-sex marriage, and voiced opposition to the proposed resolution.

Adam (last name not provided), 353 E. Harrison Avenue, spoke in support of SB54.

Dr. Ivan Bell, spoke of different positions and interpretations of the Bible; stated that good Christians and individuals of all faiths should support gay marriage.

Mike Blevins, a Springville resident, read scriptures against same-sex encounters, and spoke in favor of opposition to SB54.

Christina Harris, a Springville resident, thanked the City Council for its proposed resolution against SB54.

Yvette (last name not provided), a Porterville resident, support the Council’s opposition to SB54.

An unidentified individual encouraged the Council to let the public know where they stand.

Rich Hartenburg, a Porterville resident, voiced support for the Council’s opposition to SB54.

An unidentified individual advised the Council that several individuals opposing the proposed card room were present; and voiced support for a resolution opposing SB54. He suggested that all of those present write letters to their legislators indicating their opposition to same.

Martha Alcazar Flores, spoke in favor of the Council’s approval of the card room license; and requested that the Council consider it as a business decision.

John Skinner, a Porterville resident, spoke in support of the Council’s opposition to SB54, and requested that all of those opposed to the bill write letters to the legislators.
Barry Caplan, a Porterville resident, spoke of the need for the separation of church and state, and requested that the Council not support a religious-based resolution.

Kelly West, a Porterville resident, suggested that the U.S. Government was based on the Bible, and that it doesn’t support homosexuality.

Duane (last name inaudible), voiced opposition to the proposed card room, voicing concerns with noise and trespassing already occurring from other businesses in his neighborhood.

City Attorney Lew noted minor typographical errors that had been corrected and submitted to the Council relative to Item No. 8.

**CONSENT CALENDAR**

Items 9, 17 and 19 were removed for further discussion.

1. **CITY COUNCIL MINUTES OF JULY 28, 2009**

Recommendation: City Council approved the minutes of July 28, 2009

Documentation: M.O. 02-080409

Disposition: Approved

2. **BUDGET ADJUSTMENT FOR THE 2009-10 FISCAL YEAR**

Recommendation: That the Council approve the attached budget adjustments, and authorize staff to modify expenditure estimates as described on the attached schedule.

Documentation: M.O. 03-080409

Disposition: Approved

3. **CLAIM – JOHN STEWART**

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

Documentation: M.O. 04-080409

Disposition: Approved

4. **CLAIM – WORD OF VICTORY CHURCH**

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

Documentation: M.O. 05-080409

Disposition: Approved
5. PURCHASE OF SPECIALIZED EQUIPMENT

Recommendation: That Council authorize purchase by negotiation of the specialized equipment listed and authorize payment for said equipment upon satisfactory delivery.

Documentation: M.O. 06-080409
Disposition: Approved

6. AUTHORIZATION TO EXECUTE MASTER SERVICE AGREEMENT – AIRPORT ARCHITECTURAL AND ENGINEERING SERVICES

Recommendation: That City Council:
1. Accept Tartaglia Engineering as the “Engineer of Record” for current and future FAA-funded projects for a period of five (5) years, and authorize the Mayor to execute the attached Master Service Agreement with Tartaglia Engineering;
2. Authorize Staff to negotiate project specific Authorization of Services (AOS) in accordance with FAA grant requirements, and authorize the City Manager to execute the AOS as long as they are approved by the FAA, funds are available under the grant agreements, and Council has approved the acceptance and execution of the grant agreements; and
3. Authorize periodic payments under the grant terms and conditions.

Documentation: M.O. 07-080409
Disposition: Approved

7. APPROVAL OF MEASURE “R” PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

Recommendation: That the City Council:
1. Approve the attached Resolution in support of the Program Supplement to Cooperative Agreement;
2. Authorize the Mayor and City Clerk to execute the Program Supplement; and
3. Authorize staff to forward the executed Program Supplement to TCAG for approval, and commence with monthly reimbursement requests for transit operational costs related to Route 8.

Documentation: Resolution No. 71-2009
Disposition: Approved

8. ACCEPTANCE OF ANNEXATION WATER AGREEMENT FOR THE FAIRWAYS TRACT ANNEXATION NO. 271

Recommendation: That the City Council accept the Draft Annexation Water Agreement
between the City of Porterville and the Fairways Tract Water Company and authorize the Mayor to sign the agreement.

City Attorney Lew noted typographical changes made to the agreement, and advised Council approval of the revised version which corrected the minor typographical errors.

Documentation: M.O. 08-080409
Disposition: Approved

10. HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) APPLICATION

Recommendation: That the City Council:
1. Adopt the draft resolution approving the submittal of a HOME Investment Partnership Program (HOME) funding application for $800,000 for continuation of the First Time Low Income Homebuyer Program ($800,000);
2. Authorize the Mayor to execute all documents pertaining to the HOME program; and
3. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development for administration of the HOME program.

Documentation: Resolution No. 72-2009
Disposition: Approved

11. STREET PERFORMANCE MEASURE – 4TH QUARTER UPDATE

Recommendation: Information Only

Documentation: M.O. 09-080409
Disposition: Approved

12. CODE ENFORCEMENT UPDATE

Recommendation: Information Only

Documentation: M.O. 10-080409
Disposition: Approved

13. ANIMAL CONTROL SERVICES UPDATE

Recommendation: This agenda item is for informational purposes and no specific action is requested.
14. INTERIM FINANCIAL STATUS REPORTS AND GRANTS SUMMARY REPORT

Recommendation: That the City Council accept the interim financial status reports and grants summary report as presented.

Documentation: M.O. 12-080409
Disposition: Approved

15. QUARTERLY PORTFOLIO SUMMARY

Recommendation: That the City Council accept the quarterly Portfolio Summary.

Documentation: M.O. 13-080409
Disposition: Approved

16. THIS ITEM WAS REMOVED.

18. ATTENDANCE REPORT FOR CITY COMMISSIONS, BOARDS AND COMMITTEES – 4TH QUARTER Update

Recommendation: Informational report only.

Documentation: M.O. 14-080409
Disposition: Approved

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED Council Member Felipe Martinez that the City Council approve Item Nos. 1 through 8, 10 through 16, and 18. The motion carried unanimously.

9. UPDATE AND ACTION REQUEST ON ROCKY HILL 550K RESERVOIR DESIGN PROJECT

Recommendation: That the City Council:
1. Affirm that the Rocky Hill 550,000 Gallon Reservoir project is still a priority project;
2. Direct the Public Works Director to prepare and execute an addendum adjusting the final design services agreement to reflect an increase of $25,600;
3. Direct the City Manager to prepare and implement a budget adjustment to the 2009/2010 budget in the amount of $55,235 to cover start up and design completion services and that said cost be borne from the Water Replacement Fund: and
4. Direct the City Manager to prepare and implement a budget
adjustment to the 2009/2010 budget in the amount of $10,000 to cover design administration efforts and that said cost be borne from the Water Replacement Fund.

City Manager Lollis introduced the item, and Public Works Director Baldo Rodriguez presented the staff report.

The Council inquired about the delay and the service area.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED Council Member Pedro Martinez that the City Council affirm that the Rocky Hill 550,000 Gallon Reservoir project is still a priority project; direct the Public Works Director to prepare and execute an addendum adjusting the final design services agreement to reflect an increase of $25,600; direct the City Manager to prepare and implement a budget adjustment to the 2009/2010 budget in the amount of $55,235 to cover start up and design completion services and that said cost be borne from the Water Replacement Fund; and direct the City Manager to prepare and implement a budget adjustment to the 2009/2010 budget in the amount of $10,000 to cover design administration efforts and that said cost be borne from the Water Replacement Fund. The motion carried unanimously.

Disposition: Approved

17. CITY IMPACTS DUE TO STATE BUDGET MODIFICATIONS

Recommendation: None - Information

City Manager Lollis introduced the item and presented the staff report.

Disposition: No action


Recommendation: That the Council approve the Community Civic Event Application and Agreement submitted by the Filipino-American Association of California, subject to the stated requirements contained in Exhibit “A”.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request.

Council Member Martinez inquired about the request to close the traffic line surrounding Veteran’s Park. At the request of the City Manager, Police Chief McMillan indicated that the request was for the purpose of having a motorcade, yet one was not necessary as long as the participants obeyed traffic laws.
COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Pedro Martinez that the City Council approve the Community Civic Event Application and Agreement submitted by the Filipino-American Association of California, subject to the stated requirements contained in Exhibit “A”. The motion carried unanimously.

Disposition: Approved

The Council recessed for ten minutes.

PUBLIC HEARINGS

20. CONSIDERATION OF THE ADOPTION OF A NOISE ORDINANCE

Recommendation: That the City Council:

1. Approve the proposed ordinance and give first reading to the draft ordinance.
2. Waive further reading and order the Ordinance to print.

City Manager Lollis introduced the item. Council Member Pedro Martinez recused himself due to a financial conflict, and left the Council Chambers. Mayor McCracken noted that his disc jockey business was not active, and the City Attorney advised he would only have a conflict if he expected to receive income in the next twelve months.

City Planner Ben Kimball presented the staff report, which included a demonstration of the decibel levels proposed in the noise ordinance.

The public hearing was opened at 9:22 p.m.

- Ben Harvey, a resident of Porterville, spoke in favor of the proposed ordinance and of noise issues in his neighborhood.
- Ron Irish, address on record, indicated that the past City Council did not pass the noise ordinance due to the expense of equipment required for enforcement.
- Greg Shelton, address on record, voiced concern with lower proposed levels and enforcement.
- Brock Neely, asked if the ordinance excluded public safety vehicles.
- Dick Eckhoff, address on record, inquired about hearing damage level; the handling of political sound trucks; and voiced various concerns with the proposed ordinance.
- Anthony Mock, 1570 W. Median Circle, questioned if the ordinance was well thought out and enforceable.
- Darrel (last name inaudible), voiced concern with the proposed ordinance.

The public hearing was closed at 9:32 p.m.

The Council inquired about how downtown music events and school band activities would be affected by the proposed ordinance. Community Development Director Brad Dunlap indicated that the proposed ordinance was not intended to impede community activities and noted that protection of school activities could be built into the ordinance. City Planner Kimball noted noise source
exceptions in the ordinance, which included school athletic and entertainment events and emergency service vehicles.

At the Mayor’s request, the City Attorney advised that the typical method of enforcement would be Municipal Code violation prosecutions handled through the courts, and provided clarification regarding fines.

Council Member Hamilton made a motion to approve the proposed ordinance, which was then seconded by Vice Mayor Ward. Council Member Felipe Martinez requested an amendment to change subsection C1 of Section 18-82 to increase the maximum exterior noise level in parks from 70 decibels to 75. The friendly amendment was accepted.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council approve the proposed ordinance, as amended, and give first reading to the draft ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING TO THE MUNICIPAL CODE CHAPTER 18, ARTICLE V PERTAINING TO NOISE; waive further reading and order the ordinance to print.

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

The City Attorney read the ordinance by title only.

Disposition: Approved, as amended.

21. LANDSCAPE & LIGHTING DISTRICTS ANNUAL ASSESSMENTS

Recommendation: That the City Council:

1. Conduct a public hearing on the 2009-2010 Assessments for the Landscape and Lighting Maintenance districts to take comments or receive protests on the proposed assessments; and

2. Adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer’s Report and Assessments for the 2009-2010 Fiscal Year.

3. Provide direction for preparation of a staff report for Council’s consideration at the regular meeting of August 18, 2009 on the matter of initiating a project to undertake consolidation of the Landscape Maintenance Districts along with identification of corrective options for deficit districts.

City Manager Lollis introduced the item, and Parks & Leisure Services Director Jim Perrine presented the staff report.
A discussion ensued with regard to the assessed amount and the costs to maintain the districts. Mr. Perrine indicated that in cases where too much is assessed the excess is kept as a credit until it reaches a certain amount, after which it is then refunded.

The public hearing opened at 10:02 p.m.

- Ron Irish, address on record, voiced support for Landscape and Lighting Maintenance Districts; acknowledged Dave Zorn’s efforts; requested information on how districts are run; and suggested a meeting be scheduled to address his concerns.
- Greg Shelton, address on record, inquired if any work has gone out to bid to save on costs and promote transparency.
- Lois Innis, Glen Court in Porterville, asked if the City had any solar-produced lighting and suggested its utilization.
- Greg Woodard, 1055 W. Morton, suggested energy-efficiency retrofitting to save money; asked if money could be saved if sub contracted; and inquired about administrative costs.
- Dick Eckhoff, address on record, inquired about a time limit on districts and spoke of various concerns.

The public hearing was closed as 10:13 p.m.

At the request of the Mayor, City Attorney Lew explained that any change in the methodology for calculating the rate or an increase in rates would require a protest proceeding, which is more like a ballot proceeding, and spoke briefly about the process of consolidating districts.

A discussion then ensued regarding deficit and the performance of districts. City Manager Lollis indicated that staff’s emphasis has been how to better refine the individual districts performance. The City Attorney advised that the deficit of an existing district could be absorbed into the new district following consolidation, but that each case would have to be evaluated.

Vice Mayor Ward inquired about the possibility of the entire city being one district, and the City Attorney advised that the needs of each district would need to be considered to determine if it were fair to members of the districts to do so.

Parks and Leisure Services Director Perrine noted that maintenance of the districts were contracted out, and spoke briefly of the administrative efforts associated with the tracking of the districts.

Council Member Pedro Martinez requested the scheduling of a study session.

**COUNCIL ACTION:**

Resolution 73-2009

MOVED by Council Member Hamilton, SECONDED by Council Member Felipe Martinez that the City Council adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer’s Report and Assessments for the 2009-2010 Fiscal Year; and authorize the scheduling of a study session at the Community Room. The motion carried
unanimously.

Disposition: Approved, and direction given.

SECOND READINGS
22. ORDINANCE 1756, MAINTENANCE AND SAFETY OF RAILROAD CROSSINGS

Recommendation: That the Council give Second Reading to Ordinance No. 1756, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Council Member Felipe Martinez that the City Council give Second Reading to Ordinance No. 1756, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING SECTION 20-0.5 TO CHAPTER 20, ARTICLE I, AND AMENDING SECTION 20-7 AND ADDING SECTION 20-38.1 TO CHAPTER 20, ARTICLE II OF THE PORTERVILLE MUNICIPAL CODE REGARDING MAINTENANCE AND SAFETY OF RAILROAD CROSSINGS; waive further reading, and adopt said Ordinance. The motion carried unanimously.

The City Manager read the Ordinance by title only.

Disposition: Approved

The Council recessed for ten minutes.

SCHEDULED MATTERS
23. APPLICATION FOR A CARD ROOM LICENSE – THE MINT CARD ROOM

Recommendation: That City Council consider the issuance of a Card Room License to applicant, for the conduct of a card room operation at 1356 West Olive Avenue.

City Manager Lollis introduced the item. Council Member Felipe Martinez recused himself due to a previously declared conflict and left the Council Chambers. Police Captain Silver Rodriguez presented the staff report.

Vice Mayor Ward indicated that he had moral objections to gambling, and expressed his concern with the proposed location’s proximity to two local schools.

Vice Mayor Ward and made a motion to deny the applicant’s request for a card room license.
to conduct a card room operation at 1356 West Olive Avenue. The motion died for lack of a second.

Council Member Pedro Martinez expressed concern with the hours of operation, and the City Attorney advised that the Council did have the ability to revoke or modify the conditions of the license if issues arose. Captain Rodriguez referenced ordinance language which described the Council’s ability to grant the license subject to discretionary conditions or refuse to issue the license.

Vice Mayor McCracken suggested that the Council conduct a six month review of the license.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Pedro Martinez that the City Council approve the issuance of a Card Room License to the applicant, for the conduct of a card room operation at 1356 West Olive Avenue; and direct staff to provide an update/review to the Council in six months.

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

Disposition: Approved, and direction given.

24. DESIGNATION OF VOTING DELEGATES FOR LEAGUE OF CALIFORNIA CITIES 2009 ANNUAL CONFERENCE

Recommendation: That the City Council designate one City Council Member to serve as a voting delegate, and one City Council Member to serve as an alternate voting delegate, at the League of California Cities 2009 Annual Conference on September 16-18, 2009.

Mayor McCracken introduced the item, and the staff report was waived at the Council’s request.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Felipe Martinez that the City Council designate Vice Mayor Ward to serve as voting delegate, and Council Member Pedro Martinez to serve as alternate voting delegate at the League of California Cities 2009 Annual Conference on September 16-18, 2009. The motion carried unanimously.

Disposition: Approved

25. CONSIDERATION OF RESOLUTION, LETTER, OR PROCLAMATION OF OPPOSITION TO STATE SENATE BILL 54 (LENO)

Recommendation: None
City Attorney Lew indicated that she had received a request from the Mayor to provide information concerning the current status of the law under Proposition 8 and how that affects the recognition of out-of-state same-sex marriages. The City Attorney elaborated on case law and legislation she reviewed in response to the request, and provided an opinion pertaining to the issue, in which she advised that the matter was still unclear consulting current case law.

Council Member Hamilton read language from Section 308 of the Family Code as it existed, and as it was being brought forth by Senator Leno; and spoke in opposition to State Senate Bill 54, commenting that Senator Leno’s version bore no similarity to the original bill.

City Attorney Lew read the draft resolution into the record, at the Council’s request.

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE OPPOSING
STATE SENATE BILL 54 (LENO)

WHEREAS, Article 1, Section 7.5 of the California Constitution reads “Only marriage between a man and a woman is valid or recognized in California”.

WHEREAS, these words reserving marriage for a man and a woman were placed into the Constitution by the people’s affirmative vote on Proposition 8 on November 5 last year.

WHEREAS, 78,578 voters in Tulare County or 75.1% of the electorate voted in favor of Proposition 8.

WHEREAS, the California Constitution, Article II, Section 1 states that “all political power is inherent in the people” and that “they have the right to alter or reform it when the public good may require”.

WHEREAS, the natural institution of marriage is, was, and should always remain a beautiful, special relationship between a husband and a wife.

WHEREAS, marriage between a man and a woman is an important and beneficial role model for children to emulate.

WHEREAS, Proposition 8 reserved marriage licenses to a man and a woman by stating that the only “valid” marriage is “marriage between a man and a woman”.

WHEREAS, Proposition 8 additionally prohibited recognition of out-of-state marriages by stating that man-woman marriages are the only marriages “recognized” by the State of California.

WHEREAS, Senate Bill 54, authored and coauthored by eight Democrats in the California Senate and Assembly, would undermine Proposition 8, the people’s vote, and the marriage institution itself by awarding marriage licenses and marriage rights to out-of-state relationships that are not “a man and a woman”.
WHEREAS, SB 54 stipulates that a “marriage” between two persons of the same sex contracted outside this state is valid in California if the marriage was contracted prior to the passage of Proposition 8.

WHEREAS, SB 54 blatantly violates Article 1, Section 7.5 of the California Constitution, which states that the “only” type of marriage “recognized” from outside California is “marriage” between a man and a woman”.

WHEREAS, the Constitution refers to marriages past, present, and future when it absolutely and unequivocally states that, “Only marriage between a man and a woman is valid or recognized in California”.

WHEREAS, the Proposition 8 proponents further stated in their ballot arguments that “Your YES vote on Proposition 8 means that only marriage between a man and a woman will be valid or recognized in California, regardless of when or where performed”.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville, in respect of the voters, the California Constitution, and for the sake of the best interests of children, the City of Porterville opposes SB 54 as a blatant violation of our state constitution and the people’s vote to reserve marriage licenses for a man and a woman in the State of California.

PASSED, APPROVED AND ADOPTED this 4th day of August, 2009.

A discussion ensued with regard to domestic partnerships, the label of marriage, and the motives behind the bill.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council approve the resolution as presented.

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

Council Member Pedro Martinez read a letter that he stated he would be personally sending to State Legislators, and requested that he or Vice Mayor Ward be designated to deliver the letter. He then encouraged all the members of the Council to send their own letters to legislators regarding various issues of concern.

Council Member Hamilton expressed disappointment with the Council’s action, and voiced concern with a blog he read about the vote on the item, and a discussion ensued with regard to the blog and the proposed travel to Sacramento. Staff was directed to put an item regarding the travel on the next agenda.

Disposition: Approved, and direction given.
ORAL COMMUNICATIONS

- Roland Davis, a Springville resident, voiced disappointment in the Council’s decision regarding SB54.
- Jessica Mahoney, thanked the Council for its vote on Item 25.
- Anthony Mock, voiced disappointment with the Council’s vote on Item 25.
- Barry Caplan, thanked the Council for its vote regarding SB54.
- Dennis Townsend, voiced dismay with the Council’s denial of the proposed resolution in Item 25.
- Marty (last name inaudible), voiced disappointment with the Council’s vote on Item 25.

OTHER MATTERS

- Council Member Felipe Martinez spoke of well issues of residents on Beverly Street south of North Grand Avenue, and of their request to connect to City water.
- Council Member Pedro Martinez thanked staff for their efforts towards the successful Kids’ Day Event held at Murry Park the previous weekend; and noted the recent passing of a City employee and requested that flowers and condolences be sent from the Council.
- Council Member Ward clarified for the record the reasons for his absences at the recent Community Forums, noting they were due to his wife’s surgery, an out-of-state family reunion, and his unavailability on Monday evenings.

ADJOURNMENT

The Council adjourned at 11:48 p.m. to the meeting of August 18, 2009 at 6:00 p.m.

______________________________
Luisa Herrera, Deputy City Clerk

SEAL

______________________________
Pete V. McCracken, Mayor
SUBJECT: BUDGET ADJUSTMENT FOR THE 2009-10 FISCAL YEAR

SOURCE: Finance Department

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

OHV Grant Acquisition Match

In the City Council meeting of June 16, 2009, Council adopted the 2009-2010 Fiscal Year Budget which included the OHV Park Improvement project. The total estimated cost of the project is $1,194,000, with $864,000 of the funding coming from an OHV grant from the State of California. At this time, staff recommends a budget adjustment of $183,000 from the Storm Drain Reserve Fund to fund a portion of the local match, in order to start phase 1 of the project. Staff will bring back to council another request for budget adjustment for the rest of the local match funding.

Edward Byrne Memorial Justice Assistance Grant Funds

We have received notification that our application for JAG funds in the amount of $30,690 has been approved. As proposed in our grant request, the funds will be used to offset operational costs for the Law Enforcement Joint Use Helicopter Program. Staff requests a budget adjustment to increase grant revenue by $30,690 and appropriate the same amount for the Helicopter Program.

RECOMMENDATION: That the Council approve the attached budget adjustments, and authorize staff to modify revenue and expenditure estimates as described on the attached schedule.
Date: September 1, 2009

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<td>3</td>
<td>Helicopter Program</td>
<td>JAG Fund</td>
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Modification No: 2-09/10
SUBJECT: AUTHORIZATION TO NEGOTIATE A CONTRACT - ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ANIMAL SHELTER AND DOG PARK PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On July 30, 2009, staff received 11 Statement of Qualifications\Proposals for the design and preparation of plans and project manual for the Animal Shelter and Dog Park Project. The proposals were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" adopted by City Council (Resolution 16-2001). On August 25, 2009, staff interviewed the top four firms wherein they were rated according to the aforementioned policy, with the following results:

1. Taylor-Teter Partnership 92.4 pts.
2. Indigo | Hammond + Playle Architects, LLP 86.0 pts.
4. TAE, Inc., Architecture & Planning 78.0 pts.

Staff is expecting consultant fees to range from $75,000 to $85,000, once there is a full understanding of the design scope. Staff will seek City Council approval of a Service Agreement at a later meeting.

Measure H, Wastewater Treatment Facility and Building Construction Funds are the funding sources for this project, as approved by the 2009/2010 Annual Budget.

RECOMMENDATION: That City Council:

1. Authorize staff to define a scope of professional services and negotiate a contract with Taylor-Teter Partnership; and

2. Authorize staff to negotiate a contract with the 2nd or 3rd ranked firm if staff is unable to negotiate an acceptable contract with Taylor-Teter Partnership.

ATTACHMENT: Locator Map

Item No. 3
SUBJECT: HOUSEHOLD HAZARDOUS WASTE RECYCLE-ONLY COLLECTION FACILITY

SOURCE: Public Works - Field Services Division

COMMENT: Tulare County Environmental Health Services (TCEHS) wishes to enter into a Joint Powers Agreement with the City of Porterville to establish a Household Hazardous Waste (HHW) Collection Facility in Porterville to better serve the residents of Tulare County. The agreement is for a Recycle-Only HHW Collection Facility which will only accept latex paint; used oil; used oil filters; antifreeze; spent lead-acid batteries; nickel-cadmium, alkaline, or carbon-zinc batteries; intact spent fluorescent lamps; and intact spent high intensity discharge (HID) lamps. TCEHS met with staff to select a suitable site for the collection facility at the Corporation Yard.

A preliminary analysis of areas of responsibilities and cost has been made. The City of Porterville will be responsible for providing the site, facility, and staffing for collection and documentation of the Collection Facility. TCEHS will be responsible for obtaining any necessary permits and provide equipment and collection containers to operate, expert advice, transportation and disposal of materials, and signage and flyers. It is estimated that the City's cost for the finished facility improvement will be under $1000 plus 4 man hours weekly and will be funded from the Solid Waste Fund.

The agreement will go before the Tulare County Board of Supervisors for approval on September 29th, and it is anticipated that the Collection Facility will be operational by mid October.

RECOMMENDATION: That the City Council authorize the Mayor to sign the Agreement between the City of Porterville and Tulare County.

ATTACHMENT: Joint Powers Agreement
JOINT POWERS AGREEMENT

THIS AGREEMENT, is entered into as of ______________, between the COUNTY OF TULARE, referred to as COUNTY, and the City of Porterville, referred to as CONTRACTOR, with reference to the following:

A. COUNTY wishes to jointly establish and operate a recycle-only household hazardous waste collection facility ("Facility") as defined in California Health and Safety Code Section 25218.1(n) within the City of Porterville; and

B. CONTRACTOR and COUNTY each have the power to establish, operate and maintain such a Facility as recognized by California Health and Safety Code Sections 25201(c) and 25218.8; and

C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein and CONTRACTOR and COUNTY are authorized by Government Code Section 6500 et seq. to enter into this Joint Powers Agreement.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective as of October 1, 2009 and shall expire at 11:59 PM on June 30, 2010 unless otherwise terminated as provided in this Agreement.

2. SERVICES TO BE PERFORMED: See attached EXHIBIT A

3. RESPONSIBILITIES: The CONTRACTOR and COUNTY enter into this Agreement for exchange of services. CONTRACTOR and COUNTY shall generally be responsible for:

   City:  1. Provide and make available an appropriate site ("Site"), including such buildings as are available, for the Facility at its Corporation Yard located at 555 N. Prospect, Porterville, CA;
   2. Provide staff to oversee the Facility and receive, segregate, containerize and label recyclable household hazardous waste materials from the public during operating hours as established by the City.
   3. CITY shall limit materials to be accepted at the Facility to those recyclable household hazardous waste materials listed in paragraph 1 of subsection (b), Section 25218.8, Article 10.8, Chapter 6.5, Division 20, Health and Safety Code (see subsection c of Exhibit A).

1 of 11
1. Obtain any necessary permits and Hazardous Waste Generator ID Numbers for the Facility;
2. Evaluate the suitability of existing buildings made available by CITY at the Site;
3. Provide such equipment, containers, and labels as may be necessary to operate the Facility;
4. Provide expertise and advice necessary to operate the Facility;
5. Transport, or arrange for transport, of recyclable household hazardous waste materials collected at the Facility for proper recycling or disposal.

Responsibilities are more particularly described in Exhibit A.

4. **NO SEPARATE ENTITY**: There will be no separate and distinct public entity created pursuant to this Agreement.

5. **LEAD AGENCY**: COUNTY shall be the lead agency and will be primarily responsible for all activities and obligations set forth herein unless otherwise indicated.

6. **RULES AND REGULATIONS**: COUNTY will, with consultation and approval from CITY, develop all necessary and appropriate policies, rules, and regulations, for the use of, and public access to, the Facility.

7. **COMPLIANCE WITH LAW**: The parties agree to jointly operate and maintain the Facility in accordance with applicable Federal, State, and local laws, regulations and directives, including, without limitation, those provided in Division 20, Chapter 6.5, Article 10.8 of the Health and Safety Code (commencing with Section 25218). With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

8. **PAYMENT FOR SERVICES**: The annual funding provided by County under this Agreement is limited to a maximum of $75,000.

9. **INDEPENDENT CONTRACTOR STATUS**:
   (a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.
(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

10. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

11. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

12. **CONFLICT OF INTEREST:**
(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests
and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

13. **INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in EXHIBIT B attached.

14. **INDEMNIFICATION:** COUNTY and CONTRACTOR shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of COUNTY or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

15. **AUTHORITY TO ACT:** Authority to act under this Agreement on behalf of each party is hereby vested with the City Manager of CITY and the Environmental Health Director of COUNTY, or their designees.
16. **TERMINATION:**

(a) **Without Cause:** County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

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

1. be adjudged a bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement, or
6. material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR’s behalf, as to any matter related in any way to COUNTY’s retention of CONTRACTOR, or
7. other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR’s scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement shall
not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR’s services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR’s services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

18. **SOFTWARE WARRANTY:** CONTRACTOR warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software will not cause incorrect scheduling or reporting or other improper operations or results.

19. **FORM DE-542:** CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR’s full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract’s expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE-542. Failure to provide the required information may, at COUNTY’s option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

20. **NOTICES:**
   (a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:
COUNTY:
CONTRACT UNIT
TULARE HEALTH & HUMAN SERVICES AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-737-4686
Fax No.: 559-737-4059

CONTRACTOR:
CITY OF PORTERVILLE
291 N. Main Street
Porterville, CA 93257-3737

Phone No.: (559) 782-7514
Fax No.: (559) 782-8937

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

21. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

22. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
23. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

24. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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

26. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

28. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

29. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

30. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

31. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any
characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

32. **NON-DISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS:**

(a) By signing this Agreement CONTRACTOR agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977 as amended and the non-discrimination compliance regulations contained in 7 CFR 272.6; Title II of the Americans with Disabilities Act of 1990; The Unruh Act, California Civil Code section 51 et seq., as amended; California Government Code sections 11135-11139.5 as amended; California Government Code section 12940 (c), (h), (i), (j) and (l); California Government Code section 4450; Title 22, California Code of Regulations sections 98000-98413; the Dymally-Altore Bilingual Services Act (California Government Code sections 7290-7299.8); section 1808 of the Removal of Barriers to Interethic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 29 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and will immediately take any measures necessary to effectuate this Agreement.

(b) This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures, which have the effect of subjecting individuals to discrimination, will be prohibited.
(c) CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized county, state and federal government personnel, during normal working hours, to review such books and accounts as needed to ascertain compliance. If there are any violations of this assurance, the state shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: __________

BY __________________________
Chairman, Board of Supervisors

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

By __________________________
Deputy Clerk

CONTRACTOR
City of Porterville

Date: __________

By __________________________
TITLE ________________________

Date: __________

By __________________________
TITLE ________________________

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.
Approved as to Form
County Counsel

By____________________
   Deputy

Date ________
Exhibit A

CITY OF PORTERVILLE RECYCLE-ONLY HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

The COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, seek to partner to establish a Recycle-Only Household Hazardous Waste Collection Facility (Facility) to divert household hazardous waste (HHW) from the solid waste stream. Responsibilities under this Agreement to establish and maintain the Facility are as follows:

a. CITY shall provide and make available an appropriate site to establish Facility at the City Corporation Yard located at 555 N. Prospect, Porterville, CA (Site).

b. Prior to commencing operations, CITY shall submit the following written information to the Tulare County Certified Unified Program Agency (CUPA):

   1. A certification that the household hazardous waste collection facility will be operated in accordance with this article and with any other requirement that may be imposed by the department by regulation.

   2. All of the following information:

      A. The Facility’s name.

      B. The Facility’s location.

      C. The Facility’s generator identification number.

      D. The date that the Facility will begin operation.

      E. The Facility’s operating schedule.

   3. In addition to the information required pursuant to paragraph (2) of subdivision (a), the public agency, or its contractor, shall also subsequently notify the CUPA of any significant change in the Facility’s operating schedule.

c. CITY shall limit materials to be accepted at the Facility to those recyclable household hazardous waste materials listed in paragraph 1 of subsection (b), Section 25218.8, Article 10.8, Chapter 6.5, Division 20, Health and Safety Code. These are:

   1. Latex paint.

   2. Used oil.

   3. Used oil filters.

   4. Antifreeze.

   5. Spent lead-acid batteries.

   6. Nickel-cadmium, alkaline, carbon-zinc, or other small batteries, if the facility is in compliance with Section 25216.1.
Exhibit A

7. Intact spent fluorescent lamps.

8. Intact spent high intensity discharge (HID) lamps.

d. CITY shall not accept any other hazardous wastes or other materials at the Facility other than the materials specified in paragraph (1) of subsection (b), Section 25218.8.

e. CITY shall be responsible for training of employees with responsibilities for handling or managing recyclable household hazardous waste materials to be accepted at the Facility. The Occupational Safety & Health Administration requires that training be the responsibility of the employer.

1. The training requirements for Small Quantity Universal Waste Handlers (i.e., handlers who at no time accumulate more than 5,000 kilograms of UW) are listed in the regulations (22CCR §66273.16); "A small quantity handler of universal waste shall inform all employees who handle or have responsibility for managing universal waste. The information shall describe proper handling and emergency procedures appropriate to the type(s) of universal waste handled at the facility."

2. The attached Universal Waste Lamp Operations - Recommended Best Practices, Segregating Spent Lamps, Segregating Spent Batteries, Clean Harbors Battery Packaging Protocol (V06.2008), and Battery Quick Reference provides suggested guidance on hazards, proper handling and management, and emergency procedures (see Attachments 5, 4, 1, 2, and 3, respectively).

f. CITY shall provide direct staff oversight of the Facility when open to the public to insure the following:

1. The materials are transported to the collection facility by the person who generated the material.

2. The materials transported to the facility are transported in accordance with Section 25218.5 as listed below:

3. The total combined volume or weight of latex paint, used oil filters, antifreeze, and small batteries transported to the Facility by any one individual shall not exceed a total volume of 10 gallons or a total dry weight of 100 pounds. Up to two spent lead-acid batteries may be transported at the same time and not more than 20 gallons of used oil may be transported in the same vehicle if the volume of each individual container does not exceed five gallons.

g. In conjunction with the COUNTY, CITY staff shall provide oversight of the Facility to insure the following:

1. The materials collected are not stored at the Facility for more than 180 days, except that less than one ton of spent lead-acid batteries may be stored at the facility for up to one year. More than one ton of spent lead-acid batteries shall not be stored at the Facility for more than 180 days.

2. Not more than 600 pounds of household batteries are stored at any one time and no
Exhibit A

household batteries are stored for longer than 180 days. For the purposes of this Agreement, "household batteries" means primary or secondary batteries, including nickel-cadmium, alkaline, carbon-zinc, and other batteries generated as non-RCRA waste similar in size to those typically generated as household waste. "Household batteries" does not include lead-acid batteries.

3. The household batteries are stored and transferred in a manner which minimizes the possibility of fire, explosion, or any release of hazardous substances or hazardous waste constituents.

4. The Facility retains a copy of the hazardous waste manifest or bill of lading used during transportation of household batteries from the Facility for a period of three years. If a bill of lading is used, the bill of lading shall have, at a minimum, all of the following information:

   A. The name, address, and telephone number of the collection location, transporter, and receiving facility.

   B. A general description and quantity of batteries.

   C. The date of the transfer.

   D. The signatures of the transporter and the collection location representative.

h. CITY shall manage collected materials in accordance with the hazardous waste segregation, containerization, labeling, accumulation, emergency response, and personnel training requirements of Chapter 6.5 of Division 20, Health and Safety Code and Title 22 California Code of Regulations under guidance by COUNTY.

i. CITY shall post the signs depicted in Figure 1 (to be provided by COUNTY) to warn the public not to abandon used oil or other hazardous wastes at the facility.

j. CITY may post the signs depicted in Figures 3 – 5 (to be provided by COUNTY) to indicate that used oil and oil filters are received at the Facility. If the sign in Figures 3 is posted, the Facility operators may elect to cover the phrase "Recycling Incentive Paid for Used Lubricating Oil in Containers During Business Hours from Members of the Public Who Change Their Own Oil" if the Facility operator chooses not to offer the recycling incentive to the public.

k. CITY may post the signs depicted in Figures 6 – 13 (to be provided by COUNTY) as needed.

l. CITY shall be responsible for:

   1. Unloading containers and packaging materials supplied by the COUNTY.

   2. Affixing appropriate labels and marking the accumulation start date on each container.

   3. Provide and oversee completion of a Survey Form by each person dropping off materials at the center.
Exhibit A

4. Stacking and strapping containers of collected materials on pallets for transportation offsite.

5. Coordinate transportation of collected materials by COUNTY staff or COUNTY contractor.

6. Providing a certified forklift operator to loading palletized containers of collected materials onto COUNTY vehicle, or COUNTY contractor vehicle for transportation offsite.

m. CITY Facility employees shall allow the public to drop off only latex paint with legible labels. No spray, oil base, lacquer, enamels or other paint may be accepted. No thinners, solvents, mineral spirits, or other flammable, combustible, or toxic liquid or toxic materials may be accepted. Latex paint containers shall be placed into a cubic yard box. Containers with a capacity of five gallons or greater may be stacked onto a pallet.

n. CITY Facility employees should do the following before accepting used oil from the public:

1. Ask the customer if anything has been added to the used oil, such as gasoline, solvents, antifreeze, paint, or other household products. If the customer says they have added a contaminant, do not accept it.

2. Examine the used oil to see if it has signs of layering, dirt or debris floating in it, or has an unusual color or odor. If the used oil appears contaminated, do not accept it.

3. Facility employees must give any customer with contaminated used oil the location of the Visalia Permanent HHW Collection Center or the telephone number of the Tulare County Environmental Health Department (559-733-6441).

4. CITY shall post the signs depicted in Figure 2 (to be provided by COUNTY) to remind both employees and customers not to mix anything with used oil or pour contaminated used oil into storage tanks.

5. CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 18).

o. CITY Facility employees shall allow the public to drop off only used antifreeze that has not been contaminated or adulterated (see procedure above for used oil). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 18).

p. CITY shall post the signs depicted in Figures 14 & 15 (to be provided by COUNTY) to remind both employees to insulate the terminals on spent batteries and cell phones to prevent discharge before placing into storage containers. CITY Facility employees shall categorize, segregate and package spent batteries collected from the public according to the attached Segregating Spent Batteries, Clean Harbors Battery Packaging Protocol (V06.2008), and Battery Quick Reference and other subsequent guidance as may be necessary (see Attachments 1 – 3, respectively). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each
Exhibit A

storage container (see Figure 17 or 18, as appropriate).

q. CITY Facility employees ensure that spent fluorescent and high intensity discharge (HID) lamps collected from the public are properly segregated, containerized and labeled. CITY Facility employees shall be responsible for compliance with the applicable requirements for Small Quantity Universal Waste Handlers. The attached Segregating Spent Lamps and Universal Waste Lamp Operations - Recommended Best Practices are provided as suggested guidance (see Attachments 4 & 5, respectively). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 17).

r. The COUNTY will provide the Facility with appropriate containers and packing materials. The Facility will be provided with the following containers at a minimum:

1. Containers for latex paint collection including at least one cubic yard box with pallet.

2. Containers for used oil collection including at least one 55-gallon drum with secondary containment.

3. Containers for used oil filter collection including at least one 55-gallon drum.

4. Containers for antifreeze collection including at least one 55-gallon drum with secondary containment.

5. Storage for spent lead-acid batteries automobile batteries including at least one pallet with secondary containment.

6. Containers for nickel-cadmium, alkaline, carbon-zinc, or other small batteries including at least:
   A. One container for Carbon-Zinc (C-Zn) & Alkaline (Zn/MnO2) batteries.
   B. One inner container consisting of a rigid polyethylene drum for Primary Lithium batteries; including Lithium Iron Disulfide (Li/FeS2) and Lithium-Manganese Dioxide (Li/MnO2) batteries.
   C. One container for Nickel Cadmium (Ni-Cd), Nickel Metal Hydride (Ni-MH), & Nickel Zinc (Ni-Zn) batteries.
   D. One container for Lithium Ion (Li-Ion) batteries.
   E. One container for Small Sealed Lead-Acid (SSLA) i.e., "gel cell" batteries.
   F. Absorbents and packing materials (Speedy-Dry, vermiculite, baking soda, etc.).

7. Containers and packing materials for intact spent fluorescent lamps including at least:
   A. One container for 4-foot long straight fluorescent tubes.
   B. One container for 8-foot long straight fluorescent tubes.
Exhibit A

C. One container for U-bend tubes, circular tubes, and compact fluorescent lamps (CFL).

D. One container with liner for universal waste lamps that are broken during the course of operations;

8. One container and packing materials for intact spent high intensity discharge (HID) lamps.

s. The COUNTY will replenish the Facility with containers and packing materials as required.

t. The COUNTY will utilize a licensed contractor with a valid hazardous waste transporter registration to pick up the antifreeze, used oil, and oil filters from the Facility. Paint and spent batteries and lamps will be transported by the COUNTY to the Visalia Permanent Household Hazardous Waste Collection Facility for consolidation and ultimate shipment to an approved facility. The COUNTY may also elect to have a licensed contractor with valid hazardous waste transporter registration transport paint and spent batteries and lamps directly from the Facility.

u. The COUNTY will provide the Facility with appropriate labels to identify and transport wastes including, but not limited to, the labels depicted in Figures 16 – 34.

v. The COUNTY will provide appropriate signage notifying the public of separate offsite collection opportunities for lighting ballasts and other categories of UV. Signage will include acknowledgement of the CITY for hosting the Recycle-Only Collection Facility, and of funding by the California Integrated Waste Management Board.

w. The COUNTY will revise existing Health & Human Services website content to include the Facility. Bill inserts, flyers, posters, and stickers will also be used to advertise the Facility. All advertising and outreach materials will list the Facility and acknowledge the contribution of the CITY in protecting the environment.
Attachment 1
SEGREGATING SPENT BATTERIES

The following guide lists the common types of batteries and appropriate management methods. This guide is intended as a general guide. Batteries of the same type and appearance may differ significantly between manufacturers. All batteries are potentially dangerous if mishandled.

Automotive-type lead acid storage batteries

- Automotive-type lead acid storage batteries (equivalent in type and equivalent to, or smaller in size than, spent lead-acid storage batteries removed from motor vehicles as defined in Vehicle Code sections 415 and 670). Automotive-type lead acid storage batteries are also accepted for recycling at virtually all retailers that sell these types of batteries.

Handling (see INTACT LEAD ACID BATTERIES section on Page 1 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Place intact batteries on pallet.
2. Palletized batteries limited to a single layer only – do not stack batteries.
3. Shrink-wrap batteries to pallet.
4. Band batteries to pallet. (Poly-strapping is recommended)
5. All terminals must be covered with duct tape or other insulator to prevent short circuiting.

Handling of lead acid batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

The sulfuric acid contained in these batteries is very dangerous if spilled. Common baking soda may be used to neutralize spills.

Universal Waste & Non-Hazardous Waste Batteries

Segregate Universal Waste & Non-Hazardous Waste Batteries into the following categories and containers:

1. Dry Cell Battery Containing Zinc Electrodes (Nonhazardous):
   B. Alkaline, or Alkaline Manganese Dioxide-Zinc (Zn/MnO2). (9V, AA, AAA, AAAA, C, D, F, J, Lantern, N, Other) Alkaline batteries produced prior to 1996 may contain mercury. Alkaline batteries produced after 1996 generally do not exceed hazardous waste criteria.

Handling (see ALKALINE BATTERIES section on Page 7 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Material must be Non-RCRA/Non-EPA regulated
2. Batteries must be intact
Attachment 1

3. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
5. Tape battery terminals or place into individual plastic bags and place in labeled container.

Handling of alkaline batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

2. Alkaline Mercury Batteries. There are three common types of batteries that may contain added mercury:

   A. Mercuric Oxide or Mercuric Oxide-Zinc (ZnHgO2). (Button, some 9V & Button Stack). These batteries contain a high percentage of mercury and are no longer sold in the US.

   B. Silver Oxide (ZnAg2O) (Button). Silver Oxide batteries generally exceed hazardous waste criteria for silver and mercury (if present) content.

   C. Zinc Air (Zn/02). (9V, Button). Zinc air batteries generally exceed hazardous waste criteria for mercury (if present).

Handling (see ALKALINE MERCURY BATTERIES section on Page 6 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Batteries must be intact
2. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types:
   a. Alkaline Mercury Batteries
   b. Mercury Batteries
   c. Mercury Oxide Batteries
   d. Zinc-Air Battery
   e. Silver Oxide

Handling of alkaline mercury batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

3. Primary (Single Use) Lithium & Lithium Metal Batteries

   A. There are two common types of single-use lithium batteries:
      i. Lithium Iron Disulfide (Li/FeS2). (AA, AAA).
      ii. Lithium-Manganese Dioxide (Li/MnO2). (9V, Miniature, Multi, Multi Cell, Other).

   B. All batteries containing lithium generally exceed hazardous waste criteria for reactivity. An explosion or burns may result if these batteries are disassembled or exposed to water, fire, or high temperature. Lithium-ion batteries can rupture, ignite, or explode when exposed to high temperatures or direct sunlight. Never short-circuit, open the battery casing, or damage the safety devices on these batteries as it may cause the battery to ignite or explode.
Attachment 1

C. All types of intact Lithium Batteries; Hermetically Sealed, Unsealed and Small Tab Type Lithium Cells; excluding Lithium Ion MUST be packaged under mineral oil to prevent exposure to moisture. Batteries must be packaged as to remain completely submerged within the mineral oil, thus eliminating the potential of being exposed to air during shipment/transportation.

Handling (see LITHIUM BATTERIES section on Page 3 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. All drums shall be combination packaging, consisting of one or more inner packages secured in a non-bulk outer packaging.

2. Inner containers shall be of rigid poly (Note: CITY Facility employees will only place collected batteries into the inner container. COUNTY employees will inspect the full inner containers and subsequently place them into the outer container for transport).

3. Outer container must be steel and DOT approved for the packaged materials.

4. Maximum size of inner container is 5-gallons.

5. Exposed battery terminals must be covered with tape to prevent short-circuiting

6. Maximum 20 pounds of Lithium batteries per inner container.

7. Free liquid (oil) must be < 3 gallons per inner container.

8. Any void space in the outer container must be filled with vermiculite.

9. Containers must be closed securely.

Handling of lithium & lithium metal batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

3. Secondary (Rechargeable) Lithium Ion Batteries

A. Lithium Ion (Li-Ion). (Button, Proprietary Battery Pack). These batteries are rechargeable and are often found in cell phones and laptop computers.

B. All batteries containing lithium generally exceed hazardous waste criteria for reactivity. An explosion or burns may result if these batteries are disassembled or exposed to water, fire, or high temperature. Lithium-ion batteries can rupture, ignite, or explode when exposed to high temperatures or direct sunlight. Never short-circuit, open the battery casing, or damage the safety devices on these batteries as it may cause the battery to ignite or explode.

Handling (see INTACT LITHIUM ION BATTERIES section on Page 4 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Batteries must be intact, never involved in a fire, and absent of any rise in temperature.

2. Do not pack batteries with visual evidence of swelling or bulging.

3. All batteries must be insulated from each other & have ends taped to prevent short circuit.

4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)

5. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
Attachment 1

6. Batteries must be clearly labeled as “Lithium-Ion” to qualify for these packaging specifications. If Lithium battery type is questionable, ship as standard lithium batteries and follow applicable guidelines.

7. If terminals are raised, weight cannot be superimposed upon the terminals.

Handling of lithium ion batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

4. Nickel Cadmium & Nickel Metal Hydride (Rechargeable)

A. Nickel Cadmium (Ni-Cd). (9V, AA, AAA, C, D, Battery Pack) These batteries generally exceed hazardous waste criteria for Nickel and Cadmium. Do not dismantle or short circuit as this may cause the battery to explode, leak or get hot causing personal injury.

B. Nickel Metal Hydride (Ni-MH). (9V, AA, AAA, C, D, Battery Pack) These batteries do not contain cadmium but generally exceed hazardous waste criteria for Nickel. Follow the same precautions as listed above for Ni-Cd batteries.

Handling: (see NICKEL COMPOUND BATTERIES section on Page 5 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Full 55G drums must be steel for dry cells. Poly acceptable for 5 thru 30G drums and full 55G drums of wet cells only.

2. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire).

3. All batteries must be insulated from each other by placing into individual plastic bags or taping battery terminals to prevent short circuit.

4. Acceptable battery types included:
   a. Nickel Cadmium, Wet cells (D002, D006)*
   b. Nickel Hydroxide Batteries (D002)*
   c. Nickel Cadmium Batteries (D006)*
   d. Nickel Iron Batteries
   e. Rechargeable Ni-Cad Batteries (D006)*
   f. Non-Mercury Alkaline Batteries
   g. Nickel Metal Hydride
   h. Nickel Zinc
   i. Non-Mercury Alkaline Dry-cell

   *Universal waste rules may be utilized where applicable.

Handling of nickel compound batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

5. Small Sealed Lead-Acid (“Gel Cell”) batteries. Some are rechargeable. These batteries contain lead and sulfuric acid. Small Sealed Lead-Acid batteries generally exceed hazardous waste criteria for lead content and corrosivity.

Handling: (see GEL CELL BATTERIES section on Page 2 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):
Attachment 1

1. Use poly drums only (No Metal Drums with Poly-Liners).
2. Place 2 inches of speedy-dry on the bottom of each drum.
3. Stack gel cells providing 3 inches of vermiculite between layers of batteries.
4. Fill any void head-space in the drum with vermiculite.
5. Batteries limited to 50 pounds each. Total gross weight of drum not to exceed 300 pounds.
6. All terminals must be covered with duct tape or other insulator to prevent short circuiting.
7. Larger Gel Cell batteries may also be palletized as outlined above for intact lead acid batteries.

Handling of nickel compound batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

When batteries are improperly packaged, the potential for damage or injury related to reactions and/or explosion greatly increases. Clean Harbors has recognized the inherent dangers associated with batteries and has implemented the following packaging protocols. For shipments of batteries to Clean Harbors, these protocols must be followed in order to ensure safe and compliant handling and transportation of batteries. For additional guidance or assistance contact a Clean Harbors' Customer Service Representative by calling (800) 444-4244.

INTACT LEAD ACID BATTERIES

Shipping instructions:

Palletized

1. Place batteries on pallet.
2. Palletized batteries limited to a single layer only - do not stack batteries.
3. Shrink wrap batteries to pallet.
4. Band batteries to pallet. (Poly-strapping is recommended)
5. All terminals must be covered with duct tape or other insulator to prevent short circuiting. Use Hazardous Waste Manifest or B.O.L. as the shipping document.
6. Shipping Information:
   a. Batteries, wet, filled with acid, 8, UN2794, PGIII or
   b. Waste Batteries, wet, filled with acid, 8, UN2794, PGIII (D002, D008)*

   *Universal waste rules may be utilized where applicable.

7. DOT corrosive (9) diamond is required on opposing sides of pallet next to label. 2 per pallet.
8. The gross weight of the unit must not be greater than 600 lbs.

Examples:

LEAKING LEAD ACID BATTERIES OR SINGLE BATTERY SHIPMENTS

Clean Harbors is a full service environmental company which can handle your battery disposal needs. Occasionally, single lead acid batteries or leaking lead acid batteries may need to be removed from your location. For additional information on leaking or single batteries for shipment or to schedule Clean Harbors' Chemists for on-site assistance, please contact your Clean Harbors' Customer Services Representative at (800) 444-4244.
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

GEL CELL BATTERIES

Shipping instructions:
1. Use poly drums only (No Metal Drums with Poly-Liners).
2. Place 2 inches of speedy-dry on the bottom of each drum.
3. Stack gel cells providing 3 inches of vermiculite between layers of batteries.
4. Fill any void head-space in the drum with vermiculite.
5. Batteries limited to 50 pounds each. Total gross weight of drum not to exceed 300 pounds.
6. All terminals must be covered with duct tape or other insulator to prevent short circuiting.
7. Shipping Information:
   a. Batteries, wet, non-spillable, 8, UN2800, PGIII or
   b. Waste Batteries, wet, non-spillable, 8 UN2800, PGIII (D002, D008)*

   *Universal waste rules may be utilized where applicable.
8. Affix appropriate label to the container.
9. DOT corrosive (8) diamond is required.
10. Packing slips are required.
11. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.
12. Larger Gel Cell batteries may also be palletized as outlined above for intact lead acid batteries.

Examples:
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

LITHIUM BATTERIES

Shipping Instructions:

All types of intact Lithium Batteries; Hermetically Sealed, Unsealed and Small Tab Type Lithium Cells; excluding Lithium Ion MUST be packaged under mineral oil to prevent exposure to moisture. Batteries must be packaged as to remain completely submerged within the mineral oil, thus eliminating the potential of being exposed to air during shipment/transportation.

- All drums shall be combination packaging, consisting of one or more inner packages secured in a non-bulk outer packaging.
- Inner containers shall be of rigid poly.
- Outer container must be steel and DOT approved for the packaged materials.
- Maximum size of inner container is 5-gallons.
- Exposed battery terminals must be covered with tape to prevent short-circuiting
- Maximum 20 pounds of Lithium batteries per inner container.
- Free liquid (oil) must be < 3 gallons per inner container.
- Any void space in the outer container must be filled with vermiculite.
- Containers must be closed securely.

1. Shipment information
   a. If it is known that there is no reactive lithium present, then ship as:
      Lithium Battery, 9, UN3090, PGII  OR
   b. If the presence of reactive lithium cannot be determined, then ship the batteries as:
      Waste Lithium Battery, 9, UN3090, PGII (D001,D003) *
   c. Note: Lithium batteries cannot be commingled with other material.
   d. Material must be manifested directly to end disposal facility only.
      - Clean Harbors authorized lithium disposal facilities are:

Clean Harbors El Dorado, LLC  Clean Harbors Aragonite, LLC
309 American Circle 1160 North Aptus Road
El Dorado, AR 71730 Aragonite, UT 84029
EPA: ARD069748162 EPA: UTD981552177

Examples:

*Universal waste rules may be utilized where applicable.
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

INTACT LITHIUM ION BATTERIES

Lithium Ion Batteries Only

Shipping Instructions:

- Sources- Rechargeable Cell Phones, Laptops, etc.
- Batteries must be intact, never involved in a fire, and absent of any rise in temperature.
- Do not pack batteries with visual evidence of swelling or bulging.
- All batteries must be insulated from each other & have ends taped to prevent short circuit.
- Batteries may not be connected in series to one another (No two batteries may be connected by
  a common terminal or wire)
- Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
- Batteries must be clearly labeled as "Lithium-Ion" to qualify for these packaging specifications. If
  Lithium battery type is questionable, ship as standard lithium batteries and follow applicable
  guidelines
- If terminals are raised, weight cannot be superimposed upon the terminals.
- When drums are repacked, top MUST be left off the drum and do not add vermiculite until
  QC'ed by Chemists/Driver prior to shipment. If not packed according to guidelines, drum is to be
  repacked. Drum cannot be shipped if not packaged to the guidelines.
- Shipping name: Lithium Battery, 9, UN3090, PGII
- Waste codes do not apply

Examples:
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

NICKEL COMPOUND BATTERIES

Shipping Instructions:

1. Full 55G drums must be steel for dry cells. Poly acceptable for 5 thru 30G drums and full 55G drums of wet cells only.
2. All batteries “must” be insulated from each other & have ends duct taped to prevent short circuit.
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types included:
   a. Nickel Cadmium, Wet cells (D002, D006)*
   b. Nickel Hydroxide Batteries (D002)*
   c. Nickel Cadmium Batteries (D006)*
   d. Nickel Iron Batteries
   e. Rechargeable Ni-Cad Batteries (D006)*
   f. Non-Mercury Alkaline Batteries
   g. Nickel Metal Hydride
   h. Nickel Zinc
   i. Non-Mercury Alkaline Dry-cell

*Universal waste rules may be utilized where applicable.

5. Shipping Information:
   Proper shipping name will vary based on specific battery type. If assistance is required contact your Clean Harbors’ Customer Service Representative at (800)444-4244.

6. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

ALKALINE MERCURY BATTERIES

Shipping Instructions:
1. Batteries must be intact
2. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types:
   a. Alkaline Batteries
   b. Mercury Batteries
   c. Mercury Oxide Batteries
   d. Zinc-Air Battery
   e. Silver Oxide
5. Shipping Information:
   Waste Environmentally hazardous substances, solid, n.o.s., 9, UN3077, PGIII (D099)*

   *Universal waste rules may be utilized where applicable.
6. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)

ALKALINE BATTERIES

Shipping Instructions:
1. Material must be Non-RCRA/Non-EPA regulated
2. Batteries must be intact
3. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
5. Shipping Information:
   Non DOT regulated material, none, n/a
6. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:
<table>
<thead>
<tr>
<th>Type of Battery</th>
<th>Common Sizes</th>
<th>Hazard(s)</th>
<th>Identification</th>
<th>Handling Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbon-Zinc (C-Zn) &amp; Alkaline (Zn/MnO2)</td>
<td>9V, AA, AAA, AAAAA, C, D, F, J, Lantern, N, Other</td>
<td></td>
<td>Classic; Super Heavy Duty; Industrial; Hercules Energizer, Duracell, etc</td>
<td>Tape terminals&lt;br&gt;<strong>Container</strong> – Poly (5 thru 30G drums only ) or steel</td>
</tr>
<tr>
<td><strong>Single Use Batteries</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lithium (Single Use)</td>
<td>A. AA, AAA</td>
<td>Reactive</td>
<td></td>
<td>Tape terminals&lt;br&gt;<strong>Inner Container</strong> – one-gallon rigid poly container&lt;br&gt;<strong>Max Wt</strong> – less than 20 pounds batteries per gallon&lt;br&gt;<strong>Other</strong> – submerge batteries in mineral oil</td>
</tr>
<tr>
<td></td>
<td>B. 9V, Mini, Multi, Multi Cell, Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lithium Ion</td>
<td>Button, Proprietary Battery Pack.</td>
<td>Reactive</td>
<td></td>
<td>Tape terminals&lt;br&gt;<strong>Container</strong> – Poly (5 thru 30G drums only ) or steel&lt;br&gt;<strong>Other</strong> – must be intact with no visual evidence of swelling or bulging.</td>
</tr>
<tr>
<td>Nickel-Cadmium and Nickel Metal Hydride</td>
<td>9V, AA, AAA, C, D, Battery Pack</td>
<td>Cadmium, Nickel</td>
<td></td>
<td>Tape terminals&lt;br&gt;<strong>Container</strong> – Poly (5 thru 30G drums only ) or steel</td>
</tr>
<tr>
<td><strong>Rechargeable Batteries</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Sealed Lead-Acid (i.e., gel cells)</td>
<td>Lead, Corrosive (Sulfuric Acid)</td>
<td></td>
<td></td>
<td>Tape terminals&lt;br&gt;<strong>Container</strong> – poly only&lt;br&gt;<strong>Other</strong> – 2 inches of speedy-dry on the bottom of each drum, stack providing 3 inches of vermiculite between layers, individual batteries limited to 50 pounds each. Total gross weight of drum not to exceed 300 pounds.</td>
</tr>
</tbody>
</table>
SEGREGATING LAMPS THAT CONTAIN MERCURY

Mercury-added lamps manufactured after November 30, 2003 will bear a label, which states, "Contains Mercury," or it will have the symbol "Hg" within a circle on the lamp (Hg is the scientific symbol for mercury on the periodic table of elements). This signifies that the bulb contains mercury. Incandescent and halogen lamps are nonhazardous and may continue to be discarded in the trash.

Segregate mercury-added lamps into the following categories and containers:

1. Fluorescent tubes, including low mercury tubes.
   A. All diameters of straight fluorescent tubes up to 4-feet in length;
   B. All diameters of straight fluorescent tubes up to 8-feet in length;

2. Compact Fluorescent Lamps, (CFL), Short (< 2 ft) Straight, U – Bend, & Circular Fluorescent Tubes, including low mercury lamps.

3. High Intensity Discharge lamps (HID). These bulbs are commonly used in security, outdoor and warehouse lighting. HID lighting is becoming popular for indoor use in commercial settings. The following are HID bulbs:
   A. Mercury Vapor, such as those sometimes used for street lighting.
   B. Metal Halide, such as floodlights for large indoor and outdoor areas and gymnasiums.
   C. High & Low-Pressure Sodium, such as those sometimes used as security and outdoor floodlights.

4. Ultraviolet ("Black Light") & Neon lamps

5. Scattershields and Coated Lamps

6. Broken lamps of all types
Designating an Accumulation Area. While an area should be set aside for accumulating spent lamps, you do not need to follow all of the strict rules for access, signs, formal training, and container technical standards that you do for a hazardous waste accumulation area. If located outside, please secure location after hours to prevent vandalism, and store boxes under overhead cover or plastic sheeting to protect from rain.

Training Employees. Small quantity handlers of universal waste must inform their employees in proper management of those universal wastes. A small quantity handler is one that never has 5,000 Kg (11,000 pounds or 5 ½ tons) of universal waste on hand at any one time.

- Training requirements. Small quantity handlers must "inform all employees who handle or have responsibility for managing universal waste." The information must describe proper handling and emergency procedures for lamps. At a minimum, the training should inform employees of the following:
  - The fact that spent lamps are regulated and MUST be recycled, not discarded in the trash.
  - Where to store spent lamps.
  - How to package spent lamps.
  - How to label spent lamps or containers of spent lamps.
  - How to indicate the proper accumulation time.

- Methods for conducting training requirements:
  - Posting requirements on the wall of the facility where employees will see them.
  - Handing out photocopied pages to employees.
  - A short training session delivered at an employee meeting or safety meeting.
  - Any other method that "informs" the employee.

- Demonstrating compliance with training requirement. It is important to document compliance with the training requirements. Keep a record of the dates that this guidance or other store procedures for handling universal waste are posted or distributed. You may also want to have the employee sign and date a record of the training.

Accumulating Lamps.

- Containers. All spent lamps must be placed in containers while in storage (and for shipment). Containers must be "that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps." The original boxes in which the lamps were sold are acceptable if they are structurally sound and in good condition. The COUNTY will provide the following containers:
Attachment 5

- Containers for all diameters of straight fluorescent tubes up to 4-feet in length;
- Containers for straight fluorescent tubes from 4-feet to 8-feet in length;
- Containers for straight fluorescent tubes up to 2-feet in length, U-bend tubes, circular tubes, and compact fluorescent lamps (CFL);
- Containers for all categories of high intensity discharge lamps (HID), including Mercury Vapor, Metal Halide, and High & Low-Pressure Sodium lamps;
- Containers with liners for all categories of broken lamps.

Additional containers may be obtained by calling the Tulare County Environmental Health Services contact at (559) 733-6441 to schedule a pickup.

- Segregation. It is important to properly segregate universal wastes into the proper packaging categories prior to placing. Refer to the attached guidance SEGREGATING LAMPS THAT CONTAIN MERCURY to properly identify, segregate and package each category of universal waste. Incandescent and halogen lamps are nonhazardous and may be discarded in the trash.

- Containerizing. Spent lamps should be placed into the appropriate container immediately upon arrival. Do not tape lamps together. This results in excess handling of lamps and additional charges. When the container is full, write the number of lamps placed within it on the outside. The container should then be closed to prevent lamps from falling out of it, and placed into the designated accumulation area where it will be safe from accidental breakage.

- Labels. Labels should be affixed to the spent lamps or the container of spent lamps as soon as spent lamps are generated. Each container of spent lamps must be labeled with one of the following: “Universal Waste-- Lamp(s),” or “Waste Lamp(s),” or “Used lamp(s).” The COUNTY will provide a supply of appropriate labels for all containers. Additional labels may be obtained by calling John Macedo at (559) 733-6441 extension 2824. The label may also be written on the container as long as it is clearly visible to persons entering the area.

- Accumulation time limits. You may accumulate spent lamps for up to one year prior to shipment to a recycler (or intermediary). You must be able to demonstrate that you are in compliance with the one-year time limit.

- Recording accumulation dates. Mark each container with the date that the first spent lamp was placed into the container.

- Maintaining the accumulation area. The accumulation area should be kept clean and free of obstacles and debris that could cause an employee to trip or stumble, breaking lamps.

LAMP TRANSPORT

- Arranging for transport. Call the Tulare County Environmental Health Services contact at (559) 733-6441 to schedule a pickup. The accumulated lamps will either be transported to the Visalia HHW Collection Facility by Tulare County Environmental Health Services personnel or we will have our contractor pick them up directly from your facility. The Tulare County Environmental Health
Attachment 5

Services will be responsible for complying with applicable Department Of Transportation requirements for labeling, marking, placarding, and shipping papers.

RESPONDING TO BROKEN LAMPS.

Everyone that works with fluorescent tubes and other lamps occasionally breaks one. The Universal Waste Regulations allow accidentally broken lamps to be cleaned up and the residue managed as universal waste alongside the intact spent lamps. If a tube or other lamp is broken, carefully sweep up the pieces and place them in a dedicated drum with a poly liner. If the public drops off broken tubes, handle them in the same fashion as lamps accidentally broken at the collection facility.

Cleaning up one or a few broken spent lamps:

- Gently sweep up debris with a small broom to avoid suspending the phosphor powders in the air.
- Place the debris in a lined, labeled container or drum. Keep the container closed except when adding broken lamps.
- DO NOT VACUUM broken lamp debris. Vacuuming will disperse mercury throughout the area in the exhaust from the vacuum.

Response to breaking a large number of tubes:

If a more serious incident breaks a significant number of spent lamps, it may be necessary to close off the area until cleanup is completed. If a box of lamps break, place the entire box in a plastic bag immediately. DO NOT open the box. Close and seal the bag.
STOP!
IT'S ILLEGAL
To Abandon Used Oil
Or Other Hazardous Substances Outside
This Facility

¡ALTO!
ES ILEGAL
Dejar Su Aceite Usado
O Otras Substancias Peligrosas Afuera
De Este Negocio

STOP!
Before you pour that used
with the....
Remember
Used oil CANNOT
be mixed with:

¡ALTO!
Recuerde
El aceite usado NO DEBE
mezclarse con:

Antes de desechar
la grasa:

-Ácido
-Básico
-Colesterol
-Diuresis
-Estado de la Dirección Colateral
-Fermentación
-Glucemia
-Hipertensión
-Hiperuricemia
-Insulina
-Obesidad
-Piel
-Quimioterapia
-Radiación
-Trombosis
-Urea
-Velocidad de Eritropoyesis
-Visión

State of California Certified

Used Oil Collection Center

Used Oil Accepted from the Public at No Charge

Recycling Incentive Paid for Used Lubricating Oil in Containers During Business Hours from Members of the Public Who Change Their Own Oil

Contaminated oil, or oil suspected of contamination may not be accepted

For more information or complaints concerning this center please call the California Integrated Waste Management Board at 916-341-6457

Center Hours:   Center ID:

Figure 3. 24"x36" Informational and Symbolic; Language: English only

State of California Certified

Used Oil

Collection Center

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

Figure 4. 18"x24" Symbolic; Language: English and Spanish

State of California Certified

Aquí Aceptamos

Aceite Usado

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
Figure 5. 11"x15" Recycle Used Oil Filters Here; Language: English and Spanish
Figure 6. Persons Keep Out / Area De Almacenamiento De Desperdicios

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-38105 Material: Aluminum Size: 14 x 10</td>
</tr>
<tr>
<td>H-39505 Material: Fiberglass Size: 20 x 14</td>
</tr>
<tr>
<td>H-38605 Material: Plastic Size: 14 x 10</td>
</tr>
<tr>
<td>H-90542 Material: Self Stick Size: 14 x 10</td>
</tr>
</tbody>
</table>

Figure 7. Help Keep This Place Clean / Ayude A Mantener Esta Area Limpia

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-38349 Material: Aluminum Size: 14 x 10</td>
</tr>
<tr>
<td>H-39742 Material: Fiberglass Size: 20 x 14</td>
</tr>
<tr>
<td>H-38850 Material: Plastic Size: 14 x 10</td>
</tr>
<tr>
<td>H-90791 Material: Self Stick Size: 14 x 10</td>
</tr>
</tbody>
</table>
Figure 8. No Smoking / No Fumar

<table>
<thead>
<tr>
<th>Product</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-38420</td>
<td>Material: Aluminum Size: 10 x 14</td>
</tr>
<tr>
<td>H-39820</td>
<td>Material: Fiberglass: 20 x 14</td>
</tr>
<tr>
<td>H-38931</td>
<td>Material: Plastic: 10 x 14</td>
</tr>
</tbody>
</table>

Figure 9. No Smoking / No Fumar

<table>
<thead>
<tr>
<th>Product</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-39821</td>
<td>Material: Fiberglass: 20 x 14</td>
</tr>
<tr>
<td>H-38933</td>
<td>Material: Plastic: 10 x 14</td>
</tr>
<tr>
<td>H-90822</td>
<td>Self Sticking: 10 x 14</td>
</tr>
</tbody>
</table>
Figure 10. Used Oil Sign

Figure 11. All Visitors Report To Site Office Sign

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-60350 Material: Aluminum Size: 10 x 14</td>
</tr>
<tr>
<td>H-43983 Material: Self Stick Size: 7 x 10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Visitors Report To Site Office Sign Material: Plastic Size: 18 x 24</td>
</tr>
</tbody>
</table>
The NFPA system is used for rating materials under emergency situations. This sign is printed on magnetic backing. It includes the distinctive NFPA diamond only. Sign measures 15" x 15". Sold per each.

Use these clear vinyl numbers to add hazard ratings to any NFPA sign. Each kit contains 3 each of numerals 0,1, 2,3, and 4 and one oxidizer, use no water and radioactive symbol. Available in your choice of sizes: 1", 2", 3", 4" or 6". Sold per kit.
STOP!

BEFORE depositing batteries in container, place EACH individual battery into a SEPARATE bag.

IMPORTANT: ONLY ONE BATTERY PER BAG!

If bags are not available, cover battery terminals with tape.

STOP!

CELL PHONES MUST BE DEACTIVATED prior to depositing into the collection box. Visit www.recellular.com/recycling/data_eraser/ for instructions. Place EACH individual cell phone into a SEPARATE bag.

IMPORTANT: ONLY ONE cell phone with battery PER BAG!
Figure 16. Universal Lamps Waste For Recycling Label

Size: 5" X 3" Material: White Paper Label, Color: White, Sold In Rolls Of 500

Figure 17. 60362 Universal Waste Labels

Figure 18. Revised California Waste Labels

California hazardous waste label includes all the information necessary for marking a container for transport in California in compliance with the EPA regulations in 40CFR part 262 and 49CFR part 172.300. Labels measure 6" x 6" and are printed on heavyweight coated paper or exterior grade vinyl.

Figure 19. Nonspillable Battery label.

NONSPILLABLE BATTERY - 4" X 1" - 500 PER ROLL - PAPER
Figure 20. Corrosive 8 label

<table>
<thead>
<tr>
<th>Hazard Class Desc</th>
<th>Corrosive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazard Class No</td>
<td>8</td>
</tr>
<tr>
<td>Division Number</td>
<td>N/A</td>
</tr>
<tr>
<td>Text</td>
<td>Corrosive 8</td>
</tr>
<tr>
<td>Format</td>
<td>Pack</td>
</tr>
<tr>
<td>Quantity</td>
<td>50</td>
</tr>
<tr>
<td>Material</td>
<td>Paper</td>
</tr>
<tr>
<td>Label Size</td>
<td>100mm x 100mm</td>
</tr>
<tr>
<td>Color</td>
<td>White, Black</td>
</tr>
</tbody>
</table>
Figure 21. Batteries, Wet, Filled With Acid label

<table>
<thead>
<tr>
<th>UN Number</th>
<th>UN2794</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proper Shipping Name</td>
<td>Batteries, Wet, Filled with Acid</td>
</tr>
<tr>
<td>Hazard Class Desc</td>
<td>Corrosive</td>
</tr>
<tr>
<td>Hazard Class No</td>
<td>8</td>
</tr>
<tr>
<td>Division Number</td>
<td>N/A</td>
</tr>
<tr>
<td>Text</td>
<td>Corrosive 8 Batteries, Wet, Filled with Acid UN2794</td>
</tr>
<tr>
<td>Format</td>
<td>Rolls</td>
</tr>
<tr>
<td>Quantity</td>
<td>500</td>
</tr>
<tr>
<td>Material</td>
<td>Paper</td>
</tr>
<tr>
<td>Label Size</td>
<td>100mm x 120mm</td>
</tr>
<tr>
<td>Color</td>
<td>White, Black</td>
</tr>
</tbody>
</table>
### Figure 22. Miscellaneous Dangerous Goods 9 Label

<table>
<thead>
<tr>
<th>Hazard Class Desc</th>
<th>Miscellaneous Dangerous Goods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazard Class No</td>
<td>9</td>
</tr>
<tr>
<td>Division Number</td>
<td>N/A</td>
</tr>
<tr>
<td>Text</td>
<td>9</td>
</tr>
<tr>
<td>Format</td>
<td>Pack</td>
</tr>
<tr>
<td>Quantity</td>
<td>50</td>
</tr>
<tr>
<td>Material</td>
<td>Paper</td>
</tr>
<tr>
<td>Label Size</td>
<td>100mm x 100mm</td>
</tr>
<tr>
<td>Color</td>
<td>White, Black</td>
</tr>
</tbody>
</table>

### Figure 23. Lithium Battery UN3090 Label

<table>
<thead>
<tr>
<th>UN Number</th>
<th>UN3090</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proper Shipping Name</td>
<td>Lithium Battery</td>
</tr>
<tr>
<td>Hazard Class Desc</td>
<td>Miscellaneous Dangerous Goods</td>
</tr>
<tr>
<td>Hazard Class No</td>
<td>9</td>
</tr>
<tr>
<td>Division Number</td>
<td>N/A</td>
</tr>
<tr>
<td>Text</td>
<td>9 Lithium Battery UN3090</td>
</tr>
<tr>
<td>Format</td>
<td>Rolls</td>
</tr>
<tr>
<td>Quantity</td>
<td>500</td>
</tr>
<tr>
<td>Material</td>
<td>Paper</td>
</tr>
<tr>
<td>Label Size</td>
<td>100mm x 120mm</td>
</tr>
<tr>
<td>Color</td>
<td>White, Black</td>
</tr>
</tbody>
</table>
Figure 24. Lithium Batteries, Packed In Equipment UN3091 Label

<table>
<thead>
<tr>
<th>UN Number</th>
<th>UN3091</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proper Shipping Name</td>
<td>Lithium Batteries, Packed in Equipment</td>
</tr>
<tr>
<td>Hazard Class Desc</td>
<td>Miscellaneous Dangerous Goods</td>
</tr>
<tr>
<td>Hazard Class No</td>
<td>9</td>
</tr>
<tr>
<td>Division Number</td>
<td>N/A</td>
</tr>
<tr>
<td>Text</td>
<td>9 Lithium Batteries, Packed In Equipment UN3091</td>
</tr>
<tr>
<td>Format</td>
<td>Rolls</td>
</tr>
<tr>
<td>Quantity</td>
<td>500</td>
</tr>
<tr>
<td>Material</td>
<td>Paper</td>
</tr>
<tr>
<td>Label Size</td>
<td>100mm x 120mm</td>
</tr>
<tr>
<td>Color</td>
<td>White, Black</td>
</tr>
</tbody>
</table>

Figure 25. Lithium Metal Batteries UN3090 Label

LITHIUM METAL BATTERIES", Hazard Class 9, UN3090, 100MM X 120MM SHIPPING NAME LABEL - PAPER LABEL - ROLLS OF 500
Figure 26. LITHIUM METAL BATTERIES PACKED WITH EQUIPMENT UN3091 label

"LITHIUM METAL BATTERIES PACKED WITH EQUIPMENT", Hazard Class 9, UN3091, 100MM X 120MM Shipping Name Label - PAPER LABEL - ROLLS OF 500

Figure 27. LITHIUM METAL BATTERIES CONTAINED IN EQUIPMENT UN3091 label

<table>
<thead>
<tr>
<th>UN Number</th>
<th>UN3091</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proper Shipping Name</td>
<td>Lithium Metal Batteries, Contained In Equipment</td>
</tr>
<tr>
<td>Hazard Class Desc</td>
<td>Miscellaneous Dangerous Goods</td>
</tr>
<tr>
<td>Hazard Class No</td>
<td>9</td>
</tr>
<tr>
<td>Division Number</td>
<td>N/A</td>
</tr>
<tr>
<td>Text</td>
<td>9 Lithium Metal Batteries, Contained In Equipment UN3091</td>
</tr>
<tr>
<td>Format</td>
<td>Rolls</td>
</tr>
<tr>
<td>Quantity</td>
<td>500</td>
</tr>
<tr>
<td>Material</td>
<td>Paper</td>
</tr>
<tr>
<td>Label Size</td>
<td>100mm x 120mm</td>
</tr>
<tr>
<td>Color</td>
<td>White, Black</td>
</tr>
</tbody>
</table>
Figure 28. LITHIUM ION BATTERIES UN3480 Label
"LITHIUM ION BATTERIES" - HAZ CLASS 9, UN3480, 100MM X 120MM SHIPPING NAME LABEL - PAPER LABEL - ROLLS OF 500

Figure 29. LITHIUM ION BATTERIES PACKED WITH EQUIPMENT UN3481 Label
"LITHIUM ION BATTERIES PACKED WITH EQUIPMENT", Hazard Class 9, UN3481, 100MM X 120MM SHIPPING NAME LABEL - PAPER LABEL - ROLLS OF 500
LITHIUM ION BATTERIES CONTAINED IN EQUIPMENT UN3481 Label

LITHIUM ION BATTERIES CONTAINED IN EQUIPMENT", Hazard Class 9,
UN3481, 100MM X 120MM SHIPPING NAME LABEL - PAPER LABEL - ROLLS
OF 500
Figure 31. Lithium Batteries Inside label

LITHIUM BATTERIES INSIDE, PAPER, 5.5" X 2", 500/ROLL

Figure 32. LITHIUM ION/POLYMER RECHARGEABLE BATTERIES INSIDE label

LITHIUM ION/POLYMER RECHARGEABLE BATTERIES INSIDE, PAPER, 5.5" X 2", 500/ROLL
The Lithium Battery Handling Label is required on all packagings carrying lithium ion batteries or lithium metal batteries by aircraft. The Lithium Battery Handling Label has space to designate whether the packaging contains a lithium ion battery or lithium metal battery and a contact phone number as required by the regulations. The red and black Lithium Battery Handling labels measure 120 mm x 110 mm and are designed in accordance with international air regulations.

Our Lithium Battery Label complies with IATA / ICAO January 1, 2009 requirements.

Use for the following UN Numbers:

- UN 3090 Lithium Metal Batteries
- UN 3480 Lithium Ion Batteries
- UN 3091 Lithium Metal Batteries Contained in Equipment
- UN 3481 Lithium Ion Batteries Contained in Equipment

Certain shipments of lithium batteries are banned from passenger aircraft beginning December 29, 2004. Use this marking on shipments of primary (non-rechargeable) lithium batteries that part of this ban. This 6" x 4" label is printed on paper with 12 mm red text. Sold on rolls of 500.
Exhibit "B"
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of $1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than $2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of $1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of $1,000,000.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
   a. Name the COUNTY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
   b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.
   c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

2. The Certificate of Insurance for Workers Compensation, should include the following:
   a. Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions
The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds $100,000.

D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.
SUBJECT: ACCEPTANCE OF PROJECT – INDIANA STREET SHOULDER STABILIZATION PROJECT (OLIVE AVENUE TO PUTNAM AVENUE)

SOURCE: Public Works Department - Engineering Division

COMMENT: Halopoff & Sons has completed the Indiana Street Shoulder Stabilization Project per plans and specifications. The project included installation of new curbs, gutters, sidewalk, drive approaches and handicap ramps along Indiana Street between Olive Avenue and Putnam Avenue.

City Council authorized expenditure of $86,315.70 for construction. Final construction cost is $84,733.09. Congestion Mitigation & Air Quality (CMAQ) grant and Surface Transportation Program (STP) are the funding sources for this project, as approved by the 2008/2009 Annual Budget.

Halopoff & Sons requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete; and

2. Authorize the filing of the Notice of Completion.

ATTACHMENT: Locator Map

P:\putworks\Engineering\Council Items\Acceptance of Project - Indiana Street Shoulder Stabilization, Olive Ave to Putnam Ave - 2009-09-01.doc
COUNCIL AGENDA: SEPTEMBER 1, 2009

SUBJECT: SET A PUBLIC HEARING FOR THE PRECISE ALIGNMENT OF MATHEW STREET BETWEEN CASTLE AVENUE AND NORTH GRAND AVENUE

SOURCE: Public Works Department - Engineering Division

COMMENT: The Resource Management Agency of Tulare County is in receipt of a tentative parcel map generally located in the area around Mathew Street north of Castle Avenue. There are also partially developed properties within the same vicinity. The City would like to create a precise alignment plan for Mathew Street for inter-governmental agency coordination before additional development occurs along this corridor.

The City Land Use and Circulation Element designate the Mathew Street extension north of Castle Avenue as a 'collector'. Presently, there are no precise alignment plans, and only minimal improvements exist between Castle Avenue and North Grand Avenue. The proposed alignment will avoid existing homes in the area as clearly shown on the attached precise alignment plan.

RECOMMENDATION: That the City Council set October 6, 2009 as the time and place for the public hearing to adopt a precise alignment for Mathew Street between Castle Avenue and North Grand Avenue.

ATTACHMENT: Precise Alignment Plan

P:\pub\work\Engineering\Council Items\Set Public Hearing - Mathew Street Alignment - 2009-09-01.doc
SUBJECT: TULARE COUNTY REGIONAL AND SAN JOAQUIN VALLEY BLUEPRINT

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DIVISION

COMMENT: Throughout 2008, the Tulare County Association of Governments held numerous meetings with County and City representatives to develop an approved scenario for a forty year "blueprint" that would serve as a general guide to growth and development within the county. This blueprint focuses on coordinating the distribution of densities of future development, the identification of future transportation projects to serve those densities and the formulation of general policies to guide that growth. A range of densities and level of automobile dependencies were presented. At the end of those meetings, the representatives involved agreed that the County should pursue a goal of increasing residential densities by 25%. It was hoped that by increasing densities, there would be positive impacts to traffic congestion, air quality, and other quality of life factors. The result of which would bring people closer to where they work and shop and reduce automobile dependency.

At the end of 2008 and through the winter and spring of 2009, the Tulare County Regional Blueprint effort was combined into a larger effort to create a regional blueprint for all of the counties in the southern San Joaquin Valley, including the Counties of: San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern. Although much larger in scope, this effort paralleled the individual county efforts and expanded upon the policies and scenarios considered.

Although the implementation of the blueprint process is still evolving, the results of the San Joaquin Valley Blueprint efforts to date have been an agreed upon residential density of 6.8 units per gross acre for new development, and a list of 12 development policies that would lead to more sustainable development, less dependency on the automobile, the preservation of important farmlands (and other sensitive lands) and a more efficient use of resources. The 12 policies are as follows:

1. Create a range of housing opportunities and choices
2. Create walkable neighborhoods
3. Encourage community and stakeholder collaboration
4. Foster distinctive and attractive communities with a strong sense of place.
5. Make development decisions predictable, fair and cost effective
6. Mix land uses

DD\n\n\nAPPROPRIATED/FUNDED \n\n\nCM \n\n\nITEM NO. 7
7. Preserve open space, farmland, natural beauty and critical environmental areas
8. Provide a variety of transportation choices
9. Strengthen and direct development towards existing communities
10. Take advantage of compact building design
11. Enhance the economic vitality of the region
12. Support actions that encourage environmental resource management

It is the expectation that the cities and counties of the region will incorporate these densities and principles into their General Plans and work together to further these efforts in their respective communities.

In response to these expectations, staff analyzed the densities and policies of the recently adopted Porterville 2030 General Plan to see if there were any inconsistencies with the Blueprint goals. Staff discovered that there is an overall residential density of 7.5 units per acre projected in the General Plan Planning Area. This is almost a 100% increase over existing densities, and is largely due to increased density downtown and in high and medium density housing proposed in future neighborhood centers. Staff also examined each of the 12 Blueprint policies and found at least 12 General Plan policies for each of them (see Attachment 1). This demonstrates that the Porterville 2030 General Plan meets all of the expectations of the San Joaquin Valley Blueprint and that no further action is needed to obtain consistency.

RECOMMENDATION: That the City Council adopt the attached draft resolution making findings of consistency with the goals and policies of the San Joaquin Valley Blueprint.

2. Blueprint Timeline
3. The Four Scenarios Considered
4. The approved Scenario
5. Draft Resolution
<table>
<thead>
<tr>
<th>Blueprint Principles/Concepts/Goals</th>
<th>Existing 2030 General Plan Policies that Address these Principles/Concepts/Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variety of Transporation Choices</td>
<td>C-G-2  C-G-3  C-G-8  C-G-9  C-G-10  C-G-14  C-I-4  C-I-5  C-I-15  C-I-17-19  C-I-21-24  LU-G-20</td>
</tr>
</tbody>
</table>
Growth Scenarios

Performance Measures

2009 San Joaquin Valley Blueprint Comparison
Scenario B+
(Included based on direction from the San Joaquin Policy Council)

Reflects the land use assumptions of Scenario B and provides more transportation infrastructure that cross county boundaries.

Average Dwelling Units Per Acre
6.8
(New residential to year 2050)

2009 San Joaquin Valley Blueprint Summit
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS THAT THE PORTERVILLE 2030 GENERAL PLAN IS CONSISTENT WITH THE GOALS AND POLICIES OF THE SAN JOAQUIN VALLEY BLUEPRINT

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of September 1, 2009, reviewed a staff report containing information regarding the Tulare County Regional Blueprint and the San Joaquin Valley Blueprint; and

WHEREAS: The staff report contains a comparison of the Porterville 2030 General Plan density goals, and development policies that demonstrates consistency with the San Joaquin Valley Blueprint.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby make the following findings:

1. That the Porterville 2030 General Plan projects an average residential density of 7.5 units per acre, well over the desired minimum density of 6.8 units per acre required in the agreed upon Blueprint Scenario.

2. That the goals and polices contained in the Porterville 2030 General Plan are consistent with the San Joaquin Valley Blueprint goals and policies.

Pete V. McCraken, Mayor

ATTEST:

John Lollis, City Clerk

By ___________________________  
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: AUTHORIZE PREPARATION OF SPECIFICATIONS AND REQUEST FOR BIDS FOR DOWNTOWN HOLIDAY LIGHTING

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The City has annually installed seasonal decorative lighting in the downtown area. The lighting traditionally has been illuminated between the Friday following Thanksgiving to the first business day following New Years Day. The decorative lighting has been placed on the Chief Gardner Tree in front of City Hall, the roof and eave of Centennial Plaza gazebo, trunk wrapping of Main Street trees on all corners of each intersection from Morton to Olive, and trunk wrapping of intermittent trees between the intersections along Main Street.

White LED light strands are the contractor’s responsibility to supply, install, remove, and store. A four-year contract is suggested to ensure cost stabilization and provide for amortization of the light strand cost. Staff also suggests that the project specifications stipulate the trunk wrapping of the intermittent trees along both sides of Main Street be an add-alternate bid item.

Funds are allocated in the Community Promotion budget in the amount of $13,000 for this activity.

RECOMMENDATION: That the City Council authorizes preparation of specifications and request for bids for downtown holiday lighting.

Director  
Appropriated/Funded  
City Manager

ITEM NO.: 8
SUBJECT: APPROVE A SOUTHERN CALIFORNIA EDISON COMPANY ENERGY INCENTIVE APPLICATION FOR AIRPORT TAXIWAY LED LIGHTING PROJECT

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The airport taxiway lights are proposed for replacement with more energy efficient LED fixtures. Southern California Edison (SCE) provides energy incentives for this type of equipment change. Once an application for the energy incentives has been submitted SCE will have a third party confirm the existing equipment before the replacement work commences. The prepared application anticipates $1,765.95 of direct energy rebate, plus $941.58 for the VIEW partnership energy demand reduction program.

RECOMMENDATION: Approve a SCE energy incentive application for the Airport Taxiway LED Lighting Project, and authorize and direct the Mayor to execute same.

ATTACHMENTS: SCE Application
<table>
<thead>
<tr>
<th>City will sublease to the Porterville Senior Council the building and property, excluding the garage/storage and basement located below the north end of the building, and with no rights for assignment or sublease without prior written consent of City.</th>
<th>Disagreement only with the exclusion of a portion of the building</th>
<th>City will sublease to Friends of Porterville Library the garage/storage and basement located below the north end of the subject building. Friends of Porterville Library shall enjoy no rights for assignment or sublease without prior written consent of City. Friends of Porterville Library shall also be permitted to have access to the building restrooms and in doing so shall assume responsibility for leaving the restrooms clean and for proper security of the building after restroom use.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disagreement only with the exclusion of a portion of the building</td>
<td>City sublease with Senior Council is to be for a term of 20 years.</td>
<td>City sublease with Friends of Porterville Library is to be for a term of 20 years</td>
</tr>
<tr>
<td>City sublease with Friends of Porterville Library is to be for a term of 20 years</td>
<td>Unable to determine amount until other terms are completed</td>
<td></td>
</tr>
<tr>
<td>Friends of Porterville Library shall cause to be paid to City, on an annual single-payment basis, the amount of $ _____ for the first year, and each year thereafter a payment amount 3% greater than the previous year.</td>
<td>Friends of Porterville Library shall cause to be paid to City, on an annual single-payment basis, the amount of $ 600 _ for the first year, and each year thereafter a payment amount 3% greater than the previous year.</td>
<td></td>
</tr>
<tr>
<td>Senior Council shall have the ability to use as well as renting to others the use of the building and property for general community-based activities not of a political nature, and will ensure that no such use shall cause a nuisance or interference with the adjacent Senior Citizen residential units.</td>
<td>Friends of Porterville Library shall utilize the building area only for the organization, storage, and display of books and materials for the purpose of conducting the sale of such books and materials as a fundraising activity and exclusively for the benefit of the Porterville Library.</td>
<td></td>
</tr>
<tr>
<td>Senior Council acknowledges that the City intends to sublease the storage/basement of the building to the Friends of the Porterville Library, or that the City may make other use or sublease of the storage/basement, and Senior Council will cooperate and not interfere with any such reasonable sublease or use.</td>
<td>Disagreement with the exclusion of a portion of the building</td>
<td>Friends of Porterville Library acknowledge that City intends to sublease the remainder of the building and property to the Senior Council, or that the City may make other use or sublease of the building and property.</td>
</tr>
<tr>
<td>This extends to the Senior Council's provision of electrical power for the storage/basement through the building electrical system, as well as parking lot access and use, and all without cost due to the Senior Council from the Friends of the Library for continuation of their current level of occupancy of the storage/basement space.</td>
<td>Disagreement with fairness</td>
<td>Friends of Porterville Library will cooperate and not interfere with any such other reasonable sublease or use that City may approve.</td>
</tr>
<tr>
<td>Further, the Friends of the Library shall have access for periodic use of the building restrooms in the event that they assume responsibility for leaving the restrooms clean and proper security of the building after use.</td>
<td>Disagreement with fairness</td>
<td>Friends of Porterville Library shall not be subject to any Senior Council assessments or charges related to the current Friends' occupancy.</td>
</tr>
<tr>
<td>Should the Friends of the Library wish to alter their occupancy or increase their electrical use, or should the City wish to sublease or use the area in a different manner, and should the Senior Council appropriately install a sub-meter at their own expense the City will consider reimbursing the Senior Council for electrical energy cost.</td>
<td>Moved away from this position after initially suggesting it</td>
<td>Any change of occupancy, expansion of area or use, or increase in electrical energy use is not permitted without prior written consent from City, and notwithstanding any other provision, may thereafter be subject to a requirement for reimbursement to the Senior Council of the full cost of electrical energy fees associated with the Friends' occupancy.</td>
</tr>
<tr>
<td>Senior Council shall be responsible for normal custodial, and landscaping care as well as for pest and rodent control. It is understood that the portion of the building occupied or subleased by the City will be subject to its own custodial care and pest control requirements.</td>
<td></td>
<td>Friends of Porterville Library shall be responsible for normal custodial care and pest and rodent control for the storage/basement occupancy, and shall maintain such occupancy in compliance with all applicable laws and codes</td>
</tr>
<tr>
<td>Senior Council at their expense is to cause, prior to the third anniversary of this sublease, the repainting of the building exterior with the same color palette and in a manner of quality customary to the industry.</td>
<td></td>
<td>Friends of the Library pay a proportionate share of the building painting cost.</td>
</tr>
<tr>
<td>Senior Council shall not cause or permit, without prior written consent of the City, any alteration or addition to the building or otherwise perform any work that may modify the structural integrity or function of the building, ventilation, plumbing or electrical systems.</td>
<td>TA</td>
<td>Friends of Porterville Library shall not cause or permit any alteration or addition to the building, or otherwise perform any work that may modify the structural integrity or function of the building, ventilation, plumbing or electrical systems, nor shall they erect, install, or affix any signs or other items upon the building exterior or elsewhere on the property, without prior written consent of the City</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Senior Council shall maintain public liability insurance and provide City with a certificate indicating both City and the Housing Authority of Tulare County as a named insured, covering any and all liability arising out of the ownership, use, and maintenance of the premises.</td>
<td>requested ability to explore combined liability insurance with Friends for mutual cost savings</td>
<td>Friends of Porterville Library shall maintain public liability insurance and provide City with a certificate indicating both City and the Housing Authority of Tulare County as a named insured, covering any and all liability arising out of the ownership, use, and maintenance of the premises.</td>
</tr>
<tr>
<td>The occupancy of any portion of the building separately used or subleased by the City will be subject to its own liability insurance requirements.</td>
<td>TA</td>
<td>Either party shall have rights of a 12 month notice for cancelation of the sublease.</td>
</tr>
<tr>
<td>Either party shall have rights of a 12 month notice for cancelation of the sublease.</td>
<td>TA</td>
<td>Either party shall have rights of a 12 month notice for cancelation of the sublease.</td>
</tr>
<tr>
<td>Other provisions customary to leases or subleases approved by the City, including terms of the current sub-lease not inconsistent with the above, shall be affixed to the new sub-lease.</td>
<td>TA</td>
<td>Other provisions customary to leases or subleases approved by the City shall be affixed to the sub-lease</td>
</tr>
</tbody>
</table>
# SANTA FE DEPOT OPERATIONAL EXPENSES

<table>
<thead>
<tr>
<th>Expense Item</th>
<th>Estimated Annual Cost</th>
<th>Example Friends Share</th>
<th>Estimated Annual Cost to Friends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease</td>
<td>$ 2,000</td>
<td>25%</td>
<td>$ 500</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ 6,200</td>
<td>6%</td>
<td>$ 372</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 7,000</td>
<td>8%</td>
<td>$ 560</td>
</tr>
<tr>
<td>Gardening</td>
<td>$ 2,000</td>
<td>25%</td>
<td>$ 500</td>
</tr>
<tr>
<td>Janitorial supplies</td>
<td>$ 500</td>
<td>8%</td>
<td>$ 45</td>
</tr>
<tr>
<td>Insurance</td>
<td>$ 1,200</td>
<td>0%</td>
<td>$ -</td>
</tr>
<tr>
<td>Phone</td>
<td>$ 220</td>
<td>0%</td>
<td>$ -</td>
</tr>
<tr>
<td>Painting*</td>
<td>$ 1,250</td>
<td>25%</td>
<td>$ 312</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$ 20,370</strong></td>
<td></td>
<td><strong>$ 2,289</strong></td>
</tr>
</tbody>
</table>

* amortized over 10 years

- floor area ratio
- water, sewer, refuse + minor conditioning
- pest control & custodial
- Friends to provide separate equal policy
- not utilized/no access to Friends

= example Friends Annual Payment to City
August 24, 2009

To: Porterville City Council

From: *Porterville Senior Council

Subject: Proposed Sub-Lease Agreement Santa Fe Depot 280 N. 4th St.

For the past 20 years, the Senior Council has sub-leased the Santa Fe Depot from the City of Porterville. We have maintained the entire building and complied with all aspects of the Lease Agreement and have provided a much needed service to Porterville’s senior population. It is time to renew a Lease Agreement at the end of the month. We would hope the City Council would grant us a continuation of the exclusive lease of the entire building.

The Senior Council’s expenses over the years has steadily increased, and at present is approximately $20,000.00 per year (an average over the past 5 years). It has been necessary and justified to increase all affiliates’ costs for use of the building. The Friends of the Library expressed concern to the Senior Council about their increased cost, and now have approached the City about negotiating directly with the City for an area in the Depot at a significantly reduced rate. This action bypasses the Senior Council. No other Senior Council groups (10 of them) were afforded the offer that the City has made them.

* Porterville Senior Council Members: Tulare Co. Sheriff’s Mounted Patrol; Friends of the Library; Helping Hands; Porterville Art Assoc.; Porterville Quilters; Rollin Relics’ Car Club; Sociedad Progresista Medicana, Inc.; La Edad de Oro Lojia #7; CSEA Chapt. 035; Bingo Group. (plus TCHA currently leases a portion of the bldg.)

This memo is in regard to the new proposed Lease Agreement:

The Senior Council has tentatively agreed to 7 of the 11 conditions set forth in the proposal by the City. The areas in question are items #1, #3, #5, and #9(b).
Item #1 and Item #5:

From the first draft we were presented, #1 and #5 made it clear that the City intended to sub-lease the basement of the Depot to the Friends of the Library. The current proposal is to sub-lease it to them for $500.00 per year. Our question is why was that determination made without offering other members of the Senior Council opportunity to lease it. There are others who would have been interested, especially at the currently proposed rate.

At our last meeting on 8/20/09, we had a deposit and lease offer of $250.00 per month for a year from another Senior Council member for the same area of the building. The following example does not seem “reasonable”:

<table>
<thead>
<tr>
<th>Friends of Library</th>
<th>Offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500./year = $41.66 per month</td>
<td>$3,000./year = $250. per month</td>
</tr>
<tr>
<td>x 20 yrs. = $10,000.00</td>
<td>x 3.5 yrs. = $10,000.00</td>
</tr>
</tbody>
</table>

Another question is why would the City find it necessary or desireable to get involved in the sub-leasing of the Depot when the current bylaws of the Senior Council address this issue, i.e. we are currently sub-leasing to the Tulare County Housing Authority and the Friends of the Library.

Item #3 and Item #9(b):

There is no way we can agree to a dollar amount without knowing what another sub-lessee is paying, due to issues such as who will pay how much for rent, maintenance, insurance, utilities, grounds care, etc. (This is yet another reason why multiple people shouldn’t be handling the sub-leasing).

Please feel free to call me for a meeting or telephone conversation for any information regarding details or issues noted, etc.

Respectfully,

Loyd E. Winner

Loyd E. Winner, 2nd V.P.
Contact Person Regarding Contract Issues Home 781-1631 Cell 920-2077
COUNCIL AGENDA: SEPTEMBER 1, 2009

SUBJECT: OPERATING AGREEMENT WITH JEFF GILWITZ FOR HEAD PROFESSIONAL SERVICES AT THE GOLF COURSE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The City Council has authorized the Parks and Leisure Services Director to negotiate a new operating agreement with the Head Pro at the City's municipal golf course.

The Director has met with the Head Pro; and under advisement from the City Council and review with the City Attorney, the Director was able to negotiate the attached operating agreement. The length of the term of the agreement and revenues remain the same as the former agreement.

RECOMMENDATION: Staff recommends approval by the City Council of the Operating Agreement

ATTACHMENTS: Operating Agreement

[Signature]
Director

[Signature]
Appropriated/Funded

[Signature]
City Manager

ITEM NO.: 10
PORTERVILLE MUNICIPAL GOLF COURSE

OPERATING AGREEMENT

THIS AGREEMENT, entered into at Porterville, California, by and between the CITY OF PORTERVILLE, a Municipal Corporation of the State of California, hereinafter called "City," and STEPHEN J. GILWITZ, hereinafter called "Operator."

RECITALS

WHEREAS, the City is the owner of a public golf course located within the City of Porterville and known generally as the Porterville Municipal Golf Course; and

WHEREAS, the City maintains said golf course for the purpose of making available to the general public the facilities thereon; and

WHEREAS, in the operation of said golf course, the City desires to make available public food service, professional golfing instruction and other services related to golfing hereinafter set forth; and

WHEREAS, Operator desires to undertake and to perform the services set forth above and other services as hereinafter set forth; and

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

1. Operator's Rights and Obligations. The City grants to Operator, and Operator hereby accepts the following exclusive right pertaining to the Porterville Municipal Golf Course, with accompanying obligations:

   i. Right to sale of food, soft drinks, and wine and beer. Operator shall be responsible for obtaining requisite ABC License at his sole cost and expense.

   ii. Right to sale of golf equipment and miscellaneous merchandise incidental to the game of golf.

   iii. Right to rent City golf carts, golf equipment and other equipment incidental to the game of golf.

   iv. Right to provide golfing services such as professional golf instructions and professional golf lessons, driving range, conducting of tournaments and similar competitions.
v. Operator shall instill and maintain a positive customer service and people oriented approach to the operation of the course.

vi. Operator is to provide from time to time, recommendations to the City regarding any suggested adjustments to the existing course fees that will enhance both play and revenue.

vii. Operator is to maintain regular communications with the City's Parks and Leisure Services Director, or designee, regarding all operations and evaluation of all programs and promotional efforts.

viii. Operator's programs and promotional efforts shall target, first and foremost, junior, lady, senior, and new golfers, notwithstanding the continuation of free beginner golf clinics one day per month.

ix. Operator, with concurrence of the City's Parks and Leisure Services Director, shall have the authority to conduct special programs and promotions at reduced fees, which shall be intended to increase play 1) during off-peak hours, and 2) targeted groups.

x. Operator, throughout the term of this agreement, shall remain Certified by the United States Golf Teachers Association.

xi. Operator shall conduct activities under this agreement in manners that respect the goals of the City to achieve fiscal sustainability of the course, as well as promoting golf play.

xii. Operator shall assume responsibility, and relieve the City of all liability for any damages or personal injuries incurred, resulting from the presence of spectators allowed on the course under the age of twelve (12) years, including any actions of such spectators.

xiii. Operator shall provide monthly revenue and play data to the City in a spreadsheet format provided by the Director of Parks and Leisure Services.

All of the above specified uses hereby granted under the terms of this agreement shall be permitted, carried on and exercised at locations approved by the City Manager of the City of Porterville, or his designated representative, and at no other place or location than the Porterville Municipal Golf Course.

2. **Term.** The term of this agreement shall be three years commencing on September 1, 2009. At the end of three years, provided that Operator is not in default, and further provided that the City Council of the City of Porterville is satisfied with Operator's performance up to that
time, Operator shall have the option to renegotiate the terms of this agreement for an additional three (3) years.

3. Rules and Regulations. Operator agrees to exercise all rights herein granted subject to, and in accordance with, the rules and regulations of the City Council of the City of Porterville that are now, or may hereafter be, in effect; and the City Manager, or his designated representative, shall provide supervisory control, direction, and enforcement of such rules, regulations, and other terms and conditions of this agreement, on behalf of the City of Porterville. The rules and regulations to be enforced on the golf course, by Operator, include, but are not limited to the following:

1. Use of proper etiquette by golfers, including allowing faster players to play through, leaving the green immediately when completing a hole, control of under age spectators allowed on the course, avoiding practice swings which will damage the course, smoothing holes and footprints left in sand traps, replacing divots, repairing damage to greens such as ball and spike marks, and the proper movement of riding and/or pull carts. Operator, or his designee, agrees to physically marshall the course by inspecting play on the course from time to time.

2. Operator shall act as starter in conduction starting times, with priority for groups and insuring that all players register prior to playing on the course.

4. Condition of Premises. At the end of the term of this Agreement, or at its earlier termination for any reason whatsoever, Operator agrees to deliver possession of any part of said Municipal Golf Course utilized by Operator, and to clean and restore said premises in a condition satisfactory to the City of Porterville.

5. Insurance. Operator agrees that he or she will procure and maintain in force throughout the term of this Agreement at insurance policies insuring Operator and the City against public liability and property damage in the following minimum amounts, to wit:

1. Comprehensive form of commercial general liability, which shall be primary as respect to the City of Porterville, with aggregate limits not being reduced by prior claims, and naming the City of Porterville, its officers, employees, agents and assigns, as additional insured, in at least the following amounts:

   a. Bodily injury, including death to one or more persons, each occurrence: $1,000,000.00.

   b. Products/completed operations hazard, each occurrence: $1,000,000.00.
c. Damage to property, each occurrence: $100,000.00, with no deductible.

d. Liquor Liability: $1,000,000.00.

2. Workers' compensation insurance, conforming to all applicable statutory limits, and covering all employees of Operator.

All insurance shall be carried with insurance companies having a Best rating of not less than A.VII, and which are admitted and authorized to do business in the State of California by the Insurance Commissioner of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The policies of insurance as above provided, or certificates of the insurers evidencing insurance carried, shall be deposited with the City Clerk of the City immediately upon the execution of this Agreement. Should the required insurance coverage, for any reason whatsoever, be canceled, the insurer is required to provide the City with thirty (30) days notice of such cancellation.

6. Indemnification. Operator hereby agrees, to the fullest extent permitted by law, to hold the City, its elective and appointive boards, and its officers, agents and employees harmless from any liability for damage or claims or damage, for personal injury, including death, as well as from claims for property damage which may arise from Operator’s operations under this Agreement, or by any one or more persons directly or indirectly employed by, or acting as agent for, Operator. Operator agrees to, and shall, indemnify and defend the city and its elective appointive boards, officers, agents, and employees from any claims or actions at law or in equity for damages caused, or alleged to have been caused by reason of any of the aforesaid operations, provided as follows:

1. That the City does not, and shall not, waive any rights against Operator which it may have by reason of the aforesaid hold harmless agreement or because of the acceptance by the City, or the deposit with the City by Operator, of any of the insurance policies or certificates of insurance described in this agreement; and

2. That the aforesaid hold harmless agreement in favor of City shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reasons of any of the acts of Operator regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. Additional Rights and Duties of Operator. Operator further agrees as follows:

1. Not to assign or sublease this Agreement, or any part thereof, without the written consent of the City first hand and obtained, which consent may be withheld by the City at its sole discretion, and the consent to one assignment or one subletting
shall not be construed as a consent to any further assignment or subletting.

2. To pay the costs of janitorial services inside the clubhouse and locker room, and the cleaning of windows (inside and outside).

3. Not to violate, permit or suffer the violation of any law, regulation or ordinance of any political subdivision in effect at said premises.

4. To provide all office supplies necessary for day to day operations. To pay the cost of telephone services utilized by Operator at said premises, with the exception of the credit card processing telephone line. The city will provide credit card processing equipment and telephone service.

5. To maintain the driving range to include regular trash and ball pick up. The city is responsible for perimeter security fencing. The Operator is responsible for repairs to the safety netting. The City is to mow and provide irrigation water and reserve the right to curtail the driving range irrigation during a water emergency.

6. To rent city golf carts to the public. The Operator shall receive a percentage of gross revenues for renting the cards. The City shall be responsible for major maintenance of the City owned golf carts. The Operator will be responsible for cleaning of the carts and minor preventative maintenance including checking oil, batteries, tires, general cart condition and reporting cart repair need to appropriate maintenance staff.

8. Waste and Nuisance. Operator shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of the neighborhood or citizens utilizing said golf course.

9. Premises. Operator warrants that he has inspected the premises and accepts them in their present condition and “as is”. Operator may from time to time, at his own cost and expense, make alterations to the premises provided Operator obtains from the City prior written approval of said alterations and after obtaining any other permits or licenses as required by law.

10. Food Services. In the exercise of this agreement, Operator will provide food, including, but not limited to, hot sandwich or similar service as well as beverage service to the public during that period of time, which coincides, with the hours of golf play at said Municipal Golf Course. Operator may also provide said food and beverage service at other times in accordance with the regulations and approval of the city. In this regard, Operator shall, at his sole cost, provide all necessary fixtures and equipment for the purpose of supplying said services.

11. Course Management. Operator shall, at all times when the Golf Course is required to be open to the public, and subject to the supervision of the City Manager of the City of
Porterville, or his designated representative, perform those duties required of the manager of said Municipal Golf Course.

12. **Compensation.** For the services of Operator as professional-manager of said golf course, the City agrees to pay to Operator as consideration the following:

a. Twenty one percent (21%) of all fees collected for lockers, monthly and yearly tickets, green fees.

b. Twenty-five percent (25%) of all cart fees collected.

c. All revenue generated from the pro shop, restaurant, pull-card and club rentals, driving range, lessons, food, and beverage sales.

Operator is also entitled to complimentary play for himself and up to three regular employees.

Operator is not an employee of the City of Porterville, and is therefore ineligible for vacation, sick leave or retirement benefits that may now, or hereafter, be available to employees of the City of Porterville. However, Operator will continue to receive the basic consideration as set forth above, although Operator’s absence from the premises may occur from time to time for reason of sickness or vacation. Notice of vacation absences shall be given in advance to the Parks and Leisure Services Director, or his Leisure Services Director, or his designee. Said consideration provided for in this paragraph shall be paid to Operator by the City monthly on the basis of the revenue as set forth and received from the preceding month. All funds received at the course will be operated through the City’s cash register for accounting purposes.

13. **Business License.** Prior to conducting any business as contemplated herein, and at all times during the term of this agreement, Operator shall secure a business license from the City of Porterville and provide proof of such license to the Director of Parks and Leisure Services for the City of Porterville.

14. **Days of Operations.** Operator agrees that the golf course shall be open for use six (6) days a week, and shall be opened every Monday that is declared to be a state and/or local holiday, except the course will not be open on the following holidays, whether falling on a Monday, or otherwise: Thanksgiving Day, Christmas Day and New Year’s Day. Notwithstanding the foregoing, the Operator shall have the discretion to close the course from time to time due to poor course conditions caused resulting from inclement weather. Furthermore, notwithstanding the foregoing, the Operator shall have the discretion, in consultation and concurrence of the Parks and Leisure Services Director, to open the course on Mondays for special programs and tournaments.

15. **Termination.** This Agreement with Operator is in consideration of the services that
Operator shall perform as the professional-manager of the Porterville Municipal Golf Course. In the event that any of said services required by Operator are terminated, then this Agreement may, at the option of the City, be immediately terminated and canceled. In the event Operator breaches or fails to comply with any terms or conditions of this agreement, then, at the option of the City, this agreement shall be immediately terminated, and Operator shall immediately surrender possession of any premises and/or rights herein granted.

16. **Independent Contractor.** With respect to the performance of the duties and obligations arising under this Agreement, it is mutually understood and agreed that Operator will be acting as an independent contractor. Nothing in this agreement is intended, nor shall be construed, to create a partnership, an employer/employee relationship, a joint venture relationship, or any other relationship between Operator and the City.

17. **Annual Audit.** The Operator will annually transmit to the City an annual summary detailing player demographics, rounds of golf play, cart rental and driving range activity, clinics conducted, and all revenues received by Operator through exercise of this Agreement, within 60 days after the close of each fiscal year during the term of this contract.

18. **Background and Drug Testing.** Alcohol and drug testing is a condition of approval for this agreement. The Operator shall submit to an alcohol and/or drug test conducted by the City Physician at the City’s expense. The Contractor shall submit immediately to an alcohol and/or drug screen test when requested by the City during the term of this Agreement. Refusing to provide a urine specimen as requested by the City Physician will result in the termination of the Agreement. This agreement is also subject to Operator’s successful completion of a background check, to be performed by the City at its own cost.

19. **Additional Duties.** It is contemplated by the parties herein that from time to time there may be required of Operator additional duties not herein specifically set forth. In that event it is agreed that this Agreement shall be supplemented.

20. **City’s Financial Commitment.** The city agrees to provide services and materials to properly maintain the buildings and grounds of said municipal golf course subject to budgetary funding.

21. **Annual Evaluation.** This Agreement shall be reviewed annually. Operator’s performance will also be evaluated yearly.

22. **Notice of Termination.** Notwithstanding any provision of this agreement to the contrary, the Agreement may be terminated by either party, with or without cause, by giving the other party ninety (90) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested, addressed as follows:
CITY: City Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

OPERATOR: Stephen Jeffrey Gilwitz
Porterville Municipal Golf Course
702 East Isham Avenue
Porterville, CA 93257

With copies to: Director of Department of Parks & Leisure Services
City of Porterville
291 N. Main Street
Porterville, CA 93257

Notwithstanding the foregoing, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party, in the manner set forth herein. “For cause” shall include a breach of any term or condition of this agreement.

In the event this Agreement is terminated prior to the conclusion of the term hereof, Operator shall be entitled to retain payments under this Agreement and to receive payment of 21% of green fees and 25% of cart rental fees for that portion of the month in which this agreement is terminated.

In the event that the City terminates this agreement prior to the conclusion of the term herein, the City shall purchase all merchandise in stock and on order at the Operator’s delivered cost and at market value. Purchase of merchandise excludes personal property. Operator shall afford the City the first rights to all business merchandise, without removing property from the premises, and shall not retain any merchandise or business related property necessary for the continued conduction of operations, without the concurrence of the City.

23. Equal Opportunity. Neither Operator, nor any agent, servant, or employee of Operator shall willfully discriminate against any employee or patron of the Porterville Municipal Golf Course on any facilities related thereto, and all patrons, ancestry, sex, national origin, local custom, habit, or sexual orientation. Violation by Operator of this provision of the State Fair Employment Practices Act shall be cause to terminate this Agreement.

24. Attorney’s Fees. If any legal action, arbitration or other proceeding is brought in connection with this Agreement, the prevailing parties shall be entitled to recover their actual attorney’s fees and costs, in addition to other costs incurred in such action, arbitration or proceeding, reimbursement of fees advanced in the event of arbitration, and other relief to which they may be entitled.
IN WITNESS WHEREOF, the parties have caused this agreement to be executed at Porterville, California, on ___________________, 2009.

CITY:

CITY OF PORTERVILLE

______________________________
Pete McCracken, Mayor

ATTEST:

______________________________
John Lollis, City Manager

Approved as to Form:

______________________________
Julie Lew, City Attorney

OPERATOR:

______________________________
Stephen Jeffrey Gilwitz
SUBJECT: APPROVAL OF ANNUAL TRANSPORTATION AGREEMENT WITH TULARE COUNTY

SOURCE: Administration (Transit)

COMMENT: Since 1983, the City of Porterville has maintained annual agreements with the County of Tulare to provide contract transit service to residents within the unincorporated but urban areas of the community, as currently depicted by the attached Service Area Boundary Map. The last Agreement expired June 30, 2009, and it is proposed the attached successor Agreement be approved and maintained for FY 2009/2010.

Traditionally, the County has shared in the net operating cost of the system, i.e., total costs less fare box revenues, in proportion to the ridership percentage from the unincorporated area as experienced over the previous Agreement year. However, calculations have been modified over the last several years due to the inclusion of the City of Porterville in the Federal Transit Administration (FTA) Section 5307 program. Last year, the County reimbursed the City at a rate of 28.9% of net operating costs for the Demand-Response System, and at the rate of 30% of net operating costs for the Fixed Route System. This year, the County rate of reimbursement is 30.5% and 30%, respectively. The County contribution to City transit operations for the FY 2009/2010 Agreement will be $274,387, down from last year’s compensation of $329,665. This total amount of compensation also takes into account a credit of $68,911, representing the City’s sixth and final annual credit to the County of Tulare over a six-year period which differed from “budgeted” amounts used to calculate the original compensation totals for the six years in question. The reduction in the County’s contribution is a direct result of the decrease in operating costs projected for FY 2009/2010.

DD J Appropriated/Funded MB CM J Item No. 11
RECOMMENDATION: That the City Council enter into an Agreement with the County of Tulare for FY 2009/2010 to provide service to County residents within the Service Area Boundary Map, and authorize the Mayor to execute the Agreement on behalf of the City.

ATTACHMENTS:

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

THIS AGREEMENT, is entered into as of this ____ day of _________________, 2009, by
and between the COUNTY OF TULARE, hereinafter referred to as the “County”, and the CITY
OF PORTERVILLE, hereinafter referred to as the “City”.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

Compensation for the period July 1, 2009 through June 30, 2010, will be as follows:

<table>
<thead>
<tr>
<th>Demand Response</th>
<th>Route Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>County LTF (See Below)</td>
<td>$190,302</td>
</tr>
<tr>
<td>FTA Section 5307 Credit</td>
<td>($61,799)</td>
</tr>
<tr>
<td>Fare Box Credit</td>
<td>($8,540)</td>
</tr>
<tr>
<td>Annual Credit Adjustment (Sixth of Six equal credits)</td>
<td>($68,911)</td>
</tr>
<tr>
<td>T-PASS Adjustment for 08/09</td>
<td>$4,941</td>
</tr>
<tr>
<td>Depreciation</td>
<td>$3,493</td>
</tr>
<tr>
<td><strong>Total Payment</strong></td>
<td><strong>$123,456</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$150,931</strong></td>
</tr>
</tbody>
</table>

5. Authorization of Payment. FTA Section 5307 Funds will be claimed by the City on the County's behalf. The County by this Agreement authorizes the Tulare County Association of Governments to transfer $274,387 of State Transit Assistance Funds, and/or Local Transportation Funds from the County's 2009/10 Apportionment to the City of Porterville's Apportionment. The County further authorizes the City to claim said $274,387 as full payment for services under this Agreement. In case of termination of this Agreement prior to June 30, 2010, the County agrees to compensate the City for a proportional amount of the sum of $274,387 based upon the number of days the services were provided by the City during a 365 day period.

6. FTA Funds. Per the 2000 Census, the Porterville Urbanized Area has a population of 59,961; 39,615 (66.0%) of which are City residents, and 20,346 (34.0%) of which are County residents. The Porterville Urbanized Area is eligible to receive Federal Transit Administration (FTA) Funds from Section 5307. The City of Porterville will be the claimant of these funds. The City will, at the request of the County, claim and transmit up to 34% of said funds for use by the County for eligible purposes under FTA Section 5307. In no case shall the amount transmitted or credited to the County exceed 34% of the total available. Any Section 5307 Funds which are to be transmitted to the County shall be handled under a separate agreement.
7. Renegotiation. In the event a contract between the Federal Transit Administration and the City of Porterville is not executed by June 30, 2010 for the Section 5307 Funds specified in paragraphs 4, 5 and 6 or in the event that $165,306 exceeds 34% of the total FTA Section 5307 funds available to the Porterville urbanized area, this contract will be renegotiated to reflect this condition.

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

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

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

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

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

12. Term of Agreement. This Agreement shall become effective July 1, 2009 and shall continue in full force and effect until June 30, 2010 unless terminated earlier, as herein provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF TULARE

By______________________________

Chairman, Board of Supervisors

“COUNTY”

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

By______________________________

Deputy

CITY OF PORTERVILLE

By______________________________

Mayor “CITY”

ATTEST: Clerk of City of Porterville

By______________________________

Deputy

Approved as to Form,
County Counsel

Approved as to Form,
City Attorney

By______________________________

Deputy

By______________________________

City Attorney
August 12, 2009

Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

Attention: Dan Fox, Transit Coordinator

Formula for Fiscal Year 2009/10 Transit Agreement Between
the City of Porterville and Tulare County

Dear Dan:

The following is a description of the cost formula components for the proposed FY 2009/10 transit agreement between our agencies.

**FY 2009/10 COLT/COUNTY SERVICE COST**
Compensation to the City for service to County residents is based on a percentage of the operating and capital costs of the transit system.

**OPERATING COST**
Operating Cost is defined as all costs in the operating expense categories of the Administration, Demand-Response and Fixed Route components. In accordance with this definition, and the adopted City of Porterville Annual Budget for FY 2009/10, the COLT operating cost is $1,782,444.

The compensation formula requires that transit system operating costs be allocated between the two service modes, Demand-Response and Fixed Route. The City’s transit budget is prepared in three segments: Administration, Demand-Response and Fixed Route. The only segment based on the proportion of service hours to be operated in each mode is the Administration segment, which segment has been apportioned to Demand-Response and Fixed Route based on the following percentages. The balance of the expense allocation in each service mode represents actual budget projections for that service mode. (Service hours based on actual revenue hours for FY 2008/09).

<table>
<thead>
<tr>
<th>Service Mode</th>
<th>Service Hrs.</th>
<th>% of Total</th>
<th>Expense Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>5,844</td>
<td>20%</td>
<td>$ 445,672</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>23,983</td>
<td>80%</td>
<td>$1,336,772</td>
</tr>
<tr>
<td>Total</td>
<td>29,827</td>
<td>100%</td>
<td>$1,782,444</td>
</tr>
</tbody>
</table>

City Manager’s Office
291 North Main Street, Porterville, California 93257
(559) 782-7466 Fax (559) 715-4013 Email: mgr-Office@ci.porterville.ca.us
Resource Management Agency  
August 12, 2009  
Page Two

2009/2010 FAREBOX REVENUE

The compensation formula includes a credit to the County for fares collected from County residents. It is therefore necessary to allocate farebox revenues between the two service modes. The City of Porterville 2009/10 farebox revenue is estimated to be $350,000. Of this amount, it is projected that $28,000 (8%) will be collected on the Demand-Response service, and $322,000 (92%) will be collected from Fixed Route system passengers. This allocation is based on the proportion of fees collected on each service mode during FY 2008/09.

COMPENSATION FOR DEMAND-RESPONSE

Based on actual ridership data reported by Sierra Management during FY 2008/09, County residents consumed 30.5% of the total Demand-Response passenger trips. (Demand-Response trips totaled 17,986; County trips totaled 5,481). This percentage will be used for this year's calculations.

Based on FY 2003/04 passenger mile information, County residents travel on average 1.42 times as far as the average Porterville resident. It was proposed that this figure be rounded to a distance factor of 1.4, which has been used in the compensation formula for FY 2004/05 through 2008/09. The purpose of this factor is to adjust for the greater number of vehicle miles traveled to provide a trip to a County resident. We will, once again, use this factor for the purpose of completing this year's calculations.

With the above data, the proposed FY 2009/10 compensation for Demand-Response is calculated as follows:

Demand-Response
$ 445,672 x 30.5 x 1.4 = $190,302
$ 190,302 Total Payment
- 8,540 Farebox Credit (30.5% x 28,000)
  $ 181,762
- 61,799 FTA Section 5307 Credit (34%)
  $ 119,963 COUNTY LTF

FIXED ROUTE COMPENSATION FORMULA

The current agreement between the City and the County is based on a projection of service supplied to and consumed by County residents who utilize the eight routes serving the unincorporated areas. For FY 2009/10, the same basis is proposed as in previous agreements, which is 30% of said operating cost being attributed to the County.

Based on the above, the proposed Fixed Route compensation formula is as follows:
Resource Management Agency
August 12, 2009
Page Three

Fixed Route
$ 1,336,772 x 30% = $ 401,032
$ 401,032 Total Payment
- 96,600 Farebox Credit (30% of $322,000)
$ 304,432
- 103,507 FTA Section 5307 Credit (34%)
$ 200,925 COUNTY LTF

**CAPITAL COST**
Capital cost is defined as all depreciation expense attributed to all active City of Porterville Fixed Route and Demand-Response capital expense using the straight line of depreciation. To calculate depreciation expense attributed to County residents, it is proposed that we use the 30.5% factor from the Demand-Response operating expense calculation, and the 30% factor from the Fixed Route operating expense calculation. These factors can be applied to the total projected depreciation expense for the Demand-Response and Fixed Route capital as follows:

<table>
<thead>
<tr>
<th></th>
<th>Projected Deprec.</th>
<th>Operating Factor</th>
<th>County Depreciation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route</td>
<td>$ 220,000</td>
<td>30%</td>
<td>$ 66,000</td>
</tr>
<tr>
<td>Demand-Response</td>
<td>$ 70,000</td>
<td>30.5%</td>
<td>$ 21,350</td>
</tr>
<tr>
<td></td>
<td>$ 290,000</td>
<td></td>
<td>$ 87,350</td>
</tr>
</tbody>
</table>

Based on the above, $ 87,350 is the proposed County share of projected depreciation expense. Eighty percent (80%) of capital expense is funded with FTA funds; therefore, only twenty percent (20%) needs to be funded through County LTF funds, being the sum of $17,470.

Total charge to County LTF is $ 338,358 ($119,963 + $200,925 + $ 17,470.) Back-up documentation for each of the Demand-Response and Fixed Route formulas is available, upon request. From this total, and per agreement with the County of Tulare, the City shall deduct $68,911, representing the City’s sixth and final annual credit to the County of Tulare over a 6-year period for prior years’ adjustments. Additionally, the City has a credit of $4,940.67 for the 2008/09 T-PASS system. With the County’s credit, and the City’s adjustment for the Regional T-Pass, the total charge for County LTF is $ 274,387.

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

Very truly yours,

Linda Clark
Administrative Analyst II
LTF Agreement  
City of Porterville/County of Tulare – Fiscal Year 2009/10

**2008/09 Revenue Hours**

<table>
<thead>
<tr>
<th>Service</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>5,844</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>23,983</td>
</tr>
<tr>
<td><strong>Total Revenue Hours</strong></td>
<td><strong>29,827</strong></td>
</tr>
</tbody>
</table>

Demand-Response: 20% of Total Rev. Hrs.  
Fixed Route: 80% of Total Rev. Hrs.

**2009/10 Budget**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$376,280</td>
<td>(Operating Cost)</td>
</tr>
<tr>
<td>Demand-Response</td>
<td>$370,416</td>
<td>(Operating Cost)</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>$1,035,748</td>
<td>(Operating Cost)</td>
</tr>
<tr>
<td><strong>Total Operating Budget</strong></td>
<td><strong>$1,782,444</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Administrative Costs Divided Between Two Systems**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response (20%)</td>
<td>$75,256</td>
</tr>
<tr>
<td>Fixed Route (80%)</td>
<td>$301,024</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$376,280</td>
</tr>
</tbody>
</table>

**Total Operating Costs**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>$445,672</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>$1,336,772</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,782,444</td>
</tr>
</tbody>
</table>

**FY 2008/09 Farebox Revenue**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>$28,046 (8%)</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>$323,968 (92%)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$352,014</td>
</tr>
</tbody>
</table>

**County Trips**

Based on actual ridership data reported by Sierra Management, during FY 2008/09 County residents consumed 30.5% of the total Demand-Response passenger trips.

**Total Demand-Response Trips**: 17,986  
**Total County Trips**: 5,481  
**Percentage of County Trips**: 30.5%

**Demand-Response**

\[\text{Amount} = \text{Total Payment} \times 30.5\% = 410,032 \times 30.5\% = 124,812\]

**Fixed Route**

\[\text{Amount} = \text{Total Payment} \times 30\% = 401,032 \times 30\% = 120,309\]

**2000 Census Data**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Total Population</td>
<td>59,961</td>
</tr>
<tr>
<td>City Population</td>
<td>66%</td>
</tr>
<tr>
<td>County Population</td>
<td>34%</td>
</tr>
</tbody>
</table>
SUBJECT: EAGLE MOUNTAIN AIRSHOW RECAP

SOURCE: Finance Department

COMMENT: On June 13, 2009, the Porterville Municipal Airport hosted the 2nd annual Eagle Mountain Airshow which featured the Thunder Delfins Jet Team together with the amazing Doug Jardine, John Colver, Frank Donnelly, and Dr. D's Old-Time Aerobatics. The event honored Wayne Handley, who is a legendary airshow performer. The activities also included a paper plane contest for children, dubbed the Paper Plane Palooza sponsored by the Porterville Recorder. The event attracted over 2,000 people.

The Airshow was a collaborative effort by the Tule River Tribal Council, Eagle Mountain Casino, City of Porterville, Chamber of Commerce, Tule River Economic Development Corporation, and Tule River Aero Industries. Financial sponsorship for this year's event was provided as follows:

<table>
<thead>
<tr>
<th>Sponsor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eagle Mountain Casino</td>
<td>$7,500</td>
</tr>
<tr>
<td>Tule River Tribal Council</td>
<td>$7,500</td>
</tr>
<tr>
<td>City of Porterville</td>
<td>$7,500</td>
</tr>
<tr>
<td>Porterville Municipal Airport</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

As approved by the City Council in the meeting of April 7, 2009, included in the City's financial assistance are the cost of the insurance coverage for the event in the amount of $1,625, preparation of the grounds for the parking lot and other logistical costs totaling $3,443. General financial support from the City for the Airshow amounted to $6,432.

In addition to the above-mentioned financial support, numerous hours of volunteer work was provided by members of the Airshow Committee and a host of other volunteers, which contributed to the success of the event. The committee is very grateful to the City Council for its support of the event. It is hoped that there would be enough support in the community for the Airshow to continue in the coming years.

RECOMMENDATION: For information only.
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
BARN THEATER – PORTERVILLE BUZZARD FESTIVAL
OCTOBER 17, 2009

SOURCE: Finance Department

COMMENT: The Barn Theater is requesting approval to hold the Porterville Buzzard Festival, music and bird watching event in the parking lot and back stage arena of the Barn Theater on Saturday, October 17, 2009, from 4:00 p.m. to 10:00 p.m. 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 Barn Theater, 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: 8-7-09  Event date: 10-17-09
Event time: 4PM-10PM

Name of Event: Buzzard Fest

Sponsoring organization: Barn Theater  PHONE # 361-3364 (Cell)
Address: P.O. Box 108
Authorized representative: Steve Ross  PHONE #
Address: 893 E Cleveland Ave
Event chairperson: Ralph Bourne  PHONE # 920-1976

Location of event (location map must be attached): Y2 S. Plant (Plano to Olive) in back of theater outside (in case of rain inside)
Type of event: Blues Festival, BBQ, Live Music

Nonprofit status determination: on file

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

<table>
<thead>
<tr>
<th>Services</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Barricades (quantity):</td>
<td><strong>NONE</strong></td>
<td></td>
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<tr>
<td>Police protection</td>
<td>Yes</td>
<td><strong>X</strong></td>
</tr>
<tr>
<td>Street sweeping</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Refuse pickup</td>
<td>Yes</td>
<td><strong>X</strong></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
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</tbody>
</table>

Parks facility application required: **X**
Assembly permit required: Yes **X**

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

<table>
<thead>
<tr>
<th>Approve</th>
<th>Deny</th>
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</thead>
<tbody>
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</tbody>
</table>

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 to the Finance Department 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.

[Signature]
(Name of Organization)
(Date)
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: **The Buzzard Festival**

Sponsoring organization: **The Barn Theater**

Event date: **10-17-09**  Hours: **4PM - 10PM**

**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></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Open Lot behind The Barn Theater</strong></td>
<td></td>
</tr>
</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

BARN THEATER

PORTERVILLE BUZZARD FESTIVAL

OCTOBER 17, 2009

Business License Supervisor:
  S. Hartman

Business License has no requirements.

Public Works Director:
  B. Rodriguez

General overall cleanup is expected after event.

Community Development Director:
  B. Dunlap

Field Services Manager:
  B. Styles

No comments.

Chief of Fire Operations:
  M.G. Garcia

No comments.

Parks and Leisure Services Director:
  J. Perrine

No concerns.

Police Captain:
  S. Rodriguez

See exhibit “B”.

Administrative Services Manger:
  P. Hildreth

See exhibit “A”, page 2.

EXHIBIT “A,” Page 1
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Barn Theater
Event: Porterville Buzzard Festival
Event Chairman: Ralph Bourne/Steve Ross
Location: Barn Theater Back Stage Area and Parking Lot
Date of Event: October 17, 2009
Time of Event: 4:00 p.m. to 10:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Barn Theater 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 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:

The Barn Theater               Phone # 361-3364
P.O. Box 108, Porterville 93258

2. Address where amplification equipment is to be used:

42 S. Pleno                   Phone # 361-3364

3. Names and addresses of all persons who will use or operate the amplification equipment:

Ralph Bourne Emcee
Different Blues bands

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

Blues Festival

5. Dates and hours of operation of amplification equipment:

10-17-09 1100 - 2200

6. A general description of the sound amplifying equipment to be used:

Electric guitars, Microphones for Singers & amplifiers
I hereby certify that all statements and answers on this registration form are true and correct.

The Barn Theater

Applicant

Steven Cross

Date

8-7-09

Silver Rodriguez / Captain

Chief of Police

Date

AUG 25, 2009

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 REVOCAITION OF THE PERMIT.

cc:


3/27/01
Anita Gustuson

From: Silver Rodriguez
Sent: Friday, August 14, 2009 2:06 PM
To: Anita Gustuson
Subject: RE: Buzzard Festival, 10/17/09

Anita G.:
The Police Department imposes the following conditions or requirements for this event:

- Event organizers shall obtain a One-day Alcohol Permit from CA Dept. of Alcoholic Beverage Control.
- Event organizers shall implement strict controls to ensure minors do not obtain or consume alcohol at the event.
- Event organizers should take measures to direct music/sound away from nearby residences, to avoid complaints about loud music.

Silver Rodriguez, Captain
Police Department- Services Division

EXHIBIT "B"
**Certificate of Liability Insurance**

**Producer:**

UVIS/ Turner & Associates  
P.O. Box 757  
Lindsay CA 93247  
Phone: 559-562-2527  
Fax: 559-562-2273

**Insured:**

Barn Theatre (The)  
P.O. Box 108  
Porterville CA 93258

**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.

<table>
<thead>
<tr>
<th>LTR</th>
<th>Insrd</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
<th>Limits</th>
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<tbody>
<tr>
<td>A</td>
<td>X</td>
<td>General Liability</td>
<td>2008-05111-NPO</td>
<td>12/05/08</td>
<td>12/05/09</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Claims Made X Occur</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $100,000</td>
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<tr>
<td></td>
<td></td>
<td>General Aggregate Limit Applies Per:</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Products - Comprop Agg</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AUTO LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td></td>
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<td>ANY AUTO</td>
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<td></td>
<td></td>
<td>PRODUCTS - COMPROP AGG $2,000,000</td>
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<td></td>
<td></td>
<td>ALL OWNED AUTOS</td>
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<td></td>
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<td></td>
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<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td></td>
<td>Garage Liability</td>
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<td>AUTO ONLY - EA ACCIDENT $</td>
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<tr>
<td></td>
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<td>ANY AUTO</td>
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<td></td>
<td></td>
<td>OTHER THAN AUTO ONLY: AOG $</td>
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<td></td>
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<td>Excess/umbrella Liability</td>
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<td></td>
<td></td>
<td>EACH OCCURRENCE $</td>
</tr>
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<td>AGGREGATE $</td>
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<td>Claim Made</td>
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<td>Workers Compensation and Employers' Liability</td>
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<td>WE STATUTORY LIMITS OTH-ER</td>
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<td>Any Proprietor/Partner/Executive Officer/Member Excluded?</td>
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<td>E.L. EACH ACCIDENT $</td>
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<td>If yes, describe at SP SPECIAL PROVISIONS Below</td>
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<td>E.L. DISEASE - EA EMPLOYEE $</td>
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<td>Other</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions:**

Certificate holder is named as additional insured per endorsement attached.

**Certificate Holder:**

City of Porterville  
D0 Box 432  
Porterville CA 93258

**Cancellation:**

Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named at the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative: [Signature]

Authorized Representative: [Signature]

© ACORD Corporation 1998

ACORD 25 (2001/08)
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT-
FAMILY HEALTHCARE NETWORK - 9TH ANNUAL HEALTH AND
SAFETY FAIR – SUNDAY, OCTOBER 18, 2009

SOURCE: Finance Department

COMMENT: Family Healthcare Network is requesting approval to hold their annual Health and Safety Fair on Sunday, October 18, 2009 in front of their building on Main Street. Street closure is requested on Main Street between Harrison Avenue and Thurman Avenue, from 1:00 p.m. to 4:00 p.m.

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 Family Healthcare Network, subject to the stated requirements contained in the Application, Agreement and Exhibit “A.”

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: 8/4/09  Event date: 10/18/09  Event time: 1:00pm to 4:00pm

Name of Event: Family Healthcare Network: 4th Annual Health & Safety Fair

Sponsoring organization: Family Healthcare Network PHONE # 791-7000
Address: 314 N. Main St. Porterville, CA 93257
Authorized representative: Isabel Olmos PHONE # 280-1956
Address: 1137 W. Poplar Ave. Porterville, CA 93257
Event chairperson: Isabel Olmos PHONE # 280-1956
1137 W. Poplar Ave. Porterville, CA 93257
Location of event (location map must be attached): 314 N. Main St. Porterville, CA 93257

Type of event: Health & Safety Fair

Nonprofit status determination: 94-2525145 501(c)(3)

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

- Barricades (quantity): 6  Street sweeping Yes  No X
- Police protection Yes  No X  Refuse pickup Yes  No X
- Other: _________________________________

Parks facility application required: Yes  No X  Attached
Assembly permit required: Yes  No X  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 to the Finance Department 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.

Family Healthcare Network

(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: **Family Healthcare Network: 9th Annual Health & Safety Fair**

Sponsoring organization: **Family Healthcare Network**

Location: **314 N Main St. Porterville, CA 93257**

Event date: **11/8/09**  Event time: **1-4 pm**

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>
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<td><strong>UN-DECIDED</strong></td>
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</table>

3 of 4
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: Family Healthcare Network: 9th Annual Health & Safety Fair

Sponsoring organization: Family Healthcare Network

Event date: (Sunday) October 18, 2009 Hours: 1-4 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>Main St.</td>
<td>Harrison Ave</td>
<td>Thurman Ave.</td>
<td>Health Fair</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalks</td>
<td>From</td>
<td>To</td>
<td>Activity</td>
</tr>
<tr>
<td>Main St.</td>
<td>Harrison Ave</td>
<td>Thurman Ave.</td>
<td>Health Fair</td>
</tr>
</tbody>
</table>

| Parking lots and spaces | Location | Activity |
|-------------------------|----------|----------|----------|

4 of 4
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

FAMILY HEALTHCARE NETWORK

9TH ANNUAL HEALTH AND SAFETY FAIR

OCTOBER 18, 2009

Business License Supervisor:
S. Hartman

Business License approves; vendor list, if any, to be submitted prior to event.

Public Works Director:
B. Rodriguez

Community Development Director:
B. Dunlap

No comments.

Field Services Manager:
B. Styles

Barricades may be picked up and returned to 555 N. Prospect Street.

Fire Chief:
M. G. Garcia

No comment.

Parks and Leisure Services Director:
J. Perrine

No comments.

Police Captain:
S. Rodriguez

See exhibit “B”.

Administrative Services Manager:
P. Hildreth

Approved on risk management end.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Family Healthcare Network
Event: 9th Annual Health and Safety Fair
Event Chairperson: Isabel Olmos
Location: 314 N. Main Street
Date of Event: October 18, 2009

RISK MANAGEMENT: Conditions of Approval

That the Family Healthcare Network provides 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.
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:

   Isabel Olmos  Phone # 280-1956
   630 S. 3rd Place, Porterville, CA 93257

2. Address where amplification equipment is to be used:

   314 W. Main St.  Phone # 280-1956
   Porterville, CA 93257

3. Names and addresses of all persons who will use or operate the amplification equipment:

   T.S. Department: 1137 W. Poplar Ave, Porterville, CA

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

   Family Healthcare Networks: 9th Annual Health & Safety Fair.

5. Dates and hours of operation of amplification equipment:

   Sunday October 18, 2009  1 to 4 pm

6. A general description of the sound amplifying equipment to be used:

   PA System: Speakers, microphone & Amplifier.
FAMILY HEALTHCARE NETWORK - HEALTH FAIR

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

Isabel Olmos
Applicant

8/04/09
Date

Silver Rodriguez
Chief of Police

AUG. 25, 2009
Date

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 REVOCAION OF THE PERMIT.

cc: ____________________________________________________________

______________________________________________________________

______________________________________________________________

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

**PRODUCER**
InterWest Insurance Services
License #0B01094
P.O. Box 255188
Sacramento CA 95865-5188
Phone: 916-488-3100  Fax: 916-979-7992

**INURED**
Family HealthCare Network
314 N Main Street
Porterville CA 93257

**COVERAGE**

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.

<table>
<thead>
<tr>
<th>INSURED LTR INSR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (F3 occurrence)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GEN'L AGGREGATE LIMIT APPLIES PER:</td>
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<td>GENERAL AGGREGATE</td>
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<td>POLICY</td>
<td>PROJ.</td>
<td>LOC</td>
<td>PRODUCTS - COMM/PROJ</td>
<td>$2,000,000</td>
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<tr>
<td>A X ANY AUTO</td>
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<td>01/01/10</td>
<td>COMBINED SINGLE LIMIT (F4 accident)</td>
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<td>BODILY INJURY (Per person)</td>
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<td></td>
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<td>BODILY INJURY (Per accident)</td>
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<td></td>
<td>GARAGE LIABILITY ANY AUTO</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
<td>$</td>
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<td>EXCESS/UMBRELLA LIABILITY OCCUR</td>
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<td>01/01/09</td>
<td>01/01/10</td>
<td>EACH OCCURRENCE AGGREGATE</td>
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<tr>
<td>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 3 years SPECIAL PROVISIONS below</td>
<td>CA005002947002</td>
<td>01/01/09</td>
<td>01/01/10</td>
<td>E.L. EACH ACCIDENT</td>
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<td></td>
<td>E.L. DISEASE - EA EMPLOYER</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The City of Porterville is additional insured as their interest may appear in regards to the Health & Safety Fair on October 18, 2009. Form CG2011 attached.

*10 days notice of cancellation if non-payment of premium.

**CERTIFICATE HOLDER**
Redevelopment Agency
City Of Porterville
291 N. Main Street
Porterville CA 93258

**CANCELLATION**

CIT0291

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30* days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

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CITY OF PORTERVILLE
Community Civic Event Application

PORTERVILLE FAMILY HEALTHCARE NETWORK HEALTH FAIR
October 18, 2009

Proposed Conditions/Requirements for Porterville Health And Safety Fair- 314 No. Main Street

➤ City Council approval is required for all street closures.

➤ Ensure adequate highly visible barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.

➤ Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

➤ At conclusion of event, organizers shall clean up any debris from the roadway that may create hazards or unsafe conditions for pedestrians or motorists.

➤ At conclusion of event, barricades/barriers shall be promptly taken down to allow motorists to resume use of Main Street.

Silver Rodriguez, Captain
Police Department
August 11, 2009

EXHIBIT "B"
July 29, 2009

Dear Residents/Businesses,

On Sunday October 18, 2009 Family HealthCare Network will be sponsoring their 9th Annual Health and Safety Fair at 314 N. Main St. in Porterville from 1:00 PM to 4:00 PM.

In order to provide a safe event the Health Center will need to close part of Main St between Harrison Ave and Thurman Ave from 8:00am to 5:00pm.

To ensure the safety of others, we need signatures of nearby residents as requested by the city that you were notified and approved of this event.

Sincerely,

Nora Baca
Family Healthcare Network
Community Relations Representative

Citizens Business Bank
Porterville Financial Center
334 N. Main Street
Porterville, CA 93257
on.3414-39

Bank of America, N.A.,
345 N. Main Street
Porterville, CA 93257
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – FATHERS AGAINST DRUNK DRIVING AND COMISION HONORIFICA MEXICANA-AMERICANA, INC. FIRST ANNUAL WALK-A-THON

SOURCE: Finance Department

COMMENT: The Fathers Against Drunk Driving and Comision Honorifica Mexicana-Americana, Inc. are requesting approval to hold a Walk-a-Thon around Veteran's Park, on Saturday, September 12, 2009, from 10:00 a.m. to 5:00 p.m. This fund raising event, with raffle drawings and informational flyers to promote public awareness of the dangers of driving under the influence, will have no vendors, is open to the public, and will utilize the sidewalk around Veteran's Park.

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

RECOMMENDATION: That the Council approves the attached Community Civic Event Application and Agreement submitted by the Fathers Against Drunk Driving and Comision Honorifica Mexicana-Americana, Inc. subject to the stated requirements contained in Exhibit “A” of the Community Civic Event Application.


DD MB Appropriated/Funded MB CM Item No. 15
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: Aug. 19, 09 Event date: Sept. 12, 09
8/13/09 Event time: 10:00 am

Name of Event: 1st Annual Walk-A-Thon

Sponsoring organization: Comision Honorifica PHONE #
Mexicana Americana
Address: 
Authorized representative: Elva Beltran PHONE # 782-8645
Address: 
Event chairperson: Robert Ybarra PHONE # 756-1798 (24 HRS)
Fathers Against Drunk Driving
Location of event (location map must be attached): Veterans Park

Type of event: Walk-A-Thon: To raise awareness on
the dangers of driving under the influence (DUI)
Nonprofit status determination: Fiscal sponsor: Porterville Rescue Mission

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

Barricades (quantity): _____ Street sweeping Yes _____ No _____
Police protection: 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

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 to the Finance Department 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.

[Signature] [Date]
(Name of Organization)
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: **F.A.D.O. 1st Annual Walk-A-Thon**

Sponsoring organization: 

Event date: **Sept. 12, 2009** Hours: **10:00am to 5:00pm**

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></td>
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**×** Used Sidewalks

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<td>Morton Ave.</td>
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<td>Newcomb Ave.</td>
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**Parking lots and spaces**

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<tr>
<th>Location</th>
<th>Activity</th>
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4 of 4
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

FATHERS AGAINST DRUNK DRIVING
AND
COMISION HONORIFICA MEXICANA-AMERICANA, INC.
1st Annual Walk-a-Thon

SEPTEMBER 12, 2009

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

Parks and Leisure Services Director:
   J. Perrine

Police Captain:
   S. Rodriguez

Administrative Services Manager
   P. Hildreth

No comments.

No comments.

See attached conditions and requirements on Exhibit "B", pages 1-4.

See Page 2, Exhibit "A".

EXHIBIT “A,” Page 1
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Comision Honorifica Mexicana-Americana, Inc.
Event: Fathers Against Drunk Driving 1st Annual Walk-a-Thon
Event Chairman: Robert Ybarra
Location: Veteran's Park
Date of Event: September 12, 2009

RISK MANAGEMENT: Conditions of Approval

That the Fathers Against Drunk Driving and Comision Honorifica Mexicana-Americana, Inc. 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.

B. 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.
Anita Gustuson

From: Silver Rodriguez
Sent: Tuesday, August 25, 2009 10:56 AM
To: Anita Gustuson
Subject: RE: Fathers Against Drunk Driving 1st Annual Walk-a-Thon
Attachments: Penal Code Section 320 Raffles.doc

Anita Gustuson:
The Police Department imposes the following conditions or requirements re: the Fathers Against Drunk Driving Walk-A-thon event scheduled for Sept. 12, 2009:

- Participant walkers should stay on the sidewalk and shall not walk out into the roadway, so as to impede or interfere with the normal flow of vehicular traffic.
- Unless this Chapter of FADD is specifically exempt, the event organizer shall comply with California Penal Code Section 320.5, which regulates the conduct of a raffle by a non profit organization. (copy is attached)

Silver Rodriguez, Captain
Police Department- Services Division

From: Anita Gustuson
Sent: Monday, August 24, 2009 2:59 PM
To: Baldo Rodriguez; Brad Dunlap; Bryan Styles; Jim Perrine; Mario Garcia; Patrice Hildreth; Silver Rodriguez; Susan Perkins
Cc: Maria Bemis; Debbie Salter
Subject: Fathers Against Drunk Driving 1st Annual Walk-a-Thon

Please review and email comments regarding the event listed in the subject line for Sept. 12, 2009. At this time, the chairperson does not have a sponsor for this event. He has been notified that without a sponsor he will not be able to hold a walk-a-thon around Veteran's park. His plan is to also have tables with pamphlets and literature to increase awareness of the dangers of driving under the influence, along with raffle prizes.

Anita Gustuson

EXHIBIT "B", page 1

8/25/2009
Penal Code Section 320.5. Charitable Raffles

(a) Nothing in this chapter applies to any raffle conducted by an eligible organization as defined in subdivision (c) for the purpose of directly supporting beneficial or charitable purposes or financially supporting another private, nonprofit, eligible organization that performs beneficial or charitable purposes if the raffle is conducted in accordance with this section.

(b) For purposes of this section, "raffle" means a scheme for the distribution of prizes by chance among persons who have paid money for paper tickets that provide the opportunity to win these prizes, where all of the following are true:

(1) Each ticket is sold with a detachable coupon or stub, and both the ticket and its associated coupon or stub are marked with a unique and matching identifier.

(2) Winners of the prizes are determined by draw from among the coupons or stubs described in paragraph (1) that have been detached from all tickets sold for entry in the draw.

(3) The draw is conducted in California under the supervision of a natural person who is 18 years of age or older.

(4) (A) At least 90 percent of the gross receipts generated from the sale of raffle tickets for any given draw are used by the eligible organization conducting the raffle to benefit or provide support for beneficial or charitable purposes, or it may use those revenues to benefit another private, nonprofit organization, provided that an organization receiving these funds is itself an eligible organization as defined in subdivision (c). As used in this section, "beneficial purposes" excludes purposes that are intended to benefit officers, directors, or members, as defined by Section 5056 of the Corporations Code, of the eligible organization. In no event shall funds raised by raffles conducted pursuant to this section be used to fund any beneficial, charitable, or other purpose outside of California. This section does not preclude an eligible organization from using funds from sources other than the sale of raffle tickets to pay for the administration or other costs of conducting a raffle.

(B) An employee of an eligible organization who is a direct seller of raffle tickets shall not be treated as an employee for purposes of workers' compensation under Section 3351 of the Labor Code if the following conditions are satisfied:

(i) Substantially all of the remuneration (whether or not paid in cash) for the performance of the service of selling raffle tickets is directly related to sales rather than to the number of hours worked.

(ii) The services performed by the person are performed pursuant to a written contract between the seller and the eligible organization and the contract provides that the person will not be treated as an employee with respect to the selling of raffle tickets for workers' compensation purposes.

(C) For purposes of this section, employees selling raffle tickets shall be deemed to be direct sellers as described in Section 650 of the Unemployment Insurance Code as long as they meet the requirements of that section.

(c) For purposes of this section, "eligible organization" means a private, nonprofit organization that has been qualified to conduct business in California for at least one year prior to conducting a raffle and is exempt from taxation pursuant to Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23701k, 23701l, 23701t, or 23701w of the Revenue and Taxation Code.

(d) Any person who receives compensation in connection with the operation of the raffle shall be an employee of the eligible organization that is conducting the raffle, and in no event may compensation be paid from revenues required to be dedicated to beneficial or charitable purposes.

(e) No raffle otherwise permitted under this section may be conducted by means of, or otherwise utilize, any gaming machine, apparatus, or device, whether or not that machine, apparatus, or device meets the definition of slot machine contained in Section 330a, 330b, or 330.1.
(f) No raffle otherwise permitted under this section may be conducted, nor may tickets for a raffle be sold, within an operating satellite wagering facility or racetrack inclosure licensed pursuant to the Horse Racing Law (Chapter 4 (commencing with Section 19400) of Division 8 of the Business and Professions Code) or within a gambling establishment licensed pursuant to the Gambling Control Act (Chapter 5 (commencing with Section 19800) of Division 8 of the Business and Professions Code). A raffle may not be advertised, operated, or conducted in any manner over the Internet, nor may raffle tickets be sold, traded, or redeemed over the Internet. For purposes of this section, advertisement shall not be defined to include the announcement of a raffle on the web site of the organization responsible for conducting the raffle.

(g) No individual, corporation, partnership, or other legal entity shall hold a financial interest in the conduct of a raffle, except the eligible organization that is itself authorized to conduct that raffle, and any private, nonprofit, eligible organizations receiving financial support from that charitable organization pursuant to subdivisions (a) and (b).

(h)(1) An eligible organization may not conduct a raffle authorized under this section, unless it registers annually with the department of Justice. The department shall furnish a registration form via the Internet or upon request to eligible nonprofit organizations. The department shall, by regulation, collect only the information necessary to carry out the provisions of this section on this form. This information shall include, but is not limited to, the following:

(A) The name and address of the eligible organization.

(B) The federal tax identification number, the corporate number issued by the Secretary of State, the organization number issued by the Franchise Tax Board, or the California charitable trust identification number of the eligible organization.

(C) The name and title of a responsible fiduciary of the organization.

(2) The department may require an eligible organization to pay an annual registration fee of ten dollars ($10) to cover the actual costs of the department to administer and enforce this section. The department may, by regulation, adjust the annual registration fee as needed to ensure that revenues will fully offset, but do not exceed, the actual costs incurred by the department pursuant to this section. The fee shall be deposited by the department into the General Fund.

(3) The department shall receive General Fund moneys for the costs incurred pursuant to this section subject to an appropriation by the Legislature.

(4) The department shall adopt regulations necessary to effectuate this section, including emergency regulations, pursuant to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

(5) The department shall maintain an automated data base of all registrants. Each local law enforcement agency shall notify the department of any arrests or investigation that may result in an administrative or criminal action against a registrant. The department may audit the records and other documents of a registrant to ensure compliance with this section.

(6) Once registered, an eligible organization must file annually thereafter with the department a report that includes the following:

(A) The aggregate gross receipts from the operation of raffles.

(B) The aggregate direct costs incurred by the eligible organization from the operation of raffles.

(C) The charitable or beneficial purposes for which proceeds of the raffles were used, or identify the eligible recipient organization to which proceeds were directed, and the amount of those proceeds.

(7) The department shall annually furnish to registrants a form to collect this information.

(8) The registration and reporting provisions of this section do not apply to any religious corporation sole or other religious corporation or organization that holds property for religious
purposes, to a cemetery corporation regulated under Chapter 19 of division 3 of the Business and Professions Code, or to any committee as defined in Section 82013 that is required to and does file any pursuant to the provisions of Article 2 (commencing with section 84200) of Chapter 4 of Title 9, or to a charitable corporation organized and operated primarily as a religious organization, educational institution, hospital, or a health care service plan licensed pursuant to Section 1349 of the Health and safety Code.

(i) The department may take legal action against a registrant if it determines that the registrant has violated this section or any regulation adopted pursuant to this section, or that the registrant has engaged in any conduct that is not in the best interests of the public's health, safety, or general welfare. Any action taken pursuant to this subdivision does not prohibit the commencement of an administrative or criminal action by the Attorney General, a district attorney, city attorney, or county counsel.

(j) Each action and hearing conducted to deny, revoke, or suspend a registry, or other administrative action taken against a registrant shall be conducted pursuant to the Administrative Procedure Act (Chapters 4.5 and 5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). The department may seek recovery of the costs incurred in investigating or prosecuting an action against a registrant or applicant in accordance with those procedures specified in Section 125.3 of the Business and Professions Code. A proceeding conducted under this subdivision is subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

(k) The Department of Justice shall conduct a study and report to the Legislature by December 31, 2003, on the impact of this section on raffle practices in California. Specifically, the study shall include, but not be limited to, information on whether the number of raffles has increased, the amount of money raised through raffles and whether this amount has increased, whether there are consumer complaints, and whether there is increased fraud in the operation of raffles.

(l) This section shall become operative on July 1, 2001.

(m) A raffle shall be exempt from this section if it satisfies all of the following requirements:

1. It involves a general and indiscriminate distributing of the tickets.
2. The tickets are offered on the same terms and conditions as the tickets for which a donation is given.
3. The scheme does not require any of the participants to pay for a chance to win.
FATHERS AGAINST DRUNK DRIVING
311 CONLEY STREET
PORTERVILLE, CA. 93257
www.faddintl.org (559)756-1748

PRIZES FOR WALK-A-THON RAFFLE DONATED BY WAL-MART DISTRIBUTION CENTER

- $25.00 dollar discount ticket from Raphael Jewelers in Visalia, CA.
- Free smog and certificate from Jenkins Automotive in Visalia, CA.
- The following are all from Wal-Mart Distribution Center:
  - 20” Emerson SDTV
  - Sony DVD player
  - Hamilton Beach portable slow cooker
  - GE Microwave oven
  - HomeTrends 4 Pack Leather lamp set
  - Reese Towpower Receiver Hitch
  - Futon: Black Wire Mesh type

FADD would like to thank our sponsors for their generous support of our 1st. Annual Walk-A-Thon at Veterans Park on Saturday, September 12, 2009.

WEBSITE DESIGNED AND DONATED BY GGM MARKETING IN NEW YORK
FATHERS AGAINST DRUNK DRIVING
311 CONLEY STREET
PORTERVILLE, CA. 93257
www.faddintl.org (559)756-1748

1st. ANNUAL WALK-A-THON

National Alcohol and Drug Addiction Recovery Month (Recovery Month) is celebrating its 20th year of observance this September, (our 3rd year). This year’s theme, “Join the Voices for Recovery: Together We Learn, Together We Heal” emphasizes the need to use all available resources, both in our communities and on the internet, to educate people about the dangers of addiction, seek help, and heal. It also celebrates those who have worked to advance the treatment and recovery landscape, Recovery Month is designed to help people understand there is hope and that help for alcohol and drug use disorders is effective and available.

This year’s event will be on Saturday. September 12, 2009 at Veterans Park (corner of Henderson and Newcomb) in Porterville, CA. Our goal is to plan and implement a coordinated public/private effort to bring awareness of the dangers of driving under the influence to the communities in Tulare County.

In order to raise funds to coordinate this event FADD will be selling tickets with a $5.00 pledge per lap around the park. We will also be distributing educational and awareness materials from the Substance Abuse and Mental Health Services Administration (SAMHSA), our partner. To see our event posted please visit www.recoverymonth.gov, our event ID number is 165.

FADD will also be seeking sponsors to partner with to print T-shirts for this event. We will also be accepting donations and seek a few volunteers to help us with this effort. For those who would like to get involved please contact Robert Ybarra at the phone number above or you may email me at fadd@att.net. Thank you very much for supporting our 2009 ‘ARRIVE ALIVE’ campaign.

WEBSITE SPONSORED BY GGM MARKETING IN NEW YORK
Fathers Against Drunk Driving: FADD

Designated Driver Membership Drive

Fathers Against Drunk Driving or FADD as we call it is on a nationwide membership drive. FADD members become Designated Drivers that do the driving for their friends, loved ones, business associates etc., in order to reduce the deadly consequences of drinking and driving. Our goal is to reduce the alcohol related deaths on our U.S. Highways. You can be the life of the party and save lives across the United States. Membership is only $12.00/yr., members receive a membership card, educational and deterrent materials from a variety of sources. Businesses currently purchase memberships at a group rate and give them to their clients. For group rates, to do a promotion with FADD, or to sponsor our highway safety program, please contact Robert Ybarra, Founder via e-mail or phone number below. Thank you.
Stay Alive, Don't Drink & Drive!

Contact Information:

www.faddint1.org
Email: fadd@att.net
Phone: (559) 756-1748
Address: 311 Conley Street
         Porterville,
         CA
         93257
         U.S.A.
PUBLIC HEARING

SUBJECT: A PUBLIC HEARING TO CONSIDER MODIFICATION OR REVOCATION OF CONDITIONAL USE PERMIT 4-2007 (BRICKHOUSE BAR & GRILL)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

HISTORY: On June 5, 2007, the City Council adopted a Conditional Use Permit (CUP 4-2007) for the Brickhouse Bar & Grill to include and allow for live entertainment.

During the time period between April 3, 2009 and June 18, 2009, thirteen (13) police reports were filed by residents of the Glenwood Hotel Apartments, across the alley to the east of the project site. These complaints were centered on excessive noise from the Brickhouse Bar & Grill that was audible inside of their residences. There were two other noise complaints received by the Police Department regarding other similar establishments during the same time period. One was associated with the Mecca, and one with El Reventon. In comparison, the noise complaints at the Brickhouse exceed those received concerning the other establishments. A summary of the police reports is attached to this staff report as Attachment 4.

The adopted resolution (Resolution 43-2007 attached to this staff report as Attachment 6) contains the following conditions of approval:

“2. Upon approval of the conditional use permit, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive service calls by the Police Department will result in revocation of the conditional use permit.”

“10. The applicant needs to be aware that the operation of the business must comply with all codes and ordinances giving special consideration to noise, smoke and lighting affects on the residential use to the east.”

In June of 2009 staff was informed of the Department of Alcoholic Beverage Control’s (ABC) efforts to schedule a hearing with the owners of the Brickhouse Bar & Grill for failing to take reasonable steps to correct conditions constituting a nuisance on the licensed premises. The nuisance calls included public intoxication, fights, and excessive noise directly related to the establishment. On June 26, 2009, August 12, 2009 and August 25, 2009, staff spoke with the ABC representatives and confirmed that an administrative hearing was still pending and investigations were ongoing. According to the ABC, they are reconsidering the alcohol license held by the Brickhouse Bar & Grill in light of the noise issues. Details have not been disclosed because the case is still unresolved and pending with ABC.

On July 7, 2009 the City Council considered setting a public hearing for modification of the Conditional Use Permit. This item was brought before the City Council due to the
nuisance noise complaints received from nearby residents that constitute a potential
violation of the conditions of approval of the conditional use permit. Based on
information and comments provided at the July 7, 2009 meeting, the Council directed
staff to meet with the Brickhouse Bar & Grill owners and the Glenwood Hotel residents
to try and resolve the noise issues and concerns that were a result of the DJ, karaoke, and
live music entertainment. In addition, the Council directed staff to schedule a public
hearing after meeting with the parties involved to consider modification or revocation of
CUP 4-2007. Staff was directed to hold a community meeting with the neighbors of the
Brickhouse, review police reports and ongoing ABC investigations and to take noise
readings at the restaurant/bar of the entertainment conducted by the Brickhouse for the
City Council to consider at the public hearing.

On July 20, 2009 Staff met at the Brickhouse Bar & Grill with residents of the adjacent
Glenwood Hotel and business owners to discuss and attempt to resolve the noise issues.
Both groups were receptive to resolving the matter and agreed that a mutual agreement
could be worked out. The Brickhouse and residents of the Glenwood Hotel have been
cooperative in allowing staff to gather readings from the business and from inside the
apartments.

Since July 1, 2009, six (6) total incident reports have been filed with the Police
Department, including two (2) Brickhouse noise incidents, one from the Brickhouse
business owners regarding a Glenwood Apartment tenant asking for money to move out
of their apartment and stop calling the police, a Field Services call for a water issue, a
standard bar check, and a suspicious vehicle call. These incidents are detailed in
Attachment 5.

On July 23rd, 25th, & 30th, staff visited the site to take noise readings of the entertainment
activities. The results of those readings are summarized on map Attachment 2 and also
in correspondence with the business owner in Attachment 34. The noise readings were
taken during karaoke and D.J. activities. Unfortunately, no live bands have performed
over the last two months due to a family illness of one of the business owners. Staff
believes that a live band reading is an important component in the Council's
consideration of the Brickhouse conditional use permit. Staff will work with the
business owner to complete this portion of the study. With the recent adoption of a new
Noise Ordinance by the City of Porterville, a noise standard will soon be in place. The
owners of the Brickhouse have reviewed and feel confident they can comply with the
recently adopted noise standards.

COMMENT: The recently adopted Noise Ordinance was used as a benchmark during the Brickhouse
noise readings analysis because the ordinance does not go into effect until September 17,
2009. Review of the noise readings for the Brickhouse entertainment indicates that the
highest noise level observed was 74 decibels from outside the emergency exit on the
north side of the Brickhouse building and 64 decibels at the main entrance. The highest
decibel level was due to a faulty seal around the door. As pressure was applied to the
door, sound was diminished to 63 decibels. If the seal is not repaired, the entertainment
noise levels would need to be reduced nine (9) decibels after 10 p.m. when measured
against the recently adopted Noise Ordinance. Keeping this in mind, the noise readings
taken from the two separate Glenwood Hotel tenant rooms represented acceptable levels,
around 40 decibels with all appliances turned off and no movement in the room. The
tenant room readings increased to 52, 56, & 60 decibels once fans and air conditioners were turned on in each room. All the noise readings were within the ranges of those allowed by the recently adopted Noise Ordinance benchmark except for the emergency exit.

At the Council’s direction, staff can establish a monthly or quarterly program to monitor noise levels relative to the recently adopted Noise Ordinance. Additionally, staff could include in the program a review of the monthly police reports and incidents. If Council desires, staff can provide the results in a monthly or quarterly report regarding noise and/or any other violations of the Brickhouse Bar & Grill conditional use permit. If noise levels are in compliance over the next 6-12 months, monitoring could be shifted to an “as needed” basis.

Staff is requesting direction from the City Council indicating how to proceed with addressing this issue, which seems to have been resolved with the residents since the Council last discussed the item. With cooperation from the business owner in meeting with the adjacent residents and preventing spillover of loud music, staff anticipates the noise concern will no longer be an issue.

Should the City Council decide to proceed with a modification to the Conditional Use Permit, the City of Porterville Zoning Ordinance identifies grounds for modification or revocation of a Conditional Use Permit. The following Sections of the Zoning Ordinance establish the City Council’s authority:

Section 3101D - “Grounds for Revocation - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation.”

Section 3101E - “Grounds for Revocation - That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare, or so as to be a nuisance. (Ord. 1198, 5-6-1980)”

Section 3102A - “Grounds for Modification - That the grounds which would otherwise justify a revocation of the permit or variance can be corrected or cured by a modification imposing new or additional conditions.”

In the event the City Council desires to modify the conditions of approval, draft conditions have been proposed as follows:

“64. That the operation of the Brickhouse Bar & Grill, including live entertainment, shall comply with the City’s noise standards as may be amended from time to time.”

“65. Repair/replace the seal around the exit door on the north wall of the building to achieve exterior noise level no greater than 65 decibels.”
An additional concern has been raised regarding the exposed Brickhouse Bar & Grill grease vats. CUP 4-2007 Resolution 43-2007 contains the following condition of approval:

"12. Grease vats shall be located on-site, screened from public view and adequately maintained to prevent odors and nuisances."

The owners have been contacted and over the next 90 days a program will be initiated to monitor the progress of relocating and screening from public view. If the grease vats issue is not addressed within 90 days, staff will bring the item back to City Council for further consideration.

At this time, staff is requesting direction from the City Council indicating how to proceed with the Brickhouse Bar & Grill Conditional Use Permit.

OPTIONS:  
1. That the City Council impose new or revised conditions of approval, monitor, suspend, or revoke the Conditional Use Permit.
2. Take no action. The Conditional Use Permit would remain in effect as is and the nearby residents would need to continue to address their concerns with the Police Department through the filing of complaints as necessary.

RECOMMENDATION: That the City Council consider the information presented and take action accordingly.

ATTACHMENTS:

1. Aerial Photograph
2. locator map summary of noise readings analysis
3. Staff correspondence with business owners
4. Summary of Complaints Received by the Police Department
5. Incident report from July 1 – August 18, 2009
7. Draft Resolution
Legend

- Brickhouse
- Glennwood Hotel

# db: Decibel reading
Subject: FW: brickhouse noise readings

From: Jose Ortiz
Sent: Wednesday, August 12, 2009 11:05 AM
To: 'davidgonzales@pla.ca.gov'
Cc: Benjamin Kimball; Brad Dunlap; Fernando Rios; Jenni Byers
Subject: brickhouse noise readings

Hey there David,

Below are the readings that we (you and I) took together from the Brickhouse when we observed the Karaoke and DJ. As you recall we checked our noise meters and found that were both getting very similar readings and below are what we felt was an accurate reading from each point that we monitored. Let me know if you have any questions.

7-23-09 Karaoke:

- north side of building in the parking lot - 60db
- east side of building against the BH - 63db
- Middle of the alley - 60db
- east side of alley against the GW - 59db
- Inside BH at the bar end furthest from the stage - 85db
- Ray room in the GW - 60db
- Top of stairs at the rear of GW from w/in building with the door not completely closed - 45db
- Entrance to the BH on west side of building - 63db

Here are Jenni’s readings that were taken of the DJ:

10:15 p.m. Saturday 07/25/09

- North side of building 58.8db
- East side against Brickhouse 56.5db
- Middle alley 57db
- East side against Glenwood Apartments 60.0db
- Inside Brickhouse 85db
- Top of stairs outside GW 56.5db
- Entrance Brickhouse 60.0db

Took measurements with Ricky at the Brickhouse. He was unaware of arrangements to enter Ray’s room, so we didn’t go. NOTE - the night of the Karaoke the volume was at max level according to the DJ control board that I looked at.

7-30-09 DJ:

- north side of building in the parking lot - 63db
- north side of the building at the north emergency door 74db (there is a seal issue... when door is pressed closed a lot of sound is blocked)
- east side of building against the BH at the angled door where trash is brought out - 62db
- Middle of the alley - 57db
- east side of alley against the GW - 59db
- Inside BH at the bar end furthest from the stage - 85db

8/26/2009
- Reba's room in the GW - 56db & 52db with the window closed and A/C on.
- Top of stairs at the rear of GW from w/in building with the door not completely closed - 45db
- Entrance to the BH on west side of building - 64db

As we stated in our conversation yesterday I hope we are able to get the band reading before we get to council on September 1, 2009. As soon as you get the band session scheduled let me know I will be there to take the reading. I haven't seen your letter this morning so I will keep an eye out.

thanks David...

Jose B. Ortiz  
Associate Planner  
City of Porterville  
291 N. Main Street  
559-782-7460 fax 559-781-6437
Chronology of Events (Police Reports)
April 3, 2009 through June 19, 2009

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<td>10:38 p.m.</td>
<td>Disturbing the peace.</td>
<td># 09-2430</td>
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<td>April 4, 2009</td>
<td>12:58 a.m.</td>
<td>Disturbing the peace.</td>
<td># 09-2431</td>
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<td>April 5, 2009</td>
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<td>Disturbing the peace.</td>
<td># 09-2446</td>
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<td>April 18, 2009</td>
<td>12:02 a.m.</td>
<td>Loud Music.</td>
<td># 09-2807</td>
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<td>April 24, 2009</td>
<td>11:21 p.m.</td>
<td>Disturbing the peace.</td>
<td># 09-2997</td>
</tr>
<tr>
<td>April 25, 2009</td>
<td>11:25 p.m.</td>
<td>Disturbing the peace.</td>
<td># 09-3023</td>
</tr>
<tr>
<td>May 2, 2009</td>
<td>11:15 p.m.</td>
<td>Disturbing the peace.</td>
<td># 09-3215</td>
</tr>
<tr>
<td>May 16, 2009</td>
<td>9:59 p.m.</td>
<td>Disturbance.</td>
<td># 09-3229</td>
</tr>
<tr>
<td>May 30, 2009</td>
<td>10:15 p.m.</td>
<td>Disturbance.</td>
<td># 09-4030</td>
</tr>
<tr>
<td>May 31, 2009</td>
<td>1:10 a.m.</td>
<td>Disturbance.</td>
<td># 09-4034</td>
</tr>
<tr>
<td>June 19, 2009</td>
<td>11:10 p.m.</td>
<td>Loud Music.</td>
<td># 09-4565</td>
</tr>
</tbody>
</table>

Similar noise complaints received regarding similar Establishments during the same time frame

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Complaint</th>
<th>Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 19, 2009</td>
<td>Unknown</td>
<td>Noise</td>
<td>The Mecca</td>
</tr>
<tr>
<td>June 6, 2009</td>
<td>Unknown</td>
<td>Noise</td>
<td>El Reventon</td>
</tr>
<tr>
<td>Date</td>
<td>Time</td>
<td>Type</td>
<td>NOX</td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>--------------</td>
<td>-----</td>
</tr>
<tr>
<td>08/10/09</td>
<td>00:34</td>
<td>FLDSVC FIELD SERVICES</td>
<td>50</td>
</tr>
<tr>
<td>08/10/09</td>
<td>21:22</td>
<td>INCRPT HARRASSMENT</td>
<td>22</td>
</tr>
<tr>
<td>08/07/09</td>
<td>21:44</td>
<td>415N DISTURB NOISE</td>
<td>15</td>
</tr>
<tr>
<td>08/04/09</td>
<td>02:45</td>
<td>20002 TRAFFIC</td>
<td>04</td>
</tr>
<tr>
<td>08/03/09</td>
<td>07:05</td>
<td>NARCHK BAR CHECK</td>
<td>05</td>
</tr>
<tr>
<td>07/10/09</td>
<td>22:01</td>
<td>415N MUSIC</td>
<td>15</td>
</tr>
</tbody>
</table>

Page 2 — Has more details of above calls
609 [00:34:12] INCIDENT NUMBER: 9PV0050076
609 [00:34:16] NO WATER
609 [00:39:51] REFERRED TO DAVID AT FIELD SERVICES
609 [00:45:59] CLOSED DISPO: CANCELLED
609 [00:45:58] RP CALLED BACK AND STATED UNK SJ TURNED OFF WATER VALVES

080809 2122 INCENT HARRASSMENT 22 00:08 03:45 15:45 9PV0049026 152 N. HOCKETT

618 [21:38:26] CASE NUMBER = CR-09-00005860 (PV)
629 [21:33:19] [C4]
618 IF YOU GIVE ME A CERTAIN AMOUNT OF MONEY ME AND MY SISTER
618 CAN MOVE OUT AND WE WILL STOP CALLING THE POLICE OTHERWISE
618 WE ARE GOING TO SHUT YOU DOWN... RP IS GOING TO TRY TO
618 RECORD THE CONVERSATION
618 [21:40:02] CANCEL CASE NUMBER OFFICER WAS CONFUSED ON WHAT HE
618 NEEDED....
618 [21:40:18] 09-5860 CANCELLED

080709 2144 415N DISTURB NOISE 15 10:31 07:02 11:46 9PV0048816 152 N. HOCKETT

631 [21:44:04] INCIDENT NUMBER: 9PV0048816
633 [21:44:04] LOUD MUSIC
618 [22:07:10] INC NUMBER GIVEN
618 [22:14:08] TO JUSTIN SIMPSON

080209 0245 20002 21 TRAFFIC 04 02:14 01:39 15:45 9PV0047510 152 N. HOCKETT

614 [02:45:39] INCIDENT NUMBER: 9PV0047510
614 [02:45:39] OCCURRED AT THE BRICKHOUSE, SUSPECT VEHICLE A WHITE IMPALA
614 5PQQG13, OCC 15-20 AGO. RP IS HOME NOW. RP'S VEHICLE 05
614 CHRYSLER SEBRING
614 [02:47:06] RP FOLLOWED THEM AND THEY WERE GOING WB ON OLIVE POSSIBLY
614 23152
618 [03:05:08] RP IS GOING TO COME IN THE MORNING TO MAKE A REPORT
618 [03:05:17] CLOSED DISPO: INFORMATION GIVEN

072609 0105 935N BAR/CHECK 05 03:57 9PV0045833 152 N. HOCKETT

618 [01:05:32] INCIDENT NUMBER: 9PV0043833
633 [01:09:28] CLOSED DISPO: CHECKED CODE 4

071009 2201 415N MUSIC 15 00:17 04:38 17:07 9PV0042225 152 N. HOCKETT

628 [22:01:49] INCIDENT NUMBER: 9PV0042225
628 [22:01:49] RP ADV LOUD MUSIC ON AGAIN....
618 [22:08:32] [C4]
618 [22:12:29] INC NUMBER GIVEN
618 [22:23:51] GIVEN TO JUSTIN SIMPSON
RESOLUTION NO. 43-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL FOR CONDITIONAL USE PERMIT 4-2007 TO ALLOW FOR A 5,300± SQUARE FEET BAR AND GRILL WITH LIVE ENTERTAINMENT TO BE LOCATED AT 152 NORTH HOCKETT STREET (FORMERLY THE SCHORTMAN’S CYCLEY BUILDING)

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of Jun 5, 2007, conducted a public hearing to consider Conditional Use Permit 4-2007, being a request to allow for live entertainment in conjunction with the serving of beer, wine and distilled spirits with a separate bar to occupy 5,300± square feet of an existing building and a building to be expanded located at 152 North Hockett Street in the C-2 (Central Commercial) Zone; and

WHEREAS: Section 801.5 A of the Porterville Zoning Ordinance states: "Bar and night club. Any such use involving the serving of alcoholic beverages under an on-sale license shall be subject to the provisions of 2100B of this Ordinance"; and

WHEREAS: Section 801.5 A-4 of the Porterville Zoning Ordinance states: "Billiard & Pool Hall, bowling lanes. Any such use involving the serving of alcoholic beverages under an on-sale license shall be subject to the provisions of Section 2100B of this Ordinance"; and

WHEREAS: Section 801.5 A-16 of the Porterville Zoning Ordinance states: "Restaurant or cafe which includes dancing and/or entertainment. Any such use involving the serving of alcoholic beverages under an on-sale license shall be subject to the provisions of Section 2100B of this Ordinance"; and

WHEREAS: In conjunction with proposed conditional use permit for bar & night club, billiard & pool hall, with dancing & live entertainment, the applicants are proposing to serve beer, wine and distilled spirits with and without the serving of meals; and

WHEREAS: Pursuant to Section 2100 B.2 of the Porterville Zoning Ordinance, the on-sale of beer, wine and distilled spirits does require approval of a conditional use permit for a separate bar area, consuming alcohol without meals, billiards hall, and live entertainment; and

WHEREAS: The subject site is located within 600 feet of an existing church. Section 2100 B-2 (f) of the Porterville Zoning Ordinance states:

"Where such a use is within 600 linear feet of the nearest property line of an sensitive use (church), the outdoor advertising of alcoholic beverages shall be prohibited;" and

WHEREAS: The subject site is located in Census Tract 38.02. The California Department of Alcoholic Beverage Control (ABC) has indicated that Census Tract 38.02 can accommodate up to four (4) on-sale licenses without being deemed "over concentrated". At present, eleven (11) on-sale
Licenses and one (1) pending license currently exist. As a result of this, a letter from the applicant requesting approval of a finding of Public Convenience or Necessity for the on-sale license is required to be submitted to the ABC. It does not require the City's approval of a finding of Public Convenience or Necessity.

WHEREAS: The City Council received testimony from all interested parties relative to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. Pursuant to Section 15301 Class 1 (Existing Facilities), the proposed project is categorically exempt from the CEQA Guidelines.

2. That the proposed project is consistent with the General Plan.

   The Land Use Element of the General Plan designates the subject site as General Commercial, which allows for the proposed intensity of development.

3. That the design and operation of the proposed project are consistent with the General Plan.

   The property is in the C-2 Zone which allows for the proposed use. The project is designed in compliance with all applicable codes and regulations.

4. That the proposed use is not likely to cause substantial environmental damage.

   The site and surroundings are currently developed and the property was previously used as a bicycle shop.

NOW THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit 4-2005 subject to the following conditions:

1. Any future change in operation, which substantially alters the condition or nature of the subject business, will require approval by the City Council if such modification involves area expansion, the sale of alcoholic beverages, games of chance or live entertainment.

2. Upon approval of the conditional use permit, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive service calls by the Police Department will result in revocation of the conditional use permit.

3. No outdoor advertising of alcohol will be allowed.

4. All alcohol beverages subject to the on-sale license must be consumed on the premises. The sale of alcoholic beverages on a “take-out” basis shall be expressly prohibited.

5. The maximum seating capacity of one hundred (100) persons shall not be exceeded.
The hours of operation during which alcoholic beverages may be sold under the on-sale license shall be from 10:00 a.m. to 2:00 a.m. seven (7) days a week.

Live entertainment shall be limited to the interior of the building identified as “Dance Floor” and “Platform” as shown in Exhibit “A”.

The separate bar area shall be limited to the designated area as shown in Exhibit “A”.

The conditional use permit shall become null and void if not undertaken and actively and continuously pursued within one (1) year.

The applicant needs to be aware that the operation of the business must comply with all codes and ordinances giving special consideration to noise, smoke and lighting affects on the residential use the east.

Operation of the establishment shall comply with Section 802-D of the Zoning Ordinance in regards to creating an obnoxious or offensive environment.

Grease vats shall be located on-site, screened from public view and adequately maintained to prevent odors and nuisances.

The applicant/agent shall be responsible for litter removal in the adjacent area, which is caused by the operation of the establishment.

The applicant/agent shall provide private security personnel in and around the establishment during operating hours when entertainment is provided (8:00 p.m. to 2:00 a.m.). Number of security is subject to the Porterville Police Chief.

Persons under the age of twenty-one (21) shall be strictly prohibited during the hours when entertainment is provided (8:00 p.m. to 2:00 a.m.).

The applicant/agent shall be responsible for controlling outside congregation and assemblage of people as a result of the operation of the establishment.

The conditional use permit, approving on-site alcohol sales, will become null and void if the on-sale license is suspended by the State of California.

A lot-line-adjustment or other approved mechanism shall be completed by an eligible registered Civil Engineer or Licensed Surveyor in order to merge the lots into one.

The mural being proposed on the building shall comply with all codes and may not depict the use inside the building. Compliance with the Sign Ordinance is required.

For areas not luminated by the city parking lot lights, the use is required to provide and maintain a minimum Foot-Candle lighting level of 0.9 on the pavement to the north of the building, during operating hours.
21. All mechanical devices, to include gas and electrical meters, heating and cooling units shall be screened from public view in a manner that is architecturally compatible with the building.

22. In-Lieu of providing ten (10) parking spaces, the applicant/owner shall pay a $2,500 fee per parking space prior to issuance of building permits for the expansion will be issued, unless satisfactory evidence is provided to the Community Development Director that demonstrates the prior full payment of all parking fees and assessments.


24. 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.

25. The developer/applicant shall follow Appendix Chapter 33 of the California Building Code including provision of a grading and drainage plan signed by a licensed civil engineer or architect, if requested by the City Engineer for the purpose of modifying existing parking lot infrastructure. 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.

26. 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).

27. Public improvements proposed for construction within the alley shall be design by a Civil Engineer and approved by the City Engineering Division prior to construction, if feasible. The developer/applicant shall maintain an alley (Division Street) width, alignment and two-way traffic that is consistent with the alley north of Mill Street and south of Oak Avenue before the City will consider allowing the construction of sidewalk and trash enclosures with the alley right of way.

28. The developer/applicant is exempt from the Oak Avenue frontage public improvements repairs, including curb returns, due to a federally funded project that is currently under design and fully financed.

29. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306).

30. The developer/applicant shall provide streetlights 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. Install one ‘Nostalgic’ streetlights on the east side of Hockett Street about 50 feet north of the Oak Avenue right of way line/property line.

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

32. 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.).

33. 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, 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.

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

1. 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.

35. The developer/applicant shall install a refuse container enclosure according to City standards on private property or utilize the same trash enclosure previously designated for the old Schortman’s building. 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 private property. Developer is encouraged to install an enclosure that would accommodate a solid waste, recyclable container and grease for collection.

36. The developer/applicant shall comply with City standard for “backflow” prevention pursuant to Resolution No. 9615.

37. A back-flow device is required on the water meter.

38. A grease trap or grease interceptor is required.

39. The owner/applicant shall install tree wells within the sidewalk area and provide and maintain city-approved street trees along the Hockett Street frontage of the property. The number of trees to be planted shall be equivalent to a minimum of one tree per 35 feet of roadway frontage. The trees are to be a minimum of #15 size specimens, and root barriers must be utilized. The selection of planting locations, and performance of canopy maintenance for street trees shall be conducted in manners to minimize vehicular sight safety conflicts.

40. The owner/applicant shall provide an automatic irrigation system for all landscape planting, including trees and right of way planting. All landscaping shall be installed prior to occupancy
and be permanently maintained by the owner/applicant in a healthy and vigorous growing condition, and cleanly appearance.

41. 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.

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

43. Compliance with all applicable codes is required.

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

45. Soils compaction test may be required.

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

47. Approval from the Tulare County Health Department prior to issuance of the building permit.

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

49. Signs require separate permit.

50. A one-hour firewall is required between the proposed bar and retail shop.

51. The project must comply with latest applicable codes.

52. Based on the occupancy classification, a fire alarm and/or an automatic sprinkler system may be required.

53. When a sprinkler system is required all valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electrically monitored where the number of sprinklers are:
   a. Twenty or more in Group I Divisions 1.1 and 1.2 occupancies.
   b. One hundred or more in all other occupancies.

54. Submit three (3) complete sets of sprinkler and/or fire alarm plans to the Fire Department for review prior to installation.

55. For automatic sprinkler systems, underground plans must be submitted and approved prior to submittal of the above ground plans. A hydrant will be required within 50 feet of the Fire Department connection.

56. Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required. All hydrants must be in place and accepted by the Fire Department prior to any combustibles being brought onto the site.
57. The City will test and maintain all fire hydrants in the City whether on private property or not. An "easement" is required from the owner.

58. Fire hydrant spacing shall be as follows:
   In Commercial development, one hydrant shall be installed at 300-foot intervals.

59. Project must meet minimum fire flow requirements per the table in Appendix III-A & III-B of the California Fire Code. Fire flow for the project as proposed would be 2,500 GPM with a minimum of three hydrants.

60. Areas identified as "Fire Lanes" must be identified as such by red painted curbs and identified per requirements set forth in the California Vehicle Code Section 22500.1.

61. A Knox box may be required. An application may be obtained from the Fire Department.

62. Additional requirements for compliance with the Uniform Fire code may be added at the time of building permit review when more information regarding the building type and use are provided.

63. That the subject site will be developed in accordance with the site plan and elevation plans labeled EXHIBIT "A". Any change in color scheme or architecture to the proposed buildings shown on EXHIBIT "A" will require the approval of the Community Development Director.

Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

By Georgia Hawley, Chief Deputy City Clerk
RESOLUTION NO.___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF MODIFICATION TO THE CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 4-2007 FOR THAT SITE LOCATED AT 152 NORTH HOCKETT STREET

WHEREAS: The City Council on June 5, 2007, adopted Resolution 43-2007 approving Conditional Use Permit 4-2007 to allow for a 5,300± square foot bar and grill (Brickhouse Bar & Grill) with live entertainment to be located at 152 N. Hockett Street. The subject site is situated in a C-2 (Downtown Retail) Zone; and

WHEREAS: On July 7, 2009, the City Council considered setting a public hearing to consider modification of CUP 4-2007 due to nuisance noise complaints received from nearby residences that constituted a potential violation to the conditions of approval of the Conditional Use Permit; and

WHEREAS: On September 1, 2009, the City Council conducted a public hearing to reconsider modification to CUP 4-2007 to consider new or revised conditions, monitoring, suspending or revoking the Conditional Use Permit; and

WHEREAS: The City Council made the following findings with respect to the proposed project:

1. That the proposed modification is consistent with the site’s General Plan Land Use (Downtown Retail) and C-2 Zoning Designations.
2. That the modified conditions have been prepared to better adapt the use to the site and surroundings proposed. The proposed modification use will have the same purpose as the existing use. That the modification is not likely to cause substantial environmental damage.
3. That the proposed modification; per Section 15301 Class 1 “Existing Facilities”, of the CEQA Guidelines, is Categorically Exempt.
4. That the modified conditions under which the business will be operated and maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve a modification to the conditions of approval for Conditional Use Permit 4-2007, subject to the following conditions:

1. That the conditions contained in City Council Resolution 43-2007 shall remain in full force and effect except as modified herein.

2. The City Council of the City of Porterville amends to include new conditions #64 and #65 to read as follows:

ATTACHMENT
ITEM NO. 7
"64. That the operation of the Brickhouse Bar & Grill, including live entertainment, shall comply with the City’s noise standards as may be amended from time to time."

"65. Repair/replace the seal around the exit door on the north wall of the building to achieve exterior noise level no greater than 65 decibels."

Pete V. McCracken, Mayor

ATTEST:

John D. Lollis, City Clerk

By ________________________________
Patrice Hildreth, Chief Deputy City Clerk
CONTINUED PUBLIC HEARING

SUBJECT: CONDITIONAL USE PERMIT 2-2009 - PROPOSED MODULAR CLASSROOM AT THE CALVARY BAPTIST CHURCH, LOCATED AT THE SOUTHEAST CORNER OF NORTH GRAND AVENUE AND NEWCOMB STREET

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: At the request of the applicant, staff is requesting this item be continued to the next scheduled City Council meeting. The applicant wishes to modify the project and include additional buildings as future phases in the proposed Conditional Use Permit. However, if the information cannot be pulled together in time, an additional continuance may be requested.

RECOMMENDATION: That the City Council open the public hearing and continue the matter to the September 15, 2009 City Council meeting.
SCHEDULED MATTER

SUBJECT: CONSIDERATION OF FUNDING MURRY PARK POOL SLIDE INSTALLATION

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: At the August 18, 2009 meeting, the City Council considered the initiation of an amendment to the Community Development Block Grant (CDBG) 09/10 Action Plan in order to reallocate funds to the Murry Park Improvement Project. The purpose of this reallocation of funds would be to complete the installation of the originally planned slide at the community pool which had been delayed several years due to reallocation of funds to other projects. At the meeting the Council requested more detailed financial information for review.

The Engineering Department has updated the estimate for the project to $205,000 which includes all contingencies and construction management for the project. The following are the proposed sources of CDBG funds to complete this project:

- $18,278 Funds remaining in Murry Park Improvement Project account as of 6/30/2009
- $98,615 09/10 Entitlement (notification of additional funds received after the adoption of the 09/10 Action Plan)
- $16,860 Balance of 08/09 Administration funds as of 6/30/2009 that must be transferred to a CDBG project
- $71,247 Undesignated Business Assistance Program funds (leaves designated funds of $510,000 for Main Street/Slough project (prior J.C. Penney site) and $145,000 for individual business assistance loans)

Total $205,000

If the City Council directs, an amendment to the 09/10 Action Plan can be initiated and brought back to Council for action at the second meeting in October after the public notification period has expired.

In addition, the Parks and Leisure Services Commission discussed this issue at the August 6, 2009 meeting and voted to recommend the installation of the slide at Murry Park swimming pool.

DD [Signature] Approp./Funded MB CM [Signature] Item No. 18
RECOMMENDATION: That the City Council:

1. Determine whether to proceed with the completion of the Murry Park pool slide project; and

2. If such a determination is made, authorize staff to proceed with the amendment to the 09/10 Action Plan, including the publication of the 30 day Public Notice.
COUNCIL AGENDA: September 1, 2009

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Consideration of Council Ad Hoc Committee Regarding the Provision of Water Services to City Residents

SOURCE: Administration

COMMENT: As was discussed during Other Matters of the August 18th meeting of the City Council, Councilman Felipe Martinez requested that the Council consider establishing an Ad Hoc Committee that would be charged with reviewing the current provision of water services to community residents, and to develop strategies toward the effort of extending water services to all residents who do not currently receive City water services. To include appropriate City staff, Councilman Martinez respectfully requested his appointment to the Committee, as well as another Councilman to be determined by the Council.

RECOMMENDATION: None

ATTACHMENT: None
SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Annual Adjustments to Development Impact Fees in Accordance with Engineering News Record

SOURCE: Administration

COMMENT: Councilman Hamilton requested that the Council Resolution which establishes the annual adjustment of development impact fees in accordance with the Engineering News Record Construction Costs Index be available to the City Council for its meeting this evening. There are a total of six (6) Resolutions that contain similar verbiage relating to the annual adjustment of development impact fees, which address impact fees for water, wastewater, storm drain, transportation, parks, and hillside development. Generally, the verbiage is similar as follows:

For new development, the fees shall be as established in the adopted fee schedule, and incorporated herein by this reference as if set forth in full herein, which schedule shall be further adjusted annually by the appropriate City staff in accordance with the ENGINEERING NEWS RECORD CONSTRUCTION COSTS INDEX publication.

A couple of the adopted Resolutions are enclosed for reference.

RECOMMENDATION: None

ATTACHMENT: Resolution No. 93-90 (Water)
Resolution No. 142-2002 (Hillside)
RESOLUTION NO. 93-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING A WATER FACILITIES IMPROVEMENT FEE FOR ALL
DEVELOPMENTS WITHIN THE CITY OF PORTERVILLE

WHEREAS, the City Council of the City of Porterville has adopted Ordinance No. 1438 creating and establishing the authority for imposing and charging a water facilities improvement fee; and

WHEREAS, the Water Master Plan 1989, identified the impacts of contemplated development, within the General Plan boundaries, on existing public facilities in the planning area, along with which an analysis of the need for new public facilities and improvements required by new development was conducted and said study set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements; and

WHEREAS, the City Council finds as follows:

A. The purpose of this fee is to finance water supply facilities to keep demand on the existing system from increasing and accommodate increased demand brought about by new development within the planning area;

B. The fees collected pursuant to this resolution shall be used to finance only the public facilities described in the Water Master Plan;

C. After considering the study and analysis entitled "Water Master Plan", and the testimony received at this public hearing, the Council approves said study and incorporates such herein, and further finds that the new development in the planning area will generate additional demand for water supply facilities within the impacted area;

D. There is a need in this described impact area for water supply facilities which have not been constructed or have been constructed, but new development has not contributed its fair share towards these facility costs and said facilities have been called for in or are consistent with the City's Circulation Element of its General Plan;

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development described in Paragraph 3, below, for which the corresponding fee is charged, and, also, there is a reasonable
relationship between the fee's use and the type of development for which the fee is charged, as these reasonable relationships or nexus are in more detail described in the study referred to above.

F. The cost estimates set forth in the Water Master Plan are reasonable cost estimates for constructing these facilities, and the fees in attached Exhibit "A", expected to be generated by new development, will not exceed the total of these costs.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Porterville that:

1. Definitions.

   (a) "New Development" shall mean construction of residential improvements, original construction of commercial, industrial or other non-residential improvements, or the addition of floor space to existing improvements.

   (b) "Exempted Development" shall mean that the City Council may exempt all or specific types or sizes of residential additions for low-income housing or senior housing projects upon the developer entering into an agreement with the City which will adequately guarantee the development of said housing to the satisfaction of the City Council.

2. A water facilities improvement fee shall be paid prior to the issuance of a building permit by all non-exempted new development in the planning area. The City Engineer shall determine if the development lies within the planning area, the type of development and the corresponding fee to be charged in accordance with this resolution.

3. For new development, the fees shall be as established in the adopted fee schedule, attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full herein, which schedule shall be further adjusted annually by the Director of Community Development and Services Department in accordance with the "ENGINEERING NEWS RECORD CONSTRUCTION COSTS INDEX" publication.

4. Use of Fee. The fee shall be solely used to pay: (1) for described public facilities to be constructed by the City; (2) for reimbursing the City for the development's fair share of those water facilities already constructed by the City; or, (3) to reimburse other developers who have constructed public facilities, where those facilities were beyond that needed to mitigate the impacts of the developer's project or projects.

5. Fee Review. Commencing in fiscal year 1995, and at least once every five years thereafter, the City Engineer shall review the estimated cost of the described capital improvements, the continued need for those
improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The City Engineer shall report his findings to the City Council at a noticed public hearing and recommend any adjustment to this fee or other action as may be needed.

PASSED AND ADOPTED this 7th day of August, 1990.

Theodore G. Ensslin, Mayor

ATTEST:

C. G. Huffaker, City Clerk

STATE OF CALIFORNIA)
COUNTY OF TULARE )

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville, do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted at a regular meeting of the Porterville City Council called and held on the 7th day of August, 1990.

THAT said resolution was duly passed and adopted by the following vote:

AYES: COUNCILMEN: Lok, Gifford, Ensslin
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: Pruitt, Leavitt

C. G. HUFFAKER, City Clerk

Georgia Hawley, Deputy City Clerk
EXHIBIT "A"

WATER FACILITIES IMPROVEMENT FEE
PER ACRE COST

<table>
<thead>
<tr>
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<tr>
<td></td>
<td>07-01-90</td>
</tr>
<tr>
<td>1. Single Family (R-1)</td>
<td>$ 651</td>
</tr>
<tr>
<td>2. Duplex (R-2)</td>
<td>651</td>
</tr>
<tr>
<td>3. Multiple Family (R-3 &amp; R-4)</td>
<td>651</td>
</tr>
<tr>
<td>4. Institutional**</td>
<td>-</td>
</tr>
<tr>
<td>5. Commercial and Professional Office</td>
<td>651</td>
</tr>
<tr>
<td>6. Industrial</td>
<td>651</td>
</tr>
</tbody>
</table>

* Adjusted by ENR Construction Cost Index

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

Water - $92.32 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).
RESOLUTION NO. 142-2002  
(FOR OPTION NO. 1)  
A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PORTERVILLE  
AMENDING THE CITY’S FEE SCHEDULE  
AND ADOPTING HILLSIDE DEVELOPMENT FEES

WHEREAS, the City of Porterville has studied and considered the establishment of development fees for “Hillside Development”;

WHEREAS, the City of Porterville’s Water, Sewer and Storm Drain Master Plans have identified the necessity for the following fees with regard to the “Hillside Development” area, and the analysis underlying said Plan set forth the relationship between new development, the needed facilities, and the estimated cost of providing the services for which the fees are imposed; and

WHEREAS, the City Council finds as follows:

A. The purpose of these fees is to assist in financing water and sewer facilities and accommodate increased demand brought about by new development within the City boundaries;

B. The fees collected pursuant to this resolution shall be used to finance only water facilities and sewer trunk lines described in the City’s Water and Sewer Master Plans;

C. There is a need, identified by the City’s Water and Sewer Master Plans, for facilities which have not been constructed or are in need of expansion due to new development. These facilities are directly related to new development and, therefore, new development shall contribute its fair share towards the cost of these facilities. Said facilities have been called for in, or are consistent with, the City’s Water and Sewer Master Plans.

D. The facts and evidence presented establish that there is a reasonable relationship between the need for the facilities and the impacts of the types of development described in Paragraph 4, below, for which the corresponding fee is charged, and also, there is a reasonable relationship between the use of the fee and type of development for which the fee is charged, as these reasonable relationships are in more detail described in the Water and Sewer Master Plans;
E. The cost estimates set forth in the Water and Sewer Master Plans are reasonable cost estimates for construction of these facilities and the fees set forth below will not exceed the total of these costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville adopts the following fees, effective November 4, 2002 for development with a density not to exceed one dwelling unit per acre in the area designated "Hillside Residential", which is generally classified as those sites with and average slope of seven percent (7%) or greater, on the attached Figure 2.2:

   "HILLSIDE DEVELOPMENT" FEES

   Water Trunk Fee $1,070 per acre
   Trunk Line Sewer Fee $749 per acre
   Storm Drain Fee $3,674 per acre (no change)

2. "New Development" shall be defined, for purposes of this resolution, as new construction of single family residential improvements (including mobile homes in approved mobile home parks).

3. Said fees shall be paid as a condition of development.

4. The fees set forth above shall be further adjusted annually by the appropriate City staff in accordance with the "ENGINEERING NEWS RECORD 20-CITY CONSTRUCTION COST INDEX" publication.

5. Said fees have been reviewed, to the extent applicable, in accordance with the Fee Mitigation Act (Government Code Section 66000, et seq.)


PASSED AND ADOPTED this 3rd day of September, 2002.

Gordon T. Woods, Mayor

ATTEST:

John Lengley, City Clerk
STATE OF CALIFORNIA)  
(County of Tulare)

I, JOHN LONGLEY, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 3rd day of September, 2002.

THAT said resolution was duly passed adopted by the following vote:

<table>
<thead>
<tr>
<th>Councilmen:</th>
<th>WEST</th>
<th>JOYNER</th>
<th>GURROLA</th>
<th>HAMILTON</th>
<th>WOODS</th>
</tr>
</thead>
<tbody>
<tr>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>NOES:</td>
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<tr>
<td>ABSTAIN:</td>
<td></td>
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<tr>
<td>ABSENT:</td>
<td></td>
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</tr>
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JOHN LONGLEY, City Clerk

By Georgia Hawley, Deputy City Clerk
PORTERVILLE REDEVELOPMENT AGENDA: SEPTEMBER 1, 2009

SUBJECT: AUTHORIZATION TO EXECUTE LEASE AMENDMENT

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On March 10, 2006 the Agency entered into a lease with A-STEP, Inc. for the building located at 287 N. Hockett Street. The original lease was for one year and continued as a month to month lease after March 10, 2007.

At this time, staff is requesting to amend the lease for another 1-year term beginning on September 2, 2009, with all other terms and conditions of the lease remaining in full force and effect.

RECOMMENDATION: That the Redevelopment Agency:

1. Approve the Agreement for Lease of Premises Amendment between the Porterville Redevelopment Agency and A-STEP, Inc.

ATTACHMENTS: 1) Draft Amendment
2) Locator Map

Item No. PRA-01
Amendment No. 1

AGREEMENT FOR LEASE OF PREMISES
Between the
Porterville Redevelopment Agency
And
A-Step, Inc.

This Amendment Number 1 to the Agreement for Lease of Premises between the Porterville Redevelopment Agency (Lessor) and A-STEP, Inc. (Lessee) is hereby made to amend Section 1.2 of the Lease entered into on March 10, 2006.

Section 1.2 is hereby amended as follows:

The term of the lease will run for one full year for the first day of the calendar month in which Lessee and Lessor execute Amendment No. 1.

All other terms and conditions of the Agreement for Lease of Premises are to remain in full force and effect.

PORTERVILLE REDEVELOPMENT AGENCY

Date: __________________________ By: __________________________

Pete V. McCracken, Chairman
LESSOR

ATTEST:

By: __________________________
John Lollis, Executive Secretary

A-STEP, INC.

Date: __________________________ By: __________________________

Rick Thompson
LESSEE

Date: __________________________ By: __________________________

Jeri Thompson
LESSEE

Approved as to form:

By: __________________________
Julia Lew, City Attorney
SUBJECT: AUTHORIZATION TO REPLACE ROOF AT 287 N. HOCKETT STREET

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The Redevelopment Agency owned building located at 287 N. Hockett Street is currently leased to A-STEP, Inc. The tenant has notified staff that the roof is leaking substantially, which staff has verified. At this time, the condition of the roof warrants replacement.

Upon Council's approval of the project the Engineering Department can prepare the Project Manual for the roof to be replaced with a 30-year composition roof. The project will include preparation and installation of the roof and related appurtenances.

The estimate of probable cost for the project is $10,000 with $1,000.00 required for the construction contingency (10%) and $2,500 for construction engineering/staff time. The total estimated cost associated with the project is $13,500.00. An Estimate of Probable Cost is attached for Council's review.

Funding is available in the Redevelopment Fund Balance

RECOMMENDATION: That the Redevelopment Agency:

1. Authorize a budget adjustment in an amount not to exceed $13,500 for the replacement of the roof at the Redevelopment Agency owned building located at 287 N. Hockett Street; and

2. Authorize preparation of the project manual; and

3. Authorize staff to advertise for bids on the project.

ATTACHMENTS: Estimate of Probable Cost
Locator Map
STOUT BUILDING RE-ROOF PROJECT

ENGINEER'S ESTIMATE – August 24, 2009

<table>
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<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>L.S.</td>
<td>Thirty (30) year composition roof. Including new 7/16&quot; plywood sheeting, removal of existing roofing, labor, material and appurtenances. Approximately 3638 square feet.</td>
<td>$10,000</td>
<td>$10,000</td>
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SUB TOTAL $10,000

10% Construction Contingency $1,000.00
Construction Engineering/Staff Time $2,500.00
Total Estimated Probable Cost of Project $13,500.00

ESTIMATE CERTIFIED

Project Manager 8/24/09
Date
City Engineer 8/24/09
Date
Public Works Director 8/24/09
Date
City Manager 08/26/09
Date