AMENDED CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
MARCH 15, 2011, 5:30 P.M.

Call to Order  
Roll Call  

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

CITY COUNCIL CLOSED SESSION:  
A. Closed Session Pursuant to:  
5- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One Case.  
6- Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Manager.  

6:30 P.M. RECONVENE OPEN SESSION  
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION  

Pledge of Allegiance Led by Mayor Ronald L. Irish  
Invocation  

PROCLAMATIONS  
National Baseball Hall of Fame Inductee – Doug Harvey  
National Wrestling Hall of Fame Inductee – Tim Vanni  
National Wrestling Hall of Fame Inductee – Drew Williams  
Monache Girls Basketball Team  
Child Abuse/Neglect Awareness Month – April 2011  

PRESENTATIONS  
Employee of the Month – Linda Clark  
Employee Service Awards
REPORTS
This is the time for all reports from the City Council, including but not limited to, reports pursuant to AB1234, reports from subcommittees, committees, commissions and boards on which the Council Members serve, and other miscellaneous informational reports.

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.


2. Leave to File Late Claim – Banuelos
   Re: Denying a request to file a late claim which per statute was due to be filed on December 27, 2010.

3. Claim – Fernando Martinez
   Re: Rejecting a claim in which claimant alleges he has suffered damages because the Porterville Municipal Golf Course restrooms were not constructed in accordance with ADA requirements.

4. Claim – Michael Smith
   Re: Rejecting a claim in which claimant alleges he sustained property damages to his vehicle when it was flooded while it was parked on private property at West Street and W. Yowlumne Avenue on December 19, 2010.

5. Transit Claim – Kari Beebe
   Re: Rejecting a transit claim so as to allow the statute of limitations to commence and ensure a timely settlement of the claim related to a traffic accident involving a City transit bus colliding with claimant’s vehicle at Morton Avenue and Villa Street on November 2, 2010.

6. Transit Claim – Tinamarie Castro
   Re: Rejecting a transit claim in which claimant alleges she sustained personal injuries when the City transit bus in which she was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.

7. Transit Claim – Christina Martinez
   Re: Rejecting a transit claim in which claimant alleges she sustained personal injuries when the City transit bus in which she was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.
8. **Transit Claim – Carlos Hurtado**  
Re: Rejecting a transit claim in which claimant alleges he sustained personal injuries when the City transit bus in which he was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.

9. **Transit Claim – Nathaniel Hurtado**  
Re: Rejecting a transit claim in which claimant alleges he sustained personal injuries when the City transit bus in which he was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.

10. **Authorization to Advertise for Bids – Demolition Project – Jaye Street Residential Unit**  
Re: Approving staff’s recommended plans and project manual and authorizing staff to advertise for bids for the project consisting of the demolition of a single-family residence located at 1011 S. Jaye Street with an estimated probable costs of $15,600.

11. **Amendment of Dee Jaspar and Associates Service Agreement for Construction Management and Inspection Services for the Martin Hill and Rocky Hill Water Reservoir Projects**  
Re: Approving amendment to agreement to provide construction management and inspection services at an agreed fee of $33,000.

12. **Implementation of the ADA Complaint Procedure and Designation of ADA Coordinators**  
Re: Approving ADA Complaint Procedure and identifying the Administrative Services Manager and Public Works Directors as ADA Coordinators.

13. **Authorization to Sell Property to the State of California**  
Re: Authorizing the sale of .36 acres of real property located generally at the southwesterly corner of Murry Street and Garden Avenue for $180,000.

14. **Approval of a Resolution in Support of the Enterprise Zone Program**  
Re: Approving resolution in support of the Enterprise Zone Program in response to the Governor’s proposal to eliminate such programs.

15. **Approval of Sports Complex Concession License**  
Re: Approving a Concession License at the Sports Complex with South Valley Chivas and the American Youth Soccer Organization for a rate of $6.01 per hour.

Re: Approving an agreement to implement an off-site sharing of City library materials with the Burton School District, Summit Charter Academy Campus.

17. **Approval for Community Civic Event – Porterville Chamber of Commerce Iris Festival, April 16, 2011**  
Re: Approving a civic event application for the annual event to take place in Downtown Porterville on April 16, 2011.
17a. **Review of Local Emergency Status**  
Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8690 of the California Emergency Services Act.

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

**HEARING**

18. **Resolution of Necessity Pertaining to the Acquisition of a Portion of Property (55,590 sq. ft.) located at APN 259-050-025, Owner Estate/Interest of Dorothy Jue Moe – For the Proposed Widening and Improvement of Newcomb Street**  
Re: Receiving testimony from property owner and considering adoption of the draft Resolution of Necessity pertaining to the City’s acquisition of 55,590 sq. ft. of real property generally located in the southern portion of the parcel located at the SW corner of Olive Avenue and Newcomb Street.

**PUBLIC HEARINGS**

Re: Providing an opportunity for the public to comment on the revised draft EIR for the Riverwalk Marketplace Phase II project located at the southeast corner of Indiana Street and Springville Avenue which includes the development of a 161,602 ± sq. ft. Walmart store in addition to other commercial uses.

**SECOND READINGS**

20. **Ordinance 1776, Fireworks**  
Re: Giving second reading to Ordinance 1776 Amending Chapter 12, Article II, Fireworks, of the Porterville Municipal Code which was approved and given first reading on February 15, 2011.

**SCHEDULED MATTERS**

21. **Re-Visit of Reclamation Area Lease Land Adjustment**  
Re: Consideration of approving an amendment to the Lease Agreement with Rick Perigo Roadsiding to reduce the amount of farmable irrigated acres by 37.22 acres; adjust the annual lease payment to $77,454; and authorize the reimbursement of $18,072 for the pro-rated 17 previous months.

22. **Amendment to Ordinance 1397 – Floodplain Management Ordinance**  
Re: Considering adoption of an ordinance amending Article XIV, Flood Damage Prevention Code, of the Porterville Municipal Code to comply with new rules and regulations governing the National Flood Insurance Program as required by FEMA.

23. **Federal Aviation Administration Release of Non-Aeronautical Land**  
Re: Considering approval of a resolution obligating the City to expend the proceeds of the sale of 25.74± acres of excess land at the Porterville Municipal Airport in the amount of $515,000 upon the airport within a five-year period pursuant to the requirements of the FAA; and approving a budget adjustment to allocate $169,740 of the funds to the Airport Security Fencing and Access Control Project.

24. **Consideration of Naming City Conference Rooms**  
Re: Considering the renaming of the City’s conference rooms, including the Hamamatsu, La Barca, and North conference rooms in City Hall, as well as the naming of the Fire and Police Department conference rooms.
24a. **Sesquicentennial Committee Request for City Financial Support of Celebration Activities**
   Re: Considering request for financial support to assist in funding activities related to Porterville’s Sesquicentennial Anniversary.

25. **Council Member Requested Agenda Item – Modification to Municipal Code Requiring Improved Areas for Parking**
   Re: Considering whether there is Council interest in modifying the City’s Municipal Code relative to parking in unimproved or unpaved areas.

26. **Council Member Requested Agenda Item – Modification to City Project Review Committee Fees**
   Re: Considering whether there is Council interest in modifying the City’s Project Review Committee (PRC) fees, which are currently $753.

27. **Council Member Requested Agenda Item – Modification to City Council Budget for Accounting of Council Member Expenditures**
   Re: Considering whether there is Council interest in modifying the Council’s budget and accounting of each individual Council Member’s expenditures to limit individual expenditures to $4,000 per fiscal year.

**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 April 5, 2011 at 5:30 p.m.

*Pursuant to Ordinance No. 1766, the Council Meeting shall adjourn no later than 9:45 p.m., unless otherwise approved by a majority of the Council Members present.*

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.
Call to Order at 6:04 p.m.
Roll Call: Council Member McCracken, Vice Mayor Hamilton, Council Member Shelton, Council Member Ward, Mayor Irish

Upon City Attorney Lew’s advisement, an emergency item was added onto the City Council’s Closed Session Agenda pursuant to Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – One Case.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward that the Council add one item onto the City’s Closed Session Agenda as follows: Pursuant to Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – One Case. The motion carried unanimously.

Documentation: M.O. 01-072010

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

JOINT CITYCOUNCIL/PORTERVILLE REDEVELOPMENT AGENCY AGENDA

Roll Call: Agency Member McCracken, Vice Chairman Hamilton, Agency Member Shelton, Agency Member Ward, Chairman Irish

ORAL COMMUNICATIONS
None

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

During Closed Session, the Porterville Redevelopment Agency adjourned to a meeting of the Porterville City Council.

CLOSED SESSION:
B. Closed Session Pursuant to:
   2- Government Code Section 54956.9(a) – Conference with Legal Counsel – John Stewart v. City of Porterville, Aaron Sutherland and Mark Azevedo, U.S. District Court, Eastern District of California, Case No. 1:10-CV-00199-LJO-SMS.
7:00 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

City Attorney Julia Lew reported that no action had been taken in Closed Session.

Pledge of Allegiance Led by Council Member Pete V. McCracken

Invocation – one individual participated.

PROCLAMATIONS

Spirit of ’45 Day – August 14, 2010
Francisco Nuno – CCA Hall of Fame Inductee
Tule River Indian Tribe Recognition

PRESENTATIONS

Employee of the Month – Lupe Diaz (This item was removed from the Agenda)
Tulare County – Public Health Strategic Plan

ORAL COMMUNICATIONS

- Augie Gonzalez, 635 Salisbury Street, recognized the Members of the Tule River Tribe in attendance that evening, and thanked them and the City for their collaborative work.
- Johnny Dorame, 372 W. Belleview, congratulated Mr. Irish on his appointment as Mayor; and spoke of the need to address the issue of gangs and illegal immigrants in Porterville.
- An unidentified individual, 1) voiced concern with the need for weed abatement on City owned property near the river in the vicinity of Westwood and Orange; 2) spoke of the ongoing issue of vehicular traffic in the river bed and suggested that the City post “No Trespassing” signs; and 2) voiced concern with trash dumped in the river and requested that the City consider installing gates and implementing regular patrols.
- Former Council Member Felipe Martinez, voiced support for Item 18a.
- Nikki Edwards, lauded the work of the Police Department with the Animal Shelter, and urged the Council to proceed with building a permanent facility as soon as possible.
- Brock Neeley, spoke of an upcoming Suicide Prevention event, requested City participation and invited everyone to attend; and requested that the revenue generated from Item 13 be allocated for the new animal shelter.
- Dennis Townsend, voiced concern with the proposed action in Item 18a, requested that the item be pulled Consent Calendar, and requested that the Council not send the letter as proposed but instead request that the deadline be extended. Mr. Townsend alleged that the process for the fee to trust application had not been properly followed by the Tribe.
- Sam Cohen, Tule River Tribe Administrator, spoke in favor of Item 18a; elaborated on the process for the Tribe’s fee to trust application, and commented favorably on the Cooperation Agreement with the City.
- Dan Hackey, Tule River Tribal Member, spoke in favor of the letter of support from the
City as proposed in Item No. 18a.

- (Name inaudible), requested that the City Council not send the letter of support as proposed in Item No. 18a, suggesting that local businesses would be negatively impacted with a Tribal business in Porterville due to the Tribe’s tax advantage. At the gentleman’s request, approximately five to eight additional audience members stood in support of his comments.
- Mike Ennis, Tulare County Supervisor, spoke against approving the letter of support, suggesting that more information was needed prior to taking any action.
- Tom Stuart, General Manager of Eagle Mountain Casino, voiced support for Item 18a, and spoke of the positive economic impact the Tribe has had on Porterville.
- Taha Saleh, commented on his concern that the Tribe would have an unfair tax advantage which would ultimately harm local businesses.
- Jesse Carrillo, voiced support for Item 18a, and spoke favorably of the collaboration between the Tribe and the City.
- Kenny Nasa, spoke against Item 18a, and of the unfair tax advantage the Tribe would have in the event it opened a gas station in Porterville. He requested that if the Tribe wishes to open a business in Porterville, that it bring something new to the Community so as to not compete with current businesses.
- Ronnie Kazar, spoke against Item 18a, and commented that the Tribe’s operation of a gas station in Porterville would hurt other gas station owners, and suggested that it would create unfair competition.
- Wendy Lopez, 690 E. Orange, inquired as to whether there was a transit bus that ran the East Olive Avenue corridor.
- Fred Grund, Tule River Tribe Chief Financial Officer, voiced support for Item 18a, spoke of the Tribe’s interest in working together with the City, of the positive impact the tribal businesses have had on Porterville, and advised that the project has not yet be identified for the Airport area.
- Joseph Tomah, spoke against the letter of support proposed in Item 18a, and voiced concern with the tax advantage the Tribe would have over other businesses.
- John Coffee, voiced support for Item 18a and spoke of the benefits derived from the Tribe.
- Francis Hammond, spoke of the need for more shopping opportunities in Porterville and voiced support for Item 18a.
- Jessica Mahoney, voiced support for Item 18a, noting that the Tribe’s gas was not always cheapest in the area.
- Khris Saleh, requested that the Council consider appointing him to the Measure R Oversight Committee.
- Kay Garrett, a Paradise resident, commented on what she believed was an improvement on the Council with regard to trust and mutual respect.

CONSENT CALENDAR

Item Nos. 2 through 8, 11 through 15, 18, and 18a were removed for further discussion.

1. CITY COUNCIL MINUTES OF JUNE 15, 2010 AND JUNE 29, 2010

Recommendation: That City Council approve the minutes of June 15, 2010 and June 29, 2010.
9. ACCEPTANCE OF PROJECT – WELL NO. 31 PROJECT (PUMPING PLANT)

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.

10. NEW MEASURE H LOCAL CONSULTANT PREFERENCE REQUIREMENTS

Recommendation: That City Council adopt the Measure H Local Preference Procedures.

16. ADOPTION OF ANNUAL APPROPRIATION LIMIT

Recommendation: That City Council approve the attached draft resolution adopting the appropriation limit of $47,774,303 for the 2010/2011 fiscal year.

17. RESCINDING RESOLUTION 81-2010 AND ACCEPTING REVISED OFFICIAL CANVASS OF VOTES – JUNE 8, 2010 ELECTION

Recommendation: That City Council approve the draft resolution rescinding Resolution 81-2010 and accepting the revised Official Canvass of Votes for the June 8, 2010 Election.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council approve Item Nos. 1, 9, 10, 16 and 17. The motion carried unanimously.

18a. REQUEST FOR A LETTER OF SUPPORT FOR THE TULE RIVER INDIAN TRIBE’S FEE TO TRUST APPLICATION

Recommendation: That City Council authorize the Mayor to sign the draft letter.
City Manager Lollis introduced the item. Mayor Irish recused himself due to a conflict of interest and exited the Council Chambers. The City Manager then presented the staff report.

At Vice Mayor Hamilton’s request, City Attorney Lew provided a brief history of the item and clarified that the Council was considering support of the environmental assessment. He then inquired about the source of concerns raised with regard to a gas station.

- Dennis Townsend, spoke of the Governor’s response to the Fee to Trust Application and of his concerns about the absence of a business plan.

Vice Mayor Hamilton requested that the City Manager read the draft letter which was prepared for the Mayor’s signature for those in the audience.

Council Member Shelton spoke of information he had received from members of the community which upon further investigation proved false.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Shelton that the City Council authorize the Mayor to sign the draft letter.

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

Disposition: Approved

The Council recessed for ten minutes.

2. NEGOTIATED PURCHASE OF EIGHT POLICE PATROL VEHICLES

Recommendation: That City Council authorize staff to negotiate the purchase of eight (8) 2009 Ford Crown Victoria Police Interceptors utilizing the City of Sacramento’s contract with Downtown Ford; and further, that Council authorize payment upon satisfactory delivery of the equipment.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Ward inquired about the purchase of out of state vehicles and a brief discussion ensued about California Emission Standards.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member McCracken that the City Council authorize staff to negotiate the purchase of eight (8) 2009 Ford Crown Victoria Police Interceptors utilizing the City of Sacramento’s contract with Downtown Ford; and further, that Council authorize payment upon satisfactory delivery of the equipment. The motion carried unanimously.

Disposition: Approved

3. CONSOLIDATED WASTE MANAGEMENT AUTHORITY MEMBERSHIP
AGREEMENT PAYMENT

Recommendation: That City Council:

1. Authorize issuance of a check to CWMA for the following:
   a. Payment of $52,071.36 for the City’s for the City’s membership contribution; and
   b. $6,409 for the City’s portion of the CWMA’s awarded funds received from the Department of Resources Recycling and Recovery.

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

Council Member Ward inquired about the reasoning for participating in the JPA. Public Works Director Rodriguez spoke about the benefits of being a part of a larger group, which included the diversion rates. City Manager Lollis suggested that staff provide a memorandum to the Council with regard to diversion rates. Deputy Public Works Director/Field Services Manager Bryan Styles elaborated on the program and the benefits of participation.

The Council discussed continuing the item to the next meeting to allow staff and Council to research the issue further, and allow Council members the opportunity to attend a CWMA meeting. Council Member Shelton expressed his desire to save money, and a discussion followed regarding the City’s cost to manage its own waste.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council authorize issuance of a check to the CWMA for payment of $52,071.36 for the City’s for the City’s membership contribution; and $6,409 for the City’s portion of the CWMA’s awarded funds received from the Department of Resources Recycling and Recovery.

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

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that Council Member McCracken provide the Council with a report regarding CWMA. The motion carried unanimously.

Disposition: Approved

4. AUTHORIZATION TO ADVERTISE FOR BIDS – SCREENING, TESTING AND HAULING BIOSOLIDS

Recommendation: That City Council authorize staff to advertise for bids for the screening, testing, and hauling of Biosolids to an approved facility

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request.
Council Member Shelton inquired about staff testing of the soil.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Council Member M.O. 09-072010 Ward that the City Council direct staff to conduct soils testing to determine if more biosolids can be applied. The motion carried unanimously.

Disposition: Approved

5. **AUTHORIZATION TO ADVERTISE FOR BIDS – FIRE STATION #2 PARKING LOT EXPANSION PROJECT**

Recommendation: That City Council:
   1. Approve staff’s recommended Plans and Project Manual; and
   2. Authorize staff to advertise for bids on the Fire Station #2 Parking Lot Expansion Project.

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

Council Member Shelton inquired about grants available for the project. City Manager Lollis indicated that the expansion was part of the development of the classroom. He added that the City had been approached regarding use of the facility by the Fire Academy at Porterville College, and that if an agreement was approved would require the proposed parking stalls.

**COUNCIL ACTION:** MOVED by Council Member McCracken, SECONDED by Council Member M.O. 10-072010 Ward that the City Council approve staff’s recommended Plans and Project Manual; and authorize staff to advertise for bids on the Fire Station #2 Parking Lot Expansion Project. The motion carried unanimously.

Disposition: Approved

6. **AUTHORIZATION TO NEGOTIATE A CONTRACT FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE PUBLIC SAFETY BUILDING PROJECT**

Recommendation: That City Council:
   1. Authorize staff to define a scope of professional services and negotiate a contract with Taylor-Teter Partnership; and
   2. Authorize staff to negotiate a contract with the 2nd or 3rd ranked firm if staff is unable to negotiate an acceptable contract with Taylor-Teter Partnership.

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

Council Member Ward expressed his concern with proceeding due to the state of the City’s current budget situation, and did not see the benefit of proceeding with the building of a facility which the City did not have sufficient funds to operate and maintain. He also noted that building regulations and standards are changing regularly.

**COUNCIL ACTION:** MOVED by Council Member Ward, SECONDED by Council Member
M.O. 11-072010 Shelton that the City Council postpone the item indefinitely.

**Disposition:** Item postponed indefinitely.

**7. AWARD OF CONTRACT - JAYE STREET SEWER AND WATER EXTENSION PROJECT**

**Recommendation:** That City Council:

1. Award the Jaye Street Sewer and Water Extension Project to 99 Pipeline, Inc. in the amount of $154,092.00;
2. Authorize progress payments up to 90% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen construction costs and 10% management, quality control and inspection; and
4. Approve the expenditure of funds for the water system component of this project as outlined in the un-adopted 10/11 Annual Budget.

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

Council Member Shelton asked staff to elaborate on the bid requirements and the determination that one bid was unresponsive. City Attorney Lew advised of legal ramifications in the event an unresponsive bid was awarded a contract.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Council Member Ward that the City Council reject all bids and direct staff to re-bid the project.

**M.O. 12-072010**

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

**COUNCIL ACTION:** MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council award the Jaye Street Sewer and Water Extension Project to 99 Pipeline, Inc. in the amount of $154,092.00; authorize progress payments up to 90% of the contract amount; authorize a 10% contingency to cover unforeseen construction costs and 10% management, quality control and inspection; and approve the expenditure of funds for the water system component of this project as outlined in the un-adopted 10/11 Annual Budget.

**M.O. 13-072010**

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

Disposition: Approved

8. AWARD OF CONTRACT – OLIVE AVENUE WATER PROJECT

Recommendation: That City Council:
1. Award the Olive Avenue Water Project to Halopoff and Sons, in the amount of $188,169.10;
2. Authorize progress payments up to 90% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen construction costs and 10% for construction management, quality and inspection.

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

Council Member Shelton again expressed concern with regard to the bid that was deemed unresponsive, and City staff elaborated on the circumstances.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member McCracken that the City Council award the Olive Avenue Water Project to Halopoff and Sons, in the amount of $188,169.10; authorize progress payments up to 90% of the contract amount; and authorize a 10% contingency to cover unforeseen construction costs and 10% for construction management, quality and inspection. The motion carried unanimously.

Disposition: Approved

11. FOOTHILL PARKWAY PRECISE ALIGNMENT PLAN

Recommendation: That City Council:
1. Direct Engineering to contact and invite the Rocky Hill property owners to meet and discuss Foothill Parkway;
2. If consensus can be reached on the Foothill Parkway alignment, direct Engineering to prepare the necessary documents defining the precise alignment and limits of Foothill Parkway; and
3. Direct Engineering to present a report to City Council identifying the Foothill Parkway and request that Council accept the Foothill Parkway.

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

Vice Mayor Hamilton made a motion to reject the item and have it brought back in a different format. The motion was SECONDED by Mayor Irish.

Vice Mayor Hamilton indicated that he had distributed information to the Council Member’s
with regard to the item, and would like the Council to have time to review it.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council postpone consideration of Vice Mayor Hamilton’s motion to the next meeting. The motion carried unanimously.

Disposition: Item continued.

12. REQUEST TO APPLY FOR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS

Recommendation: That the City Council:
1. Authorize the filing of the grant application; and
2. Authorize the Mayor to sign all necessary documents as they pertain to the grant; and
3. Authorize a budget adjustment upon receipt of the funds.

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

Council Member Ward spoke in support of the use of a helicopter for increased public safety.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council authorize the filing of the grant application; authorize the Mayor to sign all necessary documents as they pertain to the grant; and authorize a budget adjustment upon receipt of the funds. The motion carried unanimously.

Disposition: Approved

13. PROPOSED AGREEMENT WITH CITY OF WOODLAKE FOR PROVISION OF ANIMAL SHELTERING SERVICES

Recommendation: That City Council:
1. Approve the attached agreement between the City of Porterville and the City of Woodlake, for the provision of animal sheltering services; and
2. Authorize the Mayor to sign the appropriate document to implement the agreement.

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

Council Member Ward spoke in favor of increasing the rate from $30 to $40.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council approve the attached agreement between the City of Porterville and the City of Woodlake for the provision of animal sheltering services, as amended for rate of $40; and authorize the Mayor to sign the
appropriate document to implement the agreement.

Disposition:  Approved, as amended.

14. SALE OF SURPLUS VEHICLES TO THE CITY OF EXETER

Recommendation: That City Council:
1. Approve the sale of the listed surplus vehicles to the City of Exeter; and
2. Authorize the Purchasing Agent to transfer title to the City of Exeter.

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

Council Member Shelton indicated that he was initially concerned with the amount, but when compared to the amount received at auction he could see the benefit.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the City Council approve the sale of the listed surplus vehicles to the City of Exeter; and authorize the Purchasing Agent to transfer title to the City of Exeter. The motion carried unanimously.

Disposition:  Approved

15. AUTHORIZATION TO ROLL WEEP ABATEMENT BALANCES TO THE PROPERTY TAX ROLLS

Recommendation: That City Council adopt the draft resolution authorizing the County Auditor to place these items on the property tax rolls for collection.

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

Council Member Shelton shared that he had spoke with Rita Woodard, Tulare County Treasurer/Tax Collector regarding abatement sales and requested that staff research options available for next year. Council Member McCracken offered a friendly amendment, which would direct staff to start looking at alternative at the next meeting. The amendment was accepted by Council Member Ward.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member McCracken that the City Council adopt the draft resolution authorizing the County Auditor to place these items on the property tax rolls for collection; an direct staff to provide options at the next meeting. The motion carried unanimously.

Disposition:  Approved, and direction given.

18. SCHEDULING OF FY 2010-2011 BUDGET STUDY SESSIONS
Recommendation: That City Council approve the scheduling of the Study Sessions as proposed.

- Tuesday, July 27, 2010; 6:00 p.m.
- Tuesday, August 24, 2010; 6:00 p.m.
- Tuesday, August 31, 2010; 6:00 p.m.
- Tuesday, September 14, 2010; 6:00 p.m.
- Tuesday, September 28, 2010; 6:00 p.m.

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

Council Member Ward expressed concern with the timeline, and after brief discussion indicated that he would raise those concerns once again at the first scheduled study session.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member M.O. 18-072010 McCracken that the City Council approve the scheduling of the Study Sessions as proposed. The motion carried unanimously.

Disposition: Approved

The Council recessed for ten minutes.

SCHEDULED MATTERS
19. CONSIDERATION OF APPOINTMENT TO MEASURE R CITIZENS’ OVERSIGHT COMMITTEE

Recommendation: That City Council consider the appointment of an individual to serve as the City of Porterville’s representative on the Measure R Citizens’ Oversight Committee, for the term expiring on June 30, 2011.

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

Vice Mayor Hamilton nominated Kent Hopper.

Council Member McCracken nominated Wayne Foltz.

Council Member McCracken and Mayor Irish requested that the Council consider appointing an alternate, in the event that the Measure R Committee changes to allow for an alternate.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council close nominations. The motion carried unanimously.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Ward that the City Council appoint Kent Hopper to the Measure R Citizens’ Oversight Committee for the term expiring on June 30, 2011.
Council Member Shelton nominated Khris Saleh as the alternate, and Vice Mayor Hamilton nominated Wayne Foltz.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that nominations be closed. The motion carried unanimously.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the City Council appoint Khris Saleh as a possible alternate on the Measure R Citizens’ Oversight Committee for the term expiring on June 30, 2011.

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

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council appoint Wayne Foltz as a possible alternate on the Measure R Citizens’ Oversight Committee for the term expiring on June 30, 2011.

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

Disposition: Appointed committee member and possible Alternate.

20. DESIGNATION OF VOTING DELEGATES AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES 2010 ANNUAL CONFERENCE – SEPTEMBER 15-17, 2010

Recommendation: If there is interest in Council Member attendance at the League of California Cities Annual Conference, that the City Council designate one City Council Member to serve as a voting delegate, and one City Council Member to serve as an alternate voting delegate at the Conference.

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

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council continue the item to August 4, 2010. The motion carried unanimously.

Recommendation: That 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
1. 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;
2. Authorize progress payments up to 90% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen construction management, quality control testing and inspection; or

Option No. 3
1. Award the Micro-Surfacing Project to Intermountain Slurry Seal as bid in the amount of $1,047,935.56;
2. Authorize progress payments up to 90% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen construction costs and 2.5% for construction; and
4. Appropriate available Local Transportation Funds to offset the funding shortfall.

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

Council Members Ward and Shelton expressed concern with awarding a contract to a contractor whose bid exceeded the Engineer’s Estimate by 25.7%. A discussion then ensued with regard to timelines associated with re-bidding the project. Council Member Shelton offered an amendment to the motion to reject all bids and direct the City Engineer to immediately go out to bid. Council Member Ward accepted the friendly amendment to his motion.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council reject all bids and immediately go out to bid. The motion carried unanimously.

Disposition: Approved Option 1, as amended.

22. PRELIMINARY ANNUAL ENGINEER’S REPORT OF ASSESSMENTS FOR LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS AND SETTING A PUBLIC HEARING

Recommendation: 1. That the City Council adopt Resolutions:
   a. Ordering the preparation of an Engineer’s Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 2010-2011.

c. Declaring the intent to levy and collect assessments for Fiscal Year 2010-2011, and offering a time and place for hearing objections thereto.

2. Further, that the City Council set a public hearing for 7:00PM on August 3, 2010 regarding the Engineer’s Report and proposed assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2010-2011.

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

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the City Council adopt resolutions ordering the preparation of an Engineer’s Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 2010-2011; giving preliminary approval to the Engineer’s Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2010-2011; and declaring the intent to levy and collect assessments for Fiscal Year 2010-2011, as amended to reflect correct amounts per staff, and offering a time and place for hearing objections thereto; further that the City Council set a public hearing for 7:00PM on August 3, 2010 regarding the Engineer’s Report and proposed assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2010-2011. The motion carried unanimously.

Disposition: Approved, as amended.

23. CONSIDER RESOLUTIONS PERTAINING TO ENGINEER’S REPORTS AND THE SETTING OF A PUBLIC HEARING FOR INCLUSION WITHIN LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS FOR THE ESTABLISHMENT OF TAX ASSESSMENTS UPON PARCELS LOCATED WITHIN GARDEN COURT VILLAS SUBDIVISION, MEADOW BREEZE PHASE 3 SUBDIVISION, AND MOOREA MANOR SUBDIVISION

Recommendation: That City Council adopts:

1. A Resolution Ordering the Proceedings and the preparation of the Engineer’s Report for Amendment No. 1 to District 323; Annexation No. 1 to District #34; and Formation of Landscape and Lighting Maintenance District No. 46;

2. A Resolution giving Preliminary Approval to Engineer’s Reports; and


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

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the City Council adopt A Resolution Ordering the Proceedings and the preparation of the Engineer’s Report for Amendment No. 1 to District
323; Annexation No. 1 to District # 34; and Formation of Landscape and Lighting Maintenance District No. 46; A Resolution giving Preliminary Approval to Engineer’s Reports; A Resolution Giving Preliminary Approval to Engineer’s Reports; and A Resolution Declaring Intent to Amend, Annex, and Form District, Levy and Collect Assessments, as amended to correct 40% to 29% in the District 46 report, and Setting a Public Hearing for August 3, 2010. The motion carried unanimously.

Disposition: Approved, as amended.

**ORAL COMMUNICATIONS**
- Dennis Townsend, voiced concern with the process on Item 18a and of comments made by Council, and voiced disappointment in the manner in which the Item was added onto the Agenda.
- Joe Petrosius, Petrosius Construction, inquired as to how staff concluded that Petrosius Construction would not be performing at least 51% of the work in their bid submitted on Item No. 7.

**OTHER MATTERS**
- Council Member Shelton requested that a comprehensive review of the Lighting and Landscape Maintenance Districts be added to the Agenda. City Manager Lollis advised that he had previously received direction in that regard. Council Member Shelton then acknowledged Mr. Khris Saleh in the audience and thanked him for his interest in serving on the Measure R Oversight Committee.
- Council Member McCracken requested that an item be placed on the next Agenda to discuss the order of business on the Council Agenda.
- Council Member Ward, 1) spoke of the Leadership Porterville Graduation and extended congratulations to the graduates; 2) acknowledged Mr. Lollis’ long day having just arrived on a flight from Arkansas that day; and 3) requested that an item be added to the Agenda to consider changing the time and frequency of regular Council Meetings.

**ADJOURNMENT**
The City Council adjourned at 11:34 p.m. to the meeting of July 27, 2010 at 6:00 p.m.

Luisa Herrera, Deputy City Clerk

SEAL

Ronald L. Irish, Mayor
Call to Order at 5:30 p.m.
Roll Call: Council Member McCracken, Vice Mayor Hamilton, Council Member Shelton, Mayor Irish
Absent: Council Member Ward

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

JOINT CITYCOUNCIL/PORTERVILLE REDEVELOPMENT AGENCY MINUTES
291 N. MAIN STREET, PORTERVILLE, CA 93257

Roll Call: Agency Member McCracken, Vice Chairman Hamilton, Agency Member Shelton, Chairman Irish
Absent: Agency Member Ward

ORAL COMMUNICATIONS
None

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

During Closed Session, the Joint Redevelopment/City Council Meeting adjourned to a City Council Meeting.

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

6:30 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION
City Attorney Julia Lew reported that no reportable action was taken.
Pledge of Allegiance Led by Council Member Hamilton
Invocation – a moment of silence was observed.

**PROCLAMATIONS**
Army Corp. Brett Land
W. Jaxon Baker, Inc.

**REPORTS**
- Council Member McCracken reported on the recent TCAG meeting he attended during which it was announced that the Board of Supervisors had approved the Joint Powers Agreement that was before the Council that evening as Item No. 20. He added that the intent of the majority requirement in the JPA was also clarified to require a majority of both the cities within the County, as well as a majority of the population. Additionally, he advised that a committee had been formed to conduct a performance evaluation of Executive Director Ted Smalley, and that the next TCAG meeting would begin early to allow time for project review.

**ORAL COMMUNICATIONS**
- Boyd K. Leavitt, a Porterville resident, voiced support for e-billing for City utilities.
- Jim Podergois, requested that the Council place on a future agenda an item to consider amending the City’s ordinance regarding the location of card rooms and the number of allowable card tables.

**CONSENT CALENDAR**
Items 1, 2, 8, 9 and 10 were removed for further discussion.

3. **ACCEPTANCE OF PROJECT – MATHEW STREET & MORTON AVENUE WATER TRUNK LINE PROJECT**

Recommendation: That the 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.

Documentation: M.O. 01-111610
Disposition: Approved.

4. **ACCEPTANCE OF PROJECT – OLIVE AVENUE WATER PROJECT**

Recommendation: That the 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.
5. ACCEPTANCE OF PROJECT – AIRPORT ELECTRICAL UPGRADES

Recommendation: That the 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.

6. INTENT TO VACATE A PUBLIC UTILITY EASEMENT PREVIOUSLY RESERVED AND EXCEPTED FROM A VACATED ALLEY RELATED TO THE VILLA SIENNA APARTMENT COMPLEX (PORTERVILLE HOUSING PARTNERS, LP)

Recommendation: That the City Council:
1. Pass a Resolution of Intent to Vacate a public utility easement described in Document No. 1998-0042856, recorded June 17, 1998, in the Office of the Tulare County Recorder; and
2. Set the Council Meeting of December 21, 2010, or as soon thereafter, as the time and place for a public hearing.

7. PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT – JAYE STREET BRIDGE OVER THE TULE RIVER

Recommendation: That the City Council:
1. Approve the subject program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct staff to return the signed program supplement to CalTrans.

11. Community Conveners Workshop

Recommendation: That the City Council allow staff to participate in the Community Conveners Workshop and support the request for travel and lodging expenses.
12. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE CHAMBER OF COMMERCE AND ROTARY CLUB OF PORTERVILLE ANNUAL CHILDREN’S CHRISTMAS PARADE – DECEMBER 2, 2010

Recommendation: That the City Council:
1. Approve the Community Civic Event Application from the Porterville Chamber of Commerce and Rotary Club of Porterville subject to the restrictions and requirements contained in the Application, Agreement, and Exhibit A of the Community Civic Event Application;
2. Authorize the temporary suspension of the Fixed Route Transit System from 4:30 p.m. to 7:00 p.m. on December 2, 2010; and
3. Restrict the closure of parking spaces in front of City Hall from 3:00 p.m. to 5:00 p.m., to those at the north end of City Hall along Main Street.

12A. REQUEST FOR STREET CLOSURE – MYERS’ SIXTEENTH ANNUAL CHRISTMAS TREE MEMORIAL SERVICE

Recommendation: That the City Council approve the closure of “E” Street, between Putnam and Cleveland, on December 7, 2010, from 5:00 p.m. to 9:00 p.m. subject to the conditions specified.

12B. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE AREA MINISTERIAL ASSOCIATION – TREE LIGHTING CEREMONY, NOVEMBER 26, 2010

Recommendation: That the City Council approve the Community Civic Event Application and Agreement submitted by the Porterville Area Ministerial Association, subject to the stated requirements contained in the Application, Agreement and Exhibit A.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the Council approve Item Nos. 3 through 7, 11, 12, 12a and 12b.


City Manager Lollis presented the item and indicated that the item had been pulled for abstention by Council Member Shelton and Mayor Irish for the Council Minutes of January 30, 2008. A brief discussion ensued during which City Attorney Lew advised that Council Members need not abstain on Minutes for meetings that took place prior to their taking office.

COUNCIL ACTION: MOVED by Council member McCracken, SECONDED by Council M.O. 08-111610 Member Hamilton that the Council approve the City Council Minutes of January 30, 2008, October 12, 2010 and November 2, 2010, noting the abstention of Council Member Shelton and Mayor Irish from the Minutes of January 30, 2008.

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

Disposition: Approved.

2. REJECT ALL BIDS – SOUTH JAYE STREET & POPLAR DITCH BOX CULVERT CROSSING

Recommendation: That the City Council reject all bids and direct the City Engineer to re-advertise the project.

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

Vice Mayor Hamilton inquired about the engineer’s estimate and asked if a trend in higher bids was taking place. Public Works Director Baldo Rodriguez noted that it was customary for staff to recommend rejection of bids over 10% of the engineer’s estimate, and indicated that he suspected the next round of bids would come back at around the same cost if not higher.

Council Member Shelton questioned Public Works Director Rodriguez and requested that he share his opinion with regard to the matter. Council Member McCracken objected.
COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Mayor Irish that the City Council approve Council Member Shelton’s request to ask the opinion of a staff member.

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

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Mayor Irish that the City Council award contract in the amount of $179,900.00 to Floyd Johnston Construction Co., Inc.

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

Disposition: Approved

8. PROCEDURES FOR SELLING CITY OWNED REAL PROPERTY

Recommendation: That the City Council approve the sale of properties APN – 263-161-006 and APN – 263-120-043.

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

Council Member McCracken communicated his reluctance to sell property due to the current condition of the market. Council Member Shelton spoke in favor of the surplussing of City-owned property. He then made a motion to continue the item, which died for lack of a second.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member McCracken that the City Council approve the sale of properties APN – 263-161-006 and APN – 263-120-043.

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

Disposition: Denied

9. RECLAMATION EXTRACTION WELL
Recommendation: That the City Council authorize adjusting the 2010/2011 Capital Improvement Project budget by $50,000 for the refurbishing and conversion of an existing well into an effluent extraction well.

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

Council Member Shelton spoke in favor of the item, and requested that staff monitor incidents of vandalism at well sites.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the City Council authorize adjusting the 2010/2011 Capital Improvement Project budget by $50,000 for the refurbishing and conversion of an existing well into an effluent extraction well

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

Disposition: Approved

10. JUVENILE DIVERSION PROGRAM

Recommendation: That the City Council discontinue funding for the Thunderbolt officer assigned to the Department and divert funding to the Juvenile Diversion Program.

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

Council Member Shelton commended the Police Chief for bringing forward an in-house program.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the City Council discontinue funding for the Thunderbolt officer assigned to the Department and divert funding to the Juvenile Diversion Program.

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

Disposition: Approved
PUBLIC HEARINGS

13. ADOPTION OF CALIFORNIA BUILDING AND FIRE CODES

Recommendation: That the City Council:
1. Conduct a Public Hearing to receive input regarding the adoption of the 2010 Editions of the California Building, Plumbing, Mechanical, Electrical, Fire, Green Building Standards, Residential, Administrative, Reference Standards, and Energy Codes;
2. Review and decide whether to adopt Appendices A4 and A5 in whole or in part of the 2010 California Greed Building Standards Code; and
3. Adopt the proposed Ordinances, give First Readings and order the Ordinances to print.

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

The public hearing was opened at 7:05 p.m.

- Brock Neeley, voiced opposition to making Green Building Standards voluntary.

The public hearing was closed at 7:07 p.m.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council approve the proposed Ordinances with green building requirements to be voluntary, give First Readings and order the Ordinances to print, being 1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTIONS 7-1, 7-2, AND 7-3.4 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE ALONG WITH DESIGNATED APPENDICES PUBLISHED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; THE 2010 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; THE 2010 CALIFORNIA RESIDENTIAL CODE AND THE 2010 CALIFORNIA ENERGY CODE PUBLISHED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; 2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTION 7-4 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; 3) AN ORDINANCE OF

Ordinance 1770

Ordinance 1771

Ordinance 1772

THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTION 7-6 OF THE MUNICIPAL CODE OF THE
CITY OF PORTERVILLE ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; 4) AN ORDINANCE OF

Ordinance 1773


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

The City Manager read the Ordinances by title only.

Disposition: Approved

14. REQUEST FOR CONDITIONAL USE PERMIT TO ALLOW AN ON-SALE TYPE 41 (BEER AND WINE) LICENSE TO BE SOLD IN CONJUNCTION WITH SERVING MEALS LOCATED AT 887 W. OLIVE AVENUE

Recommendation: That the City Council:
1. Adopt the draft resolution approving Conditional use Permit 5-2010 subject to conditions of approval; and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

City Manager Lollis introduced the item, and the Assistant Planner Fernando Rios presented the staff report.
The public hearing opened at 7:12 p.m. Seeing no one, the Mayor closed the public hearing at 7:13 p.m.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council adopt the draft resolution approving Conditional use Permit 5-2010 subject to conditions of approval; and authorize the Mayor to sign the Letter of Public Convenience or Necessity.

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

Disposition: Approved

The Council recessed for ten minutes.

15. SIERRA VALLEY – TENTATIVE SUBDIVISION MAP 1-2010 (BOB PURKISS)

Recommendation: That the City Council:
1. Adopt the draft resolution approving the Mitigated Negative Declaration for Sierra Valley Tentative Subdivision Map 1-2010; and
2. Adopt the draft resolution approving Sierra Valley Tentative Subdivision Map 1-2010.

City Manager Lollis introduced the item. Council Member Shelton recused himself due to his having a leasehold interest within 500 feet. Associate Planner Jose Ortiz presented the staff report.

The public hearing opened at 7:26 p.m.

- Ethel Corn, 1028 N. Highland Drive, spoke in favor of the project, but voiced concern with plans for Highland Drive.

The public hearing closed at 7:29 p.m.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council continue the public hearing to the next City Council meeting on December 7, 2010.

AYES: McCracken, Hamilton, Irish
NOES: None
ABSTAIN: Shelton
ABSENT: Ward
16. CONSIDERATION OF PARKING FEES AT THE SPORTS COMPLEX

Recommendation: That the City Council consider amending the Sports Complex parking fee to coincide with one of the suggested fees.

City Manager Lollis introduced the item, and the staff report was presented by Parks and Leisure Services Director Milt Stowe.

The public hearing was opened at 7:30 p.m.

- Khris Saleh, 1206 W. Westfield, spoke in favor of the proposed new fee structure and of the paving of an additional parking lot.
- Brock Neeley, spoke in favor of the fee with the caveat that the revenue be restricted to use at only that facility.
- Robert Rodriguez, 1117 W. Brown, requested clarification on the proposed fees and voiced opposition to adding fees to the registration.
- AYSO Representative (name inaudible), spoke against placing a fee at registration, noting that some families have multiple children.

The public hearing was closed at 7:37 p.m.

Council Member Shelton expressed his belief that the proposed action was a type of back door deficit spending.

Vice Mayor Hamilton spoke in favor of the use of the parking fees for maintenance of the Sports Complex.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council approve the proposed fee of $1.50 per participant per game at the time of registration.

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

Disposition: Approved

16a. RESOLUTION OF NECESSITY PERTAINING TO THE ACQUISITION OF A PORTION OF PROPERTY (6,024 SQ. FEET) LOCATED AT APN #268-120-004,
Recommendation: That the City Council:
1. Hear testimony from the owners and/or their representative(s), if they appear at the hearing and request to be heard;
2. Adopt the proposed Resolution of Necessity; and
3. Authorize the City Attorney to take all appropriate action necessary to acquire said property on behalf of the City of Porterville.

City Manager Lollis introduced the item, and City Attorney Lew presented the staff report.

The public hearing opened at 7:44 p.m.

- Daryl Nicholson, property owner, spoke about 1) issues with the property identified in the Resolution of Necessity; 2) issues with the appraised value of the property; and 3) concerns with the development plan.

The public hearing was closed at 7:49 p.m.

Council Member Shelton inquired about costs of improvements to the developer in the event a permit was pulled. Staff provided estimated costs for curb and gutter.

City Attorney Lew provided a brief update of activity as it pertained to this property and the previous property, for which Council had already adopted a Resolution of Necessity.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Mayor Irish that the City Council adopt the proposed Resolution of Necessity; and authorize the City Attorney to take all appropriate action necessary to acquire said property on behalf of the City of Porterville.

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

Disposition: Denied

SECOND READINGS
17. ORDINANCE 1768, RENAMING LIBRARY BOARD OF TRUSTEES AND INCREASING NUMBER OF MEMBERS

Recommendation: That the Council give Second Reading to Ordinance No. 1768, waive further reading, and adopt said Ordinance.
City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: Moved by Council Member McCracken, seconded by Vice Mayor Hamilton that the City Council give Second Reading to Ordinance No. 1768, waive further reading, and adopt said Ordinance, being an ordinance of the City Council of the City of Porterville amending Chapter 14, Article II, Library Board of Trustees, of the Porterville Municipal Code.

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

The City Manager read the Ordinance by title only.

Disposition: Approved

18. ORDINANCE 1769, REGARDING OPEN BURNING, RECREATIONAL FIRES, AND PORTABLE, OUTDOOR FIREPLACES

Recommendation: That the Council give Second Reading to Ordinance No. 1768, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: Moved by Council Member McCracken, seconded by Vice Mayor Hamilton that the City Council give Second Reading to Ordinance No. 1769, waive further reading, and adopt said Ordinance, being an ordinance of the City Council of the City of Porterville amending Chapter 12, Article 1, Section 12-1.8 regarding open burning, recreational fires and portable outdoor fireplaces.

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

The City Manager read the Ordinance by title only.

Disposition: Approved

SCHEDULED MATTERS
19. CONSIDERATION OF REFINANCING 1997 SEWER BOND ISSUE
Recommendation: That the City Council approve proceeding with the refinancing of the 1997 sewer bond, and provide direction in refinancing of either maintaining the current bond term, or extending the term and receiving new monies.

City Manager Lollis introduced the item and presented the staff report. He also spoke of favorable interest rates and construction costs.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member McCracken that the City Council approve the draft resolution to refinance the bond and extend the bond term an additional 22 years and receive monies for infrastructure (Draft Resolution No. 2).

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

Disposition: Approved

20. REVISION OF TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) JOINT POWERS AGREEMENT

Recommendation: That the City Council consider the proposed Amendments to the TCAG JPA, and give direction accordingly.

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

Council Member McCracken presented information regarding a modification to the agreement which was approved by the County Board of Supervisors, which would require a majority of the board, a majority of the cities, and a majority of the incorporated population.

Vice Mayor Hamilton and Council Member Shelton expressed concern with the proposed majority rule pertaining to JPA.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council continue the item to the meeting of December 21st, and directed staff to request Mr. Smalley be present.

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

Disposition: Approved
The City Council Meeting adjourned at 8:20 p.m. to a meeting of the Porterville Public Financing Authority.

PORTERVILLE PUBLIC FINANCING AUTHORITY MINUTES
November 16, 2010

Roll Call: Director McCracken, Vice Chairman Hamilton, Director Shelton, Chairman Irish
Absent: Director Ward

WRITTEN COMMUNICATION
None

ORAL COMMUNICATIONS
None

PUBLIC FINANCING SCHEDULED MATTER
PFA-1. ANNUAL MEETING OF THE PORTERVILLE PUBLIC FINANCING AUTHORITY

Recommendation: That the City Council, sitting as the Porterville Public Financing Authority, hold a public meeting in accordance with the Authority’s By-laws, accept public comment, and approve the 2010 Status Report for the Redevelopment Bond Issue #1 and refinance of Tax Allocation Bond Projects.

City Manager Lollis introduced the item, and Development Associate Denise Merchant presented the staff report. Following the staff report she noted that the 2008 Total Refinance Bond Issue amount on Attachment No. 1 should read $8,465,000, Redevelopment Fund should read $6,665,000, and Low and Moderate Income Housing Fund should read $1,800,000.

AUTHORITY ACTION: MOVED by Vice Chair Hamilton, SECONDED by Director McCracken that Public Financing Authority approve the 2010 Status Report for the Redevelopment Bond Issue #1 and refinance of Tax Allocation Bond Projects.

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

Disposition: Approved

The Public Financing Authority adjourned at 8:25 p.m. to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS
• Khris Saleh, a Porterville resident, voiced concern with the lack of decorum of the
Council and urged the members to treat each other with respect and courtesy.

OTHER MATTERS

• Council Member Shelton, 1) spoke of Corp. Brett Land’s funeral and of the many residents who paid their respects; 2) spoke of the Pathways Program event recently held at the Galaxy Theater and lauded the program; 3) thanked Parks & Leisure Services Director Milt Stowe and staff, as well as the Chamber of Commerce, for their efforts with regard to the Christmas lights on Main Street; 4) requested that the City surplus the property consisting of approximately seven acres east of the armory. A brief discussion ensued regarding the status of the Prop 84 grant monies and the potential of the City obtaining funds; and 5) inquired regarding a report from the Oversight Committee for the Fair loan.

• Mayor Irish, voiced pride in the outpouring of sentiment for Corp. Brett Land’s funeral; spoke of the tremendous effort involved in executing the occasion, and extended thanks to City staff, the school districts, Chamber of Commerce, Church of the Nazarene, and many local businesses.

ADJOURNMENT

The City Council Meeting adjourned at 8:32 p.m. to the meeting of December 7, 2010.

_________________________________
Luisa Herrera, Deputy City Clerk

SEAL

__________________________________
Ronald L. Irish, Mayor
CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 1, 2011, 6:30 P.M.

Call to Order at 6:30 p.m.
Roll Call: Council Member McCracken, Vice Mayor Hamilton, Council Member Shelton, Council Member Ward (arrived late)
Absent: Mayor Irish

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

REPORTS
• Council Member Shelton spoke of recent events he attended, including ground breaking ceremonies for Burton School District; the Tule River Tribe’s groundbreaking for their new wastewater treatment facility; a VFW Dinner; a Tea Party meeting at Charlie’s; a Sesquicentennial Committee meeting; Edison’s Flip the Switch event; and the Law Enforcement Dinner.

ORAL COMMUNICATIONS
• Curtis Rogers, 21990 Avenue 168, voiced concern with various matters concerning the February 15, 2011 City Council Meeting including, Vice Mayor Hamilton’s attendance via teleconference; the Council’s award of contract to Specialty Construction instead of the local bidder in Item 23; and the Council’s action in Item No. 24 concerning contracting for transit administration services.
• Jeannie Rogers, expressed concern with the Council’s award of the contract for the Martin and Rocky Hill Reservoir Project to Specialty Construction on February 15th instead of a local bidder.

CONSENT CALENDAR
Item Nos. 1, 2, 3, 5 and 8 were removed for further discussion.

4. ADOPTION OF RESOLUTION FOR THE PURCHASE OF PROPERTY LOCATED AT APN NO. 261-030-062 –SABATINO

Recommendation: That the City Council:
1. Authorize staff to begin escrow with the City paying all escrow fees;
2. Adopt the draft resolution accepting a Grant Deed from Murphy A. Sabatino and Jennifer L. Sabatino Trust;
3. Authorize staff to make payment to Murphy A. Sabatino and Jennifer L. Sabatino Trust, in the amount of $215,000 after completion of escrow;
4. Authorize the Mayor to sign all necessary documents; and
5. Authorize staff to record all documents with the County Recorder.

Documentation: Resolution No. 06-2011
Disposition: Approved.
6. THIS ITEM HAS BEEN REMOVED

7. SCHEDULING OF ADJOURNED COUNCIL MEETING FOR ANNUAL SETTING OF GOALS AND OBJECTIVES

Recommendation: That the City Council consider utilizing the “strategic planning” process for establishing its goals and priorities for the coming fiscal year, and schedule an adjourned meeting for establishing such goals and priorities on a Saturday morning during the month of March.

Documentation: M.O. 01-030111
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council approve Item Nos. 4 and 7.

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

1. AUTHORIZATION TO ADVERTISE FOR BIDS – HERITAGE CENTER TRAILWAY EXTENSION (RAILS TO TRAILS PHASE II) PROJECT

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

Deputy City Manager Milt Stowe presented the item. In response to a question posed by Council, Public Works Director Baldo Rodriguez elaborated on the Measure R funds dedicated for pedestrian/bike uses.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the Council approve staff’s recommended plans and project manual; and authorize staff to advertise for bids on the project.

M.O. 02-030111

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

Disposition: Approved.

2. AUTHORIZATION TO ADVERTISE FOR BIDS – WASTE WATER TREATMENT FACILITY SPRAYED POLYURETHANE ROOFING PROJECT

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

Deputy City Manager Milt Stowe presented the item. In response to an inquiry made by Council, Public Works Director Baldo Rodriquez spoke of the performance of the sprayed polyurethane roofing product and confirmed that cost comparison data on the various roofing products would be provided to the Council Members via memorandum.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the Council approve staff’s recommended plans and project manual; and authorize staff to advertise for bids on the project.

M.O. 03-030111

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

Disposition: Approved.

3. ACCEPTANCE OF BIDS FOR PAINTING AND CEILING RENOVATION OF THE EARLY LEARNING CENTER

Recommendation: That the City Council accept the ceiling renovation bid of $2,505 from Laubacher Construction and the painting bid of $695 from Joe L. Jimenez.

Deputy City Manager Milt Stowe presented the item. In response to an inquiry from Council, staff elaborated on the plans and confirmed that the proposed work was consistent with the planned Library renovations.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the Council accept the ceiling renovation bid of $2,505 from Laubacher Construction and the painting bid of $695 from Joe L. Jimenez.

M.O. 04-030111

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

Disposition: Approved.

5. APPROVE AIRPORT IMPROVEMENT PROJECT GRANT APPLICATION

Recommendation: That the City Council:
1. Approve the submission of an Application for Federal Assistance to the FAA for a grant request in the amount of $133,000;
2. Authorize the filing of a 2.5% matching application with the California Department of Transportation;
3. Authorize the execution of both the FAA and State Grant Agreements when awarded;
4. Authorize the expenditure of the City’s share in the amount of $3,675 from the Airport Development Fund; and
5. Authorize the City Manager to sign all documents on behalf of the City.

Deputy City Manager Milt Stowe presented the item. Council Member Shelton spoke in favor of pursuing the grant funds.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the Council approve the submission of an Application for M.O. 05-030111 Federal Assistance to the FAA for a grant request in the amount of $133,000; authorize the filing of a 2.5% matching application with the California Department of Transportation; authorize the execution of both the FAA and State Grant Agreements when awarded; authorize the expenditure of the City’s share in the amount of $3,675 from the Airport Development Fund; and authorize the City Manager to sign all documents on behalf of the City.

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

Disposition: Approved.

8. REVIEW OF LOCAL EMERGENCY STATUS

Recommendation: That the City Council:
1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8690 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

Deputy City Manager Milt Stowe presented the item. In response to a question posed by Council regarding reimbursement from state and federal agencies, Public Works Director Baldo Rodriguez updated the Council on the recent meeting and the process with CEMA and FEMA.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the Council receive the status report and review of the designated local emergency; and pursuant to the requirements of Article 14, Section 8690 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

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

Disposition: Approved.
Vice Mayor Hamilton acknowledged Tule River Tribal Council Member Kevin Bonds in the audience and thanked him for his attendance.

**SCHEDULED MATTERS**

9. **APPROVAL OF ZALUD AND MURRY PARKS CONCESSION LICENSE AGREEMENT**

Recommendation: That the City Council approve the Zalud Park Concession building and renewal of Murry Park Concession License Agreement.

Deputy City Manager Milt Stowe presented the item and staff report. A brief discussion ensued as to whether or not this item was distinguishable from those items which utilized the RFP process.

**COUNCIL ACTION:**

MOVED by Council Member Ward, SECONDED by Council Member Shelton that the Council approve the Zalud Park Concession building and renewal of Murry Park Concession License Agreement.

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

Disposition: Approved.

10. **MEDICAL CANNABIS REGULATIONS – REVIEW OF STATUS OF STATE LAW AND DISCUSSION CONCERNING ADDITIONAL PROPOSED REGULATIONS**

Deputy City Manager Milt Stowe presented the item, and City Attorney Julia Lew presented the staff report.

The Council directed Ms. Lew to research the following items and bring back a draft ordinance for Council’s consideration:

- Limiting the amount of cannabis a qualified patient can possess;
- Prohibiting outdoor cultivation;
- Identifying zones where dispensaries could be allowed;
- Taxation and/or the establishment of associated fees.

Disposition: Direction given to staff.

Vice Mayor Hamilton requested that condolences be extended to BC/Fire Marshall Loran Blasdell on the passing of his mother.

**ORAL COMMUNICATIONS**

- Deena Worthington, thanked the City Council for her recent appointment to the Arts
Commission.

- Pat Williams, requested that the Council Members speak louder.

OTHER MATTERS

- Council Member Ward spoke of a gang prevention meeting scheduled for March 2nd at 12:00 p.m. in the Police Department Briefing Room and invited those interested to attend.
- Council Member Shelton spoke of an upcoming Sesquicentennial Committee meeting scheduled on March 10th at the Chamber.

ADJOURNMENT

The Council adjourned at 7:45 p.m. to the meeting of March 10, 2011 at 5:30 p.m.

_____________________________
Patrice Hildreth, Chief Deputy City Clerk

SEAL

Ronald L. Irish, Mayor
SUBJECT: REQUEST TO FILE CLAIM – MARIA L. BANUELOS

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: On August 23, 2010, Ms. Maria L. Banuelos, through her attorney, presented a claim against the City for personal injuries in an amount not yet known which claimant alleges were caused by the City's negligence in maintaining the street in a safe condition. Claimant alleges said injuries occurred on June 27, 2010 on Cloverleaf Street between Jordan Avenue and McIntyre Avenue. Said claim was determined to be defective and insufficient as it did not provide enough specific information as to what, if anything, the City did or failed to do to cause claimant's injuries. As such, the claim was returned on August 23, 2010 with a Notice of Insufficiency. Claimant did not resubmit her claim, and the applicable statute of limitations expired on December 27, 2010.

On March 2, 2011, claimant, through her attorney, filed a request for leave to file a late claim. In the request, claimant's attorney alleges additional information relative to the August 23rd incident.

RECOMMENDATION: Staff recommends that the Council deny said request for leave to file late claim; and direct the City Clerk to notice claimant of the Council's determination.

ATTACHMENTS: 1. Claim dated August 19, 2010
2. Notice of Insufficiency dated August 23, 2010
3. Request for Leave to File Late Claim dated February 25, 2011
4. Government Code §§ 911.4 – 912.2 and 946.6
CLAIM AGAINST (Name of Entity): CITY OF PORTERVILLE

Claimant's Name: Maria I. Banielos
Claimant's Telephone #: 

SS#: [Redacted] DOB: [Redacted] Gender: Male Female X

Claimant's address: 940 W McIntyre Ave, Porterville, CA 93258

Address where notices about claim are to be sent, if different from above: Riley & Reiner 801 South Figueroa Street, Suite 900 Los Angeles, CA 90017

Date of incident/accident: June 27, 2010

Date injuries, damages, or losses were discovered: Severe injury to her left leg.

Location of Incident/accident: Cloverleaf Street Between Jordan Ave & McIntyre Ave.

What did entity or employee do to cause this loss, damage, or injury? City of Porterville was negligent in maintaining the street in a safe condition.

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

What specific injuries, damages, or losses did claimant receive? Claimant had a severe injury to her left leg on which 2 surgeries have been performed.

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 990(7)] Unknown at this time.

How was this amount calculated (please itemize)?

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

Date Signed: 8/19/10 Signature: 

If signed by representative:
Representative's Name Raymond L. Riley Address 801 S. Figueroa Street, Suite 900 Los Angeles, CA 90017 Telephone # (213) 362-0123 Relationship to Claimant Attorney

ATTACHMENT 01
CITY OF PORTERVILLE
NOTICE OF INSUFFICIENCY OF CLAIM
AND RETURN WITHOUT ACTION

FORM C

August 23, 2010

Claimant: Maria I. Banuelos
Date of Claim: 08/19/2010
Date of Incident/Accident: 06/27/2010

This is to advise you that the Claim you submitted has been reviewed, evaluated, and found to be deficient for the reason(s) circled below:

1. The Claim fails to state the name and mailing address of the claimant.
2. The Claim is not signed.
3. The Claim fails to state the mailing address to which the person desires notices to be sent.
4. The Claim does not provide enough information to determine when, where, and/or how the incident/accident occurred.
5. The Claim does not provide enough information to determine what the loss, damage, or injury is.
6. The Claim does not provide enough specific information to determine what, if anything, the public entity did or failed to do to create liability exposure. What was the negligent maintenance?
7. The Claim does not comply with Government Code 910(f) as to the amount sought or the court of appropriate jurisdiction.
8. The Claim does not provide the name(s) of any of our employees who may be responsible for the incident/accident.
9. The Claim does not comply with Government Code 910.4(a) in that all claims against a public entity shall be submitted on a claim form supplied by the public entity.

The Claim will not be acted upon for fifteen (15) days from the date of this Notice to allow for your amendment of this Claim.

WARNING: A claim that is deficient or does not contain sufficient information, as required by law, may not be considered to have been filed in a timely manner and may prevent the prosecution of a lawsuit based on the incident/accident which is the subject of this Claim.

PROOF OF SERVICE

On August 23, 2010, I served the within NOTICE OF INSUFFICIENCY OF CLAIM on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Porterville, California on August 23, 2010.

Luisa Herrera, Deputy City Clerk

ATTACHMENT 02
February 25, 2011

City Clerk  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

Claimant: Maria I. Banuelos  
Date of Claim: 08/19/2010  
Date of Incident/Accident: 06/27/2010

Dear Deputy City Clerk, Luisa Herrera:

This letter is in response to your Form C notice, stating that the claim “has been reviewed, evaluated, and found to be deficient” because; (1) “The Claim does not provide enough specific information to determine what, if anything, the public entity did or failed to do to create liability exposure. What was the negligent maintenance?”; and (2) “The Claim does not comply with Government Code 910(f) as to the amount sought or the court of appropriate jurisdiction.” [emphasis added]

Thus, this letter should be deemed an objection to your finding that the claim was deficient, and should also be deemed an addendum and/or amendment to the claim where necessary, and a request for leave to file late an addendum/amendment to the claim where necessary.

I have enclosed herewith a copy of the original claim and a copy of your Form C. It is our position that you received enough specific information to put you (The City of Porterville) on notice of the general demand of the claim, and asserts that the information regarding the actual amount of damages were not known at the time, although they could potentially be far in excess of $10,000.00. The claim states that the claimant has already had two surgeries as a direct and proximate result of the City’s failure to abate the nuisance and properly repair and maintain the drain in the location of the incident/accident. Therefore, it is our position that the original claim out the City of Porterville on sufficient notice, and meets the general requirements necessary for filing a claim.

Furthermore, the claim does in fact state where the incident occurred (Cloverleaf Street Between Jordan Ave. & McIntyre Ave.), and the claim clearly states that the amount of damages were “Unknown at this time”. The Claim also states that the “Claimant had a severe injury to her left leg on which 2 surgeries have been performed.”
Please see Rowan v. City and County of San Francisco (App. 1 Dist. 1966) 53 Cal.Rptr. 88, 244 Cal.App.2d 308; "That claim against city indicated that sidewalk fall had taken place "Approximately in front of 3350 Scott St.", whereas in fact the accident had taken place in front of 3358 to 3360 Scott Street, did not prejudice defendant city and plaintiff did not act in bad faith, where records of ambulance driver and emergency hospital, both city agencies, noted proper location of accident, investigation of city inspector covered sidewalk for several frontages in each direction from location specified in claim, one of pictures taken by city during original investigation showed portion of sidewalk in front of 3358-3360 Scott Street and correct location was known to all parties a year before trial began." See also Johnson v. City of Los Angeles (App.2 Dist. 1955) 134 Cal.App.2d 600, 285 P.2d 713, "Where pedestrian sued city for injuries received from fall on allegedly defective sidewalk and her claim filed with the city stated that the defect was on the southeast corner of intersection though accident had happen on southwest corner and there was no evidence of pedestrian's intent to mislead city, claim was in substantial compliance with this section. These are only a few of several cases that confirm the claim we submitted was sufficient to put the City of Porterville on notice and to prevent any prejudice to the City of Porterville.

Furthermore, there are a number of cases to support the fact that the claim submitted stating that the amount of damages was unknown at this time, while also stating that the Claimant has had two surgeries, is enough to defeat a complaint that the claim was so utterly deficient as to support a notice of insufficiency of claim. See Steed v. City of Long Beach (App. 1957) 153 Cal.App.2d 488, 315 P.2d 101; Where pedestrian had sustained injuries as result of a fall on a public parkway and had filed a claim with city for injuries, pedestrian was not limited to recovery of amount of $91.50 as stated in claim since claim merely represented an intention to disclose extent of claim as far as could be ascertained within filing period and attested to an inability to make a present appraisal of the injuries.[Steed v. City of Long Beach]; See also Ocean Services Corp. V. Ventura Port Dist. (App. 2 Dist. 1993) 19 Cal.Rptr.2d 750, 15 Cal.App.4th 1762, modified on denial of rehearing, review denied.

In conclusion, we believe that we have acted in good faith and in a timely matter in putting the City of Porterville on notice by filing a timely claim that was and is sufficient enough for the City of Porterville to make the needed repairs to the dangerous condition, and to apprise the City of Porterville of the Claimant’s general claim and intent to pursue recovery for damages and losses suffered.

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Very truly yours,

Raymond L. Riley

encls.
COUNCIL AGENDA – MARCH 15, 2011

SUBJECT: CLAIM – FERNANDO MARTINEZ

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Fernando Martinez has filed a claim against the City in the amount of $10,000. Claimant alleges that he has suffered painful discomfort and humiliation over the years because the restrooms at the Porterville Municipal Golf Course were not built in accordance with ADA requirements.

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.
AMENDMENT

Date of Incident 8-15-10

Change Amendment from 125,000.00 to 10,000.00

10-4-2010

Received

Oct 04 2010

City of Porterville
Administrative Services

9-23-2010

[Signature]
CLAIM AGAINST (Name of Entity): CITY OF PORTERVILLE

Claimant's Name: Fernando R. Martinez

SS#: [Handwritten]
DOB: [Handwritten]
Gender: Male ✔ Female

Claimant's address: 292 S. Plano St., Porterville CA 93257

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

Date of Incident/accident: for many years

Date injuries, damages, or losses were discovered:

Location of Incident/accident: Porterville Muni. Golf Course (Rest Room)

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

(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)?

The City of Porterville for not honoring the Disability Right to have a Rest Room for the Handicapped which became law over 20 years ago.

What specific injuries, damages, or losses did claimant receive?

(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 $20,000, 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 90080(9)]

$ 125,000

How was this amount calculated (please itemize)? Many Years of painful Discomfort and Humiliation

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

Date Signed: 9-16-2010 Signature: [Signature]

If signed by representative:

Representative's Name ___________________________ Address ___________________________
Telephone # ___________________________ Relationship to Claimant ___________________________
It has always been difficult to use the Rest Room especially if you have to sit on the Toilet.
The Rest Room is too small, you can't close the Door. There are no Rails to help you to get up again. In Short:
The Rest Room is not up to Code!!

People with Disability have the Right to use a Rest Room that is large enough and gives you Privacy. (Like closing the Door!)
I am physically Disabled, I have no Problems going to other Golf Courses because they all have a Rest Room for Handicapped.

When the Rest Room was remodeled 4 or 5 Months ago, I hoped that it would be according to the Disability Act that became law over 20 years ago.
But it was not changed to the Code!
It has caused me many years of painful Discomfort and Humiliation.
COUNCIL AGENDA – MARCH 15, 2011

SUBJECT: CLAIM – MICHAEL SMITH

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Michael Smith has filed a claim against the City in an amount of $6,877.00 for property damages which claimant alleges were incurred when his vehicle was flooded while parked on private property at West Street and W. Yowlumne Avenue on December 19, 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.

Item No. 4
CLAIM AGAINST (Name of Entity): CITY OF PORTERVILLE

Claimant's Name: Michael Smith

SS#: [Redacted] DOB: [Redacted] Gender: Male [✓] Female

Claimant's address: 21978 Avenue 144 Porterville CA 93257

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

Date of incident/accident: 12-19-2010

Date injuries, damages, or losses were discovered: 12-23-10 Car is totaled due to flooding.

Location of incident/accident: West Street & W. Yawlimoe Ave. Porterville

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

Please see following paper.

(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)?

What specific injuries, damages, or losses did claimant receive? Car is being totaled due to significant amount of water inside the vehicle.

(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)]

$4,877.00

How was this amount calculated (please itemize)? Insurance quote Actual cash value for car $5,437.00 Storage fees $310.00

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

Date Signed: 1/18/11 Signature: [Redacted]

If signed by representative:
Representative's Name
Address
Telephone # Relationship to Claimant
Insurance deductible $500.00
Hula towing $630.00
On Sunday, December 19, 2010 my 2004 Suzuki Forenza was parked on the north side of Yowlumne Street to catch the bus to go to work at Eagle Mountain Casino. Employees park there on a daily basis and are shuttled to the casino. On Sunday morning at 5:00 a.m. when I parked my vehicle in my usual parking spot, there was no excess water on the street or in the gutter. At eleven o’clock that same morning, a fellow employee notified me that I needed to get down the hill because the road was flooding where I parked. Because of the bus scheduling, a bus was not running back down the hill at this time. I was able to catch a ride down from a fellow employee or else I would have had to wait an extra hour for the next shuttle down the hill. I called my wife, Ashley at 11:35 a.m. to ask her to meet me at the bus stop because I thought my car might have been flooded. When arriving at the bus stop, my car was submerged in 2 1/2 feet of water. Unfortunately I was not the only employee this happened to. There were about 6 or 7 cars that were also under water. There is no way that from 5 in the morning when I parked my vehicle until 11 o’clock when I was notified that 2 1/2 feet of water filled up the street. I was informed that the contractor who was building the new Porterville Fairgrounds was pumping water from that site. My wife, Ashley called for a tow truck and had a rush put on the claim because of the flooding. The tow truck arrived at 12:12 p.m. The water was so deep, a second tow truck had to be called for them to be able to get into the water and winch the car out. When the car was pulled from the water, the tow truck driver asked if we had insurance because the damage was so significant to the vehicle. At 1:40 p.m. general manager of Eagle Mountain Casino, Tom Stuart, made an appearance to check the damage that was done to the vehicles and to inspect the water levels. Our car has now been totaled by our insurance company and we have to come up with money for a new vehicle. We would like to know who is responsible and what acts will be taken to make this situation right.
CLAIM INFORMATION

Owner: Michael Smith
Insured: Michael Smith
Loss Vehicle: 2004 Suzuki Forenza S 4 Door Sedan
VIN: KL5JD52Z54K053052
Odometer: 51,327
Location: Porterville, CA 93257
Loss Incident Date: 12/19/2010

Report Reference Number: 44727854
Claim Reference: 0820827CSV V1
Adjuster: Caro, Gina
Claim Submitted Date: 12/22/2010
Date Last Updated: 12/22/2010
Appraiser: OROZCO, ABEL

VALUATION SUMMARY

Vehicle Value $5,437.00
Loss vehicle condition 7 - 46.00
Pre-tax Amount $5,391.00
Vehicular Sales Tax 9.25% $498.67
Sales Tax reflects all applicable state, county, and municipal taxes.
License/Fees (if applicable) $0

Proposed Settlement Amount $5,889.67

The Vehicle Value is derived from comparable vehicle(s) available or recently sold in the marketplace at the time of valuation. 8 comparable vehicle(s) were utilized in this report.

This CCC Valuescope® Market Report was prepared for Commerce West Insurance by CCC Information Services Inc. CCC is an independent company that has been preparing market value reports for the insurance industry since 1981.

The loss vehicle has been valued in the region where it was garaged as a newer passenger car with 47% less than average mileage of 96,500.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment. These allowances are illustrative only. The Proposed Settlement Amount is calculated entirely from the comparable vehicles with adjustments to reflect the loss vehicle configuration.

VEHICLE HISTORY SUMMARY

Experian® AutoCheck® No Title Problem Found
Insurance Services Organization/ National Insurance Crime Bureau 0 Record Found
National Highway Transportation Safety Administration 3 Recalls

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<td>LOCATION OF VEHICLE</td>
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<td>ISSUED BY INSURANCE COMPANY</td>
<td>ABC Insurance</td>
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<td>APPROVER</td>
<td>John Doe</td>
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<td>DATED</td>
<td>12/12/2019</td>
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<tr>
<td>DRIVER</td>
<td>John Smith</td>
</tr>
</tbody>
</table>

THANK YOU!
Car was parked on Yowlumne Street at
SUBJECT: TRANSIT CLAIM – KARI BEEBE

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Ms. Kari Beebe has filed a claim against the City in an amount yet to be determined for property damages and personal injuries which claimant alleges she sustained when a City transit bus struck her vehicle while she was stopped at a red light at the intersection of Morton Avenue and Villa Street on November 2, 2010.

The City’s transit insurer is currently working with claimant, yet the extent of claimed injuries and property damages remains unclear. At this time, it is recommended to reject said claim so as to allow the statute of limitations to commence and ensure a timely resolution of the matter. The adjustor will continue to work with claimant.

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

Claimant's Name: KARI BEEBE  Claimant's Telephone #: __________

SS#: __________  DOB: __________  Gender: Male  Female  

Claimant's address: 774 S Sepy Oak Dr, Porterville, Ca, 93257

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

Date of incident/accident: 1/12/10

Date injuries, damages, or losses were discovered: 1/13/10

Location of incident/accident: Morton 3 Villa St.

What did entity or employee do to cause this loss, damage, or injury? I was parked at a red
light when the city bus rear-ended me.

(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)?

Wilfrido Sanchez Ortiz

What specific injuries, damages, or losses did claimant receive? property damage - see enclosed appraisal. Also receiving treatment for bodily injuries

(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 901(f)]

How was this amount calculated (please itemize)?

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

Date Signed: 1/17/110  Signature: KARI BEEBE

If signed by representative:
Representative's Name __________________________  Address __________________________
Telephone # __________________________  Relationship to Claimant __________________________
**NOTICE**

THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL COSTS ARE THE SOLE RESPONSIBILITY OF THE VEHICLE OWNER, WHO ULTIMATELY MUST AUTHORIZE ALL REPAIRS. NO SUPPLEMENTS WILL BE HONOURED WITHOUT THE PRIOR INSPECTION BY PROPERTY DAMAGE APPRAISERS.

---

**Property Damage Appraisers**

1416 Clovis Ave Ste #211, Clovis, CA 93612

(559) 297-1204

Fax: (559) 297-1124

**Damage Assessed By:** PATRICK PORTNER

**Condition Code:** Good

**Type of Loss:** Collision

**Date of Loss:** 1/2/2010

**Deductible:** 0.00

**File Number:** 1880110103

**Claim Number:** 2010 110022

**Insured:** Porterville Transit

**Claimant:** Kari Beebe

**Address:** 1774 S. Bay Oak Pl., Porterville, CA 93257

**Telephone:** Work Phone: (559) 789-5574

**Owner:** Kari Beebe

**Address:** 1774 S. Bay Oak Pl., Porterville, CA 93257

**Telephone:** Work Phone: (559) 789-5574

**Mitchell Service:** 915489

**Vehicle Production Date:** 3/96

**Drive Train:** 5.7L V8 2WD

**License:** 569750 CA

**Search Code:** 188

**Description:** 1996 GMC Pickup C2500 SL

**Options:** POWER STEERING, ANTI-LOCK BRAKE SYS.

---

**Line Item**

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<th>Labor</th>
<th>Type</th>
<th>Operation</th>
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<td>REPLACE/INSTALL</td>
<td>TRAILER HITCH</td>
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<td>2</td>
<td>900500 BDY</td>
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<td>CUSTOM BUMPER</td>
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<td>3</td>
<td>AUTO REF</td>
<td>REFRESH</td>
<td>Tailgate Complete</td>
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<td>4</td>
<td>540860 BDY</td>
<td>REMOVE/REPLACE</td>
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<td>6</td>
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<td>9</td>
<td>546260 BDY</td>
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<td>10</td>
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<td>REMOVE/INSTALL</td>
<td>L Rear Combination Lamp</td>
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<tr>
<td>11</td>
<td>938012</td>
<td>ADD'L COST</td>
<td>Hazardous Waste Disposal</td>
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<td>933068 FRM</td>
<td>ADD'L OPK</td>
<td>Frame/Rack Set Up</td>
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<td>AUTO REF</td>
<td>ADD'L OPK</td>
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<td>14</td>
<td>AUTO</td>
<td>ADD'L COST</td>
<td>Paint/Materials</td>
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**Part Type/Part Number**

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**ESTIMATE RECALL NUMBER:** 11/30/2010 10:05:36 1880110103

**Mitchell Data Version:** 11/OEM_110_1110V1110

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**MAP_PEP_110_V1107**

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Page 1 of 3
**NOTE***

*IF THIS APPRAISAL LISTS "QUAL REPL PART" THE FOLLOWING MAY APPLY IN CALIFORNIA - *THIS APPRAISAL HAS BEEN BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURERS OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.*

---

### Estimate Totals

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<tr>
<th>I. Labor Subtotals</th>
<th>Add'l Labor Units</th>
<th>Rate</th>
<th>Amount</th>
<th>Sublet Amount</th>
<th>Totals</th>
<th>II. Part Replacement Summary</th>
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<tr>
<td>Non-Taxable Labor</td>
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<td></td>
<td></td>
<td>1,104.00</td>
<td>Total Replacement Parts Amount</td>
<td>655.50</td>
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<td>Labor Summary</td>
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<td></td>
<td></td>
<td>1,104.00</td>
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</table>

| III. Additional Costs    |                   | Amount |     |
| Taxable Costs            |                   | 213.00 |    |
| Sales Tax @ 9.25%        |                   | 19.70  |    |
| Non-Taxable Costs        |                   | 3.00   |    |
| Total Additional Costs   |                   | 235.70 |    |

Paint Material Method: Rates
Init Rate = 30.00, Init Max Hours = 98.5, Addl Rate = 0.00

IV. Adjustments

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<tbody>
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<td>Insurance Deductible</td>
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<tr>
<td>Customer Responsibility</td>
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| I. Total Labor:       | 1,104.00 |
| II. Total Replacement Parts: | 655.50 |
| III. Total Additional Costs: | 235.70 |
| Gross Total:          | 1,995.20 |

IV. Total Adjustments: Net Total: 0.00

1,995.20

---

ESTIMATE RECALL NUMBER: 11/30/2010 10:05:36 188010103
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Page 2 of 3
This is a preliminary estimate. Additional charges to the estimate may be required for the actual repair.

Adjuster: John Tucker  York Ins.
(309) 956-2288  Fax #: (309) 320-0804

------------------------AGREED REPAIR COST------------------------
IT IS UNDERSTOOD THAT THE ABOVE SHOP, IF ONE IS LISTED, AGREES TO COMPLETE AND GUARANTEE ALL REPAIRS LISTED ABOVE FOR THE AMOUNT LISTED, UNLESS A DIFFERENT AMOUNT IS LISTED HERE §

BY: __________________________ DATE: __________________________

******************************************************************************
VEHICLE IS: REPAIRABLE ( ) A BORDERLINE TOTAL ( ) A TOTAL LOSS ( )
REPAIRS ON THIS VEHICLE SHOULD TAKE ___ DAY TO COMPLETE
******************************************************************************

Deductibles ARE NOT addressed or included in this estimate/appraisal!! The repairer should check to see if a deductible is applicable to this loss and, if so, collect from the vehicle owner prior to the release of the repaired vehicle.

APPRAISER'S NAME __________________________ DATE: __________________________

******************************************************************************
SUBJECT: TRANSIT CLAIM – TINAMARIE CASTRO

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Ms. Tinamarie Castro, through her attorney, has filed a claim against the City in the amount in excess of $10,000 in the unlimited jurisdiction of Tulare County Superior Court for personal injuries which claimant alleges she sustained when the City transit bus on which she was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.

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

Claimant's Name: Tinamaree Castro Claimant's Telephone #: [Redacted]

SS#: [Redacted] DOB: [Redacted] Gender: Male Female X

Claimant's address: 734 W. Union Ave., Porterville, CA 93257

Address where notices about claim are to be sent, if different from above: 288 North "D" Street, Porterville, CA 93257

Date of incident/accident: November 2, 2010

Date injuries, damages, or losses were discovered: November 2, 2010

Location of incident/accident: Morton Avenue just west of Villa Street in Porterville, CA

What did entity or employee do to cause this loss, damage, or injury? City employee was driving a city bus and failed to stop for a vehicle at a complete stop, rear-ending the vehicle.

(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)?

Wilfredo Sanchez Ortiz, City of Porterville bus driver

What specific injuries, damages, or losses did claimant receive? Pain in the neck, upper and lower back, left shoulder, left arm, elbow, left hand and headaches.

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

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

Unlimited jurisdiction of the Tulare County Superior Court

How was this amount calculated (please itemize)? Medical expenses in excess of $5,000.00.

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

Date Signed: 2/14/11 Signature: [Signature]

If signed by representative:
Representative's Name Robert E. Vanderhorst Address 288 N. D. St., Porterville, CA 93257
Telephone # (559) 781-0506 Relationship to Claimant Attorney for Claimant

ORIGINAL
COUNCIL AGENDA – MARCH 15, 2011

SUBJECT: TRANSIT CLAIM – CHRISTINA MARTINEZ

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Ms. Christina Martinez, through her attorney, has filed a claim against the City in the amount in excess of $10,000 in the unlimited jurisdiction of Tulare County Superior Court for personal injuries which claimant alleges she sustained when the City transit bus on which she was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.

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

Claimant's Name: Christina Martinez  Claimant's Telephone #: [redacted]

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

Claimant's address: 850 W. Westfield, Apt. 2, Porterville, CA 93257

Address where notices about claim are to be sent, if different from above: 288 North "D" Street, Porterville, CA 93257

Date of incident/accident: November 2, 2010

Date injuries, damages, or losses were discovered: November 2, 2010

Location of incident/accident: Morton Avenue west of Villa Street in Porterville, CA

What did entity or employee do to cause this loss, damage, or injury? City employee was driving a city bus and failed to stop for a vehicle at a complete stop, rear-ending the vehicle.

(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)? Wilfredo Sanchez Ortiz, City of Porterville bus driver

What specific injuries, damages, or losses did claimant receive? Pain in the neck, right shoulder, back and headaches.

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

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

Unlimited jurisdiction of the Tulare County Superior Court

How was this amount calculated (please itemize)? Medical expenses in excess of $5,000.00

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

Date Signed: 2/14/11  Signature: [signature]

If signed by representative:
Representative's Name: Robert E. Vanderhorst  Address: 288 N. D. St., Porterville, CA 93257
Telephone #: (559) 781-0506  Relationship to Claimant: Attorney for Claimant
COUNCIL AGENDA – MARCH 15, 2011

SUBJECT: TRANSIT CLAIM – CARLOS HURTADO

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Carlos Hurtado, through his attorney, has filed a claim against the City in the amount in excess of $10,000 in the unlimited jurisdiction of Tulare County Superior Court for personal injuries which claimant alleges he sustained when the City transit bus on which he was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.

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

Claimant’s Name: Carlos Hurtado Claimant’s Telephone #: (Please Type or Print)

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

Claimant’s address: 734 W. Union Ave., Porterville, CA 93257

Address where notices about claim are to be sent, if different from above: 288 North "D" Street, Porterville, CA 93257

Date of incident/accident: November 2, 2010

Date injuries, damages, or losses were discovered: November 2, 2010

Location of incident/accident: Morton Avenue just west of Villa Street in Porterville, CA.

What did entity or employee do to cause this loss, damage, or injury? City employee was driving a city bus and failed to stop for a vehicle that was at a complete stop, rear-ending the vehicle.

(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)? ______

Wilfredo Sanchez Ortiz City of Porterville bus driver

What specific injuries, damages, or losses did claimant receive? ______

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

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

Unlimited jurisdiction of the Tulare County Superior Court

How was this amount calculated (please itemize)? Medical expenses in excess of $5,000.00 ______

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

Date Signed: 2/14/11 Signature: ____________

If signed by representative:
Representative’s Name: Robert E. Vanderhorst Address: 288 N. D. St., Porterville, CA 9325 ______
Telephone #: (559) 781-0506 Relationship to Claimant: Attorney for Claimant
SUBJECT: TRANSIT CLAIM – NATHANIEL HURTADO

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Mr. Nathaniel Hurtado, through his attorney, has filed a claim against the City in the amount in excess of $10,000 in the unlimited jurisdiction of Tulare County Superior Court for personal injuries which claimant alleges he sustained when the City transit bus on which he was a passenger was involved in a traffic accident at Morton Avenue and Villa Street on November 2, 2010.

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

Claimant's Name: Nathaniel Hurtado Claimant's Telephone #: [Redacted]
SS#: [Redacted] DOB: [Redacted] Gender: Male X Female

Claimant's address: 734 W. Union Ave., Porterville, CA 93257

Address where notices about claim are to be sent, if different from above: 288 North "D" Street, Porterville, CA 93257

Date of incident/accident: November 2, 2010

Date injuries, damages, or losses were discovered: November 2, 2010

Location of incident/accident: Morton Ave. just west of Villa Street in Porterville, CA.

What did entity or employee do to cause this loss, damage, or injury? City employee was driving a city bus and failed to stop for a vehicle that was at a complete stop, rear-ending the vehicle.

(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)?

Wilfredo Sanchez Ortiz, City of Porterville bus driver

What specific injuries, damages, or losses did claimant receive? [Redacted]

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

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

Unlimited jurisdiction of the Tulare County Superior Court

How was this amount calculated (please itemize): Medical expenses in excess of $5,000.00.

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

Date Signed: 2/14/11 Signature: [Redacted]

If signed by representative:
Representative's Name Robert E. Vanderhorst Address 288 N. D. St., Porterville, CA 93257
Telephone # (559) 781-0506 Relationship to Claimant Attorney for Claimant
COUNCIL AGENDA: MARCH 15, 2011

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – DEMOLITION PROJECT – JAYE STREET RESIDENTIAL UNIT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Plans and Project Manual have been prepared for the demolition of one single-family residence located at 1011 S. Jaye Street. The City negotiated and reached an agreement with the property owner to purchase the home during right of way acquisition negotiations for the upcoming Jaye Street Improvements Project. The home is in conflict with the proposed public improvements related to the project. Staff reviewed the home and found it unsalvageable.

The Plans and Project Manual have been completed and are available in the La Barca Conference Room for Council’s review.

The Estimate of Probable cost for the project is $12,000.00 with $1,200.00 required for the construction contingency (10%). It is estimated that an additional $2,400.00 is required for construction management, quality control and inspection. The total estimated cost associated with the project is $15,600.00. An Estimate of Probable Cost is attached for Council’s review.

Funding is provided from Special Gas Tax, Local Transportation Funds (LTF) and Traffic Impact Fees (TIF) as approved in the 2010/2011 Annual Budget for the S. Jaye Street Extension.

RECOMMENDATION: That City Council:

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

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

ATTACHMENTS: Estimate of Probable Cost Locator Map

P:\pubworks\General\Council\Authorization to Advertise for Bids - Demolition Project-Jaye St Residential Unit - 2011-03-15.doc

Dir Appropriated/Funded CM Item No. 10
Demolition Project – Jaye Street Residential Unit
Engineer’s Estimate
March 7, 2011

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>L.S.</td>
<td>Demolition, removal and disposal of 1,076 square foot house, attached two car garage, foundations,</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>remove and dispose of septic tank at 1011 S. Jaye Street per the guidelines set forth in these</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>specifications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>L.S.</td>
<td>Mobilization &amp; Demobilization</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>L.S.</td>
<td>Traffic Control</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>L.S.</td>
<td>Cleanup, fill material, site grading and all other appurtenant items of work as set forth in these</td>
<td>$2500</td>
<td>$2500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>Figures</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

Construction Contingency (10%) $1,200
Construction Management (20%) $2,400
Total Estimated Probable Cost $15,600

ESTIMATE CERTIFIED

Project Manager: [Signature] 3/7/11
City Engineer: [Signature] 3/8/11
Public Works Director: [Signature] 3/7/11
City Manager: [Signature] 3/8/11
SUBJECT: AMENDMENT TO DEE JASPAR AND ASSOCIATES MARTIN HILL AND ROCKY HILL WATER RESERVOIR PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AGREEMENT TO INCLUDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE VETERAN'S PARK BOOSTER PUMP PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Dee Jaspar & Associates is under contract with the City to perform construction management and inspection services for the Martin Hill and Rocky Hill Water Reservoirs. Staff is now seeking permission to amend their contract to perform the same services for the Veteran's Park Booster Pump Project. Construction schedules for these two projects will mirror each other and this consultant is very familiar with distinct details of the City’s water system. They have been involved in several projects that require engineering review of bench testing (mock tests) and start up testing procedures when integrating water facilities into the City’s Supervisory Control and Data Acquisition system (SCADA). A SCADA system is simply described as a computer program with related hardware that controls the operation of the City’s entire water system.

The Council awarded construction management and inspection services for the Martin Hill and Rocky Hill Water Reservoirs Project during the May 4, 2010 City Council meeting. Dee Jaspar & Associates, Inc. amendment fee for the same services related to the Veteran’s Park Booster Pump Project is $33,000.

Funding is available via the CIEDB loan for the Eastside Water Improvement Projects as approved in the 2010/2011 Annual Budget.

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute an Amendment to Dee Jaspar & Associates Service Agreement at an agreed fee of $33,000 for the services described herein; and

2. Authorize progress payments up to 100% of the fee amount and authorize a 10% contingency to cover unforeseen costs.

ATTACHMENT: Locator Map
Addendum No. 1 to the Martin Hill & Rocky Hill Water Reservoirs Project Service Agreement

P:pubworks\General\Council\Amendment to Dee Jaspar & Associated - 2011-03-15.doc

Dir Appropriated/Funded CM Item No. 11
ADDENDUM NO. 1
P.O. NO. 09-02411

************

Construction Management and Inspection Services
for the Martin Hill and Rocky Hill Water Reservoirs Project.

************

CITY OF PORTERVILLE
AND
DEE JASPAR AND ASSOCIATES

Addendum No. 1 to P.O. No. 09-02411 is issued by the City and accepted by CONSULTANT pursuant to
the mutual promises, covenants and conditions contained in the Service Agreement between the above
named parties dated March 1, 2011, in connection with the performance of Construction Management and
Inspection Services for the Veteran’s Park Booster Pump Project.

PURPOSE:

The purpose of this addendum is to amend the Martin Hill and Rocky Hill Water Reservoirs Construction
Management and Inspection Service Agreement between the City of Porterville and Dee Jaspar and
Associates. The amendment includes the performance of the same services for the Veteran’s Park Booster
Pump Project.

PAYMENT:

CITY shall pay CONSULTANT the amount of $33,000 to complete all services of Addendum No. 1.
Payment will be made monthly on presentation of documented invoices and shall include CONSULTANT’S
direct labor costs, indirect labor costs (overhead), direct expenses and CONSULTANT’S fee, not to exceed
the sum set forth herein above.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and the CONSULTANT have
executed Addendum No. 1 to P.O. No. 09-02411 evidencing its issuance by CITY and accepted by
CONSULTANT.

CONSULTANT’S NAME

By: ____________________________

Date

CITY OF PORTERVILLE

______________________________

Ronald L. Irish, Mayor

Date
February 3, 2011

Mike Reed, City Engineer
c/o City of Porterville Public Works Department
291 N. Main Street
Porterville, CA 93257

Subject: Construction Management & Inspection Services for the Veteran’s Booster Pump Project

Mr. Reed,

Attached is an itemized fee proposal for the above referenced project in the amount of $33,000.00. The proposed scope of work is based upon a ninety calendar day (90) project and has accounted for an additional two weeks at a later date to complete Siemens related work.

Task 1.1 is for Project Management and includes time for project submittal reviews, conducting bi-weekly project meetings with the Contractor, RFI review and responses, review and approval of monthly progress payments, and submission of final contract documents. Task 1.2 is for change order management and has included a minimal amount of time to address, evaluate, and respond to project change orders. Task 1.3 is for field inspection and has been estimated as approximately one hour to one and a half hours per day to perform field inspection, communicate with the project superintendent, and prepare daily inspection reports. In addition, we have allowed for a day of construction staking.

Again thank you for the opportunity to serve you on this project. We will endeavor to serve the City to the best of our capabilities and look forward to a successful project. If you have any questions or need any additional information please give me a call.

Sincerely,

Curtis M. Skaggs, P.E.

Dee Jaspar & Associates, Inc.
# Construction Management and Inspection Services

**City of Porterville**  
**Construction Management and Inspection Services**  
*for the Veteran's Booster Pump Project*

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Personnel</th>
<th>Task Hours</th>
<th>Task Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1.1: Project Management</strong></td>
<td></td>
<td>2</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Site coordination with all project parties, records management, &amp; communication with project parties as required</td>
<td>Dee Jasper</td>
<td>3.5</td>
<td>$320.00</td>
</tr>
<tr>
<td>Review of project submittals for compliance with contract documents and correspond with project parties as necessary</td>
<td>Curtis Skaggs</td>
<td>7</td>
<td>$2,860.00</td>
</tr>
<tr>
<td>Facilitate preconstruction and bi-weekly project meetings including preparation of agendas and meeting minutes</td>
<td>Jeff Pry</td>
<td>2.5</td>
<td>$3,364.00</td>
</tr>
<tr>
<td>Review of requests for information and respond with information from contract documents</td>
<td>John Milson</td>
<td>9</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Preparation and submittal of monthly progress reports with monthly progress payment request and review of certified payroll documents</td>
<td>Patty Wasserman</td>
<td>9</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Preparation and submittal of a complete set of organized construction contract documentation</td>
<td></td>
<td>2</td>
<td>$2,200.00</td>
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<td><strong>Subtotal Task Cost:</strong></td>
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<td>2</td>
<td>$4,874.00</td>
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<tr>
<td><strong>Task 1.2: Change Order Management</strong></td>
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<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Review &amp; evaluation of contract change order requests including investigation and inspection into claims, review of contract document requirements and submittals in support thereof, facilitation of possible negotiations, and recommendations to City</td>
<td></td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal Task Cost:</strong></td>
<td></td>
<td>0</td>
<td>$400.00</td>
</tr>
<tr>
<td><strong>Task 1.3: Field Inspection</strong></td>
<td></td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Provide construction staking, layout, and grade checking</td>
<td></td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Inspection of contractors work for compliance with contract documents including monitoring of corrective actions by contractor</td>
<td></td>
<td>0</td>
<td>$400.00</td>
</tr>
<tr>
<td>Preparing and maintaining field inspection reports and digital photo log of activities and issues</td>
<td></td>
<td>0</td>
<td>$400.00</td>
</tr>
<tr>
<td>Final walk through and inspection</td>
<td></td>
<td>0</td>
<td>$400.00</td>
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<tr>
<td><strong>Subtotal Task Cost:</strong></td>
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<td>$2,008.00</td>
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<tr>
<td><strong>Total Hours:</strong></td>
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<td>8</td>
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<tr>
<td><strong>Total Cost:</strong></td>
<td></td>
<td>$2,200.00</td>
<td>$1,600.00</td>
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</tbody>
</table>

**Notes:**  
- Personnel costs are based on hourly rates and actual hours worked.  
- Task costs are calculated by multiplying the total hours by the personnel hourly rates.  
- Subtotal task costs are calculated by summing the costs of all tasks within a task category.

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**Dee Jasper Associates, Inc.**  
**Construction Management Inspection Services**
COUNCIL AGENDA: MARCH 15, 2011

SUBJECT: IMPLEMENTATION OF ADA COMPLAINT PROCEDURE AND DESIGNATION OF ADA COORDINATORS

SOURCE: Public Works Department - Engineering Division

COMMENT: In an effort to comply with the Americans with Disabilities Act (ADA), Caltrans’ Local Assistance Program is requiring an annual certification form (Exhibit 9-C) documenting an agency’s commitment to ensuring its facilities are accessible to disabled individuals requiring special accommodations. Agencies must submit Exhibit 9-C by June 1 of each year or Caltrans will not issue E-76s (Authorization to Proceed) for federally funded projects, which could risk funding for several projects each year.

As part of Exhibit 9-C, the City is required to provide dates for a Complaint Procedure, Self-Evaluation, and Transition Plan. The City must also commit to enforce access compliance on all public and private projects through plan reviews, field inspections and by keeping standard plans updated with current accessibility requirements. In order to oversee all items associated with accessibility, an ADA Coordinator must be designated as part of the access compliance process.

The first part of the access compliance process consists of establishing an ADA Complaint Procedure that provides timeframes and processes to follow once a claim is received. The City of Porterville is responsible for complying with Title I and Title II of the ADA. Title I covers employment practices and Title II covers policies, programs and services. Due to the level of detail involved in covering each Title, it is recommended that two (2) ADA Coordinators be designated to cover Title I and Title II requirements. The Administrative Services Manager will be responsible for all Title I claims and for special accommodation requests under Title II. The Administrative Services Manager will also track all claims associated with Titles I and II of the ADA to ensure the Complaint Procedure requirements are met. The Public Works Director will be responsible for all Title II claims dealing with public facilities and infrastructure.

RECOMMENDATION: That the City Council:

1. Approve the ADA Complaint Procedure and utilize the City’s current claim form to document ADA-related complaints; and

2. Designate the Administrative Services Manager and Public Works Director as ADA Coordinators.

ATTACHMENTS: ADA Complaint Procedure and Disability Notice
Caltrans LAPM Exhibit 9-C, FY 2010/11

P:\pubworks\General\Council\Implementation of ADA Complaint Procedure and Designation of ADA Coordinators - 2011-03-15.doc

Dir BR Appropriated/Funded CM Item No. 12
NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), The City of Porterville will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment:** The City of Porterville does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

**Effective Communication:** The City of Porterville will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in The City of Porterville’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** The City of Porterville will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in The City of Porterville offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of The City of Porterville, should contact the Office of City Clerk at (559) 782-7464, located at 291 N. Main Street, Porterville, CA 93257 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City of Porterville to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of City of Porterville is not accessible to persons with disabilities should be directed to the Office of City Clerk at (559) 782-7464, located at 291 N. Main Street, Porterville, CA 93257.

The City of Porterville will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.
City of Porterville
Complaint Procedure under
The Americans with Disabilities Act

This Complaint Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Porterville. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Office of City Clerk
291 N. Main Street
Porterville, CA 93257

Within 15 calendar days after receipt of the complaint, the ADA Coordinator(s) and/or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator(s) and/or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Porterville and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator(s) and/or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager and/or his/her designee.

Within 15 calendar days after receipt of the appeal, the City Manager and/or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager and/or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator(s) and/or his/her designee, appeals to the City Manager and/or his/her designee, and responses from these two offices will be retained by the City of Porterville for at least three years.
EXHIBIT 9-C LOCAL AGENCY ADA ANNUAL CERTIFICATION FORM

Local Agency ADA Annual Certification Form
49 CFR, Part 27:
Nondiscrimination of the Basis of Disability in
Programs or Activities
Receiving Federal Financial Assistance.

Local Agency: City of Porterville

Program Year: 2010/2011

Date Certification submitted: 10/01/2010

I. Name of ADA Coordinator: Baldomero S. Rodriguez
   Telephone Number: (559) 782-7462
   E-mail Address: brodriguez@ci.porterville.ca.us

II. ADA Complaint Procedure Adopted:
   Yes: ___ Date of Adoption: ________________
   No: ✓ Planned Date of Adoption: 01/01/2011
   Final Completion Date: ______________________

III. Self-evaluation completed:
   Yes: ___ Date of Completion: ________________
   No: ✓ Planned Date of Completion: 01/01/2020
   Final Completion Date: ______________________
   System established for periodically reviewing and updating the evaluation: Upon completion of self-evaluation

IV. Transition Plan completed:
   Yes: ___ Date of Completion: ________________

Upon completion of self-evaluation

Page 9-45
LPP 09-04
December 3, 2009
Date of Implementation: ________________

No: ☑️ Planned Date of Completion: 01/01/2025

Final Completion Date: ________________

V. Policies, procedures, and criteria for implementing ADA compliance improvements in maintenance and capitol improvement programs have been reviewed and the required revisions have been made:

Yes: ☑️ No: ________________

VI. Division of State Architect (DSA) Checklists are used to verify compliance of design packages, standard plans and field inspections to ensure compliance with both State and federal accessibility standards:

Yes: ☑️ No: ________________

DSA web site: http://www.dsa.dgs.ca.gov/Access/ud_accessmanual.htm

Reminder: State of California Government Code Section 4454 requires Division of State Architect (DSA) review and approval of the plans and specifications for local agency pedestrian projects using State funds.

VII. Standard Plans are reviewed and updated on an ongoing basis for full ADA and California Accessibility compliance:

Yes: ☑️ No: ________________
CITY COUNCIL AGENDA: MARCH 15, 2011

SUBJECT: AUTHORIZATION TO SELL PROPERTY TO THE STATE OF CALIFORNIA

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: In 2009, the City of Porterville sold to the State of California (State) real property located generally along the north side of Olive Avenue, near Plano Street for the purposes of constructing a new Superior Court facility. During that process, the State expressed an interest in acquiring the City's remaining .36 acres, located generally at the southwesterly corner of Murry Street and Garden Avenue.

On January 19, 2010, the City Council authorized staff to negotiate the sale of the .36 acres. Negotiations have been completed and staff is recommending that Council approve the sale of the .36 acres to the State for a purchase price of $180,000.00, as determined by an appraisal. Additionally, staff is recommending that an easement across and atop of the Pioneer Ditch be approved for the purpose of ingress and egress from Murry Street which leads to Garden Avenue and for the construction of surface improvements to be used for parking upon the easement area.

Furthermore, staff is recommending that the proceeds from the transaction be utilized to offset costs for the release of twenty-five (25) acres of airport land from the Federal Aviation Administration.

RECOMMENDATION: That the City Council:

1) Adopt the resolution approving the sale of .36 acres, located generally at the southerwesterly corner of Murry Street and Garden Avenue to the State of California; and

2) Approve the Grant of Easement for the ingress, egress, and parking on the Pioneer Ditch easement area; and

3) Authorize the Mayor to sign all documents to complete the transaction; and

4) Authorize a budget appropriation to utilize the proceeds from the transaction to offset costs for the release of 25-acres of airport land from the Federal Aviation Administration.

Attachments: 1) Resolution Approving the Sell of Property
2) Resolution Approving a Grant of Easement
3) Locator Map

Appropriated/Funded  Mod CM  Item No. 13
RESOLUTION NO. ___ - 2011

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
AUTHORIZING THE SALE OF CITY PROPERTY TO
THE STATE OF CALIFORNIA ACTING BY AND THROUGH
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS

BE IT HEREBY RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby grants to the State of California acting by and through the Judicial Council of California, Administrative Office of the Courts, a deed for that certain property situate, in the City of Porterville, in the County of Tulare, State of California, to wit:

See Exhibit “A”

BE IT FURTHER RESOLVED that said deed be recorded in the office of the Tulare County Recorder. The foregoing has been authorized by the City Council of the City of Porterville.

BY:

______________________________
Ronald L. Irish, Mayor

ATTEST:
JOHN LOLLIS, City Clerk

______________________________
Patrice Hildreth, Chief Deputy City Clerk
Exhibit A

LEGAL DESCRIPTION

FEE PARCELS

Parcel A (No APN Assigned):

Being a portion of Lot 1 in Block “J” of J.P. Murry’s Addition to the City of Porterville, in the City of Porterville, County of Tulare, State of California, as shown on that certain map filed for record in Book 3 of Maps, at Page 10, in the office of the Tulare County Recorder, being more particularly described as follows:

All that portion of Lot 1 lying west of a line 206 feet easterly of and parallel with the westerly line of Fig Street produced southerly.

Parcels B and C - Assessor’s Parcel Numbers 253-160-030 and -031:

All of Lot 1 and Lot 2 in Block “J” of J.P. Murry’s Addition to the City of Porterville, in the City of Porterville, County of Tulare, State of California, as shown on that certain map filed for record in Book 3 of Maps, at Page 10, in the office of the Tulare County Recorder.

Excepting therefrom, that portion of Lot 1 conveyed to the City of Porterville by deed filed for record January 5, 1939 in Book 832 of Official Records, at Page 99, more particularly described as follows:

All that portion of Lot 1 lying west of a line 200 feet easterly of and parallel with the westerly line of Fig Street produced southerly.

Further Excepting Therefrom, that portion of Lot 1 conveyed to the City of Porterville by deed filed for record March 21, 1950 in Book 1430 of Official Records, at Page 178, more particularly described as follows:

The east 6.0 feet of the portion of Lot 1 lying westerly of a line 206.0 feet easterly of and parallel with the westerly line of Fig Street produced southerly.
RESOLUTION NO. ___- 2011

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
AUTHORIZING A GRANT DEED OF EASEMENT TO
THE STATE OF CALIFORNIA ACTING BY AND THROUGH
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS

BE IT HEREBY RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby grants to the State of California acting by and through the Judicial Council of California, Administrative Office of the Courts, an easement for the purposes of ingress and egress from the public street known as Murry Street which leads to the public street known as Garden Avenue for the purpose of parking automobiles and other vehicles upon the Easement Area, for that certain property situate, in the City of Porterville, in the County of Tulare, State of California, to wit:

See Exhibit “A”

BE IT FURTHER RESOLVED that said easement be recorded in the office of the Tulare County Recorder. The foregoing has been authorized by the City Council of the City of Porterville.

BY:

____________________________
Ronald L. Irish, Mayor

ATTEST:
JOHN LOLLIS, City Clerk

____________________________
Patrice Hildreth, Chief Deputy City Clerk
EXHIBIT "A"

DESCRIPTION OF EASEMENT AREA

EALEASE PARCEL

Parcel D (Pioneer Ditch - No APN Assigned):

An easement for ingress, egress and the right to construct surface improvements over and across a portion of property commonly referred to as the Park Branch of the Pioneer Ditch in the City of Porterville, County of Tulare, State of California, situated in a portion of the Southeast quarter of the Southwest quarter of Section 25, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at the intersection of the north line of said Pioneer Ditch with the east line of Murry Street as shown on that certain map entitled "Map of J.P. Murry's Addition to Porterville", filed for record in Book 3 of Maps at Page 10 in the Office of the Tulare County Recorder, said point of intersection also being the Point of Beginning described in the property relinquishment to the City of Porterville by Quitclaim Deed filed for record August 20, 2009 as Document No. 2009-0051977 in said Recorder's office; thence from said Point of Beginning, along the north line of said Pioneer Ditch, South 86°45'03" West, 80.39 feet to the intersection with the west line of Murry Street; thence, South 86°45'03" West, 26.03 feet; thence North 65°47'31" West, 79.71 feet; thence North 75°56'21" West, 81.25 feet; thence, North 65°33'10" West, 59.99 feet; thence North 74°13'52" West, 78.75 feet to the intersection with the south line of Garden Avenue; thence along said south line North 89°27'45" West, 57.10 feet to the intersection with the south line of the Pioneer Ditch; thence along said south line of the Pioneer Ditch, South 74°13'52" East, 133.84 feet; thence South 63°41'29" East, 63.25 feet; thence South 75°53'17" East, 83.89 feet; thence, South 68°15'14" East, 76.92 feet; thence North 88°27'13" East, 106.26 feet to the east line of Murry Street; thence along said east line North 02°23'00" East, 17.35 feet to the Point of Beginning.
**Line Table**

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<th>BEARING</th>
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<tr>
<td>L12</td>
<td>17.35</td>
<td>S02°23'00&quot;W</td>
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</tbody>
</table>

**Area Summary:**

**Fee Parcels:**
- Parcel A: 661 sq. ft.
- Parcel B: 6,758 sq. ft.
- Parcel C: 7,868 sq. ft.
**Total:** 15,347 sq. ft.

**Easement Parcel:**
- Parcel D: 6,868 sq. ft.

**Basis of Bearings:**
Bearings and distances shown hereon are based upon Book 21 of Licensed Surveys, at Page 68, Tulare County Records. The datum of this survey is NAD 1983, epoch 1992.35. Distances shown hereon are grid. Multiply grid distances by 1.000034 to obtain ground distances.

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**Porterville Courthouse Site**

**Parcels to Be Acquired by State of California**

Porterville California

**Acknowledgments**

**Mountain Pacific Surveys**

Land Surveying - Mapping - Planning

1668 T. Texas Street PH (707) 438-6234
Fairfield, CA 94533 FAX (707) 438-1899

**Drawn:** CMW  **Scales:** 1" = 80'

**Date:** 6/02/10  **Proj. No.:** 508075

**Sheet No.:** 1
CITY COUNCIL AGENDA: MARCH 15, 2011

SUBJECT: APPROVAL OF A RESOLUTION IN SUPPORT OF THE ENTERPRISE ZONE PROGRAM

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The California Enterprise Zone (EZ) program came through enactment of two programs in 1984 – the Enterprise Zone Act and the Economic Incentive Act. The EZ program provides incentives for businesses locating or expanding within an EZ by creating incentives for hiring new employees and purchasing equipment for their business.

The City of Porterville was among the first Enterprise Zones in California, receiving designation in 1986. The Porterville EZ expired in 2006, after exhausting the 15-year designation period and an additional 5-year extension period. During the Porterville EZ designation, the enterprise zone was one of the tools used to attract the Wal-Mart Distribution Center and Foster Farms.

Prior to the Porterville Enterprise Zone’s expiration, the City participated in the application for a county-wide targeted tax area application. The application was successful and thus began the Business Incentive Zone (BIZ). The BIZ is similar to an enterprise zone; however, only certain industries are eligible to receive the tax incentives. The BIZ targets manufacturing, food processing, transportation, and warehousing.

In 2009, Tulare County and the eight incorporated cities were successful in their application as an Enterprise Zone. The Sequoia Valley Enterprise Zone (SVEZ) has completed all of the final tasks required by the State and final designation is pending. The SVEZ would provide tax incentives to all businesses located within the zone.

In an effort to close the State’s budget deficit, the Governor proposes to eliminate all Enterprise Zone and Targeted Tax Area programs. The elimination of these programs would result in the SVEZ not being designated after substantial financial investment by the cities. Furthermore, should the programs be eliminated, the existing BIZ would be closed down resulting in the loss of credits for Tulare County businesses that currently utilize the program.

Enterprise Zones are among the last economic development tools available to retain, expand, and attract new business to California. The loss of tools, such as the Enterprise Zone and Redevelopment, only puts California further behind as other states, such as Texas and Arizona, are investing in programs similar to enterprise zones to be able to compete for businesses
to locate in their area. It is important to the City of Porterville's economic development activities that the enterprise zone programs remain intact for the retention, expansion, and attraction of business to our community.

RECOMMENDATION: That the City Council approve a resolution in support of the Enterprise Zone program.

ATTACHMENT: Resolution to Support the Enterprise Zone Program
RESOLUTION NO. ___-2011

A RESOLUTION OF THE CITY OF PORTERVILLE CITY COUNCIL
IN SUPPORT OF THE ENTERPRISE ZONE PROGRAM

WHEREAS, the origins of California’s Enterprise Zone came through enactment of two programs in 1984 – the Enterprise Zone Act and the Employment and Economic Incentive Act; and

WHEREAS, the Enterprise Zone provides a geographically-targeted economic development tool for economically distressed communities by creating incentives for businesses to grow their business by hiring new employees and purchasing equipment; and

WHEREAS, the City of Porterville is part of the Tulare County Targeted Tax Area and has jointly participated in the preparation of an application to designate portions of those jurisdictions as an Enterprise Zone; and

WHEREAS, on August 19, 2009, the Sequoia Valley Enterprise Zone received conditional designation and is waiting for the formal Memorandum of Understanding from the State of California Department of Housing and Community Development; and

WHEREAS, the economic crisis has resulted in unusually high unemployment rates for the city of Porterville and neighboring communities; and

WHEREAS, these high unemployment rates serve to increase poverty, crime, and foreclosures of homes; and

WHEREAS, the Tulare County Targeted Tax Area has been working toward, and the new Sequoia Valley Enterprise Zone will work toward, combating these social problems by using the Enterprise Zone incentives to encourage new businesses to locate within these Zones and existing businesses to expand their operations; and

WHEREAS, the Enterprise Zone program has served to attract new business to the city of Porterville, and has helped many others to expand their operations or stay in business; and

WHEREAS, the City of Porterville acknowledges that the attraction of new businesses and the retention and expansion of existing businesses is the most effective way of guaranteeing its long-term well-being; and

ATTACHMENT
ITEM NO. /
WHEREAS, the Governor of California has proposed to eliminate all Enterprise Zone and Targeted Tax Area funding and programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville has come to recognize the Enterprise Zone and Targeted Tax Area as the most impactful state incentive to create new jobs, grow existing businesses, and compete with other states to attract outside investment to California; and

BE IT FURTHER RESOLVED that the Council believes that the Enterprise Zone and Targeted Tax Area programs have had a significant positive effect on business activity and economic growth in the city of Porterville and the surrounding area; and

BE IT FURTHER RESOLVED that the Council believes that eliminating the most critical business assistance program in the State would be a setback to improving California’s business climate as it struggles to reach economic recovery, and urges the State of California to support the Enterprise Zone and Targeted Tax Area programs.

BY:

______________________________
Ronald L. Irish, Mayor

ATTEST:
JOHN LOLLIS, City Clerk

______________________________
Patrice Hildreth, Chief Deputy City Clerk
COUNCIL AGENDA: MARCH 15, 2011

SUBJECT:  APPROVAL OF SPORTS COMPLEX CONCESSION LICENSE

SOURCE:  PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT:  Non-profit organizations are entitled to request a license agreement with the City for the purposes of authorizing them to exclusively utilize City facilities for fundraising concession sales. On March 3, 2011, at the Parks and Leisure Services Commission meeting, three youth sport organizations expressed an interest in the Sports Complex concession license. The organizations were the American Youth Soccer Organization (AYSO), the Porterville Youth Football League (PYFL), and South Valley Chivas.

AYSO had the license August 2010-March 2011. Porterville Youth Football received the license April-August 2010. PYFL was also allowed by AYSO to sell concessions from their portable trailer during their Fall football games played in the southeast portion of the Sports Complex.

After some discussion it was agreed upon by all three organizations to allow South Valley Chivas to have the concessions in the Spring, AYSO in the Fall, and Porterville Youth Football sell from their trailer near their field location.

The total fee incurred from the monthly usage, as well as the monthly concession report providing the income generated from the concession facility are due by the 5th day of each month. The current fee for concession building usage is $6.01 per hour. The fee is adjusted yearly by the San Francisco Consumer Price Index.

Staff and the Parks and Leisure Services Commission recommends South Valley Chivas be granted the concession license April 1, 2011-July 31, 2011, and April 1, 2012-July 31, 2012; AYSO be granted the concession license August 15, 2011-March 15, 2012 and August 15, 2012-March 15, 2013; and PYFL be allowed to operate their portable concession trailer near their field location April 1, 2011-March 15, 2013.
RECOMMENDATION: That the City Council approve the concession license with AYSO and the concession license with South Valley Chivas, and authorize and direct the Mayor to execute the same.

ATTACHMENTS: Concession License with AYSO
Concession License with South Valley Chivas
CITY OF PORTERVILLE
SPORTS COMPLEX
CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to the South Valley Chivas, hereinafter referred to as "LICENSEE", a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville CA, from April 1, 2011 – July 31, 2011 and April 1, 2012 – July 31, 2012.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.

2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.

3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.

4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.

5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type machine or equipment does not block any door entrance.

6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.
7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.

8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.

9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.

10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars ($2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.

11. LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE's concessionary interests to the extent as provided by law.

12. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net, from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.

13. The LICENSEE shall pay monthly to the City a fee of $6.01 per hour for the use of the concession building by the 5th of each month. The payment will be made by South Valley Chivas. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.

14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

16. Notwithstanding any provision of this agreement to the contrary this agreement may be terminated by either party, with our without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

17. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this 15th day of March, 2011.

CITY OF PORTERVILLE

BY: ____________________________
   Ronald L. Irish, Mayor

SOUTH VALLEY CHIVAS

BY: ____________________________
   President

ATTEST:
John Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____________________________
Julia M. Lew, City Attorney
CITY OF PORTERVILLE
SPORTS COMPLEX
CONCESSION LICENSE

The City of Porterville, hereinafter referred to as “CITY” hereby grants to the American Youth Soccer Organization (AYSO), hereinafter referred to as “LICENSEE”, a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville CA, from August 15, 2011 - March 15, 2012 and August 15, 2012 - March 15, 2013.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.

2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.

3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.

4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.

5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type machine or equipment does not block any door entrance.

6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.
7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.

8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.

9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.

10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars ($2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.

11. LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE's concessionary interests to the extent as provided by law.

12. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net, from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.

13. The LICENSEE shall pay monthly to the City a fee of $6.01 per hour for the use of the concession building by the 5th of each month. The payment will be made by AYSO. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.

14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

16. Notwithstanding any provision of this agreement to the contrary this agreement may be terminated by either party, with our without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

17. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this 15th day of March, 2011.

CITY OF PORTERVILLE

BY: ________________________________
Ronald L. Irish, Mayor

PORTERVILLE AMERICAN YOUTH SOCCER ORGANIZATION

BY: ________________________________
President

ATTEST:
John Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney
COUNCIL AGENDA: MARCH 15, 2011

SUBJECT: AGREEMENT WITH BURTON SCHOOL DISTRICT FOR AUTHORIZATION TO IMPLEMENT ROTATING COLLECTION OF CITY LIBRARY MATERIALS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: City Council directed staff at their January 18, 2011, meeting to develop an agreement between the City and Burton School District for a rotating collection of Spanish Children's Materials. Staff was also directed to identify Measure H as possible funding source. The expected initial expenditures of staff time to prepare records of materials going out and coming in from the offsite location, data entry of library card applications, setup of a records management system, and other offsite setup of technical equipment is estimated to be $805 in the beginning. To implement this program utilization of part-time personnel is accounted for from Measure H. Staff estimates the annual cost of personnel resources to be $140. The maintenance of the Spanish Materials Collection is programmed as an annual expenditure from Measure H and General Funds.

The agreement has been prepared to implement an offsite sharing of City library materials with the Burton School District, Summit Charter Academy Campus.

RECOMMENDATION: That the City Council approve the agreement with Burton School District.

ATTACHMENTS: Agreement with Burton School District
AGREEMENT

BETWEEN CITY OF PORTERVILLE AND BURTON SCHOOL DISTRICT FOR THE ROTATING COLLECTION OF CHILDREN'S SPANISH MATERIALS AT THE SUMMIT CHARTER ACADEMY CAMPUS LIBRARY

This agreement is entered into between the City of Porterville (CITY) and the Burton School District (BSD) for the Rotating Collection of Children's Spanish Materials at the Summit Charter Academy Campus Library.

A. PURPOSE

The purpose of this agreement is to establish a formal working relationship between the parties to this agreement and to set forth the conditions that will govern this arrangement.

B. RESPONSIBILITIES

1. CITY shall retain ownership of the Porterville Spanish materials
2. CITY staff will select a manageable size of fiction and non-fiction materials not to exceed 200 titles. The CITY shall provide a rotation of materials twice per school year.
3. CITY staff will prepare and initiate a records management system to account for the titles that will be temporarily housed at the Burton School District, Summit Charter Academy. The CITY shall provide any necessary equipment and/or software required.
4. BSD Summit Charter Campus will ensure all students on campus register for a City Library card. The CITY will provide the cards.
5. BSD will handle all transportation of CITY materials to and from the library.
6. BSD will assume responsibility for any lost, stolen, or damaged materials from the library.

C. TERM

The term of this agreement shall be for a period of five school years commencing March 1, 2011 through June 1, 2016. Any party may withdraw from this agreement by giving written notice of intent to withdraw at least two months in advance of the effective withdrawal date.

D. MODIFICATIONS AND ASSIGNMENT

This agreement may be modified at any time by written agreement of the parties. Assignment of responsibilities under this agreement by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

The individuals signing below have the authority to commit the party they represent to the terms of this agreement, and do so commit by signing.
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
PORTERVILLE CHAMBER OF COMMERCE
IRIS FESTIVAL, APRIL 16, 2011

SOURCE: Finance Department

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold its 12th Annual Iris Festival on Saturday, April 16, 2011, from 9:00 a.m. to 5:00 p.m. The following street/sidewalk/parking lot/park closures/uses are requested from 3:30 a.m. to 7:30 p.m.:

STREETS:
Main Street from Morton Avenue to Olive Avenue;
Garden Avenue from Main Street to the alley east of Main Street;
Oak Avenue from Division Street to Second Street;
Mill Avenue from Hockett Street to the alley east of Main Street;
Putnam Avenue from Division Street to the alley east of Main Street;
Cleveland Avenue from Division Street to the alley east of Main Street;
Thurman Avenue from Division Street to the alley east of Main Street; and
Harrison Avenue from Division Street to the alley east of Main Street.

SIDEWALKS:
Main Street from Olive Avenue to Cleveland Avenue;
Oak Avenue from Main Street to Second Street;
Mill Avenue from Hockett Street to Main Street; and
Putnam Avenue from Hockett Street to Main Street.

PARKING LOT:
Former J.C. Penney parking lot,
Parking lot on the northeast corner of Hockett Street and Mill Avenue.

PARK:
Centennial Park on Main Street.

This request is being made under Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all departments involved. All requirements are listed on the attached application, agreement and exhibit ‘A.’ The application, agreement, exhibit ‘A,’ request for street closures, and a map showing the desired street closures are attached.

RECOMMENDATION: That City Council approves the Community Civic Event Application and Agreement from Porterville Chamber of Commerce, subject to the Restrictions and Requirements contained in application, agreement and exhibit ‘A’ of the Community Civic Event forms.

ATTACHMENT: Community civic event application and agreement, vendor list, request for street, sidewalk and parking lot closure/usage, exhibit ‘A,’ map, outside amplifier permit, certificates of liability insurance and exhibit ‘B.’
CITY OF PORTERVILLE
291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/15/11 Event date: 4/16/2011
Name of Event: Iris Festival
Event time: 9 a.m. - 5 p.m.

Sponsoring organization: Porterville Chamber Phone #784-7502
Address: 23 North Main Street
Authorized representative: Donnette Silva Carter Phone #784-7502
Address: 23 North Main Street
Event chairperson: Tourie Gonzalez Phone #920-5765

Location of event (location map must be attached): Main Street, Olive to Morton, Division to East Alley, Thurman - Hockett to East Alley
Type of event: Festival, Food & Craft Booths, Stage Entertainment, Kids Amusements, Non-profit Info Booths, Chili Cook-off, carshow, Porterville Celebrates Reading

Non-profit status determination: 501 c 6

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 60
Street sweeping Yes No
Police protection Yes No
Refuse pickup Yes No
Other:

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

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

Appr. Deny
Pub. Works Dir
Comm. Dev. Dir.
Field Svcs. Mgr.
Fire Chief
Parks Dir.
Police Chief
Admin. Svcs. Dir.
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                [Signature]                2/15/11
(Name of Organization)            (Signature)               (Date)
CITY OF PORTERVILLE

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

Name of event: **Iris Festival**
Sponsoring organization: **Porterville Chamber**
Location: **Main Street**  Event date: 4/16/2021  Event time: 9am-5pm

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
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<tbody>
<tr>
<td>Vendors will be submitted prior to event, once finalized.</td>
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</table>

**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: Iris Festival
Sponsoring organization: Porterville Chamber
Event date: 4/11/2011
Hours: 9 a.m. - 5 p.m.

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 Street Closures
3:30 a.m. - 7:30 p.m.

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<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
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<td>Main Street</td>
<td>Olive</td>
<td>Morton</td>
<td>Booths &amp; Kids</td>
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<td>Garden</td>
<td>Main</td>
<td>East Alley</td>
<td>Area, Stage</td>
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<td>Oak</td>
<td>Division</td>
<td>Second</td>
<td>Entertainment</td>
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<tr>
<td>Mill</td>
<td>Division</td>
<td>East Alley</td>
<td>Pedestrian Traffic</td>
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<td>Putnam</td>
<td>Division</td>
<td>East Alley</td>
<td>Car Show</td>
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<td>Cleveland</td>
<td>Division</td>
<td>East Alley</td>
<td>Chili Cook-Off</td>
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<td>Thurman</td>
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<td>East Alley</td>
<td>Porterville Celebrates</td>
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<td>Harrison</td>
<td>Division</td>
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<th>Sidewalks</th>
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<td>Main</td>
<td>Olive</td>
<td>Cleveland</td>
<td>Sidewalk Sales</td>
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<td>Oak</td>
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<td>Putnam</td>
<td>Hackett</td>
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<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
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<tr>
<td>Parking Lot</td>
<td>Between Allen's + Previous J. C. Penney Site</td>
<td>Booths &amp; Cars, Shuttle Stop</td>
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4 of 4
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE CHAMBER OF COMMERCE

IRIS FESTIVAL

APRIL 16, 2011

Business License Supervisor:  
S. Hartman  

Business License Department requires vendor list prior to event.

Public Works Director:  
B. Rodriguez

Community Development Director:  
B. Dunlap

Additional Insured needs to include Porterville Redevelopment Agency.

Field Services Manager:  
B. Styles

barricades may be picked up at and returned to 555 N. Prospect.

Fire Chief:  
M. G. Garcia

Parks and Leisure Services Director:  
M. Stowe

Police Captain:  
S. Rodriguez

Please see EXHIBIT ‘B.’

Administrative Services Manager:  
P. Hildreth

Please see EXHIBIT ‘A,’ page 2.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce
Event: Iris Festival
Event Chairman: Augie Gonzalez
Location: Main Street
Date of Event: April 16, 2011
Time of Event: 9:00 a.m. to 5:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce 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 The 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.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an ‘admitted’ insurer in the State of California.
CITY OF PORTERVILLE
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 Chambers
   93 North Main Street, Suite A.

2 Address where amplification equipment is to be used: Main Street

3 Names and addresses of all persons who will use or operate the amplification equipment: Pete McCracken,
   Julie Ream, Monte Reyes

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

5 Dates and hours of operation of amplification equipment: 4/16/2011 9 a.m.-5 p.m.

6 A general description of the sound amplifying equipment to be used: 300 watts

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 § 6311)

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the 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 § 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.

Signature of Applicant

City of Porterville, Chief of Police/Deputy

Date

Feb. 28, 2011
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Walter Mortensen Insurance
P.O. Box 1960
Porterville, CA 93258
559-781-5200
Daren Griswold

**INSURED**
Porterville Chamber of Commerce,
93 N Main St
Porterville, CA 93257

**DATE (MM/DD/YYYY)**
02/17/2011

**INSURERS AFFORDING COVERAGE**

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<td>Western Heritage Insurance Company</td>
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**COVERAGE**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERMIT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>ANY PROPRIETOR/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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**CERTIFICATE HOLDER**

City of Porterville
Main Street
Porterville, CA 93257

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert V. Nuccio

© ACORD CORPORATION 1988
IMPORTANT

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

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

DISCLAIMER

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

2. Name of Person or Organization (Additional Insured):
   City of Porterville
   Additional Insured:

3. Additional Premium:

   (If no entry appears above, the 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:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
**ACORD** CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**
Walter Mortensen Insurance
P.O. Box 1960
Porterville, CA 93258
559-781-5200

**INSURER A**
Western Heritage Insurance Company
37150

**INSURED**
Porterville Chamber of Commerce,
93 N Main St
Porterville, CA 93257

**INHIBITORS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER B</th>
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<th>INSURER E</th>
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**COVERAGE**

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

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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMPO/AGG</td>
<td>$1,000,000</td>
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<td>Included</td>
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<td></td>
</tr>
</tbody>
</table>

**AUTOMOBILE LIABILITY**

- ANY AUTO
- ALL OWNED AUTOS
- SCHEDULED AUTOS
- HIRED AUTOS
- NON-OWNED AUTOS

**GARAGE LIABILITY**

- ANY AUTO

**EXCESS/UMBRELLA LIABILITY**

- OCCUR
- CLAIMS MADE

**DEDUCTIBLE**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
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<tbody>
<tr>
<td>$</td>
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</tbody>
</table>

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

- WE STATUTORY LIMITS
- E.L. EACH ACCIDENT
- E.L. DISEASE - EA EMPLOYEE
- E.L. DISEASE - POLICY LIMIT

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

Additional Insured: Porterville Redevelopment Agency

**CERTIFICATE HOLDER**
Porterville Redevelopment Agency
291 N Main Street
Porterville, CA 93257

**CANCELLATION**
Should any of the above described policies be canceled 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
Robert V. Nuccio

© ACORD CORPORATION 1988
IMPORTANT

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

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

DISCLAIMER

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

2. Name of Person or Organization (Additional Insured):
   Porterville Redevelopment Agency
   Additional Insured:

3. Additional Premium:

   (If no entry appears above, the 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:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
CITY OF PORTERVILLE
Community Civic Event Application

PORTERVILLE IRIS FESTIVAL – April 16, 2011

Proposed Conditions/Requirements for Porterville Iris Festival – Downtown Porterville

➢ City Council approval is required for all street closures.

➢ On all streets approved for closure, ensure adequate 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.

➢ Consumption of alcohol by participants, attendees, organizers at the event is strictly prohibited.

➢ At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Silver Rodriguez, Captain
Police Department
February 28, 2011

EXHIBIT 'B'
SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration

COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8690 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination whether to continue or terminate the local emergency declaration.

Since its last review on March 1, 2011, as a follow up to the meeting with State and Federal representatives on February 24, 2011, City staff joined several of the same State and Federal representatives in field investigations of the areas reported as suffering flood damage. By no later than the middle of April 2011, all damage repair projects must be defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, and all repair projects must be completed by July 2012.

The Council will have conducted its study session to review the local emergency on Thursday, March 10, 2011, the purpose of which was to review staff's analysis of the response to the local emergency and to discuss options for future mitigation of any identified issues.

RECOMMENDATION: That the Council:
1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8690 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

Item No. 17a
HEARING

SUBJECT: RESOLUTION OF NECESSITY PERTAINING TO THE ACQUISITION OF A PORTION OF PROPERTY (55,590 SQ. FEET) LOCATED AT APN #259-050-025, OWNER ESTATE/INTEREST OF DOROTHY JUE MOE - FOR THE PROPOSED WIDENING AND IMPROVEMENT OF NEWCOMB STREET

SOURCE: City Attorney's Office

COMMENT: Staff has been working with a representative (Laurie Saeman) of the owner of the subject property, Estate/Interest of Dorothy Jue Moe, to acquire the above-referenced portion of property (approximately 55,590 square ft. of property, currently utilized for agricultural purposes). This portion of the property needs to be acquired in order to commence construction for the street widening and improvement of Newcomb Street. While there have been ongoing discussions between the parties, the City and property owner have not yet been able to reach an agreement.

Staff is asking City Council to adopt a Resolution of Necessity, as the plans for the proposed project are complete and the City wishes to commence construction work. The City Attorney has prepared the attached Resolution of Necessity as authorized and for adoption by City Council. The statutory offer and summary of the basis for just compensation, pursuant to Government Code Sections 7267.1 and 7267.2(a) and prepared by City and/or its agent, have been sent to the owners. The City Attorney has also notified the above owners, in writing via certified mail, and more than 15 days prior to the Council meeting, that this matter would be scheduled for this meeting's agenda. In adopting a Resolution of Necessity, the City Council must find that the public interest and necessity require the project, that the project is planned or located in the manner that will be most compatible with the greatest public good and least private injury, and that the property sought to be acquired is necessary for the project. Passage of the Resolution requires a two-thirds vote of all members of the City Council.

RECOMMENDATION: That City Council:
1. Hear testimony from the owners and/or their representative(s);
2. Adopt the attached Resolution of Necessity; and
3. Authorize the City Attorney to take all appropriate action necessary to acquire said property on behalf of the City of Porterville.

ATTACHMENT: Draft Resolution of Necessity and Attachments

ITEM NO. 18
CITY COUNCIL, CITY OF PORTERVILLE
COUNTY OF TULARE, STATE OF CALIFORNIA

RESOLUTION NO. ___________ - 2011

RESOLUTION OF NECESSITY REQUIRING THE EXERCISE OF
THE POWER OF EMINENT DOMAIN PERTAINING TO THE ACQUISITION OF
PROPERTY FOR USE BY THE CITY OF PORTERVILLE FOR THE WIDENING AND
IMPROVEMENT OF NEWCOMB STREET IN COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 1245.210 ET SEQ. OF THE CODE OF CIVIL
PROCEDURE OF THE STATE OF CALIFORNIA

WHEREAS, the City of Porterville intends to undertake a project to widen and
improve a section of Newcomb Street and complete related work; and

WHEREAS, after notice and opportunity have been given to the property
owner(s) at issue, the City Council of the City of Porterville hereby finds and determines
as follows:

1. The City of Porterville intends to construct the aforementioned Project, a
public use, together with related improvements to carry out and make effective the
principal purpose pursuant to Code of Civil Procedure Section 1240.120(a), and in
connection therewith, acquire interest in certain real property. Said public use is a
function of the City of Porterville.

2. The City of Porterville is authorized to acquire the portion of the parcel
described in Appendix 1 herein and exercise the power of eminent domain for the public
use set forth herein in accordance with the California Constitution and the California
Eminent Domain Law, Code of Civil Procedure Section 1230.010 et seq. and pursuant
to Government Code Section 37350.5, Streets and Highways Code Section 5100 et
seq., and Sections 3 and 4 of the Charter of the City of Porterville.

3. The property to be acquired will affect the southern portion of one parcel
generally located at the southwest corner of Olive Avenue and Newcomb Street and
consisting of a strip of land more particularly described in Appendix 1, attached hereto
and incorporated herein by reference together with a map thereof.
4. On February 25, 2011, there was mailed a Notice of City of Porterville's Intent to Adopt a Resolution of Necessity for acquisition by eminent domain of the real property described in Appendix 1 herein, which Notice of Intent is attached hereto as Appendix 2 and is incorporated herein by this reference. Said Notice of Hearing was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an interest in the property described in Appendix 1, and to the situs address appearing on said Roll. Said Notice advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein. Said persons received the Notice of Intent.

5. The hearing set out in said Notice was held on March 15, 2011, at the time and place stated therein, and all interested parties were given an opportunity to be heard. The hearing was closed.

Based upon the evidence presented, this City Council by vote of two-thirds or more of its members, further finds, determines, declares, and resolves each of the following:

a. The public interest and necessity require the proposed project.

b. The proposed project serves a public purpose and is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property described herein in Appendix 1 is necessary for the proposed project.

d. The offer required by Section 7267.2(a) of the Government Code, and the summary of the basis for the amount established as just compensation, attached hereto in Appendix 2, was made to the owner or owners of record.
e. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the City of Porterville.

f. A portion of the property described in Appendix 1 may be acquired for a more necessary public use pursuant to Code of Civil Procedure Section 1240.610. The City Council further finds and determines that insofar as and to the extent that said parcel has heretofore been dedicated to a public use for telephone and/or electric utility purposes, the acquisition and use of said parcel by the City of Porterville for the public use described above is for a more necessary public use than the use to which the property has already been appropriated.

6. The City Attorney is hereby AUTHORIZED and EMPOWERED:

a. To acquire in the name of the City of Porterville, by condemnation, the property described in Appendix 1, attached hereto and incorporated herein by this reference in accordance with the provisions of the California Eminent Domain Law and the Constitution of California;

b. To acquire the property in fee simple unless a lesser estate is described in Appendix 1, herein;

c. To prepare or have prepared and to prosecute or to retain counsel to prosecute in the name of the City of Porterville such proceedings in the proper court as are necessary for such acquisition;
d. To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Porterville to take immediate possession and use of said property for said public uses and purposes.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2011.

__________________________________
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
LEGAL DESCRIPTION

Exhibit “A”

The East 42 feet of the south half of the Northeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

END OF DESCRIPTION

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

Signature: [Signature]
Licensed Land Surveyor

Date: 3-25-2010
The East 42 feet of the South half of the Northeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California.
February 25, 2011

The Estate of Dorothy Jue Moe
Dinah Moe
Dixie Moe
Laurie Moe
P.O. Box 5233
Sherman Oaks, CA 91413

Attn: Lisa Saemann

RE: Notice of City of Porterville’s Intent to Adopt a Resolution of Necessity to Acquire Property by Eminent Domain [CA Code of Civil Procedure 1245.235]
Site Address: (No Address), Porterville, CA
Assessor’s Parcel Number: 259-050-025

Dear Property Owners:

1. Notice of Intent of City Council to Adopt a Resolution of Necessity. The City Council intends to consider the adoption of a Resolution of Necessity on March 15, 2011 that, if adopted, will authorize the City of Porterville to acquire the property described herein by eminent domain for the purpose of widening and improving Newcomb Street. A description of the property being considered for acquisition is included in the attachment marked Appendix A.

2. Notice of Your Right to Appear and Be Heard. Please take notice that the City Council of the City of Porterville, at a regular meeting to be held on Tuesday, March 15, 2011 at 6:30 p.m., or as soon thereafter as the matter may be heard, at Porterville City Hall, 291 N. Main Street, Porterville, California, will hold a hearing on whether such a Resolution of Necessity should be adopted, as required by California Code of Civil Procedure section 1245.235 for the commencement of an eminent domain proceeding to acquire real property.

You have a right to appear and be heard before the City Council at the above scheduled hearing on the following matters and issues, and to have the City Council give judicious consideration to your testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity:

   a. Whether the public interest and necessity require the proposed project;
   b. Whether the proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

APPENDIX 2
c. Whether the property sought to be acquired by eminent domain and described in the Resolution of Necessity is necessary for the proposed project;

d. Whether the offer required by Government Code section 7267.2(a), together with the accompanying statement and summary basis for the amount established as just compensation, was actually made to you and whether said offer and statement/summary were in a form and contained all of the factual information required by Government Code section 7267.2(a). Said offer and a copy of Government Code section 7267.2(a) is attached hereto as Appendix A.

e. Whether City Council has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the "right to take") to acquire the property described herein, including relocation assistance, as well as any other matter regarding the right to take said property by eminent domain; and

f. Whether City Council has statutory authority to acquire the property by eminent domain.

A copy of the proposed Resolution of Necessity will be available, upon your request, for inspection at the office of the Clerk of City Council at Porterville City Hall, 291 N. Main Street, Porterville, California five (5) days after this Notice was mailed and prior to the hearing at the place of the hearing.

Your name appears on the last equalized Tulare County assessment roll and as Owner (in our preliminary title report) of the property required for the proposed project.

The statutes that authorize the City to acquire the property by eminent domain for this proposed project are Streets and Highways Code § 10102 (street right of way) and Streets and Highways Code §§5100 et seq. (Street Improvement Act acquisitions).

3. Failure to File a Written Request to Be Heard within Fifteen (15) Days After the Notice Was Mailed Will Result in Waiver of the Right to Appear and Be Heard. If you desire to be heard, please be advised that you must file a written request with the clerk of the governing board within fifteen (15) days after this Notice was mailed. You must file your request to be heard at: Porterville City Hall, 291 N. Main Street, Porterville, California.

Should you elect to mail your request to the clerk of the City Council, it must be actually received by the clerk for filing within fifteen (15) days after this Notice was mailed. The date of mailing appears on this Notice.

California Code of Civil Procedure section 1245.235(b)(3) provides that "failure to file a written request to appear and be heard within fifteen (15) days after the Notice was mailed will result in waiver of the right to appear and be heard" on the above matters and issues that are the subject of the hearing.

If you elect not to appear and be heard in regard to compensation, your nonappearance will not be a waiver of your right to claim greater
compensation in a court of law. The amount to be paid for the property will not be considered by the board at this hearing.

If you elect not to appear and not to be heard, your failure will be a waiver of your right to later challenge the right of the City to take the property by eminent domain.

The amount of the compensation to be paid for the acquisition of the property is not a matter or issue being heard by City Council at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, in and as determined by a Court of Law in accordance with the laws of the State of California. This Notice is not intended to foreclose future negotiations between you and the representatives of the City on the amount of compensation to be paid for your property. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a Court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the property by eminent domain.

If City Council elects to adopt the Resolution of Necessity, then within six months of the adoption of the Resolution, the City will commence eminent domain proceedings in Superior Court. In that proceeding, the Court will determine the amount of compensation to which you are entitled.

Dated and mailed on February 25, 2011.

McCormick Kabot Jenner & Lew
A Professional Corporation

By: [Signature]
Jennifer Knight
Deputy City Attorney
City of Porterville

CC: Baldo Rodriguez, Porterville Public Works Director
    Susan Duke, Porterville Comm. Dev. Project Manager
    John Lollis, Porterville City Manager

Enclosures: Appendix A
APPENDIX A
Paragon Partners Ltd.

January 4, 2011

VIA E-MAIL and US MAIL

The Estate of Dorothy Jue Moe
Dinah Moe
Dixie Moe
Laurie Moe
P.O. Box 5233
Sherman Oaks, CA 91413

Attn: Lisa Saemann

RE: Final Offer to Purchase Real Property
Site Address: (No Address), Porterville, CA
Assessor’s Parcel Number: 259-050-025

Dear Ms. Moe, et. al.:

By letters dated April 12, 2010, May 19, 2010 and August 30, 2010, the City of Porterville (City) offered to purchase a fee interest in a portion of the subject property, as described in the attached Exhibit “A” and as shown cross-hatched on the Property Plat drawing attached as Exhibit “B” (the Property), for the purpose of widening and improving Newcomb Street. The City’s proposed street improvement project is predicated on the City receiving the necessary construction funding from Caltrans. In order for the City to be assured of receiving those funds from Caltrans, the City must first purchase the Property, or obtain the right to enter upon and use the Property for the purpose of constructing such public street improvements.

Therefore the City hereby makes its Final Offer to Purchase in the amount of THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS ($38,357.00) for the acquisition of 100% of the interest(s) in the Property, free of all liens and other encumbrances, except as may be agreed to by the City.

The amount of the offer is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq., on the Property. Furthermore, please be advised that the amount offered is subject to an environmental site inspection, and the cost to remediate any identified problems may affect the valuation of the Property. This offer is also conditioned on the City Council’s ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity.

No final determination has been made as to the ownership of the subject property. This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the subject property that the City is seeking to acquire, all parties with such interest must accept this offer.
We look forward to working with you toward a friendly negotiation and timely completion of this transaction.

If for any reason you should see fit to not accept the City’s offer, please be advised that this letter, the offer(s) made, the appraisal, appraisal summary statements, and all matters stated herein are made under the provisions of California Evidence Code §§ 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action, for any purpose prohibited under these sections.

Please let us know if you (the Sellers) agree to accept the City's Final Offer by returning the signed Purchase Contract no later than January 25, 2011. Failure to return the signed contract by January 25, 2011 will be deemed a refusal of the City's Final Offer.

If you have any questions regarding this matter, please do not hesitate to contact me at 714-379-3376, ext. 249 or by e-mail at: radler@paragon-partners.com.

Sincerely,
Paragon Partners Ltd.

RICHARD A. ADLER
Agent for the City of Porterville

Enclosures:  Appraisal Summary Statement
  Copy of Preliminary Title Report
  Eminent Domain Information Pamphlet
  Legal Description and Plat Drawing
  Purchase Contract (revised)
  Acknowledgment of Receipt
SUMMARY OF THE BASIS FOR THE AMOUNT ESTABLISHED AS JUST COMPENSATION

The following is a summary of the basis for the amount that the City of Porterville established as just compensation, which amount was derived from an appraisal as approved by the City of Porterville. The appraisal was prepared to comply with Code of Civil Procedure Section 1255.010 and to assist the City of Porterville to acquire property by negotiated agreement with Owners, so as to avoid litigation, relieve congestion in the courts, and assure consistent treatment for Owners as required by Government Code Section 7267. The appraisal was made in accordance with accepted appraisal principles, consistent with California valuation law. A statement of the appraisal process, which was the basis for the valuation conclusions, follows:

Definition of the Appraisal Problem – Property Data

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<th>Date of Valuation Used:</th>
<th>August 6, 1010</th>
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<td>Property Identification:</td>
<td>Newcomb Street Widening</td>
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<tr>
<td>Record Owner:</td>
<td>Dorothy Jue Moe</td>
</tr>
<tr>
<td>Parcel Number:</td>
<td>259-050-025</td>
</tr>
<tr>
<td>Property Address:</td>
<td>None</td>
</tr>
<tr>
<td>Date acquired:</td>
<td>1957</td>
</tr>
<tr>
<td>Price paid:</td>
<td>N/A</td>
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<tr>
<td>Character of interest being considered for acquisition:</td>
<td>Fee acquisition</td>
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<td>Area of parcel proposed to be acquired:</td>
<td>55,590 square feet</td>
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<td>Improvements pertaining to the realty:</td>
<td>None</td>
</tr>
<tr>
<td>Topography:</td>
<td>Level, near street grade</td>
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<tr>
<td>Shape:</td>
<td>Rectangular-shaped</td>
</tr>
<tr>
<td>Access:</td>
<td>Newcomb Street and Olive Avenue</td>
</tr>
<tr>
<td>Utilities:</td>
<td>City of Porterville</td>
</tr>
</tbody>
</table>

Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable and legal use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished. The results of the highest and best use analysis are:
<table>
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<tr>
<th>Present Use:</th>
<th>Fallow land</th>
</tr>
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<tbody>
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<td>Applicable Zoning:</td>
<td>AE-20 Agriculture</td>
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<tr>
<td>Applicable general plan designation:</td>
<td>Low-Medium Density Residential</td>
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<tr>
<td>Reasonably probable legal land use designation in the near future:</td>
<td>Urban Residential</td>
</tr>
<tr>
<td>Highest and best legal use of the property reasonably probable in the near future:</td>
<td>Urban Residential</td>
</tr>
</tbody>
</table>

**Value Estimate: Application of the Sales Comparison Approach**

The sales comparison approach was used as the best indication of market value. The sales comparison approach is one of the three accepted approaches value. The income capitalization approach and the cost approach were not considered to be applicable to this appraisal problem. The sales comparison approach is used to derive a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments to the comparables based on the elements of comparison. This is the preferred method of valuation when comparable sales data are available. The sales comparison approach was based on the consideration of comparable sales, which sold within a reasonable time of the date of valuation whereby an estimate of $30,000 per acre (or $0.69 per square foot) is indicated for the subject.

**Valuation Conclusions**

Based on the valuation derived from the said appraisal, the amount which the City of Porterville believes to be just compensation follows:

\[
55,590 \text{ square feet} \times \$0.69 \text{ per square foot} = \$38,357
\]

**Fair Market Value of Land Parcel** $38,357

In addition, in establishing the amount believed to be just compensation, the City of Porterville derived from said appraisal whether or not there were damages and benefits to the remaining property. The basis for this determination is whether or not the remainder had been diminished in value by reason of the acquisition of the Parcel being acquired and the construction of the improvement in the manner proposed (severance damage) and, if so, whether the same remainder had been increased in value by reason of the construction of the improvement in the manner proposed (benefits). If there are no severance damages, then whether there is a benefit is inapplicable since benefits can only be offset against severance damages by reason of California valuation law.

| Derived from said appraisal, the amount established as just compensation is | $38,357 |
| Severance damages to the remainder | $0 |
| **Total Compensation for Acquisition** | $38,357 |
In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner’s Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company
by
President

ATTEST
Secretary

Countersigned

CLTA Preliminary Report Form - Modified (11/17/06)
PRELIMINARY REPORT

Title Officer: Sandy Wright

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

ATTN: Susan Duke

PROPERTY ADDRESS: Porterville, California

EFFECTIVE DATE: June 30, 2009, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Dorothy Jue Moe, by judgment recorded July 15, 1957

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS Follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DV\DV 07/10/2009
LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The Northeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the West 69 1/3 acres thereof.


APN: 259-005-025
AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2009-2010.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

   Granted to:          Ewill A. Gilliam
   Purpose:           ditch purposes
   Recorded:        Book 236, Page 248, of Deeds
   Affects:          as set forth in said document

4. An easement for road and highway purposes over the North 30 feet of the Northeast quarter of said Section 33, excepting the West 69 1/3 acres, as condemned by Final Decree of Condemnation in the Tulare County Superior Court, Case No. 36330, a certified copy of which was recorded January 15, 1948, in Book 1278, Page 427, Official Records.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

   Granted to: Southern California Edison Company, a corporation
   Purpose:         poles and pole lines
   Recorded:        November 18, 1953, Book 1709, Page 186, of Official Records
   Affects:         as set forth in said document

Reference is made to said document for full particulars.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

   Granted to: Southern California Edison Company, a corporation
   Purpose:         poles and pole lines
   Recorded:        May 9, 1956, Book 1921, Page 413, of Official Records
   Affects:         as set forth in said document

   Dated: none shown  
   Executed by: Dorothy Jue Moe and the County of Tulare  
   Affects: said land with other property

8. **An unrecorded lease** with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document.

   Entitled: Judgment in Condemnation  
   Lessor: none shown  
   Lessee: John DePaoli and Josephine DePaoli, husband and wife  

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

9. **The effect of** a Grant Deed: Reservation of Life Estate, executed by Dorothy Jue Moe, as to a life estate, to Dinah Moe, Dixie Moe and Laurie Mose, as joint tenants, as to the remainder, recorded November 14, 2001, Instrument No. 2001-0087091, Official Records.

10. **As of this report date,** we find no open deeds of trust of record. Please verify with escrow personnel and/or agents whether or not we have overlooked something and advise the title department accordingly prior to close of escrow.

11. **Rights of the public** as to any portion of the land lying within the area commonly known as Avenue 152 and Road 232.

**END OF ITEMS**

**Note 1.** The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

**Note 2.** The Requirement that the complete and correct name or names of proposed buyers herein, be submitted to the Title Department, at least 5 days prior to the close of escrow.
Note 3. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.

Note 4. Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

- Tax Identification No.: 259-050-025
- Fiscal Year: 2008 - 2009
- 1st Installment: $482.21
- 2nd Installment: $482.21
- Exemption: $0.00
- Land: $93,861.00
- Improvements: $0.00
- Personal Property: $0.00
- Code Area: 061-000

Note 5. Escrow information note: Arb No. 259-005-X-25

Note 6. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 7. Please contact Escrow Office for Wire Instructions.

Note 8. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES
COUNTY OF TULARE, CALIFORNIA, U.S.A.
ASSessor’s MAP Rk 259, Pk.05
Vicinity Of Porterville

Parcel 1 of 4

Local Assessor’s parcel Numbers shown in corners

Note: Numbers shown in corners not to be used in place of official parcel description

Important: This plan is not a survey.
ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   • land use
   • improvements on the land
   • land division
   • environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
   • a notice of exercising the right appears in the public records on the Policy Date
   • the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:
   • that are created, allowed, or agreed to by you
   • that are known to you, but not to us, on the Policy Date unless they appeared in the public records
   • that result in no loss to you
   • that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
   • to any land outside the area specifically described and referred to in Item 3 of Schedule A or
   • in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.
ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
ATTACHMENT ONE
(CONTINUED)
FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENFORCEMENT-FORM I COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
   (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Attachment One (01/01/08)
ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy, or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer, or
      (b) of such recorrection to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION OWNER’S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insulated against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. Land division
   f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<table>
<thead>
<tr>
<th>Covered Risk</th>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Risk 14:</td>
<td>1.00% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Covered Risk 15:</td>
<td>1.00% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 16:</td>
<td>1.00% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 18:</td>
<td>1.00% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>
ATTACHMENT ONE  
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08) 
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08) 
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<table>
<thead>
<tr>
<th>Cover Risk</th>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Risk 16:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Covered Risk 18:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 19:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 21:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Attachment One (01/01/08)
ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.
ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01/01/08)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys’ fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28);
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

Attachment One (01/01/08)
Notice

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Effective through November 1, 2014
Fidelity National Financial, Inc.

Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected
We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.
Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information
We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access To Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, **FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.**

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.
EMINENT DOMAIN
Information Pamphlet

CITY OF PORTERVILLE
Community Development Department
291 North Main Street
Porterville, CA 93257
EMINENT DOMAIN – Information Pamphlet

I. Introduction

Eminent domain is the power of the government to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, the City of Porterville tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the City only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.¹

- What is a "public use"?

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water pipelines or storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- What is "just compensation"?

Just compensation is the fair market value of the property being acquired by the government. The state law definition of fair market value is "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

II. The Eminent Domain Process and the Property Owner's Rights

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of your property may be necessary for a public use project, the City will begin the appraisal process to determine the property's fair market value.

¹ This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice.
• How is the fair market value of my property determined?

The City will retain an independent, accredited appraiser familiar with local property values to appraise your property. The appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the City with the appraisal. The City will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

• What factors does the appraiser consider in determining fair market value?

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

• Will I receive a copy of the appraisal?

The City is required to provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the City's offer. Among other things, this summary must include:

- A general statement of the City's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the City is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the
City may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

- **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the City. At the time of making its initial offer to you, the City must offer to reimburse you the reasonable costs, not to exceed $5,000, of an independent appraisal of your property. To be eligible for reimbursement, the independent appraisal must be conducted by an appraiser licensed by the State Office of Real Estate Appraisers.

- **What advantages are there in selling my property to the City?**

A real estate transaction with the City is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the City.

  - You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The City will pay all these costs.

  - Although the City cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

- **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The City will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

Also, if any remaining part is of such a size, shape, or condition as to be of little market value, the City will offer to acquire that remaining part (or remnant) from you, if you so desire.

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.
- **What will happen to the loan on my property?**

Where the City is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the City are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the City's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the City, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The City, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the City may either file an eminent domain action in a court located within the same county where your property is located or it may decide to abandon its intention to acquire the property. If the City abandons its intention to acquire, it will promptly notify you.

If the City proceeds with eminent domain, the first step is for the City staff to request authority from the City Council to file a condemnation action. The approval from the City Council is called a "Resolution of Necessity." In considering whether condemnation is necessary, the City Council must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice and an opportunity to appear before the City Council when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the City Council or in writing to the City Council.

If the City Council adopts the Resolution of Necessity, the City can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The City is the plaintiff. Anyone with a legal interest in the property, generally determined from a title report on the property (including tenants or mortgage holders), are named as defendants. Often, the City will also deposit the amount the City believes is the "probable amount of compensation" with the State Treasurer where the complaint is filed. A deposit must be made if the City is seeking to acquire possession of the property before agreement is reached on the fair market value.
• Can the City acquire possession of my property before the property's fair market value is determined in the eminent domain lawsuit?

In some cases, the City may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the City must apply to the court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The City is required to schedule a hearing with the court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent at least 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the order for possession should be granted. As noted above, the City must deposit with the State Treasurer the probable amount of just compensation in order to obtain possession of the property.

• Can I oppose the motion for an order for possession?

Yes. You may oppose the motion in writing by serving the City and the court with your written opposition within the period of time set forth in the notice from the City.

• Can I rent the property from the City?

If the City agrees to allow you or your tenants to remain on the property after the City acquires possession, you or the tenants will be required to pay a fair rent to the City. Generally, such rent will not be more than that charged as rent for the use of a property similar to yours in a similar area.

• Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the State Treasurer before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the City to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the City to increase the amount deposited with the State Treasurer if you believe the amount the City has deposited less than the "probable amount of compensation."

• Can I contest the condemning agency's acquisition of the property?

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the City's right to acquire or condemn the property.
LEGAL DESCRIPTION

Exhibit "A"

The East 42 feet of the south half of the Northeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

END OF DESCRIPTION

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

Signature: Michael K. Reed
Licensed Land Surveyor

Date: 3-25-2010
PURCHASE CONTRACT

This Purchase Contract ("Agreement") is between the City of Porterville, a municipal corporation ("City") and The Estate of Dorothy Jue Moe ("Grantor")

It is mutually agreed as follows:

1. Grantor agrees to sell to City, and City agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, the fee interest in and to that certain portion of the real property more fully described in the Legal Description attached hereto as Exhibit "A" and as shown cross-hatched on the Property Plat drawing attached hereto as Exhibit "B" and incorporated herein by reference, together with any and all improvements located thereon (together, the "Property"), for the purpose of widening and improving Newcomb Street. Grantor hereby states that Grantor has full title except as hereinafter mentioned and has full authority to sign this Agreement and to convey the rights described herein.

2. The parties hereto have set forth the whole of their agreement. The performance of this Agreement constitute the entire consideration for the Property and shall relieve the City of all further obligation on this account, or on account of the location, grade, or construction of the proposed public improvement.

3. Upon approval by the City Council, the City shall:

   A. Pay the undersigned Grantor the sum of THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY SEVEN DOLLARS ($38,357.00) for the Property immediately upon title to said Property vesting in the City, free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

   B. Pay all the escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, then the City will pay the premium charged therefore. Grantor hereby authorizes the City to prepare escrow instructions for review by Grantor and filing with the escrow agent after such review and approval by Grantor.

   C. Have the authority to deduct and pay from the amount shown in Clause 3. A above any amount necessary to pay reconveyance fees and trustee's fees for any full reconveyance of Deed(s) of Trust, and to satisfy any bond demands and/or
delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which have become a lien at the close of escrow. Current taxes shall be prorated as of the date of possession or the date of conveyance is recorded, whichever occurs first. However, if an Order of Immediate Possession has been obtained, then the date of proration of taxes shall be as of the effective date of said Order.

4. Grantor grants the City, its permittees, contractors, agents or assigns, a right to enter, upon, over, across, and under Grantor’s property shown on Exhibit “A” attached hereto and Grantor’s property lying adjacent to the property shown on Exhibit “A” during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents, thereto, including, but not limited to, the repair, replacement, restoration, removal, and /or disposal of existing improvements.

A. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents or assigns shall be cured by same. In addition, the City of Porterville agrees to indemnify the Grantor and hold said Grantor harmless from any loss of, or damage to any property or injury or death of any person whosoever arising out of or connected with their performance of any work authorized under this Agreement or the public improvements constructed pursuant to this Agreement.

B. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and /or dispose of existing improvements) shall commence upon execution of this Agreement and shall terminate upon completion of construction of the project, and that the amount shown in Clause 3.A. herein includes, but is not limited to, full payment for such possession and use, excluding any damages or amounts that City may be liable for pursuant to Clause 4.A., which section shall not be affected by this Clause 4.B.

5. The sum set forth in Clause 3.A. above included payment for the following: fee title to 55,590 square feet of land and any and all landscaping and improvements thereon, and all rights of possession and use provided for herein.

6. This Agreement shall not and does not create any new or additional restriction on Grantor’s use of its Property.

7. It is understood that City, at City’s sole expense, shall be responsible for construction of new public street improvements within the Property shown on Exhibit “A” attached hereto. Grantor shall not be responsible for payment or reimbursement of such costs upon future development of Grantor’s land lying adjacent to the Property.

8. It is understood that once this Agreement is executed it must be approved by the City Council to complete the transaction. Delivery of this Agreement and the
accompanying Grant Deed is conditioned upon the City Council’s approval of said documents.

9. NO OTHER OBLIGATION OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN WILL BE RECOGNIZED. CITY’S INDEMNITY OBLIGATION SHALL SURVIVE THE CLOSING OF THIS TRANSACTION AND/OR THE TERMINATION HEREOF.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year shown.

GRANTOR:

The Estate of Dorothy Jue Moe

By: __________________________________________
    Name                                     Title

By: __________________________________________
    Name                                     Title

___________________________________________
Dinah Moe

___________________________________________
Dixie Moe

___________________________________________
Laurie Moe

Date: __________________________

CITY OF PORTERVILLE, a municipal corporation

By: _________________________________________
    For City of Porterville

Date: __________________________

Witness/Received:

By: __________________________

Date: __________________________

By: __________________________
    Acquisition Agent

Date: __________________________
Acknowledgment of Receipt

Please sign and return to Paragon Partners Ltd. in the enclosed self-addressed, stamped envelope.

Acknowledgment of Receipt does not constitute acceptance.

I/We acknowledge receipt of the Offer to acquire a portion of the real property described as APN 259-050-025 and the related materials sent to me/us by Paragon Partners Ltd. on behalf of the City of Porterville.

Name of Recipient ___________ Signature of Recipient ___________ Date ___________

(_____) __________________ (_____) __________________
Phone Cell

E-mail (optional)

☐ The mailing address is correct as sent.

☐ Please update the mailing address as follows:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

5762 Bolsa Avenue Suite 201, Huntington Beach, CA 92649
714-379-3376  Fax 714-373-1234
SUBJECT: RIVERWALK MARKETPLACE PHASE II REVISED DRAFT ENVIRONMENTAL IMPACT REPORT

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: A Revised Draft Environmental Impact Report (EIR) for the Riverwalk Marketplace Phase II project has been prepared and was distributed on February 22, 2011 for a 45-day review period as required by the California Environmental Quality Act (CEQA) of 1970. This meeting has been set to allow the public the opportunity to comment on the environmental document or other aspects of the project, in advance of the public hearing, which will be scheduled for later this spring.

Riverwalk Marketplace Phase II is located at the southeast corner of Indiana Street and Springville Avenue, generally northeast of the State Highway 190/State Highway 65 interchange. The project includes development of 21.8± acres of commercially designated and zoned land consisting of 202,854± square feet of primarily retail uses anchored by a 161,602± square foot Walmart store. The project has four other pads for commercial development but no tenants have been identified for these sites. Building sizes are shown as 9,386± square feet, 10,995± square feet, 14,090± square feet, and 6,781± square feet. Tenants could include a variety of commercial uses such as convenience restaurants, a bank, sporting goods store, or other similar retail or office use consistent with the uses permitted in the Retail Centers zone district.

Table 1.0-3 of the Executive Summary provides a synopsis of each significant effect with proposed mitigation measures that, when implemented, will reduce or avoid that effect to a less than significant level. However, impacts related to noise from construction, traffic and project operation, and traffic/transportation will remain significant after mitigation measures are implemented. Those impacts are summarized in section 1.0.5 of the Draft EIR (page ES-5). Although all of the potential noise and traffic/transportation impacts cannot be fully mitigated, mitigation measures have been identified that will provide a level of mitigation for these impacts to bring them as close to compliance as practicable.

RECOMMENDATION: For Council’s information only and to allow the public to make comments on the Draft EIR and other aspects of the project, to be included in the public record.

ATTACHMENTS:
1. Executive Summary of Draft EIR
2. Locator Map
3. Site Plan

DD BN APPROPRIATED/FUNDED N/A CM  

ITEM NO. 19
1.0 EXECUTIVE SUMMARY

1.0.1 INTRODUCTION

This environmental impact report (EIR) was prepared in accordance with the California Environmental Quality Act (CEQA) and provides an overview of the proposed project and alternatives, identifies the anticipated environmental impacts from the project and the alternatives, and identifies mitigation measures to reduce significant impacts to less than significant.

1.0.2 PROJECT LOCATION AND SETTING

The Riverwalk Marketplace II Project Area is located within the southeastern portion of the San Joaquin Valley (SJV) in Tulare County.

The SJV is part of the Great Valley Geomorphic Province of California and is defined by the Sierra Nevada Mountains in the east (8,000 to 14,000 feet), the Coast Ranges in the west (averaging 3,000 feet), and the Tehachapi Mountains in the south (6,000 to 8,000 feet). The floor of the SJV is filled with alluvial sediments and the geologic structure is characterized by folding and faulting. The climate of the SJV is Mediterranean with moist, cool winters and dry, warm summers.

The eight counties of the San Joaquin Valley contain about 17.5 million acres of land, or about 27,300 square miles. As of 2000, about 5.7 million acres, or approximately 30 percent, were in agricultural production, including about 3.2 million acres classified by the state as "prime farmland." Approximately 600,000 acres, or about 3 percent, had been urbanized. The remaining 11 million acres were either barren, under water, or covered with something other than agricultural crops or urban use. A large portion of this land consisted of forest and similar land cover in the foothill areas of some of the counties, with a part of that in federal or other public lands.¹

The City of Porterville is situated at the base of the Sierra Nevada Mountains in the south central portion of Tulare County, approximately 70 miles south of Fresno and 50 miles north of Bakersfield. Regional access to the City is provided by State Route 65 and 190, while State Route 99 is located 17 miles to the west of the City.

The City Planning Area contains 36,341 acres of land, of which the incorporated City boundary encompasses 9,161 acres. Of the land in the City’s Planning Area, approximately 21,270 acres (59 percent) are used for agriculture, are considered rural, or used for conservation. Within the City proper, single

¹ Public Policy Institute of California, San Francisco, California, Urban Development Futures of San Joaquin Valley. 2005.
family residential and public/quasi-public uses account for approximately 24 percent and 22 percent of land uses, respectively, with agriculture and rural/conservation uses accounting for 9 percent of land uses. In comparison, commercial (5 percent) and retail shopping (1 percent) uses represent a relatively small percentage of the overall Citywide land use mix. Approximately 17 percent (1,500 acres) of land within the incorporated City boundary is vacant.\(^2\)

The approximately 21.8 acre project site is located on the southeast corner of Indiana Street and Springville Drive, northeast of the State Route 190/State Route 65 interchange.

The project site is characterized by vacant and disturbed land containing non-native grasses and weeds. The site is also relatively flat, with a gentle gradient to the west. The project site was disturbed by rough grading during the construction of the adjacent Riverwalk Marketplace Phase I and development of Vandalia Avenue, which bisects the southerly portion of the project site.

1.0.3 PROJECT DESCRIPTION

The project involves the construction and operation of a retail commercial center containing 202,854 square feet of floor space distributed among five building pads. Table 1.0-1, Summary of Proposed Development, shows the distribution of the project’s square footage amongst the Walmart, the four outlots and Right-of-Way (ROW) dedication.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Gross Land Area</th>
<th>Building Size</th>
<th>Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Acres)</td>
<td>(Square Feet)</td>
<td></td>
</tr>
<tr>
<td>Walmart</td>
<td>16.69</td>
<td>161,602</td>
<td>838</td>
</tr>
<tr>
<td>Pad 12</td>
<td>1.04</td>
<td>9,386</td>
<td>46</td>
</tr>
<tr>
<td>Pad 13</td>
<td>1.14</td>
<td>10,995</td>
<td>44</td>
</tr>
<tr>
<td>Pad 14</td>
<td>1.84</td>
<td>14,090</td>
<td>96</td>
</tr>
<tr>
<td>Outlot A</td>
<td>1.04</td>
<td>6,781</td>
<td>69</td>
</tr>
<tr>
<td>ROW Dedication</td>
<td>0.03</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>21.78</td>
<td>202,854</td>
<td>1,093 stalls</td>
</tr>
</tbody>
</table>


\(^2\) City of Porterville, 2030 General Plan, March 2008.
Proposed Walmart Store

As shown in Table 1.0-2, Walmart Building Square Footage Breakdown, the principal building pad will contain a Walmart store totaling 155,840 square feet (161,602 square feet including outdoor garden center). This retail anchor would be constructed on the northern 16.69 acres of the site, which includes 838 parking stalls positioned immediately to the south of the building pad. The Walmart store would include 92,305 square feet of general merchandise area, 24,964 square feet of grocery sales area, 9,289 square feet of grocery support area, 5,153 square feet of retail tenant area (leaseable area for a bank and fast food outlet area), 13,706 square feet of stockroom receiving area, and 10,423 square feet of ancillary area. The project would also include a 5,762-square-foot outdoor garden center that, when included with the other uses, would total 161,602 square feet.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Merchandise Sales Area</td>
<td>92,305</td>
</tr>
<tr>
<td>Grocery Sales Area</td>
<td>24,964</td>
</tr>
<tr>
<td>Grocery Support Area</td>
<td>9,289</td>
</tr>
<tr>
<td>Retail Tenant Area</td>
<td>5,153</td>
</tr>
<tr>
<td>Stockroom/Receiving Area</td>
<td>13,706</td>
</tr>
<tr>
<td>Ancillary Area</td>
<td>10,423</td>
</tr>
<tr>
<td>Total</td>
<td>155,840</td>
</tr>
<tr>
<td>Outdoor Garden Center</td>
<td>5,762</td>
</tr>
<tr>
<td>Total with Outdoor Garden Center</td>
<td>161,602</td>
</tr>
</tbody>
</table>


Operational Characteristics

The proposed Walmart store would offer a full-service supermarket, garden center, pharmacy (with a drive through component), medical clinic, portrait studio, hair salon, and a nail salon. The store will also have two spaces available for lease to a bank and fast food outlet inside the store. The range of products available will include groceries and general retail merchandise including alcohol for off-site consumption, pool chemicals, petroleum products such as motor oils, pesticides, and paint products.

The proposed Walmart store would operate 24 hours a day and require a staff of approximately 300 employees. There will be more than three shifts since some part time associates and full time associates will have flexible working hours throughout the week.
1.0 Executive Summary

Truck deliveries would be received on the north side of the Walmart building. Delivery hours are not limited; however, the anticipated delivery schedule would be as follows:

- Four-axle with transport refrigeration units, two units a day or 13 units a week
- Four-axle without transport refrigeration units, six units a day or 38 units a week
- Two-axle/vendor deliveries, nine units per day or 44 units a week (no deliveries on Wednesday or Sunday)

Remaining Building Pads

The remaining retail pads are located along the perimeter of the project site fronting Vandalia Avenue and Indiana Street. Outlot A is 1.04 acres in size, located along Indiana Street, and programmed for a 6,781-square-foot structure supported by 69 parking stalls. Pad 13 is 1.14 acres in size, located at the corner of Indiana Street and Vandalia Avenue, and programmed for a 10,995-square-foot structure supported by 44 parking stalls. Pad 14 is approximately 1.84 acres, located on the southern boundary of the project site along Vandalia Avenue, and would contain a 14,090-square-foot structure supported by 96 parking stalls. Pad 12 is approximately 1.04 acres in size and programmed for 9,386 square feet of floor space supported by 46 parking stalls. Pad 12 is separated from the other uses on the project site by Vandalia Avenue (refer to Table 1.0-1 for a summary of proposed development). While no specific tenants have been identified for the outlying pads, future tenants are likely to include convenience restaurants, bank, sporting goods, or other similar retail or office use consistent with the uses permitted in the CR (Retail Centers) zone based on consistency with the underlying General Plan Designation.

1.0.4 PROPOSED PROJECT IMPACTS

This EIR is focused on those environmental impact categories identified by the City of Porterville as having potentially significant impacts during the notice of preparation, scoping process, and public review period for the Initial Study. Other environmental concerns that were found to have no impact are briefly discussed in Section 5.0, Environmental Analysis. Environmental factors are listed by the level of significance of their impacts, both project-specific and cumulative in Table 1.0-3, Significance of Environmental Issues for the Proposed Project, as determined in the Initial Study and analyzed in this EIR.
1.0 Executive Summary

Table 1.0-3
Significance of Environmental Issues for the Proposed Project

<table>
<thead>
<tr>
<th>No Impact</th>
<th>Less than Significant Impact</th>
<th>Less than Significant Impact With Mitigation</th>
<th>Significant Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Quality</td>
<td>Biological Resources</td>
<td>Noise</td>
<td></td>
</tr>
<tr>
<td>Energy</td>
<td>Cultural Resources</td>
<td>Traffic and Transportation</td>
<td></td>
</tr>
<tr>
<td>Fire Protection</td>
<td>Solid Waste Disposal</td>
<td></td>
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<tr>
<td>Geology and Soils</td>
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<tr>
<td>Hydrology and Water Quality</td>
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<tr>
<td>Land Use (Urban Decay)</td>
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<td></td>
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<tr>
<td>Police Protection</td>
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<tr>
<td>Sanitary Sewer</td>
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<tr>
<td>Water Supply</td>
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</tr>
</tbody>
</table>

1.0.5 UNAVOIDABLE ADVERSE IMPACTS

The proposed project may result in unavoidable significant impacts to Noise and Traffic.

Noise

Even with implementation of Mitigation Measures 5.6-1 through 5.7-3 exterior noise levels at sensitive receptors around the proposed project site during construction would still be exposed to daytime noise levels that exceed 60.0 dB(A). Therefore, noise impacts during construction would be significant and unavoidable during the construction of the proposed project.

The proposed project will include features that produce noise. In both the year 2012 and 2030 (cumulative) scenarios, residences along Indiana Street and Springville Avenue would be exposed to noise levels that exceed the daytime noise level threshold of 50.0 dB(A) and the nighttime noise level threshold of 45.0 dB(A) per the Porterville Noise Ordinance. Therefore, impacts would remain significant and unavoidable.
1.0 Executive Summary

The combined project transportation and non-transportation noise would cause noise levels to increase at surrounding sensitive receptors in both the year 2012 and 2030 (cumulative) scenarios. Even with development of noise attenuating features such as walls and berms, residences along Springville Avenue and Indiana Avenue would still be exposed to noise levels above daytime and nighttime threshold values according to the Porterville Noise Ordinance. Impacts would therefore be significant and unavoidable.

Traffic and Transportation

The proposed project would cause the westbound left turn lane and the eastbound left turn lane at the intersection of Olive Avenue and Jaye Street to exceed capacity in the PM hour in the year 2030. It is not technically feasible to lengthen the storage lane to accommodate project contributions to queue lengths due to intersection geometry. Therefore, this impact is significant and unavoidable.

1.0.6 MITIGATION MEASURES

A summary of the impacts that include mitigation measures, and residual impacts thereafter, is provided in Table 1.0-4, Summary of Mitigation Measures.
### Table 1.0-4
Summary of Mitigation Measures

<table>
<thead>
<tr>
<th>Impact</th>
<th>Significance</th>
<th>Mitigation Measure(s)</th>
<th>Level of Significance After Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology</td>
<td></td>
<td>Within 30 days prior to ground disturbance activities associated with construction or grading that would occur during the nesting/breeding season of native bird species potentially nesting on the site (typically March through August in the project region, or as determined by a qualified biologist), the applicant shall have weekly surveys conducted by a qualified biologist to determine if active nests of bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code are present in the disturbance zone or within 300 feet (500 feet for raptors and special status species) of the disturbance zone. The surveys shall continue on a weekly basis with the last survey being conducted no more than seven days prior to initiation of disturbance work. If ground disturbance activities are delayed, then additional pre-disturbance surveys shall be conducted such that no more than seven days will have elapsed between the survey and ground disturbance activities. If active nests are found, clearing and construction within 300 feet of the nest (500 feet for raptors and special-status species) shall be postponed or halted, at the discretion of the biologist, until the nest is vacated and juveniles have fledged, as determined by the biologist, and there is no evidence of a second attempt at nesting. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers and construction personnel shall be instructed on the sensitivity of nest areas. The biologist shall serve as a construction monitor during those periods when construction activities will occur near active nest areas to ensure that no inadvertent impacts on these nests occur. Results of the surveys shall be provided to CDFG in the Annual Mitigation Status Report.</td>
<td>Less than Significant</td>
</tr>
<tr>
<td>Impact</td>
<td>Significance</td>
<td>Mitigation Measure(s)</td>
<td>Level of Significance After Mitigation</td>
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<tr>
<td>-----------------------------------------------------------------------</td>
<td>-------------------------</td>
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<td>---------------------------------------</td>
</tr>
<tr>
<td>Cultural Resources</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential to uncover archaeological sites that have not been previously identified or disturbed.</td>
<td>Potentially Significant</td>
<td>5.3-1 In the event that cultural resources are unearthed during project subsurface activities, all earth disturbing work within a 200-meter radius must be temporarily suspended or redirected until an archaeologist or paleontologist has evaluated the nature and significance of the find. Any artifacts uncovered shall be recorded and removed for storage at a location to be determined by the archaeologist or paleontologist. Construction on other parts of the project will be subject to Public Resources Code Section 21083.2(f). After the find has been appropriately mitigated, pursuant to this measure, work in the area may resume.</td>
<td>Less than Significant</td>
</tr>
<tr>
<td>Potential exists to uncover unknown and previously undisturbed paleontological resources or a unique geological feature.</td>
<td>Potentially Significant</td>
<td>Mitigation Measure 5.3-1 shall be implemented.</td>
<td>Less than Significant</td>
</tr>
<tr>
<td>Impact</td>
<td>Significance</td>
<td>Mitigation Measure(s)</td>
<td>Level of Significance After Mitigation</td>
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<td>--------</td>
<td>-------------</td>
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<td>---------------------------------------</td>
</tr>
</tbody>
</table>
| Noise  | Significant | 5.7-1 Prior to issuance of grading permits, the construction contractor(s) shall prepare a construction management plan for review by the City’s Public Works Department that identifies the means to be utilized to attenuate construction noise to within City thresholds at nearby single-family residential units. These measures may include, but are not limited to, the following:  
  • Place stationary construction equipment as far from noise-sensitive uses as feasible.  
  • All construction equipment shall be equipped with appropriate mufflers in good working condition.  
  • Truck routes shall avoid travel through residential areas or past sensitive uses.  
  5.7-2 Construction activity shall be limited to between the hours of 6:00 AM and 9:00 PM Monday through Friday and 7:00 AM and 9:00 PM on Saturday and Sunday. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted on a sign no smaller than 4 feet by 8 feet at all construction entrances to allow for surrounding property owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.  
  5.7-3 A 10-foot-high construction noise barrier shall be installed along the project frontage with Springville Avenue and Indiana Street prior to grading activities. The noise barrier shall either be constructed of a minimum 0.5-Inch plywood or utilize acoustical blankets with a minimum Sound Transmission Class of 12. The barrier shall remain in place until noise intensive aspects of construction are completed. | Significant and unavoidable |
| The proposed project's non-transportation noise would cause a substantial permanent increase in ambient noise levels. | Significant | 5.7-4 The project applicant shall require that the forklift operation occurring at the proposed Walmart Building occur during daytime hours of operation only (from 7:00 AM to 10:00 PM) and that the forklift should not be used during the nighttime (from 10:00 PM to 7:00 AM). | Significant and unavoidable. |
1.0 Executive Summary

<table>
<thead>
<tr>
<th>Impact</th>
<th>Significance</th>
<th>Mitigation Measure(s)</th>
<th>Level of Significance After Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic and Transportation</td>
<td>Significant</td>
<td>5.10-1 Prior to the issuance of building permits, the project applicant shall provide the City with all transportation-related development fees in accordance with the latest adopted fee schedule.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-2 Prior to the issuance of building permits, the project applicant shall provide the City with all transportation-related fair share contribution to the City's Transportation Development Fund for all improvements not covered by the current fee program.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-3 The City shall update its Transportation Impact Fee Program and adopt a new fee by 2013, to include, at a minimum, the improvements identified in Mitigation Measures 5.10-4 to 5.10-9 that may be needed to mitigate cumulative traffic impacts if these improvements are not included in the proposed Tulare County Transportation Impact Fee Program, Measure R program, or funded by other sources.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-4 Main Street &amp; SR-190 Off-Ramp (South) – Contribution of fair share fee (2.96 percent) toward installation of a traffic signal.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-5 Jaye Street &amp; Poplar Avenue (SR-190) - Contribution of fair share fee (11.31 percent) toward addition of one eastbound through lane, one westbound left-turn lane, and one northbound left-turn lane.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-6 Plano Street &amp; Poplar Avenue (SR-190) - Contribution of fair share fee (2.23 percent) toward intersection widening, including the addition of one eastbound left-turn lane, one eastbound through lane, and one westbound left-turn lane; one westbound through lane, one northbound left-turn lane; and one northbound through lane, one southbound left-turn lane, and one southbound through lane.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-7 SR-65 &amp; Scranton - Contribution of fair share fee (2.28 percent) toward intersection widening, including addition of one east-bound left-turn lane, one westbound left-turn lane, one northbound through lane, and one southbound through lane.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-8 Poplar Avenue (SR-190) between Jaye Street and Plano - Contribution of fair share fee (7.61 percent) toward Addition of two lanes.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.10-9 Jaye Street between Montgomery Avenue &amp; Gibbons Avenue - Contribution of fair share fee (5.45 percent) toward addition of left-turn lanes.</td>
<td></td>
</tr>
</tbody>
</table>
### 1.0 Executive Summary

<table>
<thead>
<tr>
<th>Impact</th>
<th>Significance</th>
<th>Mitigation Measure(s)</th>
<th>Level of Significance After Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic and Transportation (continued)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| The proposed project would not cause queue lengths to exceed capacity in the year 2012. | Significant | 5.10-10 Olive Street & Jaye Street: Project in 2008, 2012, and 2030 would increase the existing northbound left turn storage queue length by 40 feet, 39 feet, and 65 feet, respectively, in the PM peak hour period, warranting an extension of this lane by 65 feet, and by opening day.  
5.10-11 Springville Avenue & Jaye Street: Project with other mitigation measures would cause queue length at eastbound left turn lane to exceed existing storage capacity by 31 feet in the 2030 during the PM peak hour period, warranting an extension of this turn lane by 31 feet. | Less than significant |

### Solid Waste Disposal

<table>
<thead>
<tr>
<th>Impact</th>
<th>Significance</th>
<th>Mitigation Measure(s)</th>
<th>Level of Significance After Mitigation</th>
</tr>
</thead>
</table>
| Construction and occupancy of the proposed project would generate solid waste that requires collection and disposal, but would not cause a violation of an existing regulation related to solid waste. | Potentially Significant | 5.13-1 During construction, the contractor shall separate all project construction debris and construction-related debris into recyclable and non-recyclable items. Recyclable items shall include those materials that have value and can be diverted from landfill disposal. All recyclable debris shall be transported to appropriate recycling facilities to reduce waste disposed of at County landfills.  
5.13-2 Prior to issuance of grading permits, the project applicant shall submit for review a Construction and Demolition Recycling Plan to the City of Porterville. The plan shall include means to separate recyclable/reusable construction debris. The plan shall include the method the contractor will use to haul recyclable materials and shall include the method and location of material disposal. | Less than Significant |

1.0 Executive Summary

1.0.7 ALTERNATIVES TO THE PROPOSED PROJECT

An EIR must briefly describe the rationale for selection and rejection of alternatives. The lead agency may make an initial determination as to which alternatives are feasible, and therefore merit in-depth consideration, and which are infeasible. Alternatives considered include a range of potential projects to meet most of the applicant's objectives while eliminating or reducing significant environmental impacts identified.

Alternatives considered include the following:

No Project Alternative

The State CEQA Guidelines requires the analysis of a "no project" alternative. The guidelines stipulate that in certain instances, the no project alternative means "no build" wherein the existing environmental setting is maintained. However, where failure to proceed with the project will not result in preservation of existing environmental conditions, the analysis should identify the practical results of the project's non-approval and not create and analyze a set of artificial assumptions that would be required to preserve the existing physical environment.

The project site is designated as Retail Center on the land use map of the City General Plan, was zoned PD(C)-2, Central Commercial Zone with a Planned Development Overlay, and is consistent with the Riverwalk Marketplace Phase I development, which is located on the adjacent property. That development has installed and made existing road rights of way and other improvements. As discussed in Section 5.6, Land Use (Urban Decay), there is an existing demand for retail goods and services not currently being met in the City, and this site, which offers good visibility from the SR-190, is readily accessible. Given these characteristics, it is assumed that the project site will likely be developed at some time in the near future with a retail commercial center if the project is not approved. Therefore, the "no project" alternative analyzes a "No Project/No Development" alternative as well as a "No Project/Future Development" alternative in which a proposal for some other form of commercial development will almost certainly be submitted in the foreseeable future.

Reduced Density Alternative

A reduced density alternative was considered in which the approximately 21.8 acre project site would be developed with a total of 179,172 square feet of retail space split among four building pads. The overall site plan would be similar to that of the proposed project and building pads 12 through 14 would remain

3 California Code of Regulations, Title 14, Division 6, Chapter 3, State CEQA Guidelines, Section 15126.6.
unchanged in size and location. Outlot A would not be developed and would serve as a landscape buffer. This alternative would include the removal of the grocery component of the Walmart anchor, resulting in reduced building space for the Walmart store totaling 144,701 square feet (151,313 square feet with outdoor garden center). The proposed features of this alternative would be the same as the proposed project other than the removal of the grocery component and the corresponding reduction in development density.

**Mixed-Use Alternative**

The Mixed-Use Alternative would develop the project site with a mixed-use development containing residential and commercial uses. This alternative would develop 270 residential units and approximately 91,500 square feet of commercial uses. The commercial uses would include a Walmart totaling 61,500 square feet and several outlots totaling 30,000 square feet that could be used for small retail tenants or restaurants.

The General Plan land use designation and the Zoning Ordinance limits the site to commercial uses. As such, the Commercial Mixed-Use designation would be inconsistent with local plans, policies, and regulations. Nevertheless, the Mixed-Use Alternative was included to illustrate how the approximately 21.8 acre site could be developed with a combination of residential and commercial uses. The Commercial Mixed-Use land use designation allows a maximum floor area ratio (FAR) of 2.0 and a maximum of 18 residential units per gross acre. It should be noted that the proposed FAR for this alternative is 0.35, considerably lower than the maximum FAR of 2.0 allowed within the Commercial Mixed-Use land use designation. The lower FAR is required to accommodate both structures and parking for the alternative, without the cost prohibitive use of parking structures.

**Alternative Project Location Alternative**

The *State CEQA Guidelines* requires an EIR to describe a range of reasonable alternatives to the project or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen and of the significant effects of the project and to evaluate the comparative merits of the alternatives. This alternative analyzes the development of an approximately 21.8 acre project site located approximately 1 mile southwest of the project site, at the northwest corner of SR-65 and Scranton Avenue. This alternative would be the same size and design as the proposed project.

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5 California Code of Regulations, Title 14, Division 6, Chapter 3, *State CEQA Guidelines*, Section 15126.6.
COUNCIL AGENDA – MARCH 15, 2011

SUBJECT: SECOND READING – ORDINANCE 1776, FIREWORKS

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Ordinance No. 1776, An Ordinance of the City Council of the City of Porterville Amending Chapter 12, Article II, Fireworks, of the Porterville Municipal Code, was given first reading on February 15, 2011, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1776, waive further reading, and adopt said Ordinance.

Attachment: Ordinance No. 1776

Item No. 20
ORDINANCE NO. 1776

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

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

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

Section 2. The following portions of Chapter 12, Article II, Section 2.1: Definitions
of the Porterville Municipal Code are amended to read as follows:

Paragraph 1, Line 1: For the purposes of this article, definitions shall have the
respective meaning ascribed to them in section 12500 et seq., of the Health and
Safety Code of the State of California, and, unless otherwise apparent from the
context, certain words and phrases used in this article are defined as follows:

Paragraph 2, Line 1: CITY: The City of Porterville

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

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

Paragraph 7, Line 2: SAFE AND SANE FIREWORKS: Shall mean and include any
fireworks not designated as dangerous fireworks, except that in any case, only end
fuses may be used. The California State Fire Marshal's seal of registration shall be
applied to all classified fireworks and pyrotechnic devices by a licensed
manufacturer, importer, exporter or wholesaler and shall indicate the classification
assigned by the State Fire Marshal.

Section 3. The following portions of Chapter 12, Article II, Section 12-2.3 PUBLIC
DISPLAYS OF FIREWORKS of the Porterville Municipal Code are amended to read
as follows:

Paragraph 11, Line 1: The Fire Chief shall have power to adopt reasonable rules
and regulations for the granting of permits for supervised public displays of fireworks
by a jurisdiction, fair associations, amusement parks, other organizations or for use of fireworks by artisans in pursuit of their trade.

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

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

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

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

**Section 5.** The following portions of Chapter 12, Article II, Section 12-2.6 PERMIT ISSUANCE BASED ON DRAWING SELECTIONS, Subsection A, of the Porterville Municipal Code are amended to read as follows:

2. The fireworks storage form indicating where and how the fireworks will be stored when not in the approved stand.

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

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

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

**Section 7.** Chapter 12 Article II, Section 12-2.8: PROHIBITIONS ON DISCHARGE of the Porterville Municipal Code is amended to read as follows:

It shall be unlawful for any person to ignite, explode, project, or otherwise fire or use,
or permit the ignition, explosion or projection of any fireworks upon, over, or onto the private property of another, or to ignite, explode, project, or otherwise fire or make use of any fireworks within fifteen feet (15') of any residence, dwelling or any other structure, public property, fields or waterway.

Section 8. Chapter 12, Article II, Section 12-2.10 PROHIBITIONS of the Porterville Municipal Code is amended to add the following subsections:

   D. It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the city of Porterville. It shall also be unlawful to store any fireworks in any building or other place within the city of Porterville without having first applied for and received a permit pursuant to PMC 12-2.2.

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

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

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

Section 9. Portions of Chapter 12, Article II, Section 12-2.11 REGULATIONS of the Porterville Municipal Code are amended to read as follows:

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

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

Section 10. Portions of Chapter 12, Article II, Section 12-2.12 FIREWORKS STANDS; REQUIREMENTS of the Porterville Municipal Code are amended and subsections are added as follows:

   A. No fireworks stand shall be located within twenty five feet (25') of any other building or within one hundred feet (100') of a gasoline pump, or within 400' of
another fireworks stand, when measured closest to closest point. Minimum setback from the street curbing, alley, or driveway shall be 10’. Stands shall not cover or impede any public rights-of-way.

C. Each stand must have at least two (2) exits located on separate walls. Fireworks stands with only three (3) sides and open from the back will not require exits. Fireworks stands shall have exits at least thirty (30) inches in width at both ends of the structure. An aisle with a minimum width of thirty (30) inches shall lead to each exit. Exits shall remain unobstructed. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked and unlatched whenever the stand is occupied.

D. Each stand shall keep easily accessible a minimum of one 21/2-gallon water pressure-type fire extinguisher and one 2A10BC rated dry chemical fire extinguisher and each shall be in good working order and bear a current inspection sticker. Extinguishers must be of a type approved for such use by the Porterville Fire Department.

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

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

L. No switches, electrical receptacles (plug-ins), or splices are permitted within the stand

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

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

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

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

R. Canopy’s within 25’ of a stand shall meet the requirements set forth in the California Code of Regulations Title 24 Part 9, Chapter 24 and Title 19, Division 1.
Section 11. Chapter 12, Article II, Section 12-2.13 FIREWORKS STANDS; LOCATIONS of the Porterville Municipal Code is amended to read as follows:
   A. In no instance shall any firework stand be located within a residential zoned district.
   B. No stand shall be located within 250’ of any city boundary
   C. No stand shall be located closer than 250’ from another.

Section 12. Chapter 12, Article II, Section 12-2.18 SEIZURE OF FIREWORKS of the Porterville Municipal Code is amended to read as follows:

The Fire Chief shall have the authority to seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored, or held in violation of this article.

Section 13. Chapter 12, Article II, Section 12-2.20 VIOLATIONS; PENALITIES of the Porterville Municipal Code is amended to read as follows:

Fine for possession or discharge of dangerous fireworks within the city of Porterville shall be $1500.00.

Section 14. This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED & ADOPTED this 15th day of March, 2011.

ATTEST:

Ronald L. Irish, Mayor

John D. Lollis, City Manager

Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: RE-VISIT OF RECLAMATION AREA LEASE LAND ADJUSTMENT

SOURCE: Public Works Department - Field Services Division

COMMENT: City Council reviewed this item at the February 1st Council meeting and requested additional information to help determine the proper action. Specifically, the Council asked for and received copies of the "Request for Proposals", and the "Land Lease Agreement". The Council also requested a three year history of effluent flows to the Reclamation Area. This document is included in Council's packet.

As previously stated, the City entered into a five year lease agreement with Rick Perigo Roadsiding on August 1, 2009 to lease the City's reclamation area. The lease stated that it consisted of 693.94 acres with 631.84 acres leveled and under irrigation. These figures were obtained from the County Assessor Parcel Maps.

United States Department of Agriculture (USDA) crop mapping indicates that the actual acres under irrigation are 598.16 acres. Additional reductions to the farmable acres in the amount of 3.54 acres occurred at the City's request because of well setback issues and the installation of a tail-water pond. This brought the farmable irrigated acres down 37.22 acres, from 631.84 acres to 594.62 acres.

Staff feels that since Rick Perigo Roadsiding based their original bid on the availability of 631.84 irrigated acres, an annual credit in the amount of $5,314 is appropriate. Secondly, the increased maintenance cost on the 37.22 acres is $7,444 or approximately $200 per acre.

The third item requested for adjustment dealt with the reduction of available effluent water for irrigation. After further discussions with Rick Perigo Roadsiding, Mr. Perigo respectfully asked that the water credit issue be removed from further consideration. The RFP on which bids were received stated that the Farmer could expect approximately 5 million gallons of effluent per day. However, Mr. Perigo recognized that the effluent flow to the Reclamation Area could and does fluctuate.

It should be noted that the Reclamation Area does not have a large reservoir from which to uniformly pump water as is customary in the industry. Perigo Roadsiding utilizes the flow as it arrives from the treatment plant, which is heavy in the morning, heavy at late afternoon and minimal in the early morning hours.
A comment was introduced at the February 1st Council meeting regarding the farmer's failure to introduce gypsum as part of the proper care of City property. Our discussions with the City's farmer on this matter revealed that introducing gypsum is indeed part of the program. However, the hardpan conditions will not allow optimal penetration by the gypsum. The hardpan must be ripped using a deep shank. This task is currently underway. The farmer is trying to increase yields from historical yields of 4 tons/acre to 6-7 tons per acre.

In closing, staff recommends the annual lease be adjusted from $90,212 to $77,454 for the 3 ½ years remaining on the contract and that a pro-rated adjustment in the amount of $18,072 be considered for the previous 17 months of the contract. It should be noted that if the annual lease is adjusted as recommended herein, it will still be approximately 300% greater than the original 2nd rated lease bid amount of $19,430.

RECOMMENDATION: City Council:

1) Adjust the Reclamation Area Lease to an annual amount of $77,454;

2) Authorize the reimbursement of $18,072 for the pro-rated 17 previous months to Rick Perigo Roadsiding; and

3) Authorize the Mayor to sign the attached Amendment #1 to the lease agreement.

ATTACHMENTS: City of Porterville Reclamation Area Lease Agreement Amendment No. 1
Three Year History of Effluent Flows
CITY OF PORTERVILLE RECLAMATION AREA LEASE AGREEMENT
AMENDMENT NO. 1

AMENDMENT TO THE RECLAMATION AREA
LEASE AGREEMENT MADE BY THE CITY OF
PORTERVILLE AND RICK PERIGO ROADSIDING
DATED AUGUST 1, 2009

The parties stated in the above described agreement do hereby agree as follows:

The original lease agreement covered 693.94 acres with 631.84 acres leveled and under irrigation.

United States Department of Agriculture (USDA) crop mapping indicated that the actual acres under irrigation are 598.16 acres. Additional reductions to farmable acres have occurred because of well setback issues and the installation of a tail-water pond. This has brought the farmable irrigated acres down to 594.62 acres.

Since the original bid was based on the availability of 631.84 irrigated acres, an annual credit in the amount of $5,314 for the loss of available farm land and a $7,444 credit for the increased maintenance of the land are appropriate. The annual lease shall be adjusted from $90,212 to $77,454.

A one-time refund in the amount of $18,072 for the pro-rated 17 previous months (August 2009 through December 2010) will be made to Rick Perigo Roadsiding.

Except as amended herein, the City of Porterville Reclamation Area Lease Agreement dated August 1, 2009, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the 15th day of March, 2011 and agree that this amendment shall amend and be incorporated as part of the agreement dated August 1, 2009.

APPROVED AS TO FORM

CITY OF PORTERVILLE
A Municipal Corporation

______________________________
Julia Lew, City Attorney

______________________________
Ronald L. Irish, Mayor

ATTEST:

LESSEE:

______________________________
John Lollis, City Clerk

Rick Perigo, dba Rick Perigo Roadsiding
# Effluent Flow Totals for 2008-2010

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**Yearly Total**

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### 2008

![Graph for 2008](image1)

### 2009

![Graph for 2009](image2)

### 2010

![Graph for 2010](image3)
SUBJECT: AMENDMENT TO ORDINANCE 1397 – FLOODPLAIN MANAGEMENT ORDINANCE

SOURCE: Public Works Department - Engineering Division

COMMENT: Effective October 1, 2006, the Federal Emergency Management Agency (FEMA) modified some of the rules and regulations governing the National Flood Insurance Program (NFIP).

As a participant in the NFIP, the City of Porterville agreed to adopt and enforce a floodplain management ordinance which complies with the rules and regulations of the NFIP. Recent changes require a revision to the City's latest ordinance.

These revisions have been made and the revised ordinance has been tentatively approved by the Department of Water Resources pending one minor change, which is reflected in the draft ordinance, and City Council's approval. The draft ordinance in its entirety is attached for Council’s review.

Most changes to the prior Ordinance are insignificant in nature. Changes of minor significance are as follows:

➢ Section 7-141.3; In Special Flood Hazard Area (SFHA), the City will now require a Civil Engineer or Land Surveyor to prepare a Preliminary Elevation Certificate before issuance of building permit so there is a clear understanding between the developer, responsible professional and the City as to the elevation that the finished floor shall be constructed to. The same professional must follow up with a final Elevation Certificate that states the finish floor was constructed pursuant to the Preliminary Elevation Certificate.

➢ Section 7-142.1; This section maintains the SFHA criteria in the vicinity of Monache High School, which is one (1) foot above the highest adjacent grade. However, Department of Water Resources insists on adding language that requires new development or substantial improvements to comply with the normal requirements of the NFIP, which is typically 2 feet above the highest adjacent grade.
Section 7-142.2; This section requires the professional in charge to confirm that the finish floor of the lowest floor or flood proofed elevation is corrected before moving into the next phase of construction, typically structure framing. The same professional shall then submit a final Elevation Certificate before the Chief Building Official will issue a Certificate of Occupancy for the structure.

RECOMMENDATION: That City Council approve and adopt the draft Floodplain Ordinance amending Article XIV: Flood Damage Prevention Code of the City of Porterville Municipal Code; give first reading; and order the Ordinance to print.

ATTACHMENT: Proposed Amended Floodplain Management Ordinance.
Department of Water Resources Community Assistance Report
Department of Water Resources Draft Ordinance Review Letter
7-138 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

7-138.1 STATUTORY AUTHORIZATION.

The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the (City Council) of (City of Porterville) does hereby adopt the following floodplain management regulations.

7-138.2 FINDINGS OF FACT.

A. The flood hazard areas of (City of Porterville) are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.

7-138.3 STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately owned land within flood prone, mudslide [i.e., mudflow] or flood related erosion areas. These regulations are designed to:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;

F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;

G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and

H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
7-138.4 METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes regulations to:

A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;

D. Control filling, grading, dredging, and other development which may increase flood damage;

E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas; and
7-139 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"A zone" - see "Special flood hazard area".

"Accessory structure" means a structure that is either:

1. Solely for the parking of no more than 2 cars; or

2. A small, low cost shed for limited storage, less than 150 square feet and $1,500 in value.

"Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Alluvial fan" means a geomorphic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

"Apex" means a point on an alluvial fan or similar fan where below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the Floodplain Administrator’s interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" - See "Special flood hazard area."

"Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.

"Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

"Basement" means any area of the building having its floor subgrade - i.e., below ground level - on all sides.

"Building" - see "Structure".

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.
"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before [effective date of the floodplain management regulations adopted by the City].

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood, flooding, or flood water" means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and

2. The condition resulting from flood-related erosion.

"Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source - see "Floodplain Administrator".

"Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet floodproofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.
"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory Floodway."

"Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.

"Fraud and victimization" as related to Section 7-143 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the (Governing Body) will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at a high flood insurance rate.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Governing body" means the City Council of the City of Porterville, which is the local governing unit, i.e., county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Section 7-143 of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The (Governing Body) requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or in the path of a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) as preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.
"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).

1. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
   a. The flood openings standard in Section 7-142.1.C;
   b. The anchoring standards in Section 7-142.1.A;
   c. The construction materials and methods standards in Section 7-142.1.B; and
   d. The standards for utilities in Section 7-142.3.

2. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "Basement" definition). This prohibition includes below-grade garages and storage areas.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Market value" is defined as the (City of Porterville) substantial damage/improvement procedures. See Section 7-142.2.B.1.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

"New construction", for floodplain management purposes, means structures for which the "start of construction" commenced on or after (the effective date of this Chapter), and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after (the effective date of this Chapter).

"Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter,
impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to
snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One-hundred-year flood" or "100-year flood" - see "Base flood."

"Program deficiency" means a defect in a community's floodplain management regulations or administrative
procedures that impairs effective implementation of those floodplain management regulations.

"Public safety and nuisance" as related to Section 7-143 of this ordinance, means that the granting of a
variance must not result in anything which is injurious to safety or health of an entire community or neighborhood,
or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner,
of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;

2. 400 square feet or less when measured at the largest horizontal projection;

3. Designed to be self-propelled or permanently towable by a light-duty truck; and

4. Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational,
camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must
be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more
than one foot.

"Remedy a violation" means to bring the structure or other development into compliance with State or local
floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways
that impacts may be reduced include protecting the structure or other affected development from flood damages,
implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or
reducing State or Federal financial exposure with respect to the structure or other development.

"Riverine" means relating to, forming, or resembling a river (including tributaries), stream, brook, etc.

"Sheet flow area" - see "Area of shallow flooding."

"Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of
flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

"Start of construction" includes substantial improvement and other proposed new development and means the
date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation,
addition, placement, or other improvement was within 180 days from the date of the permit. The actual start
means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or
footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the
placement of a manufacture home on a foundation. Permanent construction does not include land preparation,
such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it
include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it
include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling
units or not part of the main structure. For a substantial improvement, the actual start of construction means the
first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects
the external dimensions of the building.
"Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions;

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.
7-140: GENERAL PROVISIONS

7-140.1 LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all areas of special flood hazards within the jurisdiction of {City of Porterville}.

7-140.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for {"The Flood Insurance Rate Map for Tulare County and the Incorporated Areas"} dated {June 16, 2009}, with accompanying Flood Insurance Rate Maps (FIRM's) and Flood Boundary and Floodway Maps (FBBM's), dated {June 16, 2009}, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which are in implementation of this ordinance and which are recommended to the {Governing Body} by the Floodplain Administrator. The study, FIRM's and FBBM's are on file at {291 N. Main Street, Porterville, CA 93257, City Hall, Public Works Department}.

7-140.3 COMPLIANCE.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and all applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the {Governing Body} from taking such lawful action as necessary to prevent or remedy any violation.

7-140.4 ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

7-140.5 INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

A. Considered as minimum requirements;
B. Liberally construed in favor of the governing body; and
C. Deemed neither to limit nor repeal any other powers granted under state statues.

7-140.6 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of {City Council}, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

7-140.7 SEVERABILITY.

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this
ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.
7-141: ADMINISTRATION

7-141.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The [Public Works Director] is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accord with its provisions.

7-141.2 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following:

A. Permit Review.

Review all development permits to determine:

1. Permit requirements of this ordinance have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
2. All other required state and federal permits have been obtained;
3. The site is reasonably safe from flooding;
4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than 1 foot at any point within the [City of Porterville]; and
5. All Letters of Map Revision (LOMR’s) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLMGR’s). Approved LOMR’s allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication, FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "Market Value."
2. Ensure procedures are coordinated with other departments/divisions and implemented by community staff.

C. Review, Use, and Development of Other Base Flood Data.

When base flood elevation data has not been provided in accordance with Section 7-140.2, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Section 7-142.

NOTE: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas -- A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995.
D. Notification of Other Agencies.

1. Alteration or relocation of a watercourse:
   a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
   b. Submit evidence of such notification to the Federal Emergency Management Agency; and
   c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base Flood Elevation changes due to physical alterations:
   a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of Map Revision (LOMR);
   b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes in corporate boundaries:

   Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

E. Documentation of Floodplain Development:

   Obtain and maintain for public inspection and make available as needed the following:

   1. Certification required by Section 7-142.1.C.1 and Section 7-142.5 (lowest floor elevations);
   2. Certification required by Section 7-142.1.C.2 (elevation or floodproofing of nonresidential structures);
   3. Certification required by Sections 7-142.1.C.3 (wet floodproofing standard);
   4. Certification of elevation required by Section 7-142.4.A.3 (subdivisions and other proposed development standards);
   5. Certification required by Section 7-142.7.B (floodway encroachments); and
   6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

F. Map Determination.
Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 7-141.4.

F. **Remedial Action.**

Take action to remedy violations of this ordinance as specified in Section 7-140.3.

G. **Biennial Report.**

Complete and submit Biennial Report to FEMA.

H. **Planning.**

Assure community’s General Plan is consistent with floodplain management objectives herein.

7-141.3 **DEVELOPMENT PERMIT.**

A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 7-140.2. Application for a development permit shall be made on forms furnished by the City of Porterville. The applicant shall provide the following minimum information:

A. Plans in duplicate, drawn to scale, showing:

1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their locations;
2. Proposed locations of water supply, sanitary sewer, and other utilities;
3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
4. Location of the regulatory landway when applicable;
5. Base flood elevation information as specified in Section 7-140.2 or Section 7-141.2.C;
6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;
7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed as required in Section 7-142.1.C.2 of this ordinance and detailed in FEMA Technical Bulletin TB 3-93; and

B. Complete Preliminary Elevation Certificate provided by the City of Porterville confirming and showing proposed elevation of lowest floor (including basement) of all structures, including nonresidential structures being floodproofed. The preliminary document shall be completed by the same registered civil engineer or licensed land surveyor submitting Final Elevation Certificate per Section 7-142.1 and 7-142.2.

B. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 7-142.1.C.2.

C. For a crawl-space foundation, location and total net area of foundation openings as required in Section 7-142.1.C.3 of this ordinance and detailed in FEMA Technical Bulletins 1-93 and 7-93.

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
E. All appropriate certifications listed in Section 7-141.2.E of this ordinance.

7-141.4 APPEALS.

The {City Council} of {City of Porterville} shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
7-142: PROVISIONS FOR FLOOD HAZARD REDUCTION

7-142.1 STANDARDS OF CONSTRUCTION.

In all areas of special flood hazards the following standards are required:

A. Anchoring.

- All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. Construction Materials and Methods.

All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;

2. Using methods and practices that minimize flood damage;

3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential construction.

All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:


b. In an AO zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least 2 feet above the highest adjacent grade if no depth number is specified.

c. In an AO zone, without BFE's specified on the FIRM [unnumbered A zone], elevated to or above the base flood elevation; as determined under Section 7-141.2.C.

d. In an A zone, without BFE's specified on the FIRM [unnumbered A zone] and not subject to the criteria in Section 7-142.4, elevated to:

   i. A height of at least two (2) feet above the highest adjacent grade, or

   ii. Eighteen (18) inches above the highest top of curb elevation across the front of the lot, or

   iii. For the purpose of this article, construction completed prior to [Date of Adoption] of
any structure in zone A located within the following described boundaries shall have the lowest floor including basement, elevated to a depth of one foot (1') above the highest adjacent grade:

North boundary - Westfield Avenue  
South boundary - Henderson Avenue  
East boundary - Prospect Street  
West boundary - Newcomb Street

New development or substantial improvements in this Zone shall comply with the requirements of NFIP program and and as outlined in this Ordinance. Said boundary is shown on FIRM Panel 1633 of B сери (Map Number 06107C1633E), Effective Date of June 16, 2009, or

iv. Said base flood elevation shall be determined by one of the methods under Section 7-141.2.C.

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

2. Nonresidential construction

All new construction or substantial improvements of nonresidential structures shall either be elevated to comply with Section 7-142.1.C.1 or:

a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended under Section 7-142.1.C.1, so that the structure is watertight with walls substantially impermeable to the passage of water;

b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

c. Be certified by a registered civil engineer or architect that the standards of Section 7-142.1.C.2.a & b are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. Flood openings

All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:

a. For non-engineered openings:

1. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2. The bottom of all openings shall be no higher than one foot above grade;

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3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; and

4. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or

b. Be certified by a registered civil engineer or architect.

4. Manufactured homes.

a. See Section 7-142.5.

5. Garages and low cost accessory structures.

a. Attached garages.

1. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See Section 7-142.1.C.3. Areas of the garage below the BFE must be constructed with flood resistant materials. See Section 7-142.1.B.

2. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-1.

b. Detached garages and accessory structures.

1. Accessory structures used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 7-139, may be constructed, so that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:
   a) Use of the accessory structure must be limited to parking or limited storage;
   b) The portions of the accessory structure located below the BFE must be built using flood resistant materials;
   c) The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
   d) Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to or above the BFE;
   e) The accessory structure must comply with floodplain encroachment provisions in Section 7-142.7; and
   f) The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Section 7-142.1.C.3.

2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 7-142.1.
A. Certification of the elevation of the lowest floor or floodproofed elevation is required when the footings are set and slab poured. Written confirmation shall be provided to the Chief Building Official before proceeding to the next phase of construction. Failure to submit such written certification shall be cause to issue a stop-work order for the project. An Elevation Certificate shall be provided to the floodplain administrator and Chief Building Official prior to issuance of a Certificate of Occupancy. As built plans certifying the elevation of the lowest adjacent grades shall also be required.

B. Except within zones A and AO, the benches shown on the FIRM shall be used to calculate the elevation of the lowest floor.

C. If fill is used to elevate a structure above the base flood elevation, the permit holder may apply for a Letter of Map Revision (LOMR), as set forth in Section 7-141.2.

7-142.3 STANDARDS FOR UTILITIES.

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

1. Infiltration of flood waters into the systems; and
2. Discharge from the systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

7-142.4 STANDARDS FOR SUBDIVISIONS AND OTHER PROPOSED DEVELOPMENT.

A. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall:

1. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).
2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:

   a. Lowest floor elevation.
   b. Pad elevation.
   c. Lowest adjacent grade.

B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

7-142.5 STANDARDS FOR MANUFACTURED HOMES.

A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:

1. Within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map that are not subject to the provisions of Section 7-142.5.A will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

1. Lowest floor of the manufactured home is at or above the base flood elevation; or

2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 35 inches in height above grade.

Upon the completion or the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

7-142.6 STANDARDS FOR RECREATIONAL VEHICLES.

A. Any recreational vehicles placed in Zones A1-30, AH, and AE will either:

1. Be on the site for fewer than 180 consecutive days; or

2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

3. Meet the permit requirements of Section 7-141.3 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 7-142.5.A.

7-142.7 FLOODWAYS.

Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than 1 foot.
at any point within the {City of Porterville}.

B. Within an adopted regulatory floodway, the {City of Porterville} shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

C. If Sections 7-142.7 A & B are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 7-142.
7-143: VARIANCE PROCEDURE

7-143.1 NATURE OF VARIANCES.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the {Governing Body} to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

7-143.2 CONDITIONS FOR VARIANCES.

A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be created on a lot or lots of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Sections 7-141 thru 7-142 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 7-149 of this ordinance) upon a determination that the proposed repair or rehabilitation will not include the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of a variance to an elevation requirement, this means the {Governing Body} need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the {Governing Body} believes will both provide relief and preserve the integrity of the local ordinance.
E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and

2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the (Tulare) Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

F. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

7-143.3 APPEAL BOARD.

A. In passing upon requests for variances, the (Governor Body) shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the:

1. Danger that materials may be swept onto other lands to the injury of others;

2. Danger of life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its occupants to flood damage and the effect of such damage on the existing individual owner and future owners of the property;

4. Importance of the services provided by the proposed facility to the community;

5. Necessity to the facility of a waterfront location, where applicable;

6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

7. Compatibility of the proposed use with existing and anticipated development;

8. Relationship of the proposed use to the comprehensive plan and floodplain management program for the area;

9. Safety of access to the property in time of flood for ordinary and emergency vehicles;

10. Expected discharges, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and

11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
B. Variances shall only be issued upon a:

1. Showing of good and sufficient cause;

2. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and

3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "Public safety and nuisance"), cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.

C. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Sections 7-143.3.A through 7-143.3.D are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

D. Upon consideration of the factors of Section 7-143.2.A and the purposes of this ordinance, the (Governing Body) may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
June 22, 2010

Honorable Pete V. McCracken
Mayor of the City of Porterville
City Hall
291 North Main Street
Porterville, California 93258

Dear Mayor McCracken:

Thank you for the cooperation and courtesy your staff, Michael Reed and Javier Sanchez, extended to Amanda Peisch-Derby of my staff during the Community Assistance Visit (CAV) on May 18, 2010. The Department of Water Resources (DWR), on behalf of the Federal Emergency Management Agency (FEMA), conducted the visit to evaluate how the city is administering its floodplain management program under the National Flood Insurance Program (NFIP). A copy of the CAV report is enclosed. We hope that the meeting was as useful and informative for your staff as it was for our Department.

Based on the CAV, it was determined that the city's floodplain management regulations located under "Ordinance No. 1397, Sections 7-138 thru 7-142" of the Municipal Code, Flood Damage Prevention Code, adopted on March 15, 1988, does not meet minimum NFIP regulations as specified in "Title 44, Code of Federal Regulations, Section 60.3." A draft of the updated ordinance has been requested and is to be provided within 60 days of receipt of this report. Adoption of the revised ordinance is pertinent to the city's administration and implementation of its floodplain management program and is necessary to remain compliant with the NFIP. Once the ordinance has been adopted, a copy of the ordinance, certified by the city clerk, is to be forwarded to DWR to update its files.

Continued enforcement of the NFIP regulations will ensure the city's good standing in the NFIP and guarantee availability of flood insurance coverage. If you have any questions, please contact Amanda Peisch of my staff at (559) 230-3307.

Sincerely,

[Signature]
Brian Smith, Acting Chief
South Central Region

Enclosure
Mayor McCracken
June 22, 2010
Page 2

cc:  Ms. Jane Hopkins
     U.S. Department of Homeland Security
     FEMA Region IX
     1111 Broadway Street, Suite 1200
     Oakland, California 94607-4052

     Mr. Michael Reed
     City Engineer
     City of Porterville
     291 North Main Street
     Porterville, California 93258
**COMMUNITY ASSISTANCE VISIT REPORT**

### SECTION I

<table>
<thead>
<tr>
<th>NAME OF COMMUNITY:</th>
<th>STATE:</th>
<th>I.D. #:</th>
<th>COUNTY:</th>
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<td>Tulare</td>
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<tr>
<th>VISIT CONDUCTED BY:</th>
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<tbody>
<tr>
<td>Amanda Peisch-Derby</td>
<td>Department of Water Resources</td>
<td>May 18, 2010</td>
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### SECTION II

<table>
<thead>
<tr>
<th>NAME OF LOCAL OFFICIAL:</th>
<th>TELEPHONE #:</th>
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</thead>
<tbody>
<tr>
<td>Michael K. Reed</td>
<td>(559) 782-7462</td>
</tr>
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<table>
<thead>
<tr>
<th>TITLE:</th>
<th>ADDRESS:</th>
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<tbody>
<tr>
<td>City Engineer</td>
<td>291 North Main Street  Porterville, California 93257</td>
</tr>
</tbody>
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### SECTION III

**PART A - Findings (Check appropriate column.)**

<table>
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<tr>
<th></th>
<th>SERIOUS</th>
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<tbody>
<tr>
<td>1. Are there any problems with the community's floodplain management regulations?</td>
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<td></td>
<td></td>
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<tr>
<td>2. Are there problems with the community's administrative and enforcement procedures?</td>
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<td>3. Are there engineering or other problems with the maps or flood insurance study?</td>
<td></td>
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<td>X</td>
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<tr>
<td>4. Are there any other problems in the community's floodplain management program?</td>
<td></td>
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<td>X</td>
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<tr>
<td>5. Are there any problems with the Biennial Report data?</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6. Are there any programmatic issues or problems identified?</td>
<td></td>
<td>X</td>
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7. Have structures been identified as being in violation? (Check appropriate category below.)

- [ ] No violations have been identified.
- [X] A potential violation or violations have been identified.

- Actions are being taken on the part of the community to remedy the violation(s) identified during the visit.
This report describes the findings of the May 18, 2010, Community Assistance Visit (CAV) and recommends corrective actions where deficiencies were identified. The recommendations, when implemented, will enable the city to comply with the National Flood Insurance Program (NFIP) requirements as specified in "Title 44, Code of Federal Regulations." A CAV is a scheduled visit to an NFIP community to evaluate the effectiveness of local floodplain management practices and to offer assistance if needed. A previous CAV with the city was conducted by the Department of Water Resources (DWR) staff on December 12, 2002.

1. **Background:**

The city of Porterville is a small rural community nestled against the western edge of the Sierra Nevada foothills in the southern portion of Tulare County. Agriculture supplemented by the Central Valley Water Project has been the major source of economic growth in the area for many years. The city is in the center of a large farming area noted especially for citrus and livestock. Industry has also become a significant factor in the development of the community. The 2009 estimated population for the city is 52,960 residents, based on the estimates provided by the California Department of Finance.

The city of Porterville entered the regular phase of the NFIP on July 18, 1983. The city’s Special Flood Hazard Areas (SFHAs) are based on the overflow of the Tule River and Porter Slough. These riverine systems were studied by detailed methods. Sheetflow and ponding caused by runoff from Lewis Hill and Ricky Hill, located to the north and northeast of the city, respectively, were studied using appropriate shallow flooding techniques. The SFHAs are defined as unnumbered A Zones, AO Zones, AH Zones, and an AE Zone with floodway.

There is an isolated unnumbered A Zone, west of Highway 65. Porter Slough is defined as Zone A with a 1 percent annual chance of flood discharge that is contained in the channel. In addition, two isolated unnumbered Zone A’s exist further east which result from overflow of Pioneer Ditch and a Zone AO with a 1 foot depth downstream the Zone A. In the northeast portion of the city, east of Main Street near downtown, a Zone AH with Base Flood Elevations (BFEs) are defined with an unnumbered A Zone at the northern portion of the SFHA. In the southern portion of the city, an unnumbered A Zone is defined for Poplar Ditch within the city limits, that crosses in and out of county lands. In addition, several strips of a Zone AE with BFEs exist as the city limits cross in and out of county lands for Lower Tule River, as well. These SFHAs are a result of overflow from the Tule River and are also identified as a floodway where development is prohibited.

According to the Insurance Summary Report, dated October 31, 2009, the city has 355 flood insurance policies that have been issued for the following zones: 2 A01-30 & AE, 51 A, 87 AO, 163 AH, and 52 in B, C, or X Zones (30 with preferred policies). The total insurance premiums amount to $269,975 which is an average premium of $760 for each policy holder.

2. **Reference Part A, Questions 1-6:**

   [1] **Floodplain Management Regulations:**

During the last two CAV visits beginning December 30, 1997, the city was requested to update its floodplain management ordinance to bring it into compliance with the minimum NFIP
regulations as specified in "Title 44, Code of Federal Regulations, Section 60.3." To date, the city has never completed this request. A draft ordinance was provided to DWR in 2003 following the December 12, 2002 CAV, but it was never adopted by the City Council. The current floodplain management regulations are located under "Ordinance No. 1397, Sections 7-138 thru 7-142 of the Municipal Code, Flood Damage Prevention Code," adopted on March 15, 1988. The 2003 draft ordinance was reviewed to check conformance with the minimum NFIP regulations as specified in "Title 44, Code of Federal Regulations, Section 60.3." Based on DWR's review, city staff has been requested to revise the draft ordinance so that it reflects the number of changes that have taken place within the current California Model Floodplain Management Ordinance, dated December 2006. Mr. Michael Reed, City Engineer, was provided a hardcopy of the Model Floodplain Management Ordinance.

The required sections of the California Ordinance to revise the draft include:

- Section 3.2 — This section needs to have the community specific information added.
- Section 4.2.D.2 — Requirement to submit new technical data: within six months, notify the Federal Emergency Management Agency (FEMA) of changes in the base flood elevation by submitting technical or scientific data so insurance and floodplain management can be based on current data.
- Section 5.3.A — Require base flood elevation data for subdivision proposals or other developments greater than 50 lots or 5 acres.

Recommended revisions include:

- Section 4.1 — Add other developments to section language.
- Section 5.1B.1 — Update language for flood resistant materials below the base flood elevation. See the California Model Floodplain Management Ordinance for specific language.

In the discussion of updating the city's ordinance, Mr. Reed stated that the City Council was reluctant to update its ordinance because of changes that would impact current homeowners in the unnumbered A Zone SFHA located west of Highway 65. The A Zone area is located in the northwest portion of the city that is bounded by the following described boundaries:

North boundary – Westfield Avenue
South boundary – Henderson Avenue
East boundary – Prospect Street
West boundary – Newcomb Street

The residential area is entirely built-out and consists mainly of older homes that were constructed some 20 years ago.

The city's current ordinance Section 7-141(1) (C) (2) states, "...For the purpose of this ordinance, new construction and substantial improvement of any structure in Zone A located within the following described boundaries shall have the lowest floor including basement, elevated to a depth of one foot above the highest adjacent grade." Current NFIP regulations however, require under Section 60.3(b)(4) that communities must, "Obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source, including data developed pursuant to paragraph (b)(3) of this section, as
criteria for requiring that new construction, substantial improvements, or other development in Zone A on the community's FHBM or FIRM meet the standards in paragraphs (c)(2), (c)(3), (c)(5), (c)(6), (c)(12), (c)(14), (d)(2), and (d)(3) of this section.

It is recommended that the "Section 7-141(1) (C) (2)" remain in the ordinance, but change "new construction and substantial improvement" to "construction completed prior to [date of the adoption of the amended ordinance]" and add a disclaimer that all new development or substantial improvements must comply with the NFIP criteria that is required for new construction or substantial improvements in Zone A. Regardless of the ordinance language, homeowners in the Zone A will be required to purchase insurance if they carry a mortgage on their home as required by the lender and the language change would not change the requirement for insurance. The insurance rate is based on the current Flood Insurance Rate Map (FIRM), unless the structure is removed through a request with FEMA.

The city's urban storm drain system has been improved in this area. Prior to the improvements, this area was not connected to the storm drain system, although the infrastructure was existing. In 2002, this area was connected. It was recommended that the city provide FEMA with the proper information as stated under the NFIP regulations. Under "Section 65.4 (a)," a community has the right to submit new technical data to request changes to any of the information shown on the effective maps. However, it must be supported by documentation or an analysis done in compliance with NFIP regulations before any changes could be made to the SFHA. It was suggested that the city apply for the Letter of Map Revision (LOMR) to remove the Zone A. Mr. Reed is planning to submit this information to FEMA in the form of a LOMR application, but the ordinance should be updated regardless of the outcome of the LOMR. The city should contact FEMA prior to submitting any information to discuss this issue and make sure all pertinent information is provided in the application.

During the CAV, Mr. Reed was requested to submit a draft ordinance that incorporates the changes to DWR for review within 60 days from receipt of this report. Once the city incorporates any comments from DWR, the ordinance will need to be adopted by the City Council. After the ordinance adoption is finalized, a copy of the adopted ordinance, certified by the city clerk, is then to be forwarded to DWR to update its files.

[2] Administration and Enforcement Procedures:

Mr. Reed is currently acting as the city's floodplain administrator. A tour of the floodplain areas by DWR staff did not identify any potential violations. All areas within the SFHA have existing development and no visible substantial improvements.

The current procedure to identify property within a SFHA is during the permitting process. The Digital Flood Insurance Rate Maps (DFIRMs) are reviewed for each permit. If the development is within a SFHA, an Elevation Certificate (EC) is required. The city requires that if there is a BFE, a preliminary EC needs to be provided that shows proof of elevation prior to approving a building permit. The final EC is required prior to occupancy. Since most of the SFHAs are developed with the exception of undefined A Zones near the city boundaries, the city uses two feet from top of curb for the building pad elevation for new single residential homes in these SFHAs. For subdivisions, the city reviews the development during the California Environmental Quality Act (CEQA) process. The city will determine if the development is in a flood zone and will establish conditions for development based on the city's ordinance. There are currently two
subdivisions that have been approved with conditions for development in the SFHA for single residential homes in the undefined Zone A. However, no developers have taken interest in the land. For substantial improvements, the Building Official evaluates the structure’s value of improvement based on the building code and the assessor’s maps to see if it meets or exceeds the threshold. If it does, than the city requires the structure to be elevated to the BFE and ECs provided.

[3] Engineering Flood Maps and Study:

FEMA has recently adopted new countywide DFIRMs for Fresno County and its incorporated communities, under its Map Modernization Program. The maps include a change from the current datum of the National Geodetic Vertical Datum of 1929 to the North American Vertical Datum of 1988. DWR informed the city that the new DFIRMs became final and effective on February 18, 2009. The new FIRM panel numbers for the city are 06107C1630E, 06107C1633E, 06107C1634E, 06107C1635E, 06107C1637E, 06107C1640E, 106107C1641E, 06107C1642E, 06107C1645E, 06107C1655E, 06107C1661E, and 06107C1662E.

[4] Floodplain Management Program: N/A

[5] Biennial Report Data:

Every two years, communities participating in the NFIP must complete and submit a Biennial Report describing the community’s progress in the previous two years in implementing floodplain management measures and on its needs for re-mapping and technical assistance. FEMA sends the Biennial Report form to local community officials. Submission of this report is required as part of a community’s participation in the NFIP. The last dated Biennial Report on file is for the calendar years of 2002-2003. The 2007-2008 Biennial Report was submitted on May 18, 2010; a copy was provided to DWR.

[6] Programmatic Issues: N/A

3. Section 404, Stafford Act – Hazard Mitigation Grant Program: N/A

4. E.O. 11988, Floodplain Management: N/A

5. Other Findings: N/A

6. Follow-up:


7. Community Action Required:

[1] Submit a draft amended Floodplain Management Ordinance to DWR for review prior to adoption. **Deadline – August 30, 2010**
**Meeting Participants:**

Michael K. Reed  
City Engineer, City of Porterville

Javier Sanchez  
Assistant City Engineer, City of Porterville

Amanda Peisch-Derby  
Engineer, Water Resources, South Central Region,  
Department of Water Resources
October 20, 2010

Mr. Mike Reed
City Engineer
City of Porterville
291 North Main Street
Porterville, California 93258

Dear Mr. Reed:

My staff has reviewed the draft copy of the City of Porterville ordinance that was sent August 5, 2010. Thank you for submitting the draft during the requested timeframe. The only comment we have is in section 7-142.1.C.1.d.iii. We recommend a change to the "new construction and substantial improvement" of this section to read "construction completed prior to date of the adoption of the amended ordinance" and to add a disclaimer that all new development or substantial improvements must comply with the National Flood Insurance Program criteria that is required for new construction or substantial improvements in a Zone A, as noted in the June 22, 2010, Community Assistant Visit report.

We understand that you are working to remove this area from the Special Flood Hazard Area, but in the interim please consider our recommendations. If you have any questions, please contact Amanda Peisch-Derby of my staff at (559) 230-3307.

Sincerely,

[Signature]

José Faria, Acting Chief
South Central Region

cc: Ms. Jane Hopkins
United States Department of Homeland Security
Federal Emergency Management Agency, Region IX
1111 Broadway Street, Suite 1200
Oakland, California 94607-4052
SCHEDULED MATTER

SUBJECT: FEDERAL AVIATION ADMINISTRATION RELEASE OF NONAERONAUTICAL LAND

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The City of Porterville planning staff has been preparing the documents for the Release of Airport Land From Airport-Use Obligations in accordance with Federal Aviation Administration (FAA) Regional Policy 06-601. The Policy requires a Resolution prepared and executed by the governing body of the airport sponsor obligating itself to use the sale or lease proceeds from the released land exclusively for development, improvement, operation and maintenance of the airport or airport system.

The subject site is a 25 acre portion (15 acres exclusively for fair use and 10 acres for a potential training facility) of 40 acres located west of the Airport fence and Westwood Street. The remaining 12± acres could be used for future aviation/nonaviation uses oriented towards the airport, further separating the 25 acres from Airport proper.

HISTORY: In mid-2007, the Superior Court system identified Porterville as a location for a new court facility. The City, working in unison with individuals and groups from throughout the community, identified the Porterville Fairgrounds in Downtown Porterville as the preferred site for the new facility.

City staff entered discussions with the FAA beginning in June of 2009, regarding the release of land for the relocation of the Porterville Fairgrounds and for an undefined City facility.

On December 01, 2009, the City Council at its regularly scheduled meeting adopted Resolution 105-2009 for an Initial Study/Mitigated Negative Declaration for the Porterville Fairground Relocation Project.

The City Council authorized a License and Development Agreement on December 10, 2009. Part of the property negotiations included that the City would continue the process of the Release of Airport Land From Airport-Use Obligations.

In order to determine Fair Market Value of the 25.74± acre site, an appraisal and a review appraisal were performed and concurred with a value of $20,000 per acre for a total of $515,000.

FUNDING PLAN: On March 1, 2010, City staff met with the FAA to propose a financing plan for the fair market value of the land that would include a portion of debt forgiveness and funds for airport development. The following information was provided to FAA and has been updated to reflect current pricing.

DDR[APPROPRIATED/FUNDED] MB CM ITEM NO. 23
The Porterville Municipal Airport has an outstanding loan amount of $234,970 that was used to fund the replacement of fuel tanks. A surcharge of $0.10 per gallon is placed on fuel to fund the debt service on the loan. By eliminating the debt, the Airport can program revenues in a variety of airport operations.

In 2008, the City utilized $130,000 of General Fund monies to mitigate a 20-acre San Joaquin Kit Fox Preserve and a contiguous 6± acre movement corridor. The prorated share to the Airport for the purchase of mitigation credits was 77% of the total cost, or $100,000 with no interest accruing on this debt. The remaining balance after payment from a farming lease is $96,790. This debt would be eliminated as well.

The License Agreement between the Porterville Junior Livestock Fair for the exclusive use of 15 acres established an agreement that the Airport would receive $13,500 annually until the land is released, then it would revert to $1 per year.

The $169,740 balance of the purchase price would be funded by the City’s General Fund to be used by the Airport over a five-year period which would allow the Airport to program in revenues to support operations and capital projects.

The site of the old fairgrounds which was sold to the State had a remaining .36 acres, located generally at the southwesterly corner of Murry Street and Garden Avenue. Staff has recommended that Council approve the sale of the .36 acres to the State for a purchase price of $180,000.00 and that the proceeds from the transaction be utilized to offset costs for the release of the twenty-five (25) acres of airport land from the FAA.

REINVESTMENT: The FAA has specific requirements for the Airport’s use of any funds acquired through the release of property. These include, but are not limited to, the funds shall be used for airport improvement projects that are listed in the Porterville Municipal Airport Capital Improvement Program and the sale proceeds will not be used as the Airport’s matching share for any federal airport grant. The Airport proposes to utilize the $169,740 for the Security Fencing and Access Control project.

RECOMMENDATION: That the City Council:
1. Adopt a Draft Resolution obligating the City to expend the proceeds of the sale of excess land at the Porterville Municipal Airport upon the airport within a five-year period;
2. Authorize the City Manager and/or the Mayor to execute all necessary documents; and
3. Approve a budget adjustment to allocate the $169,740 to the Airport Security Fencing and Access Control Project.

ATTACHMENTS: 1. Locator Map
2. Draft Resolution
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF PORTERVILLE CALIFORNIA, OBLIGATING THE CITY TO EXPEND THE PROCEEDS OF THE SALE OF EXCESS LAND AT THE PORTERVILLE MUNICIPAL AIRPORT UPON THE AIRPORT WITHIN A FIVE-YEAR PERIOD

WHEREAS, the Federal Aviation Administration (FAA) has advised the City of Porterville that Federal law requires, as part of a land release, that any airport land be disposed at fair market value and that all sale proceeds be expended for the capital improvements of Porterville Municipal Airport in accordance with applicable Federal law; and

WHEREAS, the City Council of the City of Porterville approved the sale of City owned Airport real property described as a portion of Assessor’s Parcel No. (APN): 302-110-075, consisting of 25.74± acres M/L in POR SE 1/4 OF SEC 8 T22S R27E, Mount Diablo Base and Meridian, according to the Official Plat thereof, and commonly known as that parcel of land located on the west side of the Porterville Municipal Airport runway, immediately north of Tea Pot Dome Avenue and 1340± feet east of West Street in the City of Porterville, California (“Property”); and

WHEREAS, the City of Porterville is now seeking FAA concurrence for the proposed action to comply with all applicable Federal laws and FAA policies and for the continued provision of adequate public airport facilities to be provided for the citizens of the City of Porterville, California.

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

1. In consideration of the FAA’s approval and release for sale of the Property and recognizing that the Property shall be sold for a sum of no less than $515,000, the City Council hereby adopts the following plan for the reinvestment of funds from the sale of the Property and directs that all proceeds from the sale be utilized exclusively for developing and improving the Porterville Municipal Airport as more specifically described as follows:

   a. The Porterville Municipal Airport has an outstanding loan amount of $234,970 that was used to fund the replacement of fuel tanks. A surcharge of $0.10 per gallon is placed on fuel to fund the debt service on the loan. By eliminating the debt, the Airport can program revenues in a variety of airport operations.

   b. In 2008, the City utilized $130,000 of General Fund monies to mitigate a 20-acre San Joaquin Kit Fox Preserve and a discontinuous 6± acre movement corridor. The prorated cost share to the Airport for the purchase of mitigation credits was 77% of the total cost, or $100,000 with no interest accruing on this debt. The remaining balance after payment from a farming lease is $96,790. This debt would be eliminated as well.
The License Agreement between the Porterville Junior Livestock Fair for the exclusive use of 15 acres established an agreement that the Airport would receive $13,500 annually.

After accounting for the above considerations the remaining balance of the purchase price is proposed to be $169,740 and will be deposited into airport development fund # 090. The total amount of the proceeds will be used only to fund airport projects of airport development otherwise eligible for Federal aid under the Airport Improvement Program, until such time as the full amount of the proceeds is utilized. The proceeds will be expended on the Security Fencing and Access Control Project that is listed in the Porterville Municipal Airport Capital Improvement Program.

In addition, none of the sale proceeds will be used as the City’s matching share for any federal airport grant. The City Council recognizes that use of the sale proceeds as a matching share is not authorized or permitted. The sale proceeds will be used to pay for eligible project costs in full and, if used to fund part of a project, to offset the amount of the federal investment needed to fund the project.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2011

____________________
Ronald L. Irish, Mayor

ATTEST:

____________________
John Lollis, City Clerk
CONSIDERATION OF NAMING CITY CONFERENCE ROOMS

This item was continued from the City Council meeting on February 15, 2011. A couple of Members of Council have recently suggested that the Council consider the renaming of the City's conference rooms, including the Hamamatsu, La Barca, and North conference rooms in City Hall, as well as the naming of the Fire and Police Department conference rooms. In recognition of the City's sister cities Mikkabi (later renamed Hamamatsu) and La Barca, the Council in 2004 by Resolution named the conference rooms of its respective sister cities in Japan and Mexico.

It has been suggested that the Hamamatsu conference room in City Hall be renamed the "Distinguished Employee Conference Room" or "Distinguished Staff Conference Room", in recognition of City employees who have served at least twenty-five (25) years in the City's employ. It has been further suggested that a photo of each employee who has given this term of service be hung in their recognition.

It has also been suggested that the La Barca conference room in City Hall be renamed the "Guy Huffaker Conference Room" or "City Manager's Conference Room", in recognition of the contributions of Mr. Huffaker and/or the City's past Managers to the City of Porterville. Similar to the "Employee" conference room, photo(s) of Mr. Huffaker and/or past City Managers would be hung in their recognition.

It has further been suggested that the North conference room in City Hall be renamed the "Unser Conference Room", in recognition of the contributions of Mr. Mike Unser to the City of Porterville as its long-time Community Services Director.

It has finally been suggested that the conference room in the Fire and Police Departments could also be named the "Chiefs Conference Room" in honor of the Department Chiefs of the past, present, and future, with a plaque to recognize the past Chiefs of the Departments.
RECOMMENDATION: That the City Council consider the suggestions made in the naming of City conference rooms.

ATTACHMENT: Council Resolution 125-2004
RESOLUTION NO. 125-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE IN SUPPORT AND PROMOTION OF
PORTERVILLE'S SISTER CITIES THROUGH THE NAMING
OF TWO CITY HALL MEETING ROOMS

WHEREAS, the City of Porterville has had positive and long-term relations with
its two Sister Cities, the Town of Mikkabi, Japan, and La Barca, Jalisco, Mexico; and

WHEREAS, one of the purposes of the Sister Cities Program has been to develop
an international exchange process to discuss agricultural and industrial economic development; and

WHEREAS, an additional goal of the Sister Cities Program is to stimulate cultural
exchanges relating to social customs and political processes which are mutually beneficial; and

WHEREAS, numerous citizens from Porterville, Mikkabi, Japan, and La Barca,
Jalisco, Mexico have exchanged visits---from local dignitaries to local school children; and

WHEREAS, in an effort to reinforce its support of the Sister Cities Program, the
City Council of the City of Porterville desires to officially name two of the City Hall conference
rooms at 291 North Main Street, Porterville, after our Sister Cities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Porterville that the main City Hall Conference Room is hereby designated as “The Mikkabi Room,”
and the City Manager’s Conference Room is hereby designated as “The La Barca Room.”

Adopted this 21st date of September, 2004.

Pedro R. Martinez, Mayor

ATTEST:
John Longley, City Clerk

Georgia Hawley, Chief Deputy City Clerk
STATE OF CALIFORNIA  
CITY OF PORTERVILLE  )  SS
COUNTY OF TULARE  )

I, JOHN LONGLEY, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 21st day of September, 2004.

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

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<th>HAMILTON</th>
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JOHN LONGLEY, City Clerk

[Signature]

by Georgia Hawley, Chief Deputy City Clerk
COUNCIL AGENDA: March 15, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Modification to Municipal Code Requiring Improved Areas for Parking

SOURCE: City Manager

COMMENT: City Council Member Shelton has requested that the Council consider modifying the City’s Municipal Code, which requires that all parking areas be paved and improved, to allow for parking in unimproved or unpaved areas to be defined. Although Municipal Code restricts and the San Joaquin Valley Air Pollution Control District regulates parking in unimproved or unpaved areas, there are a number of examples in the community that are not in compliance with these requirements, including some City facilities (west of Fire Station #1, OHV Park, Sports Complex east lot, and new Fairgrounds).

RECOMMENDATION: As directed by Council.

ATTACHMENT: Municipal Code: Chapter 21, Article 304.10
304.10: PARKING AREA DESIGN AND DEVELOPMENT STANDARDS:

A. Handicapped Parking: Each lot or parking structure where parking is provided for the public as clients, guests, or employees shall include parking accessible to handicapped or disabled persons as near as practical to a primary entrance and in accordance with the standards for the number of spaces, size, location, signing, and markings/striping set for in chapter 71, "site development requirements for handicapped accessibility" of title 24 of the California Code of Regulations.

B. Compact Parking: On a site with at least ten (10) parking spaces, up to ten percent (10%) of the total required parking spaces may be compact spaces, provided that the following standards are met:

1. In residential parking areas, all parking spaces that are required to be covered shall be standard size; and

2. All compact spaces are to be designated with a sign or pavement marking.

C. Size Of Parking Spaces And Maneuvering Aisles: Parking spaces and maneuvering aisles shall be provided to meet the minimum dimensions required by this subsection. Screening walls, roof support posts, columns, or other structural members shall not intrude into the required dimensions for parking spaces.

1. Standard Parking Spaces: The minimum basic dimension for standard parking spaces is nine feet by twenty feet (9' x 20'). This dimension is reduced to nine feet by eighteen feet (9' x 18') where an additional two feet (2') of sidewalk or landscaped area planted with low growing plants is provided for vehicle overhang. Table 304.10C1 of this section provides the dimensions of spaces (stalls) and aisles according to angle of parking spaces.

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<td>9'0&quot;</td>
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</table>

FIGURE 304.10C1: STANDARD PARKING SPACES
2. Compact Parking Spaces: The minimum basic dimension for compact parking stalls shall be seven feet by sixteen feet (7' x 16').

3. Parking Spaces Abutting Wall Or Fence: Parking spaces shall be located a minimum of two feet (2') from any wall, fence, column, or other obstruction higher than one-half foot (0.5').

4. Long Term Parking: In parking areas, or portions of parking areas, restricted to employee use rather than customer or visitor use, and in which a vehicle is not normally moved during the period of an employee's work shift, the width of parking spaces may be reduced to eight and one-half feet (8.5') for standard spaces and seven and one-half feet (7.5') for compact spaces and the stall depth for standard spaces may be reduced to eighteen feet (18').

5. Minimum Dimensions For Residential Carports: Each single car carport shall measure at least eleven feet (11') wide by twenty feet (20') long. Each double carport shall measure at least twenty feet (20') wide by twenty feet (20') long. The width of the carport is to be measured from inside face of support to inside face of opposite support. The carport roof shall cover the entire twenty foot (20') length of the space. Unless adequate enclosed storage area is provided elsewhere on site, the carport shall include a minimum eighty (80) square foot enclosed storage unit with minimum dimensions of six feet (6') in height and four feet (4') in width and depth.

FIGURE 304.10C5: MINIMUM DIMENSIONS FOR RESIDENTIAL CARPORTS

6. Minimum Dimensions For Residential Enclosed Garages: Enclosed garages serving residential uses shall be constructed to meet the following minimum inside dimensions:

a. A single car garage shall be at least eleven feet (11') wide and twenty two feet (22') long.

b. A double car garage shall be at least twenty feet (20') wide and twenty two feet (22') long.
D. Surfacing: All parking areas shall be paved and improved and all sites shall be properly drained, subject to approval of the city engineer.

E. Parking Lot Striping: All parking stalls shall be clearly outlined with striping, and all aisles, approach lanes, and turning areas shall be clearly marked with directional arrows and lines as necessary to provide for safe traffic movement.

F. Perimeter Curbing: A six inch (6") wide and six inch (6") high concrete curb shall be provided along the outer edge of the parking facility pavement, except where said pavement abuts a fence or wall. Where a parking facility abuts an area planned for a future phase of a phased development a timber barrier or other barrier not less than six inches (6") high may be installed instead of a curb.

G. Lighting: Public parking areas designed to accommodate ten (10) or more vehicles shall be provided with a minimum of one-half (0.5) foot-candle and a maximum of three (3) foot-candles of light over the parking surface during the hours of use from one-half (0.5) hour before dusk until one-half (0.5) hour after dawn. Lighting design shall be coordinated with the landscape plan to ensure that vegetation growth will not substantially impair the intended illumination. Parking lot lighting shall, to the maximum extent feasible, be designed and installed so that light and glare is not directed onto residential use areas or adjacent public rights of way, consistent with article 307, "Performance Standards", of this chapter.

H. Separation From On Site Buildings: Parking areas shall be separated from the front and side exterior walls of on site buildings by walkways at least four feet (4') in width.

I. Landscaping: Landscaping of parking areas shall be provided and maintained according to the general standards of article 303, "Landscaping", of this chapter, as well as the standards of this subsection. The provisions of this subsection apply to all uses except single-family dwellings and duplexes.

1. Landscape Area Required: A minimum of ten percent (10%) of any parking lot area shall be landscaped. For the purpose of calculating required parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.

2. Minimum Planter Dimension: No landscape planter that is to be counted toward the required landscape area shall be smaller than twenty five (25) square feet in area, or four feet (4') in any horizontal dimension, excluding curbing.

3. Layout: Landscaped areas shall be well distributed throughout the parking lot area. Parking lot landscaping may be provided in any combination of:

   a. Landscaped planting strips at least four feet (4') wide between rows of parking stalls;

   b. Landscaped planting strips between parking areas and adjacent buildings or internal pedestrian walkways;

   c. Landscaped islands located between parking stalls or at the ends of rows of parking stalls; and

   d. On site landscaping at the parking lot perimeter.

4. Required Landscaped Islands: A landscaped island at least six feet (6') in all interior dimensions and containing at least one 15-gallon size tree shall be provided at each end of each interior row of parking stalls and between all consecutive parking stalls in the following ratios:

   a. Between every eight (8) stalls in any nonresidential development;

   b. Between every six (6) consecutive stalls in a residential development or in a mixed use development in which residential units overlook on site parking areas.

5. Landscaped Buffer For Open Parking Adjacent To Right Of Way: A landscaped buffer area shall be provided between any surface parking area and any property line adjacent to a public street. The landscaped buffer shall have a minimum width as listed below unless a different dimension is specified in the base district standards applicable to a site.

   a. Residential districts: Five feet (5'). Landscaped parkways or strips between the property line and the sidewalk count toward this requirement.

b. Nonresidential districts: Ten feet (10').

6. Landscaped Buffer For Open Parking Abutting Interior Lot Line: A landscaped area at least three feet (3') wide shall be provided between the outside edge of any surface parking area and any adjacent lot for the length of the parking area.

7. Trees: Trees shall be planted to result in fifty percent (50%) shading of parking lot surface areas within fifteen (15) years.

   a. Distribution: Trees shall be distributed relatively evenly throughout the parking area.

   b. Species: Required trees for parking lots shall be selected from a list of recommended trees maintained by the community development department.

   c. Minimum Planter Size: Any planting area for a tree shall have a minimum interior dimension of five feet (5'). Additional space may be required for some tree species.

FIGURE 304.10I: LANDSCAPING
Parking lot buffer from interior lot line:
3 ft landscaped setback

Landscaped islands: One landscaped island require between every 6 spaces in residential development every 8 spaces in nonresidential development. Minimum dimensions of island: 6 ft x 6 ft with a tree.

2 ft vehicle overhang allowed with groundcover landscaping or curb extension

Landscaped Island at end of row: minimum 6 ft x 6 ft with a tree.

Trees to result in 50% shading within 15 years

Parking lot buffer from right-of-way: 5-10 ft landscaped setback and low (3 ft high) screening wall, fence, planting or berm.
8. Protection Of Vegetation:

a. Clearance From Vehicles: All landscaped areas shall be designed so that plant materials, at maturity, are protected from vehicle damage by providing a minimum two foot (2') clearance of low growing plants where a vehicle overhang is permitted.

b. Planters: All required parking lot landscaping shall be within planters bounded by a concrete curb at least six inches (6") wide and six inches (6") high.

FIGURE 304.1018: PROTECTION OF VEGETATION

9. Irrigation: All landscaped areas shall be provided with an automatic sprinkler system.

10. Visibility And Clearance: Landscaping in planters at the end of parking aisles may not obstruct drivers' vision of vehicular and pedestrian cross traffic. Mature trees shall have a foliage clearance maintained at eight feet (8') from the surface of the parking area. Other plant materials located in the interior of a parking lot shall not exceed thirty inches (30") in height.

J. Circulation And Safety:

1. Visibility shall be assured for pedestrians, bicyclists, and motorists entering individual parking spaces, circulating within a parking facility, and entering or leaving a parking facility.

2. Off street parking and loading areas shall be provided with sufficient maneuvering room so that all vehicles can enter and exit from a public street by forward motion only. This standard shall not apply to parking areas serving single-family dwellings or duplexes served by individual driveways.

3. Parking lots shall be designed so that sanitation, emergency, and other public service vehicles can provide service without backing unreasonable distances or making other dangerous or hazardous turning movements.

4. Separate vehicular and pedestrian circulation systems shall be provided where possible. Multi-family residential developments of five (5) or more units shall be provided pedestrian access that is separate and distinct from driveways. Parking areas for commercial and mixed use developments that are eighty feet (80') or more in depth and/or include fifty (50) or more parking
spaces shall have distinct and dedicated pedestrian access from the commercial use to parking areas and public sidewalks, according to the following standards:

a. Connection To Public Sidewalk: An on site walkway shall connect the main building entry to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main building entry and sidewalk, no more than one hundred twenty five percent (125%) of the straight line distance.

b. Materials And Width: Walkways shall provide at least five feet (5') of unobstructed width and be paved with concrete, stone, tile, brick, or comparable material.

c. Identification: Pedestrian walkways shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, a different paving material, or similar method.

d. Separation: Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it shall be raised and separated from the auto travel lane by a raised curb at least four inches (4") high, bollards, or other physical barrier.

FIGURE 304.10J: CIRCULATION AND SAFETY
Where walkway crosses parking areas, aisles, driveways, it shall be differentiated with paving materials, or through elevation changes or speed bumps.

Where walkway is parallel and adjacent to auto travel lane, it must be separated by a raised curb, bollards, landscaping, or other physical barrier.

An on-site walkway shall connect the primary building entry to a public sidewalk on each street frontage. Walkway shall be shortest practical distance between building entry and sidewalk, generally no more than 125% of the straight line distance.

(Ord. 1764, 5-4-2010)
COUNCIL AGENDA: March 15, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Modification to City Project Review Committee Fees

SOURCE: City Manager

COMMENT: City Council Member Shelton has requested that the Council consider modifying the City’s Project Review Committee (PRC) fees, which are currently established at $753, and charged by the City on any matter before the PRC without regard for the size and/or complexities of the project. Though some agencies have a single PRC fee similar to the City, there are agencies that do not charge a fee for such project review, while there are others that have differentiated fees dependent upon the magnitude and/or complexity of the project.

RECOMMENDATION: As directed by Council.

ATTACHMENT: Municipal Code: Chapter 21, Article 600.04
600.04: PROJECT REVIEW COMMITTEE:

The project review committee is the zoning administrator, city engineer and fire chief or their designees. The project review committee shall review development proposals for the following projects through the preapplication review process:

A. All new commercial or industrial structures and additions of five hundred (500) square feet or more;

B. Multiple-family developments of four (4) or more units or consisting of two (2) or more structures;

C. A change in occupancy or use that results in an intensification of use or where the new occupant is in a different use classification than the former occupant; and

D. Any project that requires a discretionary approval, including, but not limited to, conditional use permits, variances, zoning change, general plan amendment, subdivision, and annexation. (Ord. 1764, 5-4-2010)
COUNCIL AGENDA: March 15, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Modification to City Council Budget for Accounting of Councilmember Expenditures

SOURCE: City Manager

COMMENT: City Council Member Shelton has requested that the Council consider modifying the Council’s budget and accounting of individual Councilmember expenditures, proposing that each Councilmember’s individual budget be limited to $4,000 per fiscal year. In addition, each Councilmember’s individual budget would continue to be charged for expenses related to City travel and meeting expenses, but would also include all expenses related to City technology support (cell phone purchase and service, computer purchase and maintenance, as well as internet air card service).

Currently, each Council Member is provided an individual budget of $4,500 for the purposes of attending conferences and meetings for the City and related travel expenses (registration, lodging, meals, mileage, etc), as well as City technology support, with the exception of computer maintenance and internet air card service, which is estimated at $2,500 per year.

RECOMMENDATION: As directed by Council.

ATTACHMENT: 2010-2011 City Council Budget (Proposed)

C/M Item No. 27
## City of Porterville
### Budget Worksheets - Legislative
#### City Council
##### Fiscal Year 2010/11

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<td>2,414</td>
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<tr>
<td>5010-001-450</td>
<td>Publication and Dues</td>
<td>323</td>
<td>149</td>
<td>100</td>
<td>200</td>
<td>-</td>
<td>-</td>
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<tr>
<td>5010-001-490</td>
<td>Special Consumables Youth</td>
<td>-</td>
<td>-</td>
<td>12,796</td>
<td>37,204</td>
<td>15,938</td>
<td>37,204</td>
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<tr>
<td>5010-001-660</td>
<td>Other Expense</td>
<td>75,282</td>
<td>79,106</td>
<td>24,995</td>
<td>22,000</td>
<td>9,639</td>
<td>20,627</td>
<td>18,204</td>
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<td>5010-001-910</td>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>8,000</td>
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<tr>
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<td><strong>Total Other Expenses</strong></td>
<td>184,914</td>
<td>200,109</td>
<td>149,816</td>
<td>181,824</td>
<td>62,587</td>
<td>166,827</td>
<td>144,620</td>
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<td><strong>Total City Council</strong></td>
<td>189,564</td>
<td>204,069</td>
<td>153,111</td>
<td>186,474</td>
<td>64,297</td>
<td>171,477</td>
<td>149,270</td>
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