CITY COUNCIL AGENDA
PORTERVILLE, CALIFORNIA
APRIL 20, 2010, 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. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CLOSED SESSION:
A. Closed Session Pursuant to:
   7- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – One Case.
   8- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Four Cases.
   9- Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Manager.

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

Pledge of Allegiance Led by Mayor McCracken
Invocation
PROCLAMATIONS
Child Abuse Prevention Month – April, 2010
Cinco De Mayo Week – April 28-May 5
Denim Day – April 21, 2010
Iris Festival Day – April 24, 2010
Arbor Day – April 30, 2010

PRESENTATIONS
Tulare County Child Abuse Prevention Council
Fill the Boot – Muscular Dystrophy Association

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. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

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

1. City Council Minutes of March 16, 2010
2. Claim – Brian Hulstine
   Re: Consideration of a claim in an amount exceeding $10,000 in the unlimited jurisdiction of Superior Court, for property damages and bodily injury which the claimant alleges were incurred on October 20, 2009, when his vehicle was struck by another vehicle at the intersection of Newcomb Street and Morton Avenue.
3. Claim – Cathy Conner, Randall Steen, and David Steen
   Re: Consideration of a claim in an amount exceeding $10,000 in the unlimited jurisdiction of Superior Court for the wrongful death of Vincent Steen, son and brother of the named claimants, who was shot and killed by Porterville Police Officers on January 10, 2010, at 693 W. Oakmont.
4. Budget Adjustments for the 2009-10 Fiscal Year
   Re: Considering approval of a budget adjustment in the amount $220,000 to remove the appropriation for the planning of a new library from the Measure H Expenditure Plan.
5. Authorization to Advertise for Bids – Jaye Street Sewer and Water Extension Project
   Re: Considering approval of staff’s plans and project manual for the project consisting of the installation of sewer main, sewer laterals, water main, water services and related appurtenances in Jaye Street and Montgomery Avenue.
6. Authorization to Reject Bids and Re-Advertise – CNG Pickup Trucks
   Re: Considering the rejection of bids for the six (6) one-half ton full size pickup trucks with CNG conversion and authorizing staff to re-advertise the equipment.
7. **Award of Contract – Solar Panel Radar Speed Signs**
   Re: Considering awarding contract in the amount of $20,736.28 to FLASHCO of Fresno, CA, for the purchase of four solar powered radar speed signs to be installed by City staff in four different school zones.

8. **Adopt Resolution for Acquisition of Right of Way – Property Located at APN 269-120-006**
   – Nadine Hardaway AKA Margaret Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust Dated October 28, 2000 – Jaye Street – Hwy 190 to Gibbons Project
   Re: Considering approval of a corrected resolution authorizing the purchase of property located at APN 269-120-006 from Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust.

9. **Adopt Resolution for Acquisition of Right of Way – Property Located at APN 269-130-001**
   – Stanley M. Noble, Successor Trustee of the Isaac Gonzalez Residence Trust, Created Under the Edward B. Cornell and Elizabeth F. Cornell Revocable Trust Dates April 6, 1989 – Jaye Street – Hwy 190 to Gibbons Project
   Re: Considering approval of a corrected resolution authorizing the purchase of property located at APN 269-130-001 from Stanley M. Noble, Successor Trustee of the Isaac Gonzalez Residence Trust.

10. **Report – Cooperation Agreement Between the City of Porterville and the Tule River Indian Tribe**
    Re: Informational report regarding the agreement effective April 1, 2010, which sets forth a framework for dealing with new land uses on 40-acres of Tribe-owned land within the city limits.

11. **Approve Airport Lease – Lot 61A**
    Re: Considering approval of a lease agreement between the City of Porterville and Central Valley Mortgages Services, Inc., for Lot 61A at the Porterville Municipal Airport.

12. **A Resolution Approving the Application for State Off-Highway Vehicle Grant Funds**
    Re: Considering adoption of a resolution approving the application for State Off-Highway Vehicle Grant Funds.

13. **Visalia’s Haz-Mat Response Team**
    Re: Informational report regarding the Tulare County Hazardous Materials Response Team provided by the City of Visalia.

14. **Porterville Youth Football Playing Field Development**
    Re: Informational report regarding the use of Muller Field for sports playing fields, and considering approval of the use of temporary lighting at the Sports Complex by the Porterville Youth Football.
15. **Request for Sponsorship of the Third Annual Porterville Municipal Airport Fly-In and Eagle Mountain Airshow**  
   **Re:** Considering authorizing the City to provide insurance for the Air Show from Risk Management and General Fund sources, and allocating $7,500 from General Fund sources to support Airshow logistics and operation.

16. **Approval for Community Civic Event – Annual Porterville Fair – May 12-16, 2010**  
   **Re:** Considering approval of the annual event to take place Wednesday, May 12th, to Sunday, May 16th, 2010, at the Porterville Fairgrounds.

17. **Approval for Community Civic Event – 2010 AMGEN Tour of California and Related Events – May 20, 2010**  
   **Re:** Considering approval of the AMGEN Tour of California and related events to take place in Porterville on May 19-20, 2010.

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

**PUBLIC HEARINGS**

18. **Reconsideration of Ordinance 1761, Pertaining to Fireworks**  
   **Re:** Re-consideration of Ordinance 1761, An Ordinance of the City Council of the City of Porterville Amending Chapter 12, Article II, Fireworks, of the Porterville Municipal Code.

   **Re:** Considering approval of the proposed Comprehensive Development Code Incorporating Zoning, Subdivisions, Downtown Design, and Zoning Map.

20. **Adoption of the City of Porterville 2009-2014 Housing Element and Negative Declaration**  
   **Re:** Public hearing to receive comment regarding the adoption of the 2009-2014 Housing Element and Negative Declaration, and approving the continuance of the public hearing to May 4, 2010.

**SCHEDULED MATTERS**

21. **Consideration of Appointment to Fill Council Member Vacancy**  
   **Re:** Considering an appointment to fill the vacant office on the City Council, including any method or process utilized to do so.

22. **Consideration of Appointments to the Transactions and Use Tax Oversight Committee**  
   **Re:** Considering appointment of five individuals to fill five four-year term seats, and one individual to fill an unexpired term on the committee.

23. **Approval of Joint Powers Agreement (JPA) – Tulare County Association of Governments (TCAG)**  
   **Re:** Considering approval of a resolution approving an amendment to the original Tulare County Association of Governments Joint Powers Agreement.
24. **Approval of Murry Park Concession License**  
   Re: Considering approval of a Concession License with Richard Sanchez for operation of the concessions at the Murry Park Pool.

25. **Appeal of Street Tree Removal Denial at 182 N. Main**  
   Re: Considering a request to appeal the decision of the Parks and Leisure Services Commission to deny a request for tree removal at 182 N. Main Street.

26. **Alert TC (Reverse 911)**  
   Re: Considering approval of an agreement with Tulare County committing the appropriation of funds for the City’s cost share of the Telephone Emergency Notification System.

27. **Formalizing a Youth Commission**  
   Re: Considering alternative roles and establishment options for a Youth commission.

28. **Council Member Requested Item – Consideration of Establishing an Arts Commission as an Advisory Body to the City Council**  
   Re: Consideration of a request to authorize the establishment of an Arts Commission.

**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 May 4, 2010 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
MARCH 16, 2010, 6:00 P.M.

Call to Order at 6:00 p.m.
Roll Call: Council Member Hamilton (arrived at 7:57 p.m.), Council Member Felipe Martinez, Vice Mayor Ward, Mayor McCracken
Absent: Council Member Pedro Martinez

ORAL COMMUNICATIONS
None

CLOSED SESSION:
A. Closed Session Pursuant to:
   6- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – 4 Cases.

7:00 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION
City Attorney Julia Lew reported that no action took place.

Pledge of Allegiance Led by Vice Mayor Ward
Invocation – a moment of silence was observed.

PROCLAMATIONS
Little League Opening Day – March 27, 2010
National Child Abuse Prevention Month – April, 2010
PRESENTATIONS
The Tulare Co. Child Abuse Prevention Council presentation was continued.

City Attorney Lew advised that several items on the Agenda for that evening would need to be continued due to lack of a quorum. Ms. Lew elaborated that because some of the Council Members present that evening were conflicted out of deliberations for Items 4, 7, PRA-01, and PRA-02, and due to the absence of Council Member Pedro Martinez, those items would be continued to the next regular meeting. Ms. Lew also noted that Item No. 8 might also need to be continued; depending on what time Council Member Hamilton arrived at the meeting.

It was further noted that Item 13 had been removed from the Agenda.

ORAL COMMUNICATIONS
- Martha Alcazar Flores introduced Leadership Porterville Class of 2010 Member Stephanie Cortez, who came forward and greeted the Council.

CONSENT CALENDAR
Item No. 4 was removed and continued to the next regular Council Meeting due to lack of a quorum.

1. ACCEPTANCE OF CALIFORNIA INFRASTRUCTURE & ECONOMIC DEVELOPMENT BANK (CIEDB) WATER LOAN

Recommendation: That the City Council:
1. Accept the CIEDB 30-Year loan in the amount of $1,500,000 at an interest rate of 3.31%;
2. Authorize the Mayor to execute the CIEDB furnished Resolution of Loan Acceptance;
3. Appoint and approve the position of City Manager as the City representative authorized to sign all loan documents except where a specific title or position such as Legal Counsel, Finance Director or Public Works Director is required;
4. Authorize the appropriate staff or Counsel to sign the necessary loan documents to effect the loan; and
5. Direct the Public Works Director to provide a detailed economic analysis that supports or refutes the need for meter fee increase prior to the adoption of each subsequent budget.

Documentation: Resolution No. 22-2010
Disposition: Approved

2. ACCEPTANCE OF APPRAISED VALUE OF RIGHT OF WAY FOR PROPERTY LOCATED AT APN 269-060-049 – MARTIN L. MAXWELL AND BETTY LOUISE MAXWELL, TRUSTEES OF THE MAXWELL FAMILY TRUST – JAYE/GIBBONS STREET IMPROVEMENT PROJECT
Recommendation: That the City Council:
1. Authorize staff to begin escrow, with the City paying escrow fees;
2. Authorize staff to make payment to Martin L. Maxwell and Betty Louise Maxwell, Trustees of the Maxwell Family Trust, in the amount of $24,059 after completion of escrow;
3. Authorize the Mayor to sign all necessary documents; and
4. Authorize staff to record all documents with the County Recorder.

Documentation: Resolution No. 23-2010
Disposition: Approved

3. MUNICIPAL POOL COMPLEX - SUMP GRATE RETROFIT

Recommendation: No action required – information only.

Documentation: None
Disposition: None

5. AIRPORT LEASE RENEWAL – LOT 32B

Recommendation: That the Council approve the extension of the Lease Agreement between the City of Porterville and Mr. Donald Deaton of Porterville, CA, for Lot 32B at the Porterville Municipal Airport.

Documentation: M.O. 01-031610
Disposition: Approved

6. ASSIGN AIRPORT LEASE – FBO LOT 17

Recommendation: That the City Council approve the assigned of the lease agreement for Airport FBO Lot 17 between the City of Porterville and Mr. Eddie Wood to Steven Huth and Michael Quatacker, dba HQ Investments.

Documentation: M.O. 02-031610

COUNCIL ACTION: MOVED by Mayor McCracken, SECONDED by Council Member Felipe Martinez that the City approve Items 1, 2, 3, 5 and 6.

AYES: F. Martinez, Ward, McCracken
NOES: None
ABSTAIN: None
ABSENT: Hamilton, P. Martinez
4. **SEAFOOD CAFÉ/EL REVENTON CONSIDERATION OF MODIFICATION OF REVOCATION OF CUP 5-2007**

Recommendation: That the City Council adopt the proposed draft resolution modifying the Seafood Café/El Reventon hours of operation.

The item was continued to the meeting of April 6, 2010, due to lack of a quorum.

Documentation: None
Disposition: Item continued.

**PUBLIC HEARINGS**

7. **VACATION OF A PORTION OF H STREET AND KESSING STREET BETWEEN OAK AVENUE AND THE PORTER SLOUGH (SIERRA VIEW LOCAL HEALTH CARE DISTRICT)**

Recommendation: That the City Council:
   1. Adopt the Resolution of Vacation, including reservations, for a portion of H Street and Kessing Street between Oak Avenue and the Porter Slough; and
   2. Authorize the City Clerk to record the Resolution of Vacation.

The item was continued to the meeting of April 6, 2010, due to lack of a quorum.

Disposition: Item continued.

Mayor McCracken advised that Item No. 9 would be considered next, as Council Member Hamilton had not yet arrived.


Recommendation: That the Council conduct a public hearing and consider the finding of the Transaction and Use Tax Oversight Committee that the 2008-2009 Measure "H" expenditures were "non-consistent" with the adopted 2008-2009 Measure "H" Expenditure Plan.

City Manager Lollis introduced the item, and Administrative Services Manager Patrice Hildreth presented the staff report.

The public hearing opened at 7:22 p.m.

- Gregory Gillett, Chairman of the Transaction and Use Tax Oversight Committee (TUTOC), presented a written report prepared by the committee in support of its finding of non-consistent.
Mr. Gillett also suggested that the public hearing be continued due to the absence of Council Members Pedro Martinez and Cameron Hamilton.

- Rick McIntire, TUTOC member, voiced concern regarding a slippery slope; suggested that the City had plenty of money to fund police and fire departments, but that the money was being used elsewhere; and indicated that he was in support of the committee’s report.

- Shirley Hickman, TUTOC member, spoke of the positive effects of Measure H; voiced concern with the need to hire consultants for a needs assessment; suggested that staff could have done the work of the consultant; and indicated that she was supportive of the report.

- Jack Irish, TUTOC member, voiced his support of the committee’s report.

- Greg Shelton, TUTOC member, voiced his support of the committee’s report; shared his concerns with funds being used for “limousine rides and carpeting”; and spoke of the intent of the ballot measure.

- Barbra Black, TUTOC member, voiced her support for the committee’s report.

- Rick McIntire, TUTOC member, clarified that line item referring to “limo” may not be an actual limo, but another form of transportation.

- Joan Webb, Terra Bella resident, voiced concern regarding the action of the City Council and Measure H expenditures.

- Dick Eckhoff, TUTOC member, spoke as an individual regarding different interpretations of Measure H, referenced language in Resolution 24-2006 and Ordinance 1684, and indicated that he finds the 2008-2009 expenditures to be consistent.

The public hearing closed at 7:57 p.m.

Council Member Hamilton arrived following the closing of the public hearing.

Mayor McCracken stated that he would like additional time to review the committee’s report.

Council Member Hamilton explained that he would never vote for expenditure of Measure H money for building a library, and added that a public safety building that can house both fire and police was a good use of funds. He stated that he appreciated the hard work put in by the committee and requested that the public hearing be continued to allow him the opportunity to review the committee’s report.

Council Member Felipe Martinez and Vice Mayor Ward concurred. Vice Mayor Ward made a motion to continue the public hearing to the next meeting, and requested that alternative funding options be brought back for consideration in the event the Council finds any “non-consistent” expenditures.
Mayor McCracken made a motion to strike out the request for alternative funding options, which died for lack of a second.

**COUNCIL ACTION:**
M.O. 03-031610

MOVED by Vice Mayor Ward, SECONDED by Council Member Hamilton that the City Council continue the public hearing to the meeting of April 6, 2010 and direct staff funding options for items raised by the committee as “non-consistent”.

**AYES:** Hamilton, F. Martinez, Ward

**NOES:** McCracken

**ABSTAIN:** None

**ABSENT:** P. Martinez

City Attorney Lew noted that the public hearing was continued, so public comment would again be allowed.

Disposition: Public Hearing continued to April 6, 2010.

The Council recessed for ten minutes.

8. **CONDITIONAL USE PERMIT 4-92, MODIFICATION NO. 2 AND DESIGN “D” OVERLAY SITE – REVIEW 2-2010 (DON VINO’S)**

**Recommendation:** That the City Council:
1. Adopt the draft resolution containing findings and conditions in support of the approval of Conditional Use Permit 4-92, Modification No.2; and
2. Adopt the draft resolution containing findings and conditions in support of the approval for “D” Overlay Site Review 2-2010.

Mayor McCracken indicated that he was within 500 feet of the project location and exited the Council Chambers.

City Manager Lollis introduced the item, and Community Development Director Brad Dunlap presented the staff report.

The public hearing opened at 8:22 p.m.

- Dick Eckhoff, 197 N. Main, spoke in favor of the expansion.
- Jessica Mahoney, Terra Bella resident, suggested that the opportunity be available to all businesses.

The public hearing closed at 8:24 p.m.
A brief discussion ensued with regard to staff’s noting that the business’ hours were inconsistent with that of other restaurants/bars in the city, and it was requested by the Council that staff contact the business to determine if there is any interest in expanding their hours for consistency.

- Gary Weaver, 1210 Lotus Way, spoke against limiting the hours of operation.

Staff clarified that the Council was considering allowing for the expansion of hours of operation.

**COUNCIL ACTION:**

Resolution 24-2010
MOVED by Council Member Hamilton, SECONDED by Council Member Felipe Martinez that the City Council adopt the draft resolution containing findings and conditions in support of the approval of Conditional Use Permit 4-92, Modification No.2; and adopt the draft resolution containing findings and conditions in support of the approval for “D” Overlay Site Review 2-2010; and direct staff to contact the owner of Don Vino’s to inquire about interest in expanding business hours.

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

Disposition: Approved

**SCHEDULED MATTERS**

10. DESIGN “D” OVERLAY SITE REVIEW 1-2010 (MEDICAL OFFICE BUILDINGS – DR. VEMURI)

Recommendation: That the City Council adopt the draft resolution containing findings and conditions in support of the approval for “D” Overlay Site Review 1-2010.

City Manager Lollis introduced the item, and Assistant Planner Fernando Rios presented the staff report.

Vice Mayor Ward inquired about “D” Overlay Zones, and Community Development Director Dunlap indicated that the majority were generally located on main corridors and main intersections. Vice Mayor Ward requested a map of the “D” Overlay areas, and also requested that staff look into a customer service satisfaction survey and bring back as an agenda item within six months.

**COUNCIL ACTION:**

Resolution 26-2010
MOVED by Council Member Felipe Martinez, SECONDED by Council Member Hamilton that the City Council adopt the draft resolution containing findings and conditions in support of the approval of “D” Overlay Site Review 1-2010; and direct staff to bring back an item regarding a customer satisfaction survey within six months.
AYES: Hamilton, F. Martinez, Ward, Mc Cracken
NOES: None
ABSTAIN: None
ABSENT: P. Martinez

Disposition: Approved, and direction given.

11. COUNCIL MEMBER REQUESTED AGENDA ITEM – REVISIT BIKE AND PEDESTRIAN PLAN

Recommendation: Information provided at Council Member’s request.

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

After a brief discussion, staff was directed to bring back a more detailed staff report to include a map and segment costs for potential pursuit.

Disposition: Staff direction given.

12. COUNCIL MEMBER REQUESTED AGENDA ITEM – CONSIDERATION OF CREATING A CITY-OPERATED OFF-HIGHWAY VEHICLE (OHV) SANDRAIL COURSE

Recommendation: That the City Council consider authorizing the review and potential for creating an OHV sand rail course operation by the City.

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

Council Member Hamilton stated that he wanted the course to be on City-owned land, near the OHV Park. After a brief discussion, staff was directed to pursue options for consideration.

Disposition: Staff direction given.

The Joint City Council/Redevelopment Agency Meeting was cancelled due to lack of a quorum for the two items.

JOINT CITY COUNCIL/REDEVELOPMENT AGENCY MINUTES
March 16, 2010

SCHEDULED MATTERS
PRA-01 AUTHORIZATION TO CONDUCT A JOINT PUBLIC HEARING OF THE CITY OF PORTERVILLE CITY COUNCIL AND THE PORTERVILLE REDEVELOPMENT AGENCY IN CONNECTION WITH THE PROPOSED 2010 AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE PORTERVILLE REDEVELOPMENT
Recommendation: That the City of Porterville City Council:

1. Adopt the attached Resolution consenting to a joint public hearing with the Porterville Redevelopment Agency in connection with the proposed 2010 Amendment to the Redevelopment Plan for the Porterville Redevelopment Project No. 1 and Environmental Impact Report prepared for the Project and directing notification of the same.

That the Porterville Redevelopment Agency:

1. Adopt the attached Resolution consenting to a joint public hearing with the Porterville Redevelopment Agency in connection with the proposed 2010 Amendment to the Redevelopment Plan for the Porterville Redevelopment Project No. 1 and Environmental Impact Report prepared for the Project and directing notification of the same.

2. Direct staff to transmit the proposed amended Redevelopment Plan for the Porterville Redevelopment Project No. 1 to the Porterville Planning Commission for its report regarding conformity to the General Plan.

Disposition: Item continued to April 6, 2010.

PRA-02 A RESOLUTION OF THE PORTERVILLE REDEVELOPMENT AGENCY ADOPTING OWNER PARTICIPATION AND RE-ENTRY RULES AND THE RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION GUIDELINES IN CONNECTION WITH THE PROPOSED 2010 AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE PORTERVILLE REDEVELOPMENT PROJECT NO. 1

Recommendation: That the Porterville Redevelopment Agency adopt the proposed Resolution and, thereby, put into effect for the proposed Added Territory to the Porterville Redevelopment Project No. 1, the existing Participation Rules and Relocation Guidelines for the Project.

Disposition: Item continued to April 6, 2010.

SCHEDULED MATTERS

13. COUNCIL MEMBER REQUESTED AGENDA ITEM – RESIGNATION OF COUNCILMAN PEDRO “PETE” MARTINEZ FROM THE CITY COUNCIL

Recommendation: That the City Council accept the letter of resignation of Councilman Pedro “Pete” Martinez from the City Council.
Disposition: Removed from the Agenda.

14. CONSIDERATION OF APPOINTMENT TO FILL COUNCIL MEMBER VACANCY

Recommendation: That the City Council consider the appointment to fill the vacant office on Council, including any method or process to be utilized.

Disposition: Item continued to Council’s convenience.

ORAL COMMUNICATIONS

• Bob Davis, a Porterville resident, thanked Public Works Director Rodriguez for addressing the issue of parking along Morton in the vicinity of 450 West Morton following the installation of the bike lane.

OTHER MATTERS

• Council Member Hamilton advised that he had received a constituent request for reconsideration of the Fireworks Ordinance recently adopted, and indicated that he would be requesting an agenda item.
• Council Member Felipe Martinez 1) thanked staff for attending the U.S. Census event recently held at the Heritage Center; and 2) commented on his brother-in-law’s passing and viewing that evening, and spoke of commitments one makes as a Council Member.
• Mayor McCracken offered his condolences to Council Member Martinez.
• Vice Mayor Ward 1) noted that he too had received a constituent request to reconsider the Fireworks Ordinance; 2) spoke of recent meetings to discuss the potential expansion of ball fields; and 3) wished all a happy St. Patrick’s Day.

ADJOURNMENT
The Council adjourned at 9:12 p.m. to the meeting of April 6, 2010 at 6:00 p.m.

__________________________
Luisa Herrera, Deputy City Clerk

__________________________
Pete V. McCracken, Mayor
SUBJECT: CLAIM – BRIAN HULSTINE

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Brian Hulstine has filed a claim for personal injuries against the City in an amount exceeding $10,000 in the jurisdiction of Tulare County Superior Court. Claimant alleges he sustained said injuries when his vehicle struck another in the intersection of Morton Avenue and Newcomb Street on October 20, 2009. The allegation is that the City created a dangerous condition by resetting the signal when unsafe to do so.

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: BRIAN HULSTINE  
Claimant's Telephone #: [redacted]

SS#: [redacted]  
DOB: [redacted]  
Gender: Male X Female____

Claimant's address: 1781 W. Bellevue Ct., Porterville CA 93257-1859

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

Date of incident/accident: October 20, 2009

Date injuries, damages, or losses were discovered: October – November 2009

Location of incident/accident: See Attachment A.

What did entity or employee do to cause this loss, damage, or injury? See Attachment A.

(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)? See Attachment A.

What specific injuries, damages, or losses did claimant receive? See Attachment A.

(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 902(f)] See Attachment A.

See Attachment A.

How was this amount calculated (please itemize)? See Attachment A.

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

Date Signed: 03-26-2010  
Signature: [signature]

If signed by representative:
Representative's Name 
Address 
Telephone # Relationship to Claimant
ATTACHMENT A

Claimant's Name: Brian Hulstine

Location of Incident/Accident:
The accident occurred in the intersection of Newcomb Street and Morton Avenue, Porterville, California (hereafter, "Intersection").

What did Entity or Employee do to Cause this Loss, Damage, or Injury?
The circumstances giving rise to this claim are as follows: On October 20, 2009, at approximately 2:57 p.m., Claimant was driving his car eastbound on Morton Avenue and approaching the Intersection. At about this same time, a Dodge Durango SUV (hereafter, "SUV") was proceeding southbound on Newcomb Street and approaching the Intersection.

As the SUV approached the Intersection, the traffic signal lights at the Intersection were flashing red, indicating a four-way stop. At about this same time, Mr. Russell Searle, who was working in the course and scope of his employment as an employee of City of Porterville (hereafter, "City"), was working on the traffic signal lights at the Intersection. Suddenly and without warning, Mr. Searle switched the traffic signal lights to normal function. This created a "dangerous condition," as defined in Government Code section 830, subdivision (a), by providing a green light for Claimant to proceed into the Intersection at about the time the SUV proceeded into the Intersection on a flashing red light that suddenly changed into a solid red light. Justifiably relying on the green light, Claimant proceeded into the Intersection on the green light and collided with the SUV.

At all times mentioned herein and prior thereto, Claimant is informed and believes City owned, maintained, and controlled all or part of the Intersection. The Intersection was in a dangerous condition at the time of Claimant's injuries, which were proximately caused by the alleged dangerous condition. The alleged dangerous condition created a reasonably foreseeable risk of the kind of injury which Claimant incurred, pursuant to Government Code section 835.

Specifically, City and its employee Russell Searle owed a legal duty to Claimant to maintain, operate, control, and switch the traffic signals such that Claimant could proceed safely into the Intersection without colliding with the SUV. Notwithstanding, City and its employee Russell Searle negligently and carelessly, maintained, controlled, operated, and switched the traffic signal lights at the Intersection so as to cause Claimant to collide with the SUV. Claimant further alleges that City and its employee Russell Searle negligently failed to "protect against" the dangerous condition as that term is defined in Government Code section 830, subdivision (b), including failing to provide someone to direct the traffic at the Intersection; failing to turn all four traffic lights to solid red before
changing the light to green that was facing Claimant; and failing to give Claimant any
warning or notice of the dangerous condition. Further, Claimant alleges City negligently
hired, trained and supervised its employee Russell Searle and DOES 1 – 25. As a direct
result and legal cause of Defendants' alleged conduct, Claimant sustained injuries and
damages.

City and its employee Russell Searle, and DOES 1 – 25, are therefore liable for
Claimant's injuries and damages pursuant to statute: Government Code section 835,
subdivision (a); Government Code section 815.2, subdivision (a); Government Code
section 830, subdivision (a); Government Code section 830, subdivision (b); Civil Code
sections 1708, 1714, subdivision (a), and section 2338.

What are the Names of the Entity's Employees who Caused this Injury, Damage, or
Loss (if Known)?
Russell Searle. The names of other public employees causing Claimant's injuries are
unknown, and Claimant alleges that fictitiously named employees DOES 1 – 25 caused
his damages, injuries, and loss.

What Specific Injuries, Damages, or Losses Did Claimant Receive?
As a result of the alleged accident of October 20, 2009, the car that Claimant was driving
at the time of the accident was totaled (a 1997 Toyota Corolla, Calif. License
#3WPK397). Claimant's injuries include but are not limited to his right arm, neck, face,
headaches, dizziness, hip, and brain injury.

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)]
The claim is in an amount that would place it within the unlimited jurisdiction of the
superior court.

How was This Amount Calculated (please itemize)?
The claim is based on Claimant's injuries and damages.
//
//
//
//
//
COUNCIL AGENDA – APRIL 20, 2010

SUBJECT: CLAIM – CATHY CONNOR, RANDALL STEEN, AND DAVID STEEN

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Cathy Connor, David Steen and Randall Steen have filed a claim against the City in an amount exceeding $10,000 in the unlimited jurisdiction of Superior Court for the wrongful death of Vincent Steen, son and brother of the named claimants. Claimants allege that on January 10, 2010, Porterville Police Officers shot and killed Mr. Steen without cause at 693 W. Oakmont.

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: Cathy Connor

Claimant's Telephone #: (Please Type or Print)

SS#: (Please Type or Print) DOB: — Gender: Male Female

Claimant's address: 693 Oakmont, Porterville, CA 93257

Address where notices about claim are to be sent, if different from above: Charles M. Barrett

DBBCW, 2140 Merced St. #102, Fresno, CA 93721

Date of incident/accident: January 10, 2010

Date injuries, damages, or losses were discovered: January 10, 2010

Location of incident/accident: 693 Oakmont, Porterville, CA 93257

What did entity or employee do to cause this loss, damage, or injury? Wrongful arrest, detention, trespass, shooting of son (See paragraphs 3 and 4 of attachment.)

(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)? Brian Nix, Erik Martinez, and Isiah Scaggs.

What specific injuries, damages, or losses did claimant receive? Death of Son, Vincent Steen.

(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)]

Unlimited Civil Case

How was this amount calculated (please itemize)? Injuries arising from death of son, trespass, assault, and negligent infliction of emotional distress.

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

Date Signed: April 8, 2010 Signature: [Signature]

If signed by representative:

Representative's Name: Charles M. Barrett Address: 2140 Merced St. #102

Telephone #: (559) 268-4175 Relationship to Claimant: Attorney

Fresno CA 93721
ATTACHMENT TO
CITY OF PORTERVILLE CLAIM
FOR PERSONAL INJURIES AND
FOR WRONGFUL DEATH

TO THE CITY OF PORTERVILLE, STATE OF CALIFORNIA:

Claimants hereby make a claim for personal injuries as the result of a fatal incident that occurred on January 10, 2010, at the home of CATHY CONNOR and RANDALL STEEN in Porterville, California. Claimants hereby allege as follows:

Claimants’ names are CATHY CONNOR, RANDALL STEEN, and DAVID STEEN and their addresses are as follows:

Cathy Connor
693 Oakmont
Porterville, CA 93257

Randall Steen
693 Oakmont
Porterville, CA 93257
2. The address to which Claimants desire all correspondence and Notices in this matter to be sent is the address of their attorney, as follows:

   Charles M. Barrett  
   Dreyer, Babich, Buccola, Callaham & Wood, LLP  
   2140 Merced Street, Suite 102  
   Fresno, California  93721

3. VINCENT STEEN was the son of Claimant CATHY CONNOR, son to Claimant DAVID STEEN, and brother to RANDALL STEEN (all of the individuals are collectively referred to as “HEIRS”). VINCENT STEEN was killed as a result of the negligent and/or intentional and/or reckless conduct of PORTERVILLE POLICE DEPARTMENT Officers, and possibly other employees of the CITY OF PORTERVILLE as yet unknown, all of whom were employees of the CITY OF PORTERVILLE (including but not limited to the PORTERVILLE POLICE DEPARTMENT), acting within the course and scope of their employment. As such, the CITY OF PORTERVILLE is responsible to Claimants pursuant to applicable provisions of the California Civil Code and Government Code sections 815.2(a) and 820(a).

4. On January 10, 2010, VINCENT STEEN was in or near his home in Porterville, California, riding his bicycle when he was improperly and illegally detained by PORTERVILLE POLICE DEPARTMENT Officers and was later shot and killed by the PORTERVILLE POLICE DEPARTMENT Officers while in his home. At that same time and location, the Officers were in the course and scope of their employment with the PORTERVILLE POLICE DEPARTMENT, and HEIRS are informed and believe and thereon allege that the Officers and or other employees of the PORTERVILLE POLICE DEPARTMENT negligently and/or intentionally and/or recklessly failed to follow the procedures and standards of the PORTERVILLE POLICE DEPARTMENT, appropriate POST Standards, and statutory and decisional law and such negligence resulted in and was a
proximate cause of the death of VINCENT STEEN. The CITY OF PORTERVILLE and the
PORTERVILLE POLICE DEPARTMENT are liable under respondeat superior. The Officers
involved negligently caused the death of VINCENT STEEN by their wrongful detention,
negligent discharge of their duties, and failure to adequately and properly provide care
and assistance to VINCENT STEEN in the course of their attempted arrest and detention of
VINCENT STEEN, and therefore caused damages to him by violating his civil rights, and to
his heirs by the same conduct, CATHY CONNOR, RANDALL STEEN, and DAVID STEEN.
The Officers trespassed against CATHY CONNOR and RANDALL STEEN by entering into
the premises without consent and by ignoring the demand of CATHY CONNOR to not
enter further into the premises. Further, the Officers assaulted and battered CATHY
CONNOR as a result of improper touching that occurred in the course of the wrongful
entry, and as a result of the wrongful entry into the premises owned by CATHY
CONNOR, and the detention of CATHY CONNOR and RANDALL STEEN was wrongful
and therefore constituted false imprisonment under color of authority and constituted a
violation of the civil rights of CATHY CONNOR and RANDALL STEEN. The Officers, and
therefore the CITY OF PORTERVILLE and the PORTERVILLE POLICE DEPARTMENT
negligently caused emotional distress by their actions in negligently attempting to detain
VINCENT STEEN, resulting in his shooting in the presence of both CATHY CONNOR and
RANDALL STEEN and by failing to perform any life saving measures upon VINCENT
STEEN and refusing to permit CATHY CONNOR, a certified first responder, from
providing any efforts to save and resuscitate VINCENT STEEN.

5. On January 10, 2010, in doing the acts described herein above, the Officers, in
the course and scope of their employment with the PORTERVILLE POLICE DEPARTMENT,
were negligent and as a result, deprived Claimants of their rights, privileges, or immunities
secured by the United States and/or California Constitution and laws, thereby subjecting
the CITY OF PORTERVILLE to civil liability for Claimants’ injuries and damages.

///

///

Attachment for Claim for Personal Injuries and for Wrongful Death
6. On January 10, 2010, in doing the acts described herein above, the Officers, in the course and scope of their employment with the PORTERVILLE POLICE DEPARTMENT, intentionally and/or negligently inflicted severe emotional distress upon Claimants.

7. Claimants are informed and believe and on the basis of that information and belief allege that the employees of the PORTERVILLE POLICE DEPARTMENT, who caused the injuries to Claimants, are Brian Nix, Erik Martinez, and Isaiah Scaggs.

8. As a direct result of the incident described herein, Claimants each have sustained economic and non-economic damages for personal injuries, including but not limited to bodily injuries, past and future incidental medical and other consequential expenses, past and future income loss, severe emotional distress, and other non-economic damages. The damages in this matter exceed $10,000, and this case will be an unlimited civil case. To the extent the CITY OF PORTERVILLE requires a sum specific in order to approve this Claim, Claimants will supply such sum upon notice that the CITY OF PORTERVILLE has admitted its responsibility and is prepared to pay the reasonable amount of damages suffered by Claimants. The absence of such sum specific should not, therefore, be a basis for outright denial of the Claim.

WHEREFORE, Claimants HEIRS hereby request that the CITY OF PORTERVILLE approve this Claim.

DATED: April 8, 2010

DREYER BABICH BUCCOLA CALLAHAM & WOOD, LLP

By: CHARLES M. BARRETT
SUBJECT: BUDGET ADJUSTMENTS 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.

Measure H

At the last council meeting, with regards to the planning expenditures for a new library, City Council affirmed the TUTOC’s finding of inconsistency with the Measure H ballot. Of the $220,000 that has been programmed into the expenditure plan, a total of $90,868 has been spent. As per Council’s direction, a budget adjustment in the amount of $220,000 is requested to remove the appropriation for the planning of a new library from the Measure H expenditure plan.

During the same meeting, while no specific action was taken by Council, it was staffs’ understanding that Council determined that Measure H funds will not be used for any capital project expenditures for the Library. The current year’s budget includes a $45,000 appropriation for the remodeling of the existing library building. A budget adjustment to remove this appropriation from the Measure H expenditure plan is requested.

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

ATTACHMENT: Schedule of Budget Adjustments
CITY OF PORTERVILLE
Budget Adjustments

Date: April 20, 2010

<table>
<thead>
<tr>
<th>FUND - ACCT NO</th>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>FUNDING SOURCE</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-4220</td>
<td>1</td>
<td>New library planning</td>
<td>Meas H</td>
<td>-$220,000</td>
</tr>
<tr>
<td>04-4220</td>
<td>2</td>
<td>Library building remodel</td>
<td>Meas H</td>
<td>-$45,000</td>
</tr>
</tbody>
</table>

Modification No: 7-09/10
SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – JAYE STREET SEWER AND WATER EXTENSION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Plans and Project Manual have been prepared for the Jaye Street Sewer and Water Extension Project. The project includes installation of sewer main, sewer laterals, water main, water services and related appurtenances in Jaye Street and Montgomery Avenue in preparation of the upcoming Jaye Street/Montgomery Avenue Roundabout Project and the South Jaye Street Extension Project.

The Plans and Project Manual are available in the La Barca Conference Room for Council's review.

The Estimate of Probable Cost for the project is $270,600 with $27,060 required for the construction contingency (10%). It is estimated that an additional $13,530 is required for construction management, quality control and inspection. The total estimated cost associated with the project is $311,190. Of this total amount, the estimated cost for the sewer system is $208,955 and the estimated cost for the water system is $102,235. An Estimate of Probable Cost is attached for Council's review.

The Sewer Revolving Fund is the funding source for the sewer component of this project as approved in the 09/10 Annual Budget. There is a need to appropriate funds to the 09/10 Annual Budget for construction of the water system. Funds are available within the Water Replacement Funds and could be used to finance the water system.

RECOMMENDATION: That City Council:

1. Approve staff's recommended plans and project manual;

2. Authorize staff to advertise for bids on the project; and

3. Authorize staff to appropriate the necessary funds from the Water Replacement Fund during the construction award process.

ATTACHMENTS: Estimate of Probable Cost Locator Map

Item No. 5
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Prepare SWPPP &amp; Dust Control Plan</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>SWPPP Implementation</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>3</td>
<td>186</td>
<td>LF</td>
<td>Install 6&quot; SDR 35 Pipe (including temporary trench patches in traveled ways where applicable)</td>
<td>$50.00</td>
<td>$9,300.00</td>
</tr>
<tr>
<td>4</td>
<td>200s</td>
<td>LF</td>
<td>Install 8&quot; SDR 35 Pipe (including temporary trench patches in traveled ways where applicable)</td>
<td>$50.00</td>
<td>$100,250.00</td>
</tr>
<tr>
<td>5</td>
<td>964</td>
<td>LF</td>
<td>Install Permanent Trench Patch per City Std. &quot;P-4&quot;</td>
<td>$12.50</td>
<td>$12,050.00</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>EA</td>
<td>Install SSMH per City Std. &quot;S-1&quot;</td>
<td>$3,500.00</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>EA</td>
<td>Connection to Existing Sewer</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>8</td>
<td>12</td>
<td>EA</td>
<td>Install Sewer Laterals per City Std. &quot;S-7&quot;</td>
<td>$2,000.00</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>EA</td>
<td>Install CL. 200 (20’ segment @ SS crossings over Water Main)</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>10</td>
<td>3</td>
<td>EA</td>
<td>Sewer Clean Out</td>
<td>$2,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Sewer Subtotal</strong></td>
<td><strong>$187,700.00</strong></td>
<td><strong>$187,700.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Water Subtotal</strong></td>
<td><strong>$88,900.00</strong></td>
<td><strong>$88,900.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project Subtotal (Sewer + Water)</td>
<td><strong>$270,600.00</strong></td>
<td><strong>$270,600.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10% Contingency</td>
<td><strong>$27,060.00</strong></td>
<td><strong>$27,060.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5% Staff &amp; Testing</td>
<td><strong>$13,530.00</strong></td>
<td><strong>$13,530.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$311,190.00</strong></td>
<td><strong>$311,190.00</strong></td>
</tr>
</tbody>
</table>
SUBJECT: AUTHORIZATION TO REJECT BIDS AND RE-ADVERTISEMENT – CNG PICKUP TRUCKS

SOURCE: FINANCE DEPARTMENT/PURCHASING DIVISION

COMMENT: Staff solicited bids for six (6) new one-half ton full-size pickup trucks with CNG conversions. Four (4) bids were received, none of which completely met the City’s specifications.

Staff have evaluated the bids and determined that it would be in the best interest of the City to reject the bids and re-advertise the project. Numerous irregularities and ambiguities made it impossible to fairly and accurately compare the bids to determine the lowest and most responsive bid. The purchase of the CNG pickup trucks is authorized by a Federal grant administered by CalTrans in the amount of $194,766, with a local match of $25,234. Total estimated project cost is $220,000. It is therefore requested that Council give staff the authorization to reject all bids, re-design the specifications and re-advertise the project.

RECOMMENDATION: That the Council rejects all four (4) bids for the six (6) one-half ton full-size pickup trucks with CNG conversion and authorize Staff to re-advertise the equipment.
SUBJECT: AWARD OF CONTRACT – SOLAR PANEL RADAR SPEED SIGNS

SOURCE: Public Works Department - Engineering Division

COMMENT: On April 8, 2010, staff received five (5) bids for the Solar Panel Radar Speed Sign project. The project is funded by a Safe Routes to School (SR2S) grant in the amount of $19,080 with a local match of $2,120 for a total of $21,200. Regrettably, one of the bids was deemed unresponsive to the City’s specifications. The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. FLASHCO Fresno, CA</td>
<td>$20,736.28</td>
</tr>
<tr>
<td>2. Western System, Inc. Everett, Wash.</td>
<td>$24,429.44</td>
</tr>
<tr>
<td>3. Fortel Traffic, Inc. Anaheim, CA</td>
<td>$35,721.80</td>
</tr>
<tr>
<td>4. Western Pacific Signal, LLC San Leandro, CA</td>
<td>$36,440.00</td>
</tr>
</tbody>
</table>

The Engineer’s Estimate of Probable Cost was $21,200. The low bid is 2.2% below the engineer’s estimate. Staff has found the low bid acceptable.

The project includes the purchase of four solar powered radar speed signs and will be installed by City forces. The radar speed signs alert drivers of their actual speed as they drive through four different school zones. The sign locations will be determined by the Police Department and Public Works.

Staff respectfully asks that the remaining $464 be used for construction administration purposes. The Street Sign Upgrade Account (89-9111) is the funding source.
RECOMMENDATION:

That City Council:

1. Award the Solar Panel Radar Speed Sign Project to FLASHCO, Inc. in the amount of $20,736.28;

2. Authorize full payment upon delivery of all materials, software and warranties;

3. Authorize an expenditure of $464 for construction administration;

4. Direct the Finance Director to prepare a budget adjustment to the 2009/2010 Annual Budget in the amount of $20,736.28; and

5. Direct the Finance Director to reimburse the Street Sign Upgrade Account upon receipt of the SR2S grant funds.
SUBJECT: ADOPT RESOLUTION FOR ACQUISITION OF RIGHT OF WAY
PROPERTY LOCATED AT APN 269-120-006 – NADINE HARDAWAY AKA
MARGARET NADINE HARDAWAY, SURVIVING TRUSTEE OF THE
RICHARD AND NADINE HARDAWAY REVOCABLE LIVING TRUST
DATED OCTOBER 28, 2000 – JAYE STREET – HWY 190 TO GIBBONS
PROJECT

SOURCE: PUBLIC WORKS DEPARTMENT

COMMENT: During the February 2, 2010, City Council meeting Council approved the
purchase of right of way, in the amount of $9,977 from Richard J. Hardaway &
Nadine Hardaway Revocable Living Trust, for property located at APN 269-120-
006.

As of this date the title has changed to Nadine Hardaway aka Margaret Nadine
Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable
Living Trust dated October 28, 2000. Therefore, a corrected Resolution stating
the correct title needs to be adopted.

RECOMMENDATION: That City Council adopts the corrected Resolution to Nadine
Hardaway aka Margaret Nadine Hardaway, Surviving Trustee of
the Richard and Nadine Hardaway Revocable Living Trust dated
October 28, 2000 for purchase of property located at APN 269-
120-006.

ATTACHMENTS:

1. Resolution

DD Appropriated/Funded CM Item No. 8
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR PUBLIC STREET AND UNDERGROUND UTILITIES PURPOSES FROM NADINE HARDAWAY AKA MARGARET NADINE HARDAWAY, SURVIVING TRUSTEE OF THE RICHARD AND NADINE HARDAWAY REVOCABLE LIVING TRUST DATED OCTOBER 28, 2000

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee from Nadine Hardaway aka Margaret Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust dated October 28, 2000, for public street and underground utilities purposes, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit “A” and “B” attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the purchase price of $9,977.00 is hereby approved with the City to open escrow account, pay all escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The forgoing has been accepted by the City Council for the City of Porterville.

PASSED, ADOPTED AND APPROVED this 20th day of April 2010.

________________________
Pete V. McCracken, Mayor

ATTEST:
John Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
"Exhibit A"

The West 22.00 feet, of the East 42.00 feet, of the Southeast quarter, of the Northwest quarter, of Section 2, Township 22 East, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the official plat thereof;

EXCEPTING THEREFROM that portion thereof described as follows;

Beginning at a point on the North-South center section line, distant 1335.1 feet South of the North quarter corner of said Section 2, and running thence West 417.42 feet, thence South 208.71 feet, thence East 417.42 feet, and thence North 208.71 feet, to the Point of Beginning, as per Licensed Survey recorded August 16, 1935 in Book 7, Page 18 of Licensed Surveys, in the office of the County Recorder of said County.

ALSO EXCEPTING THEREFROM the south 320 feet thereof.

The herein described parcel contains 17,503 square feet, more or less.

End of Description

SOURCE: PUBLIC WORKS DEPARTMENT

COMMENT: During the January 19, 2010, City Council meeting Council approved the purchase of right of way, in the amount of $6,812 from Stanley M. Noble, Successor Trustee of the Edward B. and Elizabeth F. Cornell Revocable Trust Dated April 6, 1989, for property located at APN 269-130-001.

As of this date the title has changed to Stanley M. Noble, Successor Trustee of the Isaac Gonzalez Residence Trust created under the Edward B. Cornell and Elizabeth F. Cornell Revocable Trust dated April 6, 1989. Therefore, a corrected Resolution stating the correct title needs to be adopted.

RECOMMENDATION: That City Council adopts the corrected Resolution to Stanley M. Noble, Successor Trustee of the Isaac Gonzalez Residence Trust created under the Edward B. Cornell and Elizabeth F. Cornell Revocable Trust dated April 6, 1989 for purchase of property located at APN 269-130-001.

ATTACHMENTS:

1. Resolution
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR PUBLIC STREET AND UNDERGROUND UTILITIES PURPOSES FROM STANLEY M. NOBLE, SUCCESSOR TRUSTEE OF THE ISAAC GONZALEZ RESIDENCE TRUST, CREATED UNDER THE EDWARD B. CORNELL AND ELIZABETH F. CORNELL REVOCABLE TRUST DATED APRIL 6, 1989

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee from Stanley M. Noble, Successor Trustee of the Isaac Gonzalez Residence Trust created under the Edward B. Cornell and Elizabeth F. Cornell Revocable Trust dated April 6, 1989, for public street and underground utilities purposes, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit “A” and “B” attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the purchase price of $6,812.00 is hereby approved with the City to open escrow account, pay all escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The forgoing has been accepted by the City Council for the City of Porterville.

PASSED, ADOPTED AND APPROVED this 20th day of April 2010.

Pete V. McCracken, Mayor

ATTEST:
John Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
"Exhibit A"

The East 10.00 feet, of the West 30.00 feet, of the North 128.00 feet, of the Southwest quarter, of the Northeast quarter, of Section 2, Township 22 East, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the official plat thereof.

*The North 128.00 feet is to be measured along the West line of said Southwest quarter of the Northeast quarter.*

The herein described parcel contains 1,280 square feet, more or less.

End of Description
TITLE: REPORT - COOPERATION AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND THE TULE RIVER INDIAN TRIBE

SOURCE: CITY ATTORNEY

COMMENT: Attached is the Cooperation Agreement approved by the City Council during its Closed Session on March 16, 2010, and approved by the Tule River Indian Tribal Council at its meeting on April 1, 2010.

The Tribe has submitted an application to the United States Department of the Interior requesting that the United States take title to approximately 40 acres of Tribe-owned land within the City limits so that it will be held in trust for the benefit of the Tribe, to be utilized for non-gaming purposes. In order to address any City concerns regarding the effects said application will have on the City, the Tribe expressed its willingness to enter into an agreement that would set forth a framework for dealing with new land uses on the trust property. Consequently, the City and Tribe have approved the attached agreement.

The Agreement provides 1) that the Tribe will not engage in any new development, construction or new operation of any land use unless a written agreement is executed by the parties that assures consistency with the City’s General Plan, regulations and policies in effect at the time of the proposed development, 2) that in any such agreement any and all appropriate monetary and community contributions shall be committed to the City to account for the City’s share of lost revenues related to taxes, licenses, and development fees, etc., 3) that in the event the proposed development is not consistent with the City’s applicable regulations, development will not proceed unless and until a written agreement between the parties is executed addressing any additional impacts, and 4) that the City will agree that it will not oppose the fee to trust application.

The Cooperation Agreement goes into effect after the Federal Government takes title to the Property in trust for the Tribe.

RECOMMENDATION: Report Only (no action).

ATTACHMENTS: Executed Cooperation Agreement Between the City of Porterville and the Tule River Indian Tribe
COOPERATION AGREEMENT BETWEEN THE CITY OF PORTERVILLE
AND THE TULE RIVER INDIAN TRIBE

WHEREAS, the Tule River Indian Tribe ("Tribe") inhabits a reservation that includes over 55,000 acres of rugged foothill lands of the Sierra Nevada Mountains; and

WHEREAS, the Tribe owns approximately 40 acres of land in the City of Porterville ("City") and adjacent to the Porterville Municipal Airport, commonly referred to as Tulare County Assessor Parcel Numbers (APN): 302-400-001 through 017 ("Tribal Property"); and

WHEREAS, the Tribe has submitted an application to the United States Department of the Interior requesting that the United States take title to the Tribal Property ("Fee to Trust Application") so that it will be held in trust for the benefit of the Tule River Indian Tribe of the Tule River Reservation; and

WHEREAS, the Tribe and the City intend to establish a cooperative and mutually respectful government-to-government relationship between each other with respect to development of the Tribal Property consistent with the City's general plan and land use regulations and policies, and assuring mitigation of any potential impacts that may be associated with any future development of the Tribal Property; and

WHEREAS, the Tribe wishes the City to support the Tribe's Fee to Trust Application; and

WHEREAS, the parties are committed to entering into a voluntary contractual arrangement with each other to provide for development consistent with the City's land use framework, and to assure mitigation of any impacts that may be associated with any proposed development of the Tribal Property; and

WHEREAS, the parties believe that the terms and obligations contained in the Memorandum of Understanding Between The City of Porterville and The Tule Indian Tribe To Advance Further Negotiations and The Performance of Governmental Processes ("MOU") are superseded by this Agreement; and

WHEREAS, the purpose of this Cooperation Agreement is to set forth the understandings of the Tribe and the City on the topics expressly set forth in this Cooperation Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Agreement Required for Development of Tribal Property**

   After the Federal Government takes title to the Tribal Property in trust for the Tribe, the Tribe agrees that it will not engage in any new development, construction or new operation of any land use on the Tribal Property prior to execution of a written agreement between the Tribe and the City which agreement shall assure that: 1) any intended land use of the Tribal Property shall be consistent with the City's General Plan, and all applicable City regulations and policies, including its zoning ordinance and site development standards for the Tribal Property, in effect at the time of the proposed development, construction or commencement of operation, and 2) any and all appropriate monetary and community contributions shall be committed to the City to account for the City's share of lost revenues in the form
of taxes, licenses, development impact fees and to mitigate various impacts that may arise in connection with any proposed development provided such fees would be imposed on other similarly situated developments in the City which are consistent with the City's land use regulations.

2. **Consideration of Land Uses Inconsistent with Applicable Regulations**

   After the Federal Government takes title to the Tribal Property in Trust for the Tribe, in the event the Tribe intends to propose any development of the Tribal Property that is inconsistent with the City's applicable land use regulations, the parties hereby agree that development will not proceed unless and until a written agreement is executed between the parties, addressing additional monetary or community contributions, in addition to those set forth in paragraph 1, above to mitigate impacts associated with the development.

3. **City Non-Opposition**

   In consideration of the covenants of the Tribe as set forth in this Agreement, the City agrees to not oppose any efforts by the Tribe to cause the Secretary to accept trust title to the Property for the benefit of the Tribe.

4. **Non-Applicability of CEQA**

   The approval of this Agreement is not subject to the California Environmental Quality Act ("CEQA") as it does not constitute a project under CEQA.

5. **Severability**

   If any provision of this Cooperation Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Cooperation Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Cooperation Agreement, and the remaining provisions of this Cooperation Agreement shall remain in full force and effect.

6. **Scope**

   This Cooperation Agreement is intended to apply and shall be construed to apply solely to the Tribal Property, and shall not be construed to apply to any other property owned by the Tribe.

7. **Dispute Resolution Provisions**

   In an effort to foster good government-to-government relationships, the Parties agree to the dispute resolution procedures set forth in this Section.

   (a) Meeting: The Parties shall make their best efforts to resolve claims of breach of this Cooperation Agreement by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions and conditions of this Cooperation Agreement as follows:
(i) A Party shall give the other Party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims of breach of this Cooperation Agreement.

(ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after receipt of the notice, unless the Parties agree in writing to an extension of time.

(b) Litigation

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then the Parties may seek to have the dispute resolved in the federal district court for the Eastern District of California, or to the extent it declines jurisdiction, in the Courts of the State of California. The parties expressly agree, however that any lawsuit in the Courts of the State of California will be initiated in the Superior Court for Tulare County.

(c) Other Dispute Resolutions

This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, arbitration, mediation or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

8. **Limited Waiver of Sovereign Immunity**

(a) Waiver

Subject to the provisions of this Section, each of the Parties expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the other Party as to any civil action relating to claims of breach of this Cooperation Agreement (including but not limited to, claims for injunctive, specific performance or declaratory relief), and not as to any other actions, matters or disputes. Both parties agree that any dispute that is brought as a result of this Agreement shall not include any claim for monetary awards or damages.

(b) Limitations on Tribe's Waiver

The Tribe’s waiver of sovereign immunity is limited solely to disputes arising under this Cooperation Agreement that do not involve monetary awards or damages. The Tribe does not waive its sovereign immunity to permit any monetary award or damages against, and the courts will have no authority or jurisdiction to issue any monetary award or damages or order the execution or enforcement of any monetary award or damages against, any assets or revenues of the Tribe. The Tribe’s waiver of sovereign immunity shall extend only to the City and shall not inure to the benefit of any third party beneficiaries or others.

9. **Termination of Prior MOU**
The parties agree that the MOU entered into in and around March 2008 by and between the City and the Tule River Indian Tribe is of no further force or effect and no provisions or obligations contained in the MOU shall be binding upon or inure to the benefit of either party.

10. **Termination of this Agreement**

To the extent the Tribe withdraws its fee to trust application for the Tribal Property and so notifies the City of such withdrawal then either the Tribe or City may terminate this Agreement upon the giving of ninety (90) days advance written notice to the other.

Effective this 1st day of April, 2010.

City of Porterville

By: ____________________

Its: ____________________

Tule River Tribal Council

By: ____________________

Its: Chairman
SUBJECT: APPROVE AIRPORT LEASE – LOT 61A

SOURCE: FINANCE DEPARTMENT/PURCHASING DIVISION

COMMENT: Staff has been contacted by Mr. Kevin Taggard, Vice President of Central Valley Mortgage Services, Inc., of Porterville, concerning construction of a new hangar at the Porterville Municipal Airport to accommodate the company’s corporate aircraft. The City’s Project Review Committee has reviewed the project and outlined the conditions which must be met in order to receive a building permit.

The City Engineer has surveyed the property and designed Lot 61A, which consists of approximately 4,320 square feet. A Legal Description and Property Plat are included as Exhibit “A” and Exhibit “B” of the draft Lease Agreement which is attached. The new site will allow for future growth with two additional hangar sites adjacent to this new lot.

RECOMMENDATION: That the Council approves the draft Lease Agreement between the City of Porterville and Central Valley Mortgage Services, Inc., for Lot 61A at the Porterville Municipal Airport.

ATTACHMENT: Draft Lease Agreement

D.D. Appropriated/Funded C.M. Item No. 11
LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of May, 2010, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and CENTRAL VALLEY MORTGAGE SERVICES, INC., hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. **Premises:** City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 61A at the Porterville Municipal Airport, as shown on the legal description and site map marked Exhibit "A" and Exhibit "B" being attached hereto and by this reference made a part hereof.

2. **Term:** The term of this Lease shall commence on May 1, 2010, both parties having executed the same, and shall terminate on April 30, 2025, provided Lessee is not in default with respect to any of the conditions or covenants of this lease.

3. **Rental and Business Privilege Consideration:** Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of $.265 per square foot per year.
Inasmuch as the lease site (See Exhibit “A” attached) contains approximately 4,320 square feet of land area, said rental rate will be $1,144.80 annually, or $95.40 per month, payable in advance.

Beginning January 1, 2011, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CIP index will be “All Urban Consumers.”

4. **Purpose:** This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. **Right of Ingress and Egress:** Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in
common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. **Condition of Premises:** Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. **Alteration:** Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. **Maintenance:** Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. **Utilities:** Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. **Utility Extension or Modification:** Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.
11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a
possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or
assessments levied by any governmental agency upon any interest acquired by Lessee under the terms
of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all
laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the
national, state, county or city government which may in any way apply to the use, maintenance or
occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and
improvements situated thereon free from any liens or encumbrances arising out of any work
performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negotiation of Partnership: City shall not become or be deemed a partner or joint venturer
with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in
and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease
provided, including (without limiting the generality of the foregoing) the right of City to enter upon the
premises for the purpose of installing, using, maintaining, renewing, and replacing such underground
oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph,
and electric power conduits or lines as City may deem desirable in connection with the development or
use of any other property in the neighborhood of the premises. City shall compensate Lessee for any
and all damage to Lessee’s improvement and personal property caused by the exercise of the rights
reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and
save harmless the City, its agents, officers, and employees, and each of them, from any and all losses,
costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or
persons, or damage to property of third persons arising out of or in any way connected with (a) the
conducting or operation of Lessee’s business on the demised premises during the term of the Lease or
any holding over, or (b) the construction or the removal of any facilities or improvements on the
demised premises during the term of this Lease or any holding over.
16. **Liability Insurance:** Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee’s aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS ($1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City’s option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. **Nondiscrimination:** Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation -
Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government: This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).
22. **Rights of United States Government:** This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. **Notices:** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee:  
Mr. Kevin Taggard, Vice President  
Central Valley Mortgage Services, Inc.  
641 S. Plano Street  
Porterville, CA  93257

To the City:  
Airport Manager  
City of Porterville  
291 N. Main Street  
Porterville, CA  93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. **Authorized Agent of the City:** The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. **Assignment and Subletting:** This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such
sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. **Hypothecation:** Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee’s interest under this Lease and the leasehold estate so created to a bonafide lender on the security of the leasehold estate. Any such bonafide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

   (a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee’s rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee’s rights hereunder by Lessee.

   (b) To succeed to the interest of Lessee hereunder and thereafter at such lender’s option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City’s Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee’s improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City’s Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. **Breach by Lessee:** In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated.
and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney’s fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee’s right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. **Waiver of Breach:** The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. **Bankruptcy:** In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee’s rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee’s rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term “Lessee,” as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.
30. **Quiet Possession:** Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. **Surrender of Premises:** On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee’s occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. **Removal of Improvement at Termination:** Upon the termination of this Lease, or any holding over, for any reason other than Lessee’s failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee’s sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City’s total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee’s failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee’s failure to perform and thereupon the Lessee shall have the right to remove the said improvements.
33. **Incorporation of Prior Agreements and Amendments:** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. **Severability:** The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. **Construed Pursuant to California Law:** The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. **Venue:** If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. **Covenants and Conditions:** Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. **Captions:** The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. **Time of Essence:** Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.
CITY:
CITY OF PORTERVILLE

LESSEE:
CENTRAL VALLEY MORTAGE SERVICES, INC.

By: ________________________________
    Pete V. McCracken, Mayor

By: ________________________________
    Kevin Taggard, Vice President

ATTEST:

By: ________________________________
    John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: ________________________________
    Julia Lew, City Attorney
Exhibit “A”

Porterville Municipal Airport – Lease Lot 61A

That portion of the Northeast quarter of Section 9, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING AT a City of Porterville brass capped 2-inch iron pipe, accepted as the Center Corner of said Section 9;

THENCE, North 89°58′38″ East, along the south line of said Northeast quarter, a distance of 979.60 feet, to a City of Porterville brass capped 2-inch iron pipe marking the intersection with the Porterville Municipal Airport building setback line;

THENCE, North 44°55′30″ West, along said setback line established by the monumented centerline of the most northeasterly taxiway, a distance of 1656.92 feet, to the most southerly corner of Site 61 of said Airport, said point being the POINT OF BEGINNING;

THENCE, continuing North 44°55′30″ West, a distance of 60.00 feet;

THENCE, North 45°04′30″ East, a distance of 72.00 feet;

THENCE, South 44°55′30″ East, a distance of 60.00 feet;

THENCE, South 45°04′30″ West, a distance of 72.00 feet, to the POINT OF BEGINNING.

CONTAINING: 4,320.00 square feet more or less.

BASIS OF BEARING for the parcel described herein is the south line of the Northeast quarter of said Section 9, as described in the legal description for Site 9 of said Airport.

END OF DESCRIPTION

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

Signature: [Signature]
Licensed Land Surveyor

Date: 4-9-2010
That portion of the Northeast quarter of Section 9, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof.

OWNER: City of Porterville
STATUS: Lot 61A Lease Lot
AREA: 4,320 S.F. (Total)
ACRES: 0.099 A.C. (Total)
DRAWN BY: Bow
CHECKED BY: DB/MKR
COUNCIL AGENDA: APRIL 20, 2010

SUBJECT: A RESOLUTION APPROVING THE APPLICATION FOR STATE OFF-HIGHWAY VEHICLE GRANT FUNDS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Staff has prepared an application for Off-Highway Vehicle Grant Funds. The process entailed an on-line preliminary application and the ability for the public to review and comment on the preliminary application. Preliminary application review and comment is conducted on the State OHV website allowing the world-wide public an ability to participate. In addition, State OHV personnel review the preliminary application and provide comments on the completeness and accuracy of the preliminary application. We are then given the opportunity to revise the preliminary application for purposes only of responding to public and State comments, prior to confirming the submission of a final application.

Staff prepared a preliminary application for $259,029 in activities, which is comprised of a $192,000 grant request and a $67,029 local match and the public comment period has been completed. The preliminary application is in two activity areas, Ground Operations and Law Enforcement. It is staff’s opinion that the public comments received do not warrant a need to modify the preliminary application.

The Ground Operations activity is for the annual ongoing maintenance and operational enterprise, and includes the proposed purchase of replacement equipment of a new ATV Utility vehicle and a used loader tractor.

The Law Enforcement activity is for patrol of city facilities and private lands to deter illegal OHV activities, as well as educational outreach and awareness efforts. The Police Department conducts this effort and they utilize the ATV patrol vehicle acquired through the current grant program, as well as their contract airship services.

The Ground Operations and Law Enforcement activities are for one year commencing July 1, 2010. The local match for the proposed grants is comprised of volunteer efforts, administrative services, and general fund expenses anticipated within the Parks & Leisure and Police Department operational budgets. The final application submission must be made by May 3, 2010, and results of the competitive scoring will be known by June 7, 2010.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Grant Request</th>
<th>Match</th>
<th>Total Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Operations</td>
<td>$168,000</td>
<td>$59,029</td>
<td>$227,029</td>
</tr>
<tr>
<td>Law Enforcement</td>
<td>$24,000</td>
<td>$8,000</td>
<td>$32,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$192,000</strong></td>
<td><strong>$67,029</strong></td>
<td><strong>$259,029</strong></td>
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</table>

**RECOMMENDATION:** Adopt a Resolution approving the application for State Off-Highway Vehicle Grant Funds.

**ATTACHMENTS:** Resolution
Project Descriptions & Response to Public Comments
RESOLUTION NUMBER:
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

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

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

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

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

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and

2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and

3. Certifies that the Project will be well-maintained during its useful life; and

4. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and

5. Certifies that this agency will provide the required matching funds; and

6. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and

7. Appoints the Director of Parks & Leisure Services as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the 20th day of April, 2010.

By: _____________________________
   Pete V. McCracken, Mayor

Attest:
John Lollis, City Clerk

Patrice Hildreth, Chief Deputy City Clerk
Ground Operations:

Porterville OHV Park is part of a comprehensive recreational area with approximately 30 acres of land devoted to various OHV tracks for youth and adult OHV recreation. Four separate tracks are available, each providing a unique OHV riding opportunity. The entire recreational area is operated and maintained 12 months of the year.

The Ground Operations activity includes continued routine maintenance of the OHV Park including track refurbishing, weed abatement, dust/erosion control, building maintenance, safety personnel, equipment maintenance, fuel, publicity, and utilities costs. All tracks are regularly refurbished and moisture conditioned for optimum riding traction as well as fugitive dust control. An on-site equipment storage building and a separate public restroom building are provided for maintenance and operational convenience. This project will provide replacement equipment of an ATV utility vehicle and a used loader tractor. Rental of other heavy equipment, when needed, is included in this project as is the rental of portable toilet facility for a remote portion of the OHV Park.

Law Enforcement:

The requested funds will be used for enforcement of applicable laws relating to the operation of off-highway vehicles, as well as the purchase and distribution of educational materials. Officers will patrol identified areas utilizing motorcycles and helicopter patrols. The helicopter patrols are part of the Tulare County Multi-Agency Air Support Unit patrol missions. The flight crew includes a Tactical Flight Officer specially trained for the air support unit. Grant funds will be utilized to provide continued air patrol of the park and surrounding areas. During land patrols, off-highway vehicle riders will be educated as to applicable laws pertaining to the operation of those vehicles. This will be done both with distribution of materials, as well as the actual citations/arrests as necessary. In addition, law enforcement personnel will participate in various community gatherings, such as the local fair, and distribute educational material to enhance community awareness and public safety with regard to the operation of off-highway vehicles. Periodic visits to the Porterville OHV Park during public activities will also take place with efforts to verify current registration of vehicles and disseminate educational materials.
Comments and Responses to Preliminary OHV Grant Application submitted by the City of Porterville Parks and Leisure Services Department

Everyone asking for Grant money does it with honorable intentions to manage our public lands, provide sustainable recreation and protect resources. I agree with all of that and am not one to say "do not fund" but there are exceptions from my point of view.

In reviewing these grants for 2009/2010 It is alarming how the % of actual work on the ground changes from one agency to another. From experience I would like to see no more than 5% of the grant request for staff under Ground Operation go to management. The key to sustainable recreation on our public lands are for our grant money to be spent on the ground.

Every single grantee should be preaching "Stay on Designated Trail" regardless what your job is, it is the responsibility of every person involved with OHV that this message has to pushed.

Every single grantee should encourage those that are law abiding citizens to put pressure on the "Willfully Ignorant" to change their way so that we can have a "Sustainable OHV recreation" for future generations.

Lastly I want to thank every single person involved in working on OHV recreation for your time and dedication. [Ed Waldheim "OHV activist for access to public lands for all" - 3/28/10]

RESPONSE: The comments are noted and appreciated. The indirect cost is for field supervision, department administration, equipment purchase coordination, and general organizational administrative expenses.

Every single Law Enforcement grant should have a commitment and focus to catch the "Willfully Ignorant" visitor. We see every day folks doing what ever they want and they feel immune because it is their feeling "there is no one around to catch me" That has to change. Yes, we have Green Sticker Violations, sound violations, and other normal day to day violations that by now should be all in compliance. It is the "Willfully Ignorant " that does not abide by the rules of the areas they ride in, i.e. "Stay on Designated Trails" "Respect Private Property" "Know the rules of area you are riding in " be it Forest Service, BLM, City and County. All of us can put pressure on the "Willfully Ignorant" but it is Law Enforcement that needs to focus their talent to those that want to ruin it for everyone. We can not let them rule our destiny or how we are being portrait in the eyes of the public and government elected officials.

The other area of grave concern is our children, we need to make sure that all children 16 and under on Quads have the proper certification. We need to make sure that they are properly dressed to ride, no tank tops, tennis shoes and short pants. Parents need to be told of their responsibility in the strongest possible manner, ticket.
Thank you all for working this very difficult issue. [Ed Waldheim "OHV activist for access to public lands for all" - 3/28/10]

RESPONSE: Law enforcement activities are undertaken throughout the jurisdictional boundaries of the City primarily towards protecting private property, informing of the availability of a local dedicated OHV facility, and ensuring proper licensing.

I was there in the early 80's when this facility was opened with an AMA national Event. Bleachers there and as I recall OHV put over 500 K into this facility. Now after years on and off again, I find it interesting that a grant for $169,000 dollars is being asked for a multi use complex. I have not been there since it's opening, but have a hard time understanding how you can spend $169,000 on a facility that is only 30 Acres. there are no visitor numbers stated, There is no reference to income from the running of a track, which that is what EMT are for, tractor rental, to prep the track, flaggers $11,831 that is for racing. This grant does not describe exactly what is going on. It is a moto Cross track? so who runs it. What happens to the gate fee? Is this open to public every day, one hour a week, or only once a month, there just is not enough information to be able to support this kind of money on 30 Acres.

Law Enforcement is reasonable, however still wish we had some number of contact, and if outside of the park, what type of contact is this, Get ticket, is riding available outside of the track? Again, what is this county and City position on OHV? [Ed Waldheim "OHV activist for access to the public lands for all" - 3/28/10]

RESPONSE: The commenter's long involvement with OHV facilities is appreciated. The 80's Porterville OHV facility referenced was reconfigured years ago with a multi use complex with separate tracks for a variety of OHV equipment. The personnel and equipment items mentioned by the commenter are needed for the safety of the OHV users due to the configuration of the various modern tracks. The City of Porterville operates and maintains the facility, and fees collected assist with offsetting the local share of the facility expenses.
SUBJECT: TULARE COUNTY HAZ- MAT RESPONSE

SOURCE: FIRE DEPARTMENT

COMMENT: The City of Visalia has been participating with local agencies to address the need for ongoing funding to continue as well as sustain the Tulare County Hazardous Materials Response Team provided by the City of Visalia. In November 2009 the surrounding cities (including Porterville) and Tulare County subsidized half of the annual operating cost of Visalia’s Hazardous Materials Response Team until an alternative funding source could be found, primarily through the Certified Unified Program Agency (CUPA), which is administered by the County of Tulare.

On March 23, 2010, the City of Visalia’s City Manager Steve Solomon and Fire Chief Mark Nelson met with Tulare County representatives to discuss funding sources for the Hazardous Materials Response Team though CUPA. The County stated they had no interest or desire to participate using CUPA funding to sustain the Hazardous Materials Response Team, and would be contracting with Fresno City Fire and Kern County Fire for response.

On April 19, 2010, Chief Nelson will recommend to Visalia’s City Council that all existing contracts with all cities and Tulare County for Hazardous Materials Response be terminated, effective June 30, 2010; further, that new contracts be instituted with those cities that are interested in utilizing Visalia’s Hazardous Materials Response Team for hazardous material incidents within their jurisdictions.

RECOMMENDATIONS: None – information only.
SUBJECT: PORTERVILLE YOUTH FOOTBALL PLAYING FIELD DEVELOPMENT

SOURCE: Administration

COMMENT: At the City Council meeting on Tuesday, March 2nd, then Councilmember Pedro “Pete” Martinez had requested an Agenda item in considering the use of Müller Field for sports playing fields and opportunities for partnership. At the meeting, representatives from Porterville Youth Football (PYF) expressed their interest in partnering with the City in the collaborative development of Müller Field for playing fields, and the Council gave staff direction to meet with the PYF representatives toward that effort, with Vice Mayor Ward volunteering to participate in meeting with the representatives as well.

Vice Mayor Ward and City staff met with PYF representatives concerning the development of portions of Müller Field for playing fields, with the initial discussion focusing on drainage and location of the fields to provide the greatest field availability from water intrusion. The issues of lights, field irrigation, and parking was then discussed, which transitioned the meeting conversation to evaluating the Sports Complex as perhaps a more viable immediate site for PYF playing fields due to existing irrigation and parking. PYF expressed the interest to investigate the location and installation of sports field lighting at the Sports Complex as a potential long-term playing facility, with potential for collaboration to include PYF offering to construct the Master Plan bathroom and concession building facilities. PYF independently secured a preliminary lighting analysis and design by Musco Lighting (attached). The Airport Engineer of Record, Mr. John Smith of Tartaglia Engineering, is assisting in reviewing the Musco proposal for compliance with Federal Aviation Administration guidelines and regulations. However, even with the immediate interests in the Sports Complex, it was agreed that the group will continue to work toward developing Müller Field.

PYF will begin its summer passing league in June, with its regular league to begin in August. In relatively immediate need of lighted playing fields, PYF has requested approval to conduct their upcoming leagues at the Sports Complex with the use of temporary mobile lighting. In support of PYF’s request, Parks staff has reserved playing fields for PYF’s use, with assistance and support from Airport staff in the use of temporary mobile lighting without interfering with Airport operations and aircraft flight.
RECOMMENDATION: That the City Council accept the informational report, and approve the use of temporary lighting at the Sports Complex by Porterville Youth Football.

ATTACHMENT: Musco Lighting Preliminary Design
Preliminary Design Information - Foundation and electrical requirements should be confirmed prior to final design and/or production.

### Equipment List for Areas Shown

<table>
<thead>
<tr>
<th>Pole</th>
<th>Luminaires</th>
</tr>
</thead>
<tbody>
<tr>
<td>QTY</td>
<td>LOCATION</td>
</tr>
<tr>
<td>4</td>
<td>F1-F4</td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
</tr>
</tbody>
</table>

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### Illumination Summary

**Project Name**
Porterville Youth Football
Porterville, California

**Football**
- Size: 360' x 160'
- Grid Spacing: 30.0' x 30.0'
- Values given at 3.0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5,000 hours
- Avg Lumens/Lamp: 134,000

#### Constant Illumination

**Horizontal Footcandles**

- Ensite Grid
- No. of Target Points: 72
  - Average: 51.32
  - Maximum: 61
  - Minimum: 42
  - Avg/Min: 1.44
  - Max/Min: 1.44
  - UG (Adjacent Pies): 1.34
  - CV: 0.09
- Average Lamp Till Factor: 1.000
- Number of Luminaires: 40
- Avg kW over 6,000 hours: 82.56
- Max kW: 85.0

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall ±10% in accordance with IESNA RP-6-01 and CIBSE LC4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ±3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

By: Ryan A. Marsh, I.C.
File #: 132429X
Date: 01-Oct-09
Not to be reproduced in whole or part without the written consent of Musco Lighting. ©1981, 2009 Musco Lighting
Solar-Powered LED Obstruction Marking Lights

Model 601

Side view

Top view

Model 702

Side view

Top view

Specifications:

**Light Output**
- Effective Intensity (Cone of Intensity at 65°)
  - Green: ~11 Candela
  - Red, Amber, White, Blue: ~29 Candela
- Nominal Night Range (Minimum Intensity of Distant Observer) - 2.9 Nm
- Vertical Divergence - 6.8° at 60% Intensity, 5.7° at 50% Intensity

**Operation**
- Minimum Autonomy: 300 Hours
- Minimum Equivalent Peak Sun Hours to Maintain Minimum Autonomy: 1,5 Hours
- Latitude Range: 65° S to 65° N
- On/Off Level: 70/100 Lux
- Illumination Technology: 8 or 16 LEDs
- Lifespan of LEDs: Up to 100,000 Hours
- Chromacity of Color Output: Meets IALA specifications

**Construction**
- Solar Panel:
- Battery:
- Lense Material:
- Battery Housing:
- Sealing:
- Weight:

**Environmental and Electrical**
- Temperature Range: -40°F to 178°F
- Waterproof: As per IEC 65 (EN60529)
- CE Approval: As per EN 60845:1997

**Trademarks and Patents**
- Trademarks and Patents: US Patents: 5,782,582 & 6,013,995
  - European Patent Application: 9882567.0
  - Other Patents Pending

**Warranty**
- Warranty: 3 Year Pro-Rated Limited Warranty

Optional Infrared Programmer

Bruce Edgar
Business Development Manager
Industrial Lighting Division
www.obstructionlights.com

TD(603) 235-6301
Fax: +1 (203) 350-0010

Cammarah is a Canadian public corporation - TSX VE: CMH
Solar-Powered LED Obstruction Marking Lights

- Completely Self-contained
  The solar panels, batteries and lights are brought together into one unique product.

- Ultra Bright LEDs
  Uses an array of bright LEDs (light emitting diodes)
  - no bulbs to replace, ever.

- Sealed Unit
  Waterproof and vandal proof.

- Flash Synchronization Capable (702 only)
  Using GPS, multiple units can be made to flash in unison.

- Programmable Flash Pattern
  Using an optional infrared remote, flash patterns can be easily changed.

- Auto-on & Off
  On at dusk and off at dawn.

- Pre-Drilled Mounting Holes
  Features a 3-bolt mounting pattern, (601 only)
  Features 3, 4 and 5-bolt mounting patterns, (702 only)

Self-Contained Solar Lighting

Combining solar panels, light emitting diodes (LEDs) and rechargeable batteries in a compact, integrated design, Carmanah's 2-mile and 3-mile lights operate completely independent of any external power source, other than the sun. By eliminating the need for any external wiring, the Model 601 and Model 702 solar-powered LED lights can be easily and cost-effectively installed wherever the sun shines.

Proven Reliability

Carmanah's award-winning lights can operate at nearly any location where obstruction lighting is required. They are rugged, reliable and meet or exceed maintenance criteria developed for traditional lights connected to an electrical power grid.

Quality Manufacturing

Carmanah manufactures its products in strict accordance with ISO 9001:2000 Quality Assurance Standards, and all lights are fully warranted.

Maintenance Free For Five Years

Carmanah lights require no scheduled maintenance for 5 years, making them ideal for remote or hard to access installations.

Instead of relying on short-lived incandescent bulbs, Carmanah's lights use durable ultra bright LEDs, which have an operating lifespan of up to 100,000 hours.

30-Day Risk-Free Evaluation

Order a Carmanah solar-powered LED light and evaluate the product's quality and performance. If not fully satisfied, return the light within 30 days for a full refund of the purchase price.

CHANGE THE WORLD WITH US™

SUBJECT: REQUEST FOR SPONSORSHIP OF THE THIRD ANNUAL PORTERVILLE MUNICIPAL AIRPORT FLY-IN AND EAGLE MOUNTAIN AIR SHOW

SOURCE: Administration

COMMENT: The Third Annual Eagle Mountain Air Show at the Porterville Municipal Airport is scheduled for Saturday, June 12, 2010, beginning at 7:00 AM. The Air Show this year will feature several of the thrilling acts from last year (Mr. Frank Donnelly and Mr. Doug Jardine), as well as several new and exciting acts, including the performance of Korean War-era YAKS.

Beginning in June 2008, the Porterville Municipal Airport has hosted the restored Fly-In and Air Show community event. The event had not been held since the late 1990s, and many people over the intervening period had expressed a concern that an important promotional opportunity for the community had been lost. Essentially, the Air Show was able to re-establish itself in large part because the Tule River Economic Development Corporation (TREDC) donated $40,000 for the event. Mr. David Nenna, TREDC Chief Executive Officer, utilized monies available to the Corporation to largely underwrite the event’s first year.

To provide overall event organization and coordination, an Air Show Committee was established, which is comprised of both local and regional community members. The Air Show Committee has requested the City’s following specific support and sponsorships of the event:

1. Authorization to utilize the Porterville Municipal Airport;
2. The provision of liability insurance coverage for the event, as provided for the 2008 and 2009 events; and
3. Appropriation of $7,500 in financial support of the event, similar to the 2009 event, with the expense of insurance coverage deducted from the requested amount.

The cost of the Air Show has been budgeted for $40,000, with $15,000 recovered from admissions and vendor booth charges. With the City’s sponsorship of $7,500, the remaining $17,500 is being raised through other event sponsorships.
The financial support requested from the City of Porterville ($7,500) would be from the Risk Management Fund for the cost of insurance (up to $5,000), with the remaining balance of assistance from the General Fund to assist with the logistics and cost of the event.

RECOMMENDATION: That the City Council authorize the City to provide insurance for the Air Show from Risk Management and General Fund sources in an amount set by the City's Risk Manager, and allocate the remainder of $7,500 from General Fund sources to support Airshow logistics and operations.

ATTACHMENT: None
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
ANNUAL PORTERVILLE FAIR - MAY 12-16, 2010

SOURCE: Finance Department

COMMENT: The Porterville Community Fair Board is requesting approval for its annual Fair to be held from Wednesday, May 12, to Sunday, May 16, 2010. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. It has been routed according to the ordinance regulations and reviewed by all of the departments involved. All requirements are listed on the attached Exhibit 'A.'

The following are the requested street and sidewalk closures during the Porterville Fair, from May 12 to May 16, 2010:

| May 2010 |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|                  | Wednesday, 12th | Thursday, 13th  | Friday, 14th    | Saturday, 15th  | Sunday, 16th    |
| Olive Avenue - 3rd St. to Plano St. | 7:00 a.m. to Midnight | 7:00 a.m. to Midnight | 7:00 a.m. to Midnight | 7:00 a.m. to Midnight |
| Garden Avenue - Fig. St. to Murry St. | 6:00 p.m. to 11:00 p.m. | 6:00 p.m. to 11:00 p.m. | 6:00 p.m. to 11:00 p.m. | 6:00 p.m. to 11:00 p.m. |
| Murry St. - Garden Ave. south to Fair Grounds | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. |
| Garden Avenue - Murry St. to Plano St. (Easterly lane only) | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. |
| Plano Street - Garden Ave. to Olive Ave. (Westerly lane only) | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. | 7:00 p.m. to 11:00 p.m. |

Street closures would be done with barricades and would not limit the access to the residents along the residential street frontages.

RECOMMENDATION: 1. That Council approve the Community Civic Event Application and Agreement from the Porterville Community Fair Board, subject to the Restrictions and Requirements contained in Application, Agreement and Exhibit 'A'; and

2. That Council approve the use of the parking lot on the south side of Olive Avenue and bare ground south of that parking lot for fair patron parking and set up from May 12 - 16, 2010.

ATTACHMENT: Community Civic Event Application, Agreement, Exhibit 'A,' Request for Street Closures, Outside Amplifier Permit, Exhibit 'B,' and Certificates of Liability Insurance.

D.D. Appropriated/Funded C.M. Item No. 16
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: 4/11/10  
Event date: May 12-16, 2010
Event time: 5/13-15 4PM - 11PM

Name of Event: Porterville Fair

Sponsoring organization: Porterville Fair  
PHONE #(559) 781-6582
Address: P.O. Box 369 - Porterville, CA 93258
Authorized representative: Susie Goodfrey  
PHONE #(559) 781-6582
Address: P.O. Box 369, Porterville, CA 93258
Event chairperson: John Corkins  
PHONE #(559) 784-5787

Location of event (location map must be attached):
300 E. Olive Avenue, Porterville, CA 93257

Type of event: Community Fair

Nonprofit status determination: 501(c)3

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

Barricades (quantity): Yes (X) No
Street sweeping Yes (X) No
Police protection Yes (X) No
Refuse pickup Yes (X) No
Other: Request for street closure

Parks facility application required: Yes (X) No
Assembly permit required: Yes (X) No

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

Approve  Deny
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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.

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), 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.

Porterville Fair __________________________ 4/1/10
(Name of Organization)  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: Porterville Fair

Sponsoring organization: Porterville Fair

Location: Fairgrounds & Muni. Ballpark  Event date: 5/12-14  Event time: 9am - 11am

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be provided upon completion of booking</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
PORTERVILLE COMMUNITY FAIR BOARD
ANNUAL PORTERVILLE FAIR
MAY 12-16, 2010

Business License Supervisor:
  S. Hartman

Public Works Director:
  B. Rodriguez

Community Development Director:
  B. Dunlap

Field Services Manager:
  B. Styles

Fire Chief:
  M.G. Garcia

Parks and Leisure Services Director:
  J. Perrine

Police Captain:
  S. Rodriguez

Administrative Services Manager:
  P. Hildreth

Business License will require vendor list prior to event.

Provide general clean-up after the event and provide adequate traffic control.

The City performs the street closures and bills the Fair Board for our time.

All identified fire apparatus access roads must be maintained during the event.

See attached exhibit 'B.'

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

Sponsor: Porterville Fair Board
Event: Porterville Fair
Event Chairman: John Corkins
Location: Olive Avenue, Garden Avenue and Plano Street
Date of Event: May 12 - 16, 2010

RISK MANAGEMENT: Conditions of Approval

That the Porterville Fair Board and the Fraternal Order of Eagles, provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents, and Volunteers as "Additional Insured" against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event; and a Certificate of Liquor Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents, and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation of a beer garden.

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 than A:VII, and the insurance company must be an "admitted" insurer in the State of California.
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: Porterville Fair

Sponsoring organization: Porterville Fair

Event date: May 12 - 16, 2010

Hours: 7am - 12am

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>Olive Ave.</td>
<td>Third St.</td>
<td>Plano St.</td>
<td>7am - 12am</td>
</tr>
<tr>
<td>Garden Ave.</td>
<td>Fig St.</td>
<td>Murray St.</td>
<td>6pm - 11pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plano St.</td>
<td>Garden Ave.</td>
<td>Olive Ave.</td>
<td>West Travel Lane</td>
</tr>
<tr>
<td>Garden Ave.</td>
<td>Murray St.</td>
<td>Plano St.</td>
<td>East Travel Lane</td>
</tr>
<tr>
<td>Murray St.</td>
<td>Garden Ave.</td>
<td>South to Fair</td>
<td>7pm - 11pm</td>
</tr>
</tbody>
</table>

Parking lots and spaces

<table>
<thead>
<tr>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
</tr>
</thead>
</table>
CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)

This application 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.

1 Name and home address of the applicant:  
   Porterville Fair, P.O. Box 369, 300 E. Olive Ave., Porterville, CA

2 Address where amplification equipment is to be used:  
   300 E. Olive Ave., Porterville

3 Names and addresses of all persons who will use or operate the amplification equipment:  
   Paul Serna (owner) 1129 Batavia Ct., Tulare, CA 93274

4 Type of event for which amplification equipment will be used:  
   Music on Rotary Stage

5 Dates and hours of operation of amplification equipment:  
   May 12-14, 2010 - 12PM-11PM

6 A general description of the sound amplifying equipment to be used:  
   Microphone, speakers

Section 18-9
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, jukebox, 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 herd of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14
It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any 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, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the exclusive benefit of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the Chief of Police, which permit shall be granted at the will of the Chief of Police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)  
Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine:  
(2) Any person who maliciously and wantonly disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Susan Godfrey  
Signature of Applicant  
4/1/2010  
Date

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

Silvia Rodriguez  
City of Porterville, Chief of Police, Designee  
APRIL 14, 2010  
Date
CITY OF PORTERVILLE
Community Civic Event Application

Porterville Fair- May 12 & 16, 2010

Proposed Conditions/Requirements for Porterville Fair

➢ City Council approval is required for any and all street closures.

➢ As Olive Ave. is a main throughfare street, Police Dept. does not recommend a complete street closure for this event. However, there should be significant effort by event organizers to control traffic and assist attendees in crossing Olive Avenue to and from the parking lot south of the fairgrounds.

➢ A Beer Garden shall be established and alcohol may only be sold and consumed within the designated beer garden. A minimum of two (2) security guards shall be assigned to control the Beer Garden while it is in operation. No persons under the age of 21 shall be allowed to enter the beer garden and no alcohol shall be allowed to leave the beer garden.

➢ Porterville Fair officials shall have been granted a temporary license to sell alcohol from the CA Dept. of Alcoholic Beverage Control.

➢ Porterville Fair officials will meet with Police Dept. staff to coordinate and schedule appropriate number of law enforcement officers to provide security, police the fairgrounds, and ensure safety during the fair event.

➢ An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of the neighborhoods surrounding the area.

➢ Amplified music shall not continue after 11:00 p.m.

Silver Rodriguez, Captain  
Porterville Police Department  
(559) 782-7403
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER (559) 782-3696
Rural Ag Insurance Services
Douglas K. Schultz
341 North D Street
Porterville, CA 93257

CONTACT NAME: FAX (A/C, No):
PHONE (A/C, No, Ext):
E-MAIL:
ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURED

Tulare County Jr. Livestock Show
& Community Fair
P.O. Box 369
Porterville, CA 93258

INSURER A: GREAT AMERICAN ASSURANCE CO.
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE(S)

CERTIFICATE NUMBER: PAC 5909622 07
REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L/SUBR LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>07/01/09</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>GEN'L AGGREGATE LIMIT APPLIES PER</td>
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<td>A</td>
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<td>PAC 5909622 07</td>
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<td>NON-OWNED AUTOS</td>
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<td>A</td>
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<td>OCCUR CLAIMS-MADE</td>
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<td>EXCESS LIABILITY</td>
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<td>RETENTION $</td>
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<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETORPARTNER/EXECUTIVE OPPICERMEMBER EXCLUDED?</td>
<td></td>
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<tr>
<td></td>
<td>(Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td></td>
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</tr>
<tr>
<td>A</td>
<td>Hired Auto P/D</td>
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<td>PAC 5909622 07</td>
<td>07/01/09</td>
<td>07/01/10</td>
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<td>$1,000 ded Comp.</td>
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<td>40,000</td>
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<td></td>
<td>$1,000 ded Coll.</td>
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<td>40,000</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF LIABILITY COVERAGE FOR THE PORTERVILLE FAIR, TO BE HELD AT 300 E. OLIVE AVE. CERTIFICATE HOLDER IS ADDITIONAL INSURED. TEN DAYS NOTICE OF NON PAYMENT PREMIUM APPLIES.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS--OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You):

Name of Person or Organization:

CITY OF PORTERVILLE

COMPANY "B" 1ST BATTALION, 185TH INFANTRY

RE: 5/13/10 - 05/17/10

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
This declaration supersedes any previous declaration bearing the same number for this policy period.

**Named Insured:** FRATERNAL ORDER OF EAGLES #1351

**Mailing Address**
FRATERNAL ORDER OF EAGLES #1351
PO BOX 989
PORTERVILLE CA 93257-1712

**Additional Insured/Loss Payee**
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE CA 92357

**Policy Number**
CCP0023804

**Policy Period**
From 12/01/2009 - 12/01/2010

**Policy Type**
At 12:01AM Standard Time At Your Mailing Address Shown Above.

**Company Name**
Mercury Casualty Company

**Producer No.** 4918

**Producer Phone** 760-245-2561

**Business Description:** Social Service Club

**Form of Business:** SOCIAL SERVICE CLUBS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Insurance is provided with respect to those premises described herein and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

**LOCATION OF PREMISES**

<table>
<thead>
<tr>
<th>PREM</th>
<th>BLDG</th>
<th>LOCATION</th>
<th>OCCUPANCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>97 W Henderson Ave - Porterville CA 93257-1712</td>
<td>Not Applicable</td>
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</table>

**SECTION I**

**PROPERTY COVERAGE**

<table>
<thead>
<tr>
<th>PREM</th>
<th>BLDG</th>
<th>COVERAGE</th>
<th>LIMIT OF INSURANCE</th>
<th>VALUATION</th>
<th>CO-INSURANCE</th>
<th>DEDUCTIBLE</th>
<th>PREMIUM</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Building</td>
<td>$477,000</td>
<td>Replacement Cost</td>
<td>90%</td>
<td>$1,000</td>
<td>$2,147</td>
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<tr>
<td>1</td>
<td>1</td>
<td>Business Personal Property</td>
<td>$52,000</td>
<td>Replacement Cost</td>
<td>90%</td>
<td>$1,000</td>
<td>$234</td>
</tr>
</tbody>
</table>

Automatic Increase - Building Limit 6% and Business Personal Property 4%

**OPTIONAL COVERAGE(S)**

<table>
<thead>
<tr>
<th>PREM</th>
<th>BLDG</th>
<th>COVERAGE</th>
<th>LIMIT OF INSURANCE</th>
<th>DEDUCTIBLE</th>
<th>PREMIUM</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Additional Insured</td>
<td>Unknown</td>
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<td>$150</td>
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</table>
### SECTION II

#### LIABILITY COVERAGE

<table>
<thead>
<tr>
<th>PREM</th>
<th>BLDG</th>
<th>COVERAGE</th>
<th>LIMIT</th>
<th>PREMIUM</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Bodily Injury &amp; Property Damage Liability</td>
<td>$1,000,000 Per Occurrence/$2,000,000 Aggregate</td>
<td>$662</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Combined Single Limits</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2.50 per Occurrence Deductible for Property Damage Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 Per Occurrence/$2,000,000 Aggregate</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Products &amp; Completed Operations</td>
<td>$1,000,000 Per Occurrence/$2,000,000 Aggregate</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical Expenses</td>
<td>$5,000 Each Person/$10,000 Each Accident</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Additional Coverages:</strong></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Liquor Liability</td>
<td>$1,000,000</td>
<td>$750</td>
</tr>
</tbody>
</table>

**TOTAL LIABILITY PREMIUM** $1,412

---

**Schedule of Forms and Endorsements**

It is hereby understood and agreed, in consideration of the premium charged, that the following endorsements are attached to and form part of the aforementioned Policy.

- IL 0953 0108 Exclusion of Cov for Certified Acts of Terror
- CG 2173 0108 Exclusion of Cov for Certified Acts of Terror

- CG0001 1204 Commercial General Liability Coverage Form
- CG0033 1093 Liquor Liability Coverage Form
- CG2101 1185 Exclusion - Athletic or Sports Participants
  **Description of Operations**
  **INCLUDES ALL FUTURE SPONSORSHIPS**
- CG2147 0798 Employment-Related Practees Exclusion
- CG2149 1093 Total Pollution Exclusion Endorsement
- CG 2176 0108 Exclusion of Punitive Damages Related to an Act of Terror
- CG2196 0305 Silica or Silica-Related Dust Exec
- CP0090 0788 Commercial Property Conditions
- CP1030 0402 Causes of Loss Special Form
- IL.0003 0702 Calculation of Premium
- IL.0017 1198 Common Policy Conditions
- IL.0021 1185 Nuclear Energy Liability Exclusion Endorsement
- IL.0270 1104 California Changes - Cancellation and Nonrenewal
- IL 0953 0108 & CG 2173 0108 Exclusion of Cov for Certified Acts of Terror
- ILN 018 0903 California Fraud Statement
- MCC Mold EXC LIAB I
- MCC Mold EXC Property 1

**PREM BLDG**

1  1  CP 0010 0402 Building and Personal Property Coverage Form

1  1  X-43 0395 Commercial Property Building Coverage Definition
## SCHEDULED ADDITIONAL INSURED

### PREM BLDG

<table>
<thead>
<tr>
<th>#</th>
<th>Policy</th>
<th>Insured Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>FRATERNAL ORDER OF EAGLES GRAND AERIE</td>
<td>1623 GATEWAY CIR SOUTH, GROVE CITY OH 43123</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>CITY OF PORTERVILLE EVENT BEING HELD ON 05/12/10 - 05/16/10</td>
<td>291 N MAIN ST, PORTERVILLE CA 92357</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>PORTERVILLE FAIR EVENT BEING HELD ON 05/12/10 - 05/16/10</td>
<td>PO BOX 369, PORTERVILLE CA 92358</td>
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</tbody>
</table>

### FULL POLICY TERM PREMIUM

$3,943

This policy change has resulted in an additional premium of $100

### CREDITS:

Prem: 1  Bldg: 1  Deductible Credit
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – 2010 AMGEN TOUR OF CALIFORNIA AND RELATED EVENTS - MAY 19 - 20, 2010

SOURCE: FINANCE DEPARTMENT/ADMINISTRATIVE SERVICE DEPARTMENT

COMMENT: AEG Cycling is requesting approval for the 2010 Amgen Tour of California to travel through Porterville on Thursday, May 20, 2010 from approximately 11:45 a.m. to 12:30 p.m. This application is being submitted under the Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and has been reviewed by all departments involved. The requirements are listed on the attached copy of the application, agreement and Exhibit “A.”

The AMGEN Tour of California is a professional bicycle race modeled after the Tour de France, and is the largest of its kind in the United States. Stage five of the race begins in Visalia, travels through Exeter, Lindsay, Porterville, and ends in Bakersfield. While in Porterville, the route takes riders over Lewis Hill along Plano Street to Morton Avenue, where the course heads west. The riders will then turn left on Main Street and travel south to Orange Avenue, where they will turn left, taking Orange to Plano Street and south out of town.

The race is self-contained. Aside from the 128 professional racers, the “caravan” also includes approximately 85 vehicles that travel within the race, consisting of California Highway Patrol, team cars, medical support, mechanical support, race officials, motorcycle marshals, TV crews, etc. The entire race moves as one entity at an average speed of approximately 26 MPH. Once the caravan enters Porterville city limits, Porterville PD will assume responsibility for traffic control, and Public Works will handle road closures. Additionally, Porterville will have in excess of 100 volunteers trained to assist with crowd control.

In addition to the race itself, there are also associated activities being planned for Centennial Park the evening prior to the race (Wednesday, May 19th) and the morning of the race (Thursday, May 20th). Activities are currently in the initial planning stages, with live music, food vending, bicycling competitions and bike rodeo among the activities being considered.
Race organizers request that all "pass-through" cities serve as sponsors of the Tour. Many cities choose to sponsor the event through in-lieu waivers of fees and costs. Costs are currently being incurred in preparation of the race event which may require a future budget adjustment. Once staff is better able to delineate these to the City, an agenda item will be brought back to the City Council.

RECOMMENDATION: That the Council approve the AMGEN Tour of California and related events, subject to the restrictions and requirements contained in the application, agreement, Exhibit "A",

Business License Supervisor:  
S. Hartman  

Business License Division has no requirements for this event.

Public Works Director:  
B. Rodriguez

Community Development Director:  
B. Dunlap  

Porterville Redevelopment Agency should be named as additionally insured as well as City.

Field Services Manager:  
B. Styles  

City Council approval is needed for City Staff to close streets.

Fire Chief:  
M. G. Garcia  

No comments.

Parks and Leisure Services Director:  
J. Perrine  

No comments or concerns.

Police Captain:  
S. Rodriguez  

City Council approval is required for all street closures.
Police staff will work with other departments to coordinate needed resources and materials to effectively close streets and maintain crowd control.
Event staff should arrange with local ambulance companies to stage ambulance teams on or near race route in the event of accident or other medical aid needs.
City resources will be needed to promptly remove barricades/barriers after racers & support teams have gone through, to open up streets and allow traffic to resume.
Public safety responders should be stationed on east and west sides of race route, as crossing race route will not be permitted once riders near Porterville.
On day before event, Race Route will be posted "No Parking" on designated streets on Race Day.

Administrative Services Manager:  
P. Hildreth  

See Exhibit ‘A,’ page 2.

EXHIBIT “A”
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: AEG Cycling
Event: 2010 AMGEN Tour of California
Event Chairman: Eric Smith
Location: Portions of Plano Street, Morton Avenue, Main Street and Orange Avenue
Date of Event: May 19-20, 2010
Time of Event: 11:45 a.m. to 12:30 p.m.

RISK MANAGEMENT: Conditions of Approval

That the AEG Cycling 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 and Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as “Additional Insured” against all claims arising from, or in connection with, the Permittee’s operation and sponsorship of the aforementioned Community Civic Event.

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

A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A:VII, and the insurance company must be an “admitted” insurer in the State of California.
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: March 18, 2010  Event date: May 20, 2010
Event time: 12:10 AM to 12:15 PM

Name of Event: Amgen Tour of California

Sponsoring organization: AEG CYCLING  PHONE#: 310-617-2577
Address: 800 W. OLYMPIC BLVD, SUITE 305, LA, CA 90015
Authorized representative: ERIE SMITH  PHONE#: 626-571-0152
Address: 993 KEMPION AVE MONTEREY PARK, CA 91755
Event chairperson: ERIE SMITH  PHONE#: 626-571-0152

Location of event (location map must be attached): Race will use Market, Main and Orange.

Type of event: PROFESSIONAL BICYCLE STAGE RACE
STAGE 5 begins in Visalia and ends in Bakersfield

Nonprofit status determination: NA

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

Barricades (quantity): TBD  Street sweeping: Yes  No X
Police protection: Yes  X  No  Refuse pickup: Yes  No X
Other:

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

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

Approve  Deny
-----  -------
Bus Lic Spvr
Pub Works Dlr
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 samples 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/chill packs, bandages, and compresses.

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), 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.

Agooled CAFLORNIA
(Name of Organization)

Signature

Data
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: **Amgen Tour of California**
Sponsoring organization: **AEG Cycling**
Location: **Morton, Main, Orange** Event date: **5-20-2010** Event time: **12:00 to 12:15PM**

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><strong>There are no vendors with this event</strong></td>
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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: **AMGEN TOUR OF CALIFORNIA**

Sponsoring organization: **AEG Cycling**

Event date: **MAY 20, 2018**

Hours: **11:10 AM to 12:15 PM**

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

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>MORTON</td>
<td>PLAN</td>
<td>MAIN</td>
<td>RACE</td>
</tr>
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<td>MAIN</td>
<td>MORTON</td>
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<td>ORANGE</td>
<td>MAIN</td>
<td>PLAN</td>
<td>RACE</td>
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<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
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</table>

<table>
<thead>
<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
</table>
# Certificate of Liability Insurance

**Producer:** Marsh USA Inc.  
1225 17th Street, Suite 2100  
Denver, CO 80202-6534  
Attn: (303) 308-4500  
02220-01234-ANS50-09/10

**Insured:** AEG Cycling, LLC  
Anschutz Entertainment Group, Inc.  
860 W. Olympic Blvd., Suite 305  
Los Angeles, CA 90015

**COV4RAGES**

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>_nr/insur</th>
<th>_ad/ltr</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>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>x</td>
<td>general liability</td>
<td></td>
<td>11/15/2009</td>
<td>11/15/2010</td>
<td>each occurrence: $1,000,000</td>
</tr>
<tr>
<td></td>
<td>x</td>
<td>commercial general liability</td>
<td>RGE9437312-02</td>
<td>11/15/2009</td>
<td>11/15/2010</td>
<td>damage to rented premises (ea occurrence): $1,000,000</td>
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<td>x</td>
<td></td>
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<td>med exp (any one person): $50,000</td>
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<td>x</td>
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<td>personal &amp; adv injuy (ea occurrence): $1,000,000</td>
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<td>x</td>
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<td>general aggregate: $20,000,000</td>
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<td>x</td>
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<td></td>
<td>products - combined agg: $2,000,000</td>
</tr>
</tbody>
</table>

**Automobile Liability**

- Any auto
- All owned autos
- Scheduled autos
- Hired autos
- Non-owned autos

**Garage Liability**

- Any auto

**Excess Umbrella Liability**

- Each occurrence
- Aggregate

**Workers Compensation and Employers' Liability**

- WC statutory limit
- Other limit

**Other**

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

Re: 2010 Amgen Tour of California. The City of Porterville and the Redevelopment Agency are named as additional insured on the general liability if required by written contract.

**Certificate Holder:** SEA-001577599-01  
City of Porterville  
231 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 of Marsh USA Inc.  
Sharon A. Hamme

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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

This Certificate of Insurance 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.
2.3.046 Diagram of the race convoy

Motor-cycles (press, radio, TV, photographers) may move in no case "parked" immediately in front of or behind the field.
Amgen Tour of California  
Traffic Management Plan

Scope
The 2010 Amgen Tour of California will be held May 16-23rd over 850 miles of California roadways. The race will feature 128 cyclist plus various support vehicles and staff. These athletes and vehicles will travel along the course in a “caravan” under the escort of the California Highway Patrol (CHP). The “bubble” of this escort is expected to be 10-20 minutes as it moves along roadways. See the attached caravan diagram for more information on the quantity and location of vehicles.

Course Information
See the attached course logs and maps for specific route information, including intersection and arrival information.

This log will be updated to show the positions of volunteer marshal locations at intersections along the route.

Public Information and Notification
Citizens along the route will be notified through a combination of fixed signage warning of road delays, and a public awareness campaign. The contract public relation company contracted by the event organizers will issue press releases and contact local media in the 2-3 weeks before the event and continue through event day.

Traffic Control Staffing

Traveling Marshal  
(80 total)

Traveling Marshals receive extensive training and travel with the event throughout the week. These marshals are divided into groups of 8-10 and take positions along smaller side roads to assist law enforcement. In addition these marshals are deployed in areas where there might be a routing or safety concern (turns, entrances to divided sections of road, steep downhills, etc.)

Each marshal group will deploy on a set section of road ahead of the arrival of the race. Immediately after the passage of the race, the marshals will be picked up and leapfrog to another position further down the route using and alternate route. On most cases the marshals will makes two of these jumps per day, effectively doubling their numbers.

Marshals are equipped with cones, safety vests and flags. In addition their vehicles are equipped with brooms, shovels and patch material in case of repairable road conditions.
Marshals also receive PR training in order to work with local residents and road users who may be inconvenienced.

**Motor Marshals**  
(20 total)

The race’s Motorcycle Marshals work closely with the California Highway Patrol to assist with security along the route. The marshals are deployed in teams and assigned to the lead patrol cars. They are responsible for assisting with the closure of any drives or small roads not manned by any other staff. These marshals have the ability to rapidly deploy and quickly move back into position once the front of the race has passed.

In addition motor marshals are able to communicate to both the command car and other race staff any obstacles or dangerous situations along the route.

**California Highway Patrol – Entourage**  
(11 total)

The California Highway Patrol (CHP) will be providing a police escort utilizing the same units throughout the event. These units will be deployed both ahead of and behind the race itself as part of the race caravan.

The mobile units will work with fixed-post officers and race marshals to provide security along the route.

Six to seven units will be staggered between five and ten minutes in front of the event. The exact spacing will be determined based on road type and terrain in coordination with local area commanders.

All additional units will be placed at the rear of the entourage to prevent traffic from passing the race. These units will also protect vehicles and competitors who are outside the main group.

See the attached caravan diagram for more information on vehicle locations and functions.

**California Highway Patrol – Fixed Units**  
(Varies by Stage)

The California Highway Patrol (CHP) will provide fixed post traffic control ahead of the race. These units will work to secure intersections ahead of the race in conjunction with race marshals.
General Traffic Control Guidelines

Race Marshals

Marshal Control

Race marshals are positioned on smaller side roads that do not require the full-time presence of a law enforcement officer. In general these are smaller rural roads and non-signalized intersections. These marshals work with the advance fixed post CHP units to ensure that all roads are controlled as the race passes.

The purpose of the marshal is to control traffic once the lead elements of the race reach a position. Once the lead law enforcement unit in the race reaches a location, traffic is not allowed to move towards the race. Depending on location traffic may be allowed to move away from the race or cross the course during this time.

Once the lead elements of the race have passed a location and the race grows closer, traffic at intersection will not be allowed on course until the race passes.

Once the final law enforcement vehicle passes a location, all intersections are reopened and traffic flows as normal.

As the race expands and contracts, law enforcement and marshals vehicles are redeployed to fill any of the small gaps and keep side traffic or traffic pulled off the road from interfering with the race.

Law Enforcement Control

Law Enforcement will handle traffic control in different ways depending on the terrain and road type.

In the case of short sections of road, traffic at intersections controlled by CHP will not be allowed to advance towards the riders as the race is inbound. This is especially important in areas with no shoulders, steep descents and limited site distances.

In these cases traffic is held or diverted as a race enters the far intersection on a stretch or roadway. This has the advantage of providing the race with a clear path of travel while not forcing people to pull off of on a non-optimal shoulder.

Contingency Plans

Weather

The Amgen Tour of California is generally considered a “Rain or Shine” event; however there are instances that would cause the neutralization, delay or stoppage of the event.
Delay

The event start may be delayed due to extreme circumstances, usually in the vicinity of the start area. Although generally avoided due to the careful planning of the timeline it is an option.

Relocation of Start/Remote Start

In the case of an incident such as a landslide, riders and staff may transfer via auto around the obstacle and start/restart the race on the other side. This has the advantage of continuing the event. The start would take place at the same time the race would have passed on the original route, thus preserving the timing of the event.

Detour

In the case of an incident affecting a short portion of a roadway, the race may be detoured around if a safe and feasible route is available. Many times in these cases the race is neutralized and restarted once on the other side of the obstacle.

Neutralization

In the case of a limited closure, the race may be neutralized and restarted once the obstacle has been cleared or the delaying circumstance has passed.

Cancellation

In some cases the safety of the riders and/or staff is so extreme or the damage to roadways and infrastructure is so extreme that the event must be cancelled. This is a last resort option.

Other Emergency Situations

In the case of emergency situations (house fire, medical emergency, etc.) the CHP Incident Commander (IC) should be notified immediately. The CHP IC will consult with event organizers to determine the appropriate course of action.

It may be decided to use the same actions as for a weather emergency with modifications based on the particular situation.
PUBLIC HEARING

SUBJECT: RECONSIDERATION OF ORDINANCE 1761, PERTAINING TO FIREWORKS

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: Ordinance 1761 was adopted on March 2, 2010, and became effective April 1, 2010. The Ordinance amended Article II – Fireworks of the Municipal Code, and generally pertained to regulating the location of firework sales, discharge dates and associated fines. Following adoption of the ordinance, members of the public voiced concern regarding the regulations primarily pertaining to firework booth locations. Pursuant to the direction of the City Council at its meeting of April 6, 2010, Ordinance 1761 is herein presented for reconsideration.

RECOMMENDATION: None

ATTACHMENT: Ordinance 1761
ORDINANCE NO. 1761

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 12, ARTICLE II, FIREWORKS, OF THE
PORTERVILLE MUNICIPAL CODE

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

Section 1. Purpose: The purpose of this ordinance is to address issues that have
arisen since the writing of the ordinance. It is also the intent to address grammatical
issues that have been discovered.

Section 2. Chapter 12, Article II, Section 2.1: Definitions of the Porterville
Municipal Code is amended to read as follows: Paragraph 1 Line 1
For the purposes of this article, definitions shall have the respective meaning
ascribed to them in section 12500 et seq., of the Health and Safety Code of the
State of California, and, unless otherwise apparent from the context, certain words
and phrases used in this article are defined as follows:

Paragraph 2 line 1: CITY: The City of Porterville

Paragraph 3 line 1: DANGEROUS FIREWORKS: Any fireworks specified as such in
the state fireworks law, section 12500 et seq., of the Health and Safety Code of the
State and such other fireworks as may be determined to be dangerous by the State
Fire Marshal.

Paragraph 5 line 1: Fire Chief shall mean the Fire Chief or his/her duly authorized
designee.

Paragraph 7 line 2: SAFE AND SANE FIREWORKS: Shall mean and include any
fireworks not designated as dangerous fireworks, except that in any case, only end
fuses may be used. The California State Fire Marshal's seal of registration shall be
applied to all classified fireworks and pyrotechnic devices by a licensed
manufacturer, importer, exporter or wholesaler and shall indicate the classification
assigned by the State Fire Marshal.
Section 3. Chapter 12, Article II, Section 12-2.3 PUBLIC DISPLAYS OF FIREWORKS of the Porterville Municipal Code is amended to read as follows: Paragraph 11 line 1: The Fire Chief shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by a jurisdiction, fair associations, amusement parks, other organizations or for use of fireworks by artisans in pursuit of their trade.

Paragraph 11 line 2: Every such use or display shall be handled by a licensed operator approved by the Fire Chief and shall be of such character and so located, discharged or fired so as, in the opinion of the Fire Chief after proper investigation, not to be hazardous to property or endanger any person.

Section 4. Chapter 12, Article II, Section 12-2.5 SALES OF SAFE AND SANE FIREWORKS; APPLICATIONS FOR PERMITS of the Porterville Municipal Code is amended to read as follows:

A. Any eligible organization desiring to sell safe and sane fireworks in the City of Porterville shall obtain and return an application during the period commencing on the first business day of April and ending on the last business day of April each year at the fire department.

D. The licensee shall use the net proceeds derived from its operations under such license only for such nonprofit, charitable, or religious service projects that shall be of direct benefit to the city of Porterville and for no other purpose.

Section 5. Chapter 12, Article II, Section 12-2.6 PERMIT ISSUANCE BASED ON DRAWING SELECTIONS of the Porterville Municipal Code is amended to read as follows:

3. The State Fire Marshal's license to sell Safe and Sane Fireworks;

Section 6. Chapter 12, Article II, Section 12-2.7 PERIOD OF DISCHARGE of the Porterville Municipal Code is amended to read as follows:

Safe and Sane Fireworks, as defined by section 12529 of the California Health and Safety Code, as amended ("fireworks"), may be discharged within the city limits of the city of Porterville ("City") during the period beginning at twelve o'clock (12:00) noon on June 28 and ending at eleven fifty-nine o'clock (11:59) P.M. on July 4 of any year.

Section 7. Chapter 12, Article II, Section 12-2.10 PROHIBITIONS of the Porterville Municipal Code is amended to read as follows:
D. It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the city of Porterville. It shall also be unlawful to store any fireworks in any building or other place within the city of Porterville without having first applied for and received a permit pursuant to PMC 12-2.2.

E. No fireworks shall be stored within one hundred (100) feet of any gasoline service station or any garage located within twenty-five (25) feet of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten (10) feet.

F. No person shall light, or cause or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty (50) feet thereof.

G. No smoking shall be allowed in any structure that is used for storing fireworks nor within fifty (50) feet of said structure. “No Smoking” signs shall be prominently displayed.

Section 8. Chapter 12, Article II, Section 12-2.11 REGULATIONS of the Porterville Municipal Code is amended to read as follows:

D. To allow smoking within fifty feet (50’) of any such business location or stand or to fail to post “No Smoking” signs with such wording in red letters not less than four inches (4”) in height on a white background on all sides of any such stand.

L. All electrical/spark-producing appliances (fans, coolers, air conditioners, etc.) are prohibited inside the fireworks stands and shall not block the means of egress.

Section 9. Chapter 12, Article II, Section 12-2.12 FIREWORKS STANDS; REQUIREMENTS of the Porterville Municipal Code is amended to read as follows:

A. No fireworks stand shall be located within twenty five feet (25’) of any other building or within one hundred feet (100’) of a gasoline pump, or within 500’ of another fireworks stand, when measured closest to closest point. Minimum setback from the street curbing, alley, or driveway shall be 10’. Stands shall not cover or impede any public rights-of-way.

C. Each stand must have at least two (2) exits located on separate walls. Fireworks stands with only three (3) sides and open from the back will not require exits. Fireworks stands shall have exits at least thirty (30) inches in width at both ends of the structure. An aisle with a minimum width of thirty (30) inches shall lead to each exit. Exits shall remain unobstructed. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked and unlatched whenever the stand is occupied.
D. Each stand shall keep easily accessible a minimum of one 2 1/2-gallon water pressure-type fire extinguisher and one 2A10BC rated dry chemical fire extinguisher and each shall be in good working order and bear a current inspection sticker. Extinguishers must be of a type approved for such use by the Porterville Fire Department.

F. After hours, stands must be properly secured or a security guard must be provided to patrol the premises. Under no circumstances shall the night watchman sleep within the fireworks stand.

J. Primary power to the temporary lighting may be by means of on-site commercial power in a fixed facility or by means of an on site portable generator. Generators must be located at least twenty five feet (25') from the fireworks stand. Location of portable generators must be approved by Fire Department.

N. All trash shall be removed from the premises and the fireworks stand each evening at the close of business.

O. No person shall light, or cause or permit to be lighted, any fireworks or any other article or material within any such stand, or within fifty (50) feet thereof.

P. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed into the sales booth.

Q. If a toilet is not immediately available during all open or sale hours of the fireworks stand, then an approved chemical one must be provided.

Section 10. Chapter 12, Article II, Section 12-2.13 FIREWORKS STANDS; LOCATIONS of the Porterville Municipal Code is amended to read as follows:
A. In no instance shall any firework stand be located within a residential zoned district.
B. No stand shall be located within 250' of any city/county boundaries
C. No stand shall be located closer than 500' from another.

Section 11. Chapter 12, Article II, Section 12-2.18 SEIZURE OF FIREWORKS of the Porterville Municipal Code is amended to read as follows:
The Fire Chief shall have the authority to seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored, or held in violation of this article.

Section 12. Chapter 12, Article II, Section 12-2.20 VIOLATIONS; PENALTIES of the Porterville Municipal Code is amended to read as follows:

Fine for possession or discharge of dangerous fireworks within the city of Porterville shall be $500.00.

Section 13. This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED & ADOPTED this 2nd day of March, 2010.

Pete V. McCracken, Mayor

ATTEST:

John D. Lollis, City Clerk

Luisa Herrera, Deputy City Clerk
STATE OF CALIFORNIA  
CITY OF PORTERVILLE  
COUNTY OF TULARE

I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1761, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 2nd day of March, 2010, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective April 1st, 2010, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

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<thead>
<tr>
<th>COUNCIL:</th>
<th>McCracken</th>
<th>P. Martinez</th>
<th>F. Martinez</th>
<th>Ward</th>
<th>Hamilton</th>
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<td>X</td>
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<td>ABSENT:</td>
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JOHN D. LOLLIS, City Clerk

By: Luisa Herrera, Deputy City Clerk
PUBLIC HEARING
STAFF REPORT

TITLE: PORTERVILLE DEVELOPMENT CODE: A REQUEST FOR APPROVAL OF A COMPREHENSIVE DEVELOPMENT CODE INCORPORATING ZONING, SUBDIVISIONS, DOWNTOWN DESIGN, ZONING MAP AND RELATED ORDINANCES

APPLICANT: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257

BACKGROUND: In 2008, the City of Porterville adopted a new General Plan, establishing policy direction for the city’s evolution and growth. The Porterville 2030 General Plan included new elements for: land use, economic development, circulation, parks, schools, and community facilities, open space and conservation, public health and safety, public utilities, all of which have implications for land use planning and zoning. The Land Use Element establishes a set of land use designations and describes the intended land uses and development intensities for each designation. In some instances, the General Plan also offers specific development standards, such as floor area limits, lot coverage, or residential density, for the land use designations.

The zoning and subdivision ordinances and the zoning map are the key documents that implement the General Plan, and under California law, they must be updated to be consistent with the new General Plan.

To this end, the City’s Community Development Department embarked on a two year effort to comprehensively update the City’s zoning regulations and subdivision ordinance and integrate them into a new Development Ordinance. Consultant assistance was provided from Dyett & Bhatia, Urban and Regional Planners, and a Zoning Update Advisory Committee provided policy direction and oversight.

On January 19, 2010 staff presented City Council with five options for strategies for the review of the new Development Code. The Council selected Option 5 which would, within the context of a City Council meeting, conceptually discuss the provisions of the draft code and how it relies on being an implementation measure of the adopted General Plan principles. The adoption of the Development Code will be followed up in six months with a review by the City Council of any issues or concerns that come up during this initial period of implementation with an opportunity for Council to make adjustments as needed.

This report presents an overview of the organization of the code, major provisions, and use of the Development Code.

[Initials and signature] Appropriated/Funded  

ITEM NO. 19
ORGANIZATION OF THE DEVELOPMENT CODE: The proposed ordinance is organized into seven series (or chapters), as follows:

- **100 Series: Introductory Provisions** establishes the overall organization and applicability of the regulations. This series also establishes the purpose of the ordinance, the authority for its establishment, and rules for construction of language and for measurements such as height, lot width, and floor area, that are applicable throughout the ordinance.

- **200 Series: Base Districts** specifies the land uses permitted or conditionally permitted in each set of base districts: agricultural/rural/conservation, residential, commercial, downtown, employment, public and open space, residential neighborhood, and planned development. The 200 Series also includes special requirements or limitations, if any, that are applicable to specific uses. Base district regulations also include development standards to control the size, height, bulk, location, and appearance of structures, as well as lot dimensions.

- **300 Series: Additional Use and Development Regulations** contains general standards that apply to multiple zoning districts, such as regulations for parking and loading, signs, lighting, landscaping, screening, and wireless telecommunications facilities. The 300 Series also includes a chapter devoted to standards for specific land uses, such as automotive repair, personal storage facilities and temporary uses.

- **400 Series: Land Divisions** contains the regulations related to the subdivision of land. This series includes administrative procedures for the processing of land division applications as well as design standards for streets and block layouts and requirements for bicycle paths, transit facilities, parks, and other public facilities.

- **500 Series: Overlay Zones** includes general provisions for overlay districts, which modify base district regulations for specific purposes in specific geographical areas. Airport Environs, Floodplain, Hillside Development, and Single Story overlay zones are established.

- **600 Series: Administration and Permits** establishes the decision-making authority for different types of zoning permits, as well as application processes, required findings, rules for hearings, public notification, and appeals, and procedures for enforcement of the ordinance.

- **700 Series: General Terms** contains two chapters. The first defines terms that appear throughout the ordinance; the second defines all land use classifications.

**Major Provisions**

The proposed development ordinance is based upon the City’s land use policies in the General Plan, but also provides a new organizing framework and introduces new zoning in certain areas:

- **Use Classifications.** Use classifications describe groups of similar uses (Residential, Public and Semi-Public, Commercial, Industrial, and Transportation, Communication, and Utilities) that are regulated by the classification title. Rather
than attempt to list all uses that might be permitted, the classifications provide for an administrative determination of the most logical category. The land use classifications have been updated to reflect modern businesses, industries and community service types; to reflect the particularities of existing and desired uses in Porterville; and to be consistent across the ordinance.

- **Districts.** Zoning districts have been updated to be consistent with the new General Plan. The ordinance has 29 base districts, as shown below. These districts are indicated on the Zoning Map by the Short Name/Map Symbol.

<table>
<thead>
<tr>
<th>BASE DISTRICTS</th>
<th>Full Name</th>
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<tbody>
<tr>
<td>Agriculture/Rural/Conservation Districts</td>
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<td>AC</td>
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<td>RR</td>
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<td>Residential Districts</td>
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<td>RS-1</td>
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<tr>
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<td>RM-3</td>
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<td>DR-N</td>
<td>Downtown Retail – North of Olive Avenue</td>
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<tr>
<td>DR-S</td>
<td>Downtown Retail – South of Olive Avenue</td>
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<td>DR-D</td>
<td>Downtown Retail – D Street Corridor</td>
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<td>Downtown Mixed-Use</td>
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<td>D-CG</td>
<td>Downtown General Commercial</td>
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<td>D-PO</td>
<td>Downtown Professional Office</td>
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<td>D-PS</td>
<td>Downtown Public and Semi-Public</td>
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## BASE DISTRICTS

<table>
<thead>
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<tr>
<td>Employment Districts</td>
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<td>General Industrial</td>
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<td>Airport Industrial</td>
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<td>RN</td>
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<td>PD</td>
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- **Purpose Statements.** Purpose statements help clarify the distinctions between districts by explaining the intent of the districts and provide an essential link between General Plan policies and use regulations and standards. Purpose statements are included for each base district.

- **Graphics.** Graphics are used throughout the ordinance to strengthen written provisions and to provide visual examples of both lawful and unlawful development, helping to clarify regulations that are often subject to competing or incorrect interpretations.

- **Downtown District.** A new Downtown District, consisting of nine (9) subdistricts is established to implement General Plan policies related to enhancing the Downtown as a pedestrian-oriented district that reflects local history and culture and supports the City’s economic development initiatives. The primary focus of the Downtown District zoning regulations is lot development and building form. The complementary Downtown Design Guidelines give more attention to streetscape design. Together, the standards and regulations emphasize how streetscape design and building form work together to create a vibrant, pedestrian-friendly downtown area.

- **Mixed-Use Districts.** Two mixed-use districts, Downtown Mixed-Use and Commercial Mixed-Use, have been created. These districts allow by right the vertical co-location of residential and commercial uses.

- **Industrial Park District.** A new Industrial Park District has been created for development near the airport and in other areas where a mix of light industrial, research and development, office, commercial, and service uses are appropriate.
Development standards to assure high quality design amid a “campus-like” setting are included.

- **Residential Neighborhood District.** A Residential Neighborhood District has been created to implement the neighborhood center concepts shown on the General Plan Land Use Diagram and guide the design of new residential neighborhoods. This district is established as a “floating zoning district.” Floating zoning districts are zoning districts that are defined in the Development Ordinance but are not applied unless a request is made by the landowner. Development consistent with existing zoning could occur or a landowner may opt to process a zoning amendment to apply the Residential Neighborhood District.

- **Hillside Development Overlay.** The Hillside Development Ordinance has been incorporated virtually as adopted with minor technical edits to achieve consistency throughout the ordinance.

- **Parking Requirements.** Parking ratios are revised to correspond to the updated set of land use classifications. Parking reductions are allowed for commercial/mixed use projects that incorporate shared parking facilities and have different peak demand times, if justified by a parking demand study. On-street parking may substitute for a portion of the off-street requirements in the Downtown area to ensure that land is used efficiently. Specific bicycle parking requirements, and size and location standards for short- and long-term bicycle parking facilities are included.

- **Nonconforming Uses and Structures.** Provisions in the ordinance allow nonconforming uses and structures to continue and expand, in instances where they are benign and will fit into the neighborhood, subject to specific findings and/or approval of a conditional use permit. The intent of these regulations is to allow the City flexibility in treating nonconforming uses and structures.

- **Green Building.** Green building standards that refer to the LEED™ Green Building Rating System approved by the United States Green Building Council (USGBC) have been included for city buildings over 5,000 square feet; non-residential new construction, additions, or tenant improvements over 25,000 square feet; and multi-family and hotel buildings over four stories. Building commissioning, although specified as a prerequisite for LEED™ certification, is not required for applicable projects under this section, except for city buildings.

- **Landscaping.** Simplified provisions for water efficient landscaping consistent with State law are included. Provisions also include the option to create an Alternative Landscape Plan for sites with unique characteristics that may find the standard landscaping requirements difficult to satisfy.

- **Emergency Shelters.** Emergency shelters, classified as “Social Service Facilities,” are allowed by right in a number of districts in order to reflect recent changes in State law [Chapter 633, Statutes of 2007 (SB 2)].

- **Subdivision Regulations.** The existing subdivision regulations have been reorganized to make them easier to use. Design standards have been revised to
conform to the updated General Plan and specific provisions have been added to strengthen the authority to require dedications and reservations. Provisions for condominium conversions and other land divisions, including mergers, reversion to acreage, and lot line adjustments have also been added.

- **Enforcement.** New provisions have been added that allow the City to record a notice of violation against a property in the County Recorder's office. This would not only ensure that new owners receive legal notice of zoning problems, but could also be an obstacle to securing financing, which should provide an additional incentive for correcting zoning violations.

**USING THE DEVELOPMENT ORDINANCE:**

**Numbering and Referencing**

The Development Ordinance is Chapter 21 of the Porterville Municipal Code. Each Section in the Development Ordinance follows the numbering format of XXX.XX. The first three digits refer to the series chapter and the two digits after the decimal refer to the sections within the chapter. For example, 101.02 refers to the second section of Chapter 101. Within sections: subsections, paragraphs and subparagraphs are denoted by letters and numbers. The overall organization is as follows:

**Chapter 21  Development Code**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title of Section</th>
<th>Subsection</th>
<th>Paragraph</th>
<th>Subparagraph</th>
<th>Sub-subparagraph</th>
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**Determining the Regulations for a Specific Site**

To determine the regulations of the development ordinance applicable to a specific site, first find the site on the Zoning Map. The map will show the base zoning district that is applicable to the site. It will also show if the site is subject to an overlay district.

Next, look up the corresponding regulations. Start with the regulations for the base districts in the 200 Series. The tables in the base district regulations state whether a use is permitted by right, permitted with limitations, permitted with a conditional use permit, or not permitted. Included in the tables is a column with references to additional regulations that apply to a specific use. Also, the regulations in the 200 Series contain applicable development standards and references to applicable development regulations elsewhere in the ordinance, such as parking and loading. In these cases, refer to the indicated sections.

Certain uses have specific regulations in the 300 Series, Additional Use and Development Regulations. Although these regulations are likely to be referenced in regulations for the
base districts, it is a good idea to check over the 300 Series to confirm if any of the regulations apply to the type of development that is being proposed. Next, if the Zoning Map indicates that the site is subject to an overlay district, look up the regulations for overlay districts in the 500 Series, Overlay Zones. If any terms are unclear, or if information on the intended use of a property is needed, then look at the 700 Series, General Terms.

The regulations in the 200, 300 and 500 Series will indicate whether a use is subject to a permit or development plan review. These procedures are described in the 600 Series, Administration and Permits. Appeal provisions in this series show what steps to follow if you want to appeal a decision of the Zoning Administrator or Parcel Map Committee.

To determine the regulations of the development ordinance applicable to the division or merger of land, to lot line adjustments, or to condominium conversions, look in the 400 Series, Land Divisions. The regulations in the 400 Series will indicate the procedures for processing the land division request as well as detail the applicable design and dedication requirements associated with the request.

DOWNTOWN DESIGN GUIDELINES: A separate document entitled “Downtown Design Guidelines” is intended to be a companion document to the Development Code to apply architectural design standards for downtown development. “Downtown” is defined as that area generally bounded by the Tule River to the south, Morton Avenue to the north, “E” Street to the west and the Rails to Trails Parkway to the east.

ENVIRONMENTAL REVIEW: The project is an implementation measure of the policies, goals and objectives of the Porterville 2030 General Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that an addendum to the Porterville General Plan Final Environmental Impact Report would be appropriate for the adoption of the Development Code and that the project does not contain changes and/or additional details that would warrant a Subsequent or Supplemental EIR as described in Sections 15162 and 15163 of the California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDATION: That the City Council:
1. Approve the proposed ordinance for the Development Code and give first reading to the draft ordinance.
2. Waive further reading and order the Ordinance to print.
3. Adopt the proposed resolution for the Downtown Design Guidelines.

ATTACHMENTS:
1. Addendum to the Porterville General Plan Final Environmental Impact Report
   Exhibit A – Findings and Statement of Overriding Considerations
2. Draft Ordinance for the Development Code
   Exhibit A – Draft Development Code (available for review at City Hall, 291 N. Main Street, Planning Department or www.ci.porterville.ca.us)
3. Draft Resolution for the Downtown Design Guidelines
   Exhibit A – Draft Downtown Design Guidelines (available for review at City Hall, 291 N. Main Street, Planning Department or www.ci.porterville.ca.us)
ADDENDUM TO THE PORTERVILLE GENERAL PLAN
FINAL ENVIRONMENTAL IMPACT REPORT (EIR)

INTRODUCTION

The Porterville General Plan was adopted on March 4, 2008, and the associate Final EIR prepared for the Plan was certified on March 4, 2008. This addendum to the Porterville General Plan Final EIR has been prepared in accordance with the California Environmental Quality Act Guidelines Section 15164. The draft Addendum provides environmental review of the Development Code Update pertaining to Zoning, Subdivisions, Downtown Design, and related ordinances that has been prepared in order to achieve consistency with the overall intent and land use designations of the Porterville General Plan.

This draft Addendum is the result of an evaluation of the proposed project in relation to the previously prepared and certified FEIR. The evaluation, described within the text of this addendum, determined that the proposed project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Sections 15162 and 15163 of the CEQA Guidelines. The Environmental Coordinator of the City of Porterville has determined on the basis of substantial evidence in light of the whole record that the proposed project does not meet the conditions identified in 15162 requiring additional environmental review.

CEQA FINDINGS

The proposed project meets the criteria established in Public Resources Code Sections 15162 and 15164 of the CEQA Guidelines for an addendum to an Environmental Impact Report. In order to approve the addendum, the following findings must be made based on substantial evidence:

1. No substantial changes are proposed which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

2. No substantial changes occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

3. There is no new information of substantial importance, which was shown or could have been known with the exercise of reasonable diligence at the time the previous EIR was adopted as complete that shows that:
   a. The project will have one or more significant effects not discussed in the previous EIR; or
   b. Significant effects previously examined will be substantially more severe than shown in the previous EIR; or
   c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
   d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Section 15164 of the CEQA Guidelines states that an Addendum to an EIR may be prepared if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. If none of the aforementioned conditions for preparation of an addendum to the EIR have been met.
and Staff's evaluation demonstrates that none have been met, preparation of a Subsequent or Supplemental EIR is not required. Rather, the Lead Agency may decide that no further environmental documentation is necessary or require that an Addendum be prepared.

PRIOR ENVIRONMENTAL REVIEW

As noted above, a Final EIR was certified for the Porterville General Plan in March 2008. The FEIR identified cumulative environmental impacts that were significant and unavoidable in regard to the following environmental factors:

- **Land Use:** Buildout of the General Plan would convert substantial amounts of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. (3.1-1)
- **Air Quality:** Implementation of the General Plan would result in a cumulatively considerable net increase of criteria pollutants. Future growth in accordance with the Plan and traffic associated with the Plan would generate emissions exceeding the annual SJVAPCD thresholds for NOx and ROG. Implementation of the proposed Porterville General Plan would expose sensitive receptors to the substantial pollutant concentrations. (3.4-1, 2)
- **Noise:** New development under the proposed General Plan could expose persons to or generate noise levels in excess of 60dB (compared to previous General Plan). (3.5-1)
- **Biological Resources:** The proposed General Plan would have a substantial adverse effect, either directly or through habitat modifications, on officially designated species identified as an endangered, threatened, candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service. The proposed General Plan would have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service. (3.6-1, 2)

The City Council adopted Statements of Overriding Considerations in regard to those impacts. The FEIR also identified significant impacts that could be mitigated. The Overriding Considerations adopted for the General Plan will apply to this project, the adoption of the Updated Development Code (Exhibit A).

PROPOSED PROJECT

The proposed project, the Porterville Development Code, is an implementation document of the recently adopted Porterville 2030 General Plan Update. It contains a comprehensive update of the Porterville Zoning Ordinance to align it with the General Plan goals and policies, incorporate recent changes such as the Hillside Development Ordinance, incorporate modern state and other laws, and reformat the document for ease of reading and researching. The proposed Land Division section will mirror the Subdivision Ordinance adopted in 2007 with minor changes and other recently adopted ordinances.

ANALYSIS

The comprehensive Development Code update has been prepared consistently with the General Plan, in such a way as to further the objectives and policies of the general plan and not obstruct their attainment. The zoning ordinance simply adds detail to the objectives of the general plan and the land uses proposed therein. Regulation and implementation of zoning restrictions as a result of the adoption of the comprehensive zoning ordinance update would be consistent with the General Plan and were evaluated within the General Plan EIR, herein incorporated by reference. Based on the discussion provided above, no subsequent changes are proposed or would occur that necessitate the preparation of a subsequent EIR.
FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

Porterville 2030 General Plan
Final Environmental Impact Report
SCH #2006011033

FINDING NUMBER 1: The decision to prepare this EIR was based upon significant impacts found in the initial study checklist, after applying standards described in sections 15065 and 15070, 14 Cal. Code Reg.

EVIDENCE: In the Summer of 2005, the Environmental Coordinator considered the findings of an Initial Study Environmental Review and determined to prepare an EIR.

FINDING NUMBER 2: A Notice of Preparation of the EIR was sent to all organizations and individuals requesting notice and was sent by certified mail, return receipt requested to:

- The State Clearinghouse; and
- To each responsible trustee agency.

The notice was published in the Porterville Recorder on January 4, 2006.

The notice of preparation describes the project, its location, and its impacts sufficiently to permit a meaningful response.

The notice specified:

- The period during which comments would be received;
- Date, time, and place of hearings on project;
- A brief description of the proposed project and its location; and
- Address where a copy of the draft EIR was available for review.

EVIDENCE: Draft EIR

FINDING NUMBER 3: Prior to completing the Draft EIR, the staff contacted the interested agencies, individuals, and jurisdictions to secure their input.

EVIDENCE: Draft EIR

FINDING NUMBER 4: A Notice of Completion of the Draft EIR was filed with the California Secretary for Resources and the County Clerk, briefly describing the project and its location and indicating that the draft EIR was available, where it was available, how long it was available for review, together with the deadline for review.

EVIDENCE: Draft EIR

ATTACHMENT
ITEM NO.

EXHIBIT A
FINDING NUMBER 5: Public notice of the availability of the Draft EIR was provided by mailing notice to:

- Organizations and individuals who previously requested such notice.

Notice was also given by the following procedures:

- Publication in a newspaper of general circulation in the affected area;
- Posting on the City’s Website; and
- Posting advertisements on City buses and in strategic locations throughout the community.

EVIDENCE: Draft EIR, Public Notices

FINDING NUMBER 6: Copies of the Draft EIR were sent to the following for review for the indicated periods:

- City Hall (Front Counter);
- Nonstate Responsible Agencies;
- State Clearinghouse for state agencies 45-day review period; and
- Local library.

EVIDENCE: Final EIR

FINDING NUMBER 7: The City Staff reviewed the comments to the draft EIR.

EVIDENCE: The project case file contains correspondence between the city, consultant and other agencies along with correspondence received from agencies together with written responses in the Final EIR.

FINDING NUMBER 8: The City has prepared a final EIR consisting of:

- Clarifications of the Draft EIR;
- Comments and recommendations received on the Draft EIR. The comments are found in Chapter Two of the Final EIR;
- A list of persons, organizations, and public agencies commenting on the Draft EIR; and
- The responses of the City as lead agency to significant environmental points and to the review and consultation process are set forth in Chapter Two of the Final EIR.

EVIDENCE: Final EIR No. 2006011033 available at the City’s Community Development Department.

FINDING NUMBER 9: The EIR focuses on the significant effects of the project on the environment. The scope of the discussion of the significant effects is in proportion to their severity and probability of occurrence. The significant effects on which the EIR focuses are:

- Agricultural Land Conversion
• Noise
• Special Status Species and Habitats
• Air Quality and Emissions

EVIDENCE: EIR No. 2006011033

FINDING NUMBER 10: This EIR focuses on the significant effects on the environment associated with implementation of the proposed General Plan and not on speculative impacts and not on speculative projects.

EVIDENCE: EIR No. 2006011033

FINDING NUMBER 11: The degree of specificity in the EIR corresponds to the specificity involved in the underlying activity in that the EIR covers the impacts of full build-out provided for in the General Plan.

EVIDENCE: EIR No. 2006011033

FINDING NUMBER 12: Notice of the public meeting of March 4, 2008 at which the Council was to certify the Final EIR was given by mail to:

• Organizations and individuals who previously requested such notice.
• Publication in the Porterville Recorder
• Posting on the City’s Website

EVIDENCE: Project case file at the City.

FINDING NUMBER 13: A Public Hearing was held on March 4, 2008 before the City Council to certify the Final EIR.

EVIDENCE: Council minutes (project file).

FINDING NUMBER 14: The record will identify the persons who spoke or had presented letters before the Council at its meetings on the adoption of the environmental determination or submitted letters during the review period:

EVIDENCE: Council Minutes (project file).

FINDING NUMBER 15: The record will identify the issues that were raised at the hearing before the Council:

EVIDENCE: Council minutes (project file).
Statement of Overriding Considerations

SUMMARY OF OVERRIDING CONSIDERATIONS

Section 15093 of the CEQA Guidelines establishes the following requirements for a Statement of Overriding Considerations:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits of a Proposed Project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological or other benefits of a Proposed Project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable".

(b) Where the decision of the public agency allows the occurrence of significant effects, which are identified in the Final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. This statement may be necessary if the agency also makes a finding under Section 15091(a)(2) or (a)(3).

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the Notice of Determination. Pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15093, the City Council adopts and makes the following Statement of Overriding Considerations regarding the remaining unavoidable impacts of the Porterville 2030 General Plan (Project) and the anticipated economic, legal, social, technological, environmental, and other benefits of the Project.

In approving the Project, the City Council has weighed the benefits of the Project against the adverse impacts identified in the Certified EIR as significant and potentially significant that have not been avoided or substantially lessened through mitigation to a level of less than significant. The City Council hereby determines that the benefits of the Project outweigh the unmitigated adverse impacts and the Project should be approved. The City Council finds that to the extent that the identified significant or potential significant adverse impacts have not been avoided or substantially lessened, there are specific economic, legal, social, technological or other considerations which support approval of the project.

UNAVOIDABLE SIGNIFICANT ADVERSE IMPACTS

FINDING NUMBER 17: The City Council has determined that the Project would cause significant unavoidable impacts through cumulative long-term impacts to the following:

- Agricultural Land Conversion
- Noise
- Special Status Species and Habitations
- Air Quality and Emissions

AGRICULTURAL LAND CONVERSION

Approximately 3,050 acres of Prime Farmland soils (of which 2,880 acres are on unincorporated lands) would be converted to urban uses as a result of full buildout of the proposed General Plan. Substantial amounts of Farmland of Statewide Importance and Unique Farmland soils (approximately 4,200 acres) would also be converted. Of these lands, 3,200 of these converted acres are in Williamson Act contracts (agricultural preserves); however, these lands can only be annexed after the contracts expire, or are
cancelled by the land owner. Though the proposed General Plan provides policies to minimize the extent of growth/sprawl associated with future development, this agricultural land conversion is considered a significant and unavoidable impact.

NOISE

Future development within the Planning Area will result in the development of new roads near existing neighborhoods and overall increased traffic volumes, thus increasing noise levels in some areas. The proposed General Plan requires the construction of approximately 65 miles (140 lane miles) of new arterial and collector roads and about 25 miles (45 lane miles) of widening of existing roads to serve new development. This does not include the new residential roads which serve local neighborhoods. Though the proposed General Plan provides policies to minimize the extent of noise associated with future development, this impact is considered a significant and unavoidable impact.

SPECIAL STATUS SPECIES AND HABITATS

With build-out of the proposed General Plan and associated implementation programs, the resulting agricultural land conversion will also impact known special status species in the Planning Area because it will cause the conversion of or encroachment on their habitats. While the proposed Plan specifically avoids physical encroachment on much of the grassland area in the eastern foothills, the additional noise, light, glare, storm water runoff, and general human activity associated with population growth elsewhere in Porterville has the potential to reduce the suitability and attractiveness of nearby wildlife environments for habitat uses. The substantial agricultural land conversion and resulting impact on species and habitats constitute a significant and unavoidable impact.

AIR QUALITY AND EMISSIONS

Build-out of the proposed General Plan will result in an unavoidable and significant increase in emissions associated with vehicle miles traveled (VMT) and electricity use, directly related to population growth. While the proposed General Plan commits the City to support federal, State, and SJVAPCD efforts to reduce emissions through its policies to reduce automobile use, promote walkability, support transit, and increase energy conservation in new buildings and energy management in public buildings, public infrastructure (e.g. street lighting), and publicly-owned vehicles, any plan designed to accommodate population growth as this plan is designed to do would result in this unavoidable significant impact. The significant impacts related to the proposed General Plan and associated implementation programs would not be considerably different under any other likely growth scenario for Porterville that accommodates planned approved residential and non-residential development proposed for the city.

ADOPITION OF OVERRIDING CONSIDERATIONS

The City Council adopts this Statement of Overriding Considerations and finds that: a) as part of the approval provisions, the Project has eliminated or substantially lessened all significant effects on the environment where feasible; and b) the remaining unavoidable impacts of the Project are acceptable in light of the environmental, economic, legal, social, technological, and other considerations set forth herein, because the benefits of the Project outweigh the significant and adverse impacts of the Project, as noted below.

The City Council finds that each of the overriding considerations set forth below constitutes a separate and independent ground for finding that the benefits of the Project outweigh its significant adverse environmental impacts and is an overriding consideration warranting approval of the Project. These matters are supported by substantial evidence in the record that includes, but is not limited to, the
Certified EIR, staff reports and analyses, oral and written testimony, and other documents referenced in this Statement of Overriding Considerations and its adopting Resolution.

**BENEFITS OF PROPOSED PROJECT**

**PROJECT BENEFITS OUTWEIGH DIRECT ENVIRONMENTAL IMPACTS**

**FINDING NUMBER 18:** The Project cannot be implemented in a way that accomplishes the basic project objectives without development as illustrated in the proposed alternatives. The City Council finds that the overall benefit of the Project outweighs unavoidable environmental impacts identified above. The Project would provide the following benefits:

**Social**

1. Plan in a manner that improves the quality of life for the whole community and meets future land needs based on the projected population and job growth.

2. Create new parks and bring existing and future residents into greater proximity to open space amenities.

3. Create an efficient and sustainable agricultural buffer, protecting the areas around the periphery of the city from untimely development.

4. Plan for new and efficient public safety facilities to better serve the growing population.

5. Improve public linkages and better integrate the city and neighborhoods.

6. Encourage infill development and a reduction of blighted areas.

**Economic**

1. Maximize the use of existing and future infrastructure to provide an economically efficient program for commercial, industrial, public and residential uses.

2. Provide facilities needed for business and job growth.

3. Encourage industrial development in focused areas targeted for supporting infrastructure.

**Environmental**

1. Direct substantial amount of future growth into foothill areas, thus preserving more of the prime farmland areas from bearing the brunt of future development.

2. Hold to the Friant Kern Canal on the West Side of the City to protect against development from further encroaching into prime farmland.

3. Encourage infill development and higher densities in key areas, lessening the demand for sprawl.

4. Encourage the development of a compact urban form.
5. Bring diverse uses into greater proximity to each other in order to reduce vehicle trips.

CONCLUSION

The City Council has considered the public record of proceedings on the Project, and has weighed the above benefits of the Project against the unavoidable and adverse environmental impacts identified in the Certified EIR. The City Council hereby determines that these benefits outweigh the environmental impacts, and further determines that these environmental impacts are acceptable. Therefore, the City Council hereby approves the Project.

FINDING NUMBER 19: A Notice of Determination was filed stating that the Council certified the EIR.

EVIDENCE: Project File EIR #2006011033

Certification of EIR Reflects the Independent Judgment of the Lead Agency

FINDING NUMBER 20: The certification of the EIR for this project reflects the exercise of the independent judgment of City Council.

SUBSIDIARY FINDINGS:

1. The City had its consultant prepare the initial study which was adopted, after due consideration, as part of the EIR for this project.
2. The City independently reviewed and analyzed all reports and declarations which became part of the record of this decision.
3. The draft documents which this agency circulated reflected its independent judgment and were critically analyzed by its staff.
4. This agency made its decision in the light of the whole record as set forth in Finding 1 on the project.
5. The members of the agency who voted for the decision of which these findings are a part, through the exercise of their independent judgment, found substantial evidence in the light of the whole record for the adoption of the EIR.
6. This agency made its decision in the light of all the testimony at the noticed public hearings as set forth in the record and procedural findings on this project.
7. This agency made its decision in the light of the written record, letters, reports, including the report of its Environmental Coordinator and its independently drafted EIR which the agency itself critically reviewed, corrected, and had augmented where necessary.

EVIDENCE:

1. The record as evidenced by the findings on the environmental determination, Findings 1 through 20 on the project.
2. The procedural record as evidenced by the procedural findings on the project.
3. The file on the EIR, City of Porterville, 2030 General Plan SCH#2006011033.

EXHIBIT A
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 a 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 4th day of March, 2008.

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

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<th>P. Martinez</th>
<th>F. Martinez</th>
<th>Hernandez</th>
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JOHN LONGLEY, CITY CLERK

By. [Signature]
Luisa Herrera, Deputy City Clerk
ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING A COMPREHENSIVE DEVELOPMENT
CODE INCORPORATING ZONING, SUBDIVISIONS, DOWNTOWN DESIGN,
ZONING MAP AND RELATED ORDINANCES

WHEREAS: On March 4, 2008 the City Council of the City of Porterville
adopted a comprehensive General Plan Update that included a vision, goals, and policies
to guide development through the year 2030; and

WHEREAS: Subsequent to adoption of the General Plan, the City Council
initiated a process to prepare a comprehensive Development Code to implement the
General Plan and provide clear standards for future development; and

WHEREAS: A committee made up of community stakeholders was formed to
help guide the creation of the Development Code and provide community input; and

WHEREAS: This committee met regularly to review guiding documents and
draft versions of the code and provide valuable input on the proposed standards; and

WHEREAS: To complement this committee, a second committee was formed
from local architects, engineers and other design professionals to provide input on the
technical aspects of the proposed standards and insure successful implementation of
future projects using these standards; and

WHEREAS: With the assistance of these two committees and Dyett and Bhatia
Urban and Regional Planners, staff has prepared a draft Development Code consisting of
a new Zoning Ordinance, Subdivision Ordinance, and other design standards; and

WHEREAS: The Development Code is accompanied by Downtown Design
Guidelines, to be adopted by resolution, that provide further direction and standards for
public and private development in the downtown zoning districts; and

WHEREAS: Significant efforts were made to involve the public in the creation
of this ordinance; and

WHEREAS: A public hearing was held before the City Council on April 20,
2010, pursuant to the Planning and Zoning Law of the State of California and the
Municipal Code of the City; and

WHEREAS: Pursuant to State and local environmental regulations, this project
is an implementation measure of the adopted General Plan and an addendum was
prepared to the Porterville General Plan Final Environmental Impact Report, as it was
determined that the project does not contain changes and/or additional details that warrant
a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the

ATTACHMENT
ITEM NO. 2
California Environmental Quality Act Guidelines. No further environmental review is necessary; and

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend the Porterville Municipal Code by replacing Chapter 21 “Subdivisions” and Appendix A “Zoning” with Chapter 21 “Development Code” attached hereto and incorporated herein by reference as Exhibit A.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED APPROVED AND ADOPTED this _____ day of __________, 2010.

________________________
Pete V. McCracken, Mayor

ATTEST:

John Lollis, City Clerk

By _______________________
Patrice Hildreth, Chief Deputy City Clerk
Title: Porterville Development Code: A request for approval of a comprehensive Development Code incorporating zoning, subdivisions, downtown design, zoning map and related ordinances.

Due to the volume of this item, the Draft Development Code have been provided to City Council Members on CD. The document is available for review at City Hall, 291 N. Main Street, Planning Department or online at www.ci.porterville.ca.us
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE APPROVING
DOWNTOWN DESIGN GUIDELINES

WHEREAS: On April 20, 2010 the City Council of the City of Porterville adopted a comprehensive Development Code as Chapter 21 of the Municipal Code; and

WHEREAS: The Downtown Design Guidelines are intended to be a companion document to and complement the Development Code to apply architectural design guidelines and streetscape improvements for downtown development; and

WHEREAS: ‘Downtown’ is defined as that area generally bounded by the Tule River to the south, Morton Avenue to the north, “E” Street to the west and the Rails to Trails Parkway to the East; and

WHEREAS: Due to the nature of the documents, the Downtown Design Guidelines cannot be approved without the Development Code. As such, a condition of approval has been included in the resolution requiring the approval of the Development Code; and

WHEREAS: Significant efforts were made to involve the public in the creation of this resolution; and

WHEREAS: A public hearing was held before the City Council on April 20, 2010, pursuant to the Planning and Zoning Law of the State of California and the Municipal Code of the City; and

WHEREAS: Pursuant to State and local environmental regulations, this project is an implementation measure of the adopted General Plan and an addendum was prepared to the Porterville General Plan Final Environmental Impact Report, as it was determined that the project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the California Environmental Quality Act Guidelines. No further environmental review is necessary; and

WHEREAS: The City Council made the following findings:

1. That the proposed project is consistent with implementing the General Plan by:
   a. Maintaining a thriving, vibrant Downtown compatible with surrounding land uses; and
   b. Fostering the location of cultural and civic uses and public open space to maintain Downtown as the civic core of the City; and
   c. Providing for a range of commercial and retail services that add to a diversified economic base; and
   d. Encouraging mixed uses to create a more vibrant community and offering additional opportunities for housing for residents requiring convenient access to community services and less dependency on auto transportation; and

ATTACHMENT
ITEM NO. 3
e. Ensuring that development is attractive and pedestrian friendly; and
f. Preserving and enhancing the pedestrian-oriented environment of the Downtown area; and

g. Ensuring that potential development and redevelopment is integrated into the Downtown and supports the vitality of the area.

2. The Downtown Design Guidelines consider the unique characteristics of the nine (9) downtown districts. Each district having a unique set of development standards and design guidelines based on the existing character of the district; and

3. The Downtown Design Guidelines serve to link together the various areas of downtown, in particular, the connection between the new Courthouse site and Main Street

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Downtown Design Guidelines subject to the following conditions:

1. That the Downtown Design Guidelines are contingent upon the approval of the Development Code.

2. The Downtown Design Guidelines are attached hereto and incorporated herein by reference as Exhibit A.

Pete V. McCracken, Mayor

ATTEST:

John Lollis, City Clerk

By _________________________
Patrice Hildreth, Chief Deputy City Clerk
Title: Porterville Development Code: A request for approval of a comprehensive Development Code incorporating zoning, subdivisions, downtown design, zoning map and related ordinances.

Due to the volume of this item, the Draft Downtown Design Guidelines have been provided to City Council Members on CD. The document is available for review at City Hall, 291 N. Main Street, Planning Department or online at www.ci.porterville.ca.us

ATTACHMENT
ITEM NO. 3

EXHIBIT A
PUBLIC HEARING

SUBJECT: ADOPTION OF THE CITY OF PORTERVILLE 2009-2014 HOUSING ELEMENT AND NEGATIVE DECLARATION

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The Department of Housing and Community Development (HCD) is still in review of the City’s Draft Housing Element that was re-submitted in March of 2010. Staff is recommending that the Council continue the public hearing to allow HCD to make final comments on the draft. The document will then be revised and fine tuned as per HCD’s final comments and brought back to the Council May 4, 2010, for approval.

RECOMMENDATION: That the City Council open the public hearing and continue the public hearing to May 4, 2010, to allow the Department of Housing and Community Development additional time to complete its review of the Draft City of Porterville 2009-2014 Housing Element.
SUBJECT: CONSIDERATION OF APPOINTMENT TO FILL COUNCIL MEMBER VACANCY

SOURCE: City Manager

COMMENT: Given the notice of resignation by Councilman Pedro "Pete" Martinez from his legislative office on the City Council, pursuant to the City Charter, the vacancy must be filled by an appointment of the Council. Should the Council not make an appointment for any reason within thirty (30) days of the vacancy, then the vacancy shall be filled by an appointment of the Mayor. The appointee to the vacancy shall hold the Council office until the next general municipal election.

Given the resignation of Councilman Martinez as effective Tuesday, April 6th, the Council will have until Thursday, May 6th to make an appointment. Should the Council not make an appointment by May 6th, the Mayor would then be responsible for making the appointment.

The City Clerk's Office has conferred with the County of Tulare Elections Office regarding the possibility of including the vacant office in the upcoming general municipal election on June 8, 2010. However, the vacancy is not able to be included in the upcoming general election due to the Elections Office requirement that they must have been notified between the period of one hundred and twenty-seven (127; February 1, 2010) and one hundred and thirteen (113; February 15, 2010) days prior to the date of elections of all offices subject to the upcoming June 8th election. Therefore, any appointee to the vacant office would serve until the next general municipal election in June 2012, which also coincides with the end of the office term.

On the subject of appointment to fill the vacant office, the City Charter does not define nor designate a method or process for the Council (or Mayor) to determine the appointment. Therefore, the Council (and the Mayor) retain complete discretion and determination in making the appointment.

RECOMMENDATION: That the City Council consider the appointment to fill the vacant office on Council, including any method or process to be utilized.

ATTACHMENT: City Charter, Sec. 16: Vacancies in Office; When Offices Declared Vacant
California Election Code 12101
Section 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections. (3-4-2003)

If any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than thirty (30) days consecutively without permission of the council, or for said period shall wilfully fail or refuse to perform the duties of his office, though able so to do, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant. (3-4-2003)
CALIFORNIA
ELECTIONS CODE

12101. (a) Not earlier than the 127th nor later than the 113th day before any municipal election to fill offices, the city elections official shall publish a notice of the election in the city pursuant to Section 6061 of the Government Code. The notice shall be headed "Notice of Election," and shall contain a statement of:

(1) The time of the election.
(2) The offices to be filled, specifying full term or short term, as the case may be.

(b) With respect to a special election to fill a vacancy in office, unless the city has enacted an ordinance as referred to in subdivision (d) of Section 10229, and the ordinance does not allow for appointment to fill the vacancy and requires the vacancy to be filled in the special election, the notice shall also state that if no one or only one person is nominated for an elected office, appointment to the elective office may be made as prescribed by Section 10229. If there is no newspaper of general circulation published and circulated in the city, the notice shall be typewritten and copies shall be posted conspicuously within the time prescribed in at least three public places in the city.
SUBJECT: CONSIDERATION OF APPOINTMENTS TO THE TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: Subsequent to the passage of Measure H in November 2005, the City Council, via Resolution No. 24-2006, established the Transactions and Use Tax Oversight Committee charged with monitoring Measure H revenues and expenditures to ensure consistency with the intent of Measure H. The Committee is comprised of ten members serving staggered four-year terms. On May 2, 2010, the following five members’ terms are due to expire:

- Greg Gillett
- Rick McIntire
- Greg Shelton
- Dick Eckhoff
- Barbra Black

The Committee has one additional vacancy created by the resignation of member Josef Guerrero, whose term will expire in May 2012.

As customary, City Clerk staff has contacted each of the members to ascertain whether there is interest in serving another term. As of the date of agenda compilation, Mr. Eckhoff has indicated an interest in seeking reappointment. Mr. McIntire and Mr. Gillett have indicated they do not wish to seek reappointment; and Ms. Black was undecided. Staff has received no response from Mr. Shelton.

Pursuant to Council direction at its meeting of April 6, 2010, staff published notice in the Porterville Recorder advising of the six vacancies and soliciting applications from interested individuals for a period of 30 days. Copies of all Requests for Appointment received in the Office of the City Clerk as of the date of agenda compilation are herein provided. Requests received subsequent to agenda distribution will be provided to the Council and made available to the public prior to the meeting.

Item No. 22
RECOMMENDATION: That the City Council:
1. Appoint five members of the public to fill five four-year term seats on the Transactions and Use Tax Oversight Committee;
2. Appoint one member of the public to fill the unexpired term of Member Josef Guerrero; and
3. Direct the City Clerk to notify all interested individuals of the Council’s action.

ATTACHMENTS: Resolution 24-2006
Requests for Appointment
RESOLUTION NO. 24-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING AN INDEPENDENT CITIZEN’S OVERSIGHT COMMITTEE
CHARGED TO MONITOR THE EXPENDITURE OF GENERAL FUND REVENUES
DERIVED FROM THE TRANSACTIONS AND USE TAX FOR PUBLIC SAFETY,
POLICE AND FIRE PROTECTION.

WHEREAS, the Porterville City Council reaffirmed the adoption of Ordinance No. 1684 on
December 6, 2005, imposing a retail transactions and use tax in accordance with the provisions of Part
1.6 (commencing with Section 7251) of Division 2 and Section 7283.91 of Part 1.7 of Division 2 of
the Revenue and Taxation Code that authorizes the City of Porterville to adopt a tax ordinance that
shall become operative if at least two-thirds of the electors voting on the measure vote to approve the
tax at an election called for that purpose; and

WHEREAS, Ordinance No. 1684 imposes, upon all retailers in the incorporated territory of the
City of Porterville, a transactions and use tax at the rate of one half of 1 percent (0.50%) of the gross
receipts of any retailer from the sale of all tangible personal property subject to the State sales and use
tax; and

WHEREAS, Ordinance No. 1684, hereinafter known as the Transactions and Use Tax for
Public Safety, Police and Fire Protection appeared on the November 8, 2005 Special Consolidated
Election ballot as Measure H; and

WHEREAS, the tax imposed by Measure H is a special tax, the proceeds of which are to
provide a source of revenue to be used to provide additional public safety, police, fire protection
services and undertake necessary capital projects to support those services, and to restore and maintain
literacy programs and services; and

WHEREAS, revenues generated by Measure H shall be accounted for and paid into a special
fund or account designated for use for Public Safety Services only; and

WHEREAS, by Ordinance No. 1684 the City adopted the Program Guidelines and Public
Safety Expenditure Plan for the administration and expenditure of the tax proceeds. The Public Safety
Expenditure Plan may be amended from time to time by a majority vote of the City Council, so long
as the funds are utilized for public safety, police and fire protection services. For the purposes of the
Ordinance, “Public Safety Services” means (a) obtaining, furnishing, operating, and/or maintaining
police protection equipment or apparatus, paying the salaries and benefits of police protection
personnel, and such other police protection service expenses as are deemed necessary by the City
Council for the benefit of the residents of the City; (b) obtaining, furnishing, operating, and/or
maintaining fire protection equipment or apparatus, paying the salaries and benefits of fire protection
personnel, and such other fire protection service expenses, including capital expenses, as are deemed
necessary by the City Council for the benefit of the residents of the City; and (c) with the use of no
more than 15% of the revenue generated from the special tax, restoration and maintenance of literacy
programs due to the established connection between illiteracy and crime; and
WHEREAS, the Porterville City Council declares that public participation is essential to ensuring the effective implementation of priority goals and objectives contained in the Public Safety Expenditure Plan, and the appropriate expenditure of General Fund revenues committed to public safety, police and fire protection services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby directs formation of an independent citizen's oversight committee as follows:

A. Name: The committee shall be known as the Transactions and Use Tax Oversight Committee.

B. Purpose

1. To review the revenue and expenditures of the three Measure H budgets (Fire, Police and Literacy) contained in General Fund No. 4, Public Safety Sales Tax, and report to Council their finding as “consistent with the intent of the ballot measure” or “non consistent.”

Should a determination of “non consistent” be brought forth, the Council shall hold a public hearing on the issue and take whatever action is necessary and appropriate to correct any issues the Council concurs are inconsistent. It is not the intent of the measure nor the direction of the City Council that the committee have any input in the activities of the aforementioned departments, their sole and only purpose is to advise the City Council on whether or not they believe the departments are utilizing the funds in compliance with the intent of Measure “H” and that the City is not under funding the public safety departments based on the approved funding levels.

2. Oversight: Provide that certain spending decisions and priorities contained in the Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan are subject to direct oversight and review.

C. Charge of Committee

1. Monitoring of expenditures: To monitor the expenditure of General Fund Revenues derived from the Transactions and Use Tax for Public Safety, Police and Fire Protection, and to keep the public informed about the expenditures.

2. Inform public of failure to expend revenues: To advise the public when General Fund revenues are not expended for certain spending decisions and priorities as set in the Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan.

The charge of the committee may be revised from time-to-time by the Porterville City Council.
D. **Powers**: The Porterville City Council empowers the committee with the following powers:

1. **Oversight**: Oversight responsibility to review expenditures related to certain spending decisions and priorities in the Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan.

2. **Review financial statements**: Authority to review independent financial and performance audits of the General Fund No. 4, Public Safety Sales Tax.

3. **Review of General Fund Budgets**: Authority to review the Fire, Police and Literacy Budgets and the General Fund application to Public Safety to assure a continued, base level of support.

The committee shall not have the following authority:

1. **No authority to recommend or advise**: The committee does not have authority to recommend, direct, or advise on any such matters that may fall under its oversight power and authority to review. The committee is not advisory to the City Council and has no power to determine or recommend how General Fund moneys are spent. The City Council retains its authority to make such decisions and determinations and establish separate advisory groups for such purposes. The City Council shall also retain discretion and flexibility in what it asks, directs, or allows the committee to address.

E. **Committee Operations**

1. **Establishing the committee**: The committee shall be established pursuant to voter approval of Measure H in the November 8, 2005 Special Consolidated Election and within 120 days of the effective implementation date of Measure H on April 1, 2006.

2. **First meeting**: The committee shall hold its first meeting within 60 days of adoption of the City’s 2006/2007 Annual Budget.

3. **Open meeting requirements**: Meetings of the committee are subject to the open meeting requirements of the *Ralph M. Brown Act*. Meetings shall be noticed and open to the public.

4. **Annual report**: The committee shall issue an annual report of its conclusions. Minutes and reports of the committee are a matter of public record. Reports and minutes of the committee shall be published on the City of Porterville website.

5. **Meet at least once annually**: The committee shall meet at least once annually after adoption of the City budget.
6. **Quorum:** The committee shall make decisions by a simple majority vote of those members in attendance.

7. **Record:** The committee shall maintain a record of its meetings.

8. **Location of meetings:** The committee shall meet in Mikkabi Conference Room, 291 N. Main Street, Porterville, California, at a time convenient to members and the public or at some other location designated by the committee and available to the public.

9. **Officers:** The committee shall elect a chairperson, vice chairperson, and secretary.

10. **Effective operation of meetings:** The Porterville City Council charges the committee to establish additional operating procedures as necessary for the effective operation of committee meetings.

11. **Administrative staff:** The City Manager or his designee will provide necessary administrative and technical assistance to the committee.

12. **Resources available to the committee:** The committee shall be provided the resources to publicize its conclusions—the minimum level of resource to be a page on the City of Porterville website.

**F. Committee Composition:** The committee shall consist of 10 members as follows:

1. **City Council appointments:** For the establishment of the committee, each member of the Porterville City Council shall appoint two people to the committee. The appointee may be either a resident of Porterville, a business owner or operator. All future appointment to the committee shall be by a majority vote of the Council.

2. **Criteria for appointment:** No member of the City Council, employee of the City, or immediate family member of a City Council Member may serve on the committee.

3. **Length of appointment; rescission of appointment:** For the establishment of the first committee, each Council member shall appoint one person to a two-year term and one to a four-year term. After that, each member of the committee shall be appointed for a four-year term and shall serve until such time that his or her term is completed, or until such time that his or her appointment is rescinded by a simple majority vote of the City Council. It is provided that a member of the committee may resign at his or her discretion.

4. **Recommendation to remove by committee:** Members of the committee, by majority vote, may recommend to the Porterville City Council removal of a committee member for the following reasons: (1) malfeasance; or (2) repeated absence.
5. **Appointment of new members**: At the next regularly scheduled City Council meeting, the Council shall act to replace members of the committee in the event of removal, resignation, disability, or death.

6. **Dissolution of committee**: Dissolution of the committee shall occur in the event the *Transactions and Use Tax for Public Safety, Police and Fire Protection* is revoked or otherwise rendered invalid.

APPROVED AND ADOPTED this 21th day of February, 2006.

[Signature]
Pedro R. Martinez, Mayor

ATTEST:

John Longley, City Clerk

[Signature]
Georgia Hawley, Chief Deputy City Clerk
Porterville Police, Fire, and Emergency Response 9-1-1 Measure
Program Guidelines and Expenditure Plan

This measure will provide a secure, local revenue stream to the City of Porterville that will be used entirely to provide additional public safety police and fire personnel and services to protect our community. Porterville residents deserve to know how the funds will be spent. Detailed spending plans have been developed so voters can have a clear understanding of how the monies will be spent if the ½ cent sales tax is approved. Program guidelines have also been established to govern how the money can be spent, to specify the accounting, audit and oversight guidelines that will be implemented to make certain that the funds are spent according to the voter’s direction, and to ensure the public is well-informed of the progress and process.

Fiscal Accountability Protections

An Independent Auditor will annually review and audit expenditures of funds specifically derived from the Public Safety Measure, to ensure compliance with the expenditure plans and with prudent, established accounting regulations and practices.

The City will establish an Independent Citizen’s Oversight Committee to annually review revenues and expenditures, providing a second independent verification that all expenditures are being made as promised to Porterville residents. The findings of both the Independent Citizens Oversight Committee and the Independent Auditor will be reviewed by the City Council and made available to the public.

Each May or June, as the City’s budget is adopted following public hearings, the City Manager will re-certify the plan to the City Council, stating what monies have been received, what monies have been spent and what monies are available. The financial consequences of these changes will be reflected in the re-certified plan.

Dedicated Accounting Structure

The Expenditure Plan specifies that all revenues from the Measure are to be utilized for the sole purpose of improving our community’s public safety, with the revenue to be directed to the police and fire departments respectively, and with a small portion (not more than 15%) dedicated to the restoration and maintenance of literacy programs due to the established connection between illiteracy and crime. The funding proportions have been mutually agreed upon by the Police Chief and Fire Chief.

The City will establish separate funds into which these specific monies shall be deposited. These accounts shall be separate for police and fire and shall be the source of their respective expenditures as established in the approved expenditure plans. Any balances in these funds, positive or negative, shall earn or pay interest accordingly.

Based on public safety needs, the City Council may determine to advance funds from the City’s General Fund into the individual Public Safety Sales Tax Fund in order to most effectively accomplish the objectives of the program.

Priorities if additional revenues are available

In the event that the contingency/reserve fund is fully funded and all annual planned expenditures have been implemented, the use of the additional unanticipated sales tax revenues will be used first to accelerate the implementation of the plan and then to provide additional public safety facilities, personnel, and new equipment based on specific needs of the community.

Review and Modification of Expenditure Plan

The proposed Expenditure Plan may be amended from time to time by a majority vote of the City Council.
### NOVEMBER 2005 BALLOT MEASURE EXPENDITURE PLAN

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on ½ Cent Sales Tax availability

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

| Fiscal Year 2005-06 Sales Tax Revenue available (partial year) | $600,000 |
| Additional Supplemental Resources (General Fund) | $50,903 |
| Total Resources Available | $650,903 |

Increase Police Sworn by 5 positions to the base and outfit (partial year) | $412,803 |
Increase Fire Sworn by 7 positions to the base and outfit (partial year) | $148,100 |
Restore Literacy Programs/hours (partial year) | $90,000 |
Total 2005-06 Fiscal Year Expenditures | $650,903 |

### Fiscal Year 2006-07 Additional Sales Tax Revenues (First full F/Y)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase Police Sworn by 1 additional position to the base</td>
<td>$85,000</td>
</tr>
<tr>
<td>Maintain and Expand Patrol Operations</td>
<td>$405,000</td>
</tr>
<tr>
<td>Maintain and Expand Gang Suppression and Narcotics Operations</td>
<td>$215,000</td>
</tr>
<tr>
<td>Maintain 7 additional Sworn Fire personnel</td>
<td>$521,156</td>
</tr>
<tr>
<td>Purchase additional Fire Rescue Apparatus</td>
<td>$140,000</td>
</tr>
<tr>
<td>Purchase Rescue Equipment for new Fire Apparatus</td>
<td>$25,000</td>
</tr>
<tr>
<td>Purchase Personal Safety Equipment for additional Fire Fighters</td>
<td>$14,000</td>
</tr>
<tr>
<td>Maintain Literacy Program/hours</td>
<td>$180,000</td>
</tr>
<tr>
<td>Expand Homework Assistance and Creative Expression Program</td>
<td>$80,000</td>
</tr>
<tr>
<td>Establish Capital Reserve Fund for New Fire Station</td>
<td>$126,844</td>
</tr>
<tr>
<td>Total 2006-07 Fiscal Year Expenditures</td>
<td>$1,792,000</td>
</tr>
</tbody>
</table>

### Fiscal Year 2007-08 Additional Sales Tax Revenues (Second full F/Y)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Increase Police Sworn by 1 additional position to the base</td>
<td>$87,000</td>
</tr>
<tr>
<td>Maintain Expanded Patrol Operations</td>
<td>$508,000</td>
</tr>
<tr>
<td>Maintain Expanded Gang Suppression and Narcotics Operations</td>
<td>$255,250</td>
</tr>
<tr>
<td>Maintain 7 additional Sworn Fire personnel</td>
<td>$557,637</td>
</tr>
<tr>
<td>Hire 1 additional Fire Investigator</td>
<td>$74,167</td>
</tr>
<tr>
<td>Station and Equipment</td>
<td>$20,000</td>
</tr>
<tr>
<td>Maintain Literacy Programs/hours</td>
<td>$187,200</td>
</tr>
<tr>
<td>Expand Homework Assistance and Creative Expression Program</td>
<td>$83,200</td>
</tr>
<tr>
<td>Increase Established Capital Reserve Fund for New Fire Station</td>
<td>$91,226</td>
</tr>
<tr>
<td>Total 2007-08 Fiscal Year Expenditures</td>
<td>$1,863,680</td>
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<tr>
<td>Fiscal Year 2008-09 Additional Sales Tax Revenues (Third full F/Y)</td>
<td>$1,938,227</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>Additional Supplemental Resources (General Fund)</strong></td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Total Resources Available</strong></td>
<td>$1,988,227</td>
</tr>
<tr>
<td>Increase Police Sworn by 1 additional position to the base</td>
<td>$91,000</td>
</tr>
<tr>
<td>Maintain Expanded Patrol Operations</td>
<td>$566,000</td>
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<tr>
<td>Maintain Expanded Gang Suppression and Narcotics Operations</td>
<td>$320,753</td>
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<tr>
<td>Maintain 8 additional Sworn Fire personnel</td>
<td>$676,030</td>
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<tr>
<td>Safety Equipment</td>
<td>$5,000</td>
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<tr>
<td>Maintain Literacy Programs/hours</td>
<td>$194,688</td>
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<tr>
<td>Expand Homework Assistance and Creative Expression Program</td>
<td>$86,528</td>
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<tr>
<td>Increase Established Capital Reserve Fund for New Fire Station</td>
<td>$48,218</td>
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<td><strong>Total 2007-08 Fiscal Year Expenditures</strong></td>
<td>$988,227</td>
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<table>
<thead>
<tr>
<th>Fiscal Year 2009-10 Additional Sales Tax Revenues (Fourth full F/Y)</th>
<th>$2,015,756</th>
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</thead>
<tbody>
<tr>
<td><strong>Additional Supplemental Resources (General Fund)</strong></td>
<td>$75,000</td>
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<tr>
<td><strong>Total Resources Available</strong></td>
<td>$2,090,756</td>
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<tr>
<td>Maintain 8 additional Sworn Police personnel</td>
<td>$630,000</td>
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<tr>
<td>Maintain Expanded Patrol Operations</td>
<td>$396,651</td>
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<tr>
<td>Maintain Expanded Gang Suppression and Narcotics Operations</td>
<td>$723,352</td>
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<tr>
<td>Maintain 8 additional Sworn Fire personnel</td>
<td>$202,476</td>
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<tr>
<td>Expand Homework Assistance and Creative Expression Program</td>
<td>$89,889</td>
</tr>
<tr>
<td>Partial Year Debt Service Payment on New Fire Station Financing</td>
<td>$48,288</td>
</tr>
<tr>
<td><strong>Total 2009-10 Fiscal Year Expenditures</strong></td>
<td>$2,090,756</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Year 2010-11 Additional Sales Tax Revenues (Fifth full F/Y)</th>
<th>$2,096,387</th>
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</thead>
<tbody>
<tr>
<td><strong>Additional Supplemental Resources (General Fund)</strong></td>
<td>$150,000</td>
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<tr>
<td><strong>Total Resources Available</strong></td>
<td>$2,246,387</td>
</tr>
<tr>
<td>Maintain 8 additional Sworn Police personnel</td>
<td>$664,000</td>
</tr>
<tr>
<td>Maintain Expanded Patrol Operations</td>
<td>$413,983</td>
</tr>
<tr>
<td>Maintain Expanded Gang Suppression and Narcotics Operations</td>
<td>$773,352</td>
</tr>
<tr>
<td>Maintain Literacy Programs/hours</td>
<td>$210,575</td>
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<tr>
<td>Expand Homework Assistance and Creative Expression Program</td>
<td>$93,589</td>
</tr>
<tr>
<td>Debt Service on New Fire Station Financing</td>
<td>$90,889</td>
</tr>
<tr>
<td><strong>Total 2010-11 Fiscal Year Expenditures</strong></td>
<td>$2,246,387</td>
</tr>
</tbody>
</table>

* Total Reserve Cash Available for Real Property Acquisition for New Fire Station in Fiscal Year 2008/09: $266,288
1. Assumes 4% growth rate in annual sales tax revenue.

2. Current General Fund monies and State and School Subventions provide for 44.5 Sworn Police Officers. Additional grant funding has provided for 2.5 additional Sworn Police Officers. Additional positions funded through this sales tax measure will add positions to the base of 45 Sworn Police Officers.

3. Additional General Fund Utility User's Taxes generated from annexation activity during the course of this expenditure plan will be proposed to be specifically earmarked for additional Police positions. These additional positions will modify the base above the 45 positions as described in Note 2.

4. Literacy programs delivered through the Library will annually receive up to 15% of the new revenue provided by this sales tax measure.

5. The City will use base budget amounts established and approved under the Expenditure Control Budget System in determining additional funding for Police, Fire, and Literacy programs delivered through the Library to prevent erosion of existing General Fund support for these activities.
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 a 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 21st day of February, 2006.

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

<table>
<thead>
<tr>
<th>Council:</th>
<th>IRISH</th>
<th>WEST</th>
<th>HAMILTON</th>
<th>STADTHERR</th>
<th>MARTINEZ</th>
</tr>
</thead>
<tbody>
<tr>
<td>AYES:</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>NOES:</td>
<td></td>
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<tr>
<td>ABSTAIN:</td>
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<tr>
<td>ABSENT:</td>
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</tr>
</tbody>
</table>

JOHN LONGLEY, City Clerk

[Signature]

by Patrice Hildreth, Deputy City Clerk
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Richard "Dick" Eckhoff

(Please Print)

Appointment to: JTTOC

(Name of Board, Commission, or Committee)

☑ Reappointment; or IF NEW, please provide:

Street Address:

Mailing Address:

Name of Business: Sierra Trophies

☑ Own  □ Operate

Business Address: 197 N. Main

PORTERVILLE

Telephone: Home 539-1500
Work 784-4213
FAX 784-1840
E-mail SierraTrophy@acsnet.net

City of Porterville resident: ☑ Yes
☒ No

Registered Voter: ☑ Yes
☒ No
Richard Eckhoff

Home
33352 Globe Drive
Springville, CA 93265
559-539-1500

Business

Sierra Trophies
197 North Main Street
Porterville, CA 93257
559-784-4213
sierratrophy@ocsnet.net

Education

California Polytechnic College
San Luis Obispo, California
Architecture - 1 year

Porterville Community College
Porterville, California

Pertinent Work Experience

Sierra Trophies
Porterville, California
Downtown retail - Owner

KTIP Radio
Porterville, California
Radio Announcer - Ad sales

Alexander's Trailhead
Porterville, California
Downtown retail - Owner
that concern projects in, or that will have an effect on, the Downtown area, and regularly attend and actively participate in City Council meetings.

I have spoken frequently for the need for additional police and fire protection, and when a chance came to actively work for funding to fill that need, I joined the effort. I worked diligently to gain passage of measure "H". I approved of giving Council some latitude to change with the times and to balance that, and to avoid winding up with a "State Lottery" situation, I urged the council to include the requirement of a citizens' oversight committee as part of the measure. After it was passed, I volunteered for the oversight committee. As the chairman of the "Yes on H" committee, I am one of the most knowledgeable laypersons in the community on the ordinance, and can continue to use that knowledge to help insure the voters that the measure will be implemented in line with the approved Ordinance.

Thank you for your consideration for this position.
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Dr. Gary Mekeel (Please Print)

Appointment to: Measure H Oversight Committee (Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 1350 N. Lotus Way
                Porterville, CA

Mailing Address:

Name of Business: Burton School District

☐ Own    ☐ Operate

Business Address: 264 N. Westwood Street
                  Porterville, CA

Telephone: Home 783-8476
Work 781-8032
FAX 788-6319
E-mail gmekeel@burtonschools.org

City of Porterville resident: ☐ Yes ☐ No

Registered Voter: ☐ Yes ☐ No

Page 1 of 2
Qualifications:

I am a resident and registered voter living within the city limits of Porterville. I have a desire to serve on this standing committee and would hope that my experience in facilitating group discussions through a collaborative and consensus building process would be useful as a member of this committee.

I do not have an opinion or concern that this committee has, in the past, performed without great diligence and passion for their responsibilities. I do believe that perception and levels of trust must be constantly protected. To that end I believe I am able to bring a variety of experiences that might be helpful in maintaining both the covenant that the community expects and the civility that is demanded in working within diverse community committees.

I would love to assist should there be a place for me at this table.

☐ Resume attached
☒ Letter of request attached

Submitted By: Gary L. Mekeel  April 9, 2010

Date

Received by: Patrice Hloremy

Forwarded to: City Clerk  ☐ Date:

City Council  ☐ Date:

City Manager  ☐ Date:

Applicable Dept.  ☐ Date:

Tentative Council Mtg Date: 5/4/10
April 9, 2010

The Honorable Pete McCracken, Mayor  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

Dear Mayor McCracken:

I am formally offering my services to the City Council to serve on the Measure H Oversight Advisory Committee. I would imagine that there might be more personal requests to serve than positions available, however, I am hopeful that my experience as a district superintendent and long term relationship that I have enjoyed with our city would allow for your thoughtful consideration of this application.

I have served briefly on other city committees during my 20 years as a resident and each of those experiences have been beneficial to our community, to the City Council and to me personally. The most involved committee assignment I have had was with the City of Porterville Charter Review Advisory Committee in 2002. The composition of that committee was diverse in both demographics and philosophy but it was, in the end, the most enjoyable community work I have been a part of.

I know how important this committee is to both the Council and to the citizens who gave their consent for Measure H. The ability of the Council to have a standing committee reviewing the expenditures that have been derived from this Measure provides the transparency and assurances that serves both the Council and the community.

I would consider it a privilege to have an opportunity to serve my city once again. Any consideration that you might provide to this request would be greatly appreciated.

Respectfully,

Dr. Gary Mekeel
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Charles F. Webber   
(Please Print)

Appointment to: Measure H Committee   
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 346 N. Ohio Circle
Porterville, CA. 93257-3207

Mailing Address: ____________________________________________

Name of Business: ____________________________________________

☐ Own    ☐ Operate

Business Address: ____________________________________________

Telephone: Home 559-781-2005
Work __________________________
FAX __________________________
E-mail maanpawebber@ocsnet.net

City of Porterville resident:    Registered Voter:
☐ Yes    ☐ Yes
☐ No    ☐ No
Qualifications: ________________________________________________________________

Vice President @ General Manager  Sierra Mirror Inc  
June 1967 - June 1992

Operations Manager  Benchmaster Inc  June 1992 - Jan 2000

Parks & Leisure Services Commission  Oct 2007 - PRESENT

Foreman Protem  2008/2009
Foreman  2009/2010

☐ Resume attached
☐ Letter of request attached

Submitted By: Charles F. Welba  April 9, 2010  Date

Received by: _____________________________________________________________

Forwarded to: City Clerk  ☑ Date: 4-12-2010
City Council  ☐ Date:______________________
City Manager  ☐ Date:______________________
Applicable Dept.  ☐ Date:______________________

Tentative Council Mtg Date: April 20, 2010

Page 2 of 2
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Michael J. Pavone
(Please Print)

Appointee to: Transactions and Use Tax Oversight Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 20611 Rd. 248
Lindsay, CA 93247

Mailing Address: Same

Name of Business: Genesis Bike Shop
☐ Own ☐ Operate

Business Address: 847 W. Henderson
Porterville, CA 93257

Telephone: Home (559) 568-0659
Work (559) 781-3191
FAX (559) 781-3240
E-mail KamakaziPav@yahoo.com

City of Porterville resident: ☒ Yes ☐ No
Registered Voter: ☒ Yes ☐ No

Page 1 of 2
Qualifications:  Retail shop owner

Resume attached  ✔️ Letter of request attached

Submitted By: [Signature]  4-13-10

Received by: __________________________

Forwarded to: City Clerk  ☐ Date: ______________

☐ City Council  ☐ Date: ______________

☐ City Manager  ☐ Date: ______________

☐ Applicable Dept.  ☐ Date: ______________

Tentative Council Mtg Date: ______________

Page 2 of 2
Michael J. Pavone
*Genesis Bike Shop*
847 W. Henderson
Porterville, CA 93257
559-781-3191

April 13, 2010

Dear: Patrice Hildreth CMC
Administrative Services Manager

As a retail shop owner (Genesis bike shop) and a former employee of the City of Porterville Fire Department, I feel that I would make a great fit for the measure H oversight committee.

Sincerely,

Michael J. Pavone
SUBJECT: APPROVAL OF JOINT POWERS AGREEMENT (JPA) - TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG)

SOURCE: Public Works Department - Engineering Division

COMMENT: The attached JPA requires approval by the eight Tulare County cities and Tulare County in order to amend the original JPA. As part of the approval process, the eight cities and Tulare County must pass a resolution approving the JPA and authorizing its execution.

There are a number of changes proposed to the current JPA. These changes are summarized in Mr. Ted Smalley’s (Executive Director) “TCAG Joint Powers Agreement Revisions” memorandum. The changes do not appear to be of significant consequence; however, three items should be brought to Council’s attention for discussion.

Issue #1 – Amend the JPA to allow TCAG to acquire, maintain and dispose of real property.

Issue #2 – Amend the JPA to allow TCAG to provide staff services and facilities to the Tulare County Local Agency Formation Commission (LAFCO).

Issue #3 – Amend the JPA to allow TCAG to operate van pool services and related activities.

Once the cities and County have approved and pass the appropriate resolution, TCAG will circulate a “master” agreement for each City and the County to sign. This process will insure that each agency has a document with original signatures.

RECOMMENDATION: That the City Council:

1. Review the full breadth of amendments as described in Mr. Smalley’s March 24, 2010 memorandum and in particular, the issues highlighted in staff’s report;

2. Consider approval and authorize the Mayor to execute the attached “Tulare County Association of Governments Joint Powers Agreement” resolution; and

Item No. 20
3. Authorize the Mayor to execute the Master Agreement when said Master Agreement is made available to the City for signature.

ATTACHMENTS:  Memorandum – TCAG Joint Powers Agreement Revisions
                Joint Powers Agreement Resolution
MEMORANDUM

TO: TCAG Members

FROM: Ted Smalley, Executive Director

DATE: March 24, 2010

SUBJECT: TCAG Joint Powers Agreement (JPA) Revisions

The Joint Powers Agreement (JPA) originally establishing the Tulare County Association of Governments was executed on May 4th 1971. It was amended in June 1975 and February 1976. Since 1976, terminology and agency practices have changed but the JPA remained the same. At Board direction, staff presented the attached proposed replacement JPA on March 15, 2010. Among other things, the new JPA reflects current practices and terminology, incorporates previous amendments to the original Agreement, allows for the ability to acquire, maintain and dispose of real property, provides authority for the County to provide staff services to the Local Agency Formation Commission (LAFCO) and allows for TCAG to partner in a regional vanpool program.

Below is a summary of the key changes to the current JPA of 2010:

Paragraph 2:
The old JPA designated paragraph 2 as the powers and paragraph 3 as the authority to exercise those powers. The authority to exercise those powers as provided in Paragraph 3 were essentially TCAG powers and so the paragraphs two and three were combined. Also, the Association powers were increased to include: to acquire, maintain, and dispose of real property; contract to provide staff services and facilities to the Tulare County Local Agency Formation Commission (LAFCO); enter into joint powers agreements; and to operate van pool services and related activities.

Paragraph 4:
Paragraph 4 was amended to reflect that TCAG is a separate department in the county system and therefore would not need to contract for staffing with the county. The current paragraph language gives the association authority to employ and contract with personnel and/or consultants. The following language was deleted: “as an alternative to hiring its own employees, the Association shall have the power to contract with the County, a City or any other political subdivision to provide needed services to the Association through employees of such political subdivision.”

Paragraph 14:
Paragraph 14 changes the old term “Executive Secretary” to the current term “Executive Director.”
Paragraph 15.5:
This paragraph which allows for the option of the governing board to have two Executive Secretaries (currently called Executive Directors) was deleted.

Paragraph 18:
This paragraph was amended to delete the requirement that the Executive Director file an official bond in the amount of $3,000 with the Association. This is no longer current practice for many years.

Paragraph 19:
The original JPA in 1971 contemplated that the population ratios of the Cities and the County would be based on the 1970 decennial census. In 1974, it was determined that reliance on the State Department of Finance provides updated estimates of the population of the Cities and County on an annual basis would be more accurate. As such, the JPA stated that yearly changes were made to the TCAG By-Laws to adjust consistent with the State Department of Finance figures. The change to Paragraph 19 here is to designate the Overall Work Program (OWP) as the report to be annually changed instead of the By-Laws. This is to reflect current practice.

Paragraph 21:
This paragraph is amended to reflect current practice regarding preparation of the annual budget.

Paragraph 23:
This paragraph changes thirty (30) to sixty (60) days after the close of each fiscal year for an itemized report of all receipts and expenditures which have occurred under the Agreement during the preceding fiscal year, a current practice.

Paragraph 30:
This paragraph was added to assist in approving the JPA and subsequent amendments in the future by providing for the ability to execute documents in counterparts. This will allow the Cities and County to act on matters concurrently instead of attempting to execute the JPA and amendments in sequence.
TULARE COUNTY ASSOCIATION OF GOVERNMENTS
JOINT POWERS AGREEMENT

THIS AGREEMENT, dated for convenience as of this _____ day of __________, 2010, by
and between the COUNTY OF TULARE, hereinafter referred to as the “County,” and the CITIES
OF DINUBA, EXETER, FARMERSVILLE, LINDSAY, PORTERVILLE, TULARE, VISALIA,
and WOODLAKE, or so many of said Cities as have executed this Agreement, hereinafter
collectively referred to as the “Cities”;

WITNESSETH:

WHEREAS, the County and the Cities have recognized that it is desirable to provide a forum
for the coordination of governmental activities involving both long-range and functional planning for
the Cities and the County, and to develop programs which will assure compatible action between all
levels of government within the County for plan implementation; and

WHEREAS, the Tulare County Association of Governments, hereinafter referred to as the
“Association,” will be a separate entity from the County; and

WHEREAS, as of the 4th day of May, 1971, the County and the Cities executed an
Agreement (Tulare County Agreement No. 6460) which established the Association, and set forth
the powers and duties of the Association; and

WHEREAS, the Joint Powers Agreement has been amended from time to time; and

WHEREAS, the Association desires to incorporate subsequent amendments to the original
Agreement entered into on the 4th day of May, 1971 and make changes to the Agreement to reflect
current practices and terminology; and

WHEREAS, the Association desires to enter into a joint powers agreement to operate van
pool services and related activities; and

WHEREAS, current policies of the United States Department of Housing and Urban
Development and the United States Department of Transportation require the establishment of an
areawide organization in order to meet the planning requirements for various capital grant and loan programs; and

WHEREAS, the County and the Cities believe that intergovernmental cooperation will promote the general welfare of all of the residents of the County of Tulare; and

WHEREAS, the County and the Cities have the power, under section 6500 et seq. of the Government Code, to enter into and carry out the terms and conditions of this Agreement;

NOW, THEREFORE, BE IT AGREED as follows:

1) There is hereby created an agency or public entity to be known as the “Tulare County Association of Governments.” As provided by law, said Association shall be a public entity separate from the County and the Cities which are parties to this Agreement.

2) The Association shall have and may exercise all rights and powers, expressed and implied, necessary to carry out the purposes and intent of the Association, including but not limited to, the following powers:

a) Review, evaluate and coordinate applications for developmental proposals of areawide significance utilizing either Federal, State or local public sources of funding.

b) Assist political subdivisions located in Tulare County in obtaining various forms of governmental assistance by providing advice, counsel and professional direction.

c) Designate an appropriate system of areawide comprehensive planning goals and objectives.

d) Prepare the necessary plans and studies consistent with comprehensive planning goals and objectives

e) Promote public interest in and understanding of the comprehensive planning process within Tulare County.

f) Serve as a center for disseminating general planning information of areawide significance to the various local jurisdictions.

g) Investigate and prepare recommendations regarding the resolution of conflicts or other circumstances arising from the multiplicity of jurisdictions concerned with comprehensive development.
h) To make and enter into contracts.

i) To employ agents and employees.

j) To acquire, maintain, and dispose of real or personal property.

k) To accept gifts and grants.

l) To sue and be sued in its own name.

m) To incur debts, liabilities, or obligations.

n) Exercise all of the powers and duties as the agency designated as the Transportation Planning Agency for Tulare County in accordance with section 29530 et seq. of the Government Code, section 99200 et seq. of the Public Utilities Code and all other applicable State laws.

o) Contract to provide staff services and facilities to the Tulare County Local Agency Formation Commission (LAFCO) or other Tulare County Agencies as approved by the Tulare County Association of Governments Board.

p) To enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

q) To operate van pool services and related activities, including, but not limited to, obtaining grant funds and borrowing funds for purchasing and leasing vans.

3) It is understood that no debt, liability or obligation of the Association shall constitute a debt, liability or obligation of the County or any of the Cities. Such powers shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon the County in the exercise of similar powers, as provided in Section 6509 of the Government Code of the State of California.

4) The Association shall have the authority to employ and contract with personnel and/or consultants to assist in conducting the activities authorized by this Agreement.

5) It is understood and agreed that such plans as are developed by the Association shall be forwarded to the appropriate Cities and/or to the County for consideration, possible adoption and implementation by such party or parties. Each party to this Agreement agrees that it will give due and appropriate consideration to all such plans developed and forwarded by the Association.
6) The Association shall be administered by a governing board composed of the following members:
   a) The five (5) members of the Board of Supervisors.
   b) One (1) Councilperson from each City which is a party to this Agreement, appointed by the City Councils of such respective Cities.
   c) Three (3) residents, over the age of 18, of the County to be appointed by a majority vote of the other members of the governing board of the Association listed in subparagraphs (a) and (b) above at a meeting of the governing board.

7) After this Agreement has been executed by all of the parties, and members of the governing board have been appointed by the respective City Councils, the Chairperson of the Board of Supervisors of the County shall call an organizational meeting to be held by the governing board of the Association. The Chairperson shall cause each member of the governing board to be advised of the time and place for such organizational meeting.

8) The members of the Board of Supervisors shall be members of the governing board of the Association during their tenure in the office of Supervisor. Each Councilperson appointed by a participating City as a member of the governing board of the Association shall serve on the governing board during their tenure in the office of Councilperson or until replaced by the City pursuant to paragraph (10) below. The three (3) members of the governing board of the Association who are appointed pursuant to subparagraph (c) of paragraph (6) above shall have three year terms, with no at large member expiring in the same year.

9) The term of office of any member of the governing board of the Association, other than the members of the Board of Supervisors, may be terminated at any time by a majority vote of the body which appointed such member.

10) When a vacancy occurs on the governing board, the vacancy shall be filled by the appropriate appointing body for the balance of the unexpired term.

11) Any of the bodies authorized to appoint members of the governing board of the Association, under paragraph (6) above, may appoint an alternate member of the governing board, who shall have the same qualifications as required for the principal member under paragraph (6) above;
provided, however, that in the case of the members of the Board of Supervisors, said Board
may appoint as alternate members for each of the five (5) Supervisors any persons who are
residents of the County. Such alternate member shall participate as a member of the governing
board only when the principal member is absent from the meeting. Alternates may attend closed
sessions even if the member is present.

12) The governing board of the Association shall hold at least one regular meeting each month
unless the Board votes to cancel a meeting. The date, time and place of regular meetings shall
be fixed by resolution of the governing board and may be changed from time to time. Special
meetings may be called pursuant to the procedures set forth in Section 54956 of the
Government code. All meetings of the governing board shall be subject to the requirements of
the Ralph M. Brown Act.

13) The governing board of the Association shall adopt all necessary rules governing the
transaction of business at its meetings and the general conduct of the affairs of the Association.

14) The officers of the Association shall be a Chair, Vice Chair, Executive Director and such other
officers as the governing board may deem necessary. The Chair and Vice Chair shall be elected
from among the members of the governing board but the Executive Director need not be a
member. Said officers shall be elected in accordance with the rules of the governing board of
the Association and shall perform such duties and serve for such terms as specified in the rules
adopted by the governing board of the Association.

15) A majority of the persons appointed to serve on the governing board of the Association shall
constitute a quorum for the transaction of business by the governing board. Any resolution or
other official action of the governing board shall be adopted by the votes of at least the number
of members which constitute a quorum, less two (2) members.

16) The members of the governing board of the Association shall serve without compensation but
they shall receive reimbursement for actual and necessary travel expenses incurred in the
performance of their duties. Such reimbursement for expenses shall be made in accordance
with rules established by the governing board. Travel expenses shall not be allowed for any
travel outside of the County of Tulare by members of the governing board unless the governing board of the Association approves such travel.

17) The County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor respectively, of the Association, as such, they shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code of the State of California.

18) In accordance with section 6505.1 of the Government Code, the Executive Director is hereby designated as the person who shall have charge of, handle, and have access to the property of the Association.

19) The annual operating costs of TCAG shall be allocated among the parties to this Agreement on the basis of the population ratios of the Cities and the County. The population figures, and the appropriate percentage figures based on such populations, shall be contained in the Overall Work Program (OWP). The population figures will be based on the State Department of Finance certifications, or as updated by actual enumerations. These population figures are revised annually by the State about April of each year. Based on these population figures, the Board of Governors of TCAG will promulgate the percentages to be used by TCAG staff and members in developing the allocation of operating costs for the following fiscal year.

20) The annual budget of the Association shall be prepared on a fiscal year basis and the fiscal year of the Association shall be the period from July 1st of each year to and including the following June 30th.

21) On or before the 15th day of April of each year, a copy of the proposed budget which has been prepared for the next ensuing fiscal year shall be provided to the County and each of the Cities. The County and each of the participating Cities shall provide written comments on the budget with the governing board of the Association on or before the 1st day of May. Said budget shall be deemed to have been approved when adopted by the TCAG Board in May of each year. The Cities and the County which have representation on the TCAG Board and have given the aforementioned approval of the budget shall thereafter pay their pro rata share of such budget into the County Treasury to the credit of the Association in accordance with the percentages set
forth in paragraph (19) above. Each City and the County shall pay one-half (1/2) of such pro
rata share into the County Treasury on or before the 30th day of September and the other one-
half (1/2) of such pro rata share on or before the 30th day of April.

22) In the event that any party to this Agreement refuses to approve an annual budget, in
accordance with the provisions of paragraph (21) above, such party shall no longer be a party to
this Agreement nor a participant in the program, in accordance with paragraph (27) herein
below. Therefore, the remaining parties to this Agreement which have approved the annual
budget agree to pay, over and above their regular payment prescribed above, an additional
payment to cover the additional amount required because of the withdrawal of the party, such
additional payment to be based on the populations of the remaining parties as set forth in
paragraph (19) and to be paid at the same times as the regular payments.

23) Within sixty (60) days after the close of each fiscal year during which this Agreement remains
in effect, TCAG staff upon request shall prepare for distribution to the County and each of the
Cities which have been parties to this Agreement during the year, an itemized report of all
receipts and expenditures which have occurred under this Agreement during the preceding
fiscal year.

24) In accordance with section 6505 of the Government Code, an annual audit of the accounts and
records of the Association shall be made. The Association shall pay the costs of such audit
whether conducted by the County Auditor or an independent auditor.

25) This Agreement shall take effect as soon as it has been executed by a sufficient number of the
nine (9) political subdivisions which have been designated as potential parties to this
Agreement in the heading and signature lines of this Agreement to constitute at least seventy-
five percent (75%) of the population of the entire County, based on the population figures in
paragraph (19) above. Any City that does not execute this Agreement shall not be a party to this
Agreement and shall have no rights and duties whatsoever under this Agreement. Any City
which does not become a party to this Agreement prior to the organizational meeting of the
governing board of the Association may become a party thereafter, and have all of the rights

Joint Powers Agreement – Tulare County Association of Governments
and duties of a party upon executing a copy of this Agreement and filing it with the governing board of the Association.

26) If any party to this Agreement does not approve an annual budget of the Association in accordance with paragraph (22) above, then that party shall cease to be a party to this Agreement as of the 30th day of June following such failure to approve the budget and, after said 30th day of June following such failure to approve the budget and, after said 30th day of June, such party shall have no rights or duties under this Agreement and the member or members of the governing board of the Association appointed by that party shall automatically cease to be members on said date. In addition, any party to this Agreement may, on or before June 1st of any year, give written notice to the Association that it is withdrawing from the Association and terminating its rights and duties under the Agreement, at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter, as mentioned hereinabove. When any party has ceased to be a party to this Agreement, it shall not be entitled to again become a party to this Agreement except upon unanimous consent of the remaining parties to this Agreement and upon such terms and conditions as may be imposed by unanimous action of said remaining parties. Each of the parties to this Agreement hereby agrees that if it should in the future withdraw from the Association and give up its rights and duties under this Agreement, as provided hereinabove, and the Association is not dissolved as a result of said withdrawal, then such withdrawing party waives any refund of contributions previously made by such party to the Association and relinquishes to the Association all right, title and interest it may have in any property of the Association.

27) This Agreement shall terminate, and the Association shall automatically be dissolved at the end of any fiscal year if, at the end of the fiscal year, the remaining parties to the Agreement have a total population of less than seventy-five percent (75%) of the total population of the entire County, as set forth in paragraph (19) above. However, the governing board of the Association shall remain in existence for the sole purpose of winding up the affairs of the Association and payment of all outstanding debts and obligations of the Association and disposing of the assets.
of the Association. After payment of all outstanding debts and obligations, the funds and
property of the Association shall be distributed as follows:

a) The funds of the Association on hand which were contributed by the parties to the
   Agreement shall be returned to the participating parties in the same ration as the funds were
   contributed pursuant to paragraph (19) above.

b) Any property of the Association, other than money, shall be sold and the proceeds of sale
   distributed in accordance with the provisions of subparagraph (a) above.

c) Any unused funds or properties which were contributed to the Association by persons other
   than the parties to this Agreement shall be returned to the donors and, if the donors do not
   wish to have such returned, they shall be disposed of in the manner provided in
   subparagraphs (a) and/or (b) above.

28) This Agreement may be amended at any time by a supplemental written agreement executed by
    all of the parties.

29) The Agreement (Tulare County Agreement No. 1761) which was entered into on December 8,
    1964, between the parties to this Agreement, and was subsequently amended on several
    occasions, which established a Coordinating Committee on County Development, is hereby
    terminated, said termination to be effective at the same time that this Agreement is executed by
    the number of parties required to make this Agreement effective. The Agreement (Tulare
    County Agreement No. 6460) which was entered into on May 4, 1971, between the parties to
    this Agreement, and was subsequently amended on several occasions is hereby superseded
    effective at the same time as this agreement is executed by the sufficient number of the nine (9)
    political subdivisions which have been designated as potential parties to this Agreement as
    indicated in paragraph 25 above.

30) The County and Cities hereby agree that this Agreement may be executed in counterparts, each
    of which shall be deemed an original but all of which shall constitute the same Agreement.
    Notwithstanding the foregoing, the Parties hereby agree that duplicate originals shall be
    executed so each party may retain a fully executed counterpart of this Agreement.
COUNCIL AGENDA: APRIL 20, 2010

SUBJECT: APPROVAL OF MURRY PARK CONCESSION LICENSE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Parks and Leisure Services department operated concessions for several years at the Murry Park Pool. However, due to budgetary limits that practice was discontinued several years ago. No local non-profit or youth services organization has come forward to express an interest in the concession opportunity. Organization representatives mention the somewhat sporadic weekday hours of pool operations and the difficulty in getting firm commitments from volunteers to operate a summer-long daily concession for fundraising.

Recently, an individual has expressed interest in the opportunity for the Concession License. From an unsolicited proposal, Richard Sanchez has indicated a desire to provide concessions to both pool and park users. His request is for the use of the City concession space while paying the City a $200 monthly fee for six months as a for-profit operation, in part as a job and business training venture for his children. In addition to serving the pool users, Mr. Sanchez plans to utilize the west side of the building which opens up to the park so those not in the pool facility may also benefit from the concession building being open. He has indicated that he will comply with normal City requirements such as liability insurance and business license. Staff views the proposal as an innovative solution that will provide a beneficial service to the community.

The pool is open to the public weekends May 29th-June 6th. Beginning June 7th, the pool is open daily through September 6th. Hours of recreational swimming are Noon-4:00 p.m. weekdays and 1:00-5:00 p.m. weekends. Family swim hours are 6:00-8:00 p.m. Monday through Thursday and Fridays 6:00-9:00 p.m.

Options to approval of the Concession License as proposed by Mr. Sanchez include adjustments in the proposed terms and fees, or preparation of concession specifications and open bid advertisement.

Staff and the Parks and Leisure Services Commission recommend the approval of the proposed Concession License with Richard Sanchez. Mr. Sanchez will be asked to submit a monthly concession report providing the income generated from the concession facility by the 5th day of each month. The data gained from the limited term venture with Mr. Sanchez will provide knowledge for consideration of future concession possibilities.
RECOMMENDATION: That the City Council consider approval of the Concession License with Richard Sanchez, and authorize and direct the Mayor to execute same.

ATTACHMENTS: Murry Park Concession License
Parks & Leisure Services Commission Recommendation Memo
CITY OF PORTERVILLE
MURRY PARK
CONCESSION LICENSE

The City of Porterville, hereinafter referred to as “CITY” hereby grants to RICHARD SANCHEZ, hereinafter referred to as “LICENSEE”, a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged and outdoor grilled food, and general confectionery articles and products at the Murry Park Pool Concession Building located at Murry Park, for a term of six months commencing April 21, 2010 and ending October 20, 2010.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.

2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at Murry Park during the hours in which said Park is being utilized for recreational and family swimming or at any other time the CITY deems the operation of the concession necessary for special activities.

3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.

4. The LICENSEE may operate the concession facility during times other than pool operations as a convenience for Park patrons.

5. In the event the LICENSEE shall coordinates the placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are disengaged from City provided utilities promptly at the conclusion of the term of this License.

6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises were said License is being operated within 30 days after receiving notice to vacate.

7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.

8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.

10. The LICENSEE shall pay to the City by the 5th day of each month a fee of $200 for each month in which the concession building is utilized for concession activities.

11. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney’s fees and shall secure, at LICENSEE’s expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of one million dollars ($1,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE’s policy.

12. The LICENSEE shall maintain Workers’ Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEES concessionary interests to the extent as provided by law.

13. The LICENSEE shall maintain a City of Porterville Business License during the term of this Concession License.

14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand.

15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

16. Notwithstanding any provision of this agreement to the contrary this agreement may be terminated by either party, with our without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

17. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this _____ day of ____ 2010.

CITY OF PORTERVILLE

BY: ____________________________
   Pete V. McCracken, Mayor

LICENSEE

BY: ____________________________
   Richard Sanchez

ATTEST:
John Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney
MEMORANDUM

TO: Mayor McCracken
   Vice Mayor Ward
   Council Member Hamilton
   Council Member F. Martinez
   Council Member P. Martinez

FROM: Chuck Webber, Parks & Leisure Services Commission Chair

DATE: April 1, 2010

SUBJECT: Murry Park Concession License

The Parks & Leisure Services Commission recommends the Murry Park Concession License be granted to Mr. Richard Sanchez effective April 21, 2010 – October 20, 2010.
COUNCIL AGENDA: APRIL 20, 2010

SUBJECT: APPEAL OF STREET TREE REMOVAL DENIAL AT 182 N. MAIN

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Community Trust Credit Union (formerly El Futuro Credit Union) has submitted correspondence requesting removal of a street tree within the Main Street landscape planters. The matter was considered by the Parks & Leisure Services Commission at their meeting of April 1, 2010. The Parks & Leisure Services Commission denied the request for street tree removal in accordance with their authority under section 19-52 (D) of the Municipal Code.

The Community Trust Credit Union is now appealing to the City Council the decision of the Parks & Leisure Services Commission. An application for a sign permit has not been submitted to the City and therefore no information on the proposed placement or design of new sign(s) is available. Business signage can be effectively located and fashioned in many manners.

The landscape trees along Main Street were planted as a part of the Streetscape Project when the planters were installed fifteen years ago. The subject trees are ornamental pears, have reached maturity for the planting space provided to them, and appear to be in good health. The trees are a part of the city’s urban forest and add beneficial shade, habitat, and air cleansing qualities. Because of root growth constraints the subject trees and many of the other Main Street trees are probably near their prime. Over the next decade or so a significant number are very likely to succumb.

In the event the City Council should approve of the appeal, thus permitting Community Trust Credit Union to remove one or more street trees, staff would not advise waiver of Municipal Code section 19-52 (F) regarding replacement planting of similar size tree(s).

RECOMMENDATION: Uphold the Parks & Leisure Services Commission denial of a request to remove a street tree at 182 N. Main.

ATTACHMENTS: Correspondence requesting tree removal and appealing denial Municipal Code provisions
Parks & Leisure Services Commission Memo

Director Appropriated/Funded City Manager ITEM NO.: 25
April 9, 2010

John Lollis, City Mgr.
City of Porterville
291 N. Main St.
Porterville, Calif. 93257

Dear Mr. Lollis;

We are appealing the Parks and Recreation's Commission's decision denying our request to remove one of the trees directly in front of our building. We are requesting that the City Council reconsider our request at their April 15, 2010 meeting.

We can appreciate the esthetic and environmental value that the trees offer to our downtown, however, the existence of two trees on our frontage facing Main St. impinges upon our current business operation. As we've noted in the original request, the two trees currently stand nearly 20 feet high, and block the current signage identifying the credit union. During most of the year the trees are covered with leaves or blooms covering the public's purview of our signs. We have frequently had complaints from visitor regarding the obstruction caused by the trees. Since we are currently in the process of replacing and upgrading our sign, we request your reconsideration of our request to remove one of the trees.

We've already indicated that we are willing to pay for the removal of the tree as provided for under Municipal Code 19-52 (D). The code also states that a similar tree should be planted at another site at the requestor's expense; however, we don't feel we should be held responsible for this additional expense. Given our current dilemma, it's apparent that the initial decision to plant two large trees did not take into the account the present and future business needs of the credit union. We are also requesting a waiver to this subsection of the code.

Your consideration is greatly appreciated. Our downtown area is a vital part of our community, and I trust that the City Council can appreciate the importance of proper and visible signage to our business. If you have any questions or require additional information, please let me know.

Thank you,

Raul Pickett, VP
Attachment
March 15, 2010

John Lollis, City Mgr.
City of Porterville
291 N. Main St.
Porterville, Calif. 93257

Dear Mr. Lollis;

Community Trust Credit union, formerly El Futuro Credit Union, request that the smallest of the two trees located on the north end of Main Street be removed. Due to our merger, it is now necessary to replace our signage; however, we are not able to make any changes until we can resolve the issue of the sign's obstruction.

Our request is a business necessity, since the current trees clearly block the public's view of our principal sign. Although the removal of only one tree would continue to block the sign, it would not be as invasive as the presence of two trees. We would also like to upgrade the sign but we cannot make an additional investment if we must continue to contend with the current situation. It should be emphasized that over the years, we have had frequent complaints from visitors regarding obstruction of the sign by the trees.

As provided for under City Municipal Code 19-52 (D) we are willing to pay for the cost of the tree's removal. The code also states that a similar tree should be planted at another site at the requestor's expense. While we can appreciate the importance of this measure, we do not believe that we should be held responsible for this part of the code. While the trees add considerably to the central business district environment, it's apparent that the initial decision to plant two large trees at the front of our location did not take into the account the present and future business needs of the credit union. Consequently, the trees have now outgrown their original intent and we are regretfully faced with the current dilemma problem. We are requesting a waiver to this subsection of the code.

Since a change in signage is a regulatory requirement, we would appreciate your prompt attention. Please let us know if you have any questions or require additional information.

Sincerely,

[Signature]

Raul Pickett, VP
Community Trust Credit Union
(Div of Self Help Federal CU)
Article II
PARKWAY TREES

19-31: PURPOSE:
The purpose of this article is to promote and regulate the planting, long term care, maintenance, and protection of street trees within the city. (Ord. 1748, 11-18-2008)

19-32: DEFINITIONS:
For the purposes of this article, the words and terms used herein are defined as follows:

CITY: The city of Porterville.

COMMISSION: The city of Porterville parks and leisure services commission.

CROWN DRIP LINE: The outer perimeter of a tree's canopy.

DIRECTOR: The city of Porterville parks and leisure services director.

PARKWAY: That area of the public right of way that is between the back of curb, or edge of pavement if no curb, and the right of way line that is not covered by sidewalk. A parkway can also mean a tree well that is within a sidewalk.

PARKWAY TREE: Any tree or other plant, other than ground cover, located within a parkway.

PERSON: Individuals, associations, corporations, public agencies, joint ventures, partnerships, contractors, and other agents or employees.

PROPERTY OWNER: The owner of property directly adjacent to the public right of way.

PUBLIC IMPROVEMENT: Any street paving, curbs, gutters, sidewalks, water pipes and appurtenances, sewer pipes and appurtenances, driveways or any other publicly owned facility located in a publicly owned street right of way, easement or on private property.

STREET: Any public street, way, place, alley or other public property owned or controlled by the city for the present or future use of pedestrians or vehicles.

STREET TREE: Any tree that is located within the public right of way, or any tree within a street tree easement in or adjacent to the public right of way.

TOP: The severe cutting back of limbs to stumps larger than three inches (3") in diameter within a tree's crown drip line to such a degree so as to remove the normal canopy and disfigure the tree. (Ord. 1748, 11-18-2008)
19-33: STREET TREE GUIDELINES:

The city of Porterville is authorized to develop and administer guidelines for the care, preservation, pruning, planting, replanting, removal or disposition of street trees. These guidelines shall be adopted by resolution of the city council. The commission’s recommendation shall be considered when adopting the guidelines. The guidelines shall include an authorized species list, spacing guidelines for each authorized species, specifications for street tree planting, and specifications for nursery stock quality of street trees. The guidelines shall be periodically reviewed and updated as needed. (Ord. 1748, 11-18-2008)

19-34: TREE PLANTING:

A. No parkway tree shall be planted by any person without prior approval in writing of the director.

B. It is unlawful for any person to plant or maintain any tree within ten feet (10') of any public sidewalk, street, or curb, exclusive of alleys, without approval of the director or as part of a discretionary permit approval. Any person planting or maintaining trees contrary to this section may be required, after notice and hearing by the commission, to remove said tree or perform such corrective measures as may be deemed necessary by the commission. (Ord. 1748, 11-18-2008)

19-35: PROTECTION AND MAINTENANCE OF STREET TREES:

A. Regulations: No street tree shall be altered, pruned, or removed except in accordance with the provisions of this article and the adopted street tree guidelines. No person shall cause any substance or material to be on or near a street tree which shall restrict its natural growth or shall cause it damage. No person, without the approval of the director, shall place or maintain any stone, cement or other substance so that it shall impede the free access of water or air to the roots of any parkway tree.

B. Attachment To Trees: No person, without the approval of the director, shall attach or keep attached to any parkway tree, or to the guard or stake intended for the protection thereof, any wire, rope, sign, or any other device whatsoever. (Ord. 1748, 11-18-2008)

19-36: TOPPING:

Except as necessary to ensure public safety or as authorized by the director, no person shall...
Sterling Codifiers, Inc.  

19-37: INTERFERENCE PROHIBITED:

No person shall interfere with the director or persons acting under his authority while engaged in planting, mulching, pruning, trimming, spraying, treating or removing any parkway tree of the city, or in the removing of any stone, cement or other substance from about the trunk of any parkway tree. (Ord. 1748, 11-18-2008)

19-38: PROTECTION DURING CONSTRUCTION:

Street trees shall be protected to the extent possible from damage during construction, sidewalk repair, repair of utility structures and facilities above and below ground, and other similar activities by the person conducting the construction or activity. The zone of protection shall include the ground beneath the crown drip line of the tree. Protection measures shall be included in building permit applications when building permits are required for construction. (Ord. 1748, 11-18-2008)

19-39: RESPONSIBILITY FOR CARE AND MAINTENANCE:

All watering and trimming of street trees for maintenance and beauty shall be the responsibility of the adjoining property owner, unless these responsibilities are fulfilled by a funding program authorized by the city, such as, but not limited to, a homeowners' association or similar assessment district. (Ord. 1748, 11-18-2008)

19-40: TRIMMING HEIGHTS:

Notwithstanding other provisions of this article, property owners shall keep street trees adjoining their property and all private trees trimmed up to a height of not less than twelve feet (12') over a street or alley, and up to a height of not less than ten feet (10') over the parkway and sidewalk. (Ord. 1748, 11-18-2008)

19-41: TRIMMING SPECIFICATIONS:

All street trees shall be pruned in accordance with American National Standards Institute

19-42: PROTECTION OF RIGHTS OF WAY:

Property owners shall keep public rights of way adjacent to owner's property clear of debris. (Ord. 1748, 11-18-2008)

19-43: QUALITY OF STREET TREES:

New plantings of street trees shall be in accordance with the street tree guidelines for nursery stock quality. (Ord. 1748, 11-18-2008)

19-44: REPLACEMENT OF STREET TREES:

Street trees removed by the director or by natural causes shall be replaced on site, on a one for one basis. The location and species of any replacement tree shall be determined by the director. (Ord. 1748, 11-18-2008)

19-45: REMOVAL OF STUMPS:

All stumps of removed street trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. (Ord. 1748, 11-18-2008)

19-46: RESPONSIBILITY FOR REPAIR OF CURB, GUTTER AND SIDEWALK:

Repair and/or replacement of curb, gutter, and sidewalk damaged by a tree is the responsibility of the adjoining property owner. (Ord. 1748, 11-18-2008)

19-47: RESPONSIBILITY FOR REPAIR OF WATER SERVICES:

Repair and/or replacement of water lines and other water infrastructure, between the water...
meter and the structure, damaged by a tree shall be the responsibility of the adjoining property owner. (Ord. 1748, 11-18-2008)

19-48: RESPONSIBILITY FOR REPAIR OF SEWER LATERALS:

Repair and/or replacement of sewer laterals damaged by a tree shall be the responsibility of the adjoining property owner. (Ord. 1748, 11-18-2008)

19-49: PLANTINGS IN NEW DEVELOPMENTS:

In new residential, commercial, and industrial developments, the developer shall plant street trees in the size, number, manner, and type required by the street tree guidelines and the city improvement standards. Funding for long term maintenance and care of the street trees, and repair to infrastructure damaged by the street trees, in new developments shall be provided through a homeowners' association or a similar assessment district. (Ord. 1748, 11-18-2008)

19-50: STREET TREES UNDER UTILITY LINES:

Street trees planted under utility lines shall be of an approved species specified in the street tree guidelines. (Ord. 1748, 11-18-2008)

19-51: PUBLIC HEALTH, SAFETY AND WELFARE:

The director shall have the right to plant, prune, maintain, spray and remove trees, plants and shrubs within public rights of way, as may be necessary to ensure public safety and pedestrian clearance, and the long term health of the trees. (Ord. 1748, 11-18-2008)

19-52: CITY'S RIGHT TO REMOVE STREET TREES:

No person shall severely prune, remove, injure or interfere with any parkway tree without a permit therefor from the director.

A. The director may remove parkway trees at city expense for the following reasons:

1. Trees threatening an immediate hazard to persons or property;

2. Trees directly in the way of the construction of public improvements;
3. Dead trees.

B. The director may authorize the removal or alteration of parkway trees at the property owner's expense or at the expense of other than the city when said removal or alteration is, in the opinion of the director, necessary to permit the alteration, repair, demolition or moving of any structure.

C. The commission may authorize the removal of parkway trees at city expense for the following reasons:

1. Dying, decayed or potentially hazardous trees;
2. Trees diseased beyond reclamation;
3. Trees causing a visual hazard to the traveling public;
4. Trees hosting economically undesirable insects or diseases.

D. The commission may authorize the removal of parkway trees at the expense of the property owner, or other than the city, for the following reasons:

1. For property improvement when the commission finds that a better or more suitable planting may be developed;
2. For thinning to proper spacing;
3. When the removal is for the purpose of repairing public improvements;
4. For a more desirable planting or conformance with the approved tree list.

E. The director shall advise the commission of all removals authorized by the director under this section.

F. It is the intention of the city council to facilitate the planting of new trees whenever trees are removed, and to bring about the repair of public improvements damaged by parkway trees. In order to effect these purposes the commission or director shall, whenever practicable, require the following actions to be performed by the affected person as part of any removal authorization:

1. Replacement of tree with a new tree of appropriate size;
2. Repair of any public improvements damaged by the tree to be removed.

The said replacement of tree or repair of public improvements specified in subsections A and B of this section shall be agreed upon in writing by the affected person prior to any removals hereunder, in a form approved by the city attorney.
G. The director may refer any matter within the scope of subsections A and B of this section to the commission as he deems appropriate.

H. All authorization for tree removals granted under this section shall be valid for thirty (30) days following the date of said authorization. (Ord. 1748, 11-18-2008)

19-53: UNAUTHORIZED REMOVAL OF PARKWAY TREES; PROCEDURE FOR REPLACEMENT:

A. The owners of lots or portions of lots fronting on any portion of a public right of way or parkway who have removed, or caused to be removed, any parkway tree shall, within thirty (30) days following notice to replace, cause said tree to be replaced with a variety of tree approved by this article.

B. Notice to replace may be given by delivering a written notice personally to the owner or to the person in possession of the property facing upon the parkway where said tree has been removed, or by mailing said written notice, postage prepaid, to the person in possession of such property, or to the owner thereof, at his last known address as the same appears on the last equalized assessment records of the city of Porterville or to the name and address of the person owning such property as shown in the records of the city clerk. Said written notice shall contain a notice to replace said tree and the director shall immediately upon mailing of the notice cause a copy thereof, printed on a card of not less than eight inches by ten inches (8" x 10") in size, to be posted in a conspicuous place on the property.

C. The notice shall particularly specify the types of trees that are permitted for replacement and in the event any public improvement has been damaged by the tree removal, the notice shall specify the work of public improvement that is to be done, how it is to be done and what materials shall be used in the repair; it shall further specify that if the tree is not replaced and the repair is not commenced within thirty (30) days after notice is given and diligently and without interruption prosecuted to completion, the director shall make such repair and replacement and the cost of the same shall be a lien on the property.

D. Upon completion of the replacement and repair by the city of Porterville, the director shall cause notice of the cost of repair and replacement to be given in the manner specified in this section for the giving of written notice, which notice shall specify the day, hour and place when the city council will hear and pass upon a report of the director of the cost of repair and replacement, together with any objections or protests, if any, which may be raised by any property owner liable to be assessed by the provisions of this section or any other interested person.
E. Upon completion of the repair and replacement, the director shall prepare and file with the city council a report specifying the trees which have been replaced and the public improvements which have been repaired, the cost of the tree replacement, the cost of the repairs, a description of the real property in front of which the repairs have been made or trees replaced, and the assessment against each lot or parcel of real property to be levied to pay the cost thereof. Any such report may include the cost of repairs or tree replacement of any number of parcels of property whether contiguous to each other or not.

F. Upon the day and hour fixed for the hearing, the city council shall hear and pass upon the report of the director together with any objections or protests which may be raised by any of the property owners liable to be assessed for the replacement of a parkway tree and for the work of making such repair and any other interested person. Thereupon the city council may make revision, correction or modification in the report as it may deem just, after which, by motion or resolution, the report as submitted or as revised, corrected or modified shall be confirmed. The city council may adjourn the hearing from time to time. The decision of the city council on all protests and objections that may be made shall be final and conclusive.

G. The cost of tree replacement and the cost of repair, if any, may be assessed by the city council against the parcel of property fronting upon the parkway where such tree has been replaced and repairs made, and cost so assessed, and if not paid within five (5) days after its confirmation by the legislative body, shall constitute a special assessment against that parcel of property and shall be a lien on the property for the amount thereof, which lien shall continue until the assessment and all interest thereon is paid or until it is discharged of record.

H. The director may file in the office of the county recorder of Tulare a certificate giving notice of the lien and a description of the real property so assessed and the amount of the lien.

I. The lien shall be collected at the time and in the manner as ordinary city taxes are collected and shall be subject to the same penalties and interest and to the same procedure under foreclosure and sale in case of delinquency as provided for ordinary city taxes. All laws applicable to the levy, collection and enforcement of city taxes and county taxes are hereby made applicable to such special assessment and lien. (Ord. 1748, 11-18-2008)

19-54: TREE REMOVAL; PUBLIC UTILITIES, AND OTHERS:

Any person maintaining any overhead wires, pipes, or underground conduits or appurtenances along or across any street desiring to have any parkway tree trimmed, pruned or removed in connection with the maintenance of its facilities may file with the director a written request that such work be done. Such request shall describe the work desired to be done, and it shall be within the discretion of the director to require a written agreement upon the part of the petitioner to pay the cost thereof and to do such work in the way stipulated by the director before the issuance of any permit hereunder; including the replacement of any
trees removed hereunder. (Ord. 1748, 11-18-2008)

19-55: CITY’S RIGHT TO PERFORM MAINTENANCE:

The director shall have the right to prune a tree overhanging any street or right of way within the city so that branches shall not severely obstruct the light from any streetlamp or intersection, and so that there shall be a clear space of twelve feet (12') above street surface or ten feet (10') above the parkway and sidewalk surface. The director may enter upon and may prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a streetlight, or interferes with visibility of any traffic control device or sign or sight triangle at intersections. (Ord. 1748, 11-18-2008)

19-56: UTILITY COMPANY’S RIGHT TO PERFORM MAINTENANCE:

Tree limbs growing near overhead lines and utility facilities may be pruned to clear such facilities by the affected utility company in compliance with applicable franchise agreements with the city. (Ord. 1748, 11-18-2008)

19-57: CITY’S RIGHT TO REMOVE OBSTRUCTIONS IN RIGHT OF WAY:

If, in the director's opinion, a real and significant vehicular sightline or pedestrian obstruction or hazard is created by shrubs, hedges, and similar vegetation within the parkway, the adjoining property owner shall be required upon notification, to satisfactorily correct the situation within thirty (30) days. Upon failure of the property owner to comply with written notice, the director will cause such obstructions to be removed and will bill the property owner for all costs involved. (Ord. 1748, 11-18-2008)

19-58: STREET TREE REMOVAL PERMITS:

The director shall establish a permit system to be used to authorize street tree removal. The director shall use his or her discretion with respect to tree removal permits as governed by this article and by the street tree guidelines. No person will be authorized to remove trees covered by this article without first having received a permit to do such work. Permits shall not be valid for a period longer than thirty (30) days from issuance date. Exceptions, in the discretion of the director, shall be those permits issued to public utilities serving the area, which permits may be valid for a period of one year. (Ord. 1748, 11-18-2008)

19-59: ABATEMENT OF TREES CAUSING OBSTRUCTION:

A. Generally: It shall be the duty of any person or persons owning or occupying real property bordering on any street upon which property there may be trees, to prune such trees in such manner that they will not obstruct or shade the streetlights, obstruct the passage of pedestrians on sidewalks, obstruct vision of traffic signs, or obstruct view of any street or alley intersection. The minimum clearance of any overhanging portion thereof shall be ten feet (10') over sidewalks, and twelve feet (12') over all streets except truck thoroughfares which shall have a clearance of sixteen feet (16').

B. Notice To Prune: Should any person or persons owning real property bordering on any street fail to prune trees as hereinabove provided, the director shall order such person or persons, within ten (10) working days after receipt of written notice, to so prune such trees.

C. Order Required: The order required herein shall be served by mailing a copy of the order to the last known address of the property owner, by certified mail.

D. Failure To Comply: When a person to whom an order is directed shall fail to comply within the specified time, it shall be lawful for the municipality to prune such trees, and the exact cost thereof shall be assessed to the owner. The administrative services director or designee shall, at the appropriate time each year, cause to be filed with the tax assessor of the county a description of the property together with the name of the owner or reputed owner thereof against which such special assessment shall be made, and the installment then due and unpaid with accruing interest, may be assessed as taxes against the owner or reputed owner of the real property, and the amount of money so assessed shall bear the same penalties and interest as taxes regularly assessed on default of payment thereof. (Ord. 1748, 11-18-2008)

19-60: APPEAL TO COUNCIL:

Any interested person may appeal, in writing, a decision of the director regarding a removal permit, setting forth his/her reason(s) for such appeal to the commission. Such appeal shall be filed with the city clerk within ten (10) business days after the notice of the director's decision.

Any interested person may appeal a decision of the commission to the city council if a request therefor is filed with the city clerk within ten (10) days after notice of the commission's decision. The appeal shall be placed on the agenda of the council's next regular meeting after the appeal is filed. If the appeal is filed within ten (10) business days of the council's next regular meeting, the appeal shall be placed on the agenda of the council's second regular meeting following the filing of the appeal. It shall be the duty of the director to notify the property owner or other affected person of the time and place any appeal will be heard, such notice to be given at least ten (10) days prior to said hearing. The council shall consider the appeal and uphold, reverse, or modify the decision of the director. The decision of the council shall be final. (Ord. 1748, 11-18-2008)

19-61: LIABILITY:

Nothing in this article shall impose any liability upon the city, or members of the council, or any of its officials or employees, nor relieve the property owner or occupant of any private property from the duty to keep his or her private property, sidewalks, and rights of way abutting such private property in a safe condition. (Ord. 1748, 11-18-2008)
MEMORANDUM

TO: Mayor McCracken  
   Vice Mayor Ward  
   Council Member Hamilton  
   Council Member F. Martinez  
   Council Member P. Martinez

FROM: Chuck Webber, Parks & Leisure Services Commission Chair

DATE: April 1, 2010

SUBJECT: Street Tree Removal Request at 182 N. Main

The Parks & Leisure Services Commission has denied the request of Community Trust Credit Union for removal of a street tree at 182 N. Main. The Commission does not support the opinion that the trees hinder sign visibility.
SUBJECT: ALERT TC (REVERSE 911)

SOURCE: FIRE DEPARTMENT

COMMENT: The County of Tulare has provided Alert TC, a Telephone Emergency Notification System (reverse 911), since July 2008. The system was purchased for two years with one-time funding from a State Grant and the County’s TulareWorks program for a total cost of $727,340. This funding expires on June 30, 2010. There has been no cost to the end users, including the City of Porterville, during this initial two-year period.

With an interest to continue this service, several vendors were solicited to continue a Telephone Emergency Notification System. With the input of the City Managers and Fire Chiefs, Twenty-First Century Communications was identified as the new vendor to provide the Telephone Emergency Notification System for three (3) years, at a cost of $114,580 per year.

To maintain consistency through this process, since the system is a shared resource, the cost has been allocated to each agency as a percentage of the total cost; these percentages are derived from the 2006 Census estimates of total households and businesses for each jurisdiction, to mirror the formula used by the current vendor. It is also proposed to centralize the acquisition and management of E911 databases as part of this process, using the same cost formula, to extend the reach of AlertTC to the fullest extent possible when issuing emergency notifications.

E911 is a telephone data base that includes ALL unlisted/unpublished numbers, Voice over IP (VoIP) numbers, and other numbers not available in commercial 411 data sets. However, E-911 data is highly regulated, and is closely guarded by Public Safety and the utilities that control the data. With the transition to a new vendor beginning July 1, 2010, AlertTC will be sufficiently capable of protecting the confidentiality of E-911 data to begin including it in the database. This will make the tool significantly more effective in performing emergency mass notification to the general public.

The cost share to the City of Porterville for the AlertTC Telephone Emergency Notification System with E911 database is $11,188 for the first year including one-time setup costs, and $10,996 for each of the subsequent two years.

Dir  Funded CM

Item 26.
RECOMMENDATIONS:  That the City Council:

1. Enter into an agreement with Tulare County and commit the appropriate funding for the City’s cost share of the Telephone Emergency Notification System.

2. Identify a funding source in the coming budget development process.
CONSIDERATION OF FORMALIZING A YOUTH COMMISSION

The Porterville Youth Commission (PYC) was established last year under the guidance and through efforts of Councilman Pedro Martinez. It is made up of members from Monache High School, Porterville High School, Granite Hills High School, Citrus High School, and Harmony Magnet Academy. Summit Charter Academy Redwood Campus, La Sierra, and Strathmore High School have also been invited to attend. The PYC meets the 1st and 3rd Mondays of each month at 4:00 p.m. in the Council Chambers.

The Youth Commission has served as an avenue to unite Porterville’s youth bringing the leaders of the local schools together to work as one. A few things the PYC have done this year include write articles for the Porterville Recorder, lead a Haiti awareness day, assisted with the first Rock of Ages middle school event, and recently held its 2nd Youth Voice Conference. PYC is planning on giving its annual report at the May 6th Council meeting. The expenses for PYC have been paid from Councilman Pedro Martinez’s meeting account as well as Leisure Services accounts. Approximately $3,200 has been annually expended to date.

Cities have different forms of Youth Commissions. Some appoint youth to sit on various Boards and Commissions and then report back to the group on a quarterly basis. There are others that function as an advisory body providing the City Council with valuable direct insight regarding community youth issues. Another type has youth serve as teen leaders in the community; communicating youth issues to the City Council; and are budget supported in planning, promoting and participating in community service, educational and fun activities for youth.

While on the City Council, prior to his recent resignation, Councilman Pedro Martinez requested that this Council give consideration to formalizing the PYC. Staff is seeking Council direction on how to proceed with formalizing a Youth Commission and sees three options:

Option 1 – Direct preparation of a charter amendment to add the Youth Commission, its function, and membership.

Option 2 – Direct staff to draft an ordinance relating to the creation of
a Youth Commission, its function, and membership.
Option 3 – Give administrative direction to the City Manager to proceed with how the current Youth Commission is implemented.

Each option requires some indication from the City Council on what role a Youth Commission should have. The role of the Youth Commission will influence the potential budget impacts.

**RECOMMENDATION:** That the Council consider the alternative roles as well as the formal establishment options for a Youth Commission, and direct staff on how to proceed.
SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Consideration of Establishing an Arts Commission as an Advisory Body to the City Council

SOURCE: City Manager

COMMENT: Vice Mayor Ward has requested that the City Council consider authorizing the establishment of an Arts Commission as an advisory body to the Council. Over the past several months, Vice Mayor Ward has been meeting with a number of interested members representative of the local cultural, visual, and performing arts community, for the purposes of discussing the need and purpose of such a Commission and how its formation might benefit the City.

Vice Mayor Ward has prepared draft guidelines for the formation, purpose, and function of the Arts Commission, as well as prospective goals and objectives. With the Council’s approval, Vice Mayor Ward would be interested in giving first reading to the establishment of an Arts Commission by City Ordinance for the first Council meeting on May 4\textsuperscript{th}, in an effort to have the Commission become effective by July 1\textsuperscript{st}.

RECOMMENDATION: That the City Council consider authorizing the establishment of an Arts Commission as an Advisory Body to the City Council

ATTACHMENT: Arts Commission Draft Guidelines
CITY OF PORTERVILLE

PORTERVILLE ARTS COMMISSION
2010-2011 WORKPLAN

MISSION STATEMENT

The mission of the City of Porterville Arts Commission is:

- to foster the development and enjoyment of performing, visual, cultural and other arts in the City of Porterville
- to make recommendations to the City Council on the development and promotion of practices and policies pertaining to the Arts; and
- to work cooperatively with city entities and other advisory commissions to include an Arts element in as many areas of city planning and development as possible.

INTRODUCTION

“Arts” has been defined broadly and inclusively to encompass traditional arts including but not limited to visual, performing, musical and cultural arts, newer art forms (e.g., graphic arts), and the artistic element inherent in many human endeavors.

The City seeks to enhance the quality of life for residents and tourists alike through exposure to a wide variety of artistic visions, viewpoints, perspectives, sounds and voices, thus enhancing the identity of Porterville as a unique community. The Arts goals described in this document were developed to serve Porterville’s culturally diverse community with the intention that the initiatives be woven into the physical and social fabric of the City. The initiatives depend upon an expected and continual breadth of community input, close cooperation with other City entities, and involvement by artists and art professionals.

In developing the goals and objectives that make up this Workplan, the Commission was interested in assisting the City to integrate Arts objectives with its other primary objectives such as economic development, jobs, education, public safety, etc., with the ultimate goal being to build a unique, arts oriented city. The Commission will review the Workplan yearly and make recommendations to the City Council regarding changes, if necessary, to accomplish its goals.

COMPOSITION OF COMMISSION

The Commission is composed of seven (7) regular voting members and two (2) alternate members. There are four (4) seats that are assigned to four different areas of the arts: Theatrical, Visual/Graphic, Music and Youth. Each of the four seats are filled by appointments by sub-committees that represent all the organizations in the area under each specific area (ex., all of the music organizations in the City have a representative on a subcommittee that appoints a representative to fill the “Music Seat” on the Commission. This appointment would last for one (1) year. The “Youth Arts Committee” functioning under the direction of the Youth Commission is comprised of representatives from all the High Schools and Porterville College. Each High School and Porterville College are responsible for sending three representatives (one from each area of the arts) to participate on the subcommittee. The other three open seats as well as the two alternate members are appointed by the City Council with a defined application process in
place. The four “subcommittee” appointed members have to be approved by the City Council, however, the City Council does not select these members. The terms of the open regular member is three years, staggered to ensure that not all expire at the same time. The standard term for the alternate members is two years.

The Arts Commission meets the fourth Thursday of the month at 5:30pm in the City Council Chambers.

ARTS COMMISSION GOALS AND OBJECTIVES

Assist the City Council and the Community of Porterville in:

Linking the City's Arts strategy with public and private sector business and job recruitment programs and with the City’s tourism strategies to expand arts opportunities and programming to increase the economic impact and quality of life.

- Cultural Tourism
- Creative industries and jobs
- Construction of facilities
- Community redevelopment
- More desirable place to live
- Better quality of life

Increasing collaboration, coordination and communication among Arts and Arts-related groups and other stakeholders, and the promotion of all Arts and Arts-related initiatives, events and projects.

- Management
- Grants
- Audience development
- Funding
- Facilities
- New program development
- Marketing
- Community engagement (ethnic, region, age, socio-class, under-served segments)

- Promote partnerships (government, businesses, environment, cultural exchanges, schools, nonprofits, arts organizations, and police department)

Facilitating partnerships between schools and the community

- Recycled art projects with schools, artists, and waste haulers
- Teacher/artist development
- Facilitating partnerships to bring artist to schools
- Research and apply for grants for school/community partnerships
- Advocate for arts school (magnet school)
- Create an award for student artists
- Facilitate compliance with standards
- Private/charter/home schools
- Create opportunities to build bridges between City and schools (recognition, etc.)
Enhancing communication, marketing, and raising awareness of the arts in the community and the surrounding areas

- Create events
- Expand City’s website
- Monthly or quarterly arts publication
- Build relationship with all media outlets in the Tulare County and beyond.
- Promote awareness of the arts in the community by establishing a means to collect copy for media outlets for distribution of news about arts in the schools. (Note: Parents want news about the schools’ bands and color guards, theater productions, choral groups, etc. The media does not seem to highlight these events and achievements. If made available for them without charge, they may disseminate.)
- Utilize neighborhood groups to promote arts events and programs.
- Create awards programs and contests.

Create Arts and Cultural Events to Involve Participation of all Schools

- Work in partnership with local schools for student exhibits and performances.
- Develop a program to include poetry readings, art and photography exhibits, etc.

Developing Arts Education Programs

- Create new partnerships with the local colleges to bring art out into the community and provide arts students with new audiences to enhance their education.
- Work with the Tulare County Sheriff’s Department and the Porterville Police Department to develop arts education programs for at-risk and incarcerated youth.
- Facilitate meetings with artists and teachers to share information and ideas for incorporating art into the curriculum.
- Promote training opportunities for teachers that might be co-sponsored by schools through staff development and by the City or a future foundation.

Developing and Conducting a Community and Area Needs Assessments

- Conduct a survey of residents to determine current levels of interest and desire for various art forms, as well as best options for outreach to the community regarding the arts in our City and the 65 corridor.
- Convene a symposium for artists, educators, businesses, and the public to include panel discussions, performances, and training for artist, arts organizations. Solicit information and feedback.

Developing Working Relationships with Other Agencies (Local, County, State, & National) to Improve Programs and Identify Funding Opportunities

- Select commission members to serve as liaisons to the Tulare County Arts Commission (if there is one), the California Arts Council, and local arts agencies in other municipalities for the purpose of exploring programs and funding opportunities.
- Establish liaison to school districts to develop new options for arts in education.
- Identify local, regional, state and federal money available for the arts and make that information available on the City’s Arts Commission website.
- Develop partnerships with local nonprofit organizations.
Creating Creative Partnerships with Local Businesses
- Private Schools
- Home Schooling (make information available on the website for home school groups seeking art instructors).
- Work with artists/arts organizations and local businesses to develop art sponsorships or opportunities for cross-promotional activities.
- Promote partnerships that will further the development of professional caliber arts groups and assist in their outreach to the community.

Enhancing and Maintaining Current and Future Public Art and Projects
- Develop standards, policies and procedures for public art proposals.
- Identify potential sites for public art projects.
- Advise and recommend on the development, policies, guidelines, and implementation of an Art in Public Places Program.
- Develop strategies for maintenance of public art projects.
- Develop a recommendation for a Percent for Arts Program.

Identifying and Developing Current and Future Art Facilities
- Identify existing local venues available for performance and exhibit space.
- Develop a directory of venues, available online, which includes pertinent information including size, amenities, costs, requirements, contact person.
- Encourage the provision of cultural and artistic facilities and features in public and commercial construction.
- Develop plans for a multi-faceted Cultural Arts Center.

Funding and Resource Opportunities
- Identify additional grant opportunities.
- Assist in building local partnerships for collaborative projects.
- Provide and obtain statements of support for grant requests.
- Advise and facilitate capacity-building efforts of local arts nonprofit groups.
- Work with City Council and businesses to develop an Arts Foundation to develop funding for a Cultural Arts Center.

Expanding Multi-Cultural Awareness and Community Connectivity through the Arts
- Create individual cultural events and an annual multi-cultural event, such as an ethnic foods fair, dancing, art, crafts, and other performances.
- Develop support for the creation of community-based groups for activities such as folk dancing or a “Senior Symphony” composed of senior citizen musicians.

Developing a Vision of Strategic and Long-term and Action Planning
- Develop a three-to-five year strategic plan.
- Set objectives and priorities.
- Develop specific programs.
- Investigate the potential for arts partnerships in non-arts sectors.
- Investigate the potential for creating a nonprofit foundation to further financial goals.
- Seek opportunities to involve and engage the public in arts events and promote arts education beyond schools.