CITY COUNCIL AGENDA
PORTERVILLE, CALIFORNIA
OCTOBER 6, 2009, 6:00 P.M.

Call to Order
Roll Call

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:


6- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – One Case.

7- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Three Cases.

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

Pledge of Allegiance Led by Council Member Felipe A. Martinez
Invocation

PROCLAMATIONS
Extended Opportunity Programs and Services (EOPS)

PRESENTATIONS
Employee of the Month – Chris McGuire
Outstanding Business
Eagle Mountain Air Show
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.


2. Budget Adjustment for the 2009-10 Fiscal Year
Re: Considering approval of budget adjustments consisting of an increase of $22,722 in appropriation for additional staff at Santa Fe Elementary School’s afterschool program, and a $49,000 increase in appropriation for the Shop Upgrade Project at the City’s CNG facility.

3. Claim – Kenneth Balderama
Re: Considering rejection of a claim in an amount exceeding $10,000 for post traumatic stress, which the claimant alleges is the result of an accidental discharge from an off-duty Porterville police officer’s gun on February 19, 2009, in the vicinity of the 900 block of N. Shadowood Court.

4. Negotiated Purchase – Sewer Lift Station #9 Equipment
Re: Authorizing the purchase of equipment from Smith & Loveless Inc., in the amount of $28,000 for the replacement of two existing pumps and equipment at Lift Station #9.

5. Authorization to Negotiate a Contract – Architectural & Engineering Services for the City of Porterville Animal Shelter and Dog Park Project
Re: Authorizing the execution of a Consultant Service Agreement with Taylor-Teter Partnership at an agreed fee of $100,000 for the design and preparation of plans and project manual for the Animal Shelter Project.

5a. Micro-Surfacing Project – Failure to Execute Contract
Re: Considering rejection of a bid received from Bond Blacktop, Inc., and awarding contract to Valley Slurry Seal in the amount of $460,517.90 for the project consisting of a durable thin asphalt overlay on several streets within the city.

6. Acceptance of Project - Henderson Avenue Rehabilitation Project (Jaye Street to SJVRR)
Re: Accepting project as complete from Mitch Brown Construction, and authorizing the filing of the Notice of Completion for the project consisting of the rehabilitation of Henderson Avenue, from Jaye Street to the San Joaquin Valley Railroad, by implementation of “Full Depth Reclamation” process.

7. Acceptance of Improvements - Ranch Victoria, Phase One (Thomas McNamara & Janice McNamara)
Re: Accepting the public improvements of Ranch Victoria, Phase One Subdivision for maintenance from Thomas and Janice McNamara, and authorizing the filing of the Notice of Completion.
8. **Intent to Vacate a Portion of Oak Avenue, Ruth Street, Olive Avenue and Public Utility Easement (Porterville Public Cemetery District)**
Re: Considering approval of a resolution of intent to vacate a portion of Oak Avenue, Ruth Street, Olive Avenue and public utility easement between Crestview Street and Olivecrest Avenue per an agreement between the City of Porterville, the Porterville Public Cemetery District, and Tuesday’s Angels.

9. **Program Supplement to the Local Agency-State Master Agreement – Prospect Street Reconstruction and Concrete Improvements Project**
Re: Considering approval of Program Supplement Agreement No. N038-N for the installation of new curb and gutter, sidewalk, driveways, asphalt concrete paving, fire hydrant assemblies, water services, sewer laterals, and storm drain inlets along Prospect Street between Median Avenue and North Grand Avenue.

10. **Amended Agreement with Sierra Management**
Re: Considering approval of an amended agreement with Sierra Management for the purpose of indemnifying the contractor from any liability arising out of the City’s maintenance of the fleet.

11. **Consolidated Waste Management Authority Membership Agreement Payment**
Re: Considering authorization of payment to Consolidated Waste Management Authority for the City’s membership contribution for 2009/2010 in the amount of $52,071.

12. **Approval of Lease Agreement with City of Lindsay for Lindsay Animal Shelter**
Re: Considering approval of a Lease Agreement with the City of Lindsay for use of their animal shelter at a cost of $1.00 per year for the purpose of providing the City’s Animal Control Unit with additional kennel space.

13. **Visalia’s Haz Mat Program**
Re: Informational report regarding funding for the City of Visalia’s Haz Mat Team.

14. **Rescind Resolution 2-2009 and Adopt a Revised Resolution Establishing a Repayment Schedule from the Farming Operation to the General Fund for Costs Incurred in the Replacement of the Porterville Municipal Airport Kit Fox Preserve**
Re: Considering approval of a draft resolution rescinding Resolution 2-2009, and approval of a draft resolution establishing a Repayment Schedule from the Farming Operation to the General Fund for costs incurred in the replacement of the Porterville Municipal Airport Kit Fox Preserve.

15. **Resolution for Funding from the California RELEAF American Recovery and Reinvestment Act Grant Program**
Re: Considering adoption of a resolution authorizing the submittal of an application for American Recovery and Reinvestment Act funding for tree projects and urban forestry programs.

16. **Renewal of Personnel Examining Services Agreement Between the City of Porterville and Cooperative Personnel Services**
Re: Considering approval of a resolution authorizing the renewal of the Test Security Agreement with Cooperative Personnel Services for test services utilized in the City's recruitment process.
17. **Appointment to the Uniform Housing & California Building Code Appeals Board**  
   Re: Considering appointment of candidates as the City of Porterville’s Uniform Housing and California Building Code Appeals Board for a term of 5 years beginning October 12, 2009.

18. **Approval for Community Civic Event – Central California Family Crisis Center’s Annual Candlelight Vigil for Domestic Violence – October 15, 2009**  
   Re: Considering approval of an annual Civic Event consisting of a candlelight vigil at Centennial Plaza on Thursday, October 15, 2009, from 4:30 p.m. to 8:30 p.m.

19. **Approval for Community Civic Event – Mariachi Academy Foundation and the Time Marches on Committee – Fabulous Music Jam III – November 7, 2009**  
   Re: Considering approval of a Civic Event consisting of an entertainment and music fundraiser at the Centennial Plaza on Saturday, November 7, 2009, from 10:00 a.m. to 9:00 p.m., on Main Street from Morton Avenue to Putnam Avenue.

20. **Approval for Community Civic Event – Veterans’ Homecoming Committee – Veterans’ Day Parade – November 11, 2009**  
   Re: Considering approval of an annual Civic Event consisting of a parade on Wednesday, November 11, 2009, from 5:00 a.m. to 12:00 p.m., on Main Street from Danner Avenue to Orange Avenue.

21. **Approval for Community Civic Event – City of Porterville’s Parks & Leisure Services – Annual Veterans’ Day Run – November 11, 2009**  
   Re: Considering approval of an annual Civic Event consisting of a 5K-run/walk and 10K-run/walk on Wednesday, November 11, 2009, from 5:00 a.m. to 10:00 a.m.

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

**PUBLIC HEARINGS**

22. **Precise Alignment of Mathew Street Between Castle Avenue and North Grand Avenue**  
   Re: Considering the adoption of a precise alignment for Mathew Street between Castle Avenue and North Grand Avenue.

**SCHEDULED MATTERS**

23. **Lighting Maintenance Districts Consolidation**  
   Re: Considering the consolidation of lighting-only maintenance districts as a cost saving measure.

24. **Council Member Requested Agenda Item – Commercial Truck Parking Re-Visited**  
   Re: Informational report regarding commercial truck parking within City limits.

**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 October 20, 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.
CITY COUNCIL MINUTES
PORTERVILLE, CALIFORNIA
JULY 21, 2009, 6:00 P.M.

Call to Order at 6:00 p.m.
Roll Call: Council Member Pedro Martinez, Council Member Hamilton, Council Member Felipe Martinez, Vice Mayor Ward, Mayor McCracken

ORAL COMMUNICATIONS
None

CLOSED SESSION:
A. Closed Session Pursuant to:
   4- Government Code Section 54956.9(a) – Conference with Legal Counsel – Existing Litigation – Schnars v. City of Porterville, Tulare County Superior Court Case No. 09-233408.
   5- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – One Case
   6- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Two Cases

7:00 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION
Deputy City Attorney Nancy Jenner reported that no action had been taken.

Pledge of Allegiance Led by Council Member Cameron Hamilton
Invocation – a moment of silence was observed.

PRESENTATIONS
Southern California Edison’s State of the Utility System – presented by Calvin Rossi, Regional Manager for Public Affairs.

ORAL COMMUNICATIONS
- Lloyd Winter, 1075 W. Roby, distributed Senior Council budgetary information to
the City Council, and requested the City’s assistance in the continuation of the Senior Center’s lease and operation.

- Vanya Maldonado, spoke of the importance of a spay/neuter program for animal control, and suggested that the City consider either a permanent animal clinic with the animal shelter, or contracting with a local veterinarian to provide spay/neuter services.

**CONSENT CALENDAR**

Item No. 10 was removed for further discussion.

1. **CITY COUNCIL MINUTES OF MARCH 3, 2009**

   Recommendation: That the City Council approve the Minutes of March 3, 2009.

   Documentation: M.O. 01-072109
   Disposition: Approved

2. **CLAIM – BLANCA HERNANDEZ**

   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. 02-072109
   Disposition: Approved

3. **CLAIM – ACAPULCO CAR WASH**

   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. 03-072109
   Disposition: Approved

4. **AUTHORIZATION TO AUGMENT CXT PURCHASE ORDER AMOUNT AND ACCEPTANCE OF PROJECT – MURRY PARK RESTROOM BUILDING IMPROVEMENTS**

   Recommendation: That City Council:
   1. Authorize the City to increase the purchase order total with CXT, Inc. for the Murry Park Restroom project by $2,921.72 to cover the sales tax changes;
   2. Send the final payment to CXT to closeout the contract; and
   3. Accept the project as complete.
5. AUTHORIZATION TO REJECT BID AND RE-ADVERTISE – CNG PICKUP TRUCKS

Recommendation: That the Council reject the sole bid for the six (6) one-half ton full-size pickup trucks with CNG conversion and authorize staff to re-bid the equipment when the 2010 models are available.

Documentation: M.O. 05-072109
Disposition: Approved

6. AWARD OF SERVICE AGREEMENT - ASPHALT PAVEMENT AND RECYCLING TECHNOLOGIES (APART), INC.

Recommendation: That the City Council
1. Approve a “not to exceed” $20,000 contract with APART, Inc.;
2. Authorize the Mayor to sign the Service Agreement; and
3. Authorize the City Engineer to approve additional work, not to exceed $20,000, for work that may become necessary to appropriately prepare CIPR bidding documents and CIPR design modifications.

Documentation: M.O. 06-072109
Disposition: Approved

7. AMENDMENT TO TRAFFIC RESOLUTION NO. 10-2001 – INTERSECTION SAFETY IMPROVEMENT – INTERSECTION SAFETY IMPROVEMENT – DESIGNATION OF NEWCOMB STREET AND SCRANTON AVENUE AS A 4-WAY STOP INTERSECTION

Recommendation: That City Council:
1. Pass a resolution amending Traffic Resolution No. 10-2001, designating Newcomb Street and Scranton Avenue as a 4-way stop intersection;
2. Authorize the City Engineer to notify the public, by any effective means, of the application of traffic control device, namely a 4-way stop, at the intersection of Newcomb Street and Scranton Avenue; and
3. Authorize the City Engineer to install traffic control devices, namely 4-way stop signs, at the intersection of Newcomb Street and Scranton Avenue.

Documentation: Resolution No. 69-2009
Disposition: Approved
8. AIRPORT LEASE RENEWAL – LOT 36

Recommendation: That the Council approve the extension of the Lease Agreement between the City of Porterville and Mr. Robert Nicolas of Porterville, CA, for Lot 36 at the Porterville Municipal Airport.

Documentation: M.O. 07-072109
Disposition: Approved

9. ROYAL OAKS VESTING SUBDIVISION MAP EXTENSION OF TIME

Recommendation: That the City Council adopt the draft resolution approving a 36 month extension of time for the Royal Oaks Vesting Subdivision Map.

Documentation: Resolution No. 70-2009
Disposition: Approved

11. RESCHEDULING OF PUBLIC HEARING – LANDSCAPE AND LIGHTING DISTRICTS ANNUAL ASSESSMENTS

Recommendation: That the City Council reschedule the public hearing on Landscape and Lighting Districts Annual Assessment to the meeting of August 4, 2009 at 7:00 p.m.

Documentation: M.O. 08-072109
Disposition: Approved

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council approve Item Nos. 1 through 9 and 11. The motion carried unanimously.

10. UPDATE STATUS – FAIRWAY TRACT WATER CONNECTION PROJECT

Recommendation: That the City Council:

1. Affirm its decision to continue with advertisement for construction of Fairway Tract Water Main Project;
2. Execute an annexation agreement with affected parties describing all pertinent issues and responsibilities regarding these pertinent issues; and
3. Direct the Public Works Director to bring this matter before the City Council for award of construction contract with bids have been received and the Memorandum of Understanding has been executed.

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request.
A discussion then ensued regarding the question of state funding and how similar situations were handled in other cities.

At the Council’s request, Jessie Snyder of Self Help Enterprises in Visalia summarized the situation. She also indicated that the residents of Fairway Tract were very appreciative of the emergency water they received in March.

**COUNCIL ACTION:** MOVED by Council Member Hamilton, SECONDED by Council Member Felipe Martinez that the City Council affirm its decision to continue with advertisement for construction of Fairway Tract Water Main Project; execute an annexation agreement with affected parties describing all pertinent issues and responsibilities regarding these pertinent issues; and direct the Public Works Director to bring this matter before the City Council for award of construction contract with bids have been received and the Memorandum of Understanding has been executed. The motion carried unanimously.

Disposition:  Approved

**SCHEDULED MATTERS**

12. AUTHORIZE SUBMISSION OF AN ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT FOR CITY FACILITY IMPROVEMENT MEASURES AND NEGOTIATION OF A PERFORMANCE CONTRACT WITH JOHNSON CONTROLS, INC. FOR THE PROJECT IMPLEMENTATION

Recommendation: That the City Council:

1. Authorize negotiation of a performance contract with Johnson Controls, Inc. for facility energy efficiency improvement measures;
2. Authorize the submission of an Energy Efficiency & Conservation Block Grant in the amount of $496,000 for lighting and plumbing retrofits and improvements at City facilities to be applied towards the Johnson Controls, Inc. projects, and
3. Direct that a budget amendment be prepared that will allocate funds as a loan from the Building Construction Fund to this project along with establishment and funding of a Facilities Maintenance & Replacement Fund from utility savings resulting from the implementation of the above.

City Manager Lollis introduced the item, and Parks and Leisure Services Director Jim Perrine presented the staff report.

A discussion ensued with regard to the reduced fiscal costs, and the use of staff for the retrofit projects.
COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council authorize negotiation of a performance contract with Johnson Controls, Inc. for facility energy efficiency improvement measures; authorize the submission of an Energy Efficiency & Conservation Block Grant in the amount of $496,000 for lighting and plumbing retrofits and improvements at City facilities to be applied towards the Johnson Controls, Inc. projects; and direct that a budget amendment be prepared that will allocate funds as a loan from the Building Construction Fund to this project along with establishment and funding of a Facilities Maintenance & Replacement Fund from utility savings resulting from the implementation of the above. The motion carried unanimously.

Disposition: Approved

13. PROPOSED CITY ORDINANCE REGARDING MAINTENANCE AND SAFETY OF RAILROAD CROSSINGS

Recommendation: That the City Council consider the Draft Ordinance and provide additional direction or give first reading to the Ordinance, reading by title only and waiving further readings thereof.

City Manager Lollis introduced the item, and Deputy City Attorney Nancy Jenner presented the staff report.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council give first reading to the Ordinance being, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING SECTION 20-0.5 TO CHAPTER 20, ARTICLE 1, 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, reading by title only and waiving further readings thereof. The motion carried unanimously.

The City Manager read the ordinance by title only.

Disposition: Approved

14. COUNCIL MEMBER REQUEST – DISCUSSION AND CONSIDERATION OF WAYS TO IMPROVE COMMUNICATIONS WITH OTHER PUBLIC AGENCIES

Recommendation: None.

City Manager Lollis introduced the item and introduced the staff report.
Council Member Pedro Martinez suggested the scheduling of quarterly meetings between the city, county, and school district staff to improve communication regarding changes in services in Porterville.

**COUNCIL ACTION:** MOVED by Council Member Hamilton, SECONDED by Council Member Felipe Martinez that the City Council authorize the scheduling of quarterly meetings, to be attended by Council Member Pedro Martinez and another Council Member, appropriate city staff, and county or school district staff, as applicable, regarding changes to services in Porterville. The motion carried unanimously.

Disposition: Approved

The Council took a brief recess.

**CONSIDERATION OF COUNCIL TO ADD EMERGENCY ITEM ONTO AGENDA**

City Manager Lollis indicated that information regarding the Fairway Tract’s water system had been presented to staff, and it was being requested that the Council consider adding an emergency item onto the agenda for consideration pursuant to Government Code 54955.5.

**COUNCIL ACTION:** MOVED by Council Member Felipe Martinez, SECONDED by Council Member Hamilton that the City Council authorize the addition of an emergency item to the agenda. The motion carried unanimously.

Disposition: Approved

**ADDED ITEM: REQUEST TO AUTHORIZE TEMPORARY EMERGENCY CONNECTION BY FAIRWAY TRACT TO CITY WATER SYSTEM**

Recommendation: Request that the Council approve authorizing the Public Works Director to connect Fairway Tract to City Water on an emergency basis in the event Fairway Tract’s water well or pump fail.

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

**COUNCIL ACTION:** MOVED to Council Member Felipe Martinez, SECONDED by Vice Mayor Ward that the City Council authorize the Public Works Director to connect Fairway Tract to City Water on an emergency basis in the event Fairway Tract’s water well or pump fail. The motion carried unanimously.

Disposition: Approved
15. COUNCIL MEMBER REQUEST – CONSIDERATION OF RESOLUTION IN OPPOSITION TO SB 54

Recommendation: None.

City Manager Lollis introduced the item, and Council Member Hamilton indicated that it was his request that the Council adopt a resolution or a strong letter of opposition to Senate Bill 54.

Mayor McCracken opened up the item to public comment.

City Manager Lollis noted for the record that written comments had been received from Sarah E. Villicana opposing the proposed action.

- Dennis Townsend, 633 N. Westwood, spoke in favor of Proposition 8 and thanked the Council for opposing SB 54.
- John Skinner, 950 N. Plano, voiced support for a resolution opposing SB 54 and agreed with Townsend’s comments.
- Greg Shelton, 888 N. Williford, spoke in favor of a resolution opposing SB 54; and spoke of his disagreement with the actions of Proposition 8 opponents.
- Roland Davis, Springville resident, spoke in favor of a resolution opposing SB 54.
- Brock Neeley, Porterville resident, opposed the proposed City Council action, and spoke in support of SB 54.
- John Coffee, Porterville resident, requested that the City Council table the issue prior to making a decision, to allow them the opportunity to become better informed of the proposed bill,
- Jessica Mahoney, Terra Bella resident, opposed the proposed City Council action, and read a letter by a child with two mothers.
- Joan Plumber, Visalia resident, opposed City Council proposed action, and spoke in favor of equal rights for all.
- Ivan Ball, 18629 Ave 168, spoke against the proposed Council action, and stated that it was not necessary for the Council to take action.
- Dr. Catherine Hall, Lindsay resident, spoke against the proposed City Council action; addressed concerns regarding sexually transmitted diseases; and distributed written communication to the City Council.
- Carla (last name inaudible), 384 N. Hockett, spoke against the proposed City Council action.
- Name inaudible, 1500 N. Prospect, voiced concern with the proposed resolution, and stated that
the Council should speak for all residents of the community.

- Lisa Strong, Visalia resident, spoke about the proposed senate bill, and in opposition to the proposed resolution.

- Jamie Garza, Porterville resident, spoke in favor of SB 54, and read a statement from Kent Lobinski about growing up and living gay in Porterville.

- Dick Eckhoff, 197 N. Main, stated that the City Council should not address the issue, and spoke in favor of SB 54.

- Joan Velasquez, 18650 Road 236, requested that the City Council not pass a resolution opposing SB 54.

Council Member Hamilton addressed public comments and indicated that the issue was not an attack on homosexuality, but against a legislator trying to usurp the vote of the people.

Council Member Felipe Martinez stated that he would not be in favor of a resolution in opposition of SB 54, and noted that each council member had the authority to write letters in support or opposition of different issues.

Council Member Pedro Martinez expressed concern with becoming an activist Council, and urged the members of the community to convey their stance on the senate bill to their legislators.

Vice Mayor Ward stated that he felt the Council was justified in their previous action in opposition of Proposition 8 due to other city council’s doing the same.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council authorize Council Member Hamilton to draft a resolution/proclamation/letter of opposition to SB 54 for the Council’s consideration at a future meeting.

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

Deputy City Attorney Jenner indicated that an abstention without a conflict of interest was considered a yes vote.

Disposition: Approved

16. COUNCIL MEMBER REQUEST – CONSIDERATION OF EXPANDED FAMILY HOURS AT THE CITY POOL

Recommendation: Provide appropriate direction to staff
City Manager Lollis introduced the item, and Parks and Leisure Services Director Perrine presented the staff report.

Leisure Services Superintendant Donnie Moore addressed Council questions regarding lifeguard availability and the hours that the pool was available for rental and family swim times.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Council Member Hamilton that the City Council direct staff to increase family swim time to 7:00 p.m. to 10:00 p.m.; look into the possibility of expanding party rental times; report to the Council; and bring lifeguards to the Council at season’s end for recognition.

Disposition: Approved

The Council adjourned at 9:27 p.m. to a Joint Meeting of the City Council and the Porterville Redevelopment Agency.

JOINT CITY COUNCIL/PORTERVILLE REDEVELOPMENT AGENCY MINUTES
July 21, 2009

Roll Call: Agency Member Hamilton, Agency Member P. Martinez, Agency Member F. Martinez, Vice Chair Ward, Chair McCracken

WRITTEN COMMUNICATIONS
None

ORAL COMMUNICATIONS
None

SCHEDULED MATTERS
PRA-1. ACCEPTANCE OF PROJECT – HOCKETT/MILL/OAK PARKING LOT RECONSTRUCTION

Recommendation: That the Porterville Redevelopment Agency:
1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

That the Porterville City Council:
1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.
City Manager/Secretary Lollis introduced the item, and the staff report was waived at the Council/Agency’s request.

Mayor/Chair McCracken recused himself due to his business being located within the redevelopment area and exited the Council Chambers.

**AGENCY ACTION:** MOVED by Agency Member Hamilton, SECONDED by Agency Member Pedro Martinez that the Redevelopment Agency accept the project as complete; authorize the filing of the Notice of Completion; and authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

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

**COUNCIL ACTION:** MOVED by Council Member Hamilton, SECONDED by Council Member Pedro Martinez that the City Council accept the project as complete; authorize the filing of the Notice of Completion; and authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

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

Disposition: Approved

The Joint Meeting of the City Council and the Porterville Redevelopment Agency adjourned at 9:30 p.m. to a meeting of the Porterville City Council.

**ORAL COMMUNICATIONS**
- Jamie Garza, Porterville resident, spoke in response to comments made regarding the efforts of Proposition 8 opponents regarding video posted on the Porterville Recorder website; and of contact made with Council Member Ward’s employer regarding his stance on Proposition 8.
- Jessica Mahoney, a Terra Bella resident, inquired where Council Member Ward obtained his statistical information, and as to Council Member Hamilton’s affiliation with Proposition 8 proponent organizations.
- An unidentified individual provided the City Council with information regarding the Mormon Church.
- Greg Shelton, address on record, addressed public comments made during
consideration of Item 15, and commented on negative ways in which opponents to Proposition 8 have handled themselves.

- Dennis Townsend, address on record, rebutted commentary and urged the Council to take action regarding SB 54 without delay.
- An unidentified individual, voiced concern with the poor condition of Main Street north of Henderson Avenue.

At the Mayor’s request, City Manager Lollis noted that the City was anticipating a loss of $850,000 in street maintenance funds this fiscal year, and a loss of $640,000 in funds next fiscal year.

- Name inaudible, psychologist at Porterville Developmental Center, commended the City Council for having the courage to discuss SB 54.

OTHER MATTERS

- Council Member Pedro Martinez confirmed that Movies in the Park and the Dive-In Theater would begin this week.
- Council Member Ward spoke of his recent trip to St. George, Utah, and of desert landscaping that might be ideal for the Landscape & Lighting Maintenance Districts.
- Council Member Felipe Martinez made mention of the City of Merced’s efforts with regard to water conservation and their use of children to spread the message.

CLOSED SESSION

The Council recessed for 10 minutes at 9:45 p.m. and reconvened in Closed Session.

The Council reconvened Open Session at 10:14 p.m. during which time it was reported that no action had been taken in Closed Session.

ADJOURNMENT

The Council adjourned at 10:15 p.m. to the meeting of July 28, 2009 at 6:00 p.m.

Luisa Herrera, Deputy City Clerk

SEAL

Pete V. McCracken, Mayor
Called to Order at 6:00 p.m.
Roll Call: Council Member Hamilton, Council Member Pedro Martinez (arrived at 6:15 p.m.), Council Member Felipe Martinez, Vice Mayor Ward (arrived at 8:39 p.m.), Mayor McCracken

ORAL COMMUNICATIONS
None

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

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 Eagle Scout Timothy Hathaway
Invocation – one individual participated.

PROCLAMATIONS
   Eagle Scout – Timothy Hathaway
   Tule River Tribe Pow Wow Days – September 18-20, 2009
   Filipino-American Cultural Week – September 19-26, 2009
ORAL COMMUNICATIONS

- John Coffee, Porterville resident, requested that the Council consider increasing the radius of interested relative to Conditional Use Permits.
- Don Erickson, President of Kiwanis Club, spoke in favor of the current firework lottery process, and suggested that the dates allowed for the discharge of fireworks coincide with the dates allowed for sale of fireworks.
- Donnette Carter, Chamber of Commerce, extended an invitation to the Business Showcase on September 22nd, and indicated that she did not support a change in the firework lottery system because it is a good, fair, system.
- Dick Eckhoff, 197 N. Main, spoke in opposition to a change in the firework lottery system.
- Brock Neeley, Porterville resident, expressed concern regarding the condition of the curb and sidewalk area on the west side of Newcomb between Westfield Street and Henderson Avenue.
- Robert Roman, Time Marches On Committee, spoke in support of Item 12 and made himself available for questions.
- Teresa Jackson, 1469 N. Prospect, representing the Porterville Church of God, spoke about the fairness of the current firework lottery system, and against a change in the system.
- Dennis Townsend, 633 N. Westwood Street, Chamber of Commerce, spoke in support of the current firework lottery system, and lauded the efforts of the Time Marches On Committee.
- An unidentified individual spoke in favor of the current lottery system.
- Glen Faison, Editor of the Porterville Recorder, 115 E. Oak Avenue, thanked the City Council and city staff for always being responsive to requests for information.

CONSENT CALENDAR

1. CITY COUNCIL MINUTES OF SEPTEMBER 1, 2009

Recommendation: That the City Council accept the Minutes of September 1, 2009.

Documentation: M.O. 01-091509
Disposition: Approved

2. CLAIM – TERRI MCCOLLUM

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. 02-091509
Disposition: Approved

3. AUTHORIZATION TO ADVERTISE FOR BIDS – OHV (OFF HIGHWAY VEHICLE) PARK IMPROVEMENT PROJECT

Recommendation: That City Council:
1) Approve staff’s recommended plans and project manual; and
2) Authorize staff to advertise for project bids.

Documentation: M.O. 03-091509
Disposition: Approved

4. AUTHORIZATION TO ADVERTISE FOR BIDS - PROSPECT STREET RECONSTRUCTION AND CONCRETE IMPROVEMENTS PROJECT

Recommendation: That the City Council:
1) Approve staff’s recommended plans and project manual; and
2) Authorize staff to advertise for project bids.

Documentation: M.O. 04-091509
Disposition: Approved

5. AWARD OF CONTRACT - MICRO-SURFACING PROJECT

Recommendations: That the City Council:
1) Award the Micro Surfacing Project to Bond Blacktop, Inc. in the amount of $443,076.42;
2) Authorize progress payments up to 90% of the contract amount; and
3) Authorize a 10% contingency to cover unforeseen construction costs.

Documentation: M.O. 05-091509
Disposition: Approved

6. ACCEPTANCE OF PROJECT - TRANSIT MAINTENANCE & CNG FUELING FACILITY PROJECT

Recommendations: That City Council:
1) Accept the project as complete; and
2) Authorize the filing of the Notice of Completion.

Documentation: M.O. 06-091509
Disposition: Approved

7. TULARE COUNTY HEALTH DEPARTMENT FLU SHOT CLINIC

Recommendation: For information only.

Documentation: M.O. 07-091509
Disposition: Approved
8. APPROVAL OF MEASURE ‘R’ PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

Recommendations: That the City Council:

1) Approve the draft Resolution in support of the Program Supplement to Cooperative Agreement for the reimbursement of Route 8 implementation expenses;
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 execution.

Documentation: Resolution No. 82-2009
Disposition: M.O. 08-091509

9. STATE DEPARTMENT OF FINANCE – POPULATION AND HOUSING ESTIMATES

Recommendation: That the City Council authorize the Mayor to sign a request for Stat certification for the City of Porterville, January 1, 2009, population of 52,056.

Documentation: M.O. 09-091509
Disposition: Approved

10. CONDITIONAL USE PERMIT 6-2008 (VILLA SIENA) EXTENSION OF TIME

Recommendation: That the City Council adopt the draft resolution approving an extension of time for Conditional Use Permit 6-2008 that is tied to the timeframe outlined in the approved Affordable Housing Agreement.

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

Documentation: M.O. 14-091509
Disposition: Failed

11. INITIATE PROCESS FOR LIBRARY BOARD OF TRUSTEES AND PARKS AND LEISURE SERVICES COMMISSION APPOINTMENTS

Recommendation: Announce the two pending Library Board of Trustees three-year positions, one pending Library Board of Trustees one-year positions, the four pending Parks & Leisure Services Commission four-year positions, and the one pending Parks & Leisure Services Commission two-year positions. Direct
11. ANNOUNCEMENT OF STAFF MEETING

Documentation: M.O. 10-091509
Disposition: Approved

12. AUTHORIZE THE TIME MARCHES ON COMMITTEE TO OBTAIN SPONSORS AND INSTALL BENCHES IN CENTENNIAL PLAZA

Recommendation: Authorize the Time Marches On Committee to obtain sponsors and install benches in Centennial Plaza.

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

Disposition: Approved

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Pedro Martinez that the City Council accept Item Nos. 1 through 12.

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

PUBLIC HEARINGS

13. 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

Recommendation: That the City Council adopt the draft resolution approving Conditional Use Permit No. 2-2009 subject to conditions of approval.

City Manager John Lollis introduced the item, and Associate Planner Jose Ortiz presented the staff report.

The hearing was opened to the public at 7:38 p.m.

- Dennis Townsend, address on record, spoke in favor of the item and thanked staff for a great job.
- Dale Seaman, 1966 Pamela, expressed his appreciation for the work of city staff and the opportunity to have the item considered.
George Davis, thanked the City Council and the Planning staff for their work and assistance in moving the item forward; and spoke of the need for additional space.

John Coffee, expressed concerns with modular buildings, particularly with maintenance, loud air conditioning units; and spoke of the need for dust control on the property.

The public hearing closed at 7:43 p.m.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Pedro Martinez that the City Council adopt the draft resolution approving Conditional Use Permit No. 2-2009 subject to conditions of approval.

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

Disposition: Approved

City Attorney Julia Lew noted for the record that Consent Calendar Item No. 10 failed to pass due to there being two abstentions and one absence, and indicated that the item would have to be brought back at the next City Council meeting.

SCHEDULED MATTERS
14. COUNCIL PRIORITY PROJECT UPDATE

Recommendation: None – Information only.

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

Disposition: No action required.

15. ACCEPT THE INTRODUCTORY REPORT FOR A ZALUD HOUSE MASTER PLAN AND AUTHORIZE ACTIVITIES THAT WILL PROVIDE FOR FUTURE CONSIDERATION OF MASTER PLAN ADOPTION AND IMPLEMENTATION OF PROJECTS

Recommendation: That the City Council accept the Introductory Report for the Zalud House Master Plan, including the proposed findings and recommendations, and authorize activities that will provide for future consideration of Master Plan adoption and implementation of projects.

City Manager Lollis introduced the item, and Parks and Leisure Services Director Jim Perrine presented the staff report.
Council Member Pedro Martinez inquired about Zalud House rental fees. Mr. Perrine indicated that the current fee was $250 for up to three hours. A discussion ensued with regard to the rental fees and it was suggested that fees be lowered to increase use of the facility. The Council directed staff to bring back an item for consideration regarding rental fees.

**COUNCIL ACTION:** MOVED by Mayor McCracken, SECONDED by Council Member Felipe Martinez that the City Council accept the Introductory Report for the Zalud House Master Plan, including the proposed findings and recommendations, and authorize activities that will provide for future consideration of Master Plan adoption and implementation of projects; and direct staff to bring back an item for consideration regarding rental fees.

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

Disposition: Approved

16. **STATUS OF ENERGY CONSERVATION PERFORMANCE CONTRACT PREPARATIONS WITH JOHNSON CONTROLS, INC.**

Recommendation: That the City Council receive that status report on the efforts to prepare Energy Conservation Performance Contract with Johnson Controls, Inc.

City Manager Lollis introduced the item, and Parks and Leisure Services Director Perrine presented a brief staff report.

Disposition: No action required.

17. **COUNCIL MEMBER REQUESTED ITEM – RECAP OF PREVIOUS THREE YEARS OF SAFE AND SANE FIREWORKS LOTTERY**

Recommendation: None.

City Manager Lollis introduced the item, and Battalion Chief Loran Blasdell presented the staff report. During the staff report he noted that the Chamber of Commerce was inadvertently omitted from the list.

Council Member Felipe Martinez indicated that his request to consider the item stemmed from concerns that had been conveyed to him by constituents. He added that the discussion of the item had proven the current lottery system to be fair and had dispelled arguments against the lottery.

Council Member Hamilton spoke in support of the current lottery system.

Battalion Chief Blasdell voiced concerns regarding the permitted dates for discharging
fireworks, stating that the fire department did not have the manpower to enforce it. Fire Chief Mario Garcia spoke about the difference in discharge dates among the different jurisdictions.

The Council directed staff to bring back the Ordinance to review discharge dates and fines.

Council Member Pedro Martinez indicated that he would like to see the booth locations subject to a lottery system as well, and a discussion ensued with regard to the manner in which vendors secure booth locations. City Attorney Lew advised that the Council could amend the fireworks ordinance to include fixed sites.

The Council directed staff to incorporate site selection in the Council’s review of the ordinance.

At 8:39 p.m., Vice Mayor Ward arrived and joined the Council at the dais.

Disposition: Staff direction given.

The City Council adjourned at 8:40 p.m. to a meeting of the Porterville Public Improvement Corporation.

**PORTERVILLE PUBLIC IMPROVEMENT CORPORATION**

Roll Call: Director Hamilton, Director Pedro Martinez, Director Felipe Martinez, Vice President Ward, President McCracken

**WRITTEN COMMUNICATIONS**

**ORAL COMMUNICATIONS**
None

**PUBLIC IMPROVEMENT SCHEDULED MATTER**

**PIC-1. ANNUAL MEETING OF THE PORTERVILLE PUBLIC IMPROVEMENT CORPORATION**

Recommendation: That the City Council, sitting as the Porterville Public Improvement Corporation:

1) Approve the election of officers as indicated in the attached draft resolutions;
2) accept public comment; and
3) Approve the 2009 Status Report for Certificates of Participation Projects.

Executive Secretary Lollis introduced the item, and Public Works Director Baldo Rodriguez presented the staff report.

**CORPORATION ACTION:**

**PIC 2009-02**

MOVED by Director Hamilton, SECONDED by Director Felipe Martinez that the City Council, sitting as the Porterville Public Improvement Corporation, approve the election of officers as
indicated in the draft resolution; and approve the 2009 Status Report for Certificates of Participation Projects. The motion carried unanimously.

Disposition: Approved

The Porterville Public Improvement Corporation meeting adjourned at 8:44 p.m. to a meeting of the Porterville City Council.

Council Member Felipe Martinez inquired about the reconsideration of Item No. 10, and City Attorney Lew advised that the Council could reconsider the item at that time.

Mayor McCracken and Council Member Felipe Martinez abstained due to previously disclosed conflicts of interest.

COUNCIL ACTION: MOVED by Council Member Pedro Martinez, SECONDED by Vice Mayor Ward that the City Council reconsider Item No. 10, Conditional Use Permit 6-2008 (Villa Siena) Extension of Time.

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

Disposition: Approved

10. CONDITIONAL USE PERMIT 6-2008 (VILLA SIENA) EXTENSION OF TIME

Recommendation: That the City Council adopt the draft resolution approving an extension of time for Conditional Use Permit 6-2008 that is tied to the timeframe outlined in the approved Affordable Housing Agreement.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council adopt the draft resolution approving an extension of time for Conditional Use Permit 6-2008 that is tied to the timeframe outlined in the approved Affordable Housing Agreement.

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

Disposition: Approved

ORAL COMMUNICATIONS
• John Coffee, Porterville resident, spoke regarding Item 17, and expressed concern with the close
proximity of firework booths.

- Don Erickson, Lindsay resident, suggested that the Council limit the permitted fireworks discharge dates to July 1 to July 4.
- Donnette Carter, spoke regarding Item 17, noting that there had not been a wrap-up meeting this year to address questions and concerns, and lauded the Police Department for the involvement in a recent drug bust.
- Dick Eckhoff, address on record, expressed his concern regarding the lack of marketing of the Zalud House, and spoke in opposition of changes to the Firework Ordinance.
- Greg Shelton, 888 N. Williford Drive, questioned the Zalud House Master Plan, stating that the City will most likely continue to lose money.

OTHER MATTERS

- Council Member Hamilton, thanked Sierra View for their September 11th remembrance event, and thanked the Police and Fire Departments for their recent efforts.
- Council Member Felipe Martinez indicated that he will have an AB123 report at the next meeting.
- Vice Mayor Ward thanked Mr. Neeley for promoting Suicide Prevention Week, and thanked Sierra View, and the Police and Fire Departments for their recent efforts.
- Mayor McCracken provided a mosquito abatement survey update.
- Council Member Hamilton provided an update on the medical condition, stating that of former Supervisor Jim Maples and requested that he be kept in everyone’s prayers.
- Council Member Pedro Martinez requested that the Mayor authorize flying the City flag at half mast for Mr. Maples in the event of his passing.

ADJOURNMENT

The City Council meeting adjourned at 9:01 p.m. to the meeting of October 6, 2009 at 6:00 p.m.

_____________________________
Luisa Herrera, Deputy City Clerk

_____________________________
Pete V. McCracken, Mayor
PORTERVILLE CITY COUNCIL
ADJOURNED MEETING MINUTES
LA BARCA CONFERENCE ROOM, CITY HALL
291 NORTH MAIN STREET, PORTERVILLE
SEPTEMBER 29, 2009, 5:30 P.M.

Call to Order at 6:00 p.m.
Roll Call: Council Member Hamilton, Council Member Felipe Martinez, Mayor McCracken
Absent: Council Member Pedro Martinez, Vice Mayor Ward

ORAL COMMUNICATIONS
None

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

6:00 P.M. RECONVENE OPEN SESSION
REPORT ON ANY CITY COUNCIL ACTION TAKEN IN CLOSED SESSION
   It was reported that no Council action had taken place during Closed Session.

Pledge of Allegiance Led by Mayor Pete V. McCracken
Invocation – one individual participated.

ORAL COMMUNICATIONS
None

CONSENT CALENDAR
1. APPROVE ENERGY CONSERVATION PERFORMANCE CONTRACT WITH
   JOHNSON CONTROLS, INC.

   Recommendation: That the City Council approve an Energy Conservation Performance Contract
   with Johnson Controls, Inc., and authorize and direct the Mayor to sign same.

   City Manager Lollis presented the item and the staff report.

COUNCIL ACTION:
   MOVED by Council Member Hamilton, SECONDED by Council Member Felipe Martinez that the Council approve an Energy
   Conservation Performance Contract with Johnson Controls, Inc., and authorize and direct the Mayor to sign same.

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

Documentation: M.O. 01-092909
Disposition: Approved.
ADJOURNMENT

The Council adjourned at 6:13 p.m. to the meeting of October 6, 2009.

________________________________
Patrice Hildreth, Chief 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.

Santa Fe Elementary School Y.E.S. Program

The Porterville Unified School District has requested an increase in staffing for the Santa Fe Elementary School Y.E.S. Program due to high enrollment and low teacher staff participation at the school. The Parks and Leisure Department projects a budgetary impact of $22,722 which will be fully reimbursed by PUSD.

Shop Upgrade for CNG Facility

Staff is requesting an increase in appropriation for the Shop Upgrade Project in the amount of $49,000 to cover the installation of the heater unit as well as the 10% construction contingency. Funds are available in the Solid Waste Equipment Replacement Fund.

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

ATTACHMENTS: Schedule of Budget Adjustments
Letter from Porterville Unified School District

DIR MB Appropriated/Funded MB C.M. 

Item No. 2
## CITY OF PORTERVILLE
### Budget Adjustments

**Date:** October 6, 2009

<table>
<thead>
<tr>
<th>FUND</th>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>FUNDING SOURCE</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4836.63</td>
<td>1</td>
<td>Y.E.S. Elementary Program Revenue</td>
<td>PUSD Reimbursement</td>
<td>$22,722</td>
</tr>
<tr>
<td>01-5063-02</td>
<td>2</td>
<td>Santa Fe Elementary School Y.E.S. Program Salaries</td>
<td>PUSD Reimbursement</td>
<td>$22,722</td>
</tr>
<tr>
<td>89-9164-88</td>
<td>3</td>
<td>Shop Upgrade for CNG Facility</td>
<td>Solid Waste Equip Repl Fund</td>
<td>$49,000</td>
</tr>
</tbody>
</table>

*Modification No: 3-09/10*
From the desk of ... Gary Ingraham
Director of Curriculum
Porterville Unified Schools - (559) 793-2451

TO: City of Porterville Parks and Leisure Services
    Attention: Dare Queacker

September 8, 2009

This memo is provided at your request to confirm our request for additional program staff
at Santa Fe Elementary site for the 2009-10 school year. At this time, enrollment
warrants five (5) additional recreational workers contracted to PUSD through City of
Porterville. The costs of these workers would be paid upon invoice from the City, as are
other contracted employees currently assigned.

The enrollment at this time supports two of these new workers in primary grades and two
in intermediate classrooms and programs. The fifth worker will be to provide extra
support for special target students such as ELD and intervention students. Each of the
new employees will be a three hour program worker.

Review and consideration of this request will be appreciated as there is an immediate
need because of high enrollment and low teacher staff participation at this site.

Should you have any questions, please do not hesitate to contact me. 793-2451.

Thanks,

Gary Ingraham
Program Administrator

Cc: Lily Hernandez, Program Director
    Brad Rohrbach, Fiscal Compliance
SUBJECT: CLAIM – KENNETH BALDERAMA

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Kenneth Balderama has filed a claim against the City in an amount exceeding $10,000 for post traumatic stress. Claimant alleges said disorder is a result of an accidental discharge from an off-duty Porterville police officer’s gun which caused a bullet to pass through his jeans while he was working in the vicinity of the 900 block of N. Shadowood Court on February 19, 2009.

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

Claimant's name: Kenneth J. Balderama SS#: [Redacted]
Claimant's DOB: [Redacted] Claimant's Telephone #: (559) 359 - 2914
Claimant's Address: 23619 Ave 181 Porterville, CA
Address where notices about claim are to be sent, if different from above: Box 1187 Strathmore, Co 93267

Date of incident/accident: 2-19-09
Date injuries, damages, or losses were discovered: 2-19-09
Location of incident/accident: 900 Blk. of N. Shadowood CT. Porterville

What did entity or employee do to cause this loss, damage, or injury? Accidental Discharge of Firearm
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?
Porterville Police Dept. Nathan Bray

What specific injuries, damages, or losses did claimant receive? Diagnosed with PTSD Post-Traumatic Stress disorder
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

Unknown at this time in excess of $10,000.00

How was this amount calculated (please itemize)? Unknown at this time

Calculation not made yet

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

Date Signed: 7-31-09 Signature: [Signature]

If signed by representative:
Representative's Name: [Redacted] Representative's Telephone: [Redacted]

Address: [Redacted]

Relationship to Claimant: [Redacted]
SUBJECT: NEGOTIATED PURCHASE – SEWER LIFT STATION #9 EQUIPMENT

SOURCE: Public Works Department – Field Services Division

COMMENT: The 2009/2010 annual budget authorized expenditure of $30,000 from Sewer Developer Fees and Sewer Revolving Fees for the replacement of two existing pumps and equipment that have reached their useful life at Lift Station #9. Installed in 1979, Lift Station #9 is a pre-fabricated station built by Smith & Loveless Inc. using their pumps and components. Replacement parts are sole source from Smith & Loveless Inc. as their parts have their own specifications and design.

RECOMMENDATION: That City Council authorize the purchase of equipment from Smith & Loveless Inc. in the amount $28,000.
SUBJECT: AUTHORIZATION TO NEGOTIATE A CONTRACT - ARCHITECTURAL &
ENGINEERING SERVICES FOR THE CITY OF PORTERVILLE 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
design and preparation of plans and project manual for the Animal Shelter
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
four top rated 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 originally estimated consultant fees to range from $75,000 to $85,000.
However, once all parties understood the complete project scope, it became
apparent that the initial figure was inadequate.

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

The project includes several tasks and Taylor-Teter Partnership has agreed to a
fee of $100,000.

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute the Consultant
   Service Agreement with Taylor-Teter Partnership at
   an agreed fee of $100,000 for the services described
   herein; and

3. Authorize progress payments up to 100% of the fee
   amount and authorize a 10% contingency to cover
   unforeseen design efforts.

ATTACHMENTS: Locator Map
   Proposed Service Agreement

P:\PW_AutoCAD\xEngineering\Jason Biagioli\99-9015 Animal Shelter & Dog Park Animal Shelter Authorization to Negotiate a Contract - Design
Services2.doc

Dir Appropriated/Funded MB CM Item No. 5
PROJECT LOCATION MAP
SERVICE AGREEMENT

DATE: October 7, 2009

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Taylor-Teter Partnerships, hereinafter referred to as "CONSULTANT".

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

Project Name: City of Porterville Animal Shelter & Dog Park

Description of Project: Consultant to provide Architectural, Civil Engineering, Landscape Architecture, Structural Engineering, Mechanical Engineering and Electrical Engineering Services for the above referenced project (Refer to Exhibit “A” attached and made a part hereof).

AGREEMENTS:

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

SECTION 1. CONTRACT SERVICES: CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in Exhibit “A”, Scope of Services, in connection with the above described project.
SECTION 2. PAYMENT: In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis, not to exceed One Hundred Thousand Dollars, ($100,000.00) (refer to attached fee schedule)

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

SECTION 3. COMPLETION DATE: The services to be performed by CONSULTANT will be commenced upon execution of this agreement.

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

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

(i) Full liability under worker's compensation laws of the State of California; and
(ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars ($1,000,000) per
occurrence; and

(iii) Errors and Omissions insurance of One Million Dollars ($1,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars ($50,000) or more, the City may require a Surety Bond for the deductible; and

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

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

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

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

SECTION 9. CONFLICT OF INTEREST CODE: CONSULTANT agrees to comply with the regulations of CITY’S “Conflict of Interest Code”. Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

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

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

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

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

CITY OF PORTERVILLE

By__________________________  By__________________________

Pete V. McCraken, Mayor

Date__________________________  Date__________________________

BSR: vs
Exhibit “A” – Scope of Services

For purposes of establishing the Fee and the Scope of Work, we have broken down the project into the following areas:

- **Off Site**
- **On Site & Building**
- **Dog Park**

Additionally, the Fee and Scope of Work has been divided into the “traditional” project delivery Phases, which are as follows:

- **Schematic Design Phase**
- **Design Development Phase**
- **Construction Document Phase**
- **Agency Review and Approval Phase**
- **Bidding Phase**
- **Construction Administration Phase**

Specific Scope of Services within each Phase are as follows:

- **Schematic Design Phase:**
  - **Off Site:** Development of design documents for complete Off Site development and improvements. Preliminary construction cost estimated at $110,000.
  - **On Site & Building:** Development of design documents for “build out” of entire site and Building. Preliminarily construction cost estimated at $1.7 m.
  - **Dog Park:** Development of design documents for “build out” of Dog Park. Preliminary cost included in On Site and Building Cost.

- **Design Development Phase:**
  - **Off Site:** Further development of design documents for complete Off Site development and improvements. Preliminarily construction cost estimated at $110,000.
  - **On Site & Building:** Further development of design documents for “build out” of entire site and Building. Preliminarily construction cost estimated at $1.7 m.
  - **Dog Park:** Further development of design documents for “build out” of Dog Park. Preliminary cost included in On Site and Building Cost.
  - **Construction Cost Estimate:** At this Phase, a Construction Cost Estimate will be prepared that will establish the portion of the On Site and Building work that will fall within the project budget. Approximate Project Budget including Off Site, On Site and Building is $900,000 +/- to $1.0 million.

- **Construction Document Phase:**
  - **Off Site:** Development of construction documents for complete Off Site development and improvements. Preliminarily construction cost estimated at $110,000.
  - **On Site & Building:** Development of construction documents for site work and Building work determined at the Design Development Phase that meets the approximate Project Budget (as noted within the DD Phase above.)
  - **Dog Park:** No Construction Documents will be prepared for the development of the Dog Park. However, utilities and infrastructure will be included in the development of the On Site construction documents that will enable the construction of the Dog Park to be completed by others.

- **Agency Review and Approval Phase:**
  - **Off Site:** Revise construction documents as required to address any Governing Agency review comments.
o **On Site & Building:** Revise construction documents as required to address any Governing Agency review comments related to the site work and Building work.
  o **Dog Park:** No work anticipated or included.

- **Bidding Phase:**
  o **Off Site:** Assist City with any Bidding Phase RFI’s, Pre Bid Meeting and construction document clarifications.
  o **On Site & Building:** Assist City with any Bidding Phase RFI’s, Pre Bid Meeting and construction document clarifications.
  o **Dog Park:** No work anticipated or included.

- **Construction Administration Phase:**
  o **Off Site:** No work anticipated or included.
  o **On Site & Building:** No work anticipated or included.
  o **Dog Park:** No work anticipated or included.

Also included in our Fee and Scope of Work are the following Services:

- **Topographic Survey**
- **Boundary Survey**
- **Record of Survey**
- **Filing Fee for the Record of Survey Filing with the County**
- **Development of the SWPPP**

**Proposed Fee:**
TTP is prepared to provide the above referenced services for a Fixed Fee of $100,000, which will be invoiced monthly based upon the percentage complete for each of the referenced Phases.
SUBJECT: MICRO - SURFACING PROJECT – FAILURE TO EXECUTE CONTRACT

SOURCE: Public Works Department - Engineering Division

COMMENT: On September 15, 2009, City Council awarded the Micro-Surfacing project to Bond Blacktop, Inc. of Union City, California, based on staff’s recommendation. The project is part of the City’s street maintenance program consisting of a durable thin asphalt overlay on several streets within the City. Another important project component is the removal and replacement of badly distressed asphalt concrete, along with the sealing of significant cracks. New pavement markings will be placed once each street receives the thin asphalt overlay. Streets and project limits are as follows:

- Westwood Street – Olive Avenue to Henderson Avenue
- Newcomb Street – Morton Avenue to Henderson Avenue
- Prospect Street – Morton Avenue to Henderson Avenue
- Olive Avenue – Conner Street to Tulsa Avenue (Private Rd.)
- Orange Avenue – Main Street to Plano Street

Bond Blacktop, Inc. has failed to complete execution of contract documents. The project specifications clearly state: “The contract shall be signed by the successful bidder and returned to the Project Manager, together with the contract bonds, insurance certificates, insurance endorsements, etc. within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded.” The Contractor must meet these requirements within 10 days or forfeit the contract. Bond Blacktop, Inc. has not met these requirements.

Staff has communicated with the second lowest responsible bidder, Valley Slurry Seal of West Sacramento. Valley Slurry Seal has given the City assurances they will execute a contract and complete the work. A letter from Valley Slurry Seal stating the same is attached to this staff report.

A second option is for City Council to reject all bids and direct staff to re-bid the project.

The Engineer’s estimate of probable cost for the project is $542,835. The second lowest bid provided is $460,517.90 which is $17,441.48 more than the lowest bid and is 15.2% below the Engineer’s estimate. An additional $46,051.79 is required for the construction contingency (10%) with $23,025.89 required for construction management, quality control and inspection. The total estimated cost associated with the project is $529,595.58.

“Local” Measure ‘R’ tax revenue is the funding source for the project, as approved in the 2009/2010 budget.

Item No. 5a
RECOMMENDATION: That the City Council:

1. Reject the bid received from Bond Blacktop, Inc.;

2. Authorize the Public Works Director to formally notify Bond Blacktop, Inc. of Council's decision to reject their bid;

3. Award the Micro-Surfacing Project to Valley Slurry Seal in the amount of $460,517.90;

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

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

ATTACHMENTS: Letter from Valley Slurry Seal
Locator Maps

P:/pubworks/Engineering/Council Items/Micro-Surfacing Project - Failure to Execute Contract - 2008-10-06.doc
October 1, 2009

City of Porterville
Public Works Department
291 N. Main Street
Porterville, CA 93257

Attention: Michael K. Reed
Deputy Public Works Director/City Engineer

Re: Micro-Surfacing Project #89-9167

Dear Mr. Reed:

As discussed during my telephone conversation earlier today with yourself and Mr. Rodriguez, Valley Slurry Seal Co. would be more than happy to perform the work on the above mentioned project.

Once the contract documents have been executed, it would be our intent to commence the work during the week of October 12th, 2009, and, barring weather, complete the project by October 31st, 2009.

I would like to take this opportunity to thank you for considering Valley Slurry Seal Co. for this project. If you have any questions, please feel free to call.

Respectfully,

[Signature]

Alan S. Berger
Vice President
Valley Slurry Seal Co.
SUBJECT: ACCEPTANCE OF PROJECT – HENDERSON AVENUE RECLAMATION PROJECT (JAYE STREET TO SJVRR)

SOURCE: Public Works Department - Engineering Division

COMMENT: Mitch Brown Construction has completed the Henderson Avenue Reclamation Project from Jaye Street to the SJVRR per plans and specifications. The project consisted of the rehabilitation of Henderson Avenue within the defined project limits by implementing a “Full Depth Reclamation” process. This process is considered a rehabilitation project because most of the existing materials remained at the construction site. The rehabilitated material was used to create a stable base with a new 4" thick asphalt overlay. Also included was minor concrete removal and replacement, fire hydrant installation, water and sewer services where applicable, striping and markings.

City Council authorized expenditure of $541,141.52 for construction. Final construction cost is $540,459.66. Funding is from State Transportation Improvement Program (STIP) and Local Transportation Funds.

Mitch Brown Construction requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;

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

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

ATTACHMENT: Locator Map

P:\pubworks\Engineering\Council Items\Acceptance of Project - Henderson Avenue Reclamation Project - 2009-10-6.doc

Dir  Appropriated/Funded ME CM Item No. 6
PROJECT LOCATION MAP
COUNCIL AGENDA: OCTOBER 6, 2009

SUBJECT: ACCEPTANCE OF IMPROVEMENTS – RANCH VICTORIA, PHASE ONE (THOMAS MCNAMARA & JANICE MCNAMARA)

SOURCE: Public Works Department - Engineering Division

COMMENT: The Subdivider, Thomas E. McNamara & Janice E. McNamara, have requested that the public improvements constructed for their subdivision be accepted by the City for maintenance. All required improvements, including sidewalks, have been completed, inspected by City staff and found to be acceptable.

The Subdivider has submitted a one (1) year maintenance guarantee for five percent of the total cost of improvements.

RECOMMENDATION: That the City Council:

1. Accept the public improvements of Ranch Victoria, Phase One Subdivision for maintenance;

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

3. Release the payment guarantee thirty-five (35) days after recordation, provided no liens have been filed.

ATTACHMENT: Locator Map

\[\text{Locator Map}\]

\[\text{P:\PUBLIC\ENGINEERING\COUNCIL ITEMS\ACCEPTANCE OF IMPROVEMENTS - RANCH VICTORIA PHASE ONE - 2009-10-05.DOC}\]
SUBJECT: INTENT TO VACATE A PORTION OF OAK AVENUE, RUTH STREET, OLIVE AVENUE AND PUBLIC UTILITY EASEMENT (Porterville Public Cemetery District)

SOURCE: Public Works Department – Engineering Division

COMMENT: An agreement between the City of Porterville, the Porterville Public Cemetery District and Tuesday's Angels is the driving force behind the request to vacate portions of Oak Avenue, Ruth Street, Olive Avenue and a public utility easement between Crestview Street and Olivecrest Avenue. The Porterville Public Cemetery District represents a majority of the proprietary interest to the property fronting the proposed street and easement vacation and is hereby the requesting party.

Per the aforementioned agreement, the City had conveyed surplus property, created as a result of the construction of Olivecrest Avenue, to the District for the purpose of enlarging the Hillcrest Cemetery. The agreement obligated the City to vacate roads and utility easements that are no longer in use.

A legal description (Exhibit “A”) and a plat (Exhibit “B”) illustrating the proposed street and easement vacations are attached for Council’s reference. An easement will be reserved for maintaining existing sewer and water pipelines within a segment of Oak Avenue. After Council takes action, the utility companies will be notified of the intent to vacate this portion of Oak Avenue, Ruth Street, Olive Avenue and public utility easement.

RECOMMENDATION: That City Council:

1. Pass a resolution of intent to vacate a portion of Oak Avenue, Ruth Street, Olive Avenue and public utility easement between Crestview Street and Olivecrest Avenue; and

2. Set the Council meeting of November 3, 2009, as the time and place for a public hearing.

ATTACHMENTS: Resolution
Exhibit ‘A’ - Legal Description
Exhibit ‘B’ - Map of Right of Way Vacation
Exhibit ‘C’ - Agreement

Dir [Signature] Appropriated/Funded [Signature] CM [Signature]  Item No. 8
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
OF INTENTION TO VACATE AND CLOSE TO PUBLIC USE OAK AVENUE,
RUTH STREET, OLIVE AVENUE AND A PUBLIC UTILITY EASEMENT
LOCATED BETWEEN CRESTVIEW STREET AND OLIVECREST AVENUE

SECTION 1: The Council of the City of Porterville, California, pursuant to
Division 9, Part 3, Section 8320, of Streets and Highways Code of the State of
California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to abandon and
close to public use that certain public right of way located in the City of Porterville,
County of Tulare, State of California, and known generally as Oak Avenue, Ruth Street,
Olive Avenue and a public utility easement between Crestview Street and Olivcrest
Avenue.

SECTION 2: A map or plan of said public rights of way intended to be vacated,
abandoned and closed to public use is on file in the office of the City Clerk of the City of
Porterville, reference to which is hereby made.

SECTION 3: That the public convenience and necessity requires the reservation
of easements and rights of way for structures enumerated in Section 8330 of the
California Streets and Highways Code.

SECTION 4: The City of Porterville, in the abandonment of said public rights of
way to public use, reserves and excepts from the vacation the permanent easement
and right at any time, or from time to time to construct, maintain, operate, replace,
remove and renew sanitary sewers, water lines, and storm drains and appurtenant
structures in, upon, over, and across said street or part thereof proposed to be vacated
and pursuant to any existing franchises or renewals thereof, or otherwise, to construct,
maintain, operate, replace, remove, renew and enlarge lines of pipes, conduits, cables,
wires, poles and other convenient structures, equipment and fixtures for the operation
of gas pipe lines, telegraph and telephone lines, railroad lines, and from the
transportation or distribution of electric energy, petroleum and its products, ammonia,
water and incidental purposes, including the access and the right to keep the property
free from flammable materials and wood growth, and otherwise protect the same from
all hazards in, upon and over the street or part thereof herein proposed to be vacated.
SECTION 5: Notice is further given that on Tuesday, the 3rd day of November, 2009, at 7:00 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers in the City Hall in the City of Porterville, at 291 North Main Street, is hereby fixed for the time and place for hearing any objections to the vacation, abandonment and closing to public use of said public rights of way.

PASSED, ADOPTED AND APPROVED this 6th day of October, 2009.

______________________________
Pete V. McCracken, Mayor

ATTEST:
John D. Lollis, City Clerk

______________________________
By: Patrice Hildreth, Chief Deputy City Clerk
EXHIBIT “A”

Oak Avenue, Ruth Street, Olive Avenue and Public Utility Easement Vacation – Porterville Cemetery District

That portion of Oak Avenue, Ruth Street and Olive Avenue as shown on a Record of Survey map, filed in Book 6 of Licensed Surveys, at page 88, in the Office of the County Recorder of said County, situated in the Southwest quarter of Section 30 and the Northwest quarter of Section 31, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

Oak Avenue

THAT 60 FOOT wide right of way situated within the west half of the Southeast quarter of the Southwest quarter of said Section 30;

EXCEPTING THEREFROM, the West 30.00 feet thereof.

Ruth Street

THAT 60 FOOT wide right of way situated within the west half of the Southeast quarter of the Southwest quarter of said Section 30.

Olive Avenue

THAT 50 FOOT wide right of way situated within the Southeast quarter of the Southwest quarter of said Section 30 and within the Northeast quarter of the Northwest quarter of said Section 31 lying westerly of the following described line:

COMMENCING AT the Northeast corner of the South 30.00 feet of the east half of the Southeast quarter of the Southwest quarter of said Section 30;

THENCE, West along the North line of said South 30.00 feet, 456.40 feet per Deed recorded November 2, 2000 as Document No. 2000-0070842, Official Records, to a point in a 630.00 foot radius curve, concave Northeasterly, said point also being the POINT OF BEGINNING;

THENCE, Southeasterly along said 630.00 foot radius curve, through a central angle of 21°03’50”, an arc length of 231.61 feet to a point that is 7.50 feet, measured at right angles to the south line of the North 20.00 feet of the Northeast quarter of the Northwest quarter of said Section 31;

THENCE, South, 7.50 feet to said south line of the North 20.00 feet of the Northeast quarter of the Northwest quarter of Section 31.

Public Utility Easement

An easement for sewer and water lines situated in that portion of the west half of the Southeast quarter of the Southwest quarter of Section 30, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:
The NORTH 20 FEET of the South 433.05 feet, except for the East 140.5 feet thereof; together with the West 20 feet of the East 140.5 feet of the South 433.05 feet.

Public Utility Easement Reservation

RESERVING UNTO the City of Porterville an easement for maintenance, repair and replacement of sewer and water lines situated in the West half of the Southeast quarter of the Southwest quarter of said Section 30, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

The NORTH 30.00 FEET of the South 463.00 feet of the East 389.00 feet of the West 419.00 feet of the west half of the Southeast quarter of the Southwest quarter of said Section 30.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: [Signature]
Michael K. Reed, Licensed Land Surveyor

Date: 9/28/2009
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN.

OWNER: City of Porterville
APN: 254-060
AREA: 76,842 SQ. FT.; 1.76 ACRES
DRAWN BY: FM/IB
CHCK BY: DB
AGREEMENT

THIS AGREEMENT is entered into as of June 20, 2020 between the PORTERVILLE PUBLIC CEMETERY DISTRICT ("DISTRICT"), the CITY OF PORTERVILLE ("CITY") and TUESDAY’S ANGELS, a California nonprofit public benefit corporation ("TA") with reference to the following:

A. TA is a California nonprofit corporation dedicated to providing burial assistance to families of deceased children that are financially unable to pay for the burial of their children, including the cost of the burial site(s).

B. DISTRICT is a public cemetery district that owns and operates several public cemeteries, including the Hillcrest Cemetery located in the city of Porterville, California.

C. CITY owns two parcels of property (collectively the “subject property”) located in the immediate vicinity of the Hillcrest Cemetery (Parcel 1 consisting of approximately 1.026 acres and Parcel 2 consisting of approximately 1.242 acres), more particularly described in EXHIBIT A attached hereto.

D. CITY desires to convey the subject property to the DISTRICT for enlargement of the Hillcrest Cemetery on the condition that DISTRICT make available to TA a total of one hundred and forty-five (145) burial plots for its charitable purposes, as provided in this agreement.

ACCORDINGLY, IT IS AGREED:

1. OBLIGATIONS OF CITY: CITY agrees that it will:

a) Convey fee title to the subject property to the DISTRICT by Grant Deed, on the condition that the DISTRICT make available to TA a total of one hundred and forty-five (145) burial plots as provided in this agreement, subject to any and all easements of record;

b) Abandon any and all easements owned by, or for the benefit of, the CITY and that are no longer in use, including without limitation, roads and utility easements.

2. OBLIGATIONS OF DISTRICT: DISTRICT agrees that it will accept conveyance of the subject property after review and approval of a preliminary title report, obtained at its own expense, describing any easements affecting the subject property and integrate the use of the subject property with the operation of the Hillcrest Cemetery. DISTRICT’s approval of
the title report shall be communicated to CITY by letter which will be accompanied by a copy of the title report. In addition, DISTRICT agrees that it will:

a) Make available one hundred and forty-five (145) burial plots of the Porterville Public Cemetery District for use by TA for its charitable purposes, at no cost, but subject to the standard payment into the endowment care fund mandated by law;

b) From time to time, allocate to TA at least ten (10) grave plots of the Porterville Public Cemetery District upon receipt of the applicable payment into the endowment care fund mandated by law; however, if TA has less than ten (10) grave plots remaining from the one hundred and forty-five (145) provided under this agreement, the remaining plots shall be allocated to TA upon receipt of standard payment into the endowment care fund mandated by law.

3. OBLIGATIONS OF TA: TA agrees that it will perform the following:

a. Pay the standard fees necessary to endow the care and maintenance of burial plots allocated for use by TA for its charitable purposes;

b. Award the plots only for members of the public who lawfully qualify for burial in a cemetery owned and operated by the Porterville Public Cemetery District;

c. Require submittal of a written application to TA for every burial plot covered under this agreement; and

d. Award the plots to members of the public based only on lawful written criteria that is generally applicable to all applicants.

4. COMPLIANCE WITH LAW: TA shall, and TA shall advise and counsel the families it serves that they must, comply with any and all applicable federal, state, and local laws, regulations and directives, including, but not limited to, those relating to burial in public cemeteries such as residency requirements and all rules and regulations promulgated by the DISTRICT as may be amended from time to time.

5. INDEMNIFICATION: To the fullest extent permitted by law, TA shall hold harmless, defend and indemnify the CITY and DISTRICT, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind arising in connection with the performance by TA, or its agents, officers and employees under this agreement, or based on the CITY's and DISTRICT's provision of the burial plots for TA's charitable purposes.

6. CONFLICT OF INTEREST: The parties agree at all times in the performance of this agreement to conform to the legal standards of the law of the State of California regarding conflicts of interests or 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.

7. **TERMINATION:**
   a. This agreement may be terminated by any party, including the CITY but only until such time that the subject property is conveyed by the CITY as provided in this agreement, should any 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 five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) 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 five (5) 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.

   b. **Effects of Termination:** Expiration or termination of this agreement shall not terminate any obligations to indemnify or to maintain and make available any records pertaining to the agreement. After it conveys the subject property to DISTRICT, any attempt to terminate this agreement by CITY shall not affect the continued ownership of the subject property by DISTRICT.

8. **ENTIRE AGREEMENT REPRESENTED:** This agreement represents the entire agreement among the parties 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 all parties, including the CITY, after the CITY conveys the subject property.

9. **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.
10. **NOTICES:**

1. 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:

**DISTRICT:**
Porterville Public Cemetery District  
1013 E. Olive Avenue  
Porterville, CA 93257  
Phone: 559-784-1569  
Fax: 559-784-6152

**CITY:**
City of Porterville  
291 N. Main Street  
Porterville, CA 93257  
Phone: 559-782-7462  
Fax: 559-791-7830

**TA:**
Tuesday’s Angels  
Cyndi Belmont  
2415 W. Oak Grove Ct.  
Visalia, CA 93291  
Phone: 559-622-9766  
Fax: 559-272-2143

2. 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 (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

11. **CONSTRUCTION:** This agreement reflects the contributions of all parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

12. **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.

13. **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.

14. **WAIVERs:** The failure of any 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 any party of either performance or payment shall not be considered to be a waiver of any preceding breach of the agreement by any other party.

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

16. **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. 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.

17. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this agreement.

18. ASSURANCES OF NON-DISCRIMINATION: TA and DISTRICT shall not discriminate 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.

19. ASSIGNMENT/SUBCONTRACTING: No part of this agreement may be assigned or subcontracted by any party without the prior written consent of all parties, including the CITY, after the CITY conveys the subject property.

20. 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 randomly by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the participating parties, and 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.

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

PORTERVILLE PUBLIC CEMETARY DISTRICT

Date: June 20-08

By [Signature]
Chairman, Board of Trustees
CITY OF PORTERVILLE

Date: 5/16/08  By Cameron Hamilton

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.

TUESDAY’S ANGELS
A California Public Benefit Nonprofit Corporation

Date: 7/18/08  By Cyndi Belcast TITLE President

Date: 7/15/08  By Christi Barth TITLE V.P.
SUBJECT:  PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT – PROSPECT STREET RECONSTRUCTION AND CONCRETE IMPROVEMENTS PROJECT

SOURCE:  Public Works Department - Engineering Division

COMMENT:  The Department of Transportation has submitted Program Supplement Agreement Number N038-N, and requests that the City execute said agreement. The executed agreement becomes a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The Program Supplement attached is for the installation of new curb and gutter, sidewalk, driveways, asphalt concrete paving, fire hydrant assemblies, water services, sewer laterals, and storm drain inlets along Prospect Street between Median Avenue and North Grand Avenue.

RECOMMENDATION:  That the City Council:

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

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

ATTACHMENTS:  Program Supplement Agreement No. N038-N
Resolution

P:\PUBWORKS\ENGINEERING\COUNCIL ITEMS\PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT - PROSPECT STREET RECONSTRUCTION & CONCRETE IMPROVEMENTS - 2009-10-06.DOC

Dir Appropriated/Funded MB CM Item No. 9
RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN PROGRAM SUPPLEMENT NO. N038-N TO ADMINISTER THE AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. N038-N to Local Agency-State Master Agreement No. 06-5122R, for the installation of new curb and gutter, sidewalk, driveways, asphalt concrete paving, fire hydrant assemblies, water services, sewer laterals, and storm drain inlets along Prospect Street between Median Avenue and North Grand Avenue.

PASSED, ADOPTED AND APPROVED this 6th day of October, 2009.

________________________________________
Pete V. McCracken, Mayor

ATTEST:
John D. Lollis, City Clerk

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

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

**PROJECT LOCATION:**
On Prospect St, from Meidan Ave to North Grand Ave.

**TYPE OF WORK:** Construct curb, gutter, sidewalk, and AC shoulders.

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<tr>
<th>Estimated Cost</th>
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<td>LOCAL $33,375.00 Other Fund $199,595.00</td>
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</table>

**CITY OF PORTERVILLE**

By ________________________________

Date ________________________________

Attest ________________________________

Title ________________________________

**STATE OF CALIFORNIA**
Department of Transportation

By ________________________________

Chief, Office of Project Implementation
Division of Local Assistance

Date ________________________________

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

<table>
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<th>Accounting Officer</th>
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<th>Category</th>
<th>Fund Source</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
COUNCIL AGENDA: October 6, 2009

SUBJECT: AMENDED AGREEMENT WITH SIERRA MANAGEMENT

SOURCE: ADMINISTRATION (TRANSIT)

COMMENT: The current Agreement between the City of Porterville and Sierra Management (Contractor) to provide public transportation services was executed July 18, 2006. The current agreement has an expiration date of June 30, 2010; however, Contractor has a two-year option to extend, if they choose to request such option.

As a result of recent California Highway Patrol annual inspections, it has been determined that the Contractor is now required to be listed and identified as the motor carrier for the Porterville public transportation system. Since the City of Porterville, and not the Contractor, is responsible for maintenance of the transit vehicles, it is now necessary to indemnify the Contractor from any liability arising out of any negligent acts or omissions, or willful misconduct, as a result of the City’s maintenance of the vehicles pursuant to the agreement.

The City Attorney has reviewed the current agreement and added italicized sections, both in the agreement and Exhibit A, to indemnify the Contractor. All other provisions of the agreement will remain in full force and effect.

RECOMMENDATION: That the City Council:

1. Review the Amended Agreement between the City of Porterville and Sierra Management, and approve the same; and

2. Authorize the Mayor and City Clerk to execute the Amended Agreement to implement the necessary changes to the public transportation agreement with Sierra Management.

ATTACHMENT: Amended Agreement between the City of Porterville and Sierra Management

DD ⊗ Funded/Appropriated ⊗ CM ⊗

Item No. 10
AMENDED AGREEMENT
BETWEEN
THE CITY OF PORTERVILLE AND
SIERRA MANAGEMENT

THIS AMENDED AGREEMENT is made and entered into this ___ day of _____, 2009, by and between the City of Porterville, hereinafter referred to as "CITY" and Sierra Management, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, City has determined that it requires operational and management services for Fixed Route and Demand-Response (Dial-A-Ride) public transit services, hereinafter referred to as 'TRANSIT SYSTEM,' and

WHEREAS, Contractor has represented that it has the necessary expertise and personnel, and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This Agreement, and the attachments and documents incorporated herein, constitute the complete and exclusive statement of the terms of the Agreement between the City and the Contractor, and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. City's failure to insist in one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of City's right to such performance by Contractor.

2. CITY DESIGNEE

The City Manager, or his Designee, shall have the authority to act for, and exercise any of the rights of, City as set forth in the herein Agreement, subsequent to the authorization by the City Council of the City of Porterville.

3. INDEPENDENT CONTRACTOR

Contractor's relationship to City in performance of this Agreement is that of an independent contractor. Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees. The personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of City. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation insurance, and similar matters.
Contractor shall designate and provide the services of a full-time General Manager, subject to the approval of City, who shall provide overall management and supervision of the Transit System operations under the terms of this Agreement. The General Manager must have a minimum of five years of experience in public transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from a four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The General Manager shall work cooperatively with City Transit staff in matters relating to service quality, providing operational and other data as described in this Agreement, responding to comments from the Transit System passengers and the general public, and responding to specific requests for other assistance as the need arises.

Contractor shall assure City that the General Manager designated for this project will not be replaced without the written consent of City. Should the services of the General Manager become no longer available to Contractor, the resume and qualifications of the proposed replacement shall be submitted to City for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent General Manager, unless Contractor is not provided with such notice by the departing employee. City shall respond to Contractor within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement General Manager.

The office of the General Manager will be physically located at Contractor's operations and dispatching center in the City's Transit Center located at 61 West Oak Avenue, Porterville. The General Manager will be expected to remain at the facility or otherwise within the Transit System service area as appropriate to the maximum extent possible. At all times, the General Manager shall be available either by phone or in person to make decisions regarding day-to-day Transit System operations or provide coordination as necessary, and shall be authorized to act on behalf of Contractor regarding all matters pertaining to this Agreement.

4. **SCOPE OF WORK/TERMINATION**

Contractor shall, upon receipt of City's notice to proceed, perform all work necessary to complete in a manner satisfactory to the City, the services set forth in "Scope of Work," attached hereto as Exhibit "A," and by this reference incorporated herein and made a part hereof. Both parties agree that in the event of a lack of funding, or should Contractor fail to perform all work as set forth to the satisfaction of the City Council, the City shall provide Contractor with sixty (60) days' written notice of City's intent to terminate this Agreement. Both parties further agree that Contractor may terminate this Agreement by providing City with sixty (60) days' written notice, whereupon City will exercise the provision of Section 16 of this Agreement.

It is further agreed that the City may significantly modify the public transit program and the scope of services provided by Contractor upon 120 days’ notice.

5. **TERM OF AGREEMENT**

This Agreement shall become effective upon execution and shall continue in full
force and effect for a period of four (4) years beginning on July 1, 2006, and ending on June 30, 2010, unless earlier terminated as herein provided or by issuance of a new Agreement. Additionally, Contractor shall be granted a two-year option to extend under the same terms and conditions hereof, and shall notify the City in writing of its intent to exercise this option, at least 60 days prior to the original termination of this Agreement. The Contractor may, 90 days prior to the expiration date of each year of the four-year agreement (June 30), submit an adjusted hourly revenue rate for the succeeding year. Any adjustment shall be based upon changes in actual costs. The hourly rate shall not increase by more than the percentage change in the San Francisco Consumer Price Index, but not to exceed five percent (5%), unless evidenced that such costs are essential and are not within the control of the Contractor to reconcile, in which case any change in excess of the formula would require Council approval.

6. **CONTRACTOR’S FEES**

Effective July 1, 2006:

   a. Demand-Response: Contractor’s Fees shall be decreased from $13.52 per Vehicle Revenue Hour to $12.60 per Vehicle Revenue Hour.
   
   b. Fixed Route: Contractor’s Fees shall be decreased from $13.81 per Vehicle Revenue Hour to $13.62 per Vehicle Revenue Hour.
   
   c. Fixed Costs: Contractor shall be paid the sum of $39,325.06 per month representing Fixed Costs for both systems, which monthly cost shall be divided one-half to Fixed Route and one-half to Demand-Response.

7. **EXCLUSIVE AGREEMENT**

Contractor shall serve as the exclusive contract agent for the City in the operation of the Transit System. During the term of this Agreement, the City shall not enter into an agreement with any other contractor or company for the operation of a similar system within the City.

The Contractor shall operate the Transit System at its expense, except as otherwise provided herein.

8. **INTERRUPTION OF SERVICE**

Contractor shall be excused for failure to perform services under this Agreement if said service is prevented by reason of acts of God, strikes, labor disputes, or other items over which Contractor has no control. No payments, however, shall be made by the City to Contractor for such time as service is not available.

9. **COMPLIANCE WITH FEDERAL STANDARDS**

Contractor shall comply with all Federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing Federal funds.
Contractor shall not discriminate on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status in any consideration.


10. INSURANCE

A. During the term of this Agreement, Contractor shall procure the following insurance which shall be full coverage insurance, not subject to self-insurance provisions and shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

(1) COMPREHENSIVE GENERAL LIABILITY INSURANCE – including contractual liability, and personal injury liability and property damage with at least five million dollars ($5,000,000) liability limit per occurrence.

(2) WORKERS’ COMPENSATION INSURANCE – Contractor shall provide the City with a current Certificate of Workers’ Compensation Insurance coverage.

B. Prior to commencement of the term of this Agreement, Contractor shall furnish a complete copy of each insurance policy and a Certificate of Insurance thereof to the City, and which shall certify that Contractor’s insurance policy provides:

(1) Signed Endorsements naming the City and the County of Tulare as additional insured on all insurance except with respect to performance hereunder for Workers’ Compensation.

(2) The coverages shall be primary as to any other insurance with respect to performance of this Agreement, and be with a company or companies having an A. M. Best Rating of no less than A:VII, and be an “admitted” insurer(s) in the State of California.

(3) Thirty (30) days’ written notice of cancellation or material change to be given to City.

C. HOLD HARMLESS CLAUSE – Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents, employees, and assigns from any actions, claims, damages,
disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Contractor hereunder, whether or not there is passive concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor, or its agents or employees, under workers’ compensation acts, disability benefits acts or other employees’ benefits acts. City agrees to accept responsibility for loss or damage to any person or entity, and defend, indemnify, hold harmless and release Contractor, its officers, agents, employees, and assign from any actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of negligent acts or omissions or willful misconduct, arising from the City’s preventative maintenance of the vehicles pursuant to Exhibit A of this Agreement.

11. **MUNICIPAL BUSINESS LICENSE TAX**

Before entering into this Agreement, the Contractor shall present satisfactory evidence that it has paid the Municipal Business License Tax of the City of Porterville.

12. **CONTRACTOR’S PLACE OF BUSINESS**

Contractor shall provide and operate its operations and dispatching center at the City’s Transit Center located at 61 West Oak Avenue, Porterville, California.

13. **ASSIGNMENTS**

Contractor may not assign, or in any way sublet, any rights or obligations accruing under this Agreement without the express written consent of the City. One such consent does not operate as a waiver to any right by the City to refuse subsequent assignments or subleases. In the event of any violation of this condition, City may immediately terminate this Agreement.

14. **BINDING**

This Agreement shall be binding on the assigns or transferees of this Agreement.

15. **LEGAL FEES**

Should either party bring suit in Court to enforce any of the terms of the contract documents, it is agreed by the Contractor and the City that the losing party shall pay to the prevailing party its costs and reasonable attorney’s fees.

16. **SURETY**

Contractor shall provide the City with either a Faithful Performance Bond or an
Irrevocable Letter of Credit in the amount of fifty percent (50%) of the projected annual Agreement amount. Said surety will remain in force for the term of the Agreement, including any extended term. Surety will be released thirty (30) days after expiration of the Agreement. All alterations, extension of time or other modifications to the Agreement may be made without consent of the surety or sureties. In the event the Contractor should default, the City may assume operation of the transit service/and or Agreement for a transit service operator in the open market and call the Performance Bond/Letter of Credit to collect from the surety any costs incurred by the City in maintaining transit service and/or in executing a new transit Agreement, including any cost increases incurred for the remaining term of the original Agreement.

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

CONTRACTOR: Sierra Management

By __________________________
    Steven E. Tree, Owner

CITY OF PORTERVILLE:

______________________________
    Mayor

______________________________
    John Lollis, City Clerk

APPROVED AS TO FORM:

______________________________
    Julia M. Lew, City Attorney
Exhibit A

SCOPE OF WORK

Contractor shall provide the necessary management, technical, and operations personnel whose expertise will assure an efficient Demand-Response and Fixed Route transportation system, hereinafter referred to as “TRANSIT SYSTEM.” All facilities, equipment, supplies, and services required in the operation of this system will be furnished by Contractor unless specifically identified in this document to be furnished by the City of Porterville. Service shall be provided in accordance with the guidelines established herein and the attachments hereto.

SERVICE STANDARDS

Contractor shall strive at all times to provide service in a manner which will maximize both efficiency and customer service. Standards as set forth in this document are intended to be reasonably attainable by the Contractor, fair to the customer, and consistent with the City’s expectations.

The Contractor and the City shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by Contractor with concurrence and final decision by City. Should it be found that Contractor’s performance has contributed to Contractor’s failure to achieve these standards, Contractor shall take all reasonable actions requested by City to correct deficiencies in performance. Should deficiencies persist, City may take whatever additional action is necessitated by the circumstances and provided for in the Agreement of which this Scope of Work is a part.

OPERATIONS

Management of the Transit System day-to-day operations will be vested in the Contractor.

A. Service Area – Transit System shall transport individuals within the following designated areas:

1. Porterville City limits* served by the City of Porterville and designated on “Service Area Boundary Map” as the COLT Service Area (Exhibit A – Attachment 1).
2. Tulare County urban areas* served by the City of Porterville and designated on “Service Area Boundary Map” as the COLT Contract Service Area. (Exhibit A – Attachment 1).
3. Other areas as the City may direct.

*Subject to periodic adjustment.
B. Dispatching Center – The Contractor shall provide at Contractor’s cost sufficient number of incoming telephone lines as deemed adequate by the City to reasonably handle requests for service. Said telephone lines shall be listed in the name of the City of Porterville; designated as Transit System customer service lines; and used exclusively for Transit system customer communications.

Contractor shall provide and maintain in the City of Porterville a dispatching center adequately equipped to provide efficient transportation service.

C. (1) Hours of Operation for Demand-Response – Service shall be based upon a thirteen (13) hour operational day (7:00 a.m. to 8:00 p.m.) Monday through Friday, and upon a nine (9) hour operational day (9:00 a.m. to 6:00 p.m.) on Saturday. Operational hours shall be exclusive of Sundays and specified City holidays. (See Exhibit A, Attachment 2 – City Holidays).

Operational hours may be adjusted by the City based upon needs of the community, and may increase or decrease as ridership and operating revenues warrant.

(2) Hours of Operation for Fixed Route – Service for Fixed Route shall be Monday through Friday from 7:00 a.m. to 7:00 p.m., and on Saturday from 9:00 a.m. to 5:00 p.m. The City reserves the right to specify the hours of operation, the number of routes, and route alignments, any or all of which may change from time to time.

D. Vehicles – The City shall provide transit vehicles necessary to operate the COLT system. These vehicles shall be used only for activities directly related to the operation of the Transit System covered by this Agreement, unless otherwise authorized by the City, in writing. It is also the intent of this provision that the Contractor not put more transit vehicles in service (i.e., in use or on the street), at any one time, than are essential to provide both effective, yet efficient, public transportation services; and, although the entire inventory of active fleet vehicles assigned to Fixed Route Operation, or in the Demand-Response Operation, may, on occasion (i.e., peak demand periods), be in service at the same time, the total number of transit vehicles in regular service, under any circumstances not specifically authorized beforehand by the City in writing, shall not exceed four (4). Exhibit B, the Automotive Equipment List for the City of Porterville Public Transit System (a.k.a. Fleet Vehicle Inventory), is amended from time to time to reflect current inventories of fleet vehicles both for Demand-Response and Fixed Route.

The City reserves the right to increase or decrease the number of transit vehicles in the City of Porterville Public Transit System, and all transit vehicles utilized by the Contractor and shown on the latest Automotive Equipment list shall be leased to the Contractor by the City for $1.00 per year per vehicle. Said lease shall remain in effect only for so long as this Agreement, any extension of this Agreement, or any successor Agreement to same with the same Contractor, remains in effect. The City shall register each vehicle to show its name as registered owner. *The Contractor shall be listed and identified as the motor carrier, as required by applicable California laws and regulations.*
METHOD OF SERVICE

Effective August 1, 2006, the Demand-Response service shall be restricted to Seniors (age 62 and older) and handicapped passengers only, and shall be handled as follows:

A. Customer may be picked up either as a result of a telephone call for service using a specific telephone number as established in City’s name for customer communications, or at specific Dial-A-COLT points in the City, which may be determined, and designated from time to time, by the City.

B. Contractor shall obtain the following information from customer:

1. Point of origin
2. Point of destination
3. Number of persons in party.

C. Customer will be advised of the approximate time of pick-up.

D. Shared Rides – A Dial-A-COLT ride may be shared or occupied by more than one (1) party of Dial-A-COLT customers at the same time. If the Contractor received additional calls for Dial-A-COLT pick-ups in the vicinity of the first call, or near the route of customers in the vicinity of the first call, Contractor shall pick up those additional passengers while en route. The service will make every reasonable effort to avoid any undue delay of any customer, either at point of pick-up or en route.

E. Dial-A-COLT units will not wait for customers more than two (2) minutes at any point to preserve efficiency of system.

F. Dial-A-COLT drivers will assist in the loading and unloading of elderly and handicapped passengers, parcels and personal effects, within limits. Large, bulky items, such as television sets and 50-pound bags will not be permitted as carry-on parcels. A maximum of four (4) regular grocery bags will be permitted at any one time. The drivers shall not be responsible to lift more than 10 pounds for any one item. Any bags, parcels or personal effects that are permitted to be transported by Dial-A-COLT shall be left at the curb of the destination. Under no circumstances are drivers permitted to enter a residence or business establishment to assist with personal effects of passengers.

Fixed Route service shall be handled as follows:

A total of seven (7) designated routes currently comprise the Fixed Route system.

Designated bus stops are located at the City Transit Center and at major activity locations throughout the community. When a passenger desires to leave the bus, he should signal the driver prior to his stop by using the pull-cord and letting the driver know where he wishes to depart the bus.

Passengers shall be limited to the number of carry-on packages by the size and number
that can be easily handled and which do not displace available seating. Strollers and carts must be folded before boarding the bus. Drivers are not permitted to assist passengers with carry-on packages on the buses. Flammable liquids, batteries, hazardous chemicals, tires, large auto parts, poisonous plants, and large, bulky objects are not permitted on Fixed Route vehicles.

Contractor shall be entitled to cause the removal of passengers (1) not paying the appropriate fare; (2) who are destructive, disruptive, noisy, threatening, or do not otherwise comply with directives of the driver relative to concerns for safety of the driver and/or other passengers; or (3) for any other reason which is necessary to protect the safety of the driver, other passengers, or the bus.

SCHEDULING

The Contractor shall follow the service hours schedule set forth by the City and comply with any adjustments thereto. Should the Contractor find the schedule detrimental to the attainment of the aforementioned objectives, Contractor shall make recommendations which in the Contractor’s opinion will improve the efficiency and service performance.

RESPONSE TIME

Contractor will regulate vehicle staging and routing of the Demand-Response system. Every effort will be made to pick up Dial-A-COLT customers as soon as reasonably possible; and with regard to ADA passengers, within the required Federal guidelines for providing service.

FARES

A. Demand-Response: The City will determine and set fares. The current fare is set at $1.50 per rider for Seniors (age 62 years of age and older) and handicapped (ADA-eligible) riders. One fare entitles the customer to transport from point of origin to destination. Each Dial-A-COLT trip must be supported by the Dial-A-COLT ride tickets, or cash, both of which shall be collected by the driver. Customers must purchase tickets from authorized sale points, which currently include City Hall and the City’s Transit Center. If various points of discharge are desired, or if various points of pick-ups are made, each point of pick-up or discharge will be considered as a separate trip and driver will collect a fare from each passenger.

B. Fixed Route: The current fare for Fixed Route is One Dollar ($1.00) one-way. Fixed Route riders are welcome to transfer between bus routes to continue a trip. Transfers are free, and the schedules are designed to make a transfer easy. If a passenger plans to transfer, he shall ask the driver for a free transfer when paying for his fare upon boarding the bus. He will then present his transfer when boarding the next bus. Transfers are provided to continue a single trip. They are not good for return trips, stopovers, or transfers to the Tulare County Transit Service, and must be utilized within thirty (30) minutes of receipt.

A monthly pass is also available for the current price of $36. Holders of a monthly pass are entitled to unlimited ridership on the Fixed Route system.
Minors six (6) years of age and under are to be accompanied by an adult. A maximum of two (2) minors, four (4) years of age and under, may ride free when accompanied by an adult.

Printing of tickets, transfers and passes shall be at the City’s cost. The City will be responsible for distribution of tickets to the authorized sale points.

Should the City authorize cash fares, the Contractor shall remit the same in full to the City monthly, and record each transaction on the appropriate Driver and Dispatcher Log Forms daily. All tickets and cash fares, if authorized, shall be returned to the City monthly along with the required data collection and report forms as hereinafter set forth.

UNIFORMS

The Contractor shall furnish and maintain all operating personnel a uniform acceptable to the City including both shirts and pants.

SUPPORT ACTIVITIES

A. **Promotion/Publicity** – The City shall control and provide all promotion and publicity of the transit system, with the Contractor being under no obligation to expend any sums for such promotion or publicity. The City will monitor the operation, in conjunction with the Contractor, and shall handle ticket sales for such fares and at such points as the City desires. Currently, tickets are available for purchase at City Hall and the City’s Transit Center. Monthly passes are available for purchase at the City’s Transit Center located at 61 West Oak Avenue, Porterville, California.

B. **Liaison** – The Contractor shall maintain continuing liaison with appropriate City departments in the operation and interpretation of policies of the transit system.

C. **Training of Drivers and Operations Personnel** – Contractor shall develop, implement and maintain a formal training and retraining program which shall be subject to review and approval by City.

An outline of the training program, including periodic updates, shall be on file in the office of the City’s Transit Contractor, and a copy made available to the City upon request. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, handicapped passenger assistance techniques, accident/incident procedures, radio procedures, operating policies and procedures, employee work rules, vehicle safety inspection,
equipment care and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment which they may be expected to use in the Dial-A-COLT and/or Fixed Route services.

All drivers shall be certified as having completed Contractor's formal training course for new drivers as approved by City, and licensed with a valid California Class B operator's license with appropriate certifications and medical card. Drivers of Demand-Response (Dial-A-COLT) vehicles shall possess a California General Public Paratransit Vehicle Certificate. Drivers of transit buses shall possess a Transit Bus certificate as issued by the State of California Department of Motor Vehicles, and shall meet all applicable requirements as established by the California Highway Patrol.

Dispatchers, telephone operators, supervisors and any other personnel who may from time to time be assigned to telephone information or Dial-A-COLT reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, Dial-A-COLT reservation procedures, and operating policies. Operations control personnel assigned to Dial-A-COLT trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

A safety program shall be developed and implemented by Contractor to assure safe conditions for all employees and customers of the transit service.

D. Drivers – Regulations – Contractor shall furnish the City written information covering Contractor's policies regarding drivers' rules; accident policy; radio policy and procedures; fog policy; vehicle inspection, care and maintenance; reporting; and pertinent sample forms.

E. Accident or Loss Report – All vehicular loss, damage, destruction and traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Porterville Police Department or California Highway Patrol, as appropriate. The City Manager's Office shall be notified of such occurrences immediately upon receipt by Contractor of such information, and Contractor and City shall coordinate the reporting of such accidents to the City's insurance adjuster for transit vehicles, currently Bragg & Associates, through the California Transit Insurance Pool (CalTIP).

DATA COLLECTION/REPORTING

Demand-Response: The Contractor shall record and provide to City the following information by the tenth day of each month. For each party transported by Dial-A-COLT: (a) time and date of request for service; (b) number of persons in party; (c) time and date of pick-up; (d) point of origin; (e) destination; (f) time and place of arrival at destination; (g) number of miles to closest tenth traveled in the performance of such service; (h) no shows; (i) County vs. City fares; and (j) number of handicapped persons transported. Also, on a monthly basis, Contractor shall notify City of (a) total number of miles driven; (b) total number of vehicle service hours; (c) total amount of fares collected; and (d) the number of passengers, by group, i.e., seniors or handicapped. Also,
drivers will maintain trip sheets for the Demand-Response service. Trip sheets shall show number of patrons, point of origin, point of destination, and call originating time. Contractor’s dispatcher shall maintain records of time of pick-up and drop for each trip. Contractor shall retain all such records for a period of twenty-four (24) months, which records shall be available for audit by the City at all reasonable times.

Fixed Route: The Contractor shall record and provide to the City the following information by the tenth of each month. For each route of the Fixed Route service: (a) the number of passengers, by group, i.e., general ridership, seniors, children, non-revenue, and transfers; (b) revenue miles and operating miles and revenue hours and operating hours.

It is understood that the above information will be available to the City upon request.

All information concerning the City of Porterville Public Transit activity shall be collected daily and recorded and summarized on forms approved by the City. Any change in reporting forms or procedures shall also be approved by the City.

Reporting periods shall be on a monthly basis on or before the tenth day of each month. All accounting records for the prior month, including completed monthly summary reports, shall be forwarded with the invoice for payment to the City Manager’s office. In no event will payment be made for services until the above-mentioned report has been submitted to the City.

COMMUNICATIONS

The City shall provide the base station and antenna, radio equipment and two-way radios, and Automatic Vehicle Locator system on the vehicles.

A. Radio Frequency – The City furnishes a radio frequency authorized by the F.C.C. for the transit system communications equipment. The frequency is in the VHF range.

VEHICLE FUEL

Transit system vehicles will be fueled at the City Field Services Yard located at 555 N. Prospect. Refueling shall be accomplished in a manner to be agreed upon by the Contractor and the City.

STORAGE OF VEHICLES

Vehicles are currently stored at the City Field Services Yard located at 555 North Prospect. The City reserves the right to designate the storage location.

MAINTENANCE

The Contractor shall be responsible as follows:
A. Contractor shall not operate any vehicle when its condition jeopardizes public safety or is not in conformance with applicable Department of Transportation or California Vehicle Code requirements.

B. Contractor shall not operate a vehicle when its appearance is unacceptable to City standards for same.

1. Vehicle shall be cleaned daily of all interior litter and debris.

2. Vehicle interior panels, windows, and upholstery shall be cleaned of marks daily as necessary.

3. Vehicle exterior shall be washed as required to maintain a clean appearance. In no event shall vehicle be washed less than once weekly.

C. Contractor shall coordinate a vehicle preventative maintenance schedule with City and be responsible for scheduling vehicle use to adhere to said maintenance schedule. City retains the right to charge Contractor for City costs incurred due to missed preventative maintenance appointments. Said charges to be deducted from City’s monthly payment to Contractor.
SUBJECT: CONSOLIDATED WASTE MANAGEMENT AUTHORITY MEMBERSHIP AGREEMENT PAYMENT

SOURCE: Public Works Department - Field Services Division

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

On November 17, 2005, the CWMA Board approved Tulare County joining and on January 26, 2006, formally accepted the City of Woodlake's withdrawal. On April 14, 2006, the City Council authorized the Mayor to sign the new agreement with CWMA with these changes. The City of Porterville's contribution share for 2009/2010 is $52,071. The City's membership fee is paid from the Solid Waste Fund.

In previous years, the California Department of Conservation (DOC) has awarded Bottle Bill Funds to the Consolidated Waste Management Authority members. These funds are used to finance CWMA recycling education, community awareness, and clean-up programs within these agencies. The DOC has not determined if these funds will be available this year. If these funds become available, and are disbursed, staff will return to Council for authorization to forward these funds to CWMA.

RECOMMENDATION: That City Council authorize payment to CWMA for the City's membership contribution in the amount of $52,071.

ATTACHMENTS: 2009-2010 Member Contribution
CWMA Adopted Budget
<table>
<thead>
<tr>
<th>2009-10 Member Contribution</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dinuba</td>
<td>4.90%</td>
</tr>
<tr>
<td>Exeter</td>
<td>2.46%</td>
</tr>
<tr>
<td>Farmersville</td>
<td>2.48%</td>
</tr>
<tr>
<td>Lindsay</td>
<td>2.69%</td>
</tr>
<tr>
<td>Porterville</td>
<td>12.00%</td>
</tr>
<tr>
<td>Tulare</td>
<td>13.49%</td>
</tr>
<tr>
<td>Visalia</td>
<td>28.51%</td>
</tr>
<tr>
<td>County Tulare</td>
<td>33.46%</td>
</tr>
<tr>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Management Authority
**FY 2009-10 Adopted Budget**

<table>
<thead>
<tr>
<th>Bottles Bill Funds</th>
<th>FY 2009-10 Adopted Budget</th>
<th>FY 2009-10 Proposed Adopted (w/o BRF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bottle Bill Funds</td>
<td>$117,575</td>
<td>$</td>
</tr>
<tr>
<td>Bottle Bill Carryover</td>
<td>63,490</td>
<td>63,490</td>
</tr>
</tbody>
</table>

**Member Fund Contribution**

<table>
<thead>
<tr>
<th>Member Fund Carryover</th>
<th></th>
</tr>
</thead>
</table>

**Total Revenues**

<table>
<thead>
<tr>
<th></th>
<th>FY 2009-10</th>
<th>FY 2009-10 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$181,065</td>
<td>$63,490</td>
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</table>

## Expenditures

### Administrator Services

<table>
<thead>
<tr>
<th>Administrator Services</th>
<th>FY 2009-10</th>
<th>FY 2009-10 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator Services</td>
<td>55,000</td>
<td>55,000</td>
</tr>
</tbody>
</table>

**Total Administrator Services**

| Administrator Services Total | $55,000 |

### Operations

<table>
<thead>
<tr>
<th>Operations</th>
<th>FY 2009-10</th>
<th>FY 2009-10 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference &amp; Travel</td>
<td>5,500</td>
<td></td>
</tr>
<tr>
<td>Meeting Supplies</td>
<td>1,800</td>
<td></td>
</tr>
<tr>
<td>Membership</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>1,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total Operations**

| Operations Total | $12,500 |

### Programs

#### Education and Public Awareness

<table>
<thead>
<tr>
<th>Education and Public Awareness</th>
<th>FY 2009-10</th>
<th>FY 2009-10 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battery Collection Containers</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Cash for Trash</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Earth Day</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Information Booklet</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Magnet</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Media Campaign</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Promotion Items</td>
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<tr>
<td>Recycling Vessels</td>
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<tr>
<td>School Recycling</td>
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<td></td>
</tr>
<tr>
<td>Tulare County Fair</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>WRAP Awards</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2,000</td>
<td></td>
</tr>
</tbody>
</table>

**Education and Public Awareness Total**

| Education and Public Awareness Total | $52,575 |

#### Miscellaneous Programs

<table>
<thead>
<tr>
<th>Miscellaneous Programs</th>
<th>FY 2009-10</th>
<th>FY 2009-10 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beverage Container</td>
<td>35,000</td>
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</tr>
<tr>
<td>Multi-Family Containers</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Blue, Recycle Containers</td>
<td>15,000</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous Programs Total**

| Miscellaneous Programs Total | $65,075 |

**Total Expenditures**

| Total Expenditures | $135,335 |

**Excess Revenue/Expenditures**

| Excess Revenue/Expenditures | $25,990 |
|-----------------------------| $8,490  |
# MANAGEMENT AUTHORITY
## FY 2009-10 ADOPTED BUDGET

<table>
<thead>
<tr>
<th>MEMBER FUNDS</th>
<th>FY 2009-10 ADOPTED BUDGET</th>
<th>FY 2009-10 PROPOSED ADOPTED (est. Bills)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottle Bill Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottle Bill Carryover</td>
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<td></td>
</tr>
<tr>
<td>Member Fund Contribution</td>
<td>$433,640</td>
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<tr>
<td>Member Fund Carryover</td>
<td>$325,273</td>
<td>$325,273</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$799,113</td>
<td>$799,113</td>
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</table>

<table>
<thead>
<tr>
<th><strong>EXPENDITURES</strong></th>
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</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATOR SERVICES</td>
<td>55,000</td>
</tr>
<tr>
<td>OPERATIONS</td>
<td>55,000</td>
</tr>
<tr>
<td>Conference &amp; Travel</td>
<td>5,500</td>
</tr>
<tr>
<td>Meeting Supplies</td>
<td>1,800</td>
</tr>
<tr>
<td>Membership</td>
<td>200</td>
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<td>Office Supplies</td>
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<td>Accounting</td>
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<td>Audit</td>
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<td>Bank Service Chg</td>
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<td>Finance Charge</td>
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<td>Insurance</td>
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<td>Legal</td>
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<td><strong>Operations Total</strong></td>
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<table>
<thead>
<tr>
<th><strong>PROGRAMS</strong></th>
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<tbody>
<tr>
<td>Education and Public Awareness Battery Collection Containers</td>
<td></td>
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<tr>
<td>Cash for Trash</td>
<td></td>
</tr>
<tr>
<td>Earth Day Information Booklet</td>
<td>2,000</td>
</tr>
<tr>
<td>Magnet</td>
<td></td>
</tr>
<tr>
<td>Media Campaign</td>
<td>6,075</td>
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<tr>
<td>Promotional Items</td>
<td>12,500</td>
</tr>
<tr>
<td>Recycling Wheels</td>
<td></td>
</tr>
<tr>
<td>School Recycling</td>
<td>20,000</td>
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<tr>
<td>Tidem County Fair</td>
<td>3,500</td>
</tr>
<tr>
<td>Website</td>
<td>2,500</td>
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<tr>
<td>WRAP Awards</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td>Ed. &amp; Public Awareness Total</td>
<td>$52,575</td>
</tr>
</tbody>
</table>

| Beverage Container |               |
| Multi-Family Containers | 20,000 |
| Blue, Recycle Containers | 15,000 |
| Cyclomax Event Containers |               |
| **Beverage Container** | $35,000 |

| **Miscellaneous Programs** |               |
| CSET Beverage Container |               |
| CSET School Education |               |
| Household Haz Waste | 202,000 | 202,000 |
| C & D Subsidy | 150,000 | 150,000 |
| Waste-to-Energy | 125,000 | 125,000 |
| **Miscellaneous Programs Total** | $477,000 | $477,000 |

| **TOTAL EXPENDITURES** | $541,915 | $411,676 |
| **Excess Revenue/Expenditures** | $217,186 | $117,838 |
SUBJECT: APPROVAL OF LEASE AGREEMENT WITH CITY OF LINDSAY FOR LINDSAY ANIMAL SHELTER

SOURCE: Police Department

COMMENT: The City of Porterville Animal Control Unit has been in operation for nine (9) months. The Animal Control Officers pick up an average of 150 dogs per month. With the limited kennel space available, the Animal Control Unit has found it challenging to keep the animal population at a manageable and safe number.

One approach to achieving this is to lease the Lindsay Animal Shelter for holding any overflow of animals. The City of Lindsay has offered the use of their shelter at a nominal cost of $1.00 per year, provided we enter a five year lease agreement. Entering into such an agreement would be beneficial to the animal control efforts of the city and improve the ability to manage and provide a safe environment for the animals.

The efforts to design and develop a local animal shelter in the community are underway and continuing by city staff. This lease would provide the Animal Control Unit with additional kennel space in the interim.

RECOMMENDATION: Authorize and direct the Mayor to execute the Lease Agreement with the City of Lindsay.

ATTACHMENTS: Lease Agreement

Item No. 12
AGREEMENT FOR LEASE OF PREMISES

THIS AGREEMENT, is entered into as of this ____ day of ________________, 2009 by and between the CITY OF LINDSAY, hereinafter referred to as "Lessor", and CITY OF PORTERVILLE, hereinafter referred to as "Lessee", with respect to the following:

WHEREAS, Lessor owns the real property located at 23611 Road 196 in the City of Lindsay, County of Tulare, California and more particularly known as the Lindsay Animal Shelter; and

WHEREAS, Lessee desires to lease the property for the sheltering of animals picked up during animal control efforts; and

WHEREAS, Lessor is willing to enter into a lease with Lessee under the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

1. LEASE, TERM, OPTION TO EXTEND, HOLDOVER, ASSIGNMENT, SUBLETTING

1.1 Lease.
Lessee will lease the Premises located at 23611 Road 196, in the City of Lindsay, County of Tulare, California, from Lessor on the terms and conditions as described and set forth below.

1.2 Lessee's Possession Date and Term.
Lessee will be entitled to exclusive possession of the Premises on the date to be mutually agreed upon by Lessee and Lessor. The term of this lease shall begin on November 1, 2009, and shall remain in effect for a period of five (5) years, to and including October 31, 2014.

1.3 Lessee's Option to Extend Term.
Provided Lessee is not then in default of this Lease, Lessee may extend this Lease on a year-to-year term from the expiration date of the initial term by serving a Notice of Election to Extend on Lessor at least 30 calendar days before the expiration of the initial term. The year-to-year term will be subject to the same terms and conditions as the initial term of this agreement, unless as otherwise agreed by the parties in writing, until the tenancy is terminated in a manner provided by law.

1.4 Holdover without Consent.
If Lessee holds over beyond the expiration of the initial term of this Lease without the written consent of Lessor, the holding over will be deemed a month-to-month tenancy until the tenancy is terminated in a manner provided by law.

1.5 Assignment and Subletting.
Lessee has no specific plans to sublet any portion of the Animal Shelter Facility, however, reserves the right to sub-lease all or any part of the premises, provided it first notifies Lessor in writing. Lessee may not assign its interest in this Agreement to any other person or entity.

2. RENT

2.1 Amount.
Lessee will pay the following rent to Lessor for the exclusive use and occupancy of the Premises.

2.1.1 Annual Rent.
Lessee shall pay as rent for the term of this lease, the annual sum of One Dollar ($1.00), payable to lessor in advance annually.
2.1.2 Place of Payment.
Lessees will pay all rent to the City of Lindsay Finance Department, located at 251 E. Honolulu Street, Lindsay, California 93247.

3. USE OF PREMISES.

3.1 Allowed Uses.
Lessees and Lessee's subtenants will use the Premises only for the provision of animal sheltering, care and other services related to the operation of an animal control program, unless Lessee first obtains Lessor's written consent for other uses. Lessee will use the Premises in compliance with all laws, ordinances, and other governmental regulations now in force or which may hereafter be in force relating thereto, including, but not limited to all building, safety and public health requirements and regulations.

3.2 Prohibited Uses.
Lessees will not commit or permit the commission of any acts on the Property that:

1. Increase Lessor's existing rates for, or causes the cancellation of, any fire, casualty, liability, or other policy of Lessor insuring the Premises or its contents; or

2. Violate or conflict with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereafter enacted, applicable to the Premises; or

3. Constitute waste on the Premises, or the maintenance of a nuisance as defined by the laws of California.

4. MAINTENANCE, REPAIR AND UPKEEP.

4.1 Lessee's Responsibilities.
Lessees will be responsible for all maintenance, repair and upkeep of the Premises including all building interiors and exteriors, all exterior structures, grounds and landscaping and attached equipment and fixtures, including fire extinguishers, whether furnished or constructed by Lessor or by Lessee, all pest control, and all parking areas. Lessee will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises during the term of the lease, at no cost to Lessor, including codes requiring fire extinguishers or other fire suppression equipment. If Lessee is required by any code or regulation to construct any alteration as a result of Lessee's, or any subtenant's particular and specific use of the Premises, or if Lessee is required to repair any deterioration or damage to the Premises caused by Lessee's clients, invitees, or subtenants, or by Lessee's lack of ordinary care, Lessee will either directly pay, or will reimburse Lessor for, the reasonable cost thereof.

Lessees will be responsible for providing all custodial service and supplies for the Premises. On the expiration or termination of this Lease, Lessee will deliver the Premises to Lessor in as good condition and repair as existed upon possession of Premises, reasonable wear and tear and damage by the elements excepted.

5. UTILITIES.

5.1 Lessee's Responsibilities.
Lessees shall be responsible for and will pay for all utilities and services furnished to the Premises, including gas, electricity, telephone, water, trash collection, and all related connection charges.

6. LESSEE'S ALTERATIONS.

6.1 Alterations Permitted.
Lessees may make such alterations, additions or improvements to the interior of the building on the Premises as Lessee deems necessary in order to conduct Lessee's business on the Premises, including the addition, rerouting or
expansion of electrical circuits, telephone and data lines. Lessee may install such signs, awnings, canopies, marquee's or other advertising of Lessee's or any subtenant's services on any exterior wall, door or window on the building, provided that such changes must not weaken or cause structural damage to the building or reduce the value of the Premises or result in a lien upon the Premises. All signs, awnings, canopies, or marquee's displayed on any exterior wall, door or window on the building shall be in compliance with applicable City and/or County Codes. Lessor will be notified in writing before any alterations, additions or improvements are undertaken by Lessee. All such alterations, additions or improvements will be at Lessee's sole expense.

6.2 Permits.
Lessor will obtain all governmental permits required for such changes, and such changes must comply with all applicable laws and regulations.

6.3 Lessor's Inspection.
Lessor may, at Lessor's own expense, inspect any of Lessee's work carried out under the terms of this paragraph 6, and may consult with any contractor, subcontractor or architect, as to any aspect of such work.

6.4 Ownership and Removal.
All alterations, additions, improvements, signs, awnings, canopies, marquee's or other advertising provided by Lessee or and subtenant and not removed by Lessee within 30 days of the expiration or other termination of the lease will become the property of Lessor, unless Lessor instructs Lessee in writing to remove the same at Lessee's sole expense. Lessee will promptly repair any damage to the Premises caused by any such removal, at no cost to Lessor.

7. INSURANCE.

7.1 Insurance
Lessor shall, at its' expense, insure the improvements on the premises against the perils of fire and extended coverage, with loss payable to the City of Lindsay, with coverage in the full amount of the replacement value of all improvements on the premises. Lessee shall maintain public liability insurance, or any approved self-insurance program, with ten (10) million dollar limits, with City of Lindsay as a named insured, covering any and all liability arising out of the possession, use and maintenance of the premises.

8. INDEMNITY.

8.1 Lessor's Indemnity.
To the fullest extent permitted by law, Lessor will hold harmless, defend and indemnify Lessee from and against any liability, claims, actions, costs, damages or losses and expenses (including, without limitation, reasonable attorneys' fees and expenses) for injury, including death, to any person or damage to any property resulting from Lessor's acts or omissions with respect to the Premises. Lessor's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

8.2 Lessee's Indemnity.
To the fullest extent permitted by law, Lessee will hold harmless, defend and indemnify Lessor from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions under California Prevailing Wage laws or any other applicable statute or ordinance, resulting from Lessee's acts or omissions with respect to the Premises. Lessee's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

9. CONDEMNATION.

9.1 Lessee's Right to Terminate.
In the event of a total or partial taking of the Premises by an entity other than Lessee, exercising the right of eminent domain, which taking renders the majority of the Premises useless for the uses permitted under this Lease, Lessee will have the option of terminating this Lease.
10. TERMINATION FOR CAUSE.

10.1 Cause.
Either party may terminate this Agreement for cause without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. Cause for the purpose of this Agreement exists if a party:

(a) is adjudged bankrupt, or
(b) becomes insolvent or has a receiver appointed, or
(c) makes a general assignment for the benefit of creditors, or
(d) suffers 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
(e) materially breaches this Agreement.

10.2 Notice to Defaulting Party.
For any of the above occurrences except item (e), 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 only after the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within 5 calendar days of delivery of a written notice specifying the nature of the breach. If the breach is not remedied within that 5-day period, the non-defaulting party may terminate this Agreement by delivering a further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within the 5-day period, the defaulting party may deliver a written proposal to the non-defaulting party 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 will not be unreasonably withheld, the defaulting party will immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate after delivering a written notice specifying the date of termination.

10.3 Delivery of Notices.
Notices given pursuant to this or any other section, shall be delivered in person or mailed by certified mail, with postage prepaid.

10.4 Obligations Surviving Termination.
Termination of this Agreement will 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.

10.5 Unlawful Detainer.
The notices provided for in paragraph 10.2 are in addition to any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure section 1161 et seq.

11. MISCELLANEOUS.

11.1 Quiet Enjoyment.
Upon the payment of the rent and reimbursables and the performance of all the terms, covenants and conditions by Lessee to be performed as herein provided, Lessee will be allowed to peaceably and quietly hold and enjoy the Premises during the term of this lease, or any extended term thereof.

11.2 Surrender.
Lessee will peaceably surrender possession of the Premises upon the expiration or other termination of this lease, and will return the Premises to Lessor in as good a condition as when received, reasonable wear and tear and damage from the elements excepted, except for so much of said Premises as may be injured or destroyed by fire, earthquake or other casualty not the fault of Lessee.
11.3 Amendment.
This Agreement may be modified, amended or terminated at any time by mutual consent in writing of the parties hereto.

11.4 Entire Agreement Represented.
This Agreement represents the entire understanding between Lessor and Lessee 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, waived or repealed without the written consent of both parties.

11.5. 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.

11.6 Interpretation.
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.

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

11.8 Governing Law.
This Agreement will 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 will be brought in Tulare County, California. Lessor waives the removal provisions of California Code of Civil Procedure Section 394.

11.9 Waivers.
The failure of either party to insist on strict compliance with any provision of this Agreement will 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 will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

11.10 Exhibits and Recitals.
All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11.11 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 will 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 will continue in full force and effect. If either party, exercising its sole discretion, elects to defend this agreement against a third party suit alleging any invalidity in this Agreement, they must do so at their own expense.

11.12 Further Assurances.
Each party will execute any additional documents and will perform any further acts which may be reasonably required to effect the purposes of this Agreement. Lessee will, on request by Lessor, execute appropriate estoppel certificates and attornements in favor of any trust deed holders or encumbrances.

11.13 Assurances of Non-discrimination.
Lessor will not discriminate in employment or the performance of the work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

11.14 Lessor's Right to Enter to Inspect and Post.
Lessee will permit Lessor and its agents to enter upon the Premises at all reasonable times for the purpose of posting notices of non-responsibility for alterations or additions made by Lessee, or for the purpose of inspecting the Premises, and, within six (6) months prior to the expiration of the term of this Lease, or any extension thereof, will permit Lessor to enter for the purpose of placing ordinary for sale or for lease signs.

11.15 Brokers.
All negotiations relative to this Agreement have been carried out directly by representatives of Lessor and Lessee without the participation of brokers and each party represents to the other that there are no unpaid broker's fees in connection with this Agreement.

11.16 Encumbrance of Premises.
Lessor may encumber the Premises so long as Lessee's quiet enjoyment of the Premises is not disturbed thereby.

11.17 Notices.
All notices required to be given under this Agreement must be delivered to the addresses set forth below, unless otherwise instructed in writing, and will be deemed delivered on the following dates:

11.17.1 Notice to Lessor.
When delivered to Lessor in person, or when mailed by certified mail, postage prepaid, to City of Lindsay at 251 East Honolulu Street, Lindsay, California 93247.

11.17.2 Notice to Lessee.
When delivered to Lessee in person, or when mailed by certified mail, postage prepaid, to City of Porterville, 291 North Main Street, Porterville, California 93257.

11.18 Successors and Assigns.
This Agreement is binding on and will inure to the benefit of the successors and assigns of the parties, but nothing in this section shall be construed as consent by Lessor to any sublease or assignment by Lessee if such consent is otherwise required by the terms of this Agreement.

11.19 Duplicate Originals.
This Agreement will be executed in duplicate originals.

11.20 Time of the Essence.
Time is of the essence of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF LINDSAY

Date: ________________________

By: ________________________
   Ed Murray, Mayor
   LESSOR

ATTEST:

By: ________________________
   Scot B. Townsend, City Clerk

CITY OF PORTERVILLE

Date: ________________________

By: ________________________
   Pete McCracken, Mayor
   LESSEE

ATTEST:

By: ________________________
   John Lollis, City Clerk

Approved as to form:

By: ________________________
   Julia Lew, City Attorney
SUBJECT: VISALIA'S HAZ MAT PROGRAM

SOURCE: FIRE DEPARTMENT

COMMENT: FOR INFORMATION ONLY

Since March 21, 1995, the City of Porterville, along with all of the other cities in the County, and the County of Tulare through a Joint Powers Agreement, has relied on the Visalia Fire Haz Mat Team to respond to, identify and mitigate significant hazardous materials releases. Under the current agreement, the Visalia Fire Haz Mat Team only bills for actual responses, when they are requested by the authority having jurisdiction. On July 23, 2009, the Visalia Fire Department notified the Tulare County Operational Area Emergency Council (Emergency Council) that the City of Visalia is no longer able to fund the annual operational costs of the Visalia Haz Mat Team, due to recent budget cuts. The 2009/2010 annual operational costs are projected at $119,312.

The Emergency Council has recommended keeping a local Haz Mat Team and has met to discuss options to keep the Team funded, including the assessment of a fee through the Certified Unified Program Agency (CUPA). Tulare County operates the CUPA, which consolidates, coordinates, and makes consistent the administrative requirements, permits, inspections, and enforcement activities of six environmental and emergency response programs for all hazardous materials located in Tulare County. A request was submitted to County Counsel to render an opinion as to whether or not such a fee could be assessed through the CUPA, however, the Counsel has not yet responded and such a response may take several months.

The Emergency Council was tasked with finding an alternative funding source prior to November 1, 2009. If the Cities and the County desire to keep the Haz Mat Team operational, then one-half of the annual operating costs or $60,000 (the City of Porterville's portion is $7,075) is due to the City of Visalia by November 1, 2009. If no alternative funding model is identified by that time, then the City of Visalia will move towards a 30-day notice to terminate the agreement.

Should the funding not be secured, then the alternative plan is to use the Fresno or Bakersfield Fire Departments' Haz Mat Teams.
While their response time may be much greater, there would be no annual maintenance costs to the Cities or County, only a fee for an actual response.

In the 14 years that the agreement has been in existence, the City of Porterville Fire Department has used the Visalia Haz Mat Team services twice. The most recent request for the Visalia Haz Mat Team was the incident dealing with an unknown substance at North Villa.

ATTACHMENT: Cost Sharing Visalia Haz Mat Program Matrix
<table>
<thead>
<tr>
<th>City</th>
<th>Population</th>
<th>Population %</th>
<th>Annual Cost Sharing Amount</th>
<th>Semi-Annual Cost Sharing Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tulare County</td>
<td>145,123</td>
<td>33%</td>
<td>$39,446</td>
<td>$19,723</td>
</tr>
<tr>
<td>Dinuba</td>
<td>21,237</td>
<td>5%</td>
<td>$5,772</td>
<td>$2,886</td>
</tr>
<tr>
<td>Exeter</td>
<td>10,665</td>
<td>2.42%</td>
<td>$2,899</td>
<td>$1,449</td>
</tr>
<tr>
<td>Farmersville</td>
<td>10,771</td>
<td>2.44%</td>
<td>$2,928</td>
<td>$1,464</td>
</tr>
<tr>
<td>Lindsay</td>
<td>11,684</td>
<td>2.65%</td>
<td>$3,176</td>
<td>$1,588</td>
</tr>
<tr>
<td>Porterville</td>
<td>52,056</td>
<td>11.79%</td>
<td>$14,149</td>
<td>$7,075</td>
</tr>
<tr>
<td>Tulare</td>
<td>58,506</td>
<td>13.25%</td>
<td>$15,903</td>
<td>$7,951</td>
</tr>
<tr>
<td>Visalia</td>
<td>123,870</td>
<td>28%</td>
<td>$33,615</td>
<td>$16,808</td>
</tr>
<tr>
<td>Woodlake</td>
<td>7,769</td>
<td>1.76%</td>
<td>$2,112</td>
<td>$1,056</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>441,481</strong></td>
<td><strong>100%</strong></td>
<td><strong>$120,000</strong></td>
<td><strong>$60,000</strong></td>
</tr>
</tbody>
</table>
SUBJECT: RESCIND RESOLUTION 02-2009 AND ADOPT A REVISED RESOLUTION ESTABLISHING A REPAYMENT SCHEDULE FROM THE FARMING OPERATION TO THE GENERAL FUND FOR COSTS INCURRED IN THE REPLACEMENT OF THE PORTERVILLE MUNICIPAL AIRPORT KIT FOX PRESERVE

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: At the January 6, 2009, City Council meeting, the Council approved a resolution defining terms for the farming of the former San Joaquin Kit Fox preserve (Preserve) and defining terms for the repayment of general fund monies used to remove the Preserve designation. The Preserve was established as a mitigation measure for the 1990 Porterville Municipal Airport Master Plan. The Preserve size was 20 acres of Airport property with a six (6) acre travel corridor.

Upon review of the repayment schedule for costs incurred in the replacement in the Preserve, it was found that information was incorrectly listed in adopted Resolution No. 02-2009. The resolution states an expenditure of $80,000 was made through General Fund money for Airport property. Mitigation bank credits were purchased at $5,000 per acre as shown on the attached bills of sale. The amount listed in the resolution should have been $100,000.

Additionally, Resolution No. 02-2009 stated “the previous Preserve is designated as aviation revenue producing and may be used for commercial purposes which support the Airport Enterprise Fund.” This was stated in error. The resolution should have stated “the area is not designated as aviation revenue production, but may be used on an interim basis for incidental commercial purposes which support the Airport Enterprise Fund.”

The remaining conditions, such as the farming agreement for the Airport held by Jeff Sheets, remain the same as well as the repayment plan that monies from the farming operations, up to $2,500 per year, would be allocated without interest to pay-down the correct amount of $100,000. Any monies over $2,500 per year would be split 50% to repay the mitigation bank cost and 50% to the Airport Fund.

Attached is a draft resolution to rescind Resolution No. 02-2009 and a draft resolution with the corrections incorporated.
RECOMMENDATION: That the City Council:
1. Adopt draft resolution to rescind Resolution No. 02-2009
2. Adopt the new draft resolution

ATTACHMENTS:

1. Resolution No. 02-2009
2. Bills of Sale
3. Draft Resolution to Rescind Resolution No. 02-2009
4. Draft Resolution
RESOLUTION NO. 02-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ESTABLISHING A REPAYMENT SCHEDULE FROM THE FARMING OPERATION TO THE GENERAL FUND FOR COSTS INCURRED IN THE REPLACEMENT OF THE PORTERVILLE MUNICIPAL AIRPORT KIT FOX PRESERVE

Whereas, the City of Porterville (City) adopted the current Porterville Municipal Airport Master Plan (Airport) in April, 1990; and

Whereas, the City was required to establish a San Joaquin Kit Fox Preserve (Preserve) on 20 acres at the southwest corner of the airport; and

Whereas, the City maintained the Kit Fox preserve on Airport property until April 1, 2008; and

Whereas, through the expenditure of $80,000 in the general fund proceeds of the sale of 35 acres of City owned property on which Southern California Edison will construct a service center, the Preserve was removed through the City purchase of Kit Fox conservation credits in two established mitigation banks, Kreyenhagen and Allensworth which were approved by the United States Fish and Wildlife Service; and

Whereas, the previous Preserve is designated as aviation revenue producing and may be used for commercial purposes which supports the Airport Enterprise Fund; and

Whereas, Jeff Sheets currently operates a farming operation on leased Airport land has indicated his desire to farm the area consistent with his current agreement to farm other Airport properties not otherwise leased; and

Now, therefore, be it resolved as follows:

1. Jeff Sheets, or his approved successor, is hereby authorized to farm the area consistent with the terms of his agreement with the City, provided the area is severable and may be used for other Airport or commercial purposes on 90 days notice.

2. Jeff Sheets or his approved successor, shall pay to the Airport monies received from the farming of the area and these monies shall be specifically designated and separated from other payments to the City.

3. The City shall allocate the monies, through the Airport Enterprise Fund to the General fund to repay the debt of removing the kit fox habitat area. All monies received annually up to and including $2,500 shall be paid to the General Fund; and if payment is in excess of $2,500, then 50% of the additional amount shall be
allocated to the repayment of the debt and 50% shall remain with the Airport Enterprise Fund.

4. The General Fund shall not charge any interest for the debt which has been incurred.

5. The City's Director of Finance shall make an annual accounting of the status of the debt.

This Resolution shall become effective on January 6, 2009.

ADOPTED this 6th day of January, 2009.

Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
STATE OF CALIFORNIA  )
CITY OF PORTERVILLE  )  SS
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 the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 6th day of January, 2009.

THAT said resolution was duly passed, approved, and adopted by the following vote:

<table>
<thead>
<tr>
<th>Council</th>
<th>McCracken</th>
<th>P. Martinez</th>
<th>P. Martinez</th>
<th>Ward</th>
<th>Hamilton</th>
</tr>
</thead>
<tbody>
<tr>
<td>AYES:</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>NOES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSENT:</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

JOHN LONGLEY, City Clerk

[Signature]
Luisa Herrera, Deputy City Clerk
KREYENHAGEN HILLS CONSERVATION BANK
AGREEMENT FOR SALE OF CONSERVATION CREDITS
Porterville Airport Kit Fox Mitigation Replacement Project

This Agreement is entered into this 15th day of April, 2008, by and between WILDLANDS, INC. (Bank Owner) and the CITY OF PORTERVILLE (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the Kreyenhagen Hills Conservation Bank (Bank) located in Fresno County, California; and

B. The Bank was approved by the United States Fish and Wildlife Service (Service) on December 23, 2005, and is currently in good standing with this agency; and

C. The Bank Owner has received approval from the Service to offer San Joaquin kit fox credits (Conservation Credits) for sale as compensation for the loss of San Joaquin kit fox (Vulpes macrotis mutica), the western spadefoot toad (Scaphiopus hammondii) and associated habitat features through the Kreyenhagen Hills Conservation Bank Agreement (Bank Agreement); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact San Joaquin kit fox, and seeks to compensate for the loss of San Joaquin kit fox by purchasing Conservation Credits from Bank Owner; and

E. Project Applicant has been authorized by the Service in an email from Susan Jones dated March 17, 2008, to purchase from the Bank Owner 4.31 Conservation Credits upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank Owner and Bank Owner desires to sell to Project Applicant 4.31 Conservation Credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby sells to Project Applicant and Project Applicant hereby purchases from Bank Owner 4.31 Conservation Credits for the purchase price of $21,550.00. The Bank Owner will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said Conservation Credits shall be paid by wire transfer of funds according to written instructions by Bank Owner to Project Applicant, or at the option of Bank Owner, by check made payable to Wildlands, Inc.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold,
or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Conservation Credits sold to Project Applicant. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by all state or federal jurisdictional agencies.

4. The Conservation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise his/her/its right to purchase the Conservation Credits within 90 days of the date of this Agreement. After the 90 day period this Agreement will be considered null and void.

6. Upon purchase of the credits specified in paragraph E above, the Bank Owner shall submit to the parties listed in the Notices section of the Bank Agreement, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated inventory ledger. The updated inventory ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory ledger should include all sales data from bank opening/establishment to the present.

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

BANK OWNER:

WILDLANDS, INC.

By: [Signature] Date: 4/1/2008
Jeff Mathews
Director of Sales and Marketing

PROJECT APPLICANT:

CITY OF PORTERVILLE

By: [Signature] Date: 4/10/08
Brad Dunlap
Community Development Director
EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Twenty-six (26) acres of San Joaquin kit fox habitat is required for the Porterville Airport Kit Fox Mitigation Replacement Project located in the City of Porterville, in Tulare County. 21.69 Conservation Credits will be purchased from Wildlands' Allensworth Conservation Bank and 4.31 Conservation Credits will be purchased from Wildlands' Kreyenhagen Hills Conservation Bank to fulfill the entire 26 acre requirement.

****
EXHIBIT "B"

BILL OF SALE

Contract # KHCB-08-11

Porterville Airport Kit Fox Mitigation Replacement Project

In consideration of $21,550.00, receipt of which is hereby acknowledged, Wildlands, Inc. (Bank Owner) does hereby bargain, sell and transfer to the CITY OF PORTERVILLE (Project Applicant), 4.31 Conservation Credits in the Kreyenhagen Hills Conservation Bank in Fresno County, California, developed, and approved by the U. S. Fish and Wildlife Service.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Owner covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: 4/17/08

Kreyenhagen Hills Conservation Bank
Wildlands, Inc

By: Mark Heintz  
Vice President - General Counsel
EXHIBIT "C"

KREYENHAGEN HILLS CONSERVATION BANK
SAN JOAQUIN KIT FOX CREDITS: PAYMENT RECEIPT

PARTICIPANT INFORMATION
Name: CITY OF PORTERVILLE
Address: 291 N. Main Street
        Porterville, CA 93257
Telephone: 559-782-7460
Contact: Brad Dunlap, Community Development Director

PROJECT INFORMATION
Project Description: Porterville Airport Kit Fox Mitigation Replacement Project
Species/Habitat Affected: San Joaquin kit fox
Credits to be Purchased: 4.31
Payment Amount: $21,550.00
Project Location: City of Porterville
County/Address: Tulare

PAYMENT INFORMATION
Payee: WILDLANDS, INC.
Payer: CITY OF PORTERVILLE
Amount: Twenty-one thousand five hundred fifty and 00/100 dollars ($21,550.00)
Method of payment: Cash Check No. Wire Transfer 2008041500000986

Received by: [Signature]
Mark Heintz
Vice President – General Counsel

Date: [Signature]
ALLENSWORTH CONSERVATION BANK
AGREEMENT FOR SALE OF CONSERVATION CREDITS
Porterville Airport Kit Fox Mitigation Replacement Project

This Agreement is entered into this 15th day of April, 2008, by and between WILDLANDS, INC. (Bank Owner) and the CITY OF PORTERVILLE (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the Allensworth Conservation Bank (Bank) located in Tulare County, California; and

B. The Bank was approved by the United States Fish and Wildlife Service (USFWS) on February 8, 2008 and is currently in good standing with this agency; and

C. The Bank Owner has received approval from the USFWS to offer San Joaquin kit fox credits for sale (Conservation Credits) as specified in the Conservation Bank Agreement through the Allensworth Conservation Bank Agreement (Bank Agreement); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact habitat thereon; and seeks to compensate for the loss of habitat by purchasing Conservation Credits from Bank Owner; and

E. Project Applicant has been authorized by the Service in an email from Susan Jones dated March 17, 2008, to purchase from the Bank Owner 21.69 Conservation Credits upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank Owner and Bank Owner desires to sell to Project Applicant 21.69 Conservation Credits.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby sells to Project Applicant and Project Applicant hereby purchases from Bank Owner 21.69 Conservation Credits for the purchase price of $108,450.00. The Bank Owner will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said Conservation Credits shall be paid by wire transfer of funds according to written instructions by Bank Owner to Project Applicant, or at the option of Bank Owner, by check made payable to Wildlands, Inc.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Conservation Credits sold to
Project Applicant. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by all state or federal jurisdictional agencies.

4. The Conservation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise his/her/its right to purchase the Conservation Credits within 90 days of the date of this Agreement. After the 90-day period, this Agreement will be considered null and void.

6. Upon purchase of the credits specified in paragraph E above, the Bank Owner shall submit to the parties listed in the Notices section of the Bank Agreement copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated inventory ledger. The updated inventory ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory ledger should include all sales data from bank opening/establishment to the present.

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

BANK OWNER:

WILDLANDS, INC.

By: ___________________________ Date: 4/10/2008

Jeff Mathews
Director of Sales and Marketing

PROJECT APPLICANT:

CITY OF PORTERVILLE

By: ___________________________ Date: 4/10/08

Brad Dunlap
Community Development Director
EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Twenty-six (26) acres of San Joaquin kit fox habitat is required for the Porterville Airport Kit Fox Mitigation Replacement Project located in the City of Porterville, in Tulare County. 21.69 Conservation Credits will be purchased from Wildlands' Allensworth Conservation Bank and 4.31 Conservation Credits will be purchased from Wildlands' Kreycenhausen Hills Conservation Bank to fulfill the entire 26 acre requirement.

****
EXHIBIT "B"

BILL OF SALE

Contract # ACB-08-02

Porterville Airport Kit Fox Mitigation Replacement Project

In consideration of $108,450.00, receipt of which is hereby acknowledged, Wildlands, Inc. (Bank Owner) does hereby bargain, sell and transfer to the CITY OF PORTERVILLE (Project Applicant), 21.69 Conservation Credits in the Allensworth Conservation Bank in Tulare County, California, developed and approved by the U.S. Fish and Wildlife Service.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Owner covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: 4/17/08

Allensworth Conservation Bank
Wildlands, Inc

By: Mark Heintz
Vice President – General Counsel
EXHIBIT "C"

ALLENSWORTH CONSERVATION BANK
SAN JOAQUIN KIT FOX CREDITS: PAYMENT RECEIPT

PARTICIPANT INFORMATION

Name: CITY OF PORTERVILLE

Address: 291 N. Main Street
Porterville, CA 93257

Telephone: 559-782-7460

Contact: Brad Dunlap, Community Development Director

PROJECT INFORMATION

Project Description: Porterville Airport Kit Fox Mitigation Replacement Project

Service File Number:

Species/Habitat Affected: San Joaquin kit fox

Credits to be Purchased: 21.69

Payment Amount: $108,450.00

Project Location: City of Porterville

County/Address: Tulare

PAYMENT INFORMATION

Payee: WILDLANDS, INC.

Payer: CITY OF PORTERVILLE

Amount: One hundred eight thousand four hundred fifty and 00/100 dollars ($108,450.00)

Method of payment: Cash

Received by: __________________________ Date: 4/17/08

Mark Heintz
Vice President – General Counsel
RESOLUTION NO. ___-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
TO RESCIND RESOLUTION NO. 02-2009

WHEREAS, on January 6, 2009, the City of Porterville (City) adopted Resolution No. 02-2009, which approved a repayment schedule from the farming operation to the General Fund for costs incurred in the replacement of the Porterville Municipal Airport Kit Fox Preserve from the current Porterville Municipal Airport Master Plan (Airport) in April, 1990; and

WHEREAS, upon review of the repayment schedule for costs incurred in the replacement in the Preserve, it was found that information was incorrectly listed in adopted Resolution 02-2009. The resolution states an expenditure of $80,000 was made through General Fund money for Airport property. Mitigation bank credits were purchased at $5,000 per acre as shown on the attached bills of sale. The amount listed in the resolution should have been $100,000; and

WHEREAS, Resolution No. 02-2009 stated “the previous Preserve is designated as aviation revenue producing and may be used for commercial purposes which support the Airport Enterprise Fund.” This was stated in error. The resolution should have stated “the area is not designated as aviation revenue production, but may be used on an interim basis for incidental commercial purposes which support the Airport Enterprise Fund;” and

NOW THEREFORE BE IT RESOLVED that the City Council does hereby rescind Resolution No. 02-2009.

This Resolution shall become effective on October 6, 2009.

ADOPTED this 6th day of October, 2009.

__________________________________________
Pete V. McCraken, Mayor

ATTEST:

John Lollis, City Clerk

By ____________________________
   Patrice Hildreth, Chief Deputy City Clerk

ATTACHMENTS
ITEM NO. 3
RESOLUTION NO. ___-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING A REPAYMENT SCHEDULE FROM THE
FARMING OPERATION TO THE GENERAL FUND FOR COSTS
INCURRED IN THE REPLACEMENT OF THE
PORTERVILLE MUNICIPAL AIRPORT KIT FOX PRESERVE

WHEREAS, the City of Porterville (City) adopted the current Porterville Municipal Airport
Master Plan (Airport) in April, 1990; and

WHEREAS, the City was required to establish and San Joaquin Kit Fox Preserve (Preserve)
on 20 acres at the southwest corner of the airport; and

WHEREAS, the City maintained the Preserve on Airport property until April 1, 2008; and

WHEREAS, through the expenditure of $100,000 in the General Fund proceeds of the sale of
35 acres of City owned property to Southern California Edison, the Preserve was removed through
the City purchase of kit fox conservation credits in two established mitigation banks identified as,
Kreyenhagen and Allensworth and;

WHEREAS, the purchase of conservation credits was approved by the United States Fish and
Wildlife Service; and

WHEREAS, the previous Preserve area is not designated as aviation revenue producing, but
may be used on an interim basis for incidental commercial purposes which supports the Airport
Enterprise Fund; and

WHEREAS, Jeff Sheets currently operates a farming operation on leased Airport land has
indicated his desire to farm the area consistent with his current agreement to farm other Airport
properties not otherwise leased.

NOW THEREFORE BE IT RESOLVED:

1. Jeff Sheets, or his approved successor, is hereby authorized to farm the area consistent with
the terms of his agreement with the City, provided the area is severable and may be used for
other Airport or commercial purposes on 90 days notice.

2. Jeff Sheets or his approved successor, shall pay to the Airport monies received from the
farming of the area and these monies shall be specifically designated and separated from
other payments to the City.

3. The City shall allocate the monies, through the Airport Enterprise Fund to the General Fund
to repay the debt of removing the Preserve. All monies received annually up to and including

ATTACHMENT
ITEM NO. 4
$2,500 shall be paid to the General Fund; and if payment is in excess of $2,500, the 50% of the additional amount shall be allocated to the repayment of the debt and 50% shall remain with the Airport Enterprise Fund.

4. The General Fund shall not charge any interest for the debt which has been incurred.

5. The City’s Director of Finance shall make an annual accounting of the status of the debt.

This Resolution shall become effective on October 6, 2009.

ADOPTED this 6th day of October, 2009.

______________________________
Pete V. McCraken, Mayor

ATTEST:

John Lollis, City Clerk

By ___________________________
    Patrice Hildreth, Chief Deputy City Clerk
COUNCIL AGENDA: OCTOBER 6, 2009

SUBJECT: RESOLUTION FOR FUNDING FROM THE CALIFORNIA RELEAF AMERICAN RECOVERY AND REINVESTMENT ACT GRANT PROGRAM

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The City has been notified of qualification for $100,000 of ARRA funding for tree projects and urban forestry programs. The funding is the result of submission in January 2009 of potential tree/forestry projects. A final project application must now be submitted by October 23, 2009, and must be accompanied by a City Council Resolution authorizing the application. The grant funds must be fully expended by March 31, 2012.

The initial project interest statements submitted by staff indicated that the funding could be utilized by the City for the planting of new trees and for pruning/care of existing urban forestry trees. The final grant application will be prepared around these same activities. It is envisioned that about 50% of the funding will augment the Heritage Center Trail Extension Project for irrigation and landscape design and installation. The balance of the grant funds are proposed for pruning and shaping of existing trees.

RECOMMENDATION: Adopt the Resolution for funding from the California RELEAF American Recovery and Reinvestment Act Grant Program.

ATTACHMENTS: Resolution

[Signatures]

Director [Appropriated/Funded] City Manager

ITEM NO.: 15
RESOLUTION NO. 09-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE FOR FUNDING FROM THE CALIFORNIA RELEAF AMERICAN RECOVERY AND REINVESTMENT ACT PROGRAM

WHEREAS, California ReLeaf in cooperation with USDA Forest Service has enacted the California ReLeaf American Recovery and Reinvestment Act Grant Program, which provide funds for urban forestry programs; and

WHEREAS, California ReLeaf has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing applications by local agencies and nonprofit organizations under the program; and

WHEREAS, said procedures established by California ReLeaf require the applicant to certify by resolution the approval of application before submission of said application to California ReLeaf; and

WHEREAS, applicants must enter into a grant contract with California ReLeaf to carry out an urban forestry project.

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

1. Approves the filing of an application for the California ReLeaf American Recovery and Reinvestment Act Grant Program funds; and
2. Certifies that the City of Porterville has or will have sufficient funds to operate and maintain the project; and
3. Certifies that funds under the jurisdiction of the City of Porterville are available to begin the project; and
4. Certifies that the City of Porterville will expend the grant funds prior to March 31, 2012; and
5. Appoints Jim Perrine, Parks & Leisure Servicés Director to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, and payment requests which may be necessary for the completion of the grant project.

APPROVED AND ADOPTED this 6th day of October 2009.

____________________________________
Pete V. McCracken, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: RENEWAL OF PERSONNEL EXAMINING SERVICES AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND COOPERATIVE PERSONNEL SERVICES

SOURCE: Administrative Services/ Human Resources

COMMENT: In order for the City to continue to participate in the written testing programs offered through Cooperative Personnel Services, the attached Test Security Agreement must be approved by the City Council. This agreement is a vital personnel tool in the evaluation process for screening and selecting qualified individuals for employment. For the specific test services that the City utilizes, there are no increases in fees since our last agreement.

RECOMMENDATION: That the Council approve the attached draft resolution authorizing renewal of the Test Security Agreement with Cooperative Personnel Services, and authorize the City Manager or his designee to sign on behalf of the City.

Attachment: Draft Resolution
Test Security Agreement

Item No. 16
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO RENEW THE PERSONNEL EXAMINATION SERVICES AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND COOPERATIVR PERSONEL SERVICES

WHEREAS, the previous agreement for personnel examining services with Cooperative Personnel Services has expired; and

WHEREAS, such an agreement is a vital personnel tool in the evaluation process for selecting qualified individuals for certain key positions.

NOW, THEREFORE, BE IT RESOLVED that the Porterville City Council does hereby authorize the City Manager or his designee to enter into and sign an agreement with Cooperative Personnel Services, for the purpose of performing examining services for the City of Porterville

PASSED, APPROVED, AND ADOPTED this 6th day of October, 2009.

__________________________________________
Pete V. McCracken, Mayor

ATTEST:

John Lollis, City Clerk

By ____________________________
Patrice Hildreth, Chief Deputy City Clerk
TEST RENTAL AGREEMENT (TRA)

This Test Rental Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS Human Resource Services, a California joint powers authority (CPS), with offices at 241 Lathrop Way Sacramento, CA 95815 and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of the date it is signed by both parties.

A. Purpose. This agreement defines CPS test rental and security policies and procedures. CPS test rental security standards are designed to protect the mutual interests of all Clients that use test materials, as well as the interests of applicants who take CPS tests. In order that no person may gain special advantage by having improper access to the material, CPS requires that all users sign this agreement and fulfill its terms.

B. Ownership of CPS Tests. Client understands and acknowledges that CPS owns all rights, title and interest, including copyrights, in all CPS Tests, including stock, semi-stock, custom, and semi-custom tests. All CPS Tests that are provided under this Agreement are the property of CPS and shall remain the property of CPS, even while in the custody of Client. Additionally, semi-stock and semi-custom tests that have been constructed based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS shall own all rights, title and interest, including the copyright, in any test it creates for the Client. Therefore, Client shall only be allowed to use such tests in accordance with the terms of this Agreement. Ownership of individual test questions supplied by Client, if any, shall be governed by a separate agreement between CPS and Client.

C. Test Review, Ordering and Administration.

1. Review Copies. Client will be allowed to review CPS stock tests and other stock test materials (e.g., stock supplements, structured interview packages, and specialized item sets) free of charge. Client understands and acknowledges that the confidentiality of all Review Copies that CPS supplies is crucial to the continued usefulness of such materials. Therefore, Client shall be responsible for the security of all Review Copies and shall hold and store the Review Copies in a manner that will prevent loss and/or unauthorized access. Client is under no obligation to purchase exams after review. Client shall not reproduce any portion of a Review Copy under any circumstances.

2. Ordering Testing Materials and Scheduling of Examinations. At least 10-business-days prior to the test date, Client shall notify CPS of the total number of candidates in each job classification to be tested. If orders placed less than 10-business-days prior to the test date are processed, additional charges will apply. Client shall rent one test booklet per candidate to be tested. CPS shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS deems necessary.

3. Return of Test Materials. Within two weeks of the test date, Client shall return to CPS all Test Materials including all materials provided by CPS for the test administration, all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

4. No Re-Use of Test Materials. Client shall not reuse the tests on the Test Date or on any other date but shall return Test Materials to CPS within two weeks of the Test Date, whether or not the test was administered.

5. Pricing. In consideration of CPS’ performance of the testing services set forth in Exhibit B of this Agreement, Client agrees to pay CPS in accordance with the Written Test Price List in effect at the time of the rental arrangements. Client acknowledges and understands that the prices set forth in Exhibit B are only effective as of the date shown on Exhibit B and are subject to change. CPS shall bill Client at the billing address provided in Exhibit A, attached hereto.

Client shall be billed for any work done on a canceled or postponed test up to the time CPS is notified of such cancellation or postponement according to the prices in Exhibit B. Under certain circumstances, and in CPS’ sole discretion, credit may be given for work already performed if the test is rescheduled.

6. No Routine Candidate Test Materials Inspection. NO CANDIDATE INSPECTION SHALL BE ALLOWED OF TEST MATERIALS

7. Candidate Answer Sheet(s) Inspection. If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate’s own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.

Candidates are not allowed to review the question booklet during this inspection period.

Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Clients Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

8. Payment of Charges. Client will compensate CPS for Services by paying certain fees as set forth in Exhibit B. Client will pay all invoices within thirty (30) days from receipt of invoice.

9. Late Payment. Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, collection costs may be added to any invoice not paid within ninety (90) days.
D. Client Responsibilities and Indemnification.

1. Client shall perform all parts of the testing process which are not performed by CPS. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.

2. Client is responsible for insuring that all persons who handle Test Materials in any capacity for Client shall do so in compliance with this Agreement.

3. Subject to any applicable state Tort Claims Act, Client shall be responsible for any damage or any third party liability which may arise from the administration of a test to the extent of liability arising out of the negligence of Client.


1. Test Security. Client understands and acknowledges that the confidentiality of all Test Materials that CPS supplies is crucial to the continued usefulness of such Test Materials. Therefore, Client shall be responsible for the security of all Test Materials and shall hold and store the Test Materials in a manner that will prevent loss and/or unauthorized access. In addition, Client shall not reproduce test booklets or test questions under any circumstances.

2. Legal Proceedings Involving Test Materials. If Client receives a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS of such request immediately and well before a response is due. Upon CPS request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test materials must be disclosed under the applicable public records statute. Client shall cooperate with CPS in seeking any relief necessary to maintain the confidentiality of the testing materials. CPS shall defend, indemnify and hold Client harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to CPS pursuing protection of the Test Materials from disclosure.

F. Term and Termination of Agreement.

1. Term. The term of this Agreement is one year from its Effective Date.

2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS may result in the withholding or recall of Test Materials.

G. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at 241 Lathrop Way, Sacramento, CA 95815.

2. Dispute Resolution; Remedies. (A) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(B) If either CPS or Client determines to file a judicial action, then, in addition to any other remedies available at law or in equity to the parties for breach of this Agreement, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Waiver. The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.

5. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

6. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

7. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.
Exhibit A

I. Principal Signer By signing below, I represent the below-named person(s) is (are) authorized to handle CPS Test Materials on Clients' behalf and shall handle the CPS Test Materials in accordance with the terms of the CPS Test Rental Agreement currently in effect.

John Lollis, City Manager  
Name and Title  
City of Porterville  
Agency  
Signature  
Date  
October 6, 2009  
E-Mail  
jlollis@ci.porterville.ca.us  
(559) 782-7431  
(559) 715-4013  
Phone Number  
Fax Number  
291 N. Main Street  
Porterville, CA 93257  
Street Address, City, State, Zip  

II. Additional Signees  

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>E-mail Address / Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Josie Castaneda, HR Analyst</td>
<td><a href="mailto:jcastaneda@ci.porterville.ca.us">jcastaneda@ci.porterville.ca.us</a></td>
</tr>
<tr>
<td>Sarah Cardoza, HR Analyst</td>
<td><a href="mailto:scardoza@ci.porterville.ca.us">scardoza@ci.porterville.ca.us</a></td>
</tr>
<tr>
<td>Hortencia Diaz, Clerical Asst. III</td>
<td><a href="mailto:hdiaz@ci.porterville.ca.us">hdiaz@ci.porterville.ca.us</a></td>
</tr>
<tr>
<td>Patrice Hildreth, Admin Services Mgr</td>
<td><a href="mailto:phildreth@ci.porterville.ca.us">phildreth@ci.porterville.ca.us</a></td>
</tr>
</tbody>
</table>

III. Billing Contact  

Sarah Cardoza, HR Analyst  
Name and Title  
City of Porterville  
Agency  
Signature  
E-Mail  
scardoza@ci.porterville.ca.us  
(559) 782-7444  
(559) 782-7452  
Phone Number  
Fax Number  
291 N. Main Street  
Porterville, CA 93257  
Street Address, City, State, Zip  

COOPERATIVE PERSONNEL SERVICES DBA CPS HUMAN RESOURCE SERVICES, A CALIFORNIA JOINT POWERS AUTHORITY  

Howard Fortson, Ph.D.  
Manager, Test Rental Division  

Date
### Exhibit B

#### CPS Test Services Rates (Effective March 25, 2009)

**NOTE:** Prices are Subject To Change

<table>
<thead>
<tr>
<th>Description</th>
<th>STOCK TESTS*</th>
<th>MODULAR TESTS</th>
<th>SEMI-STOCK TESTS</th>
<th>CUSTOM TESTS</th>
<th>AGENCY TESTS</th>
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<tbody>
<tr>
<td>Base Fee (per order) ‡</td>
<td>$295.00</td>
<td>$395.00</td>
<td>$595.00</td>
<td>$995.00</td>
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<td>1-100 Candidates (per candidate)</td>
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<td>101-500 Candidates (per candidate)</td>
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<td>501+ Candidates (per candidate)</td>
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<td>Pick Up/Handling</td>
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<td>5%</td>
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<td>Standard Shipping/Handling **</td>
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<td>10%</td>
<td>10%</td>
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<tr>
<td>Expedited Shipping/Handling **</td>
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<tr>
<td>Premium Shipping/Handling **</td>
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<td>20%</td>
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<td>Shipping outside contiguous U.S.</td>
<td>CALL FOR DETAILS</td>
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**Entry Law/Fire Candidate Preparation Manuals**

<table>
<thead>
<tr>
<th>Quantity Per Booklet/Candidate Fee</th>
<th>Base Fee: $595.00</th>
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<tbody>
<tr>
<td>10 - 1000</td>
<td>Per Candidate Fee:</td>
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<tr>
<td>1001+ Call for volume discount details</td>
<td>1 - 500 $7.50</td>
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**Structured Interview Packages**

- Stock tests are prepackaged and are available only in packages of ten. CPS will apply a credit of $35.00 for each fully paid UNOPENED package of test booklets on the current STOCK test order. Clients with 49 candidates or less are billed at the number ordered or the number actually tested, whichever is greater.

- **Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date. Orders placed less than 3 business days prior to the test date will be charged at the premium shipping rate.**

- Semi-Stock, Modular and Custom Tests require Job Analysis Workbooks or Job Specifications

- ‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS Scoring, CPS answer sheets and a scoring report.

**SPECIAL SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee Description</th>
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<tr>
<td>Stock Supplements</td>
<td>$2.00 per book when ordered with a Stock test</td>
</tr>
<tr>
<td>Writing Proficiency Exam</td>
<td>$350.00 Base Fee + $15.00 per candidate (Professional Scoring included)</td>
</tr>
<tr>
<td>Scoring Keys and Scoring Overlays</td>
<td>$10.00 per key or overlay</td>
</tr>
<tr>
<td>Faxing/Emailing of Test Results</td>
<td>Available at no additional charge</td>
</tr>
<tr>
<td>Re-Scoring/Hand-Scoring of Answer Sheet</td>
<td>$25.00 (Requested directly by Agency)</td>
</tr>
<tr>
<td>Non-specified special services</td>
<td>CALL FOR DETAILS (Billed at applicable hourly rate)</td>
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</table>
COUNCIL AGENDA: OCTOBER 6, 2009

SUBJECT: APPOINTMENT TO THE UNIFORM HOUSING & CALIFORNIA BUILDING CODE APPEALS BOARD

SOURCE: Public Works Department - Engineering Division

COMMENT: In order to hear and decide appeals of orders, decisions or determinations made by the Chief Building Official relative to the application and interpretation of the California Building Code (CBC) and/or Uniform Housing Code (UHC), the governing agency shall create a Board of Appeals (Sec. 112.1 CBC, Sec. 203 UHC).

A proper "board" shall consist of the following:

1. Builder or superintendent of building construction with at least 10 years experience, five of which shall be in responsible charge of work.
2. Registered design professional with structural engineering experience.
3. Mechanical and plumbing contractor with at least 10 years experience, five of which shall have been in responsible charge of work.
4. Electrical contractor with at least 10 years experience, five of which shall have been in responsible charge of work.
5. Fire protection professional with 10 years experience, five of which shall have been in responsible charge of work.

The five candidates and two alternates who have expressed their willingness to serve on the appeals board are:

1. Gary Day, Building Contractor
2. Wayne Harris, Registered Civil Engineer (Retired)
3. Darrel Blasingame, Mechanical/Plumbing Contractor
4. Jamie Metz, Electrical Contractor
5. Jeff Paul, Captain, California Dept. of Forestry/Fire Protection
6. Greg Laubacher, Building Contractor, Alternate
7. Joe Garcia, Division Chief/Fire Marshall - Tulare County, Alternate

Dir Appropriated/Funded n/a CM Item No. 17
The Building Official shall be an ex officio member of the board but shall have no vote on any matter before the board. The CBC “guidelines” recommend that one member be appointed for 5 years, one for 4 years, one for 3 years, one for 2 years and one for 1 year and thereafter, each new member be appointed for 5 years. Staff respectfully recommends that all five members be considered “new” members and as such, be appointed for 5 years.

Procedures and Conduct of hearing are fully described in Sec. B101.2.3 (CBC) and Sec. 604 (UHC). Rules and procedures codified in the CBC and UHC will be the City’s rules and procedures.

RECOMMENDATION: That the City Council:

1. Accept and approve the candidates identified in the staff report as the City of Porterville’s Uniform Housing and California Building Code Appeals Board; and

2. Appoint the members identified in this report to a 5-year term with the start of term beginning October 12, 2009.
COUNCIL AGENDA: OCTOBER 6, 2009


SOURCE: Finance Department

COMMENT: The Central California Family Crisis Center is requesting approval to hold its annual candlelight vigil at Centennial Plaza on Thursday, October 15, 2009, from 4:30 p.m. to 8:30 p.m. The event consists of speakers, music and information booths in support of domestic violence awareness month. The sponsor is asking for the use of all available sidewalks around Centennial Plaza and also the parking lot spaces on Main Street and Cleveland Avenue.

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 Central California Family Crisis Center, 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: Sept 15, 2009
Event date: Oct 15, 2009
Event time:

Name of Event: Candle Light Vigil - Domestic Violence

Sponsoring organization: Central CA family Crisis Center
Address: 770 N. Main Street, Porterville, CA 93257

Authorized representative: Elena Aguilar
Address: Same above (cell) 853-9267
Event chairperson: Elena Aguilar

PHONE # 781-7462
PHONE # 781-7462

Location of event (location map must be attached): Centennial Plaza
289 N. Main, Porterville, CA 93257

Type of event: Rememberance of Victims of Domestic Violence Vigil

Nonprofit status determination: 501(c)3

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

Barricades (quantity): No
Police protection: Yes No

Street sweeping: Yes No
Refuse pickup: Yes No

Other:

Parks facility application required: Yes No
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
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.

Central California Family Crisis Center
(Name of Organization)

[Signature]
(Signature)

9/15/09
(Date)
CITY OF PORTERVILLE

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

Name of event: 11th Annual Candlelight Vigil - Domestic Violence
Sponsoring organization: Central California Family Crisis Center
Location: Centennial Plaza
Event date: 10-15-09
Event time: 4pm - 8pm

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required</th>
<th>Type of Activity</th>
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<tbody>
<tr>
<td>Non profit organizations (resource information)</td>
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Non sale (informational booths (resources)
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

11th annual Candle Light Vigil Domestic Violence

Name of event: Candle Light Vigil Domestic Violence

Sponsoring organization: Central Calif. Family Crisis Center

Event date: Oct 15, 2009

Hours: 5pm - 730pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<table>
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<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
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<tbody>
<tr>
<td>Main Street</td>
<td>11am</td>
<td>5pm</td>
<td>set up</td>
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<tr>
<td>Thurman</td>
<td>11am</td>
<td>5pm</td>
<td>set up</td>
</tr>
<tr>
<td>Cleveland</td>
<td>11am</td>
<td>5pm</td>
<td>set up</td>
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<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
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<tr>
<td>Main Street</td>
<td>11am</td>
<td>930</td>
<td>vigil</td>
</tr>
<tr>
<td>Cleveland</td>
<td>11am</td>
<td>930</td>
<td>vigil</td>
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<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
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</thead>
<tbody>
<tr>
<td>Main Street</td>
<td>Around Centennial Plaza</td>
<td>Vigil/Public</td>
</tr>
<tr>
<td>Cleveland</td>
<td>Around Centennial Plaza</td>
<td>Vigil/Public</td>
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</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
CENTRAL CALIFORNIA FAMILY CRISIS CENTER
CANDLELIGHT VIGIL FOR DOMESTIC VIOLENCE
OCTOBER 15, 2009

Business License Supervisor:
  S. Hartman
  No requirements.

Public Works Director:
  B. Rodriguez

Community Development Director:
  B. Dunlap
  Please have the Redevelopment Agency included as an additional insured.

Field Services Manager:
  B. Styles
  No comments.

Fire Chief:
  M. G. Garcia
  No comment.

Parks and Leisure Services Director:
  J. Perrine
  Plaza reservation has been made for this event. No other comments.

Police Captain:
  S. Rodriguez
  The Police Department has no special conditions or requirements for this event.

Administrative Services Manager:
  P. Hildreth
  See Page 2.

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

Sponsor: Central California Family Crisis Center
Event: Candlelight Vigil for Domestic Violence
Event Chairman: Elena Aguilera
Location: Centennial Plaza
Date of Event: October 15, 2009

RISK MANAGEMENT: Conditions of Approval

That the Central California Family Crisis Center provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as "Additional Insured" against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event. If the event is located in the City of Porterville’s Redevelopment Agency area, the same conditions apply.

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.

EXHIBIT "A," Page 2
CITY OF PORTERVILLE

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

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

Name and home address of the applicant: Contact/Elena Aguilera
Central CA Family Crisis Center Phone: (559) 781-7462
770 N. Main Porterville

Address/location where amplification equipment is to be used: Centennial Plaza
289 N Main Porterville Contact/Elena Aguilera Phone: (559) 853-9267

Names and phone numbers of persons using or operating the amplification equipment:
Ti Town Production (Pete Martinez) Central CA Family Crisis Center Staff

Sound system microphone, lighting, microphone key

Type of event: Candlelight Vigil for victims of Domestic Violence

Date/hours of operation: Oct 15, 2009 12 noon - 8:30 pm

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

Elena Silver	 9/15/09
Applicant

Silver Rodrigoy/GAPR
Chief of Police/Designee

9/17/09
Date

cc: Watch Commander 782-7400
Records – file
Other

(See reverse for relevant city ordinances and penal code sections) 6/21/06
# Certificate of Liability Insurance

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

**Insured:**
Central California Family  
Crisis Center  
P.O. Box 2033  
Porterville CA 93258

**Insurers Affording Coverage:**
- Insurer A: Philadelphia Insurance
- Insurer B:  
- Insurer C:  
- Insurer D:  
- Insurer E: 

**Coverages:**
- **General Liability:**
  - Claim Made: Occurred
  - Policy Number: PHKP365373
  - Policy Effective Date: 01/01/09  
  - Policy Expiration Date: 01/01/10
  - Limit:
    - Each Occurrence: $1,000,000
    - Personal & Adv Injury: $1,000,000
    - General Aggregate: $2,000,000
    - Products-Comprop agg: $2,000,000

- **Automobile Liability:**
  - Policy Number: PHKP365373
  - Policy Effective Date: 01/01/09  
  - Policy Expiration Date: 01/01/10
  - Limit:
    - Combined Single Limit: $1,000,000
    - Bodily Injury (Per Person): $
    - Bodily Injury (Per Accident): $
    - Property Damage (Per Accident): $
    - Auto Only - EA Accident: $
    - Other Than Auto Only: EA ACC

- **Garage Liability:**
  - Policy Number: PHKP365373
  - Policy Effective Date: 01/01/09  
  - Policy Expiration Date: 01/01/10
  - Limit:
    - Each Occurrence: $
    - Aggregate: $
    - ASG: $

- **Workers Compensation and Employers' Liability:**
  - Policy Number: PHKP365373
  - Policy Effective Date: 01/01/09  
  - Policy Expiration Date: 01/01/10
  - Limit:
    - WC Statutory Limits: $
    - E.L. Each Accident: $
    - E.L. Disease - EA Employee: $
    - E.L. Disease - Policy Limit: $

- **Directors & Officers Liability:**
  - Policy Number: PHKP365373
  - Policy Effective Date: 01/01/09  
  - Policy Expiration Date: 01/01/10
  - Limit: D & O $1,000,000

**Certificate Holder:**
Redevelopment Agency  
City of Porterville  
201 N. Main St.  
Porterville CA 93257

**Cancellation:**
- Should any of the above described policies be cancelled before the expiration date therefor, the issuing insurer will endeavor to give 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no liability on the insurer, its agents or representatives.

*Authorized Representative:*  

**ACORD 25 (2001/08)***
PL E PRINT CLEARLY – PRESS HARD

FACILITY REQUESTED:
☒Murry Park ☐Library ☐Sports Complex ☐Municipal Ballpark
☒Veterans Park ☐Heritage Center ☐Centennial Plaza ☐Hayes Fields ☐Zalud Ballfields
☒Zalud Park ☐Zalud Garden ☐Pool ☐Burton Ballfields ☐Other ______________

Area/Room: Candlelight Vigil For Domestic Violence

Date of Event: Oct 15, 2009 Time: To:

Amplified Equipment/Music: ☐Yes ☐No

Will Alcohol be Served: ☐Yes ☐No Number of Drinking Adults ($2 per person): ___

Bounce House: ☐Yes ☐No Name of Bounce House Company: ___

Estimated Number of People in Attendance: 500

* * * * * * *

Name: Elena Aguilea

Mailing and/or Billing Address: 770 N Main St Porterville / PO Box 2033; Porterville

Phone: Home/Work: 781-4444 Cell No.: Email: lgarcia@cosanet.net

Is this request for an Organization: ☐Yes ☐No Organization: Central CA Family Crisis Center

Applicant hereby agrees to hold the City of Porterville, their employees, agents and officers free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of said facilities. The applicant agrees to furnish liability or other insurance for the protection of the public and the City, as the City shall require. Applicant agrees to leave the facility in the same condition as found before use. Any damages, misuse or destruction of City property or equipment is the responsibility of the applicant. Applicant agrees to reimburse City for all charges. The CITY OF PORTERVILLE does not provide accident, medical, liability or any other insurance for facility users. Refunds will be granted as follows: No Show – No Refund. More than (2) business days cancellation notice – 100% of fee returned. Less than (2) business days cancellation notice – 90% of fee returned with a 10% penalty.

In the event staff is taking photos of the park and/or the recreational activities it affords on the day of my event, I give my permission for the City to use said photos in promotional materials. I have read, understand and agree to the rules and regulations that are listed on this form.

SIGNATURE: Elena Aguilea DATE 8/12/09

***FOR OFFICE USE ONLY***

APPROVED: DATE:
POLICE DEPT: DATE:
RENTAL CHARGE: DATE:
ALCOHOL PERMIT CHARGE: DATE PAID: RECEIVED BY:
ENTERTAINMENT CHARGE: DATE PAID: RECEIVED BY:
INSURANCE REQUIRED: DATE SUBMITTED: RECEIVED BY:
SUPERVISOR FEE: DEPOSIT RETURNED:
SPECIAL DEPARTMENT NOTATIONS: Reservation #

PARK IN DESIGNATED AREAS ONLY

256 EAST ORANGE AVENUE, PORTERVILLE, CA 93257, PHONE (559) 791-7695
FAX (559) 791-7699, Park/facility information available @www.ci.porterville.ca.us
SEE BACK PAGE FOR RULES, REGULATIONS AND POLICIES
Rental Contract / Permit 2

Not valid until approval signature below

Printed: 14-Aug-09, 08:41 AM
User: adasilva

Contract #: 2567
Date: 14-Aug-09
User: adasilva
Status: Firm

City of Porterville, 291 N. Main St., hereby grants Aguilera, Elena (hereinafter called the "Licensee") represented by Elena Aguilera, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use
   General
   Candlelight Vigil for Domestic Violence

ii) Conditions of Use

iii) Date and Times of Use
   # of Bookings: 1
   Starting: 15-Oct-09
   Ending: 15-Oct-09
   Expected: 500

   Facility/Equipment
   Day     Start Date     Start Time     End Date     End Time     Fee     XFee    Tax     Total
   Centennial Plaza - Stage
   Thu     15-Oct-09     06:00 AM     15-Oct-09     10:00 PM     $33.00   $0.00   $0.00   $33.00

iv) Additional Fees
   Extra Fee - Rental
   Administrative Fee
   Quantity
   Charge $0.00
   Tax     $0.00
   Total   $0.00

   Extra Fee - Bookings
   Hour
   Quantity
   Charge $0.00
   Tax     $0.00
   Total   $0.00

   Payment Method
   Rental Fees $33.00
   Extra Fees  $0.00
   Tax         $0.00
   Rental Total $33.00
   Damage Deposit $0.00
   Total Applied  $33.00
   Balance      $0.00
   Current      $0.00

   Balance of rental due and payable immediately

   Payment Type
   Cash

   Reference
   Rental

   Amount  $33.00
   Date    14-Aug-09
   Receipt Number  22237

v) Other Information

I, the undersigned, hereby agree to defend, and hold harmless the City of Porterville and its officers, employees and agents from and against any and all loss, liability, charges and expenses including attorney's fees and cause of action of whatsoever character which may arise from reason of participation in the above program/service or be in any way connected herein. The City of Porterville does not provide medical, liability or any other insurance for the program participants. Refunds will be granted as follows, No Show - No Refund. More than (2) business days cancellation notice - 100% of fee returned. Less than (2) business days cancellation notice - 90% of fee returned with a 10% penalty. Please be advised that participants in Parks & Leisure Services activities are subject to being photographed, and such photographs may be used to promote city programs.

X:                  

Elena Aguilera

Aguilera, Elena
770 N Main St. PO BOX 2033
Porterville CA 93257
USA
Home: ()781-7462
Fax: ()

Name:        Jim Perrine
Title:  Parks & Leisure Services Director
Date:

Page: 1
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
MARIACHI ACADEMY FOUNDATION AND THE TIME MARCHES ON
COMMITTEE – FABULOUS MUSIC JAM III

SOURCE: Finance Department

COMMENT: The Mariachi Academy Foundation, along with the Time Marches On Committee, is requesting approval to hold an entertainment and music fund raiser event at the Centennial Plaza on Saturday, November 7, 2009 from 10 a.m. to 9 p.m., set up will begin at 7 a.m. Street closures are requested on Main Street from Morton Avenue to Putnam Avenue for public activity, and on Cleveland Avenue from Division Street to Second Street for the beer garden. City co-sponsorship is requested for a list of specified items. 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 approves the Community Civic Event Application and Agreement from the Mariachi Academy Foundation and the Time Marches On Committee, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit “A” of the Community Civic Event Application.


D.D. Appropriated/Funded C.M. Item No. 19
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: September 14, 2009 Event date: November 7, 2009
Event time: 7AM - 9AM

Name of Event: Fabulous Music Jam III

Sponsoring organization: Mariachi Academy Foundation PHONE # 361.1689
Address: 11645 South Orange Belt Drive
Authorized representative: Johnny Orduna PHONE # 361.1689
Address: 11645 South Orange Belt Drive
Event chairperson: Robert Roman PHONE # 920.6781

Location of event (location map must be attached):
Centennial Plaza

Type of event: Public - Entertainment, Food, Craft Vendors
Beer Garden

Nonprofit status determination: EIN: 91-202719

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

- Barricades (quantity):
- Police protection: Yes ✅ No
- Other: See Attached Memo

Street sweeping: Yes ✅ No
Refuse pickup: Yes ✅ No

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
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. The amounts of such
insurance and any additional requirements are listed in Exhibit "A." This original certificate shall be
submitted prior to the event.

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 559.788.1199,
or fax information to, 559.788.1313.

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) 9-17-09 (Signature) (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: Fabulous Music Jam III

Sponsoring organization: Mariachi Academy Foundation

Location: Centennial Plaza Event date: 11-7-09 Event time: 7am - 9pm

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.

*Official list will be submitted by Friday, October 30th*

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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: **Fabulous Music Jam III**

Sponsoring organization: **Mariachi Academy Foundation**

Event date: **11-9-09**  
Hours: **7AM - 9PM**

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

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<th>Street Name</th>
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<th>Activity</th>
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<tbody>
<tr>
<td>Main Street</td>
<td>Morton Ave</td>
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<tr>
<td>Cleveland Ave</td>
<td>Division St</td>
<td>Second St</td>
<td>Public</td>
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<tr>
<th>Street Name</th>
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<td>Sidewalks</td>
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<th>Street Name</th>
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<tr>
<td>Parking lots and</td>
<td>Location</td>
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<tr>
<td>spaces</td>
<td>Location</td>
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4 of 4
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

MARIACHI ACADEMY FOUNDATION
AND
TIME MARCHES ON COMMITTEE

NOVEMBER 7, 2009

Business License Supervisor:
   S. Hartman

Business License Department requires
   vendor list prior to event.

Public Works Director:
   B. Rodriguez

Community Development Director:
   B. Dunlap

   OK with provision of RDA as
   additional insured.

Field Services Manager:
   B. Styles

Fire Chief:
   M. G. Garcia

   Keep area around the front of the Fire
   Station clear and unobstructed. No
   further comments at this time.

Parks and Leisure Services Director:
   J. Perrine

Police Captain:
   S. Rodriguez

   Please see conditions and
   requirements listed on “Exhibit B”.

Administrative Services Manager:
   P. Hildreth

   Please see “Exhibit A”, page 2.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Mariachi Academy Foundation and Time Marches On Committee
Event: Fabulous Music Jam III
Event Chairman: Robert Roman
Location: Centennial Plaza, Main Street
Date of Event: November 7, 2009
Time of Event: 10 a.m. to 9:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Mariachi Academy Foundation 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 (all) Sponsoring Organization’s operation and sponsorship of the aforementioned Community Civic Event. If the event is located in the City of Porterville's Redevelopment Agency area, the same conditions apply.

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.
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:
   Robert Roman                                      Phone # 920.6481
   11321 Palomino Drive, Springville, CA

2. Address where amplification equipment is to be used:
   Centennial Plaza                                  Phone # N/A

3. Names and addresses of all persons who will use or operate the amplification equipment:
   Robert Roman, Johnny Orduna, Frank Chavez
   8440 N. Main Street, Suite #2, Porterville, CA

4. Type of event for which amplification equipment will be used:
   Public Event - Various Music Groups

5. Dates and hours of operation of amplification equipment:
   Saturday, November 7, 2009  10AM - 8PM

6. A general description of the sound amplifying equipment to be used:
   6 microphones, 2 speakers, 2 - 2,000 watt amplifiers
I hereby certify that all statements and answers on this registration form are true and correct.

[Signature]  
Applicant  

[Signature]  
Chief of Police  

9/17/09  
Date  

SEPT. 21, 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 REVOCATION OF THE PERMIT.

cc: ____________________________  

______________________________  

______________________________  

3/27/01
CITY OF PORTERVILLE
Community Civic Event Application

FABULOUS MUSIC JAM III - Nov. 7, 2009

Proposed Conditions/Requirements for Fabulous Music Jam III Event at Centennial Park

➤ City Council approval is required for all street closures.

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

➤ Event organizers shall obtain a One-Day Alcohol Permit from the CA Dept. of Alcoholic Beverage Control office in Fresno.

➤ In an effort to prevent minors from gaining and consuming alcohol at this event, organizers shall have a beer garden on site. Consumption of alcohol at this event shall be confined to the beer garden.

➤ Organization shall provide a minimum of two (2) security guards to adequately control the sale and consumption of alcoholic beverages at and around the beer garden.

➤ Organizers shall obtain an Outside Amplifier Permit pursuant to Porterville Municipal Code Section 18-14.

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

Silver Rodriguez, Captain
Police Department
September 21, 2009

EXHIBIT "B"
Memorandum

To:      John Lollis, City Manager
From:    Robert Roman, Chairperson of the Time Marches On Committee
Date:    9/17/2009
Re:      City Sponsorship for “Fabulous Music Jam II” Event November 7, 2009

This information is to coincide with the Community Civic Event Application.

Beer Garden- Alcohol Sales:

Approval for a Beer Garden to be included in the event is requested. The Beer Garden is proposed to be operated within a portion of the closed Cleveland Avenue roadway, closer in proximity to Main Street than to Division Street. Requisite alcohol sales permits and insurance certificates will be obtained.

City Co-Sponsorship:

The Time Marches On Committee would like to request the City of Porterville co-sponsor the following items for the event.

✓ Use of Centennial Plaza from 6am – 9pm, including electrical power & gazebo lighting (facility request has been processed by Parks & Leisure Dept.)
✓ Use of Parks & Leisure Services chairs 100+ and use of City personnel to set up and breakdown
✓ Use of 25+ Parks & Leisure Services tables and use of City personnel to setup and breakdown
✓ Use of City personnel: 2 guards for security
✓ Use of City personnel: clean up & sweeping the streets
✓ Provide 6 Port-A-Potties for public use during the event
✓ Provide barricades for street closure and remove barricades
✓ Use of 6- 4yd Refuse Bins
✓ Provide trash cans and liners (committee members have volunteers who will maintain cleanliness of the park and surrounding areas throughout the event)
✓ Use of all mobile lighting units and personal to setup & breakdown
✓ Coordinate placement of Promotional Banners, prior to event on park site
✓ Use of 8+ Parks & Leisure Services “pop ups” and use of City personnel to setup and breakdown
# ACORD \(\text{CERTIFICATE OF LIABILITY INSURANCE}\)

**PRODUCER**
Turner & Associates Ins Agency - L  
246 E. Honolulu  
P.O. Box 757  
Lindsay, CA 93247

**INSURER**
MARIACHI ACADEMY FOR PERFORMING ART  
C/O IRENE CERTUCHE  
867 PARK PLACE DRIVE  
EXETER, CA 93221

**INNSURERS AFFORDING COVERAGE**
INSURER A: Western Heritage Ins. Co.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
NAIC#  

## COVERAGES

The Policies of Insurance listed below have been issued to the Insured named above for the Policy Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the Insurance afforded by the Policies described herein is subject to all the Terms, Exclusions and Conditions of such Policies. Aggregate limits shown may have been reduced by Paid Claims.

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDRESSED / ENDORSMENT / SPECIAL PROVISIONS**

Certificate holder is named as Additional Insured with respect to their interests in the operations of the named Insured.

*10 DAY NOTICE OF CANCELLATION DUE FOR NON PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER**
CITY OF PORTERVILLE AND  
PORTERVILLE REDEVELOPMENT AGENCY  
291 NORTH MAIN STREET  
PORTERVILLE, CA 93257

**CANCELLATION**

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

ACORD25 (2001/08)  
DS#2440329
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
VETERANS' HOMECOMING COMMITTEE
VETERANS' DAY PARADE - NOVEMBER 11, 2009

SOURCE: Finance Department

COMMENT: The Veterans' Homecoming Committee is requesting approval to hold its annual Veterans' Day Parade on Wednesday, November 11, 2009, from 5:00 a.m. to 12:00 p.m. They are requesting the closure of Main Street from Danner Avenue to Orange Avenue.

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" and a map showing the desired street closures is included.

RECOMMENDATION: That the Council approves the attached Community Civic Event Application and Agreement submitted by the Veterans' Homecoming Committee, subject to the stated requirements contained in Exhibit "A."

ATTACHMENTS: Community Civic Event Application, Agreement, Exhibit "A"; Exhibit "B"; Map; Outside Amplifier Permit; and Certificate of Liability Insurance.

DD Appropriated/Funded CM Item No. 20
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: _______ 6-27-2009 Event Date: _______ 11-11-2009

Name of Event: __ Veterans Day Parade ________________________________

Sponsoring Organization: __ Veterans Homecoming Committee ________________________________

Address: __ 1238 Linda Vista Ave, Porterville, CA 93257 ________________________________

Authorized Representative: __ Don R. Dowling __ Phone: __ 781-7759/920-2659 __

Event Chair-Person: __ Ed Flory __ Phone: __ 784-0730 __

Location of Event: (location map must be attached) __ Main street Porterville ________________________________

Type of event/method of operation: __ Parade ________________________________

Nonprofit Status determination: __ Nonprofit ________________________________

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

- Barricades (quantity): __ 75 __ Street Sweeping ___ yes ___ X ___ No ______

- Police Protection ___ yes ___ X ___ No ______

- Refuse pickup ___ yes ___ X ___ No ______

Other: _____________________________________________________________________

Parks facility application required: __ Yes _______ No _______

Assembly permit required: __ Yes _______ No _______

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

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Bus Lic Spvr ____________________________________________
Pub Works Dir __________________________________________
Comm Dev Dir __________________________________________
Field Svcs Mgr __________________________________________
Fire Chief _____________________________________________
Parks Dir _____________________________________________
Police Chief __________________________________________
Risk Manager __________________________________________
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 you convenience. This original certificate shall be submitted prior to the City of Porterville Council’s approval.

Authorized Representative Initials

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

Authorized Representative Initials

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

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

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 1326, as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to 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.

Authorized Representative Initials

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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: ______________ Veterans Day Parade ______________

Sponsoring Organization: ______________ Veterans Homecoming Committee ______________

Location: Main Street Porterville  Event Date: 11 November 2009  Event time 0500-1200

ED. FLORY 184-0230

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 one week prior to the event.

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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: Veterans Day Parade

Sponsoring Organization: Veterans Homecoming Committee

Event Date: 11 November 2009 Hours: 0500-1200

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>
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<th>Activity</th>
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REQUIREMENTS FOR COMMUNITY CIVIC EVENT

VETERANS’ HOMECOMING COMMITTEE

VETERANS’ DAY PARADE

NOVEMBER 11, 2009

Business License Supervisor:  
S. Hartman  
Business License Department requires list of vendors prior to event.

Public Works Director:  
B. Rodriguez

Community Development Director:  
B. Dunlap  
Redevelopment Agency to be additional insured.

Field Services Manager:  
B. Styles  
The city will supply barricades, street sweeping and cleanup after parade.

Fire Chief:  
M.G. Garcia

Parks and Leisure Services Director:  
J. Perrine  
No comments.

Police Captain:  
S. Rodriguez  
See list of conditions in Exhibit “B”.

Administrative Services Manager:  
P. Hildreth  
See attached Exhibit “A”, page 2.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Veterans' Homecoming Committee
Event: Veterans' Day Parade
Event Chairman: Ed Flory
Location: Main Street from Danner Ave. to Orange Ave.
Date of Event: November 11, 2009

RISK MANAGEMENT:
Conditions of Approval

1. The following street sections are not authorized for closure and shall remain open to vehicular traffic.
   a. Division Street and Hackett Street between Oak Avenue and Olive Avenue
   b. Oak Avenue from Division Street to “D” Street
   c. Streets adjacent to the Police Station and Fire Station No.1
   d. Orange Avenue, east and west traffic flow

2. That the Veterans’ Homecoming Committee 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 Sponsoring Organization’s operation and sponsorship of the aforementioned Community Civic Event. If this event is located in the City of Porterville’s Redevelopment Agency area, the same conditions apply.
   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.

3. The use of sidewalks, during this event, for any purpose other than normal pedestrian traffic, e.g., food booths, sales booths, displays, bleachers, etc., is prohibited within a ten-foot radius of all walk-up Versa-Teller operations.

EXHIBIT “A,” Page 2
CITY OF PORTERVILLE
Community Civic Event Application

VETERANS DAY PARADE- Nov. 11, 2009

Proposed Conditions/Requirements for Veteran’s Day Parade

➤ City Council approval is required for all street closures.

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

➤ Veteran’s Homecoming Committee should meet with street vendors to coordinate rules regarding their activities, such as:
   ▪ Staying off the parade route and crossing in front of floats or groups
   ▪ Shall not sell silly string, snap caps or party poppers
   ▪ Ensure each vendor has properly obtained a City business license

➤ Food vendors should be situated where they minimally block the sidewalk.

➤ Food vendors should provide inspection certificates from the Tulare County Health Department to members of the Veteran’s Homecoming Committee, to ensure safe food products.

➤ Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.

Silver Rodriguez, Captain
Police Department

EXHIBIT "B"
CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(CITY Ordinance #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 was issued.

1. Name and home address of the applicant:
   Don R. Dowling __________________________ Phone#  559-781-7759, 559-920-2659
   1238 West Linda Vista Ave. Porterville CA 93257

2 Address where amplification is to be used:
   ________________________________________
   Main Street Porterville

3 Names and addresses of all persons who will use or operate the amplification equipment:
   ___________________________________________
   Veterans Homecoming Committee

4 Type of event for which amplification equipment will be used:
   _______________________________________
   Veterans Day Parade

5 Dates and hours of operation of amplification equipment:
   ___________________________________________
   November 11th 2009 from 1000 hours to 1200 hours.

6 A general description of the sound amplifying equipment to be used:
   _______________________________________
   Announcing equipment with amplifiers and a microphone.
I hereby certify that all statements and answers on this registration form are true and correct:

[Signature]

Don R. Dowling

Applicant

May 20, 2009

Date

Silvan Rodriguez/CAPT.

Chief of Police

SEPT. 9, 2009

Date

Section 18-14 City Ordinance 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 any 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 residencies.

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 THE REVOCAION OF THIS PERMIT.

Cc: ____________________________

____________________________

____________________________
**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Lockton Risk Services  
P.O. Box 410679  
Kansas City, MO 64141-0679  
800-669-9944.

**INSURED**
Veterans Homecoming Committee  
P.O. Box 1229  
Porterville, CA 93258

**DATE (MM/DD/YYYY)**  
09/02/2009

**INSCRIBERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURED</th>
<th>WESTPORT INSURANCE CORPORATION</th>
<th>NAIC#</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Westport Insurance Corporation</td>
<td>39845</td>
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<tr>
<td>B</td>
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</table>

**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>INSCRIBER (LTD. INSURED)</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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<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>MIB114L0211703</td>
<td>09/16/2009</td>
<td>09/16/2010</td>
<td>EACH OCCURRENCE § 1,000,000</td>
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<td>MED EXP (Any one person) § 5,000</td>
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<td>PERSONAL &amp; ADV INJURY § Included</td>
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<td>GENERAL AGGREGATE § 2,000,000</td>
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<td></td>
<td>PRODUCTS - COM/OP AGG § 2,000,000</td>
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<tr>
<td>X</td>
<td>AUTO/MOBILE LIABILITY</td>
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<td>COMBINED SINGLE LIMIT (Ea accident)</td>
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<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>GARAGE LIABILITY</td>
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<td>AUTO ONLY - EA ACCIDENT</td>
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<td>OTHER THAN AUTO ONLY: EA ACC</td>
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<td>AGG</td>
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<tr>
<td>A</td>
<td>EXCESS/UMBRELLA LIABILITY</td>
<td>NUM114009284501</td>
<td>09/16/2009</td>
<td>09/16/2010</td>
<td>EACH OCCURRENCE § 1,000,000</td>
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<td></td>
<td></td>
<td>AGGREGATE § 1,000,000</td>
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<td></td>
<td>§</td>
</tr>
</tbody>
</table>

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED  
If yes, describe under SPECIAL PROVISIONS below

<table>
<thead>
<tr>
<th>OCURRENCE</th>
<th>AGGREGATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 1,000,000</td>
<td>§ 1,000,000</td>
</tr>
</tbody>
</table>

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

Certificate Holder is Listed as Additional Insured as Respect to Veterans Day Parade November 11, 2009

**CERTIFICATE HOLDER**
City of Porterville  
Attn: Anita Gustason  
291 North Main Street  
Porterville, CA 93257

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 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

ACORD 25 (2001/08)  
DS#7589317  
701652  
© ACORD CORPORATION 1988
IMPORTANT

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

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

DISCLAIMER

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

**Producer:**
Lockton Risk Services  
P.O. Box 410477  
Kansas City, MO 64141-0477  
800-669-9944,  
VHSCOMS, Veterans Homecoming Committee  
P.O. Box 1229  
Porterville, CA 93258

**Insurers Affording Coverage:**
Westport Insurance Corporation  
NAIC# 39845

<table>
<thead>
<tr>
<th>INSURED</th>
<th>NAME</th>
<th>NAIC#</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURED A</td>
<td>Westport Insurance Corporation</td>
<td>39845</td>
</tr>
<tr>
<td>INSURED B</td>
<td></td>
<td></td>
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<tr>
<td>INSURED C</td>
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<td>INSURED D</td>
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<tr>
<td>INSURED E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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>Policy Number</th>
<th>Policy Description</th>
<th>Policy Period</th>
<th>Limit</th>
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<tbody>
<tr>
<td>MIB14L022121703</td>
<td>Commercial General Liability</td>
<td>09/16/2009 - 09/16/2010</td>
<td>$1,000,000</td>
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<tr>
<td>WMX14009284501</td>
<td>Automobile Liability</td>
<td>09/16/2009 - 09/16/2010</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>WMX14009284501</td>
<td>Workers' Compensation and Employer's Liability</td>
<td>09/16/2009 - 09/16/2010</td>
<td></td>
</tr>
</tbody>
</table>

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

**Certificate Holder:**
City of Porterville Redevelopment Agency  
291 N. Main  
Porterville, CA 93257

**Cancellation:**
Should any of the above described Policies be cancelled before the expiration date herein, the Insurer, Insurers or Westport Insurance Corporation or any of their agents or representatives will give 30 days written notice to the Certificate Holder named herein, and the Policy so cancelled shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

Authorized Representative: [Signature]

ACORD 25(2001/08)  
DSN7645749  
701652

ACORD CORPORATION 1988
IMPORTANT

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

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
CITY OF PORTERVILLE'S PARKS & LEISURE SERVICES
ANNUAL VETERANS' DAY RUN - NOVEMBER 11, 2009

SOURCE: Finance Department

COMMENT: The City of Porterville’s Parks & Leisure Services Department is requesting approval to hold its annual 5K-run/walk and 10K-run on Wednesday, November 11, 2009, from 5:00 a.m. to 10:00 a.m. The 5K-run walk will start at Main Street and Thurman Avenue. Then proceed north to Henderson Avenue, then east to Plano Street, south to Olive Avenue; west to Main Street; and finish at Thurman Avenue. The 10K run will have the same start/finish line as the 5K-run/walk, go north on Main Street to Reid Avenue, east to Plano Street, south to Oak Avenue, west to Main Street, and then north to the finish line. The runs are outlined on the attached map. The street closures will be in conjunction with the Veterans' Day Parade.

The application has been routed and has been reviewed by all departments involved.

RECOMMENDATION: That the Council approves the City of Porterville’s Parks & Leisure Services annual Veterans’ Day Run subject to the restrictions and requirements contained in the application.

ATTACHMENTS: City of Porterville Community Civic Event Application and Agreement, Request for Street Closure, Map Run and Outside Amplifier Permit.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
CITY OF PORTERVILLE PARKS & LEISURE SERVICES
ANNUAL VETERAN'S' DAY RUN
NOVEMBER 11, 2009

Business License Supervisor:  
S. Hartman

Business License Department has no requirements.

Public Works Director:  
B. Rodriguez

Community Development Director:  
B. Dunlap

Field Services Manager:  
B. Styles

No comments.

Fire Chief:  
M.G. Garcia

Parks and Leisure Services Director:  
J. Perrine

Police Captain:  
S. Rodriguez

No special conditions or requirements.

Administrative Services Manager:  
P. Hildreth

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: 9-25-09  Event date: 11-11-09
Event time: 7:00 AM

Name of Event: CITY OF PORTERVILLE VETERANS DAY RALLY

Sponsoring organization: PARKS & RECREATION SERVICES PHONE # 791-7695
Address: 791 N. MAID

Authorized representative: DONNIE MOORE PHONE # 791-7697
Address: 791 N. MAID

Event chairperson: DONNIE MOORE PHONE # 791-7697

Location of event (location map must be attached):

Type of event: ROAD RACE COORDINATION EFFORTS WILL BE MADE WITH VETERANS ORGANIZATION PARADE
Nonprofit status determination:

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

Barricades (quantity): Yes No
Police protection Yes X No
Refuse pickup Yes No
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. The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. This original certificate shall be submitted prior to the event.

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 559.788.1199, or fax information to, 559.788.1313.

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.

<table>
<thead>
<tr>
<th>COPE PARKS &amp; RECREATION SERVICES</th>
<th>John Doe</th>
<th>9-15-09</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name of organization)</td>
<td>(Signature)</td>
<td>(Date)</td>
</tr>
</tbody>
</table>

2 of 4
CITY OF PORTERVILLE

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

Name of event: __________________________________________

Sponsoring organization: __________________________________________

Location: __________________________________________ Event date: __________ Event time: __________

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>
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</thead>
<tbody>
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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: City of Porterville Veterans Day

Sponsoring organization: City of Porterville Parks & Leisure Services

Event date: November 11, 2009  Hours: 0500 - 1000

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 Street</td>
<td>Thurman</td>
<td>Cleveland</td>
<td>Staging</td>
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<table>
<thead>
<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front of City Hall</td>
<td>Thurman</td>
<td>Cleveland</td>
<td>Registration</td>
</tr>
<tr>
<td>Front of Centennial Plaza</td>
<td>Thurman</td>
<td>Cleveland</td>
<td>Awards - Results</td>
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</table>

<table>
<thead>
<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
</table>

4 of 4
10K Run Route
- Start/Finish Main in front of City Hall
- North on Main to Reid
- Right on Reid to Plano
- Right on Plano to Oak
- Right on Oak to Main
- Right on Main to Start/Finish Line

5K Run/Walk Route
- Start/Finish Main in front of City Hall
- North on Main to Henderson
- Right on Henderson
- Right on Plano
- Right on Olive
- Right on Main to Start/Finish Line
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:

   **Donnie Moore**  Phone # **291-7690**
   
   **1058 N. ROBERTA WAY**

2. Address where amplification equipment is to be used:

   **MAIN ST. IN FRONT OF CITY HALL**  Phone # _________________________

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

   **Donnie Moore**
   
   **291 N. MAIN**

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

   **ROAD RACE**

5. Dates and hours of operation of amplification equipment:

   **11/11/04  6:30-10:00 A.M.**

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

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

Donnie Leon
Applicant

Silver Rodriguez
Chief of Police

DATE
09/27/09

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 URGEE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

cc: ________________________________
____________________________
____________________________

3/27/01
PUBLIC HEARING

SUBJECT: 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 designates 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 adopt a precise alignment for Mathew Street between Castle Avenue and North Grand Avenue.

ATTACHMENT: Precise Alignment Plan

P:\pubworks\Engineering\Council Items\Public Hearing - Mathew Street Alignment - 2009-10-06.doc

Dir Appropriated/Funded N/A CM Item No. 22
MATHEW STREET ALIGNMENT PLAN

E CURVE DATA
R = 600.00'  S = 23° 50' 07"  L = 249.60'  T = 186.63'
R = 500.00'  S = 23° 50' 07"  L = 249.60'  T = 186.63'

LINE DATA
L1 2578.86'  N 89° 37' 51"  W
L2 232.37'  N 89° 37' 51"  W
L3 2578.86'  N 89° 37' 51"  W
L4 644.34'  S 00° 53' 45"  E
L5 1312.20'  S 00° 53' 45"  E
L6 1312.20'  S 00° 53' 45"  E
L7 124.33'  N 89° 37' 51"  W
L8 124.18'  N 89° 37' 51"  W
L9 160.13'  S 00° 53' 45"  E
L10 120.01'  S 89° 36' 34"  E
L11 2506.87'  S 89° 36' 34"  E

S 1/4 COR.
SEC. 16-21/27

CITY OF PORTERVILLE
ENGINEERING DIVISION

PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 16, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN

OWNER:
APN:
AREA:
ACRES:
DRAWN BY:
CHK'D BY:

991 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257  555 782-1458
SUBJECT: LIGHTING MAINTENANCE DISTRICTS CONSOLIDATION

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT:

In 1989, the City formed Landscape and Lighting Maintenance District No. 1 to levy a special assessment which covers the costs of public improvements under authorization of the Landscape and Lighting Act of 1972. Since the original district was created, a separate district has been formed for each new development and currently there are a total of sixty-one Landscape and Lighting Maintenance Districts (LMDs). Assessments were established for each based upon the estimates at the time of formation for the maximum annual funding anticipated. Early formations did not include an adjustment for changes in the Consumer Price Index (CPI), but later formations did. Subsequently, CPI adjustments were approved for some of the early formations so that now most of the districts allow adjustment for changes in the CPI. Annually, the maintenance needs are evaluated, annual assessments are established, and separate reports and accounting are required for each LMD.

Twenty-eight of the districts do not have landscaping, but provide street lighting only. In many of these lighting-only districts, the administrative costs related to the annual assessment process exceed the cost for providing the additional lighting. Three of the twenty-eight districts are currently operating with negative fund balances and six districts have not adopted the CPI to account for inflation adjustments.

Lights in these subdivisions are spaced closer together than the city standard resulting in 40% more light. Historically, assessments were erroneously calculated at 29% share of the full cost for street lighting. The true benefit to the landowners in a district is 40% of the street lighting cost. Southern California Edison (Edison) owns and maintains the lighting and charges for these services. Edison’s rates have not changed in a number of years, but Edison has informed staff that they will be submitting a proposal for the increase to the California Public Utilities Commission this month and predict another increase may be possible within one year. Staff will utilize 15% for reserves to include a contingency for the anticipated increase in electricity rates.

The City has worked hard to control the costs in operating the LMDs. In this continuing effort to control the costs and to accommodate the proposed Edison rate increase Staff considers the consolidation of the lighting-only districts the most favorable solution. Consolidation will be a cost savings measure to reduce the administrative costs, including annual assessment report preparation.

Director  MB Appropriated/Funded  City Manager  ITEM NO.: 23
The following is proposed to be included in the consolidation:

- Form a new district which consolidates 26 of the lighting-only residential districts into a new district (excluding the commercial/industrial districts)
- Transfer existing fund balances and deficits to the new district
- After formation of the new district, the existing districts involved in the consolidation will be extinguished
- Correct the share of lighting costs to 40% to reflect the true benefit of the lighting provided to the landowners
- Adopt the Consumer Price Index to adjust for changes in inflation
- Revise the formula for Project Management costs to account for city administrative costs, Engineer’s costs, legal notice publication costs and County fees and to decrease the ongoing costs for the annual report and for segregating costs between the various districts.
  - Current: $400 + $3[# of lots] for each of the districts
  - Proposed: $150 + $4.50[# of lots] for all districts + 9%
    Overhead
- Revise the formula for refunds. A single annual assessment amount in reserve should be sufficient for a lighting-only district. Should fund balances exceed this amount in reserves, a one-time adjustment would be credited back to each parcel owner, thereby reducing the amount owed the following year.

In compliance with the regulations regarding assessments under Proposition 218 (1996), the proposed consolidation requires a majority protest/election for all affected property owners (1,166 lots). Pending Council authorization, an Engineer’s Report is expected to be prepared by October 20, 2009 and a community meeting/workshop should be held to help inform the affected owners and to provide an opportunity to ask questions or give input. Notices are to be mailed to the owners of the identified parcels, which include the ballot, and as required by Prop 218 guidelines, a public hearing is to be held not less than 45 days after mailing the notices. At the public hearing, proposed to be set for December 1, 2009, protests will be considered and ballots will be tabulated. Should the ballot tabulation results favor the proposed consolidation and assessment, it is highly likely that all of the owners in the new consolidated district will be eligible for a credit that is estimated to be at least equal one annual assessment amount.

A study session to review and discuss all Landscape and Lighting Maintenance Districts has been scheduled for October 13, 2009.

RECOMMENDATIONS:

That Council:
- Authorizes Staff to take steps to form a new lighting-only district, which essentially will consolidate the 26 lighting districts as proposed and proceed with the preparation for protest/election efforts,
- Sets a Public Hearing for December 1, 2009, and
- Adopts a Resolution ordering the proceedings for the formation of Landscape Maintenance District No. 48 and ordering the preparation of the Engineer’s Report.
ATTACHMENTS:

- Resolution Ordering the Proceedings for Formation of Landscape and Lighting Maintenance District No. 46, Assigning an Engineer of Work and Preparation of Engineer's Report

- Lighting Maintenance District Consolidation Worksheet
RESOLUTION NO. -2009


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

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

WHEREAS, Section 22525 requires that an Engineer’s Report be prepared to establish new Landscape and Lighting Maintenance Districts, and outlining the initial assessments to be levied against the properties within each assessment district.

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

1. That the public interest, convenience and necessity required the formation of Landscape and Lighting Maintenance District No. 46 as authorized by Section 22605 of the Streets and Highways Code, State of California.

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

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

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

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

APPROVED AND ADOPTED THIS 6th DAY OF OCTOBER 2009

________________________________________
Pete V. McCracken, Mayor

ATTEST:
John Lollis, City Clerk

By: ________________________________
Patrice Hildreth, Chief Deputy City Clerk
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COUNCIL AGENDA: OCTOBER 6, 2009

SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM - COMMERCIAL TRUCK PARKING RE-VISITED

SOURCE: Public Works Department - Engineering Division

COMMENT: Council Member Ward has requested that the matter of commercial truck parking within City limits be brought before the Council for discussion.

The last time the matter was discussed by the full Council was December 16, 2008. Staff's report on December 16, 2008 alerted Council of the County's recent installation of signs along West Olive prohibiting the parking of vehicles weighing over 5 tons.

Presented in staff's report is the latest Truck Parking map that clearly identifies street corridors that allow commercial truck parking. It must be noted that the City's Traffic Ordinance (Ord. 1162, Sec. 17-11.7) identifies zoning designations that prohibit commercial truck parking. Zones not identified in the Ordinance (commercial, industrial) are assumed to allow truck parking. An exception to the rule is where Council has specifically prohibited truck parking adjacent to a commercial zone such as along Westwood Street and portions of Olive Avenue.

RECOMMENDATION: None.

ATTACHMENT: Truck Parking Map

P:\pubworks\Engineering\Council Items\Commercial Truck Parking Re-Visited - 2009-10-06.doc

Dir Appropriated/Funded CM Item No.