Call to Order
Roll Call

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

JOINT CITY COUNCIL/PORTERVILLE REDEVELOPMENT AGENCY AGENDA

Roll Call: Agency Members

ORAL COMMUNICATIONS
This is the opportunity to address the City Council and/or Redevelopment Agency on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

REDEVELOPMENT AGENCY CLOSED SESSION:
A. Closed Session Pursuant to:

During Closed Session, the Joint City Council/Redevelopment Agency meeting will adjourn to a City Council Meeting.

CITY COUNCIL CLOSED SESSION:
B. Closed Session Pursuant to:
   5- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Two Cases.
Pledge of Allegiance Led by Council Member Pete V. McCracken
Invocation

PROCLAMATIONS
Library Card Sign-Up Month – September 2010
Disability Employment Awareness Day – October 1, 2010
Zalud House Employee – Lynn Shell
Zalud House Volunteer – Carolyn Willey

PRESENTATIONS
Employee of the Month – Michelle Bascom
Annual Report on Municipal Pool

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 August 23, 2010
2. Claim – Luis Barraza
   Re: Considering a claim in an amount of $462.95 for property damages which were incurred when Porterville Police Officers entered his residence at 343 N. Mathew Street on July 22, 2010.
3. Approval to Accept Funds/Purchase Specialized Equipment
   Re: Authorizing the acceptance of $3,000.00 in grant funds from Target to purchase a portable livescan fingerprint machine.
   Re: Rejecting all bids and authorizing the re-advertising of the project consisting of the installation of a durable thin asphalt overlay on several streets within the city.
5. Award of Contract – Fire Station #2 Parking Lot Expansion Project
   Re: Awarding a contract in the amount of $42,247.66 to Mitch Brown Construction for the project consisting of improvements for 34 parking stalls and consists of installing new paving, barrier curbs, drive approach, and appurtenances at 500 N. Newcomb.
6. **Acceptance of Project – Waste Water Treatment Facility Bar Screen Replacement and Auger Conveyor Project**  
Re: Accepting project as complete from American, Incorporated, and authorizing the filing of the Notice of Completion for the project consisting of removal and replacement of an antiquated bar screen conveyor and the installation of a new auger conveyor belt at Wastewater Treatment Facility.

7. **Designation of Legally Responsible Person (LRP) for the Storm Water Pollution Prevention Program (SWPPP), Construction Activities Storm Water General Permit System on City Projects**  
Re: Designating the Legally Responsible Person as required by the new Construction Activities Storm Water General Permit process.

8. **Approval of Annual Transportation Agreement with Tulare County**  
Re: Approving an agreement with the County of Tulare for Fiscal Year 2010/2011 to provide contract transit service to County residents within the Service Area Boundary Map.

9. **Grant Award – Family Place Library Training**  
Re: Accepting a grant award from the California State Library to participate in the Family Place Training Institute, September 28-30, 2010.

10. **City Library Privacy Policy**  
Re: Considering approval of a draft Privacy Policy for public library users.

11. **Authorizing a Joint Project with Porterville College and Southern California Edison**  
Re: Approving a partnership with Porterville College to conduct a Training Needs Assessment, to be funded by contributions from Southern California Edison.

12. **Resolution Adopting National Incident Management System**  
Re: Approving a resolution adopting the National Incident Management System.

13. **Approval for Community Civic Event – Porterville Sheltered Workshop – National Disability Awareness Month**  
Re: Approving an event to take place on Saturday, October 1, 2010, from 11:00 a.m. to 8:00 p.m., at the Centennial Plaza on Main Street.

Re: Approving an event to take place on Sunday, October 17, 2010, from 1:00 p.m. to 4:00 p.m., in front of the Family Healthcare Network Building on North Main Street.

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

**PUBLIC HEARINGS**

15. **Budget Adjustment/Citizens’ Option for Public Safety (COPS) Program Funding**  
Re: Re-affirming Council action on June 15, 2010, authorizing the Police Department to accept approximately $100,000 in Citizens’ Option for Public Safety (COPS) Grant funds.
SCHEDULED MATTERS

16. Consideration of Loan Agreement and Amendment to License and Development Agreement with the Tulare County Junior Livestock Show and Community Fair
Re: Considering the draft Amendment to the License and Development Agreement and draft Construction Loan Agreement.

17. Update of Improvements on the Landscape Maintenance Districts
Re: Considering options related to the Landscape Maintenance Districts including the preparation of a Request for Proposal for the LMDs, the creation of a method of accounting, and the forgiving of existing deficit fund balance of the current LMDs.

18. Transactions and Use Tax Oversight Committee Appointments
Re: Considering the appointment of individuals to fill two vacancies on the committee with terms scheduled to expire in May of 2012.

Re: Considering adoption of the City Council Procedural Handbook.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of September 14, 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.
SPECIAL MEETING MINUTES
PORTERVILLE CITY COUNCIL
COUNCIL CHAMBERS
291 NORTH MAIN STREET
PORTERVILLE, CA
MONDAY, AUGUST 23, 2010, 6:00 P.M.

Called to Order at 6:00 p.m.
Roll Call: Council Member McCracken, Council Member Shelton, Council Member Ward, Vice Mayor Hamilton, Mayor Irish

Pledge of Allegiance led by Council Member Brian Ward
Invocation – one individual participated.

ORAL COMMUNICATIONS
  ▪ John Coffee, Porterville, expressed concern regarding cars that are advertised for sale being parked in the Monache parking lot.
  ▪ Brock Neeley, Porterville, indicated that he had called the Police Department regarding the cars parked at Monache and was informed that the school was not public property.

Mayor Irish announced that prior to his placement on the City Council he had bid and was selected to provide alarm services at the new fair site. He recused himself and exited Council Chambers for the evening due to conflict of interest.

SCHEDULED MATTER
  1. CONSIDERATION OF DEVELOPMENT ASSISTANCE ALTERNATIVES FOR TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR

Recommendation: That the City Council consider the request of the Fair to assist in alternative financing and construction.

City Manager Lollis introduced the item and the staff report. Following the staff report Mr. John Gifford presented budgetary information to the Council relative to the Fair project, which included expenditures to date.

John Corkins, President of the Fair Board, addressed questions from the Council regarding the California Communities Bond. He indicated that issues with the terms and conditions were discovered in February; most significant of those were the prepayment penalties. He also spoke about the capital campaign, contributions and pledges received and anticipated.

At the Council's request, Janice Castle, Bank of the Sierra, spoke regarding possible terms of a loan with the Fair. The Council inquired if it were possible for the City, as guarantor, to obtain clear title on the property if the Fair were to default on the loan. She explained that the bank would have to make a new loan to the City. She added that the guarantor could not simply replace the borrower on the note, but was equally as liable for repayment of the loan. Council Member Shelton stated that he was not comfortable with the City being liable for a loan of that size.
A discussion ensued regarding the Fair Board’s ability to pay a two million dollar loan. Mr. Corkins stated that it was the Board’s intention to make the loan payments using their capital campaign monies, and reduce their debt as quickly as possible in order to seek refinancing. He indicated that the Board did not have a secondary plan in place at that time, and added that the City could also loan the money to the Fair directly.

Council inquired about the release of the property from the Federal Aviation Administration, and a discussion followed about its effect on the availability of funds relative to those options involving a trust deed. It was suggested that the City could offer alternative collateral pending release of the property, which could happen as soon as tomorrow or as late as December.

Council explored the option of lending the Fair money directly using investment portfolio funds. Benefits of that option were identified, and consisted of: a default on the loan would allow the City to acquire the fairgrounds, the interest rate would benefit both the City and the Fair, no prepayment penalties, and the availability of funds would not be delayed by release of the property from FAA. Concerns were raised regarding the City competing with the private sector, at which point it was communicated that the Bank of the Sierra would not have a problem with the City making a direct loan.

Council Member Ward initiated a discussion regarding the oversight committee. He requested that the oversight committee evaluate previous expenditures, and that a City representative be allowed to sit on the Executive Committee.

The Council discussed the option further, and suggested possible terms and conditions of the loan. The amount of money allowed to be drawn at any one time was also discussed.

The Council recessed for ten minutes.

Council Member McCracken made a motion to direct staff to work out terms and provisions for a loan to the Fair using City investment portfolio funds, not to exceed $2M, no pre-payment penalties, and amortized over 10 yrs; prepare an amendment to the License Agreement to incorporate the loan; and bring back to Council for consideration. His motion was seconded by Council Member Hamilton.

City Attorney Lew advised that the License Agreement would need to be amended, and that any changes would need to be brought back to the Council for approval. Staff indicated that they would make every effort to have the terms of the loan brought back for Council consideration at the meeting of September 7, 2010.

Council Member Shelton reiterated his concerns regarding the size of the loan, and suggested that the draw on the loan be tied to the amount of pledges collected by the Fair Board. He requested a friendly amendment to the motion, which was not accepted.

**COUNCIL ACTION:** MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council direct staff to work out terms and provisions for a loan to the Fair using City investment portfolio funds,
not to exceed $2M, no pre-payment penalties, and amortized over 10 yrs; prepare an amendment to the License Agreement to incorporate the loan; and bring back to Council for consideration.

AYES: McCracken, Hamilton, Ward
NOES: Shelton
ABSTAIN: Irish
ABSENT: None

Disposition: Approved

ORAL COMMUNICATIONS
None

OTHER MATTERS
- Council Member Ward complimented Parks & Leisure Services Director Milt Stowe on his work performance.

ADJOURNMENT
The Council adjourned at 7:45 p.m. to the meeting of August 31, 2010 at 6:00 p.m.

___________________________________________
Luisa Herrera, Deputy City Clerk

SEAL

___________________________________________
Cameron Hamilton, Vice Mayor
SUBJECT: CLAIM – LUIS BARRAZA

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Luis Barraza has filed a claim against the City in an amount of $462.95 for property damages which were incurred when Porterville Police Officers entered his residence at 343 N. Mathew Street on July 22, 2010.

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: Luis Barroza  Claimant's Telephone #: [Redacted]

SS#: [Redacted]  DOB: [Redacted]  Gender: Male ☒  Female ☐

Claimant's address: 343 N. Matthew St. Porterville

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

Date of incident/accident: July 22nd 2010

Date injuries, damages, or losses were discovered: July 22nd 2010

Location of incident/accident: Front entry door

What did entity or employee do to cause this loss, damage, or injury? Peace officers had a search warrant the house was empty (No one was home).

(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)? Vicent Buck

What specific injuries, damages, or losses did claimant receive? Broken main entry front door and also the front security door was broken.

(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)] $ 462.95

How was this amount calculated (please itemize)?

Feather River Door Model M702B $269

Grisham 808 Series Black Model 8081 $ 109. Labor $ 80

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

Date Signed: 7-30-10  Signature: [Redacted]

If signed by representative:

Representative's Name __________________________ Address __________________________

Telephone # __________________________ Relationship to Claimant __________________________
CITY COUNCIL AGENDA: September 7, 2010

SUBJECT: APPROVAL TO ACCEPT FUNDS/ PURCHASE SPECIALIZED EQUIPMENT

SOURCE: Police Department

COMMENT: The Porterville Police Department’s Crime Prevention Unit has received a grant from Target in the amount of $3,000.00, to purchase a portable livescan fingerprint machine. This machine will allow the Police Department to fingerprint children and at-risk adults who would not be able to come to the police department. The machine will be used by the Crime Prevention Unit to provide and store fingerprint information. The machine will be readily accessible in the field and a printed copy of fingerprints can be provided to the child’s parents. The machine will also store the information for police use when a child who has previously been fingerprinted is missing or lost.

The Police Department has researched the market and identified one specific machine which can best meet the focus and intent of the purpose for these funds. Because of this, developing a set of specifications will not draw in any other specific brands or models of this type of machine.

The Police Department requests Council approval to accept the grant funds from Target and enter direct negotiations with the vendor of this machine in accordance with the City’s Purchasing Policy & Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 10, 1987.

RECOMMENDATION: That the City Council:

1) Authorize the acceptance of the Target grant funds to be deposited into the Police Department’s Crime Prevention account (25-2014); and
2) Authorize Staff to enter negotiations for the purchase of the livescan machine; and
3) Authorize payment upon satisfactory delivery of the equipment.

DD[grant] CM[grant] Appropriated/Funded MB Item No. 3
PORTERVILLE POLICE DEPARTMENT INTEROFFICE MEMO

August 16, 2010

TO: Jake Castellow, Administrative Sergeant

FROM: Jodi Harper, Crime Prevention

SUBJECT: “Target & Blue” Law Enforcement Grant

On April 12, 2010, I submitted a grant application for Target’s Law Enforcement Grant Program called “Target & Blue.” The application was submitted on the basis that if the grant was funded, the Porterville Police Department would purchase a portable Livescan fingerprint machine. On August 11, 2010, the Porterville Police Department was contacted and advised that the grant was awarded. The Porterville Police Department received a check from Target in the amount of $3,000.00.

A portable Livescan System would provide better way of child identification for families in the community. It would replace the current ink fingerprinting cards, the only option currently available to the community. This new equipment will assist the Police Department in creating Child I.D. cards for families and can be stored on a database that could help police officers if a child is missing or lost. The program can also be used to fingerprint at-risk adults or the elderly. The program can take fingerprints and a photo of each child or dependant adult, enter their physical description information, emergency contact information, and create an identification card utilizing the information stored in this system. The total cost of the portable Livescan Fingerprint system is approximately $3,000.00 which will be covered by this grant.

JH:js
COUNCIL AGENDA: SEPTEMBER 7, 2010

SUBJECT: REJECT ALL BIDS - 2009/2010 MICRO-SURFACING PROJECT

SOURCE Public Works Department - Engineering Division

COMMENT: On August 24, 2010, staff received three (3) bids for the Micro-Surfacing Project Re-Bid. The project is part of the City's Measure "R" street maintenance program, which consists of a durable thin asphalt overlay on several streets within the City. An important project component is the removal and replacement of badly distressed asphalt concrete, along with the sealing of significant cracks. New pavement markings will be placed once each street receives the thin asphalt overlay. Streets and project limits are as follows:

- Main Street – Morton Avenue to Henderson Avenue
- Jaye Street – Date Avenue to Olive Avenue
- Prospect Street – Henderson Avenue to Westfield Avenue
- Henderson Avenue – Indiana Street to Prospect Street.
- Orange Avenue – D Street to Jaye Street

The Engineer's Estimate for the project is $833,379.00. The low bid exceeded the Engineer's Estimate by 15.6%.

The bids are as follows:

1. Intermountain Slurry Seal
   Watsonville, CA
   $963,749.65

2. Valley Slurry Seal
   West Sacramento, CA
   $1,015,012.50

3. Pavement Coatings
   Mira Loma, CA
   $1,167,798.05

Staff found all bids to be unacceptable.

RECOMMENDATION: That the City Council reject all bids and direct City Engineer to re-advertise the project during the spring of 2011.

ATTACHMENTS: Locator Maps (Main, Jaye, Prospect, Henderson and Orange)
July 20, 2010 Council Agenda Item (Staff Report)
SUBJECT: AWARD or REJECTION OPTIONS - 2009/2010 MICRO-SURFACING PROJECT

SOURCE Public Works Department - Engineering Division

COMMENT: On June 29, 2010, staff received three (3) bids for the Micro-Surfacing Project. The project is part of the City's Measure "R" street maintenance program, which consists of a durable thin asphalt overlay on several streets within the City. An important project component is the removal and replacement of badly distressed asphalt concrete, along with the sealing of significant cracks. New pavement markings will be placed once each street receives the thin asphalt overlay. Streets and project limits are as follows:

- Main Street – Morton Avenue to Henderson Avenue
- Jaye Street – Date Avenue to Olive Avenue
- Prospect Street – Henderson Avenue to Westfield Avenue
- Henderson Avenue – Indiana Street to Prospect Street.
- Orange Avenue – D Street to Jaye Street

The Engineer's Estimate for the project is $833,379.00. The low bid exceeded the Engineer's Estimate by 25.7%.

The bids are as follows:

1. Intermountain Slurry Seal
   Watsonville, CA
   $1,047,935.56

2. Valley Slurry Seal
   West Sacramento, CA
   $1,105,673.85

3. Pavement Coatings
   Mira Loma, CA
   Non Responsive
   Incomplete Bid

The low bid exceeds available funding for this project and for Council's information the following funding was available during the bidding process:

- 09/10 FY Measure "R" Local Fund Balance: $283,085
- 10/11 FY Measure "R" Local Fund Advancement: $726,558
  Total: $1,009,643
The 10/11 “Local” Measure ‘R’ tax revenue advancement was recently approved by Tulare County Association of Governments (TCAG) as a one time option available to all agencies that may want to advance some of their road improvement/maintenance projects. TCAG presented this funding advancement option as a result of all the agencies diligent efforts in preparing “Shovel Ready” projects for the next round of American Recovery and Reinvestment Act fund (ARRA II) that never transpired.

POSSIBLE OPTIONS

1) Rejection of all bids and re-advertise the project. The only con to this option is timing. The project would require staff to rebid during the spring of 2011 so as to assure proper construction weather.

2) Award four (4) of the five (5) streets listed in the order outlined in the bid proposal (Main Street, Henderson Avenue, Prospect Street and Jaye Street). The following is an illustration of the funds needed to finance this option:

- The low bidder remains the low bidder in this scenario and the contract amount would be $893,022.16. An additional $89,302 is required for the construction contingency and $22,326 (2.5%) is required for construction management, quality control and inspection. The total cost associated with the project is then $1,104,650, which is within budget.

3) Transfer funds from the Local Transportation Fund that are available and have become apparent as we close the 09/10 Fiscal Year Financial Reports or transfer funds from another project that may not bid during the 10/11 Fiscal Year. The following is an illustration of the funds needed to finance the project as bid:

- Should Council decide to award all five streets, an additional $104,794 is required for the construction contingency and $26,198 (2.5%) is required for construction management, quality control and inspection. The 2.5% seems to be reasonable since this is a short term project. The total cost associated with the project is $1,178,928, which is $169,285 more than the available funds.

RECOMMENDATION: That the City Council direct staff based on one of the following options:
Option No. 1

1) Reject all bids and direct City Engineer to re-advertise the project to the spring of 2011; or

Option No. 2

2) Award the Micro-Surfacing Project for streets in order listed within the bid proposal (Main Street, Henderson Avenue, Prospect Street and Jaye Street) to Intermountain Slurry Seal in the amount of $893,022.16;

3) Authorize progress payments up to 90% of the contract amount; and

4) Authorize a 10% contingency to cover unforeseen construction costs and 2.5% for construction management, quality control testing and inspection; or

Option No. 3

5) Award the Micro-Surfacing Project to Intermountain Slurry Seal as bid in the amount of $1,047,935.56;

6) Authorize progress payments up to 90% of the contract amount;

7) Authorize a 10% contingency to cover unforeseen construction costs and 2.5% for construction; and

8) Appropriate available Local Transportation Funds to offset the funding shortfall.

ATTACHMENTS: Locator Maps (Main, Jaye, Prospect, Henderson and Orange)
COUNCIL AGENDA: SEPTEMBER 7, 2010

SUBJECT: AWARD OF CONTRACT – FIRE STATION #2 PARKING LOT EXPANSION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On August 26, 2010, staff received five (5) bids for the Fire Station #2 Parking Lot Expansion Project. The project is located at 500 N. Newcomb. In order to take full advantage of the available funding, the project has been separated into two parts. The Base Bid includes improvements for 34 parking stalls and consists of installing new paving, barrier curbs, drive approach, and appurtenances. Alternate ‘A’ includes improvements for nine (9) additional stalls and consists of installing new paving, barrier curbs, and appurtenances.

The Engineer’s Estimate of Probable Cost for the full project (Base Bid and Alternate ‘A’ is $63,844.00. The low bid for the project Base Bid and Alternate ‘A’ is 33.8% below the Engineer’s estimate. An additional $4,224.77 is required for the construction contingency (10%). An additional $7,500.00 is required for construction management, quality control and inspection (17.8%). The total estimated cost for the project is $53,972.43.

General Fund Carryover is the funding source for this project as approved in the 09/10 Annual Budget.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mitch Brown Construction</td>
<td>$42,247.66</td>
</tr>
<tr>
<td>Porterville, CA</td>
<td></td>
</tr>
<tr>
<td>2. Greg Bartlett Construction</td>
<td>$45,134.29</td>
</tr>
<tr>
<td>Porterville, CA</td>
<td></td>
</tr>
<tr>
<td>3. Petrosius Construction</td>
<td>$61,948.22</td>
</tr>
<tr>
<td>Visalia, CA</td>
<td></td>
</tr>
<tr>
<td>4. Central Valley Asphalt</td>
<td>$73,829.91</td>
</tr>
<tr>
<td>Lindsay, CA</td>
<td></td>
</tr>
<tr>
<td>5. Bowman Asphalt</td>
<td>$98,689.36</td>
</tr>
<tr>
<td>Bakersfield, CA</td>
<td></td>
</tr>
</tbody>
</table>

Staff has found the low bid acceptable.
RECOMMENDATION: That the City Council:

1. Award the Fire Station #2 Parking Lot Expansion Project Base Bid and Alternate ‘A’ to Mitch Brown Construction, Inc. in the amount of $42,247.66;

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

3. Authorize a 10% contingency to cover unforeseen construction costs and 17.8% for construction management, quality control and inspection.

ATTACHMENT: Locator Map
COUNCIL AGENDA: SEPTEMBER 7, 2010

SUBJECT: ACCEPTANCE OF PROJECT - WASTEWATER TREATMENT FACILITY BAR SCREEN REPLACEMENT AND AUGER CONVEYOR PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: American, Incorporated, has completed construction of the Bar Screen Replacement and Auger Conveyor project per plans and specifications.

City Council authorized expenditure of $393,470. Final construction cost is $361,308. Funding for this project is from the Wastewater Treatment Facility Capital Reserve and was approved in the 2009/2010 Annual Budget.

American, Inc., requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;

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

3. Authorize the release of the 10% retention thirty-five (35) days after recordation, provided no stop notices have been filed.
SUBJECT: DESIGNATION OF LEGALLY RESPONSIBLE PERSON (LRP) FOR THE STORM WATER POLLUTION PREVENTION PROGRAM (SWPPP), CONSTRUCTION ACTIVITIES STORM WATER GENERAL PERMIT SYSTEM ON CITY PROJECTS

SOURCE: Public Works Department - Engineering Division

COMMENT: City of Porterville construction projects resulting in a land disturbance of one acre or more require a Storm Water Pollution Prevention Program (SWPPP) permit. The new Construction Activities Storm Water General Permit (2009-0009-DWQ Permit) process, which took effect July 1, 2010, mandates that all permits be routed through the State Water Resources Control Board's new online Stormwater Multi-application Report Tracking System (SMARTS). As part of this new process, the designation of a Legally Responsible Person (LRP) is required.

The 2009-0009-DWQ Permit states the Legally Responsible Person (LRP), or a person legally authorized to sign and certify on behalf of the LRP, is responsible for obtaining permit coverage. As such, the City Council needs to designate the City's LRP in order for City projects to be permitted under the new DWQ Permit. Staff recommends the Public Works Director, or designee, be designated the City of Porterville LRP for the Construction Activities Storm Water General Permit process as the Public Works Department typically provides oversight and design efforts on the majority of Capital Improvement Projects. The LRP is ultimately responsible for project compliance.

With the changes to the Permit program, the Public Works Director (LRP), or his designee, will also be responsible to ensure that appropriate City staff is trained and certified per the Permit requirements. The City will need to have a Qualified SWPPP Developer (QSD) by July 1, 2010, and a Qualified SWPPP Practitioner (QSP) by September 2, 2011. Existing staff will be designated and trained to serve in those roles; however, independent contractors can also fill those roles.

RECOMMENDATION: That the City Council:

1. Designate the Public Works Director, or his designee, as the Legally Responsible Person (LRP) authorized to sign and certify documents on behalf of the City; and

2. Authorize the Public Works Director, or his designee, to register as the Legally Responsible Person (LRP) with the Stormwater Multi-application Report Tracking System (SMARTS).
COUNCIL AGENDA: September 7, 2010

SUBJECT: APPROVAL OF ANNUAL TRANSPORTATION AGREEMENT WITH TULARE COUNTY

SOURCE: Administration (Transit)

COMMENT: Since 1983, the City of Porterville has maintained annual agreements with the County of Tulare to provide contract transit service to residents within the unincorporated but urban areas of the community, as currently depicted by the attached Service Area Boundary Map. The last Agreement expired June 30, 2010, and it is proposed the attached successor Agreement be approved and maintained for FY 2010/2011.

Traditionally, the County has shared in the net operating cost of the system, i.e., total costs less fare box revenues, in proportion to the ridership percentage from the unincorporated area as experienced over the previous Agreement year. However, calculations have been modified over the last several years due to the inclusion of the City of Porterville in the Federal Transit Administration (FTA) Section 5307 program. Last year, the County reimbursed the City at a rate of 30.5% of net operating costs for the Demand-Response System, and at the rate of 30% of net operating costs for the Fixed Route System. This year, the County rate of reimbursement is 27% and 30%, respectively. The County contribution to City transit operations for the FY 2010/2011 Agreement will be $310,502, up from last year’s compensation of $274,387. The increase in the County’s contribution is a direct result of the completion of the six-year credit to the County representing a negotiated difference from “budgeted” amounts used to calculate the original compensation totals for the six years in question. Last year’s calculation was the final payment in the six-year credit.

DD [Signature]  Appropriated/Funded [Signature]  CM [Signature]

Item No. 8
RECOMMENDATION: That the City Council enter into an Agreement with the County of Tulare for FY 2010/2011 to provide service to County residents within the Service Area Boundary Map, and authorize the Mayor to execute the Agreement on behalf of the City.

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

THIS AGREEMENT, is entered into as of this _____ day of ____________, 2010, by
and between the COUNTY OF TULARE, hereinafter referred to as the “County”, and the CITY
OF PORTERVILLE, hereinafter referred to as the “City”.

WITNESSETH:

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

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

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

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

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

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

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

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

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

-1-

Tulare County Agreement No. ___________________________
3. **Management-City.** The City shall manage the City transit system in an appropriate manner, insuring cost effective operation, including marketing the system in a professional manner and collecting fares from riders on the City transit system.

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

Compensation for the period July 1, 2010 through June 30, 2011, will be as follows:

<table>
<thead>
<tr>
<th>Demand Response</th>
<th>Route Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>County LTF (See Below)</td>
<td>$158,272</td>
</tr>
<tr>
<td>FTA Section 5307 Credit</td>
<td>$395,522</td>
</tr>
<tr>
<td>Fare Box Credit</td>
<td>($51,567)</td>
</tr>
<tr>
<td>T-PASS Adjustment for 09/10</td>
<td>($99,742)</td>
</tr>
<tr>
<td>Depreciation</td>
<td>($6,603)</td>
</tr>
<tr>
<td></td>
<td>($102,164)</td>
</tr>
<tr>
<td></td>
<td>$1,274</td>
</tr>
<tr>
<td></td>
<td>$10,470</td>
</tr>
<tr>
<td>Total Payment</td>
<td>$105,142</td>
</tr>
<tr>
<td></td>
<td>$205,360</td>
</tr>
</tbody>
</table>

5. **Authorization of Payment.** FTA Section 5307 Funds will be claimed by the City on the County's behalf. The County by this Agreement authorizes the Tulare County Association of Governments to transfer $310,502 of State Transit Assistance Funds, and/or Local Transportation Funds from the County's 2010/11 Apportionment to the City of Porterville's Apportionment. The County further authorizes the City to claim said $310,502 as full payment for services under this Agreement. In case of termination of this Agreement prior to June 30, 2011, the County agrees to compensate the City for a proportional amount of the sum of $310,502 based upon the number of days the services were provided by the City during a 365 day period.

6. **FTA Funds.** Per the 2000 Census, the Porterville Urbanized Area has a population of 59,961; 39,615 (66.0%) of which are City residents, and 20,346 (34.0%) of which are County residents. The Porterville Urbanized Area is eligible to receive Federal Transit Administration (FTA) Funds from Section 5307. The City of Porterville will be the claimant of these funds. The City will, at the request of the County, claim and transmit up to 34% of said funds for use by the County for eligible purposes under FTA Section 5307. In no case shall the amount transmitted or credited to the County exceed 34% of the total available. Any Section 5307 Funds which are to be transmitted to the County shall be handled under a separate agreement.
7. **Renegotiation.** In the event a contract between the Federal Transit Administration and the City of Porterville is not executed by June 30, 2011 for the Section 5307 Funds specified in paragraphs 4, 5 and 6 or in the event that $ exceeds 34% of the total FTA Section 5307 funds available to the Porterville urbanized area, this contract will be renegotiated to reflect this condition.

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

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

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

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

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

12. **Term of Agreement.** This Agreement shall become effective July 1, 2010 and shall continue in full force and effect until June 30, 2011 unless terminated earlier, as herein provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF TULARE

By_________________________________
Chairman, Board of Supervisors
"COUNTY"

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

By_________________________________
Deputy

CITY OF PORTERVILLE

By_________________________________
Mayor "CITY"

ATTEST: Clerk of City of Porterville

By_________________________________
Deputy

Approved as to Form,
County Counsel

Approved as to Form,
City Attorney

By_________________________________
Deputy

City Attorney
August 9, 2010

Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

Attention:  Dan Fox, Transit Coordinator

Formula for Fiscal Year 2010/11 Transit Agreement
Between the City of Porterville and Tulare County

Dear Dan:

The following is a description of the cost formula components for the proposed FY 2010/11 transit agreement between our agencies.

**FY 2010/11 COLT/COUNTY SERVICE COST**
Compensation to the City for service to County residents is based on a percentage of the operating and capital costs of the transit system.

**OPERATING COST**
Operating Cost is defined as all costs in the operating expense categories of the Administration, Demand-Response and Fixed Route components. In accordance with this definition, and the adopted City of Porterville Annual Budget for FY 2010/11, the COLT operating cost is $1,737,116.

The compensation formula requires that transit system operating costs be allocated between the two service modes, Demand-Response and Fixed Route. The City’s transit budget is prepared in three segments: Administration, Demand-Response and Fixed Route. The only segment based on the proportion of service hours to be operated in each mode is the Administration segment, which segment has been apportioned to Demand-Response and Fixed Route based on the following percentages. The balance of the expense allocation in each service mode represents actual budget projections for that service mode. (Service hours based on actual revenue hours for FY 2009/10).

<table>
<thead>
<tr>
<th>Service Mode</th>
<th>Service Hrs.</th>
<th>% of Total</th>
<th>Expense Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand-Response</td>
<td>4,313</td>
<td>15%</td>
<td>$ 418,710</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>24,365</td>
<td>85%</td>
<td>$1,318,406</td>
</tr>
<tr>
<td>Total</td>
<td>28,678</td>
<td>100%</td>
<td>$1,737,116</td>
</tr>
</tbody>
</table>
2010/2011 FAREBOX REVENUE
The compensation formula includes a credit to the County for fares collected from County residents. It is therefore necessary to allocate farebox revenues between the two service modes. The City of Porterville 2010/11 farebox revenue is estimated to be $365,000. Of this amount, it is projected that $24,455 (6.7%) will be collected on the Demand-Response service, and $340,545 (93.3%) will be collected from Fixed Route system passengers. This allocation is based on the proportion of fees collected on each service mode during FY 2009/10.

COMPENSATION FOR DEMAND-RESPONSE
Based on actual ridership data reported by Sierra Management during FY 2009/10, County residents consumed 27% of the total Demand-Response passenger trips. (Demand-Response trips totaled 13,776; County trips totaled 3,697). This percentage will be used for this year's calculations.

Based on FY 2003/04 passenger mile information, County residents travel on average 1.42 times as far as the average Porterville resident. It was proposed that this figure be rounded to a distance factor of 1.4, which has been used in the compensation formula for FY 2004/05 through 2009/10. The purpose of this factor is to adjust for the greater number of vehicle miles traveled to provide a trip to a County resident. We will, once again, use this factor for the purpose of completing this year's calculations.

With the above data, the proposed FY 2010/11 compensation for Demand-Response is calculated as follows:

Demand-Response
$ 418,710 x 27% x 1.4 = $158,272
$ 158,272 Total Payment
- 6,603 Farebox Credit (27% x 24,455)
$ 151,669
- 51,567 FTA Section 5307 Credit (34%)
$ 100,102 COUNTY LTF

FIXED ROUTE COMPENSATION FORMULA
The current agreement between the City and the County is based on a projection of service supplied to and consumed by County residents who utilize the eight routes serving the unincorporated areas. For FY 2010/11, the same basis is proposed as in previous agreements, which is 30% of said operating cost being attributed to the County.

Based on the above, the proposed Fixed Route compensation formula is as follows:
Resource Management Agency
August 9, 2010
Page Three

Fixed Route
$ 1,318,406 x 30% = $ 395,522
$ 395,522 Total Payment
- 102,164 Farebox Credit (30% of $340,545)
$ 293,358
- 99,742 FTA Section 5307 Credit (34%)
$ 193,616 COUNTY LTF

CAPITAL COST
Capital cost is defined as all depreciation expense attributed to all active City of Porterville Fixed Route and Demand-Response capital expense using the straight line of depreciation. To calculate depreciation expense attributed to County residents, it is proposed that we use the 27% factor from the Demand-Response operating expense calculation, and the 30% factor from the Fixed Route operating expense calculation. These factors can be applied to the total projected depreciation expense for the Demand-Response and Fixed Route capital as follows:

<table>
<thead>
<tr>
<th></th>
<th>Projected Deprec.</th>
<th>Operating Factor</th>
<th>County Depreciation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route</td>
<td>$ 200,000</td>
<td>30%</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>Demand-Response</td>
<td>$ 65,000</td>
<td>27%</td>
<td>$ 17,550</td>
</tr>
<tr>
<td></td>
<td>$ 265,000</td>
<td></td>
<td>$ 77,550</td>
</tr>
</tbody>
</table>

Based on the above, $77,550 is the proposed County share of projected depreciation expense. Eighty percent (80%) of capital expense is funded with FTA funds; therefore, only twenty percent (20%) needs to be funded through County LTF funds, being the sum of $15,510.

Total charge to County LTF is $309,228 ($100,102ER + $193,616 + $15,510). Back-up documentation for each of the Demand-Response and Fixed Route formulas is available, upon request. Added to this total, and per agreement with the County of Tulare, the City shall receive a credit of $1,274 for the 2009/10 T-PASS system. With the City’s adjustment for the Regional T-Pass, the total charge for County LTF is $310,502.

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

Very truly yours,

Linda Clark
Administrative Analyst II
LTF Agreement
City of Porterville/County of Tulare – Fiscal Year 2010/11

2009/10 Revenue Hours

- Demand-Response: 4,313
- Fixed Route: 24,365
- Total Revenue Hours: 28,678
- Demand-Response: 15% of Total Rev. Hrs.
- Fixed Route: 85% of Total Rev. Hrs.

2010/11 Budget

- Administration: $355,116 (Operating Cost)
- Demand-Response: $365,443 (Operating Cost)
- Fixed Route: $1,016,557 (Operating Cost)
- Total Operating Budget: $1,737,116

Administrative Costs Divided Between Two Systems

- Demand-Response (15%): $53,267
- Fixed Route (85%): $301,849
- Total: $355,116

Total Operating Costs

- Demand-Response: $418,710
- Fixed Route: $1,318,406
- Total: $1,737,116

FY 2009/10 Farebox Revenue

- Demand-Response: $21,572 (6.7%)
- Fixed Route: $299,829 (93.3%)
- Total: $321,401

County Trips

Based on actual ridership data reported by Sierra Management, during FY 2009/10 County residents consumed 27% of the total Demand-Response passenger trips.

- Total Demand-Response Trips: 13,776
- Total County Trips: 3,697
- Percentage of County Trips: 27%

Demand-Response

- $418,710 x 27% x 1.4 = $158,272
- $158,272 Total Payment
- $6,603 Farebox Credit (27% x $24,455)
- $151,669
- $51,567 FTA Sec. 5307 Credit (34%)
- $100,102 COUNTY LTF

Fixed Route

- $1,318,406 x 30% = $395,522
- $395,522 Total Payment
- $102,164 Farebox Credit (30% x $340,545)
- $293,358
- $99,742 FTA Sec. 5307 Credit (34%)
- $193,616 COUNTY LTF

2000 Census Data

- Total Population: 59,961
- City Population: 66%
- County Population: 34%
SUBJECT: GRANT AWARD – FAMILY PLACE LIBRARY TRAINING

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Porterville City Library has been selected among thirteen other California public libraries to receive a grant award from the California State Library to participate in the Family Place Training Institute, September 28-30, 2010.

The grant provides lodging, meals and three days of Family Place Training for two representatives. However, the grant does not include travel expenses. Staff estimates travel expenses from Porterville to Los Angeles to be $177 and appropriations can be accommodated from the Library’s general fund.

The California State Library has identified the Family Place Library Program as a new statewide initiative. Upon completion of the training institute the Porterville City Library would then be eligible to apply for the Family Place Implementation Grant up to $15,000 to support development of family/early childhood space.

RECOMMENDATION: That City Council accepts the grant award from the California State Library and direct staff to comply with grant requirements.

ATTACHMENTS: California State Library Press Release
FOR IMMEDIATE RELEASE

August 13, 2010

Grant Recipients Announced for California's Family Place Library Program

Sacramento—Thirteen California public libraries have been selected as 2010/2011 grant recipients for California's Family Place Library Program, a statewide initiative that helps create family/early childhood space in the children's areas of local public libraries. Equipped with toys, books, and comfortable furniture, these settings support early-learning interactions between young children (ages 0 to 3), parents, and caregivers, and encourage the use of public libraries by families with children.

Program participants for the coming year include:

Altadena Library District
Azusa Public Library
El Dorado County Library (Cameron Park)
National City Public Library
Orange County Libraries (La Habra)
Oxnard Public Library (South Oxnard)
Porterville Public Library
Sacramento Public Library (South Gate)
San Bernardino Public Library
San Mateo County Library (Half Moon Bay)
Santa Clara City Library
Sierra Madre Public Library
Sunnyvale Public Library

In September, two representatives from each of these libraries will attend a three-day Family Place Training Institute that focuses on family-centered services, child development, parent education, collections, space design, and community outreach. These libraries will then be eligible to apply for a federally-funded implementation grant, up to $15,000, to establish early childhood spaces in their children's sections.

Modeled on a national Family Place project, California’s Family Place Program is administered by the California State Library and is funded by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act (LSTA).

For additional information about California's Family Place Library Program, please contact Bessie Condos at the California State Library, (916)651-0981 or bcondos@library.ca.gov.

About the California State Library: Founded in 1850, the California State Library is celebrating its 160th anniversary as the central reference and research library for the Governor's office, legislature, state employees, and the general public. The State Library administers federal and state grants for programs in historical preservation, library construction, civil liberties education, literacy, volunteering, and broadband connectivity in public libraries. For more information, please visit www.library.ca.gov.

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COUNCIL AGENDA:  SEPTEMBER 7, 2010

SUBJECT:  CITY LIBRARY PRIVACY POLICY

SOURCE:  PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT:  The Library Board of Trustees at their August 10, 2010 meeting reviewed and recommended a draft privacy policy be considered by City Council for official policy adoption.

The policy was prepared by staff and describes and explains the library users' privacy and confidentiality rights with regard to library facilities and services. Additionally, it includes the steps the City Library takes to respect and protect the library users' privacy when using library resources, and how the library manages personal information that it may collect from users.

RECOMMENDATION:  That City Council approves the Library Board of Trustees recommendation to officially adopt the library user privacy policy.

ATTACHMENTS:  Privacy Policy for public library users.
Porterville Public Library Privacy Policy

The Porterville Public Library is committed to protecting the privacy of the patrons and staff of the Library. We adhere to the American Library Association’s Code of Ethics which upholds each library user’s right to privacy and confidentiality with respect to information sought and received and resources consulted, borrowed, acquired, or transmitted.

We collect and maintain only that personal information about our users which is required to deliver Library services. Library staff do not give or sell to third parties or private or public agencies any information about Library users, the materials they check out, the information they seek, the online resources they access, or other services they utilize, unless we are required to do so by court order, or as a result of a subpoena or search warrant. Library users should be aware, however, that the USA Patriot Act of 2001 increases the power of federal investigative agencies to compel the disclosure of personal information.

Registration & Circulation

By law (California Government Code Section 6267), circulation and registration records of Library users are confidential. The Library collects only that information needed to verify the identity of borrowers, to enable contact for Library operations purposes, and for minors, contact information for a parent or legally responsible adult. The Library takes reasonable steps to safeguard this registration data and to prevent unauthorized access to it.

Upon request, the Library will provide information to parents and guardians about fines, fees, or other charges incurred by their minor children.

Users have the right to access their personal information and to verify its accuracy through "My Account" in the Library catalog. A library card number and PIN are required to access your record which include material currently checked out, holds to be filled, money owed, and personal reading lists in "My List."

Records of items borrowed are maintained electronically. Links between users and the items they borrow are broken after the items are returned. Records of fines and fees may be retained for several years according to Porterville and San Joaquin Valley Library System policies. "My List" is managed by each individual user, but lists inactive for 90 days are purged. Circulation system back-up is maintained as necessary to allow data rebuild in the event of system problems.

Radio Frequency Identification

No personal information is recorded on the RFID tag when an item is checked out or checked in. The only information stored on the tag is the barcode of the item. Links between borrowers and the items they borrow are maintained in the Library’s circulation system and are broken after the item is returned. The Library’s Public Catalog is not searchable by barcode. The Library takes reasonable steps to safeguard its circulation system and prevent unauthorized access to it, and complies with all State Laws regarding Public Records, specifically library circulation records.

Electronic Information

Electronic logs of visits to the Library catalog and Library web pages from inside the Library or from home are purged regularly. Software programs summarize anonymous statistical data such as numbers of user sessions, time of day of sessions, and browser types being used. This anonymous data helps the Library make its site more useful to visitors. The Library has no control over the privacy practices of other web sites which are included as links on Library web pages.

To use Library subscription databases from home, Library users are required to enter their library card numbers to ensure that only Porterville Public Library cardholders may access these resources as required by licensing agreements with database vendors. Individual users’ personal information or IP addresses are not passed on to the database vendors and are not linked to searches performed in the subscription databases.

Special Services

No personal information is required of users in order to obtain reference service in Library branches or by telephone. Contact information, however, will be required if you wish to receive follow-up information. All logs of reference service transactions are discarded immediately after anonymous statistical data is compiled.

In order to utilize some special services such as attending Library programs which require registration, computer classes, interlibrary loan, and literacy services, Library users must provide sufficient identifying information to enable the delivery of these services. These records are generally purged when users’ transactions are complete or they choose to stop using a continuing service. Comments about library service and suggestions for purchase of library materials are deleted when they have been acted upon.

Public Computers

In order to provide equitable access to public computers, the Library requires all users to sign up for sessions. Public use PC sign-up records are destroyed daily.

At public computers, all documents created, Internet search histories, temporary files, cache, and certificates are purged upon closing of the browser and/or daily rebooting of the PC’s. While the Library takes measures to ensure the privacy of public computer users, it cannot guarantee that every task completed is private. Furthermore, use of the public computers for illegal activities is prohibited and therefore not protected.
SUBJECT: AUTHORIZING A JOINT PROJECT WITH PORTERVILLE COLLEGE AND SOUTHERN CALIFORNIA EDISON

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: In 2008, a Market Feasibility Study for a Business Incubator in Porterville was prepared under an award from the U.S. Department of Commerce Economic Development Administration (EDA). The study concluded that while there was insufficient demand to warrant a facility-based incubator, there was a need to build a skilled and semi-skilled labor pool of workers. Training opportunities would benefit southeastern Tulare County's underserved population by establishing a pipeline of skilled workers in the core regional industry sectors to support economic development efforts to attract new business and assist existing businesses to compete in the global marketplace.

Community partners, including the City of Porterville, Porterville College, Porterville Chamber of Commerce, Lyles Center at California State University Fresno, Tulare County Economic Development Corporation and others, are collaborating to develop a menu of existing training and vocational programs that leverage and build upon existing programs and resources to identify business/industry specific training needs for entry-level workforce preparedness and advanced skills training for incumbent workers. Partners will work cooperatively to identify space requirements that would satisfy demand for current and future training needs.

The cost of a Training Needs Assessment is estimated to be $50,000, with community partners committing to $25,866 of in-kind staff support, provision of meeting space, and supplies and materials. To assist with the training needs assessment, Southern California Edison (SCE) approved a request from Porterville College for contributions in the amount of $25,000 to conduct a Training Needs Assessment. The funding is provided by SCE Corporate Contributions program for projects whose efforts align with SCE's three focus areas of philanthropic giving: Education, Environment, and Underserved Communities. The Training Needs Assessment is consistent with support for underserved communities to enhance vocational education opportunities in southeastern Tulare County.

Porterville College requests that the City continue as the lead for the project and, as such, will provide funding up to $23,000 from the SCE contribution to the City. Porterville College will retain $2,000 of the funding for accounting and administration of the funds as outlined in the request submitted by the College to SCE.
RECOMMENDATION: That the City Council approve a partnership with Porterville College to conduct a Training Needs Assessment, to be funded by contributions from Southern California Edison.
SUBJECT: RESOLUTION ADOPTING NATIONAL INCIDENT MANAGEMENT SYSTEM

SOURCE: FIRE DEPARTMENT

COMMENT: On February 28, 2003, President George Bush issued "Homeland Security Presidential Directive HSPD-5" with the stated purpose of "Establishing a single, comprehensive national incident management system". HSPD-5 directed the Secretary of Homeland Security to develop and implement a National Incident Management System. In addition, in order to ensure that local governments adopt and use the system, access to certain federal grant funding was made contingent upon meeting the adoption and training guidelines set forth in HSPD-5, including specific benchmarks in time.

In following, Governor Schwarzenegger issued Governor's Executive Order S-02-05, adopting the National Incident Management System (NIMS) for the State of California.

It is the City's intention to integrate the National Incident Management System (NIMS) into the City's Emergency Operational Plan and ensure that all required training is available to all city employees, thus meeting the specific benchmarks set forth in HSPD-5. This resolution will be filed with the Governor's Office of Emergency Services, which enables the City of Porterville to be eligible for state and federal emergency disaster-related funds.

RECOMMENDATIONS: That the City Council:

1) Adopt the Draft Resolution adopting the National Incident Management System.

ATTACHMENTS: Draft Resolution Adopting the National Incident Management System

Dir Approp./ Funded N/A CM Item No. 12
RESOLUTION NO. __________ 2010


WHEREAS, the President in Homeland Security Directive-5 directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System, which would provide a consistent, nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from disasters, regardless of cause, size, or complexity; and

WHEREAS, California pioneered the development of standardized incident management systems to respond to a variety of catastrophic disasters, including fires, earthquakes, floods, and landslides; and

WHEREAS, in the early 1970s, the California fire service, in partnership with the federal government, developed the seminal emergency incident command system that has become the model for incident management nationwide; and

WHEREAS, in 1993, California was the first state to adopt a statewide Standardized Emergency Management System for use by every emergency response organization, and implemented a system to ensure the continual improvement of the Standardized Emergency Management System; and

WHEREAS, California emergency management professionals have contributed their expertise to the development of the new National Incident Management System; and

WHEREAS, it is essential for responding to disasters that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, inter-operable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the California Standardized Emergency Management System substantially meets the objectives of the National Incident Management System,

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System nationwide, and
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
PORTERVILLE SHELTERED WORKSHOP- NATIONAL DISABILITY
AWARENESS MONTH

SOURCE: Finance Department

COMMENT: The Porterville Sheltered Workshop is requesting approval to hold a community awareness event at Centennial Plaza on Saturday, October 1, 2010, from 11:00 a.m. to 8:00 p.m. Street closure is requested on Cleveland Avenue from Main Street to Second Street. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

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

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the Porterville Sheltered Workshop, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit ‘A’ of the Community Civic Event Application.

ATTACHMENT: Community Civic Event Application and Agreement, Exhibit ‘A,’ Outside Amplifier Permit, Map, Certificate of Liability Insurance and Exhibit ‘B.’

D.D. Appropriated/Funded C.M. Item No. 13
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

<table>
<thead>
<tr>
<th>DO YOU HAVE?</th>
<th>Event</th>
<th>Flyer?</th>
<th>E-mail address?</th>
<th>Website?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application date:</td>
<td>June 14, 2010</td>
<td>8/12/10</td>
<td>Event date:</td>
<td>October 1, 2010</td>
</tr>
<tr>
<td>Event time:</td>
<td>10:00 - 8:00 am</td>
<td></td>
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</tr>
</tbody>
</table>

Name of Event: National Disability Awareness Month

Sponsoring organization: Porterville Shelter Phone # 784-1399
Address: 187 W. Olive Street, Porterville
Authorized representative: Mr. Tree Phone # 784-1399
Address: 187 W. Olive Street, Porterville
Event chairperson: Mr. John Sawyer Phone # 782-2250
Location of event (location map must be attached): Centennial Plaza
Type of event: Community Awareness & Celebration

Non-profit status determination: Yes

City services requested (fees associated with these services will be billed separately):
- Barricades (quantity): Sufficient for closure
- Street sweeping: Yes ___ No ___
- Police protection: Yes ___ No ___
- Refuse pickup: Yes ___ No ___
- Other: Street closure, Cleveland, from Main Street to 2nd Street
- Parks facility application required: Yes ___ No ___ Attached ___
- Assembly permit required: Yes ___ No ___ Attached ___

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

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<thead>
<tr>
<th>Appr.</th>
<th>Deny</th>
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1 of 4
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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

Authorization: This permit must be submitted NO LESS THAN 30 days PRIOR to the date of the event in order to obtain City Council approval.
City Code requirements:
- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

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

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars ($1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, 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 Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

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

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 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 Chamber
(Name of Organization)

*          *
(Signature)

8/12/10
(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: National Disability Awareness Month

Sponsoring organization: PV Sheltered Workshop

Location: Centennial Plaza  Event date: 10-1-10  Event time: 11 AM - 8 PM

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF PORTERVILLE
REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: National Disability Awareness Month

Sponsoring organization: Porterville Sheltered Workshop

Event date: October 9, 2010

Hours: 11:00 - 8:00 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>Cleveland</td>
<td>Main St</td>
<td>Second</td>
<td>Wheelchair</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Categorical Course</td>
</tr>
<tr>
<td>Sidewalks</td>
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<td></td>
</tr>
<tr>
<td>Parking lots and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>spaces</td>
<td></td>
<td></td>
<td>Location</td>
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<td></td>
<td>Activity</td>
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</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT  
PORTERVILLE SHELTERED WORKSHOP  
NATIONAL DISABILITY AWARENESS MONTH  

OCTOBER 1, 2010

<table>
<thead>
<tr>
<th>Position</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License Supervisor: S. Perkins</td>
<td>Business License has no requirements.</td>
</tr>
<tr>
<td>Public Works Director: B. Rodriguez</td>
<td></td>
</tr>
<tr>
<td>Community Development Director: B. Dunlap</td>
<td>Please make sure the Redevelopment agency is listed as additional insured.</td>
</tr>
<tr>
<td>Field Services Manager: B. Styles</td>
<td>Street closure barricades may be picked up and returned to 555 N. Prospect St.</td>
</tr>
<tr>
<td>Chief of Fire Operations: M. G. Garcia</td>
<td>No comments.</td>
</tr>
<tr>
<td>Parks and Leisure Services Director: M. Stowe</td>
<td>Please keep people out the planters.</td>
</tr>
<tr>
<td>Police Sergeant: R. Standridge</td>
<td>Please see attached Exhibit ‘B.’</td>
</tr>
<tr>
<td>Administrative Services Manager: P. Hildreth</td>
<td>See attached Exhibit ‘A’, page 2</td>
</tr>
</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Sheltered Workshop
Event: National Disability Awareness Month
Event Chairman: John Sawyer
Location: Centennial Plaza
Date of Event: October 1, 2010
Time of Event: 11 a.m. to 8:00 pm

RISK MANAGEMENT: Conditions of Approval

That the Porterville Sheltered Workshop 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
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 Sheltered Workshop
   187 W. olive street, Porterville

2 Address where amplification equipment is to be used: Centennial Park

3 Names and addresses of all persons who will use or operate the amplification equipment: Staff from the Porterville Workshop

4 Type of event for which amplification equipment will be used: Announcing Desert Classic Compensations

5 Dates and hours of operation of amplification equipment: 11:00 am through lunch, 1:30 pm

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

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 sleep 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 § 6511)

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 or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing 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 be so ordered by the council. The revocation of such permit shall not be renewed without 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 willfully 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.

Signature of Applicant

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 REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

Date
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
Walter Mortensen Insurance
CA License #0D44424
89 East Mill Ave.
Porterville CA 93257

INSURED
Porterville Sheltered Workshop
187 W. Olive Ave.
Porterville CA 93257-3449

COVERAGE
CERTIFICATE NUMBER: CIL108239662
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>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L/SUR/</th>
<th>policy number</th>
<th>policy eff</th>
<th>policy exp</th>
<th>limits</th>
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<tbody>
<tr>
<td></td>
<td>general liability</td>
<td>------------</td>
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<tr>
<td>X</td>
<td>commercial general liability</td>
<td>addl</td>
<td>PHKX586635</td>
<td>7/1/2010</td>
<td>7/1/2011</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td></td>
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<td>mkt</td>
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<td>damage to rented premises (per occurrence): $100,000</td>
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<td>med exp (any one person): $5,000</td>
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<td>personal &amp; adv inj: $1,000,000</td>
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<td>general aggregate: $3,000,000</td>
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<td>products - comp &amp; ins (per occurrence): $3,000,000</td>
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<td></td>
<td>automobile liability</td>
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<td>PHKX586635</td>
<td>7/1/2010</td>
<td>7/1/2011</td>
<td>combined single limit (per accident): $1,000,000</td>
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<tr>
<td>X</td>
<td>auto</td>
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<td>bodily injury (per person): $0</td>
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<td>bodily injury (per accident): $0</td>
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<td>property damage (per occurrence): $0</td>
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<td>uninsured motorist combined: $1,000,000</td>
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<td>medical payments: $5,000</td>
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<td></td>
<td>umbrella liab</td>
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<td></td>
<td></td>
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<td>each occurrence: $0</td>
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<td>excess liab</td>
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<td>aggregate: $0</td>
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<td>retention $</td>
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<td>$0</td>
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<td></td>
<td>workers' compensation and employers' liability</td>
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<td></td>
<td>WC statutory limits: $0</td>
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<td></td>
<td>any proprietor/partner/executive officer/member excluded (mandatory in NH): (if yes, describe under description of operations below)</td>
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<td></td>
<td>E.L. each accident: $0</td>
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<td></td>
<td>E.L. Disease - EA employees: $0</td>
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<td></td>
<td>E.L. Disease - Policy Limit: $0</td>
</tr>
</tbody>
</table>

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

Limits at policy inception.

Certificate issued as evidence of Insurance Coverage maintained by the Named Insured, applicable to work performed/services provided on behalf of Certificate Holder. Coverage under this certificate is subject to "all" Policy Terms, Conditions, Limitations and/or Exclusions.

CERTIFICATE HOLDER
Porterville RDA
291 N Main Street
Porterville, CA 93257

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
Ronald Burcham/JMENDO

ACORD 25 (2009/09)
INS025 (2009/09)
# 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).

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Philadelphia Indemnity Ins. Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B:</td>
<td></td>
</tr>
<tr>
<td>INSURER C:</td>
<td></td>
</tr>
<tr>
<td>INSURER D:</td>
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<td>INSURER E:</td>
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<td>INSURER F:</td>
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## Coverages

<table>
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<tr>
<th>INSURER</th>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBRO GROUP</th>
<th>Policy Number</th>
<th>POLICY EFF-DAY</th>
<th>POLICY EXP-DAY</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>A</td>
<td>Commercial General Liability</td>
<td>CLAIMS-MADE</td>
<td>HPK586635</td>
<td>7/1/2010</td>
<td>7/1/2011</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>OCCUR</td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (By occurrence) $100,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADJ INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $3,000,000</td>
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<td>7/1/2010</td>
<td>7/1/2011</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td>SCHEDULED AUTOS</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>HIRED AUTOS</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>NON-OWNED AUTOS</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>COMP. (500/Cell $1,000)</td>
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<td>uninsured motorist combined $1,000,000</td>
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<td>Medical Payments $5,000</td>
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<tr>
<td></td>
<td></td>
<td>Umbrella Liability</td>
<td>OCCUR</td>
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<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td></td>
<td>Excess Liability</td>
<td>CLAIMS-MADE</td>
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<td>AGGREGATE</td>
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<td></td>
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<td>Deductible</td>
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<td></td>
<td>Retention</td>
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<td></td>
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<td></td>
<td>$</td>
</tr>
</tbody>
</table>

## Workers' Compensation and Employers' Liability

Any Proprietor/Partner/Executive Officer/Member Excluded: N/A

### Description of Operations / Locations / Vehicles

(Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Limits at policy inception.

Certificate issued as evidence of Insurance Coverage maintained by the Named Insured, applicable to work performed or services provided on behalf of Certificate Holder. Coverage under this certificate is subject to "all" Policy Terms, Conditions, Limitations and/or Exclusions.

## Certificate Holder

City of Porterville
291 N Main Street
Porterville, CA 93257

## 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

Ronald Burcham/JMENDO
CITY OF PORTERVILLE
Community Civic Event Application

PORTERVILLE SHELTERED WORKSHOP
NATIONAL DISABILITY AWARENESS MONTH
October 1, 2010

Proposed Conditions/Requirements for Porterville the Porterville Sheltered Workshop Event at Centennial Park

➢ City Council approval is required for all street closures.

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

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

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

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

Richard Standridge, Sergeant
Police Department
August 18, 2010

EXHIBIT 'B'
COUNCIL AGENDA: SEPTEMBER 7, 2010

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - FAMILY HEALTHCARE NETWORK - 10TH ANNUAL HEALTH AND SAFETY FAIR – SUNDAY, OCTOBER 17, 2010

SOURCE: Finance Department

COMMENT: Family Healthcare Network is requesting approval to hold their annual Health and Safety Fair on Sunday, October 17, 2010 in front of their building on North Main Street. Street closure is requested on Main Street between Harrison Avenue and Thurman Avenue, from 1:00 p.m. to 4:00 p.m.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Family Healthcare Network, subject to the stated requirements contained in the Application, Agreement and Exhibit ‘A.’

ATTACHMENT: Community Civic Event Application and Agreement, Vendor list, Street closure request, Exhibit ‘A,’ map, outside amplifier permit, Certificate of Liability Insurance and Exhibit ‘B.’
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: 7·29·2010 
Event date: 10·17·2010
Event time: 1:00pm to 4:00pm

Name of Event: Family Healthcare Network: 10th Annual Health & Safety Fair

Sponsoring organization: Family Healthcare Network
PHONE # 791-7000
Address: 314 N. Main St. Porterville CA 93257

Authorized representative: Lupe Chapa
PHONE # 904-6178
Address: 1137 W. Poplar Ave Porterville CA 93257

Event chairperson: Isabel Olmos
PHONE # 280-1450
1137 W. Poplar Ave Porterville CA 93257

Location of event (location map must be attached):
314 N. Main St. Porterville CA 93257

Type of event: Health & Safety Fair

Nonprofit status determination: 94-2525445 501(c)(3)

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

Barricades (quantity): 0 Street sweeping Yes ___ No X
Police protection Yes No X Refuse pickup Yes ___ No X
Other: Request to have access to electrical outlets within flower beds.

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

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

Approve Deny

Bus Lic Spvr
Pub Works Dir
Comm Dev Dir
Field Svcs Mgr
Fire Chief
Parks Dir
Police Chief
Deputy City Mgr
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 Porterville 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 permitted, 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 ‘Temporary Food Facilities’ permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

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.

Family Healthcare Network

(Signature)

7-29-2010

(Date)
CITY OF PORTERVILLE

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

Name of event: Family Healthcare Network 10th Annual Health & Safety Fair

Sponsoring organization: Family Healthcare Network

Location: 314 N. Main St Porterville CA Event date: 10-17-2010 Event time: 10am-4:00pm

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
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</thead>
<tbody>
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Municipal Code 15-1: ITINERANT VENDOR OR ITINERANT MERCHANT: All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer.
CITY OF PORTERVILLE
REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: **Family Healthcare Network 10th Annual Health & Safety Fair**

Sponsoring organization: **Family Healthcare Network**

Event date: **10-17-2010 (Sunday)**  Hours: **1:00 - 4:00 pm**

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

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

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

<table>
<thead>
<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
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4 of 4
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
FAMILY HEALTHCARE NETWORK
10TH ANNUAL HEALTH AND SAFETY FAIR
OCTOBER 17, 2010

Business License Supervisor:  S. Hartman
Business License has no requirements as there are no vendors at this time.

Public Works Director:       B. Rodriguez

Community Development Director: B. Dunlap
No comments.

Field Services Manager: B. Styles
Barricades may be picked up and returned to 555 N. Prospect Street.

Fire Chief:                    M. G. Garcia
No comment.

Parks and Leisure Services Director: M. Stowe
Approval to use the electric outlet in planter in front of building.

Police Sergeant:              R. Standridge
Please see Exhibit ‘B.’

Administrative Services Manager: P. Hildreth
Please see Page 2, Exhibit ‘A.’
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Family Healthcare Network
Event: 10th Annual Health and Safety Fair
Event Chairperson: Isabel Olmos
Location: 314 N. Main Street
Date of Event: October 17, 2010

RISK MANAGEMENT: Conditions of Approval

That the Family Healthcare Network provides a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, 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
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: Isabel Olmos
   630 S. 3rd Place, Porterville CA 93257

2 Address where amplification equipment is to be used: 314 N. Main St Porterville CA 93257

3 Names and addresses of all persons who will use or operate the amplification equipment:
   ES Department: 137 W. Poplar Ave. Porterville CA 93257

4 Type of event for which amplification equipment will be used:
   Family HealthCare Network 10th Annual Health & Safety Fair

5 Dates and hours of operation of amplification equipment:
   Sunday, October 17, 2010, 1:00pm to 4:00pm

6 A general description of the sound amplifying equipment to be used:
   PA System: Bose Speakers, microphones, DJ Amplifier

Section 18-8 It shall be unlawful for any person within the city to use or operate or cause to be used 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 sleep 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 or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing 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 § 8312)

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 willfully 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.

[Signature of Applicant]

7-29-2010

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.

City of Porterville, Chief of Police/Designee

8-23-10

Date
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
InterWest Insurance Services
License #OB01094
P.O. Box 255188
Sacramento CA 95865-5188
Phone: 916-488-3100  Fax: 916-979-7992

**INSURED**
Family HealthCare Network, Inc
314 N Main Street
Porterville CA 93257

**COVARIANCES**

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

<table>
<thead>
<tr>
<th>LTR</th>
<th>NSRG</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
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<td>AUTOMOBILE LIABILITY</td>
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<td>01/01/11</td>
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<td>X</td>
<td>GARAGE LIABILITY</td>
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<td>01/01/11</td>
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<td>Y</td>
<td>WORKERS COMPENSATION AND EMPLOYER LIABILITY</td>
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<td>01/01/10</td>
<td>01/01/11</td>
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<tr>
<td>B</td>
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<td>OTHER PROVISIONS</td>
<td>X</td>
<td>57WELT1431</td>
<td>01/01/10</td>
<td>01/01/11</td>
</tr>
</tbody>
</table>

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

The City of Porterville is included as additional insured as their interest may appear in regards to the Health & Safety Fair in Porterville on 10/17/10. *10 days notice of cancellation applies if non-payment of premium.*

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

**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**

The ACORD name and logo are registered marks of ACORD
COMMERCIAL LIABILITY
CGL - ENDORSEMENTS

INSURED: Family HealthCare Network
POLICY NUMBER: 57UUNNH7081
INSURANCE COMPANY: Hartford Casualty Insurance

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED
MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1) Designation Of Premises (Part Leased To You): Health & Safety Fair; Porterville, CA

2) Name Of Person Or Organization (Additional Insured): Redevelopment Agency; City of Porterville

3) Additional Premium: Included

(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 premises leased to you and shown in the schedule and subject to the following additional exclusions:

This insurance does not apply to:

a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

b) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the schedule.
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.
CITY OF PORTERVILLE
Community Civic Event Application

PORTERVILLE FAMILY HEALTHCARE NETWORK HEALTH FAIR
October 17, 2010

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

➢ City Council approval is required for all street closures.

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

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

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

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

Richard Standridge, Sergeant
Police Department
August 17, 2009
CITY COUNCIL AGENDA: SEPTEMBER 7, 2010

SUBJECT: BUDGET ADJUSTMENT/CITIZENS’ OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

SOURCE: Police Department

COMMENT: On June 15, 2010, Council passed Resolution 70-2010, authorizing the Police Department to accept approximately $100,000 in Citizens’ Option for Public Safety (COPS) Grant funds. The public hearing was not sufficiently noticed as required by the grant; and therefore, this item is being brought back for public commentary and Council action.

RECOMMENDATION: That the City Council:

1) Conduct the public hearing to receive public comment; and
2) Re-affirm the Council’s authorization given on June 15, 2010 for use of these funds to offset costs for personnel assigned to the department’s Patrol Division, including necessary training, equipment, and overtime costs; and
3) Re-affirm the Council’s approval to increase the Police Department’s 2009-2010 budget, in the amount of $100,000.

Attachment: Resolution 70-2010
RESOLUTION NO. 70-2010

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ACCEPTING CITIZENS’ OPTION FOR
PUBLIC SAFETY (COPS) GRANT FUNDS AND APPROVING A BUDGET
ADJUSTMENT TO THE POLICE DEPARTMENT BUDGET

BE IT HEREBY RESOLVED by the City Council of the City of Porterville as follows:

1. That the City of Porterville accepts the 2009/2010 Citizens’ Option for
   Public Safety (COPS) Grant Funds; and

2. That the Police Department appropriation is increase by the amount of the
   grant from COPS funds received for Fiscal Year 2009/2010 to allow for
   the expenditure of those Grant Funds in support of personnel assigned to
   the Patrol Division and their operational costs.

APPROVED AND ADOPTED this 15th day of June, 2010.

[Signature]
Pete V. McCracken, Mayor

ATTEST:

John D. Lollis, City Clerk

[Signature]
By: Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: Consideration of Loan Agreement and Amendment to License and Development Agreement with the Tulare County Junior Livestock Show and Community Fair

SOURCE: City Manager

COMMENT: At its Special Meeting on August 23, 2010, the City Council considered alternative financing options in support of providing additional financial assistance to the Fair in the relocation and development of the new Community Fair. After considering several options provided through Bank of the Sierra involving financing for continued Fair construction and development with City assistance, the Council proposed and acted to consider direct financial assistance from the City to the Fair by a Loan Agreement.

In its action to consider direct financial assistance from the City to the Fair by a Loan Agreement, the Council gave direction to prepare a Loan Agreement as an amendment to the License and Development Agreement, with the following instructions:

1. Loan to the Fair up to $2,000,000 with a negotiated annual interest rate between five and seven percent (5 – 7%), with a ten (10) year amortization period and no prepayment penalty;

2. Loan disbursements to the Fair to occur upon the review and approval of the established Construction Oversight Committee;

3. Default by the Fair on any loan terms result in the termination of the License and Development Agreement, with the City taking possession of the Fairgrounds with no “foreclosure process” or compensation to the Fair or other entity for improvements on the Fair property; and

4. Loan funds to be appropriated from the City’s investment portfolio.

Consistent with Council’s action and direction, the City Attorney has drafted an Amendment to the License and Development Agreement, proposed Construction Loan Agreement, and Promissory Note.
In discussions with City staff, the Fair representatives have been generally acceptable to the terms of the proposed Loan Agreement, with a couple of comments:

1. Given the Bank of the Sierra would charge the Fair a lending rate of 3.44% in a compensating balance financing option, with the City depositing funds in a CD (bearing 1.66% interest) pledged as collateral against funds loaned to the Fair, the Fair would be interested in having the Council consider an interest rate of 3.25 to 3.50%.

As a point of information and reference, in its investment portfolio, the City has most recently purchased five (5)-year CD’s with interest rates between 2.50 and 3.00%.

2. In regards to default due to delinquent payment, the Fair has expressed its concern with the draft Agreement that the City takes ownership of the site after thirty (30) days delinquency without the opportunity to first negotiate remedies and/or restructure the terms of the Loan Agreement. The Fair proposes that thirty (30) days of delinquent payment for default resulting in the City taking ownership of the site should be increased to ninety (90) days, to be consistent with the provisions for Termination of the License and Development Agreement.

3. Though not contained in Council’s direction as terms of the proposed Loan Agreement, the concept of a member of the Construction Oversight Committee serving as a member of the Executive Committee of the Fair Board of Directors was discussed by the Council (including the name of Mr. Steve Tree), and the Fair is agreeable with the concept and would immediately include Mr. Tree should the Council wish to further pursue the concept.

RECOMMENDATION: Per its direction, that the City Council consider the draft Amendment to the License and Development Agreement, as well as the draft Construction Loan Agreement.

ATTACHMENT:  
1. Draft Amendment to the License and Development Agreement  
2. Draft Construction Loan Agreement  
3. Draft Promissory Note  
4. Staff Report: August 23, 2010
AMENDMENT NO. 1 TO LICENSE AND DEVELOPMENT AGREEMENT
BETWEEN CITY OF PORTERVILLE AND TULARE COUNTY
JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR

THIS AMENDMENT is entered into on ____________ 2010, by and between the
CITY OF PORTERVILLE, a charter law city, ("City") and TULARE COUNTY JUNIOR
LIVESTOCK SHOW AND COMMUNITY FAIR ("Fair").

CITY AND FAIR MUTUALLY AGREE THAT PART VIII, “TERMINATION FOR
CAUSE,” SHALL BE AMENDED AS FOLLOWS:

1. Section 8.6 shall is hereby added to the Agreement.

Section 8.6 Termination for Breach of the Construction Loan Agreement
between the parties. Notwithstanding any other provisions in this License
Agreement, in the event of breach and/or default by the Fair of the Construction
Loan Agreement dated ______________ between the parties, this License
Agreement shall terminate and Fair shall no longer have any right or interest to
occupy or use the subject real property. The terms of the License Agreement
concerning notice and opportunity to cure any breach/default shall not apply.

With regard to any breach or default of the Construction Loan Agreement, the
Construction Loan Agreement’s terms shall take precedence and apply in the
event there is any inconsistency or ambiguity as between these agreements.

All other terms and conditions of the License and Development Agreement, as
executed on December 10, 2009, not inconsistent with this Amendment, shall remain in
full force and effect.
CITY OF PORTERVILLE

______________________________
Ronald L. Irish, Mayor

FAIR

______________________________

FAIR

2
CONSTRUCTION LOAN AGREEMENT

THIS AGREEMENT is executed by the TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR, hereinafter called “FAIR,” licensee of certain real property in the County of Tulare, State of California, described in Exhibit “A” attached hereto, for the purpose of obtaining a loan from the CITY OF PORTERVILLE, owner of said real property, hereinafter called “CITY,” the proceeds of which shall be used for the construction of certain improvements upon said real property consisting of Fairgrounds facilities as listed in Section 4.2 (Phases 1 through 3) of the License and Development Agreement between the parties dated December 10, 2009 (attached hereto as Exhibit “B”).

LOAN AMOUNT:

1. City shall loan to Fair the funds necessary for Fair to have constructed on the licensed real property, the improvements identified in Exhibit “B” in an amount not to exceed TWO MILLION DOLLARS ($2,000,000.00). The actual amount of the loan shall be determined upon completion of all such improvements and the submission by Fair to City of proper evidence of costs of said improvements, as more fully set forth hereinafter. Said loan shall be evidenced by a Promissory Note consistent with the terms of this Agreement and executed by the parties.

DISBURSEMENTS FROM LOANS IN PROCESS ACCOUNTS:

2. (a) From said total the following Loans In Process Accounts shall be established at City:

   Account “A” for onsite construction ....................... $ ____________

   Account “B” for contingency ................................. $ ____________

(b) As to the above accounts which are established, the following shall prevail:

   Account “A” shall be used for the purpose of defraying the cost of construction of improvements contemplated by the plans and specifications heretofore approved by City.
Account "B" shall be a contingency account and may be used by City in its discretion to pay any shortages for the items for which Account "A" is established.

(c) Accounts "A" and "B" are to be disbursed by City during the progress of the work of construction on a monthly basis after review and approval by the Oversight Committee per 2(d) below. Fair shall, as a condition precedent to the monthly disbursement of any of the funds from said Accounts "A" and "B", furnish City and Oversight Committee with bills, invoices or other evidences of costs incurred by Fair equal to the total funds requested to be disbursed from said accounts, and also furnish releases of lien rights covering work performed and materials furnished for said improvements. All funds disbursed by City from said accounts will be received by Fair in trust for the purpose of fully paying all contractors, subcontractors, materialmen, laborers and others engaged in the construction of the subject improvements.

(d) Fair shall establish an Oversight Committee to meet monthly to review and approve for submission to City all such requests for disbursements. Membership in said Oversight Committee shall be as set forth in Exhibit "C" attached hereto and incorporated by this reference and shall include at least one representative of City.

(e) City may defer making any disbursement from said Accounts "A" and "B" (i) until it receives evidence that the work being performed conforms with the plans and specifications approved by City, or, if no plans and specifications are required, then in accordance with good construction practices, and in any event in compliance with all laws and regulations of local, federal or state authorities relating thereto; (ii) until City’s authorized representative certifies in writing that the construction required for the making of such disbursement has been completed; (iii) until any default existing under the provisions of this agreement has been corrected; (iv) so long as any conflicting claims based upon assignments, or otherwise, are being made to any of the funds in said accounts; (v) so long as any notice to withhold served upon City remains unsatisfied, or any lien or claim of mechanics, materialmen or others affecting said real property appears and remains of record, or any suit upon any such notice to withhold or for the foreclosure of any such lien or claim is pending; and (vi) so long as any levy or service of any process affecting or appearing to affect the funds in said accounts or any part thereof remains in force.

(f) City shall disburse said funds within five (5) days of its approval of all requests submitted in conformance with Subsections 2 (c), (d) and (e) hereinafore.

INTEREST ON DISBURSEMENTS:

3. Interest shall accrue on each disbursement made by City from all of said Loans in Process Accounts at the rate of five percent (5%) per annum, compounded semi-annually on each January 15 and July 15.
PAYMENTS:

4. Fair shall repay said loan, including principal and interest, in twenty (20) semi-annual payments, commencing with an interest only payment due on or before January 15, 2011, and interest and principal payment due on or before July 15, 2011, and each succeeding January 15 and July 15 thereafter until paid in full. The term of the loan shall be ten (10) years commencing on January 15, 2011 and terminating on January 15, 2021.

It is anticipated that all construction of improvements shall be completed on or before December 31, 2010. At the time of such completion the actual amount of the loan shall be determined based upon the total of disbursements from the Loans in Process Accounts set forth in Paragraph 2 above. City shall then establish the principal/interest portions of the semi-annual payments by dividing the amount of the loan into twenty (20) equal payments, and a copy of said calculation shall be attached hereto as Exhibit "D" and incorporated herein by this reference. If construction and/or disbursements are not completed prior to the first payment deadline, until construction/disbursements are completed, within ___ days of the payment due date for each semi-annual payment, City shall provide to Fair an invoice with the specific payment amount due in accord with this agreement.

PREPAYMENT:

5. Fair may, at any time, prepay any or all of the amount then due and payable without imposition of any prepayment penalty.

COMMENCEMENT OF CONSTRUCTION AND COMPLIANCE WITH PLANS AND SPECIFICATIONS:

6. (a) Fair shall promptly commence construction of said improvements and continue such construction diligently and without delay in a good and workmanlike manner. Fair will complete such improvements in accordance with the plans and specifications approved by City, including any additional specifications prescribed by City, and in compliance with all requirements of governmental authorities having or asserting jurisdiction.

(b) No change shall be made in the plans and specifications approved by City, which would result in said improvements having a value less than the value which would have existed had such deviation not occurred. In the event a change in the plans or specifications results in a decrease in the value of any improvement, City may reduce the principal amount of the loan by an amount equivalent to the reduction in value of said improvements.

(c) Fair, should City so request, will immediately upon completion of the building foundations cause a survey to be made and certified by a licensed engineer or surveyor, showing that said foundations are located entirely within the property lines
and do not encroach upon any easement or breach or violate any covenant, condition or restriction of record, or any building or zoning ordinance.

(d) It is anticipated that all construction shall be completed on or before December 31, 2010. Should Fair determine this will not happen, it shall promptly so notify City, in writing, and provide a new scheduled completion date.

NO PURCHASES UNDER CONDITIONAL SALES AGREEMENTS, ETC.:

7. No supplies, materials, equipment, fixtures, carpets, appliances, or any part of said improvements shall be purchased or installed under any conditional sales agreement, lease or under any other arrangement wherein the right is reserved or accrues to anyone to remove or to repossess any such items without prior written approval of the City. It is expressly agreed that all such items (other than leased items approved by City) become a part of the real property upon delivery to the site. It is understood by City and Fair that certain items such as fire and burglar alarms, video, and telephone equipment are routinely leased rather than purchased and remain the property of the installer.

SECURITY AGREEMENT:

8. Fair hereby grants to City a security interest in all supplies, materials, fixtures, carpets, appliances, furniture or equipment now or hereafter located on said real property, together with all proceeds thereof, including insurance proceeds paid or payable as the result of any loss, injury or damage of the foregoing collateral, whether or not City is named beneficiary under any such insurance. Upon request, from time to time, Fair shall furnish City with an inventory of such collateral. Nothing contained in this paragraph shall affect the provisions of Paragraph 7.

INSURANCE:

9. Upon request, Fair agrees to furnish City with a valid fire and extended coverage insurance policy covering the collateral described in Paragraph 8 above, written by an insurance company satisfactory to City, in an amount as required by City, with loss payable to Fair and City as their interests may appear.

DEPOSIT BY FAIR OF ADDITIONAL FUNDS AND DISPOSITION OF REMAINING FUNDS AFTER COMPLETION:

10. If at any time City shall determine that the amount of funds remaining in said accounts is less than the amount required to complete and pay for said improvements and shall demand that Fair deposit with City for credit to said accounts an amount equal to the deficiency as estimated by City, Fair shall comply with such demand within ten (10) days from the date thereof, and the judgment of City shall be final and conclusive in this report.
STOPPAGE OF WORK BY CITY:

11. City or its agents shall have the right at all times to enter upon said real property and the improvements during the period of construction. If the work of construction is not conformance with the plans specifications or is not otherwise satisfactory to City, it shall have the right to stop the work and order the replacement of any unsatisfactory work theretofore incorporated in said improvements, and to withhold all disbursements from the accounts until it is satisfied with the work. If the work is not made satisfactory to City within thirty (30) calendar days from the date of stoppage by City, such shall constitute a default hereunder. In addition to all other remedies available to the City, City shall have the option to have such unsatisfactory or deficient work repaired or replaced at Fair's expense, such costs to be subtracted from the available account balances then in place.

DEFAULT BY FAIR:

12. (a) In the event of a default by Fair in the performance of any of the terms, covenants and conditions contained in this agreement, or any Note given in conjunction herewith, or in the event of the filing of a Bankruptcy or chapter proceeding by or against Fair, all sums disbursed or advanced by City shall at the option of City immediately become due and payable and City shall have no obligation to disburse any further funds from said account, or otherwise, and City shall be released from any and all obligations to Fair under the terms of this agreement.

(b) In addition to any other consequences of default, should Fair fail to make a semi-annual loan payment within thirty (30) days of its due date, it is specifically understood and agreed as follows:

(i) this Construction Loan Agreement shall be terminated without any need for City to provide any further notices to Fair and without any right of Fair to cure such default; and

(ii) all improvements constructed or under construction on the subject real property shall immediately become the property of City with no right of Fair to receive any compensation therefore; and

(iii) that certain License and Development Agreement between City and Fair, dated December 10, 2009, and attached as Exhibit B, and as amended per Exhibit E, shall terminate and Fair shall no longer have any right or interest to occupy or use the subject real property; and

(iv) Fair shall immediately convey copies to City of all documents, records, contracts and invoices from contractors; materialmen, suppliers and parties providing professional services relating to the design, development and construction of all said improvements on the subject real property.
CESSATION OF WORK, COMPLETION BY CITY, ETC.:

13. Should the work of constructing the improvements cease, specifically including stoppage by City in accordance with Paragraph 11 hereof, or should said work for any reason whatsoever not progress continuously in a manner satisfactory to City, it being the sole judge as to this requirement, then City may, at its option and without notice, declare Fair to be in default hereunder, and City may thereupon, should it so elect, take possession of said property and let contracts for the completion of said improvements and pay the cost thereof, plus a fee of fifteen (15) percent for supervision of construction, disbursing all or any part of the loan for such purposes; and should the cost of completing said improvements plus such fee exceed the undisbursed balance of the loan, then the amount of such excess may be expended by City, in which event such amount shall be considered as an additional loan to Fair, and the repayment thereof, together with interest thereon at the rate provided in the promissory note, shall be secured by the deed of trust securing said note and shall be repaid within thirty (30) days after the completion of said improvements, and Fair agrees to pay the same. Fair further hereby authorizes City at its option at any time, whether default exists or not, either in its own name or in the name of Fair, to do any act or thing necessary or expedient in the opinion of City to secure the performance of construction contracts and assure the completion of construction of the improvements substantially in accordance with the plans and specifications, disbursing all or any part of the loan funds for such purposes. In addition to the specific rights and remedies hereinabove mentioned, City shall have the right to avail itself of any other rights or remedies to which it may be entitled under any existing law or laws.

MECHANIC'S LIENS AND NOTICES TO WITHHOLD:

14. In the event of the filing with City of a notice to withhold or the recording of a mechanic's lien pursuant to Division 3, Part 4, Title 15 of the Civil Code of the State of California, City may summarily refuse to honor any request for payment pursuant to this agreement. In the event Fair fails to furnish City with a bond causing such notice or lien to be released within ten (10) days after the filing or recording thereof, such failure shall at the option of City constitute a default under the terms of this agreement.

INDEMNIFICATION:

15. Fair agrees to indemnify and hold harmless City from and against any and all claims, damages, losses, liability or expense (including but not limited to attorney's fees) arising from the works of improvements contemplated herein or this loan transaction, including but not limited to, any claim made by any person performing labor or furnishing material by way of a mechanic's lien, stop notice, equitable lien, or other proceeding, and any claims made by any purchasers or the subject property or their
successors, or any other person with regard to any claimed defects in design or
construction of the improvements.

INvolvement OF City in legal proceedings:

16. The City shall have the right to commence, to appear in, or to defend any
action or proceeding purporting to affect the rights or duties of the parties hereunder or
the payment of any funds in said account and in connection therewith pay out of said
deposited funds necessary expenses, employ counsel and pay his/her reasonable fees,
all of which the undersigned agree to repay to the City upon demand.

Inspections by City do not constitute supervision of
construction:

17. Fair agrees that City shall be under no obligation to construct or supervise
construction of said improvements; that inspections by City of the construction of said
improvements shall be for the purpose of protecting the security of City; that such
inspections are not to be construed as a representation by City that the improvements
have been or will be constructed in strict compliance with said plans and specifications;
and that such inspections are not to be construed as a representation that the
construction is or will be free from faulty material or workmanship.

Designation OF City as Fair's agent:

18. Fair does hereby irrevocably appoint, designate, empower and authorize
City as Fair's agent, coupled with an interest, to sign and file for record any notices of
completion, notices of cessation of labor, or any other notice or written document that
City may deem necessary to file or record to protect its interest. The City is hereby
irrevocably authorized to deliver copies of this contract or excerpts therefrom to any
person, firm or corporation supplying labor, materials, supplies or equipment for the
improvements contemplated by this Agreement.

Books and records:

19. The undersigned Fair and contractor shall maintain complete and accurate
books and records showing all of the income and disbursements made in connection
with the work of improvements and such books and records shall be available for
inspection and copy by the City upon request.

City's reliance on statements and disclosures of Fair:

20. Fair has made certain statements and disclosures in order to induce City to
make said loan and enter into this agreement, and in the event Fair has made material
misrepresentations or failed to disclose any material fact, City may treat such
misrepresentation or omission as a breach of this agreement, and the act of so doing
shall not affect any remedies City may have under the promissory note and loan agreement for such misrepresentation or concealment.

CITY NOT LIABLE FOR ACTS OR OMISSIONS OF FAIR OR OTHERS:

21. City shall in no way be liable for any acts or omissions of Fair, any agent or contractor employed by Fair, or any person furnishing labor and/or materials used in or related to the construction of said improvements.

TIME OF THE ESSENCE:

22. Time is of the essence of this agreement and of each and every provision hereof. The waiver by City of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches.

SUCCESSORS AND ASSIGNS, AND INTEGRATED AGREEMENT:

23. This agreement is made for the sole benefit and protection of Fair and City, and City's successors and assigns, and no other person shall have any right of action or right to rely thereon. This agreement and the other executed loan documents contain all of the terms and conditions agreed upon between Fair and City, and no other agreement regarding the subject matter thereof shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.

MISCELLANEOUS:

24. The persons executing this agreement on behalf of the Fair hereby represent and warrant that they have the authority to enter into this agreement on behalf of the Fair, and in the event they do not, agree that they are jointly and severally liable for the obligations set forth herein.

NO MODIFICATION OR CHANGE IN THIS INSTRUMENT SHALL BE VALID UNLESS APPROVED IN WRITING BY AN OFFICER OF CITY.

Executed this _____ day of __________________, 2010

_________________________________________    ______________________________________
Fair                                                Fair

_________________________________________    ______________________________________
Fair                                                Fair

Dated: ______________________________, 2010

_________________________________________
City
Accepted ______________, 2010

By __________________________
(TO BE COMPLETED ONLY WHERE CONTRACTOR IS NOT THE FAIR)

Undersigned is the general contractor for the project to which the foregoing Building Loan Agreement relates.

It is Undersigned’s understanding that CITY shall not make the loan referred to therein, the proceeds of which are to be used pursuant to such agreement in the construction of such project, unless Undersigned agrees to be bound by the terms thereof.

Undersigned has read the agreement and has been furnished a copy thereof. Undersigned understands the provisions of said agreement and in order to induce CITY to make the loan, and for other good and valuable consideration, receipt of which is hereby acknowledged, agrees to be bound by such provisions in the construction of the project. Undersigned, without limitation on the foregoing, specifically agrees (1) to commence construction of the proposed improvements promptly after notice to proceed from Fair and the consummation of the loan, (2) to continue such construction with reasonable speed and in good and workmanlike manner, and (3) to complete such improvements promptly in accordance with the plans and specifications described in said agreement, including any specifications prescribed by City and with all requirements of all governmental authorities having or asserting jurisdiction.

Dated: __________________________, 2010

________________________________________
Contractor

License No. ____________________________
CITY OF PORTERVILLE

PROMISSORY NOTE

(Tulare County Junior Livestock Show and Community Fair)

Principal Sum: ___________________________ 2010
$__________ Porterville, California

For value received, TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR, a California ________ (the “Maker”), promises to pay the CITY OF PORTERVILLE, or order (“Holder”), the initial principal sum of _______ Million _______ Hundred Thousand Dollars ($__________), with a term of ten (10) years commencing January 15, 2011, and bearing compound interest at the rate of five percent (5%) per annum.

1. This promissory note (the “Note”) evidences the obligation of Maker to Holder for repayment of funds. Maker shall use the loan proceeds to pay only costs incurred for the work approved by Holder.

2. Unless sooner due or paid as provided herein, the outstanding balance of principal and interest of this Note shall be due and payable in full on or before January 15, 2021 (the “Maturity Date”).

3. Maker shall make semi-annual payments, the first of which shall be interest only, and thereafter which shall be applied to interest accrued plus principal as set forth in Exhibit “A” attached hereto, to Holder. The payments described hereinabove shall be paid to Holder no later than on or before January 15 and July 15, of each year.

4. Maker may prepay all or any part of this Note, without penalty, at any time during the term of this Note.

5. Payment shall be made in lawful money of the United States to Holder at _____________________________, Porterville, California, ________. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

6. The occurrence of any of the following shall constitute an event of default under this Note: (i) Maker fails to pay any amount due hereunder within thirty (30) days of its due date; (ii) Any other default by Maker under this Note, or any default by Maker, the Loan Agreement, the License and Development Agreement between Maker and Holder dated December 10, 2009; (iii) Maker becomes insolvent or the filing or initiation of bankruptcy or insolvency proceedings by or against Maker, whether voluntary or involuntary that is not dismissed within thirty (30) days of initiation, or if Maker makes a
general assignment for the benefit of creditors or states its inability to pay its debts as they mature; or (iv) Maker dissolves or liquidates.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. However, this option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder’s option. Holder’s failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder’s failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

7. Maker and endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. Maker agrees to pay immediately upon demand all costs and expenses of Holder including without limitation reasonable attorney’s fees: (i) if after default this Note be placed in the hands of an attorney or attorneys for collection; (ii) if after a default hereunder or under any loan document referred to in this Note, Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefore or to the protection of its rights under this Note, or other loan document; or (iii) if Holder seeks to have the Project or the Property abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note, or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

10. This Note shall be binding upon Maker, its successors, and assigns.

11. This Note shall be construed in accordance with and be governed by the laws of the State of California.

12. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
13. Maker shall be fully liable for the following:

A. Failure to pay taxes, assessments, and any other charges that could result in liens against the Property or any portion of the Property or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents, provided however, that if Maker is contesting these taxes, assessments or other charges, any delay in the payment of such items shall not be a default hereunder;

B. Failure to pay and discharge any materialmens' liens or other liens against any portion of the Property or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents;

C. Fraud or intentional misrepresentation with respect to any representation, warranties, or certifications made in the Loan Documents, or otherwise made by maker in connection with the loan evidenced by this Note;

D. Retention by Maker of any insurance proceeds, or other similar funds or payments attributable to the Property or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents that, by its terms, should have been paid to Holder or used in a manner contrary to the use made by Maker; or

E. Waste of the Property, or any failure to maintain, repair, or restore any portion of the Property or any other collateral pledge, encumbered, or otherwise covered by the Loan Documents in accordance with the terms.

Nothing in this section will affect or limit the rights of Holder to enforce any of Holder's rights or remedies with respect to any portion of the Property described in the Deed of Trust or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents.

IN WITNESS WHEREOF, Maker has executed this Note as of the date first written above.

MAKER:

TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR

BY: ___________________________

ITS: ________________________
SUBJECT: Consideration of City Development Assistance Alternatives for the Tulare County Junior Livestock Show and Community Fair

SOURCE: City Manager

COMMENT: In consideration of the sale of the existing site of the Porterville Community Fair to the State of California for the development of the South County Justice Center (Courthouse), the City and the Fair entered into a License and Development Agreement for the relocation and development of a new Community Fair on property currently a part of the Porterville Municipal Airport. Pursuant to the License and Development Agreement, the City agreed to financially assist with the relocation and development of the Fair by providing the net proceeds from the property sale of the Olive Street site ($1,976,912), as well as assist the Fair in preparing an application for tax-exempt bonds through California Communities ("or a similar organization") in an amount supportable by a capital fund-raising campaign for the construction of facilities not to exceed $2,000,000.

California Communities is a joint powers authority sponsored by the California State Association of Counties and the League of California Cities, whose mission is to provide local governments and private entities (including non-profit organizations) access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the overall quality of life in local California communities. Since its inception in 1988, California Communities has assisted local government agencies in financing $10.5 billion, and $23.6 billion for non-profit projects.

Upon review of the terms and conditions required for bonding through California Communities, the Fair has elected to seek alternative means for capital financing. Most notable of the Fair’s concerns in financing through California Communities are the penalties incurred for early prepayment, as well as the anticipated 6+ month delay in securing financing while the Fair’s application for funding is reviewed and bonds are sold. In its new construction, the Fair is targeting the completion of construction for the beginning of the new year, and intends to raise the necessary funds through its capital campaign to repay financed funds within five (5) years.

According to representatives of the Bank of the Sierra, there exists three (3) options for the Council to consider in considering to provide alternative financing for the Fair: 1) with the City as the guarantor of the loan (and responsible in the event of default by the Fair), the Bank is provided a first trust deed on the Fair property, and the Bank makes the loan to the Fair;
2) with a first trust deed on the property as collateral, the Bank makes a loan to the City, and the City then in turn makes a loan to the Fair; or 3) the City deposits funds with the Bank as security for the loan, and as funds are received from the Bank from the capital campaign, the deposited funds are returned to the City.

RECOMMENDATION: That the City Council consider the request of the Fair to assist in alternative financing for construction.

ATTACHMENT: License and Development Agreement
SUBJECT: UPDATE OF IMPROVEMENTS ON THE LANDSCAPE MAINTENANCE DISTRICTS

SOURCE: Parks and Leisure Services

COMMENT: At the direction of Council, staff prepared an update of the Landscape Maintenance Districts that were in need of immediate attention due to dilapidated conditions.

During the past six weeks staff has utilized the services of the CSET program to assist with improvements of the LMD’s. Repair and improvement of irrigation systems, planting of trees and shrubbery, as well as removal of dead and overgrown shrubbery were all accomplished during the renovation. The purpose of this effort was to bring these LMD’s to a standard of approval for continuous care. Listed below are the list of areas that were improved and the improvements made to those areas.

- River Springs located on the southern end of Newcomb Street, irrigation improvements were made to increase the coverage of existing and newly planted shrubs, trees and ground covering.

- Ford Estates located on South Westwood was improved with some new plantings. Trees could not be added due to the location of the irrigation.

- Williams Ranch and North Creek Estates received irrigation upgrade and improvements due to failure caused by overgrown plants that matured throughout the years. The overgrown plant materials were replaced with fresh new shrubbery.

- Porter Creek Estates was in need of more attention than most, the entry at Porter Creek Avenue and Westwood Street was in need of renovation, plantings and irrigation adjustments were made accordingly. The South side of Porter Creek Avenue along the slough received several new plantings and major irrigation repair and replacement.

- Wisconsin Manor was the remaining area that needed immediate attention, irrigation renovation on the northern section of the area was included, along with the planting of trees, ground covering and shrubbery.

Total plantings in this first wave of renovation included 16 trees, 339 shrubs and eight flats of ground covering.

ITEM NO: 17
To achieve or realize actual costs, it is necessary to re-bid all of the existing Landscape and Lighting Districts. For the purpose of estimating the cost at an appropriate level of maintenance, staff has researched and used a successful City’s LMD costing methods to arrive at new engineer estimates. An example of this effort is attached for Council’s review and comment.

RECOMMENDATION: Authorize staff to prepare a Request for Proposal to re-bid the Landscape Maintenance Districts, create a mechanism of accounting that will provide a consistent method of assessment, and forgive existing deficit fund balance of the current LMD’s in possession of a ledger deficit.

ATTACHMENTS:
1. Proposed Formula
2. Cost Estimate Examples
3. Site Maps
District 6 Creekview Subdivision

Maintenance: 23,600 sq. ft. of landscaping area and lighting: 5 ea. @ 5,800 lumens
Project Management, 19 lots
Fund Balance: ($21,153.08)

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<tr>
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<td>0.19 /sf</td>
</tr>
<tr>
<td>2. Graffiti Maintenance</td>
<td>@</td>
<td>0.03 /sf</td>
</tr>
<tr>
<td>3. Tree Maintenance</td>
<td>@</td>
<td>0.16 /sf</td>
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<tr>
<td>4. Postage</td>
<td>@</td>
<td>0.005 /sf</td>
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<tr>
<td>5. Utilities</td>
<td>@</td>
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<tr>
<td>7. Repair/Maintenance</td>
<td>@</td>
<td>0.02 /sf</td>
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\[ \text{Formula} = 0.47 \text{ /sf} \]

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</tr>
<tr>
<td>Administrative Fee</td>
<td>@ 10%</td>
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</tr>
<tr>
<td>County Fee</td>
<td>19 lots @ 2.00/lot</td>
<td>$38.00</td>
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\[ \text{Total} = \$12,239.20 \]

\[ \text{19} = \$644.17 \text{ per lot} \]

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<td>7. Repair/Maintenance</td>
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\[ \text{Total} = \$11,092.00 \]

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<td>County Fee</td>
<td>19 lots @ 2.00/lot</td>
<td>$38.00</td>
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<tr>
<td>Reserves</td>
<td>15% of total cost of maintenance</td>
<td>$1,593.00</td>
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<tr>
<td>Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit</td>
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<td>$2,115.31</td>
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\[ \text{Total} = \$15,947.51 \]

\[ \text{19} = \$839.34 \text{ per lot} \]

Current Assessment: $4869.30 = $256.28 per lot
Porter Creek/Creekview Consolidated

Maintenance: 112,800 sq. ft. of landscaping area and lighting: 5 ea. @ 5,800 lumens
Project Management 196 lots
Fund Balance: ($8988.00)

<table>
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<th>Description</th>
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<td><strong>Total</strong></td>
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</table>

Maintenance 112,800 sq.ft. x 0.47 = $53,016.00
Administrative Fee @ 10% = $5,301.60
County Fee 196 lots @ 2.00/lot = $392.00
Reserves 15% of total cost of maintenance = $7,952.40
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit = $898.80

$67,560.80 = $344.70 per lot

Current Assessment Consolidated as one LMD
$23,643.46 (Porter Creek) + $14,869.30 (Creekview) / 196 lots

Current Assessment (Increased percentage under formula)
Porter Creek @ $133.58 (158%)
Creekview $256.28 (34.5%)
LEGEND

LANDSCAPE AREA = 23,600 S.F.

STREET LIGHTS - 5 EACH

SCALE: 1" = 100'

SE COR W 1/2 SE 1/4
SEC 20-21/27

S/4 COR
SEC 20-21/27

HENDERSON AVENUE

1319.62

692.91

692.77

1319.42

51.57

51.57

2631.99

3184.89

502.14

163.71

PORTER SLough

PORTER SLough

692.71

1254.45

692.71

692.71

1254.45

Location Map 6997
PORTER CREEK SUBDIVISION

ANNEXATION NO. 3
CITY OF PORTERVILLE
LANDSCAPE & LIGHTING
DISTRICT NO.1

LANDSCAPE AREA = 80,000 S.F. ±
EXCLUDING PORTION WITHIN
PORTER SLOUGH CHANNEL
SUBJECT: TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE APPOINTMENTS

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: On July 28, 2010, Mr. Bob Gray and Mr. John Baumgartner tendered their resignations from the Transactions and Use Tax Oversight Committee which created two vacancies with terms scheduled to expire in May 2012.

Pursuant to Council direction at its meeting of August 3rd, staff published notice in the Porterville Recorder advising of the two vacancies and soliciting applications from interested individuals for a period of 30 days. Staff has received three Requests for Appointment as of the time of agenda compilation which are attached hereto for Council’s consideration. Requests received subsequent to agenda distribution will be provided to the Council and made available to the public prior to the meeting.

RECOMMENDATION: That the City Council provide direction regarding the filling of the unexpired terms of Mr. Bob Gray and Mr. John Baumgartner on the Transactions and Use Tax Oversight Committee.

ATTACHMENTS: Requests for Appointment submitted by Case Lok, Amy D. Pitigliano, and Gail Lemmen
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: CASE LOK
(Please Print)

Appointment to: MEASURE H
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 1150 GREENFIELD
PORTERVILLE CA 93257

Mailing Address: ________________

Name of Business: RETIRED

☐ Own ☐ Operate

Business Address: ________________

Telephone: Home 784-5365
Work
FAX
E-mail case_and_kim@sbcglobal.net

City of Porterville resident: ☑ Yes ☐ No

Registered Voter: ☑ Yes ☐ No
Qualifications:

Record on file

☐ Resume attached
☐ Letter of request attached

Submitted By: [Signature] 8/5/10

Received by:

Forwarded to: City Clerk  ☐ Date:
              City Council  ☐ Date:
              City Manager  ☐ Date:
              Applicable Dept.  ☐ Date:

Tentative Council Mtg Date:

Page 2 of 2
Qualifications: Many Community activities in the past and advisory boards. Former Parks maintenance employee and supervisor. Retired landscape contractor.

☐ Resume attached
☐ Letter of request attached

Submitted By: Casie Loh 10/5/09

Received by: Patricia Hilder

Forwarded to: City Clerk ☐ Date: 
City Council ☐ Date: 
City Manager ☐ Date: 
Applicable Dept. ☐ Date: 

Tentative Council Mtg Date: 

Page 2 of 2
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Amy D. Petigiano

Appointment to: Measure H - Citizens' Oversight Committee

☐ Reappointment; or IF NEW, please provide:

Street Address: 157 S. Chess Terrace St.
Porterville CA 93257

Mailing Address: Same

Name of Business: N/A

☐ Own ☐ Operate

Business Address: N/A

Telephone: Home (661) 900-5838
Work (559) 784-0800
FAX N/A
E-mail screamemimi@yahoo.com

City of Porterville resident: ☐ Yes ☐ No

Registered Voter: ☐ Yes □ No
Qualifications: Graduated Monache H.S. in 1988, joined the
U.S. Navy (1988-1997). Lived & worked on both
coasts, until I transferred with my job to Bakersfield
(2000-2008). I returned to Porterville 2 years ago,
where I live and now work at Beckman Coulter.

My son is a senior at PHS; I am a single mom.
I enjoy speaking up for things that are important
to me, even when others find that difficult. I am
a stickler for attention to detail, and doing the right
thing. I am looking for ways to expand my community
involvement. Thank you for your consideration.

☐ Resume attached
☐ Letter of request attached

Submitted By: ____________________________ 8/13/2010
Amy Pitigliano

Received by: ________________________________

Forwarded to: City Clerk ☐ Date: ________________________________
City Council ☐ Date: ________________________________
City Manager ☐ Date: ________________________________
Applicable Dept. ☐ Date: ________________________________

Tentative Council Mtg Date: ________________________________
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks:

Name: Gail Lemmen
(Please Print)

Appointment to: Tax Oversight Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 1194 W. Glenn Ct
PORTERVILLE

Mailing Address:

Name of Business:
☐ Own ☐ Operate

Business Address:

Telephone: Home 350-0956
Work 782-7011
FAX
E-mail not2cbares@gmail.com

City of Porterville resident: ☒ Yes
☐ No

Registered Voter: ☒ Yes
☐ No

Page 1 of 2
Qualifications: I have lived in Porterville for 23 yrs. I have been a regular attendee of the City Council meetings. I want to step up and help to make sure tax dollars are wisely spent. I am a teacher. I have been involved in Girl Scouts.

☐ Resume attached
☐ Letter of request attached

Submitted By: [Signature] D. J. Lennon
Date: 8/17/10

Received by: [Signature]

Forwarded to: City Clerk
Date: 8/17/10

City Council
Date: 

City Manager
Date: 

Applicable Dept.
Date: 

Tentative Council Mtg Date: 9/7/10
SUBJECT: Consideration of the City Council Procedural Handbook

SOURCE: City Manager

COMMENT: Several Members of Council have recently inquired as to the status of the City Council Procedural Handbook. The Handbook is a document to provide assistance to Council Members in having general Council procedures in a helpful booklet form. To be effective, the Handbook should be updated regularly to keep current with actual Council procedures and changes in State and Federal laws.

The City Council Procedural Handbook was last revised in May 2005. The Handbook was last considered by the Council in August 2006, which at that time, the Council acted not to adopt the Handbook.

RECOMMENDATION: That the City Council consider the City Council Procedural Handbook (last adopted May 17, 2005), and provide direction as to the Handbook's adoption, as well as any revisions and/or amendments for consideration of adoption by the Council.

               2. Approved and Proposed Changes
# CITY COUNCIL PROCEDURAL HANDBOOK

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<td>B. Deadlines</td>
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<td>C. Delivery</td>
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<td>VI. THE BROWN ACT</td>
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VII. TRAVEL AND MEETINGS

A. Requests for Reservations
B. Travel and Expense Form
C. Receipts
D. Eligibility

VIII. CONFLICT OF INTEREST

A. City Council Members Filing Requirements
B. Other Agencies
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C. City Conflict of Interest Code

IX. GENERAL ITEMS

A. Agencies
B. Salary
C. Direction to staff
D. City Attorney
E. Annual City Manager/City Attorney Evaluation
F. Response to President/Governor Directives

Appendix: E-1. Annual Evaluation Form (to be attached upon completion of the standardized form)
I. MEETINGS OF COUNCIL

The Council shall provide by ordinance the time and place of holding regular meetings and the manner in which special meetings may be called. Public interest and convenience shall be primary consideration when decisions are made as to time, location and frequency.

Except as otherwise provided by law, all meetings of the Council shall be open to the public.

The City Manager shall compile the agenda for each meeting and shall include as agenda items, business in the normal course of City affairs, including but not limited to staff proposals to improve services, support the economy and land use, and enhance the efficiency and effectiveness of the City organization, items relating to current, past, and proposed City contracts, leases, franchises, agreements and similar documents, and matters affecting future or proposed City equipment and property, items relating to City employees, agents and contractors, and such other matters as are defined in this handbook or otherwise directed by the City Council.

A. REGULAR MEETINGS

1. Regular meetings shall be held the first and third Tuesday of each month beginning at 6:00 p.m. Closed Session Items shall be considered at 6:00 p.m., with open session to commence at 7:00 p.m. In the event that a regular meeting of the Council shall fall on a legal holiday, that regular meeting shall be held at the same place and time on the next succeeding working day, or as determined by Council.

2. Regular meetings shall be held in the Council Chambers, 291 North Main Street, in the City of Porterville.

3. Regular meeting open sessions shall be between the hours of 7:00 p.m. - 11:00 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. Following the mid-meeting break (around 9:00 p.m.) the Mayor, with assistance from the City Manager, will review the balance of the agenda with Council to discuss how it can be handled in the allowed time. If it is necessary to continue any items, it will be announced at that time.

B. ADJOURNED MEETINGS/STUDY SESSIONS (Open to the public)

1. The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants and the City Council regarding specific programs, projects or policies. If noticed, formal action may be taken at such a meeting.
MEETINGS OF COUNCIL - Continued

2. Adjourned Meetings/Study Sessions will be held at a time and place convenient to Council and advantageous for public participation.

3. Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.

C. SPECIAL MEETINGS

1. Special meetings may be called by the Mayor or three members of the City Council. (GC § 54956) Written notice of each special meeting must be given not less than twenty-four (24) hours before such meeting to each member of the City Council not joining the call.

2. Written notice must be given to the City Council and to the media 24 hours prior to each meeting. (GC § 54956)

3. A supplemental telephone call shall be made if necessary to notify each Council Member.

4. No business other than that announced shall be discussed.

5. Any special meeting held at a place other than City Hall shall be open to the public. Notice requirements of the Brown Act shall be complied with for any such meetings; regular minutes shall be taken by the City Clerk and shall be available for public inspection.

D. ORDER OF BUSINESS shall be as follows:

Call to Order
Roll Call
Oral Communications
Closed Session(s)
Reconvene at 7:00 p.m.
Closed Session Report
Pledge of Allegiance
Invocation
Presentations/Proclamations
Appointments
Oral Communications
Consent Calendar
Public Hearings
Second Reading of Ordinances
Scheduled Matters
Oral Communications

-2-
MEETINGS OF COUNCIL - Continued

Other Matters
Council Comments

E. CONSENT ITEMS

Consent items are the first items on the open session portion of the agenda (items that are routine, have been discussed before, relate to implementation of approved budget items, or to City operations or item to be later set for public hearing).

II. MEETING PROCEDURES

A. PRESIDING OFFICER

1. The Mayor is the Presiding Officer and acts as Chair at Council meetings.

2. In the absence or incapacity of the Mayor, the Mayor Pro Tempore will serve as Presiding Officer.

3. Seating arrangement of the Council:

   The Mayor Pro Tempore shall always be seated immediately next to the Mayor.

4. Signing of City Documents:

   The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore’s signature may be used.

B. QUORUM

A majority of the Council Members shall constitute a quorum for the transaction of business. (Charter)

C. DISCUSSION RULES

1. Obtaining the floor:

   a. A member of the City Council or staff shall first address the Presiding Officer and gain recognition.
b. Comments and questions should be limited to the issue before Council.

c. Cross-exchange between Council Members and public should be avoided.

d. Any citizen may arise and address the City Council on any business specially concerning them or affecting their interests, but preference will be given to those who have first presented matters in the form of a written communication or who have personally notified the presiding officer of their desire to speak.

e. Any member or other person using profane, vulgar, loud or boisterous language at any meeting, or otherwise interrupting the proceedings, who refuses to be seated or keep quiet when ordered to do so by the Mayor or Mayor Pro Tem of the City Council, shall be guilty of a misdemeanor. It shall be the duty of the Chief of Police, upon order of the presiding officer, to eject any such member or person from the council room. (Ord. 1537)

2. Questions to staff:

A Council Member shall, after recognition by the Presiding Officer, address questions to duly designated staff members through the City Manager.

3. Interruptions:

a. Once recognized, a Council Member shall not be interrupted while speaking except to make a point of order or personal privilege.

b. If a Council Member is called to order while speaking, the individual shall cease speaking until the question of order is determined.

c. Upon being recognized by the Presiding Officer, members of staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.
III. COUNCIL REQUESTS FROM THE PUBLIC

A. Letters:

Periodically Council Members receive letters requesting their response. If a Council Member wishes to answer the letter, the matter can be handled in either of three ways:

1. The Council Member can give the letter to the City Manager's Secretary along with direction on how they wish their response to be worded. The City Manager's staff will then prepare the letter on City Council stationery and forward it to the appropriate Council Member for approval and signature. Copies of both letters are kept on file in the City Manager's Office, and copies are available upon request.

2. If the letter requires specific information or details only available from another City Department, the City Manager may refer the letter to the appropriate Department Head for response by them or their designee. Copies of the letters will then be forwarded to the City Manager's Office for filing.

3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager's staff for filing.

If a Council Member receives an informational item and wants a copy to be given to the other Council Members and the City Manager or other Directors, the item should be given to the City Manager's staff and copies will be made and sent out.

B. Referrals to Council agenda:

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:

1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication*; or

2. Upon research, the request may be determined to be a violation of City, State or Federal law, policy, or previous Council determination, in which case an appropriate response as to why the matter can not be heard will be provided to the requesting party.
COUNCIL REQUESTS FROM THE PUBLIC - Continued

Correspondence requesting that an item be acted upon, or considered, by the City Council, which is received directly by the City Manager, is handled in either of two ways:

1. The City Manager shall place any routine and/or legitimate written request under written communications*, or have a staff report prepared if time permits, for the next City Council agenda; or

2. The City Manager shall place any request which has already been acted upon by Council, cannot legally be accomplished, or which has a potential for litigation, in the Administrative Memorandum.

*The “Request” must be stated on the agenda face sheet for Council to be able to act on it at the meeting.

C. Telephone Calls:

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager’s Office. The City Manager’s staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see VII-C(1)].

D. Personal Meetings:

Council Members who wish to meet with their constituents may use various rooms at City Hall. The Council Member should call the City Manager’s Secretary as soon as they know a room is needed so that it can be reserved for their use. No more than two Council Members may attend a meeting to discuss City matters without the meeting becoming a public meeting and therefore falling under the requirements of the Brown Act Open Meeting Laws.
IV. COUNCIL MEMBER REQUESTS TO STAFF

A. General Information

All City Council Member requests for information or documents shall be referred through the City Manager. Any Department Head who receives a direct request from a Council Member shall submit the request, including the name of the requesting Council Member, to the City Manager.

B. Research

All City Council Member requests for information or documents which require extensive research shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council, upon completion of the research, the item will be forwarded to the City Council Members by the City Manager.

C. Items for inclusion in Council Agenda

All City Council Member requests for an item to be placed on the Council agenda should be referred to the City Manager. Pursuant to Minute Order No. 11-022096, such request shall be submitted prior to Monday noon of the week before the Council meeting in order to be placed on the next regularly scheduled meeting.

The City Manager will refer any routine items to the appropriate department for a staff report. If necessary, items will be referred to the City Attorney for a determination on legality. If an item is determined to be a legitimate request, the item will be referred for a staff report. Items having already been acted upon by the Council previously will be deferred to the Mayor for approval before being placed on the agenda.
V. COUNCIL AGENDA

A. Preparation:

Each Department Head submits agenda items regarding their Department to the City Manager for approval. Upon the City Manager's approval, the items are returned to the appropriate department for copying and collation.

The City Council meeting agendas are prepared on the Thursday prior to the Tuesday meeting.

Any questions regarding whether items have been scheduled for consideration at a particular meeting may be directed to the Chief Deputy City Clerk and/or Deputy City Clerk.

B. Deadlines:

The deadlines for the agenda are the Monday preceding the Thursday preparation day. Public hearing items, scheduled matter items, Consent calendar items, and written communications must be submitted by the Monday deadline. The deadline for a Council member request for any item shall be Monday noon preceding the Thursday preparation day.

C. Delivery:

Agendas will be delivered to Council on the Thursday prior to the Tuesday meeting.

Council agendas shall be delivered to the Council Member's home or business, as requested. If no one is available to receive the agenda, the agenda shall be left in the Council Member's mail box, unless other arrangements have been previously made with the City Clerk's staff [see IX-C(1)(2)].

The agendas for staff and the news media are available after Council receives their agendas, usually on Friday.
VI. THE BROWN ACT

The Ralph M. Brown Act (Gov. Code, § 54950 et seq. known as "the Act") governs meetings conducted by local legislative bodies such as city councils, boards of supervisors, special districts, and school boards. The Act represents the State Legislature’s determination of how the balance should be struck between the public access to meetings of multi-member public bodies on one hand, and the need for confidential candor, debate, and information gathering on the other.

The Act contains specific exceptions from the open meeting requirements where government has a demonstrated need for confidentiality. Where matters are not subject to a closed meeting exception, the Act has been interpreted to mean that all of the deliberative processes by legislative bodies, including discussion, debate and the acquisition of information, be open and available for public scrutiny.

Meetings are defined as any gathering of a quorum of a legislative body (which includes newly elected but unsworn members of the body) to discuss or transact business under the body's jurisdiction, and serial meetings are prohibited. Exemptions are individual contacts between board members and others which do not constitute serial meetings, attendance at conferences and meetings which are open to the public so long as legislative bodies do not discuss amongst themselves business of a specific nature under the body's jurisdiction, and attendance at social or ceremonial events where no business of the body is discussed.

The Act requires that notices of regular meetings must be posted at least seventy-two (72) hours prior to the meeting, and twenty-four (24) hour notice must be provided to members of the legislative body and media outlets for special meetings.

A user's guide to the Ralph M. Brown Act is provided to Council Members for their information. If a Council Member has a specific question which does not seem to be covered in the guide, the Council Member should contact the City Attorney for a legal opinion.
VII. TRAVEL AND MEETINGS

The City Manager, or his staff, will notify the City Council Members about any League of California Cities' Conferences, Redevelopment Conferences, Committee meetings, and/or local meetings that may be of interest to the Council. If a Council Member is interested in attending any such meeting, the following procedures should be followed:

A. Requests for Reservations:

When a City Council Member wishes to attend a conference or meeting, he/she should contact the City Manager's office and indicate the following:

1) The date(s) of the conference or meeting;
2) If the Council Member will be accompanied by anyone else, i.e. spouse, child;
3) Any personal preferences for hotel reservations, such as smoking or non-smoking, king or double beds, etc.; and
4) Whether special travel arrangements need to be made, i.e. airplane tickets, ride-sharing, etc.

A disbursement will then be prepared and the payment for the conference or meeting will be forwarded, and, if applicable, the hotel will be contacted to make the appropriate reservations. When making hotel reservations to attend a conference or meeting, a request for a room sales tax waiver shall be made on behalf of the applicable Council member. If a prior room reservation request is not made, the Council member shall request a room sales tax waiver prior to payment for a room.

B. Travel and Expense Form:

A Travel and Expense Form will then be prepared for the Council Member which indicates the following:

1) The amount of money to be issued to the traveler as per diem*; and
2) Mileage reimbursement* (if a personal vehicle is used for travel).

* Amount set in Administrative Policy Manual Sec. II-E-1, Travel &Conference Expenses.

The Council Member will then be issued a packet of materials several days prior to the meeting which contains the following:

1) A check for per diem and mileage;
2) Confirmation notification and informational materials regarding the conference;
VII. TRAVEL AND MEETINGS - Continued

3) Confirmation notification for any hotel reservations; and
4) A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

The Council Member shall then bring the receipt for the hotel charges to the City Manager's staff upon his/her return, together with the credit card, and any refund due the City. The Council Member shall sign the original Travel and Expense Form at that time, which shall then be filed with the Finance Department for final processing.

If a refund is due the Council Member, a check will be issued by the Finance Department and then distributed to the Council Member.

D. Eligibility:

The City shall pay for any Council Member to attend any meetings or conferences of their choice. When accompanied by a spouse or child, the Council Member shall pay for expenses incurred above that which would otherwise have been paid for the Council Member. Any charge placed on a City credit card for someone other than a Council Member shall also be considered a refund due the City, payable within 10 days of the receipt of the charges.
VIII. CONFLICT OF INTEREST

A. City Council Members Filing Requirements

City Council Members are under the provisions of the Political Reform Act (Gov. Code, § 810001/ et seq. known as "the Act") as enforced by the Fair Political Practices Commission. The Act applies to campaign contributions requirements, as well as matters of conflict of interest while in office.

1) Disclosure of Economic Interests

City Council Members must file assuming office and leaving office statements, as well as annual statements while in office. The statements basically require the disclosure of the following information:

- Investments or interests in real property and its fair market value;

- Income, and the name and address of each source of income aggregating five hundred dollars ($500) or more, or fifty ($50) or more if a gift, and a general description of the business activity, if any of each source;

- Interests in real property held by a business entity or trust;

- Loans, and its annual interest rate and the security, if any, given for the loan;

2) Disqualification of Participation (Conflict of Interest)

A Council Member shall not make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. This might include decisions which affect property within up to 500 feet of the subject property in which the Council Member has an interest.

A financial interest in a decision, within the meaning of Section 87100 of the Act, is if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the Council Member or:

- A member of his or her immediate family;

- A business entity in which the Council Member has a direct or indirect investment worth $2000 or more;

- Any real property in which the Council Member has a direct or indirect interest worth $2,000 or more;
VIII. CONFLICT OF INTEREST - Continued

- Any source of income, other than gifts or commercial lending institutes loans, aggregating $500 or more received or promised to the City Council Member within twelve months prior to the time when the decision is made;

- Any business entity in which the City Council Member is a director, partner, trustee, employee, or holds any position of management;

- Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating $360 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

Indirect investment or interest means any investments or interest owned by the spouse or dependent child of a City Council Member, by an agent on behalf of a Council Member, or by a business entity or trust in which the Council Member, the Council Member's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

Section 87100 of the Act does not prevent any Council Member from making or participating in the making of a governmental decision to the extent his participation is legally required for the action or decision to be made. The fact that a Council Member's vote is needed to break a tie does not make his participation legally required for purposes of this section.

B. Other Agencies

Whenever a Council Member is required to file a Statement of Economic Interest for an outside agency, the Deputy City Clerk will provide the correct form, and using the Statement of Economic Interest Form 700 filed in the City Clerk's Office for the City of Porterville, prepare a duplicate statement for signature, and forward the appropriate form to the requesting agency.

C. Redevelopment Agency Filing Requirements

Upon assuming office, a City Council Member will also serve as a Redevelopment Agency Member. As an Agency Member, they must file a Conflict of Interest statement for the Porterville Redevelopment Project area. After assuming office, an
VIII. CONFLICT OF INTEREST - Continued

Agency Member may not acquire any property within the Redevelopment Project area. If prior interests exist within the Project area, the Agency Member must disqualify themselves from any action taken which would constitute a benefit to them.

D. City of Porterville Conflict of Interest Code

Certain designated City employees are also required to file conflict of interest forms under the provisions of the Political Reform Act Code, § 87100-87500 et seq. The City of Porterville Conflict of Interest Code was adopted by the City Council and is reviewed biennially to make sure it is kept current.

If Council Members have a question on whether an interest they have is sufficient for disqualification, they should contact the Fair Political Practices Commission at (866) 275-3772, or http://www.fppc.ca.gov, for a ruling or opinion.
IX. GENERAL ITEMS

A. Different Hats

Members of the City Council also serve as the governing bodies for the following local agencies:

1. Redevelopment Agency
2. Industrial Development Authority
3. Public Financing Authority
4. Public Improvement Corporation
5. Planning Commission
6. Conflicts and Disclosure Monitor Agency

B. Compensation

As stated in the City Charter, Section 9, City Council Members shall receive $20 per Council meeting, $25 per Council meeting for the Mayor, with a maximum of seven paid Council meetings per month.

Redevelopment Agency Members shall receive $30 per Redevelopment meeting.

Council Members receive no benefits other than the amounts per meeting stated above.

C. Direction to Support Staff:

Upon assuming office, Council Members should notify the City Manager's staff regarding the following items:

1. Where to deliver Council agendas and Administrative Reports and Memorandums, i.e. home or business.

2. Where to leave Council agendas if the business is closed and/or if no one is home, i.e. City Manager’s Office Council mail box, front porch, back door, etc.

3. How to direct citizens who wish to speak to Council Members, i.e. take a message, give out home telephone numbers, give out business telephone numbers, etc.
IX. GENERAL ITEMS - Continued

D. City Attorney

The City Attorney is the legal advisor of the City Council, and all other City officials. The City Attorney shall prosecute all violations of City ordinances and shall draft all contracts and other legal documents and instruments, required by the Council or the City Manager. The City Attorney shall perform such other legal services as the Council may direct and shall attend all meetings of the Council unless excused therefrom by three members or by the Mayor.

The types of questions referred to the City Attorney are as follows:

1) Generally whether a conflict of interest exists for a Council Member and whether they should abstain from voting on a specific matter.

Please note: Any advice received from the City Attorney relating to Conflicts of Interests is informal only and not binding; the Council Member must seek and obtain a formal written opinion from the FPPC in order to be afforded any statutory immunities.

2) Whether an issue has a legal standing, and what type of action would be appropriate.

3) Legal recommendations for matters of litigation.

E. Annual City Manager/City Attorney Evaluations

The City Council shall provide for annual evaluations for the City Manager and the City Attorney. A standardized evaluation form shall be used which shall address the areas of importance as set forth by the City Council. Said evaluation form shall be included as Appendix 1 upon completion and approval by the City Council.

F. Response to President/Governor Directives

Directives issued by the President of the United States and/or Governor of the State of California shall not be considered a mandatory directive to the City of Porterville except as authorized and/or approved by the City Council. The one exception to this rule is that flags on City buildings shall be flown at half mast upon orders by the President, Governor and/or Mayor, or by majority approval of the City Council.
# PROPOSED CHANGES

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Appendices:

- A. Resolution No. 72-2005
- B. Laptop Computer and City Information Resources Policy
- C. Annual Evaluation Form (to be attached upon completion of the standardized form)
VII. TRAVEL, AND MEETINGS, AND EXPENSES

This policy would satisfy the requirements of California Government Code sections 53232.2 and 53233.3 in the event such requirements could be constitutionally applied to charter cities.

The City Manager, or his staff, will notify the City Council Members about any League of California Cities' Conferences, Redevelopment Conferences, Committee meetings, and/or local meetings that may be of interest to the Council. If a Council Member is interested in attending any such meeting, the following procedures should be followed:

A. Requests for Reservations:

When a City Council Member wishes to attend a conference or meeting, he/she should contact the City Manager's office and indicate the following:

1) The date(s) of the conference or meeting;
2) If the Council Member will be accompanied by anyone else, i.e. spouse, child;
3) Any personal preferences for hotel reservations, such as smoking or non-smoking, king or double beds, etc.; and
4) Whether special travel arrangements need to be made, i.e. airplane tickets, ride-sharing, etc.

A disbursement will then be prepared and the payment for the conference or meeting will be forwarded, and, if applicable, the hotel will be contacted to make the appropriate reservations. When making hotel reservations to attend a conference or meeting, a request for a room sales tax waiver shall be made on behalf of the applicable Council member. If a prior room reservation request is not made, the Council member shall request a room sales tax waiver prior to payment for a room.

For lodging in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question, if such rates are available at the time of booking. If the group rate is not available, government rates must be used when available. Lodging rates that are equal or less than the government rates are presumed to be reasonable and allowed per this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence allowed.

B. Travel and Expense Form:

A Travel and Expense Form will then be prepared for the Council Member which indicates the following:

1) The amount of money to be issued to the traveler as per diem*; and
2) Mileage reimbursement expense* (if a personal vehicle is used for travel and cost is paid in advance).
VII. TRAVEL, MEETINGS, AND EXPENSES - Continued

* Amount set in Administrative Policy Manual Sec. II-E-1, Travel &Conference Expenses. In regard to the per diem amount, if payments for expenses are made in advance pursuant to the specified per diem amounts, the disbursement shall not be considered to be "reimbursable expense" under AB 1234.

The Council Member will then be issued a packet of materials several days prior to the meeting which contains the following:

1) A check for per diem and mileage;
2) Confirmation notification and informational materials regarding the conference;

3) Confirmation notification for any hotel reservations; and
4) A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

The Council Member shall then bring the receipt for the hotel charges to the City Manager's staff upon his/her return, together with the credit card, and any refund due the City. The Council Member shall sign the original Travel and Expense Form at that time, which shall then be filed with the Finance Department for final processing.

If a refund is due the Council Member, a check will be issued by the Finance Department and then distributed to the Council Member.

D. Eligibility:

The City shall pay for any Council Member to attend any meetings or conferences of their choice. When accompanied by a spouse or child, the Council Member shall pay for expenses incurred above that which would otherwise have been paid for the Council Member. Any charge placed on a City credit card for someone other than a Council Member shall also be considered a refund due the City, payable within 10 days of the receipt of the charges.
- Any source of income, other than gifts or commercial lending institutes loans, aggregating $500 or more received or promised to the City Council Member within twelve months prior to the time when the decision is made;

- Any business entity in which the City Council Member is a director, partner, trustee, employee, or holds any position of management;

- Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating $250 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

Indirect investment or interest means any investments or interest owned by the spouse or dependent child of a City Council Member, by an agent on behalf of a Council Member, or by a business entity or trust in which the Council Member, the Council Member's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

Section 87100 of the Act does not prevent any Council Member from making or participating in the making of a governmental decision to the extent his participation is legally required for the action or decision to be made. The fact that a Council Member's vote is needed to break a tie does not make his participation legally required for purposes of this section.

Pursuant to Section 87105 of the Act, a public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

(1) Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

(2) Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.

(3) Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

(4) Notwithstanding paragraph (3), a public official may speak on the issue during the time that the general public speaks on the issue.
IX. GENERAL ITEMS

A. Different Hats

Members of the City Council also serve as the governing bodies for the following local agencies:

1. Redevelopment Agency
2. Industrial Development Authority
3. Public Financing Authority
4. Public Improvement Corporation
5. Planning Commission
6. Conflicts and Disclosure Monitor Agency

B. Compensation

As stated in the City Charter, Section 9, City Council Members shall receive $20 per Council meeting, $25 per Council meeting for the Mayor, with a maximum of seven paid Council meetings per month.

Redevelopment Agency Members shall receive $30 per Redevelopment meeting.

Council Members receive no benefits other than the amounts per meeting stated above.

C. Issuance of Laptop Computers to Council Members

As of September 6, 2005, laptop computers were developed for City Council use to take advantage of wireless resources to improve communications with Council Members while away on City business. A Wireless Communications Policy for the laptop computers is being developed as set forth in Minute Order 14-090605.

D. Direction to Support Staff:

Upon assuming office, Council Members should notify the City Manager's staff regarding the following items:

1. Where to deliver Council agendas and Administrative Reports and Memorandums, i.e. home or business.

2. Where to leave Council agendas if the business is closed and/or if no one is home, i.e. City Manager's Office Council mail box, front porch, back door, etc.
Appendix-Sec:  
A - I-D:  Resolution 72-2005 (Order of Business) 
B - IX-C: Wireless Communications Policy. 
C - IX-G: Annual Evaluation Form for City Manager and City Attorney  
(to be attached upon completion of the standardized form) 

Appendix A 
RESOLUTION 72-2005 (ORDER OF BUSINESS) 

Appendix B 
LAPTOP COMPUTER AND CITY INFORMATION RESOURCES POLICY 
(to be attached upon adoption of the policy) 

Appendix C 
ANNUAL EVALUATION FORM FOR CITY MANAGER AND CITY ATTORNEY 
(to be attached upon completion of the standardized form)