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:
   9- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation – One Case concerning AT&T/Mobility Claim dated November 3, 2010 related to Utility Users Tax.
   10- 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

Pledge of Allegiance Led by Council Member Greg Shelton
Invocation

PROCLAMATIONS

National Wrestling Hall of Fame Inductee – Tim Vanni
Iris Festival Day – April 16, 2011
National Library Week, April 10th – 16th
National Volunteer Week, April 10th – 16th
Public Safety Telecommunications Week, April 10th – 16th
Porterville’s Sesquicentennial Year -- 2011

PRESENTATIONS

Employee of the Month – Rick Land
Sesquicentennial Committee

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.

1. **City Council Minutes of October 13, 2010 and March 10, 2011**

2. **Authorization to Advertise for Bids – Pearson Drive Bus Turnout**
   Re: Considering approval of staff’s Plans and Project Manual for the project consisting of the removal of existing and the installation of new concrete improvements allowing for a bus turnout north of Putnam Avenue and the neighboring hospital.

3. **Authorization to Award a Professional Service Agreement – Quality Control Services for Jaye Street Improvements and Scranton Avenue & Indiana Street Reconstruction Projects**
   Re: Considering authorization to execute a Professional Services Agreement with BSK Associates in the amount of $49,584.00 for material testing services for the Jaye Street Improvements and Scranton Avenue & Indiana Street Reconstruction Projects.
4. **Award of Contract – Jaye Street Improvements Project (From the Easterly Extension of Brown Avenue to Gibbons Avenue)**
   Re: Considering awarding a contract in the amount of $821,037.66 to Mitch Brown Construction, Inc., for the project consisting of the reconstruction of Jaye Street to collector standards including storm drain pipeline with catch basins, fire hydrant relocation, asphalt paving, curb, gutter, sidewalk in designated areas, drive approaches, median island with landscaping and street lighting.

5. **Award of Contract – Scranton Avenue and Indiana Street Reconstruction Project**
   Re: Considering awarding a contract in the amount of $1,730,377.51 to Halopoff & Sons, Inc., for the project consisting of the reconstruction of Scranton Avenue to arterial standards.

6. **Award of Contract – Waste Water Treatment Facility Sprayed Polyurethane Roofing Project**
   Re: Considering award of contract in the amount of $64,516.98 to Universal Coatings, Inc. of Fresno, for the project consisting of the installation of sprayed polyurethane foam roofing system and related appurtenances at five (5) buildings at the City of Porterville Waste Water Treatment Facility (WWTF) located at 1333 W. Grand Avenue.

7. **Award of Contract – Heritage Center Trailway Extension (Rails to Trails Ph. II) Project**
   Re: Considering awarding a contract in the amount of $246,283.00 to Dawson Mauldin Construction of Huntington Beach, for the project consisting of the extension of the existing trail from its current termination point south to the Porterville Heritage Center.

8. **Award Contract – Automatic Fare Collection Equipment**
   Re: Considering awarding a contract in the amount of $337,453.72 to GFI Genfare of Elk Grove Village, Illinois for automatic fare collection equipment and installation of said equipment in all of the City’s Fixed Route Transit buses.

9. **Award Contract – Waukesha Engine Overhaul**
   Re: Considering awarding a contract in the amount of $51,062.97 to Valley Power Systems, Inc. of Bakersfield, for the overhaul of one Waukesha engine at the Wastewater Treatment Facility.

10. **Recycling Processing Request for Proposal (RFP)**
    Re: An informational report regarding the advertisement of a new RFP for the processing of the City’s Residential Curbside Recycling.

11. **CalTac Board Effectiveness Training**
    Re: Informational report regarding the Library and Literacy Commissions scheduling of California Association of Library Trustees and Commissioners (CALTAC) Board Effectiveness Training on April 23, 2011.

12. **CalTip Board Member Resolution**
    Re: Considering approval of a resolution designating Baldo Rodriguez as the City’s designee for representation of the CalTIP Board of Directors, effective June 1, 2011.
13. **Amended Agreement Between the City of Porterville and Sierra Management for the Provision of Transit Services Administration and Management**  
Re: Considering approval of the Amended Agreement to include Transit Program administration in addition to existing operation management.

14. **Porterville Fair Board Request for Municipal Ballfield Lights**  
Re: Considering approval to transfer ownership of the light fixtures at the Municipal Ball Park to the Fair Board for use at the new fairgrounds.

Re: Approval of annual event to take place on Saturday, May 7, 2011, from 9:00 a.m. to 3:00 p.m. in the northern section of Veteran’s Park.

16. **Approval of Community Civic Event – Porterville Breakfast Rotary Cancer Run – May 7, 2011**  
Re: Approval of annual event to take place on Saturday, May 7, 2011, from 5:00 a.m. to 11:00 a.m.

17. **Approval for Community Civic Event – Comision Honorifica Mexicana-Americana, Inc. – Cinco de Mayo Parade and Fiesta – April 30, 2011**  
Re: Approval of annual event to take place on Saturday, April 30, 2011 on downtown Main Street.

18. **City-Funded Supplemental Insurance for Historical Parades**  
Re: Considering acceptance of a quote submitted by Burlington Insurance Company in the amount of $2,346.57 for supplemental special event coverage for the City’s three historic parades: Cinco de Mayo, Veterans’ and Children’s Christmas.

19. **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_

**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 March 15, 2011.

**SCHEDULED MATTERS**

21. **Porterville 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.
22. **Review of Library Budget**  
Re: Considering approval of the Measure H budget to allow for the expenditures for services at the City library.

23. **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.

24. **Federal Aviation Administration Release of Nonaeronautical 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.

25. **Council Member Requested Agency Item – Consideration of Renaming City Hall Conference Rooms and Areas**  
Re: Considering whether there is Council interest in the renaming of the City’s conference rooms and other areas in City Hall.

26. **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.

27. **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.

28. **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 individual Councilmember expenditures to limit each individual budget to $4,000 per fiscal year.

29. **Council Member Requested Agenda Item – Consideration of Co-Sponsoring with the Tule River Tribal Council a Community Fireworks Show**  
Re: Considering whether there is Council interest in co-sponsoring with the Tule River Tribal Council, a community fireworks show conducted within a City parks facility.

30. **Council Member Requested Agenda Item – Modification to Municipal Code Regarding Itinerant Vendor or Itinerant Merchant**  
Re: Considering whether there is Council interest in modifying the City’s Municipal Code as it relates to Itinerant Vendors or Itinerant Merchants.
31. Council Member Requested Agenda Item – Consideration of Creating City Listserv Program
Re: Considering whether there is Council interest in implementing a Listserv Program through the City’s website.

32. Council Member Requested Agenda Item – Consideration of City Manager Performance
Re: Considering whether there is Council interest in considering the performance of the City Manager.

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 19, 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 5:30 p.m.
Roll Call: Council Member McCracken, Vice Mayor Hamilton, Council Member Shelton, Council Member Ward, Mayor Irish

Pledge of Allegiance led by Mayor Ronald Irish
Invocation – a moment of silence was observed.

ORAL COMMUNICATIONS
None

PUBLIC HEARING
1. ADOPTION OF FISCAL YEAR 2010-2011 BUDGET

Recommendation: The City Manager proposed that the City Council consider adoption of the proposed 2010-2011 Fiscal Year Budget, as directed for modification.

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

A discussion ensued regarding the use of Parks staff during the off-season to assist with road maintenance, and Public Works Director Rodriguez indicated that staff would report to the Council no later than the first meeting in December.

Council Member Ward asked whether the potential for the Boys and Girls Club to oversee the after-school program at the Heritage Center had yet been explored. Staff indicated that an invitation had been extended, but that a proposal had not been submitted. Vice Mayor Hamilton questioned the timing of the discussion, stating that it was premature to consider prior to receipt of a proposal.

The Council briefly discussed an across the board reduction, and cutting personnel payroll costs. Mayor Irish inquired about the funds set aside for the water dam project, and it was confirmed by staff that the $250,000 in funds were General Fund monies.

The public hearing was opened at 5:49 p.m. Seeing no one, the Mayor closed the public hearing at 5:50 p.m.

Vice Mayor Hamilton MOVED that the City Council approve the 2010/2011 Fiscal Year Budget as presented. The motion was SECONDED by Council Member McCracken.
Mayor Irish requested that the City set up additional sinking funds in future budgets, which could be earmarked for roads and the like. A discussion then ensued with regard to equipment replacement funds, funds for building construction, and the benefits of typing funds as proposed by Mayor Irish.

Council Member Shelton proposed that the motion be amended to adopt parts of the budget. City Manager Lollis stated that the Council could approve the budget as presented, but could also provide direction to staff requiring additional product due to the Council, such as defined operations and costs.

Council Member McCracken suggested language for Council Member Shelton’s amendment, which Council Member Shelton accepted. Council Member Ward stated that he would prefer to pay the part-time employees with General Fund monies until staff had completed their investigation. A discussion ensued regarding options available to the Council pertaining to the Measure H Budget for Literacy. Staff clarified that the concern being investigated was from a past budget, and not an element of the proposed budget.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Council Member McCracken that the City Council amend Vice Mayor Hamilton’s motion to approve the Measure H Budgets for Police, Fire and only the fixed costs for Literacy; and direct that discretionary costs relative to Literacy be held in reserves until City Council has opportunity to review and approve.

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

**COUNCIL ACTION:** MOVED by Council Member Ward, SECONDED by Council Member McCracken that the City Council amend Vice Mayor Hamilton’s motion by un-appropriating approximately $30,000 for the Zalud and Murry Park Misters. The motion carried unanimously.

Staff addressed questions from Council regarding funds proposed for a storage unit at the Heritage Center.

**COUNCIL ACTION:** MOVED by Council Member McCracken, SECONDED by Council Member Shelton that the City Council amend the Vice Mayor’s motion by un-appropriating approximately $129,000 for a storage unit at the Heritage Center, and $80,000 for Heritage Center ballfields; and direct staff to return to the Council for a budget adjustment when they have reason to put in the storage unit.
AYES: McCracken, Shelton, Ward, Irish
NOES: Hamilton
ABSTAIN: None
ABSENT: None

COUNCIL ACTION: MOVED by Mayor Irish, SECONDED by Council Member Ward that the City Council approve amend the Vice Mayor’s motion by unappropriating approximately $250,000 from monies allocated for the Dam project. The motion carried unanimously.

The Council took a five minute recess.

A discussion ensued regarding Council’s amendments to the budget and their affect on the City’s budget deficit. City Manager Lollis also elaborated on the condition of the City’s other funds, noting that the General Fund had been affected by the decrease in sales tax and property taxes. At the request of Council he provided methods of balancing a deficit budget.

Council Member Ward expressed his reservations about adopting a deficit budget, and stated that he preferred adopting a budget after labor negotiations had concluded.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Mayor Irish that the City Council amend the Vice Mayor’s motion by cutting 1.5% in personnel costs across the board, which would change staff’s recommended 94% to 92.5%.

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

Council Member Shelton stated that he was opposed to adopting a deficit budget, and the Council discussed whether the proposed amendments had in fact balanced the budget.

Council Member Ward made a motion to adopt a three month budget, but then withdrew his motion on account of it conflicting with his stance on the Measure H Literacy budget.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council approve the budget, as amended.

Resolution 107-2010
Resolution 108-2010

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

Disposition: Approved as amended.
ORAL COMMUNICATIONS
None

OTHER MATTERS
- Vice Mayor Hamilton advised everyone that October was National Breast Cancer Awareness Month.
- City Manager Lollis stated that the City of Lindsay was hosting the League of California Cities Dinner at McDermott Field House the following evening.

ADJOURNMENT
The Council adjourned at 7:02 p.m. to the Council Meeting of October 19, 2010 at 5:30 p.m.

__________________________________________________________
Luisa Herrera, Deputy City Clerk

SEAL

Ronald L. Irish, Mayor
Call to Order at 5:30
Roll Call: Council Member Ward (arrived late), Vice Mayor Hamilton, Council Member Shelton, Council Member McCracken, Mayor Irish

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

JOINT CITY COUNCIL/PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 N. MAIN STREET, PORTERVILLE, CA

Roll Call: Agency Member Ward (arrived late), Vice Chairman Hamilton, Agency Member Shelton, Agency Member McCracken, Chairman Irish

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 – Initiation of Litigation: One Case.

6:00 P.M. RECONVENE OPEN SESSION
REPORT ON ANY AGENCY ACTION TAKEN IN CLOSED SESSION
City Attorney Julia Lew reported that no reportable action took place.

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

REPORTS
• Council Member Ward spoke of his attendance at the recent Coordination of Services Committee Meeting and advised that committee members were tasked with bringing back a list of goals at the next meeting.
• Vice Mayor Hamilton indicated that a LAFCO meeting had taken place which he had been unable to attend, and requested that staff provide an update. City Manager Lollis advised that Community Development Director Brad Dunlap had attended and provided a brief summary of the meeting discussion relative to the cost benefit analysis on annexations.
• Mayor Irish advised that he will report on his recent trip to Washington D.C. at the regular City Council Meeting of March 15th.
ORAL COMMUNICATIONS

None

Mayor Irish advised that, without objection, the Council and Agency would hear Item Nos. 2 through 4 first.

JOINT SCHEDULED MATTERS

2. PORTERVILLE REDEVELOPMENT AGENCY REPAYMENT IN FULL OF EXISTING DEBT OBLIGATIONS TO CITY OF PORTERVILLE

Recommendation:

That the Porterville Redevelopment Agency:
1. Adopt the draft Resolution Amending Resolution No. PRA 2010-13;
2. Authorize payment to be made to the City of Porterville in the amount of $1,714,374; and
3. Authorize the Chairman to execute all necessary documents.

That the City Council:
1. Adopt the draft Resolution amending Resolution No. 103-2010;
2. Adopt the draft Resolution Accepting Payment in Full for all Debt Owed by the Porterville Redevelopment Agency to the City of Porterville and allocate the funds to the Porterville Hotel Redevelopment Project; and
3. Authorize the Mayor to execute all necessary documents.

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

A brief discussion ensued regarding the Governor’s proposed action relative to Redevelopment Agencies.

AGENCY ACTION:

MOVED by Agency Member Ward, SECONDED by Vice Chairman Hamilton that the Agency adopt the draft Resolution Amending Resolution PRA 2011-01 Resolution No. PRA 2010-13; authorize payment to be made to the City of Porterville in the amount of $1,714,374; and authorize the Chairman to execute all necessary documents. The motion carried unanimously.

COUNCIL ACTION:

MOVED by Agency Member Ward, SECONDED by Vice Chairman Hamilton that the City Council adopt the draft Resolution amending Resolution 07-2011 Resolution No. 103-2010 and Accepting Payment in Full for all Debt Owed by the Porterville Redevelopment Agency to the City of Porterville and allocate the funds to the Porterville Hotel Redevelopment Project; and authorize the Mayor to execute all necessary documents. The motion carried unanimously.

Disposition: Approved.

3. APPROVAL OF A COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT COST REIMBURSEMENT

Recommendation:

That the Porterville Redevelopment Agency:
1. Adopt the draft Resolution approving a Cooperation Agreement for Public Improvement Cost Reimbursement By and Between the City of Porterville and the Porterville Redevelopment Agency Pursuant to Health and Safety Code Section 33445(c) and Making Certain Findings in Connection Therewith;
2. Approve the Cooperation Agreement for Public Improvement Cost Reimbursement;
3. Authorize the Agency Chairman to execute all necessary documents;
4. Authorize the City Manager to implement the Agency Board’s direction.

That the City Council:
1. Adopt the draft Resolution Approving a Cooperation Agreement for Public Improvement Cost Reimbursement By and Between the City of Porterville and the Porterville Redevelopment Agency Pursuant to Health and Safety Code Section 33445(c) and Making Certain Findings in Connection Therewith;
2. Approve the Cooperation Agreement for Public Improvement Cost Reimbursement; and
3. Authorize the Mayor to execute all necessary documents.

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

AGENCY ACTION: MOVED by Agency Member McCracken, SECONDED by Vice Chairman Hamilton that the Redevelopment Agency adopt the draft Resolution PRA 2011-02 Resolving the Cooperation Agreement for Public Improvement Cost Reimbursement By and Between the City of Porterville and the Porterville Redevelopment Agency Pursuant to Health and Safety Code Section 33445(c) and Making Certain Findings in Connection Therewith; approve the Cooperation Agreement for Public Improvement Cost Reimbursement; authorize the Agency Chairman to execute all necessary documents; and authorize the City Manager to implement the Agency Board’s direction. The motion carried unanimously.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council adopt the draft Resolution 08-2011 Approving a Cooperation Agreement for Public Improvement Cost Reimbursement By and Between the City of Porterville and the Porterville Redevelopment Agency Pursuant to Health and Safety Code Section 33445(c) and Making Certain Findings in Connection Therewith; approve the Cooperation Agreement for Public Improvement Cost Reimbursement; and authorize the Mayor to execute all necessary documents. The motion carried unanimously.

Disposition: Approved.

4. RECORDING OF OPERATION, USE AND MAINTENANCE COVENANTS RUNNING WITH THE LAND ON PORTERVILLE REDEVELOPMENT AGENCY OWNED PROPERTIES
Recommendation: That the Porterville Redevelopment Agency:

1. Authorize the City Manager to execute all necessary documents; and
2. Authorize staff to record with the County Recorder an Operation, Use and Maintenance Covenant running with the land on all Agency owned improved parking lots and vacant properties.

Agency Member Shelton noted a conflict of interest in that he owns real property located within 500 feet of two of the Redevelopment Agency owned parking lot properties, recused himself from the discussion, and exited the Council Chambers.

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

**AGENCY ACTION:**

MOVED by Vice Chairman Hamilton, SECONDED by Agency Member Ward that the Agency authorize the City Manager to execute all necessary documents; and authorize staff to record with the County Recorder an Operation, Use and Maintenance Covenant running with the land on all Agency owned improved parking lots and vacant properties.

**M.O. PRA 01-031011**

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

Disposition: Approved.

The City Council and Redevelopment Agency recessed at 6:40 p.m. for 15 minutes, during which time Council Member/Agency Member McCracken excused himself from the meeting to attend a previously scheduled engagement.

1. **STORM DRAIN PRESENTATION**

Recommendation: No recommendation. Presentation by staff only.

City Manager John Lollis introduced the item, and Public Works Director Baldo Rodriguez provided the presentation. Mr. Rodriguez reviewed a list of problem areas and presented both interim and ultimate solutions along with the estimated costs for each. His review was as follows:

1. **Morton Avenue & Mathew and Walch Streets:** Two small detention reservoirs are located in the vicinity of Mathew Street and Morton Avenue. The reservoirs, although in close proximity to each other, are not interconnected. Significant storms will always overwhelm these small reservoirs.

   **Interim solution:** Includes extending the existing storm drain pipe along Morton Avenue west to Mathew Street, connecting the Morton/Walch pond to the new storm drain pipe. Continue the new SD pipe north along Mathew connecting to an existing SD pipe that discharges to the Porter Slough. In addition, construct a SD pipe from the Morton/Mathew pond north and connecting to the new SD pipe installed along Morton Avenue. Under this scenario, both ponds can be eliminated and property returned to the developer.
Estimated Cost: $164,670

2. **OHV Park:**
The OHV Park currently drains a significant area in and around the Airport, Sports Park and Industrial Park.

*Interim Solution:* Purchase of a 40 acre retention pond site on the southwest corner of Scranton and West Road developed to accommodate 200 Ac-ft. Staff recommends that the pond be constructed incrementally as development occurs, with the initial size at 100 Ac-ft. Allow surface drainage via ditches through the Sports Park as it currently does, collect the flows in the OHV Park, construct a major pipe through the OHV Park and discharge to the new 100 AF pond. Additionally, complete the extension of the 48” SD pipe along West Rd from Yowlumne to the new retention basin.

Estimated Cost: $1.2 million, of which $824,000 is grant funding.

*Ultimate Solution (if needed):* Contains many of the same components as the interim solution. Improvements per the SDMP includes purchase and development of a 40 acre site, final extension of the storm drain pipe along West Road from Yowlumne to the new retention basin. Construction of 6000’ of SD pipe ranging in size from 33” to 66” along Scranton Avenue from Newcomb Street to the 40 acre site retention pond.

Estimated Cost: $2,524,148.

Mayor Irish advised of a conflict of interest in that he owns real property within the subject area, recused himself from the discussion on Jasmine Ranch, and exited the Council Chambers. He returned to the Chamber subsequent to the discussion on this problem area.

3. **Jasmine Ranch:** The existing ditch along the west side of Hillcrest is quickly overwhelmed during any significant rain. The construction of the ditch is elementary, weed strewn, irregular in carrying capacity, and can be counted on to transport mud and other debris during the rain event. The result is a muddy and un-passable street (Hillcrest), potential damage to the properties located within the Jasmine Ranch subdivision and to the properties located along the east side of Hillcrest Street.

*Interim Solution:* Grading Hillcrest Street from Lemons, 400 feet south to the cattle crossing (approximately ¼ mile) so that surface runoff remains on the east side of Hillcrest Street and collects in the ditch that runs parallel to Hillcrest. Re-grade the east side of Hillcrest Street so that the surface water remains on the east side until it reaches the cattle crossing, where an 18” pipe can transport the water across Hillcrest discharging into the ditch.

The ditch requires major cleanup of rocks, debris and weeds along its entire length. The surface grates at the south end of Hillcrest require re-positioning or modifications so that surface waters not collected in the ditch are properly captured and discharged to the 50 ac-ft pond formerly known as the Carter Pond.

Estimated Cost: $62,900
Ultimate Solution per the Storm Drain Master Plan: Construct a series of new retention ponds north of Jasmine Ranch with a combined capacity of approximately 131 ac-ft, install a 36” SD pipe along Hillcrest from the extension of Henderson Ave south to the 50 ac-ft pond.  
Estimated Cost: $1,268,366

4. Vegetable Garden: The Porter Slough Ditch that carries overflow from the Murry Park pond south and westerly through Murry Park is poorly constructed, flat at certain locations. As constructed it cannot be counted on to carry flows of any significance. The recent rains caused flood waters to breach the ditch banks and flood the adjacent low lying area locally referred to as the Vegetable Garden.

Possible Solution: Re-grade and make improvements to the ditch to from Murry Park west to increase its carrying capacity. Correct downstream deficiencies, install an 18” pipe across Park Ave.  
Estimated Cost: $82,900

Ultimate Solution: Pursuant to the Master Plan, regrading of the ditch from Crestview, through the golf course and Murry Park, the installation of an 18” SD pipe across Park Avenue, and grading of the Vegetable Garden so that this area can contain overspill from the adjacent ditch.  
Estimated Cost: Not determined.

Council Member Ward noted a conflict of interest in that he owns real property within 500 feet of the subject area, recused himself from the discussion on York Street/Morton Avenue Area, and exited the Council Chambers. Council Member Ward returned to the Chambers subsequent to the discussion of this subject area.

5. York Street/Morton Avenue Area: The area lacks adequate to no storm drain facilities which is not uncommon for former County areas. Currently, surface waters from the surrounding area flow and accumulate in the vicinity of York and Belleview Streets.

Solution: The installation of curb & gutter as needed to convey water south along York to Belleview, and then west along Belleview to Patsy. Additionally, install 300’ of 18” SD pipe along Belleview from Patsy to Salisbury, connecting to an existing SD pipe that discharges to the Porter Slough.  
Estimated Cost: $60,850

6. Tomah Avenue/Newcomb Street Area: This area was formerly located in the County. The County’s storm drain standards allow the installation of surface grates. Surface grates tend to plug and require substantially more oversight.

Interim Solution: Monitor and maintain the surface grates so that they work properly. Install curb and gutter as needed to convey surface runoff to the corner of Tomah Avenue and Newcomb Street. Additionally, install 40’ of 18” SD pipe connecting to the existing 18” pipe located on Newcomb Avenue.  
Estimated Cost: $21,400

Ultimate Solution: This area was in the County at the time the Storm Drain Master Plan
was developed. To include this area will probably require that the SDMP improvements be constructed. These improvements include the installation of 21” through 30” pipe along Newcomb Street paralleling the existing 18” pipe from Olive Avenue to the Corporation Yard retention ponds.
Estimated Cost: $934,846

7. **Tomah Avenue/Porter Street:** The area lacks adequate to no storm drain facilities which is not uncommon for former County areas. Currently, surface waters from the surrounding area flow and accumulate in the vicinity of Tomah and Porter Streets.

   **Solution:** Construct curb and gutter as needed to convey surface runoff to collection points. Additionally install 350’ of 18” SD pipe along Tomah Avenue from Porter Street to Wisconsin Street connecting to an existing SD pipe at Porter and Wisconsin.
   Estimated Cost: $47,430

8. **Western Street/Union Avenue:** Complete the installation of curb and gutter, and properly locate drop inlets or surface grates. Additionally, install 710’ of 18” SD pipe along Union Avenue from Western Avenue to Villa Street connecting to an existing SD pipe at Villa and Union.
   Estimated Cost: $110,385

9. **Olive Avenue at Raceway:** Solution: Follow the recommendations of the Storm Drain Master Plan. Improvements include the installation of 4,000’ of SD pipe ranging in size from 27” to 33” discharging to an existing basin that requires upgrades from 34 a-f to 86 a-f.
   Estimated Cost: $1,206,436

10. **Newcomb Street & Teapot Dome Avenue:** A large amount of open farm area and the long distances contribute to the flooding situation at this intersection, even with modest rainfall.

    **Interim Solution:** Re-grade the immediate area north of the intersection to catch all surface runoff. Reconstruct existing culverts at the intersection to convey runoff across the intersection from east to west.
    Estimated Cost: $22,000

    **Ultimate Solution:** Follow the recommendations of the SDMP. This work includes the installation of 5,000’ of SD pipe ranging in size from 30” to 36” to a proposed 69 a-f pond.
    Estimated Cost: $1,194,831

Council Member Shelton noted a conflict of interest with problem areas 11 through 17 in that he owns real property within 500 feet of the subject areas, recused himself from the discussion, and exited the Council Chambers. He returned to the Chambers subsequent to the discussion of the areas represented in Items 11 through 17.

11. **Morton Avenue & Second Street:** This location floods even under modest precipitation. The storm drain system at this location gets overwhelmed.

    **Interim Solution:** Includes operating valves in the immediate area to bifurcate flows to
Zalud Park. This operation is more practical to implement immediately after the storm to recede the waters from the intersection in a timelier manner.

**Ultimate Solution:** Draws from Boyle Engineering’s 1994 “Redevelopment Downtown Storm Drainage Study” (RDSDS). The proposed solution is to intercept flows before they reach Morton Avenue and Second Street. This is achieved by installing an 18” storm drain pipe along Thurman Avenue from Main Street to Third and a 21” main along Third Street from Thurman Avenue to Morton Avenue connecting to the existing 30” main in Morton Avenue.

Estimated Cost: $280,951

12. **Henderson Avenue & Plano Street:** The recent flood event overwhelmed the intersection.

**Interim Solution:** Includes proper maintenance and operation of the grates located along Plano Street north of the intersection. In addition, re-positioning or modification of the existing grate located on the east side of Plano Street, and installation of minor concrete improvements and construction of an asphalt berm to channel upstream flows to the grate is required.

Estimated Cost: $31,000

**Ultimate Solution:** The Storm Drain Master Plan includes the installation of two parallel storm drain pipes (42” & 36”) along Henderson Avenue from Plano Street to Fourth Street.

Estimated Cost: $418,143

13. **Zalud Park:** Zalud Park serves as a central retention pond and receives significant flows annually. Under normal circumstances, crews pump the water out of Zalud Park and discharge into minor piping located south of Zalud Park, without issues. Significant rains such as recently experienced overwhelmed Zalud Park resulting in flooded private properties immediately west of Zalud Park.

**Interim Solution:** Includes the construction of a drop inlet and storm drain pipe system beginning in the vicinity of the El Granito Cul de Sac, extending west across private property to a drop inlet located on ‘G’ Street.

Estimated Cost: $40,000 to $50,000

**Ultimate Solution:** Requires the installation of a major storm drain pipe (48” & 54”) from Zalud Park to Porter Road connecting to a major SD pipe at Porter Road. Significant improvements to Zalud Park are needed to increase its holding capacity from its current 18AF of storage to 104 AF.

Estimated Cost: $2,718,265.

14. **Olive Avenue & Fourth Street:** The Porter Slough Ditch flows from the Murry Park pond west to a location west of the Rails to Trails property. At this junction, the ditch bifurcates and some of the water flows south along the east side of private properties and then meanders in a southwesterly direction through private property discharging to the Porter Slough.

**Possible Solution:** Includes the installation of 290’ of 18” pipe within or along the same alignment of the existing open ditch as it traverses south along the east property line of
the above described private properties to a point just north of Olive Avenue, then west discharging to the Porter Slough.
Estimated Cost: $59,565

15. Mulberry Avenue & Second Street. This intersection is adjacent to Muller Field. The surrounding terrain slopes easterly and westerly to the intersection causing flooding along the north side of the intersection. Surface waters cannot and do not discharge to Muller Field.

Interim Solution: Includes the placement of three strategically placed grates or drop inlets at the lowest spot in or near the intersection of Second Street and Mulberry Avenue, connecting the new drop inlets or grates to the existing 24” storm drain pipe that relieves flows from Muller Field to Zalud Park. Other improvements should be considered such as installing a larger storm drain pipe connecting low lying areas south of Mulberry Avenue to the newly installed DI or surface grates.
Estimated Cost: $38,000

Ultimate solution: As indicated in the SDMP, provides for the installation of 2,000’ of 18” SD pipe from Muller Field east, and the installation of curb and gutter at the intersection to channel flows to the newly installed improvements.
Estimated Cost: $1,266,606

16. Downtown Area: The downtown area floods under modest precipitation. The downtown area lack adequate storm drain facilities.

Solution: The downtown area is dependant on each street handling its own run-off that the only reasonable solution is to follow the Downtown Storm Drain Master Plan developed by Boyle Engineering.
Estimated Cost: $1,427,602

17. York Street/Putnam Avenue Area: This area was formerly located in the County and lacks adequate drainage facilities.

Solution: Install curb & gutter as needed to convey surface flows to the north or south end of York Street. Install an 18” SD pipe at York Street and Putnam Avenue, or York Street and Morton Avenue east to Newcomb Street connecting to an existing 18” SD pipe.
Estimated Cost: $60,850

Total Estimated Costs:
Interim Solutions: $2,012,000
Ultimate Solutions: $13,240,000

The Joint City Council/Redevelopment Agency Meeting adjourned at 7:39 p.m. to a meeting of the City Council.
ORAL COMMUNICATIONS

None

OTHER MATTERS

- City Manager John Lollis advised of the upcoming Youth Conference to be held at the Heritage Center.
- Council Member Ward invited everyone to attend the upcoming meeting to address gangs and juvenile delinquency to take place at the Police Department’s Briefing Room on March 16th.
- Council Member Shelton indicated that a constituent notified him that the time of Council Meeting that evening had not been posted on the City’s website.
- Mayor Irish requested that Google maps be utilized in the future if possible.

ADJOURNMENT

The Council adjourned at 7:44 p.m. to the meeting of March 15, 2011 at 5:30 p.m.

Patrice Hildreth, Chief Deputy City Clerk

SEAL

Ronald L. Irish, Mayor
SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – PEARSON DRIVE BUS TURNOUT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Plans and Project Manual have been prepared for the Pearson Drive Bus Turnout. The proposed project will improve transit accessibility along a portion of Route 1. This bus stop is north of Putnam Avenue and the neighboring hospital. The bus turnout project includes removal of existing concrete improvements and installation of new concrete improvements allowing for a bus to completely pull out of the travel way to access the bus stop location. Concrete pads with bus shelters, provided by the City and installed by the contractor, will be adjacent to the back of new sidewalk. All improvements will be constructed within public right of way recently donated by Sierra View District Hospital.

The Plans and Project Manual have been completed and are available in the La Barca Conference Room for Council’s review. The Engineer’s estimate of probable cost for construction is $32,524.00. An additional $4,878.60 is required for construction contingency, staff time, and testing (15%) and construction engineering for a total project cost of $37,402.60. Funding for this project is from FTA Grant and LTF and was approved in the 2010/2011 Annual Budget for bus turnouts.

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: Locator Map
Engineer’s Estimate

P:\pub\work\General\Council\Authorization To Advertise for Bids - Pearson Drive Bus Turnout - 2011-04-05.doc

Dir BSC Appropriated/Funded CM Item No. 2
# Pearson Street Bus Turnout Project, 20-1190-73

**City of Porterville, Engineer's Estimate**

**3/22/11**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>LS</td>
<td>$3,750.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$3,750.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>3</td>
<td>Clearing and Grubbing (including but not limited to concrete, dirt, asphalt, free, landscaping removal and replacement, irrigation line removal and replacement)</td>
<td>1</td>
<td>LS</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Modified Curb and V-Gutter</td>
<td>987</td>
<td>SF</td>
<td>$7.00</td>
<td>$6,900.00</td>
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<tr>
<td>5</td>
<td>Construct Bus Shelter Concrete Pad</td>
<td>90</td>
<td>SF</td>
<td>$7.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>6</td>
<td>Construct Sidewalk</td>
<td>577</td>
<td>SF</td>
<td>$5.00</td>
<td>$2,885.00</td>
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<tr>
<td>7</td>
<td>Install City Provided Bus Shelters</td>
<td>1</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>8</td>
<td>4' Pave-out per City Std. P-4</td>
<td>404</td>
<td>LF</td>
<td>$25.00</td>
<td>$10,100.00</td>
</tr>
</tbody>
</table>

Pearson Street Subtotal: $32,524.00

10% Contingency: $3,252.40

5% Staff and Testing: $1,626.20

**Total**: $37,402.60

---

**Project Manager**: [Signature]  
**Date**: 3/29/2011

**City Engineer**: [Signature]  
**Date**: 3/29/2011

**Public Works Director**: [Signature]  
**Date**: 3/29/2011

**City Manager**: [Signature]  
**Date**: 3/29/2011
SUBJECT: AUTHORIZATION TO AWARD A PROFESSIONAL SERVICE AGREEMENT - QUALITY CONTROL SERVICES FOR JAYE STREET IMPROVEMENTS AND SCRANTON AVENUE & INDIANA STREET RECONSTRUCTION PROJECTS

SOURCE: Public Works Department - Engineering Division

COMMENT: Request for Proposals were issued on February 18, 2011 to a number of area consultants, including all eligible local firms, to provide material testing services for the Jaye Street Improvements Project and the Scranton Avenue & Indiana Street Reconstruction Project.

Due to the complexity of these projects and quantity of work involved, staff felt the need to request the services of a qualified material testing representative and laboratory to assist in verification that appropriate materials are being utilized for the two street capital improvement projects.

On March 17, 2011, staff received proposals from BSK Associates, Krazan, Moore Twining Associates and CTL-See's, Inc. After staff's rating of the four firms, BSK Associates scored highest.

The anticipated fee for requested services was $75,000, and as such, the selection policy directs that City Council must authorize the negotiation and execution of a Professional Services Contract.

Funding is provided from the construction management and quality control amounts approved by Council at the time of authorization to advertise for bids for the two street capital improvement projects.

The proposing firms were evaluated based on the City's Consultant Selection Rating form and their respective rankings are as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Consultant</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BSK Associates (Bakersfield, CA)</td>
<td>61.7</td>
</tr>
<tr>
<td>2</td>
<td>Moore Twining Associates (Fresno, CA)</td>
<td>60.3</td>
</tr>
<tr>
<td>3</td>
<td>Krazan (Clovis, CA)</td>
<td>59.3</td>
</tr>
<tr>
<td>4</td>
<td>CTL – See’s, Inc. (Exeter, CA)</td>
<td>57.3</td>
</tr>
</tbody>
</table>

Dir Appropriated/Funded CM _3_

Item No. 3
Staff is pleased with the consultants’ interest in this project and recommends entering into a service agreement with the top-ranked firm. The request for proposals states the City may open the fee proposal of the top ranked firm. The remaining fee envelopes will be returned unopened.

BSK Associates fee for both street capital improvement projects is $49,584.00 (Jaye Street Project = $22,964 and Indiana Street & Scranton Avenue Project = $26,620) which is less than staff’s anticipated fee of $75,000.00.

QC funding related to the Jaye Street Improvement Project was approved in the 2010/2011 Annual Budget and will be paid with Special Gas Tax, Local Transportation Fees (LTF) and Traffic Impact Fees (TIF). QC funding related to the Indiana Street & Scranton Avenue Project was approved in the 2010/2011 annual budget and will be paid with “Regional” Measure ‘R’ funds.

RECOMMENDATION: That City Council:

1. Authorize staff to execute a Professional Services Agreement with BSK Associates in the amount of $49,584.00 for material testing services for the Jaye Street Improvements and Scranton Avenue & Indiana Street Reconstruction Projects;

2. Authorize the Mayor to sign all contract documents;

3. Authorize quality control progress payments that concur with construction progress; and

4. Authorize a 10% contingency to cover unforeseen additional testing services, such as, but not limited to testing of import materials to resolve discovery of unsuitable geological material, saturated soils, etc., as approved by the City Engineer.

ATTACHMENT: Locator Maps
Reconstruction of Indiana Street and Scranton Avenue
SUBJECT: AWARD OF CONTRACT – JAYE STREET IMPROVEMENTS PROJECT (FROM THE EASTERLY EXTENSION OF BROWN AVENUE TO GIBBONS AVENUE)

SOURCE: Public Works Department - Engineering Division

COMMENT: On March 28, 2011 staff received seven (7) bids for the Jaye Street Improvements Project (from the easterly extension of Brown Avenue to Gibbons Avenue). The project consists of the reconstruction of Jaye Street to collector standards including storm drain pipeline with catch basins, fire hydrant relocation, asphalt paving, curb, gutter, sidewalk in designated areas, drive approaches, median island with landscaping and street lighting.

The Engineer’s Estimate for constructing the project is $1,173,230.00. The low bid for the project is 30% below the Engineer’s estimate. An additional $82,103.77 is required for construction contingency (10%), and $57,472.64 is required for construction management, quality control and inspection (7%). The total estimated cost for the project is $960,614.07. BSK & Associates, if approved by Council, will be the quality control (QC) consultant in charge for a fee of $22,964. The QC amount is 2.5% of the construction cost and well within staff’s estimate.

After evaluating the bids, bidders 4 and 6 provided incomplete and/or erroneous bid information, and these are material defects that cannot be waived. Bidders 3, 5 and 7 had minor bid defects that may be waived, and bidders 1 and 2 provided responsive bids.

Funding for the project was approved in the 2010/2011 Annual Budget and will be paid with Special Gas Tax, Local Transportation Fees (LTF) and Traffic Impact Fees (TIF).

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mitch Brown Construction, Inc.</td>
<td>$821,037.66</td>
</tr>
<tr>
<td>Porterville, CA</td>
<td></td>
</tr>
<tr>
<td>2. Central Valley Asphalt</td>
<td>$855,070.40</td>
</tr>
<tr>
<td>Lindsay, CA</td>
<td></td>
</tr>
<tr>
<td>3. Gil Reeves Company</td>
<td>$882,927.25</td>
</tr>
<tr>
<td>Visalia, CA</td>
<td></td>
</tr>
</tbody>
</table>

Dir Appropriated/Funded MB CM Item No. 4
4. R.J. Berry Jr., Inc.  
   Selma, CA  
   $1,040,173.00 *

5. Dawson Mauldin Construction  
   Huntington Beach, CA  
   $1,058,248.93

   Fresno, CA  
   $1,178,515.62 *

7. Lee's Paving, Inc.  
   Visalia, CA  
   $1,249,721.35

Non-responsive.

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Jaye Street Improvements Project (from the Easterly Extension of Brown Avenue to Gibbons Avenue), to Mitch Brown Construction, Inc. in the amount of $821,037.66;

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

3. Authorize a 10% contingency to cover unforeseen construction costs and 7% for construction management, quality control and inspection.

ATTACHMENT: Locator Map

P:\pubworks\General\Council\Award of Contract - Jaye St Improvements Project - Brown to Gibbons - 2011-04-05.doc
COUNCIL AGENDA: APRIL 5, 2011

SUBJECT: AWARD OF CONTRACT – SCRANTON AVENUE AND INDIANA STREET RECONSTRUCTION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On March 28, 2011 staff received seven (7) bids for the Scranton Avenue & Indiana Street Reconstruction Project. The project consists of the reconstruction of Scranton Avenue and Indiana Street to arterial standards (84' wide right of way). The project encompasses all of Indiana Street from Gibbons Avenue to Scranton Avenue and Scranton Avenue from Indiana Street to a point about 400 feet east of State Route 65. The project consists of storm drain pipeline, fire hydrants, asphalt paving, curb, gutter, and street lighting. The storm drain system includes the installation of 24", 36", and 48" reinforced concrete pipe, which will accommodate any future development within this area. The project also includes one (1) add alternate bid for the reconstruction of the remaining 400 feet on Scranton Avenue to SR 65.

The Engineer’s Estimate for constructing the entire project is $2,887,449.40. The low bid for the project is 40% below the Engineer’s estimate. An additional $173,037.75 is required for construction contingency (10%), and $86,518.87 is required for construction management, quality control and inspection (5%). The total estimated cost for the project is $1,989,934.13. BSK & Associates, if approved by Council, will be the quality control (QC) consultant in charge for a fee of $26,620. The QC amount is 1.4% of the construction cost and well within staff’s estimate.

After evaluating the bids, bidders 3 and 4 provided incomplete and/or erroneous bid information, and these are material defects that cannot be waived. Bidders 4 and 7 had minor bid defects that may be waived, and bidders 1, 2 and 6 provided responsive bids.

Funding for the project was approved in the 2010/2011 annual budget and will be paid with “Regional” Measure ‘R’ funds. Staff asks that Council direct the Public Works Director to transmit a letter to the Tulare County Transportation Authority (TCTA) requesting that the cost savings be moved to the Main Street/SR 190 Interchange Project Study Report (PSR). The Main/SR 190 PSR is scheduled to start this summer.
The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Halopoff &amp; Sons, Inc. Porterville, CA</td>
<td>$1,730,377.51</td>
</tr>
<tr>
<td>2. Central Valley Asphalt Lindsay, CA</td>
<td>$1,866,227.50</td>
</tr>
<tr>
<td>3. RJ Berry, Jr. Inc. Selma, CA</td>
<td>$2,085,186.00 *</td>
</tr>
<tr>
<td>4. Dawson Mauldin Construction Huntington Beach, CA</td>
<td>$2,113,864.00</td>
</tr>
<tr>
<td>5. Emmett Valley Construction, Inc. Fresno, CA</td>
<td>$2,228,798.85 *</td>
</tr>
<tr>
<td>6. HPS Mechanical, Inc. Bakersfield, CA</td>
<td>$2,354,786.00</td>
</tr>
<tr>
<td>7. Lee's Paving, Inc. Visalia, CA</td>
<td>$2,435,921.99</td>
</tr>
</tbody>
</table>

* Non-responsive.

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Scranton Avenue And Indiana Street Reconstruction Project to Halopoff & Sons, Inc. in the amount of $1,730,377.51;

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

3. Authorize a 10% contingency to cover unforeseen construction costs and 5% for construction management, quality control and inspection; and

4. Authorize and direct the Public Works Director to transmit a letter to the TCTA requesting that the project savings be moved to the Main Street/SR 190 Project Study Report project.

ATTACHMENT: Locator Map
COUNCIL AGENDA: APRIL 5, 2011

SUBJECT: AWARD OF CONTRACT – WASTE WATER TREATMENT FACILITY SPRAYED POLYURETHANE ROOFING PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On March 29, 2011 staff received four (4) bids the Waste Water Treatment Facility Sprayed Polyurethane Roofing Project. Regrettably, two of the bids were deemed non-responsive to the City's specifications. The technical specifications specifically required each bidder to submit roof warranty assurances along with a manufacturer's certification stating that the applicator (roofing contractor) is qualified to use and install the manufacturer's product. Failure of bidder to submit the required documentation deems bid non-responsive. These special bidding requirements were discussed in great detail at the pre-bid meeting. All four contractors attended the pre-bid meeting.

The project includes installation of sprayed polyurethane foam roofing system and related appurtenances at five (5) buildings at the City of Porterville Waste Water Treatment Facility (WWTF) located at 1333 W. Grand Avenue.

The engineer's estimate for the project is $77,642.00. The lowest responsive bid for the project is 17% below the Engineer's estimate. An additional $6,451.70 is required for construction contingency (10%), and $3,225.85 is required for construction management, quality control and inspection (5%). The total estimated cost for the project is $74,194.53.

Funding is included in the 2010/2011 Annual Budget under WWTF Impact Fees.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hayesco, Inc. Fresno, CA</td>
<td>$55,925.00*</td>
</tr>
<tr>
<td>2. Cook Coatings, Inc. Menifee, CA</td>
<td>$63,750.00*</td>
</tr>
<tr>
<td>3. Universal Coatings, Inc. Fresno, CA</td>
<td>$64,516.98</td>
</tr>
</tbody>
</table>

Dir Approved/Funded MB CM

Item No. 6
4. Phoenix Coatings, Inc. $68,075.58 Huntington Beach, CA

* Non-responsive.

Staff has found the third lowest bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Waste Water Treatment Facility Sprayed Polyurethane Roofing Project to Universal Coatings, Inc. in the amount of $64,516.98;

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 control and inspection.

ATTACHMENT: Locator Map
Bidder Qualifications
1.04 BIDDER QUALIFICATIONS

Bidders shall be pre-qualified as follows:

A. All bidders shall be contractors who have specifically performed the application of sprayed-in-place polyurethane foam roofing systems. Such bidders shall have performed the installation of these systems for not less than ten years under the same company name and CSLB license number. Each bidder shall have performed at least fifteen applications of similar size and type totaling no less than 250,000 (two hundred-fifty thousand) square feet. Bidders shall submit with the bid a list of projects including date of completion and contact information for verification.

B. The Contractor shall be a current member in good standing with the Spray Polyurethane Foam Alliance and Accreditation Program and shall have successfully completed Accreditation Course 201, Project Management. Completion of Course 101, The Fundamentals of Spray Polyurethane Foam and Coating Systems is the minimum acceptable status in the accreditation program by the supervisor(s) and spray mechanic(s) assigned to the project. A copy of the SPFA membership and the 101 and 201 certifications shall be submitted with the bid.

C. Each bidder shall submit a copy of the proposed ten plus ten year guarantee from the manufacturer along with the bid.

D. The contractor shall carry a minimum of $1,000,000 in general liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid in the form of a sample insurance certificate.

E. The contractor shall submit with the bid a current license status printout from the Contractor’s State License Board at http://www.cslb.ca.gov to demonstrate that the license is in good standing.

F. Certification of the Manufacturer: Submit, on corporate letterhead, a letter from the manufacturer of the foam and from the manufacturer of the coating stating that the applicator of these products is qualified by the manufacturer.

G. The contractor shall cooperate as required in performance of the specified inspecting and testing.

H. If asbestos and lead containing materials are to be disturbed during the project, the bidder shall submit the Asbestos and Lead abatement subcontractor’s CSLB license number and DOSH certification with their bid.

I. Failure of the bidder to submit items A through H in its entirety with the bid will be deemed non-responsive.
1.05 MANUFACTURER QUALIFICATIONS

Manufacturers shall be pre-qualified as follows:

A. The manufacturer of the foam and coating shall have been in business for a minimum of ten years and shall have a minimum of 1,000,000 square feet of roofing system installed. A letter verifying this shall be submitted with the bid and signed by an officer of the manufacturing company.

B. The manufacturer shall maintain a minimum of $1,000,000 of product liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid in the form of a sample insurance certificate.

C. The foam and coating shall be listed as Class A over existing non-combustible roofing systems by Underwriters Laboratories per UL 790 at the thicknesses intended for use. Submit UL listing, confirming the above, with the bid.

D. The foam and coating shall be listed as Class B over existing combustible decks by Underwriters Laboratories per UL 790 at the thicknesses intended for use. Submit UL listing, confirming the above, with the bid.

E. Submit a copy of the California State Fire Marshall Certification.

F. Submit a copy of the Bureau of Home Furnishing and Thermal Insulation License.

G. Submit a copy of the FM wind uplift rating.

H. Failure of the bidder to submit items A through G in their entirety will be deemed non-responsive.

1.06 SUBMITTALS TO BE SUBMITTED AFTER AWARD.

A. Manufacturer’s Literature: Submit four (4) copies of the manufacturer’s material technical bulletins regarding application and safety information and instructions for each product. Submit MSDS to inspector of Record and General Contractor for on-site review.

B. Samples: Submit two (2) samples of the proposed coating system applied on urethane foam. Samples shall be two inches by four inches in size, minimum.
COUNCIL AGENDA: APRIL 5, 2011

SUBJECT: AWARD OF CONTRACT – HERITAGE CENTER TRAILWAY EXTENSION (RAILS TO TRAILS PH II) PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On March 29, 2011 staff received three (3) bids for the Heritage Center Trailway Extension (Rails to Trails Ph. II) Project. However, one (1) of the bids submitted had addition errors and missing bid information and therefore considered non-responsive. Of the remaining two (2) bids, one (1) bid had minor bid defects that may be waived.

The project includes an extension of the existing trail from its current termination point (south of Olive Avenue) south to the Porterville Heritage Center. The current project is a Trailway between West Olive Street and the cul-de-sac at the end of East Walnut Avenue. This phase will consist of approximately 1,000 feet of trail and will connect two existing trail segments.

The Engineer’s estimate of probable cost for the entire project, including the add alternate is $308,518.00. The low bid for the project is 20% below the Engineer’s estimate. An additional $24,628.30 is required for construction contingency (10%), and $22,165.47 is required for construction management, quality control and inspection (9%). The total estimated cost for the project is $293,076.77

Funding sources for the construction portion of the project will be Measure R “Pedestrian/Bike” and ARRA, and is included in the 2010/2011 Annual Budget.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Dawson Mauldin Construction</td>
<td>$246,283.00</td>
</tr>
<tr>
<td>Huntington Beach, CA</td>
<td></td>
</tr>
<tr>
<td>2. Steelex Industrial</td>
<td>$249,852.30 *</td>
</tr>
<tr>
<td>Strathmore, CA</td>
<td></td>
</tr>
<tr>
<td>3. Halopoff &amp; Sons, Inc.</td>
<td>$256,628.49</td>
</tr>
<tr>
<td>Porterville, CA</td>
<td></td>
</tr>
</tbody>
</table>

* Non-responsive.

Dir Appropriated/Funded CM Item No. 7
After evaluating the bids, Bidder 1 had minor bid defects that may be waived. Bidder 2 provided incomplete and erroneous bid information, and these are material defects that cannot be waived. Bidder 3 provided a responsive bid.

Staff has found Bidder 1 acceptable.

RECOMMENDATION: That City Council:

1. Award the Heritage Center Trailway Extension (Rails to Trails Ph. II) Project to Dawson Mauldin Construction, in the amount of $246,283.00;

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

3. Authorize a 10% contingency to cover unforeseen construction costs and 9% for construction management, quality control and inspection.

ATTACHMENT: Locator Map

P:\pub\work\General\Council\Award of Contract - Heritage Center Trailway Extension Project (Rails to Trails Ph II) - 2011-04-05.doc
SUBJECT: AWARD CONTRACT – AUTOMATIC FARE COLLECTION EQUIPMENT

SOURCE: Finance Department – Purchasing Division

COMMENT: Staff solicited proposals to provide and install automatic fare collection equipment in all of the City’s Fixed Route Transit buses. In response to solicitation, two proposals were received; however, one proposal failed to comply with the required Federal certifications, and also failed to supply a price structure. A responsive proposal in the amount of $337,453.72 was received from GFI Genfare of Elk Grove Village, Illinois.

Staff has reviewed the proposal from GFI and finds it meets the City’s technical requirements and is in compliance with the necessary Federal certifications. Additionally, the company recently completed a successful installation of similar equipment for Kings County and the City of Lodi. The equipment will allow the City to become more efficient with fare collection, eliminate fare evasion, improve data collection and reporting, and provide passengers with greater ease of use. The equipment to be purchased will also allow for easy transition to Smart Card technology, when staff feels the time is appropriate. This project is funded by an FTA Section 5307 grant, augmented by FTA Operating Assistance and Local Transportation Funds (LTF).

Having completed the technical evaluation, staff feels that potential savings may be realized by considering an alternate computer hardware system more compatible with an operation the size of Porterville’s, in addition to an audit unit and other related equipment that may be revised. If changes in computer hardware and supporting equipment are deemed appropriate, a formal change order will be initiated to document the savings.

DD [Signature] Appropriated/Funded [Signature] CM [Signature] Item No. 8
RECOMMENDATION: That City Council:

(1) Award the Automatic Fare Collection Project to GFI Genfare of Elk Grove Village, Illinois in the amount of $337,453.72;

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

(3) Authorize the Public Works Director, with assistance from the Transit Manager, to evaluate the technical data on an alternate computer hardware system, audit unit, and other related equipment, and initiate a formal change order to reduce project costs if said alternate computer hardware and supporting equipment satisfy all aspects of the City’s stated requirements.
COUNCIL AGENDA: APRIL 5, 2011

SUBJECT: AWARD CONTRACT – WAUKESHA ENGINE OVERHAUL

SOURCE: Finance Department/Purchasing Division

COMMENT: Staff solicited bids for labor and material to perform the major overhaul of one (1) 220 horsepower Waukesha gas fired internal combustion engine at the Wastewater Treatment Facility. In response to solicitation, three (3) bids were received, all meeting the City’s minimum specifications. They are as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valley Power Systems, Inc.</td>
<td>$51,062.97</td>
</tr>
<tr>
<td>Bakersfield, CA</td>
<td></td>
</tr>
<tr>
<td>Energy Link Industrial Services, Inc.</td>
<td>$58,469.28</td>
</tr>
<tr>
<td>Bakersfield, CA</td>
<td></td>
</tr>
<tr>
<td>Abacus IMT, Inc.</td>
<td>$59,594.77</td>
</tr>
<tr>
<td>Bakersfield, CA</td>
<td></td>
</tr>
</tbody>
</table>

Staff has reviewed the low bid and finds it to be responsive to the specifications. The Waukesha engines run the blowers that apply high volume, low pressure air to supply the aeration basins with air needed for the biological process. Overhauls are recommended every 50,000 hours. The subject engine, #2, is running in excess of 75,000 hours, and is therefore overdue. Funds for these services have been appropriated in the Wastewater Treatment Facility’s (Sewer Department) Operating Budget.

RECOMMENDATION: That Council award the contract for the overhaul of one (1) Waukesha engine at the Wastewater Treatment Facility to Valley Power Systems, Inc., of Bakersfield, CA, in the amount of $51,062.97. Further, that Council authorize payment upon satisfactory completion of the work.

D.D. Appropriated/Funded C.M. Item No. 9
COUNCIL AGENDA: APRIL 5, 2011

SUBJECT:  RECYCLING PROCESSING REQUEST FOR PROPOSAL (RFP)

SOURCE:  PUBLIC WORKS - FIELD SERVICES DIVISION

COMMENT:  In June of 2006 the City began a contract with Sunset Waste Paper for the processing of our Residential Curbside Recycling. The end of the contract is approaching and staff is prepared to begin advertising for a new RFP.

The City's current recycling programs also include a Commercial Recycling Component as well as the Recycle Dropoff Center located at the Corporation Yard. Staff will add these two components to the RFP to establish a comprehensive Recycling Processing RFP.

It is anticipated that advertisement of the RFP will conclude in time to award the recycling processing contract by the second council meeting in May.

RECOMMENDATION:  Informational only.

ATTACHMENT:  Recycling Processing RFP

P:\pub\work\General\Council\Recycling Processing RFP 2011-04-05.doc

Dir  Appropriated/Funded  Mbl  CM   Item No. 10
REQUEST FOR PROPOSAL (RFP)

DATE: 
RFP NUMBER: 

The City of Porterville, through its Purchasing Division, is requesting proposals from contractors interested in providing processing and residual disposal of the City's recyclables. The successful contractor will work with the City to help maximize the recovery rate and marketing revenues from the City's recycling program.

The term of the agreement is five years with an anticipated start date of June 13, 2011. The City will establish a five (5) year contract, with an option to renew on a year-to-year basis, for up to two additional years upon agreement of both parties.

PROJECT TITLE: PROCESSING OF RECYCLABLES AND RESIDUAL DISPOSAL SERVICES

PROJECT DESCRIPTION AND BACKGROUND:

THE CITY:

The City of Porterville has a population of 52,950 with approximately 12,800 single family residential households. It encompasses 14.8 square miles in Tulare County, and is located approximately thirty miles southeast of Visalia, seventy five miles southeast of Fresno, and fifty miles north of Bakersfield, California.

CURRENT SYSTEM:

In 2007, the City of Porterville collected 2,350 tons of residential curbside recyclables, 1,825 tons of commercial recyclables, and 421 tons of mixed recyclables were received at the recycle drop-off center located at the City Corporation Yard. In 2008, we collected 2,389 tons of residential curbside, 1,781 tons of commercial, and 416 tons at the drop-off center. In 2009, we collected 2,283 tons of residential curbside, 1,735 tons of commercial and 317 tons at the drop-off center. In 2010, we collected 2,300 tons of residential curbside, 1,773 tons of commercial and 370 tons at the drop-off center.
Purchasing Agent: Susan Hartman  
(559) 782-7451

PROPOSAL DUE DATE:  

INSERT DATE

PROPOSAL DOCUMENTS ARE AVAILABLE AT:  

Purchasing Division / Finance Department  
291 N. Main Street  
Porterville, CA 93257
CITY OF PORTERVILLE
STATE OF CALIFORNIA

NOTICE INVITING SEALED PROPOSALS
RFP NO. __________

SEALED PROPOSALS will be received by the Purchasing Agent at City Hall, 291 N. Main Street, City of Porterville, California, until 4:00 pm on ______________ for:

PROCESSING OF RECYCLABLES
AND RESIDUAL DISPOSAL SERVICES

Instructions to Proposers and proposal forms may be inspected at City Hall, 291 N. Main Street, Porterville, California. No proposal will be received unless it is made on a proposal form furnished by the City.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status in any consideration leading to the award of contract. Also, affirmative action by the Contractor will be required to ensure against discrimination in employment practices on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status.

The right is reserved by the City of Porterville to reject any or all proposals, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of said City.

Dated at Porterville, California, this _____ day of ____________, 2011.

Susan Hartman, Purchasing Agent

Publication Dates:

First: ______________

Second: ______________
INSTRUCTIONS TO PROPOSERS

RFP NO ________________

All proposals shall be made on the form provided, additional copies of which may be obtained in the office of the City Purchasing Agent of the City of Porterville, State of California, and shall be a sealed proposal, delivered to the Purchasing Agent as required in the “Notice Inviting Sealed Proposals,” on or before 4:00 pm, ________________.

The City Council reserves the right to accept or reject any proposal offered and to accept that proposal which best corresponds in quality, fitness and capacity to the requirement of the City of Porterville.

Submit one (1) unbound original and four (4) copies of proposal documents.

PROPOSAL REQUIREMENTS:

The Proposer shall respond to all requirements in accordance with the terms & conditions, detailed information regarding the scope of work requirements, description and all schedules herein.

The proposers shall submit:

1. One page (maximum) cover letter listing company name, address, phone number, fax number, email address, and contract manager.

2. A list of references with client name, address, contact name, contact title, contact phone number, and annual program tonnage and residual rates.

3. Operation Plan as set forth by the RFP.

4. Cost/Revenue Proposal, submitted on the “Proposal Form” that follows. The Proposal Form must be fully completed for the bid to be accepted.

OTHER REQUIREMENTS:

Proposers responding to this RFP are required to submit with their proposal all of the requirements included in the Scope of Work or Services and fully complete and submit “Proposal” document and attachments. Facsimile (fax) proposals will not be accepted.
The Proposal and any accompanying documents shall be submitted in a sealed envelope marked as follows:

"PROPOSAL

PROJECT TITLE: PROCESSING OF RECYCLABLES AND RESIDUAL DISPOSAL SERVICES, RFP NO. __________

NAME AND ADDRESS OF COMPANY (PROPOSER)"

PROPOSALS SHALL BE DELIVERED TO:

City of Porterville
Purchasing Division
291 N. Main Street
Porterville, CA 93257

INSTRUCTIONS TO PROPOSERS:

Proposal Format: Proposals shall be submitted in accordance with the following Instructions to Proposers and the Scope of Services to receive consideration:

1.0 Proposals shall not contain any modification of the work or services to be done under the scope of the project. Alternative proposals are acceptable when called for. Exceptions to requirements must be clearly identified in writing with full explanations.

1.1 When requested, the Proposer shall furnish a statement of financial responsibility and experience in the Proposal.

1.2 Before submitting a Proposal, the Proposer shall examine and read the enclosed documents, visit the site of the services to be provided, if applicable, and be informed as to all existing conditions and limitations.

2.0 This RFP shall not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal made in response to this RFP, or to procure or contract for services.

Interpretation: If any person contemplating the submittal of a proposal for the project is in doubt as to the proposal procedures, such proposer should contact the City's Purchasing Agent. If he/she is in doubt as to the true meaning of any part of the requirements, work, or other proposed agreement documents, he/she should request that the City's Purchasing Agent provide a written interpretation.
or correction thereof. The proposer submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of this RFP will be made only by addendum sent to those who have received an RFP. The City will not be responsible for any other explanations or interpretations of the RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of the proposals in response to this RFP. No proposer may withdraw a proposal for a period of sixty (60) days after the scheduled closing time.

Addendum: Any addendum issued during this RFP process shall be made a part of the agreement between the City and the selected contractor/consultant.

Proposal List: Unless receipt of this RFP is acknowledged, in the form of a letter or a "no response," the Contractor name may be removed from the applicable mailing list. Mailing lists are maintained solely as an accommodation to proposers. A "No Response" response may be submitted on company letterhead or via FAX. Purchasing Agent’s FAX: (559) 784-4569.

Late Proposals: Late proposals received (after the specified proposal due date) shall be rejected.

Disputes: In case of discrepancy between words and figures when evaluating the proposals, the words shall prevail; provided, however, that the City reserves the right to construe any proposal according to its true intent where it contains an obvious mistake.

Decision to Reject: The City reserves the right to reject all proposals for any reason or for no reason, to re-advertise a proposal. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this Request for Proposal.

Scope of Work or Services: Proposer shall be deemed an independent contractor/consultant and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City’s prior consent. The Services and Work required are included in this RFP and incorporated herein by this reference.

Selection Process:

The City reserves the right to make the selection of a Contractor based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Contractor to perform the services set forth herein. The City of Porterville further reserves the right to reject any or all proposals; to waive any requirements, both the City’s and those proposed by the Contractor; to waive any irregularities or informalities in any proposal or the Request for Proposal process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to
evaluate in its absolute discretion, the proposal of each Contractor so as to select the Contractor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer’s past performance and the City’s assurance that each proposer will provide services as offered, will be taken into consideration when proposals are being evaluated.

As a minimum, the evaluation of the proposals and selection of the Contractor will be based on the following criteria:

- Cost/revenue of services proposed.
- Distance to transfer/processing facility.
- Demonstrated ability to provide services called for under the contract.
- References.
- Evidence the Contractor is an Equal Opportunity employer.

Prior to the award of contract, the City must be assured that the Contractor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials, applicable City/County/State permits and financial resources sufficient to provide services called for under the contract. If, during the evaluation process, the City is unable to assure itself of the Contractor’s ability to perform under the contract, if awarded, the City has the option of requesting from the Contractor, any information that the City deems necessary to determine the Contractor’s capabilities. If such information is required, the Contractor will be notified and will be permitted seven (7) days to submit the requested information.

SPECIAL CONDITIONS

Conflict of Interest: The selected Contractor and any subcontractor may be required to comply with City's conflict of interest code by filing a financial disclosure form entitled "Statement of Economic Interest, Form 700." This will depend on whether the Contractor or subcontractor is a Contractor so defined under the California Political Reform Act and whether the range of duties and the services to be provided under the agreement entails the making or participation in the making of decisions by the Contractor or subcontractor which may foreseeably have a material effect on any financial interest of the Contractor or subcontractor with respect to the agreement and the nature of the services to be rendered will not be limited in scope nor primarily ministerial in nature.

Insurance: The selected Contractor must provide a certificate of insurance in a form acceptable to City's Risk Manager prior to entering into the agreement. The certificate shall evidence the Contractor's insurance coverage in the forms and amounts set forth in Exhibit “A” attached to this RFP. The Contractor shall maintain such insurance as will cover and include the entire obligation assumed in the agreement as well as such insurance as will protect the Contractor from claims and liability under Workers’ Compensation Act, personal liability, property damage, and all other claims for damages, including personal injury, and death, which may arise from operations under the agreement. For additional information contact the Purchasing Agent, (559) 782-7451.
Records and Audits: Contractor shall maintain accurate and complete records specifically relating to the Services provided under the agreement. Contractor shall also keep records and books of account showing all charges, disbursements, or expenses made or incurred by Contractor in the performance of the service herein. Records shall be created which are relevant in determining whether Contractor is complying with its obligations hereunder. City shall have the right to inspect and audit the books, records, and other items relating to this Agreement. Contractor shall provide security and retain such records and items for a period of three years from date of final payment under this agreement.

Security of Data: The Contractor agrees that any data provided by the City shall:

1.0 Be kept in confidence and not disclosed to third parties without the prior written approval of City; and

2.0 Not be used in the production, or design of any article or material, report or press release, without City’s prior written consent.

These obligations shall survive the termination of the agreement. The Contractor shall return and deliver all data to City upon City’s request, and in any event upon the completion or termination of all work hereunder, whichever first occurs, and the Contractor shall be fully responsible for the care and protection of data until such delivery.

Subcontracting: Should any proposer contemplate Subcontracting any part of the work or services under the Scope of Work, it shall submit with its proposal a description of the work or service to be done under such subcontracts together with the name of the proposed subcontractors who shall perform any part of the project.

Taxes: Except where specifically provided, the proposal fee(s) shall include all federal, state, and local sales, use, transportation, privilege, occupational, and other taxes applicable to service, materials or equipment furnished under the agreement or by the Contractor’s payroll. The Contractor agrees to indemnify and save City harmless from and against any liability for any such taxes, or payroll premiums and contributions.

Termination: In the event of a lack of funding, or should contractor fail to perform all work as set forth to the satisfaction of the City Council, the agreement may be terminated by the City in whole or in part, by giving the Contractor not less than sixty (60) days written notice of the termination date. Should the agreement be so terminated, the Contractor shall be paid for all authorized services provided through, and including, the date of termination; however, the Contractor shall not be paid any anticipated profit or fees for services not provided.
Changes: The agreement shall not be assigned or transferred without the written consent of City. No changes or variations of any kind are authorized without a written and signed amendment to the agreement. The proposed work or services shall be diligently prosecuted in accordance with the project schedule negotiated by the Contractor and the City’s Public Works Department.

Standard of Performance:

1.0 The selected Contractor shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. Contractor’s personnel shall also reflect their best professional knowledge, skill and judgment.

2.0 If any failure to meet the foregoing warranty appears during the term of the agreement, the City may terminate the agreement and require reimbursement of all expenses necessary to replace or restore such services.

Indemnity: The selected Contractor hereby agrees to protect, indemnify, defend and hold harmless the City, its officers, agents, and employees from any and all demands, claims or liability of any nature, including wrongful death, caused by or arising out of the Contractor, its officers, agents or employees negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law may impose strict liability on the Contractor in the performance or nonperformance of the agreement.

Interest of Proposer: At all times the Contractor shall be deemed to be an independent Contractor and the proposer shall not be authorized to bind the City to any contract or other obligation. Under the agreement, the Contractor shall certify that no one who has or will have any financial interest under the agreement is an officer or employee of the City.

Entire Agreement: The agreement between City and the selected Contractor will constitute the entire agreement of the parties hereto, and will supersede any previous agreement or understandings. The agreement may not be modified except in writing and executed by both parties.

Governing Law: The laws of the State of California shall govern this RFP process and the agreement. All services provided to City shall comply with all policies, rules, and regulations which may be in effect during the term of the agreement, as well as all federal, California and local statutes, ordinances, and regulations.
SCOPE OF SERVICES
RFP NO. ______________

The successful contractor will work with the City to maximize the level of recovery of recyclables from the City's recycling program; to realize efficiencies in the processing of recyclable materials; and to ensure the cost effective disposal of non-recyclable, residual material. The successful contractor shall prepare and submit an Operation Plan and Cost/Revenue proposal with the following components:

A. Processing of Recyclables

The successful contractor shall propose the means of, and location for, weighing in and receiving of delivered materials, baling, processing and sorting the City's recyclable materials. The successful contractor will provide all necessary buildings, equipment, land, personnel and supplies including, but not limited to, balers, conveyors, loaders, scales, screens, separators and tipping floors, associated with materials recovery operations.

B. Residual Disposal

The successful contractor shall propose the means for disposing of the residual, non-recyclable material resulting from the processing of the City's recyclable material.

C. Report Preparation

The successful contractor will prepare tonnage reports on a monthly basis, detailing the quantity and type of material received, recovered and marketed from the City on a per ton basis. Reports shall indicate specific recovered commodity types and prices on a per ton basis. The successful contractor will prepare financial reports on a monthly basis, detailing the processing and material marketing costs incurred, the residual transportation costs and disposal fees paid, and the revenues received from marketing recyclable materials.

D. Billing Process

The successful contractor shall clearly define their billing process for costs to be reimbursed by the City and payments to be made to the City. Invoices shall show: the quantity of material received, recovered, marketed and disposed; the costs for processing and disposing of the City's recyclable material per ton; the revenues received from the sale of the various commodities, and the amounts to be paid by the City to the contractor and by the contractor to the City. Such invoices shall be submitted to the City on a monthly basis. Payments from the City will be made upon receipt and acceptance of the monthly financial reports. Prior to issuing payment to the City, a monthly transaction report shall be submitted to the City to confirm tonnage received. Payments to the City shall be made in full on a monthly basis.
E. Implementation Schedule

The successful contractor shall provide a detailed schedule for implementing their Operation Plan. The successful contractor shall be able to accommodate the City's processing and residual disposal needs starting on June 13, 2011. The City reserves the right to modify the schedule, with or without explanation.

F. Cost/Revenue Proposal

The successful contractor shall submit a cost/revenue proposal (Proposal Form A) with the City based on 17% contamination level of the processed residential curbside recyclable materials. The 17% contamination level is based on a waste composition study completed in 2006, and is not a guaranteed contamination level. The contamination level of the commercial and recycle drop-off center streams has not been determined.

The successful contractor shall maintain an 80-83% recovery level for all three recycling streams, and if they are unable to do so, the City reserves the right to select an independent consultant to audit and verify the contamination level at the contractor's expense. If it is determined that the recovery level is below 80%, the successful contractor shall work cooperatively with the City to improve processing efficiencies and provide public education recommendations.

The cost/revenue proposal shall clearly identify the cost/revenue per ton of material received, not recovered.

OTHER TERMS AND CONDITIONS

A. Contractor shall provide the City with either a Faithful Performance Bond or an Irrevocable Letter of Credit in the amount of seventy thousand dollars ($70,000). Said surety will remain in force for the term of the Agreement, including any extended term. Surety will be released thirty (30) days after expiration of the Agreement. All alterations, extension of time or other modifications to the Agreement may be made without consent of the surety or sureties. In the event the Contractor should default, the City may solicit and negotiate for a processing operator in the open market and call the Performance Bond/Letter of Credit to collect from the surety any costs incurred by the City in executing a new Processing Agreement, including any cost increases incurred for the remaining term of the original Agreement.

B. Award of Contract - The Contract is anticipated to be awarded by the City Council at its May 17, 2011 meeting, or as soon thereafter as practical. Contractors submitting proposals will be notified of the Selection Committee's recommendation for award by May 10, 2011, and will be notified of the Council's decision on May 18, 2011 or as soon thereafter as it is known. Contractor shall provide City with signed Agreement documents and Performance Bond within fourteen (14) days of formal notice of contract award, and shall be able to provide service effective June 13, 2011 unless another date has been negotiated with the City.
C. **Contract** - The contract shall consist of the Proposal, the RFP and all attachments, and the Agreement, a sample of which is attached as Exhibit “A”.

D. **Municipal Business License** - Before entering into an agreement for the processing of recyclables, the Contractor may be required to obtain a City Business License in accordance with Chapter 15, Licenses, City of Porterville Code, Section 24a(40). Contractors submitting proposals may contact the City’s Business License Division at (559) 782-7457 for more information.
PROPOSAL FORM A

CITY OF PORTERVILLE PROCESSING OF RECYCLING
RESIDENTIAL DISPOSAL

Residential Curbside Processing Proposal

Proposal based on an estimated 2,500 tons per year of mixed residential curbside recyclables derived from the City’s recycling program and delivered to your facility by the City. Revenue/cost to City should be quoted on a per ton basis of the material delivered, and should include materials processing, residual disposal, material marketing, and report preparation/billing services.

Distance from City Corp. Yard (555 N. Prospect St.) to transfer/processing facility: ______ miles

$_______ per ton paid to City OR $_______ per ton cost to City

Commercial Recycling Processing Proposal

Proposal based on an estimated 1780 tons per year of mixed commercial recyclables derived from the City’s recycling program and delivered to your facility by the City. Revenue/cost to City should be quoted on a per ton basis of the material delivered, and should include materials processing, residual disposal, material marketing, and report preparation/billing services.

Distance from City Corp. Yard (555 N. Prospect St.) to transfer/processing facility: ______ miles

$_______ per ton paid to City OR $_______ per ton cost to City

Recycle Drop-off Center Processing Proposal

Proposal based on an estimated 380 tons per year of mixed recyclables derived from the City’s Recycle Drop-off Center and delivered to your facility by the City. Revenue/cost to City should be quoted on a per ton basis of the material delivered, and should include materials processing, residual disposal, material marketing, and report preparation/billing services.

Distance from City Corp. Yard (555 N. Prospect St.) to transfer/processing facility: ______ miles

$_______ per ton paid to City OR $_______ per ton cost to City
OPERATION PLAN

Processing of Recyclables

Residual Disposal

Report Preparation

Billing Process

Implementation Schedule
I_________________________, ______________________ am duly authorized to commit my company
(Print Full Name) (Title)
to sell/perform the products and/or services described herein. I understand by signing this quotation I am not
obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By
signing this document I agree to comply with all specifications described herein, unless specifically noted.

Signature ___________________________ Date ____________________

Company Name ____________________________________________________________

Company Address __________________________________________________________

Company Phone Number __________________________

(PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE)

(1) If Proposer is an individual, enter name here in style used in business; if a joint venture, exact names
of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a
corporation, the exact name of the corporation under which it is incorporated.

(2) If Proposer is other than an individual, identify here its character, i.e., joint venture, partnership,
corporation (including state of incorporation), etc. If bidder is an individual operating under a trade
name, state “an individual, dba (trade name in full).”

(3) State on this line the address to which all communications and notices regarding the proposal, and any
Agreement awarded thereunder, are to be addressed.

(4) If Proposer is a joint venture, signature must be by one of the joint venturers; and if one or both of the
joint venturers is a partnership or a corporation, each participating partnership must sign by a general
partner, and each corporation by an authorized officer or employee; if a partnership, by a general
partner; if a corporation, by an authorized officer or employee. The title of the person signing must
appear after his signature. Where Proposer is a partnership or a corporation, the names of all other
general partners, or the names of the president and secretary of the corporation and their business
addresses, must be shown below:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

NOTE: (a) All signatures must be typewritten under written signature.
(b) All addresses must be complete with street number, city and state.
NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California  )
 ) ss.
County of __________ )

______________________________, being first duly sworn, deposes and says that he or she is the
______________________________ of ______________________ the party making the foregoing
proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the proposal is genuine and not
collusive or fraudulent; that the proposer has not directly or indirectly induced or solicited any other
proposer to put in a false or fraudulent proposal, and has not directly or indirectly colluded,
conspired, connived, or agreed with any proposer or anyone else to put in a fraudulent proposal, or
that anyone shall refrain from proposing; that the proposer has not in any manner, directly or
indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price
of the bidder or any other proposer, or to fix any overhead, profit, or cost element of the proposal
price, or of that of any other proposer, or to secure any advantage against the public body awarding
the contract of anyone interested in the proposed contract; that all statements contained in the
proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her
proposed price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive
or fraudulent proposal.

Subscribed and sworn to (or affirmed) before me on this ______ day of ________________, 2011,
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Signature

(Note: This is a Jurat)  Place Notary Seal Above

EXHIBIT "A"
EXHIBIT "A"

AGREEMENT
BETWEEN
THE CITY OF PORTERVILLE
AND

THIS AGREEMENT is made and entered into this ___ day of _________, 2011, by and between the City of Porterville, hereinafter referred to as "CITY" and ______________________, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, City has determined that it requires processing services for recyclable materials, hereinafter referred to as "processing," and

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

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

1. COMPLETE AGREEMENT

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

2. CITY DESIGNEE

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

Contractors' relationship to City in performance of this Agreement is that of an independent contractor. Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees. The personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of City. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and compensation, workers' compensation insurance, and similar matters.

4. **SCOPE OF WORK/TERMINATION**

Contractor shall, upon receipt of City’s notice to proceed, perform all work necessary to complete in a manner satisfactory to the City, the services set forth in "Scope of Work" RFP No. ______________ attached hereto and by this reference incorporated herein and made a part hereof. Both parties agree that in the event the Contractor fails to perform all work as set forth to the satisfaction of the City Council, the City shall provide Contractor with sixty (60) days written notice of City's intent to terminate this Agreement. Both parties further agree that Contractor may terminate this Agreement by providing City with sixty (60) days written notice, whereupon City will exercise the provisions of Section 14 of this Agreement.

5. **TERM OF AGREEMENT**

This Agreement shall become effective upon execution and shall continue in full force and effect for a period of five (5) years beginning on ______________, and ending on ________________, with an option to renew on a year-to-year basis for up to two years, unless earlier terminated as herein provided or by issuance of a new Agreement.

6. **EXCLUSIVE AGREEMENT**

Contractor shall serve as the exclusive contract agent for the City in the processing of recyclables. During the term of this Agreement, the City shall not enter into an agreement with any other contractor or company of a similar system.
7. **INTERRUPTION OF SERVICE**

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

8. **COMPLIANCE WITH FEDERAL STANDARDS**

Contractor shall comply with all Federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing federal funds.

Contractor shall not discriminate on the basis of religion, creed, political affiliation, race, color, ancestry, national origin, citizenship status, age, sex, sexual orientation, marital status, family status, pregnancy, medical condition, mental or physical handicap or disability, or uniformed service member status in any consideration.

9. **INSURANCE**

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

   (1) **AUTOMOTIVE:**

   (a) LIABILITY INSURANCE - with at least $5,000,000 combined single limit of bodily injury and property damage per occurrence.

   (b) PHYSICAL DAMAGE INSURANCE - comprehensive and collision with a deductible of not more than $1,000.
(2) COMPREHENSIVE GENERAL LIABILITY INSURANCE - including contractual liability, and personal injury liability and property damage with at least five million dollars ($5,000,000) liability limits per occurrence.

(3) WORKER'S COMPENSATION INSURANCE - Contractor shall provide the City with a current certificate of Worker's Compensation Insurance coverage.

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

(1) Signed Endorsements naming the City as additional insured on all insurance except with respect to performance hereunder for Worker's Compensation.

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

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

C. HOLD HARMLESS CLAUSE - Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents, employees, and assigns from any actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Contractor hereunder, whether or not there is passive concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor, or its agents or employees, under worker's compensation acts, disability benefits acts or other employee's benefits acts.
10. **MUNICIPAL BUSINESS LICENSE TAX**

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

11. **ASSIGNMENTS**

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

12. **BINDING**

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

13. **LEGAL FEES**

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

14. **SURETY**

Contractor shall provide the City with either a Faithful Performance Bond or an Irrevocable Letter of Credit in the amount of seventy thousand dollars ($70,000). Said surety will remain in force for the term of the Agreement, including any extending term. Surety will be released thirty (30) days after expiration of the Agreement. All alterations, extension of time or other modifications to the Agreement may be made without consent of the surety or sureties. In the event the Contractor should default, the City may solicit and negotiate for a processing operator in the open market and call the Performance Bond/Letter of Credit to collect from the surety any costs incurred by the City in executing a new Processing Agreement, including any cost increases incurred for the remaining term of the original Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

________________________________________

By: ____________________________________
   Authorized Signature

________________________________________

Type Name

APPROVED AS TO FORM:

________________________________________

Julia Lew, City Attorney

CITY OF PORTERVILLE

By: ____________________________________
   Ronald L. Irish, Mayor

By: ____________________________________
   John Lollis, City Clerk
SUBJECT: CALTAC BOARD EFFECTIVENESS TRAINING

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Library and Literacy Commission at their February 8, 2011 meeting decided to take advantage of the free California Association of Library Trustees and Commissioners (CALTAC) Board Effectiveness Training, which is provided through membership.

The Library and Literacy Commission has selected Saturday, April 23, 2011 from 9am to noon, to hold an Adjourned meeting at the library to conduct this training session. The training will serve the specific needs and issues of the commission. In addition by the end of the session the participants will be able to:

- Articulate the significant role and contributions of volunteer trustees to Library success, including CALTAC's role.
- Understand the various Library Board structures in California, and recognize the type on which they serve.
- Identify legal obligations of library board members, and know steps to take to reduce personal and Board liability.
- List the role and functions of a Library Board, and articulate some success strategies for accomplishing them.
- Develop and/or enhance a productive working relationship with their Library Director.
- Identify next steps for addressing their own current issues in this area.

RECOMMENDATION: That Council accepts this information.
COUNCIL AGENDA: April 5, 2011

SUBJECT: CALTIP BOARD MEMBER RESOLUTION

SOURCE: Administration (Transit)

COMMENTS: On January 20, 2004, the City Council approved staff joining the California Transit Insurance Pool (CALTIP) for Liability Coverage and Vehicle Physical Damage Coverage for the City's transit fleet. By doing so, during the first fiscal year (FY 2004-05) of our membership, the City realized a $30,000 savings in premiums over coverage previously purchased in the open market ($125,000) by Sierra Management. Every year since, the City has realized significant savings, i.e., during FY 10/11, the total premium was approximately $78,000, representing a savings of $47,000 when compared to insurance prices paid in the open market in FY 2003-04. Undoubtedly, the savings are considerably greater if compared to today's open market insurance costs.

Every member of CalTIP is represented on the Board of Directors and plays an active role in the organization. The Board meets twice each year for study sessions to conduct business of the pool, as well as to keep Board Members informed of changes in the market that could impact transit insurance rates. In addition to stabilizing the insurance market by becoming a member of this transit insurance pool, we also receive the added benefits of excellent claims adjustors, an extremely professional management group directing the pool, and numerous training programs, all designed toward improving risk management experience.

Each entity is required to submit a Resolution designating that entity's representative to serve as a Board Member of CalTIP. Currently, the City's Board Member is Linda Clark. However, with her pending retirement, it is necessary to name another individual to carry on the duties of the CalTIP Board Member effective June 1, 2011. The costs incurred by the Board Member attending the CalTIP meetings are reimbursed to the City of Porterville by CalTIP.

All Board Members are staff members of the entities belonging to the pool, with the majority being well versed in transit, finance or risk management. With the transition of the management services to Sierra Management, the contract administration will be under the direct supervision of the Public Works Director, Baldo Rodriguez. Mr. Rodriguez has agreed to assume the duties of the CalTIP Board Member position, which will strengthen the connection between the transit risk management pool and the contracted management services.

DD

Appropriated/Funded

City Manager

Item No. 12
RECOMMENDATION: That the City Council:

1. Approve the attached Resolution designating Baldo Rodriguez as the City’s designee for representation on the CalTIP Board of Directors, effective June 1, 2011; and

2. Authorize the Mayor to execute the Resolution for submission to CalTIP.

ATTACHMENT: 1. Resolution Designating the City’s Representative to CalTIP
RESOLUTION NO. ____-2011

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE DESIGNATING THE
CITY’S REPRESENTATIVE TO THE CALTIP
BOARD OF DIRECTORS

Whereas, the City Council acted on January 20, 2004, approving the City of Porterville’s membership in the California Transit Insurance Pool (CalTIP); and

Whereas, the City of Porterville wishes to designate a representative of the City of Porterville to attend the CalTIP Board of Directors meetings and represent the City in its best interests;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that effective June 1, 2011, Baldo Rodriguez shall be the designated CalTIP representative for the City of Porterville and, as such, is hereby authorized to be the CalTIP Board Member on behalf of the City of Porterville.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute any documents as are necessary to implement the provisions hereof.

___________________________________
Ronald L. Irish, Mayor

Attest:

John Lollis, City Clerk

By

Patrice Hildreth, Chief Deputy City Clerk
COUNCIL AGENDA: April 5, 2011

SUBJECT: AMENDED AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND SIERRA MANAGEMENT FOR THE PROVISION OF TRANSIT SERVICES ADMINISTRATION AND MANAGEMENT

SOURCE: Administration

COMMENT: At its meeting on February 15, 2011, the City Council gave approval to amend its current Agreement with Sierra Management, to include Transit Program administration in addition to existing operation management. With the retirement of the current Transit Manager, Ms. Linda Clark, from admirable City employment service at the end of June 2011, the Council approved amending the contract with Sierra Management for the provision of administration and management services, and specifically the services of Mr. Rich Tree. The City Attorney has prepared the Amended Agreement for the Council’s approval, effective January 1, 2011 through June 30, 2012.

RECOMMENDATION: That the City Council approve the Amended Agreement Between the City of Porterville and Sierra Management.

ATTACHMENT: Second Amended Agreement Between the City of Porterville and Sierra Management
SECOND AMENDED AGREEMENT
BETWEEN
THE CITY OF PORTERVILLE AND
SIERRA MANAGEMENT

THIS AMENDED AGREEMENT is made and entered into this 1st day of January, 2011, by and between the City of Porterville, hereinafter referred to as “CITY” and Sierra Management, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

WHEREAS, City has determined that it requires administrative, management, and operations services for the complete operation and management of City’s Fixed Route and Demand-Response (Dial-A-Ride) public transit services, hereinafter referred to as “TRANSIT SYSTEM;”

WHEREAS, the prior Agreement in effect between the parties, for a more limited scope of services, extended an additional two years pursuant to the terms of the contract on June 30, 2010, is set to expire on June 30, 2012;

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

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

1. COMPLETE AGREEMENT

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

2. CITY DESIGNEE

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

Contractor’s relationship to City in performance of this Agreement is that of an independent contractor. Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees. The personnel performing services under this Agreement shall at all times be under Contractor’s exclusive direction and control and shall be employees of Contractor and not employees of City. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation insurance, and similar matters.

Contractor shall designate and provide the services of a full-time Operations Manager, subject to the approval of City, who shall provide full operations services under the terms of this Agreement and in accordance with the Scope of Services attached hereto and fully incorporated herein as Exhibit “A” – Scope of Work – Operations. The Operations Manager must have a minimum of five years of experience in public transportation operations including at least three years’ supervisory experience. A bachelor’s degree in a related field from a four-year college may substitute for two years of transportation experience and one year of supervisory experience.

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

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

The office of the Operations Manager will be physically located at Contractor’s operations and dispatching center in the City’s Transit Center located at 61 West Oak Avenue, Porterville, California. The Operations Manager will be expected to remain at the facility or otherwise within the Transit System service area as appropriate to the maximum extent possible. At all times, the Operations Manager shall be available either by phone or in person to make decisions regarding day-to-day Transit System operations or provide coordination as necessary, and shall be authorized to act on behalf of Contractor regarding all matters pertaining to this Agreement.
In addition to the Operations Manager, Contractor shall provide a General Manager to oversee the administrative management of the transit system, which services are outlined in detail in Exhibit “A” – Scope of Work – Administration.

Contractor shall assure City that the General Manager designated for this project will not be replaced without the prior written consent of the City. The General Manager shall be completely educated and well-versed in the duties outlined in the Administration Scope of Work and capable to provide all technical requirements related to those specified duties.

The office of the General Manager will be physically located at City Hall, 291 North Main Street, Porterville, California, unless mutually agreed that another location is better suited to meet the City’s needs.

4. **SCOPE OF WORK/TERMINATION**

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

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

5. **TERM OF AGREEMENT**

This Agreement shall become effective upon execution and shall continue in full force and effect until June 30, 2012. The Contractor may, 90 days prior to the expiration date of each year of the agreement (June 30), submit an adjusted hourly revenue rate for the succeeding year. Any adjustment shall be based upon changes in actual costs. The hourly rate shall not increase by more than the percentage change in the San Francisco Consumer Price Index, but not to exceed five percent (5%), unless evidenced that such costs are essential and are not within the control of the Contractor to reconcile, in which case any change in excess of the formula would require Council approval.

6. **CONTRACTOR’S FEES**

Effective July 1, 2011 (Operations):

a. Demand-Response: Contractor’s Fees shall be $15.43 per Vehicle Revenue Hour;

b. Fixed Route: Contractor’s Fees shall be $15.93 per Vehicle Revenue Hour;
c. Fixed Costs: Contractor shall be paid the sum of $43,741.83 per month representing Fixed Costs for both systems, which monthly cost shall be divided one-half to Fixed Route and one-half to Demand-Response.
d. Total contract price for Fiscal Year 2011/12 shall be $978,500.00.

Effective January 1, 2011 through June 30, 2012 (Administration and Management): The sum of $86,476 per year for administrative services – total compensation for 18 months shall be $129,714 (equates to $41.58 per hour).

Travel Expense – Additional to Total Compensation
To be computed based on City per diem rates, actual Hotel charges, Registration Fees, and Applicable IRS Mileage rates – Payable through City Travel Expense Voucher Form

7. **EXCLUSIVE AGREEMENT**

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

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

8. **INTERRUPTION OF SERVICE**

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

9. **COMPLIANCE WITH FEDERAL STANDARDS**

Contractor shall comply with all Federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing Federal funds, and as further set forth below. Additionally, Contractor shall provide City with evidence of compliance with 49 CFR Part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” and 49 CFR Part 40, “Procedures for Transportation Workplace Drug Testing Programs.”

This contract is financed in part with funding received under Section 5307 of the Federal Transit Administration. All services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:
A. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No obligation by the Federal Government.

1. City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from this Agreement.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.


1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and United States Department of Transportation ("U.S. DOT") regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of this AGREEMENT, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this AGREEMENT or the FTA assisted project for which this work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

2. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this AGREEMENT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and
49 U.S.C. §5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

3. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. **PRIVACY ACT (5 U.S.C. §552)**

**Contracts Involving Federal Privacy Act Requirements** – The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.§552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this AGREEMENT.

2. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.


The following requirements apply to this AGREEMENT:

implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to this AGREEMENT:

(a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U. S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amendment Executive Order 11246 relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may alter, affect construction activities undertaken in the performance of this AGREEMENT, CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(b) **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal
Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

E. DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CALIFORNIA DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT (49 CFR § 26.5)

For the City of Porterville, hereinafter referred to as “RECIPIENT.”

1. Definition of Terms -- The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

2. Objective/Policy Statement (§26/1. 26/23)

The RECIPIENT intends to receive Federal financial assistance from the U. S. Department of Transportation (DOT) through the Federal Transit Administration (FTA), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U. S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
• To help remove barriers to the participation of DBEs in DOT-assisted contracts.
• To assist the development of firms that can compete successfully in the market place outside the DBE Program.

3. **Nondiscrimination (§26.7)**

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan, with respect to individuals of a particular race, color, sex, or national origin.

4. **Annual DBE Submittal Form (§26.21)**

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAEC) a completed *Local Agency DBE Annual Submittal Form* (Exhibit 9-B) by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBE Liaison Officer, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

5. **Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)**

RECIPIENT must meet the maximum feasible portion of its AADPL by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

a. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to
subcontract portions of work that they might otherwise perform with their own forces);

b. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

c. Providing technical assistance and other services;

d. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

e. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

f. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

g. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

h. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

i. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

6. Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race-neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian Pacific Americans.
7. **Quotas**

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

8. **DBE Liaison Officer (DBELO) (§26.25)**

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. The DBELO is the Public Works Director and has a Registered Professional Engineer and Construction Manager assigned to the DBE program on a full-time project by project basis, and a secretary who devotes a significant portion of her time to the program. The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO’s position in the organization are found in Attachment 1 to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT’s requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

a. Gathers and reports statistical data and other information as required.

b. Reviews third party contracts and purchase requisitions for compliance with this program.

c. Works with all departments to determine projected Annual Anticipated DBE Participation Level.

d. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.

e. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.

f. Participates in pre-bid meetings.

g. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.

h. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
i. Plans and participates in DBE training seminars.

j. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.


RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The RECIPIENT’s DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note—this language is to be used verbatim, as it is stated in §26.13(a).]

10. **DBE Financial Institutions (§26.27)**

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans’ Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

11. **Directory (§26.31)**

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program’s website at [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract (and as set forth below thereby become part of this Agreement):

a. CONTRACT ASSURANCE

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boiler Plate contract documents on the Internet at www.dot.ca.gov/hq/LocalPrograms under “Publications.”]

b. PROMPT PAYMENT

Prompt Progress Payment to Subcontractors

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days are applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure
prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

(1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

(2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

(3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other
remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

13. **Local Assistance Procedures Manual**

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).


If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49.

15. **Bidders List (§26.11(c))**

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/nonDBE status, age, and annual gross receipts of the firm.

16. **Reporting to the DLAE**

RECIPIENT will promptly submit a copy of the Local Agency Bidder/Proposer-UDBE Commitment (Contractor Contract), (Exhibit 10-O(1) “Local Agency Bidder/proposer-DBE Commitment (Contractor Contract)” or Exhibit 15-G(1) “Local Agency Bidder-UDBE Commitment (Construction Contract) to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G(2) “Local Agency Bidder-DBE (Construction Contracts) – Information” or Exhibit 10-O(2) “Local Agency Proposer/Bidder-DBE (Consultant Contracts)—Information” of the LAPM) to the DLAE at the time of execution of consultant or construction contract.
RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" of the LAPM immediately upon completion of the contract for each consultant or construction contract.

17. Certification (§26.83(a))

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

18. Confidentiality

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

F. ENERGY CONSERVATION REQUIREMENTS
(42 U.S.C. §6321 et seq., 49 CFR Part 18)

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. FEDERAL CHANGES (49 CFR Part 18)

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this AGREEMENT. CONTRACTOR’s failure to so comply shall constitute a material breach of this AGREEMENT.

H. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
(FTA Circular 4220.1D)

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The
CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause CITY to be in violation of the FTA terms and conditions.

10. INSURANCE

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

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

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

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

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

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

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

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

11. MUNICIPAL BUSINESS LICENSE TAX

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

12. CONTRACTOR’S PLACE OF BUSINESS

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

13. ASSIGNMENTS

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

14. BINDING

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

15. LEGAL FEES

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

16. SURETY

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

17. CONFlicts OF INTEREST

Contractor covenants that he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.

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

CONTRACTOR:
Sierra Management

By __________________________
Steven E. Tree, Owner

CITY OF PORTERVILLE:

By __________________________
Mayor

John Lollis, City Clerk

APPROVED AS TO FORM:

By __________________________
Julia M. Lew, City Attorney
SCOPE OF WORK - OPERATIONS

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

SERVICE STANDARDS

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

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

OPERATIONS

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

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

1. Porterville City limits* served by the City of Porterville and designated on "Service Area Boundary Map" as the COLT Service Area (Exhibit A – Attachment 1).

2. Tulare County urban areas* served by the City of Porterville and designated on "Service Area Boundary Map" as the COLT Contract Service Area. (Exhibit A – Attachment 1).

3. Other areas as the City may direct.

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

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

C. **(1) Hours of Operation for Demand-Response** – Service shall be based upon a twelve (12) hour operational day (7:00 a.m. to 7:00 p.m.) Monday through Friday, and upon an eight (8) hour operational day (9:00 a.m. to 5:00 p.m.) on Saturday. Operational hours shall be exclusive of Sundays and specified City holidays. (See Exhibit A, Attachment 2 – City Holidays).

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

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

D. **Vehicles** – The City shall provide transit vehicles necessary to operate the COLT system. These vehicles shall be used only for activities directly related to the operation of the Transit System covered by this Agreement, unless otherwise authorized by the City, in writing. It is also the intent of this provision that the Contractor not put more transit vehicles in service (i.e., in use or on the street), at any one time, than are essential to provide both effective, yet efficient, public transportation services; and, although the entire inventory of active fleet vehicles assigned to Fixed Route Operation, or in the Demand-Response Operation, may, on occasion (i.e., peak demand periods), be in service at the same time, the total number of transit vehicles in regular Demand Response service, under any circumstances not specifically authorized beforehand by the City in writing, shall not exceed three (3). Exhibit B, the Automotive Equipment List for the City of Porterville Public Transit System (a.k.a. Fleet Vehicle Inventory), is amended from time to time to reflect current inventories of fleet vehicles both for Demand-Response and Fixed Route.

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

METHOD OF SERVICE

The Demand-Response service gives priority to Seniors (age 62 and older) and handicapped passengers, and is open to the general public on a limited basis, and shall be handled as follows:

A. Customer shall be picked up as a result of a telephone call for service using a specific telephone number as established in City’s name for customer communications.

B. Contractor shall obtain the following information from customer:
   1. Point of origin
   2. Point of destination
   3. Number of persons in party.

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

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

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

F. Dial-A-COLT drivers will assist in the loading and unloading of elderly and handicapped passengers, parcels and personal effects, within limits. Large, bulky items, such as television sets and 50-pound bags will not be permitted as carry-on parcels. A maximum of two (2) regular grocery bags will be permitted at any one time. The drivers shall not be responsible to lift more than 10 pounds for any one item. Any bags, parcels or personal effects that are permitted to be transported by Dial-A-COLT shall be left at the curb of the destination. Under no circumstances are drivers permitted to enter a residence or business establishment to assist with personal effects of passengers.

Fixed Route service shall be handled as follows:

A total of eight (8) designated routes currently comprise the Fixed Route system.

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

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

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

SCHEDULING

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

RESPONSE TIME

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

FARES

A. Demand-Response: The City will determine and set fares. The current fare is set at $2.00 per ride for Seniors (age 62 years of age and older) and handicapped (ADA-eligible) riders. The current fare for the General Public is $3.00 per ride. One fare entitles the customer to transport from point of origin to destination. Each Dial-A-COLT trip must be supported by the Dial-A-COLT ride tickets, or cash, both of which shall be collected by the driver. Customers must purchase tickets from the City Hall Finance Department. If various points of discharge are desired, or if various points of pick-ups are made, each point of pick-up or discharge will be considered as a separate trip and driver will collect a fare from each passenger.

B. Fixed Route: The current fare for Fixed Route is $1.25 one-way. Fixed Route riders are welcome to transfer between bus routes to continue a trip. Transfers are free, and the schedules are designed to make a transfer easy. If a passenger plans to transfer, he shall ask the driver for a free transfer when paying for his fare upon
boarding the bus. He will then present his transfer when boarding the next bus. Transfers are provided to continue a single trip. They are not good for return trips, stopovers, or transfers to the Tulare County Transit Service, and must be utilized within thirty (30) minutes of receipt.

A monthly pass is also available for the current price of $36, and customers must purchase monthly bus passes from the City Transit Center. Holders of a monthly pass are entitled to unlimited ridership on the Fixed Route system.

Minors six (6) years of age and under are to be accompanied by an adult. A maximum of two (2) minors, four (4) years of age and under, may ride free when accompanied by an adult.

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

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

**UNIFORMS**

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

**SUPPORT ACTIVITIES**

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

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

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

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

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

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

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

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

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

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

F. **Cell Phone/Use of Personal Devices**—Contractor shall furnish the City written information covering the Contractor’s policies regarding the use of cell phones and other personal electronic devices by safety critical personnel.

**DATA COLLECTION/REPORTING**

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

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

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

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

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

**COMMUNICATIONS**

The City shall provide the base station and antenna, radio equipment and two-way radios, and Automatic Vehicle Locator system on the vehicles.
A. **Radio Frequency** – The City furnishes a radio frequency authorized by the F.C.C. for the transit system communications equipment.

**VEHICLE FUEL**

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

**STORAGE OF VEHICLES**

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

**MAINTENANCE**

The Contractor shall be responsible as follows:

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

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

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

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

3. Vehicle exterior shall be washed daily to maintain a clean appearance.

4. Canopy areas of the City Shop facility shall remain free of litter at all times.

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

D. Contractor shall be responsible for trash removal, on a weekly basis, and periodic cleaning of the City bus stop and shelter areas. The City will provide trash cans at designated bus stops to assist with trash control.

E. Contractor shall be responsible for the landscaping, general cleaning, and general maintenance of the City Transit Center located at 61 West Oak Avenue, Porterville, California.
Contractor shall provide the City of Porterville with Transit Administration services. These services will achieve the following:

1. Provide public transportation administration assistance to maintain ongoing support for the City’s general public transit service, to ensure efficient and effective operations for residents of Porterville, and to maximize existing and potential transit funds to the City.

2. Maximize the City’s use of Federal, State, and Local Transportation Funds (LTF). Funding sources include those from the Federal Transit Administration (FTA), California Transportation Development Act (TDA), State Proposition 1B (PTMISEA Funds), Office of Homeland Security, and Measure R.

3. Identify and develop new funding resources for the City’s transportation needs, including public transportation, facilities, transportation and environmental enhancement, capital equipment, and potential transportation air quality/congestion management-related projects.

4. Ensure that the City is represented at key transportation-related meetings, is fully informed of important issues, and actively participates in the transportation planning decision-making processes.

5. Work closely with City, County, and contracted staff to evaluate the City’s transit needs, secure resources, and implement and modify services to meet such needs.

6. Recommend policies and strategies to the City staff to most effectively meet community objectives and to deal with current issues; keep City staff informed of Porterville Transit operations and programs.

Transit administration services will promote maximum coordination of the City of Porterville’s efforts with Federal, State and local transportation planning agencies and will promote fiscal policies and efficient and effective City operations. The tasks below reflect fundamental planning efforts and requirements to ensure dynamic and successful implementation of services within the City of Porterville. They represent activities that directly impact the performance of the City and are designed to result in tangible, ongoing efficiencies.
SPECIFIC WORK TASKS

1. PROVIDE PUBLIC TRANSIT ADMINISTRATION SERVICES

The Porterville City Council is the policy-making body for the City of Porterville. As such, it adopts the Short Range Transit Plan; and through the annual budgetary process, establishes operational and funding levels for the system. The City Council also approves operational policies and parameters for both services.

Through the execution of this Agreement, Contractor shall be responsible for the overall administrative management of the public transportation service reporting to and coordinating with the City’s Public Works Director. Contractor shall also continue to perform the daily operations of both the Porterville Transit and COLT systems.

The County of Tulare contracts with the City of Porterville to provide transit service to unincorporated areas surrounding Porterville. The County reimburses the City for service provided to County residents using Local Transportation Funds. The annual preparation of the cost analysis and proposal for cost reimbursement provided by the City to the County will be timely completed to effect a smooth transition from one fiscal year to the next.

The work effort described below is designed to provide a comprehensive operational framework addressing the multi-faceted requirements of directing a public transit system. The requirements must address, at a minimum, five basic areas including: (A) operations, (B) planning, monitoring, and grants management, (C) maintenance, (D) administration, and (E) marketing and outreach.

A. Operations
The smooth implementation of the daily operation of Porterville Transit is vital to ensure that a high level of service is provided. Service must be responsive, efficient and dispatched effectively to maintain consistency and reliability of the City’s transit system. Improvements to this operation will be implemented periodically to respond to community and system needs.

B. Planning, Monitoring, and Grants Management
Transit planning policies have been established to enable the City of Porterville to monitor its public transit system. These procedures will continue to be refined to provide the City with a means to operate an effective service, establish capital and operating needs, and monitor performance through the development of key transit service indicators to determine system productivity.

Based on the performance indicators, necessary changes will be recommended to improve the performance of Porterville Transit. This may include a reassessment of the fare structure to ensure minimum State farebox recovery requirements are met, adjusting the service area, improving dispatching for improved on-time performance and responsiveness, etc. On-board ridership surveys will be conducted annually in accordance with Federal Transit Administration guidelines.
Appropriate projects will be programmed in the Federal Transportation Improvement Program (FTIP), and the City’s Federal Transit Administration Section 5307 grant applications will be timely prepared and submitted. All transit-related grants will be monitored on a continuous basis, and all reports will be timely filed. The Section 5303 planning funds reimbursement program through the Tulare County Association of Governments (TCAG) will be fully utilized on an annual basis.

All monthly, quarterly and annual reports will be timely prepared and filed, including, but not limited to, such programs as the National Transit Database, California Air Resources Board (CARB), the Federal Transit Administration, the Federal Reporting website, DOT Drug and Alcohol Testing, MIS Reports, and PTMISEA. Additionally, the lead role of responsibility for all City Transit-related audits will be assumed, including the FTA Triennial Review and the Triennial Performance Audits. Emphasis will be placed on staying abreast of all grant requirements and amendments affecting the FTA TEAM program, the ECHO electronic reimbursement program, and the National Transit Database and ARRA reporting sites, as well as new programs implemented in the future.

Key meetings impacting Porterville Transit services will be attended, including the Social Services Transportation Advisory Committee (SSTAC), Tulare County Transit Forum, and City Council meetings, when required.

C. Maintenance
The City’s Public Works Department, through its Field Services Division, is responsible for the maintenance of the transit fleet. Continued cooperation and communication with the Field Services staff will be primary in order to maximize the maintenance and optimum usage of the transit system, facilities and equipment. Stringent maintenance policies are required to ensure maximum public safety and compliance with all mandated Federal and State requirements, including required Maintenance Plans, maintenance logs, daily vehicle inspection protocol, California Highway Patrol inspections and requirements, fueling procedures, etc.

D. Administration
Sound accounting procedures are critical to the ongoing, successful implementation of the City of Porterville’s public transit system. Continued cooperation will be maintained with the City’s Finance Director to ensure that City budgeting and auditing procedures are reviewed for potential improvements to ensure compliance with auditing requirements and regulations associated with the State Transportation Development Act, Measure R, PTMISEA, etc.

Important communication, cooperation and monitoring will continue managing the City’s agreement with its transportation consultant, TPG Consulting, Inc., as well as bus advertisement agreements affecting the City transit buses. Additionally, emphasis will be extended to fostering existing relations with transportation-dependent agencies, such as the Central Valley Regional Center (CVRC).
Operational policies and procedures will be revised, as needed, to ensure that efficient and effective service standards are maintained. Porterville Transit operational policies and procedures, at a minimum, shall address:

- Risk Management
- Service Area
- Days and Hours of Operation
- Fare Structure
- Fare Collection Policies and Procedures
- Dispatch Procedures
- Drivers Training Policies
- Driver Logs
- The City’s Random Drug and Alcohol Program
- System Supervision Requirements
- Complaint Procedures
- Emergency Service Procedures
- Americans with Disabilities Act (ADA) Compliance

Administration of the Porterville Transit ADA Paratransit Eligibility program will be assumed, and the Title VI program will be reviewed and updated, as required.

Transit-related files will continue to be maintained to ensure appropriate reference materials are available and easily accessible, including Federal and State regulations, and information related to local/regional funding opportunities.

E. **Marketing and Outreach**

Emphasis will be placed on the timely marketing of the transit services provided. Major tasks will include updating the system brochure, media advertising, and identification of primary distribution points to maximize ridership potential.

2. **MAXIMIZE THE CITY’S USE OF FEDERAL, STATE, AND LOCAL TRANSPORTATION FUNDS**

The City is eligible to receive a variety of Federal, State, and Local Transportation Funds. The City must maintain a proactive transportation planning process, together with sound procedures to accurately account for and claim these funds.

This task includes the following:

A. Continued programming of primary funding sources such as California Transportation Development Act and Federal Transit Administration Section 5307 funds.

B. Assist the City in programming and seeking all eligible State TDA and Measure R funds by coordinating with City staff, Tulare County Association of Governments staff, financial auditors, and City Council, as needed.
C. Continue to monitor the City's claim process through the Finance Department to collect TDA and Measure R funds to maximize future State transportation dollars. Expedite reimbursements to the City from Section 5307 grant funds, while providing accurate records for annual financial auditing purposes through the ECHO process.

D. Secure maximum PTMISEA funds, and other funds such as Federal stimulus dollars for the City. This effort will entail close monitoring of PTMISEA and stimulus fund requirements and guidelines, identifying eligible projects through close coordination with City staff, preparing and submitting appropriate applications and documentation as needed, and monitoring and follow-up of awarded projects to ensure timely filing of required reports.

3. IDENTIFY AND DEVELOP INCREASED FUNDING RESOURCES

The City is committed to seeking new potential sources of transportation revenue to enhance its organization. This task will focus on identifying and developing increased and new transportation funding for the City, and to leverage the use of available funds by allocating/budgeting for appropriate activities to maximize their effectiveness to the City.

4. REPRESENT THE CITY AND PARTICIPATE IN KEY TRANSPORTATION MEETINGS

Key transportation-related meetings are held throughout the year that may impact the City of Porterville. These meetings will be attended on behalf of the City to ensure that the City is aware of transportation issues and opportunities in Tulare County and throughout the region and actively participates in transportation planning decisions. These transportation meetings include:

- Porterville City Council meetings, as required
- City of Porterville budget meetings
- Technical Advisory Committee (TAC) meetings, as required for transit-related issues
- Bi-monthly Tulare County Transit Forum meetings
- Tulare County Unmet Transit Needs workshops and hearings
- Meetings relating to Federal/State transit funding
- Specialized transportation planning meetings, if applicable.
Disadvantaged Business Enterprise (DBE) Program
Reporting Structure/Support Staff

CITY MANAGER

PUBLIC WORKS DIRECTOR

PUBLIC WORKS INSPECTOR

CONSTRUCTION MANAGER

CONSTRUCTION INSPECTOR

Duties of:

Public Works Director: DBE Liaison Officer and General Administrator of the DBE Program. DBE Program(s) Compliance Officer. Compliance Officer reviews all matters related to contractor's adherence to the City's DBE Program. The contact information for the Public Works Director is listed below:

Name: Baldomero S. Rodriguez, P.E.
Address: 291 N. Main Street
          Porterville, CA 93257
Phone: 559-782-7462
E-Mail: brodriguez@ci.porterville.ca.us

Construction Manager and Public Works Inspector: Verifies and documents field conditions related to contractor's adherence to minority hiring policies.

Construction Inspector: Assists the Construction Manager.
CITY OF PORTERVILLE

SPECIFIED HOLIDAYS

New Year’s Day
Independence Day, July 4th
Thanksgiving Day
Christmas Day

NOTE:

Holidays must be taken on the day of a holiday. Should a holiday fall on a Sunday, no allowance shall be made for an additional “day off.”

All holidays on which the COLT System operates, shall be operated on a “Saturday” schedule.

Exhibit A
Attachment 2
CITY OF PORTERVILLE  
C.O.L.T. SYSTEM  
AUTOMOTIVE EQUIPMENT LIST  
(Fleet Vehicle Inventory)  
September, 2010

DEMAND-RESPONSE OPERATION

"Primary Vehicles"

<table>
<thead>
<tr>
<th>Vehicle No., Year, Make &amp; Model</th>
<th>Capacity</th>
<th>License No.</th>
<th>Fuel Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. D8167 – 2006 Chev. Uplander Amerivan*</td>
<td>6</td>
<td>1231269</td>
<td>Unleaded</td>
</tr>
</tbody>
</table>

"Back-Up Vehicles"

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<tr>
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<th>Capacity</th>
<th>License No.</th>
<th>Fuel Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. D8164 - 2003, Activan *</td>
<td>6</td>
<td>1174449</td>
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</tr>
<tr>
<td>7. D8165 - 2003, Activan *</td>
<td>6</td>
<td>1174450</td>
<td>Unleaded</td>
</tr>
<tr>
<td>8. D8166 - 2006 Amerivan*</td>
<td>6</td>
<td>1231268</td>
<td>Unleaded</td>
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</table>

FIXED ROUTE OPERATION

"Primary Vehicles"

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<th>Fuel Type</th>
</tr>
</thead>
<tbody>
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<td>1. 8168 - 2007 CNG E-Z Rider II Max*</td>
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<td>1257915</td>
<td>CNG</td>
</tr>
<tr>
<td>2. 8169 - 2007 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1258210</td>
<td>CNG</td>
</tr>
<tr>
<td>3. 8170 - 2007 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1258211</td>
<td>CNG</td>
</tr>
<tr>
<td>4. 8171 - 2007 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1258212</td>
<td>CNG</td>
</tr>
<tr>
<td>5. 8175 - 2010 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1338034</td>
<td>CNG</td>
</tr>
<tr>
<td>6. 8176 - 2010 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1258210</td>
<td>CNG</td>
</tr>
<tr>
<td>7. 8177 - 2010 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1258211</td>
<td>CNG</td>
</tr>
<tr>
<td>8. 8178 - 2010 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1258212</td>
<td>CNG</td>
</tr>
<tr>
<td>9. 8179 - 2010 CNG E-Z Rider II Max*</td>
<td>28</td>
<td>1258212</td>
<td>CNG</td>
</tr>
</tbody>
</table>

"Back-Up Vehicles"

<table>
<thead>
<tr>
<th>Vehicle No., Year, Make &amp; Model</th>
<th>Capacity</th>
<th>License No.</th>
<th>Fuel Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. 8159 - 2003 MST Freightliner*</td>
<td>28</td>
<td>1174389</td>
<td>Diesel</td>
</tr>
<tr>
<td>11. 8160 – 2003 MST Freightliner*</td>
<td>28</td>
<td>1174388</td>
<td>Diesel</td>
</tr>
<tr>
<td>12. 8161 – 2003 MST Freightliner*</td>
<td>28</td>
<td>1174447</td>
<td>Diesel</td>
</tr>
<tr>
<td>13. 8162 – 2003 MST Freightliner*</td>
<td>28</td>
<td>1174522</td>
<td>Diesel</td>
</tr>
<tr>
<td>13. 8100 - 2006 Classic American Trolley*</td>
<td>20**</td>
<td>1157694</td>
<td>Unleaded</td>
</tr>
</tbody>
</table>

*Lift Equipped

Exhibit B
SUBJECT: PORTERVILLE FAIR BOARD REQUEST FOR MUNICIPAL BALLFIELD LIGHTS

SOURCE: Parks and Leisure Services

COMMENT: The Porterville Fair Board has submitted a request for permission to have access to the light fixtures from the Municipal Ball Park, prior to the demolition of the facility by the State of California for the construction of a County Courthouse.

There's a need for lights at the new fairgrounds to support future activities. Removal of the lights would be at the expense of the Fair Board.

The fixtures are approximately sixteen (16) years old, and the Parks and Leisure Services currently has no need of the fixtures.

RECOMMENDATION: That the City Council approve of the transfer of ownership of the light fixtures to the Fair Board

ATTACHMENTS: Letter of Request from the Fair Board
March 22, 2011

Milt Stowe
City of Porterville
291 N. Main St.
Porterville, CA 93257

Subject: Proposed Use of Ballpark Lights:

Dear Milt:

The Porterville Fair would like permission to acquire the old ballpark lights prior to the State of California demolition of the old ballpark for the construction of the new South County Courthouse.

As you are aware the fair is a 501C3 nonprofit organization that could use the lights to support future youth activities at the new fairgrounds. We would remove the lights at our expense and in accordance with the requirements put forth by the State of California.

Please let me know if this is acceptable and we will proceed. If you have any questions please do not hesitate to contact me at 559-784-5787.

Sincerely,

John S. Corkins
President
Porterville Fair

cc: Board of Directors
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
ROLLIN' RELICS CAR CLUB
ROLLIN' RELICS CAR SHOW – MAY 7, 2011

SOURCE: Finance Department

COMMENT: Rollin’ Relics Car Club is requesting approval to hold a car show on Saturday, May 7, 2011, from 9:00 a.m. to 3:00 p.m., in the northern section of Veterans Park. The Club is asking for the ability to park cars on the grassy area between the playground at Newcomb Street and Henderson Avenue.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Rollin’ Relics Car Club, subject to the stated requirements contained in the Application, Agreement and Exhibit ‘A.’

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? Yes E-mail address? Yes Website?
Application date: 2-22-11 Event date: May 7, 2011
Event time: 9am - 3pm

Name of Event: CAR SHOW

Sponsoring organization: Rollin Relics Phone # 781-2612
Address: 555 Brandy Way, Porterville
Authorized representative: Don Bader Phone # 781-2612
Address: Same as above
Event chairperson: Don Bader Phone # 781-2612

Location of event (location map must be attached): Veteran's Park

Type of event: Annual Car Show

Non-profit status determination: Yes

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): We need Tape 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.  

1 of 4
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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

Authorization: This permit must be submitted NO LESS THAN 30 days PRIOR to the date of the event in order to obtain City Council approval.

City Code requirements:
- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

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

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

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6932; 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.

<table>
<thead>
<tr>
<th>Ratna Perlis Car Club</th>
<th>[Signature]</th>
<th>2-22-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name of Organization)</td>
<td>(Signature)</td>
<td>(Date)</td>
</tr>
</tbody>
</table>
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: Rollin Relics Car Show

Sponsoring organization: Rollin Relics Car Club

Location: Veterans Park  Event date: May 7, 11  Event time: 9-3pm

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don't Know</td>
<td>This Time - will turn list in ASAP</td>
<td></td>
<td></td>
</tr>
</tbody>
</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: **Rollin Relics Car Show**

Sponsoring organization: **Rollin Relics Car Club**

Event date: **May 7, 2011** Hours: **9 - 3pm**

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

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

<table>
<thead>
<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
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</table>

<table>
<thead>
<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
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</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

ROLLIN' RELICS CAR CLUB

ROLLIN' RELICS CAR SHOW

MAY 7, 2011

Business License Supervisor:  
  S. Hartman  

Business License will require vendor list, prior to event.

Public Works Director:  
  B. Rodriguez

No comment.

Community Development Director:  
  B. Dunlap

No comments.

Field Services Manager:  
  B. Styles

No comments.

Fire Chief:  
  Mario G. Garcia

No comment.

Parks and Leisure Services Director:  
  M. Stowe

No driving on lawn, use the pathway to make your way out to the designated area and park 90 degrees off of path, just enough for clearance for other vehicles to pass. Beware of sprinkler heads. Clean up following the event. Provide Port-a-Potty.

Police Captain:  
  S. Rodriguez

The Police Department has no conditions/requirements for this event.

Administrative Services Manager:  
  P. Hildreth

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

Sponsor: Rollin' Relics Car Club
Event: Rollin' Relics Car Show
Event Chairman: Don Bader
Location: Veterans' Park
Date of Event: May 7, 2011

RISK MANAGEMENT: Conditions of Approval

That the Rollin' Relics Car Club provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as “Additional Insured” against all claims arising from, or in connection with, the Permittee’s operation and sponsorship of the aforementioned Community Civic Event

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

A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A:VII, and the insurance company must be an "admitted" insurer in the State of California.
CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 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:  
Don Bader
555 Brandy Way, Porterville

2 Address where amplification equipment is to be used:  
Veteran's Park

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

4 Type of event for which amplification equipment will be used:  
Sound System Like Last Year

5 Dates and hours of operation of amplification equipment:  
May 7, 2011 9-3pm

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

Section 18-9  It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or 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. Cod. § 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 convenience of 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 so used by the council may 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. Cod. § 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.

Silver Rodriguez / CAPTAIN
City of Porterville, Chief of Police Designee

Date: March 15, 2011
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER: Hagerty Insurance Agency, Inc.
141 Rivers Edge Dr
Traverse City, MI 49684

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Insurer B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers Fire Insurance Company</td>
<td></td>
</tr>
</tbody>
</table>

INSURED

| Rollin' Relics |
| C/O Don Bader |
| 555 Brandy Way |
| Porterville, CA 93257 |

INSURER C: |
INSURER D: |
INSURER E: |

COVERAGES

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

<table>
<thead>
<tr>
<th>INSL</th>
<th>ADDR</th>
<th>INSURANCE D</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
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<tbody>
<tr>
<td>A</td>
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<td></td>
<td>GENERAL LIABILITY</td>
<td>GL01622</td>
<td>3/13/2011</td>
<td>3/13/2012</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
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<tr>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPROP AGG</td>
</tr>
</tbody>
</table>

|      |      |             | AUTOMOBILE LIABILITY |                   |                       |                        | COMBINED SINGLE LIMIT (EA accident) | $ |
|      |      |             |                   |                   |                       |                        | BODILY INJURY (Per person) | $ |
|      |      |             |                   |                   |                       |                        | BODILY INJURY (Per accident) | $ |
|      |      |             |                   |                   |                       |                        | PROPERTY DAMAGE (Per accident) | $ |
|      |      |             |                   |                   |                       |                        | AUTO ONLY - EA ACCIDENT | $ |
|      |      |             |                   |                   |                       |                        | OTHER THAN | $ |
|      |      |             |                   |                   |                       |                        | AUTO ONLY: | $ |

|      |      |             | EXCESS/UMBRELLA LIABILITY |                   |                       |                        | EACH OCCURRENCE | $ |
|      |      |             |                   |                   |                       |                        | AGGREGATE | $ |
|      |      |             |                   |                   |                       |                        | \[Special Provisions below\] | $ |

|      |      |             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY |                   |                       |                        | WC STATUTORY LIMITS | $ |
|      |      |             | ANY PROPrietOR/Partner/Executive Officer/Member Excluded (Mandatory in NH) |                   |                       |                        | E.L. EACH ACCIDENT | $ |
|      |      |             | |                   |                       |                        | E.L. DISEASE - EA EMPLOYEE | $ |
|      |      |             | |                   |                       |                        | E.L. DISEASE - POLICY LIMIT | $ |

|      |      |             | OTHER A |                   |                       |                        | ADDITIONAL INSURED-STATE OR POLITICAL SUBDIVISIONS- PERMITS | GL01622 | 3/13/2011 | 3/13/2012 | FORM CG20120798 |

DESCRIPTION OF OPERATIONS/LOCATIONS/Vehicles/Exclusions added by endorsement/special provisions.

Effective 03/14/2011 Include as additional insured: Certificate Holder (CG2012) but only with respects to the named insured's actions and / or negligence with regards to the Rollin' Relics Car Show to be held at Veteran's Park on 05/07/2011.

CERTIFICATE HOLDER

City of Porterville
291 North Main Street
Porterville, CA 93257

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

Authorized Representative: [Signature]

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IMPORTANT

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

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

DISCLAIMER

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 -
STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| State Or Political Subdivision: |
| City of Porterville |
| 291 North Main Street |
| Porterville, CA 93257 |

Is named additional insured in regards to the Rollin' Relics Car Show to be held at Veteran’s Park on 05/07/2011.

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

Section II - Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, Subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivisions has issued a permit.

2. This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
City of Porterville, 291 N. Main St., hereby grants Rollin Relics Car Club (hereinafter called the "Licensee") represented by Don Bader, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

I: Purpose of Use
   General
   Annual Car Show

II: Conditions of Use

III: Date and Times of Use
   Booking: 2
   Date
   Start Time
   End Time
   Fee
   $33.00
   $0.00
   $0.00
   $33.00
   Expected: 800

   Facility/Equipment
   Veteran's Park - Pavilion
   Bay
   Sat
   07-May-11
   08:00 AM
   07-May-11
   03:30 PM
   08:00 AM
   07-May-11

IV: Additional Fees
   Extra Fee - Rental
   Administrative Fee
   Quantity
   1
   Charge
   $0.00
   $0.00
   $0.00
   Total
   $0.00
   $0.00
   $0.00

V: Payment Method
   Rental Fees
   $66.00
   Extra Fee
   $0.00
   Tax
   $0.00
   Rental Total
   $66.00
   Damage Deposit
   $0.00
   Total Applied
   $66.00
   Balance
   $0.00
   Current
   $0.00

   Payment Type
   Check
   Reference
   Rental
   Amount
   $66.00
   Date
   15-Oct-10
   Receipt Number
   28186

   Balance of rental due and payable immediately

VI: Other Information
   I, the undersigned, hereby agree to defend, and hold harmless the City of Porterville and its officers, employees and agents from and against any and all loss, liability, charges and expenses including attorney's fees and cause of action of whatsoever character which may arise from reason of participation in the above program/service or be in any way connected herein. The City of Porterville does not provide medical, liability or any other insurance for the program participants. Refunds will be granted as follows, No Show, No Refund. More than (2) business days cancellation notice - 100% of fee refunded. Less than (2) business days cancellation notice - 90% of fee refunded with a 10% penalty. Please be advised that participants in Parks & Leisure Services activities are subject to being photographed, and such photographs may be used to promote city programs.

X: _____________________________

Don Bader
Rollin Relics Car Club
555 Brandy Way
Porterville CA 93257
Home: ()
Fax: ()
Date: _____________________________

XX:

Name: Milt Stowe
Title: Parks & Leisure Services Director

Date: _____________________________
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>$66.00</td>
</tr>
<tr>
<td>Applied To: 3306 - Annual Car Show</td>
<td>$66.00</td>
</tr>
</tbody>
</table>

Payment: Check

Balance $0.00

I, the undersigned, hereby agree to defend, and hold harmless the City of Porterville and its officers, employees and agents from and against any and all loss, liability, charges and expenses including attorney's fees and causes of action of whatsoever character which may arise from reason of participation in the above Program/Service or be in any way connected herein. The City of Porterville does not provide accident, medical, liability or any other insurance for the program participants. Refunds will be granted as follows No Show - No Refund. More than (2) business days cancellation notice - 100% of fee returned. Less than (2) business days cancellation notice - 90% of fee returned with a 10% penalty. Please be advised that participants in Parks & Leisure Services activities are subject to being photographed, and such photographs may be used to promote city programs.
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE BREAKFAST ROTARY CANCER RUN, MAY 7, 2011.

SOURCE: Finance Department

COMMENT: Porterville Breakfast Rotary is requesting approval to hold a 5K Cancer Run on Saturday, May 7, 2011, from 5:00 a.m. to 11 a.m. The 5K run will start at Tulsa Street and Putnam Avenue, head south to Olive Avenue, turn west on Olive Avenue, turn north on Crestview Street, then east on Morton Avenue, turn south on Conner Street, and turn east on Putnam to finish at Tulsa Street. No street closures are requested. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

The application has been routed according to the ordinance regulations and reviewed by all of the departments involved. All requirements are listed on the attached Exhibit ‘A.’ The application; Exhibit ‘A;’ the agreement; request for street usage; and a map showing the streets to be used are attached.

RECOMMENDATION: That Council approve the Community Civic Event Application and Agreement from Porterville Breakfast Rotary, subject to the Restrictions and Requirements contained in application, agreement, Exhibit ‘A’ and Exhibit ‘B.’

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: 12/20/2010  Event date: 05/07/2011
Event time: 5 a.m. - 11 a.m.

Name of Event: Porterville Breakfast Rotary Cancer Run

Sponsoring organization: Porterville Breakfast Rotary  Phone # 781-6617
Address: 122 E. Morton, Porterville, CA 93257
Authorized representative: Jackie Witzel  Phone # 781-4050
Address: 934 W. Scranton, Porterville, CA 93257
Event chairperson: Marty Lallane  Phone # 781-6617

Location of event (location map must be attached): Granite Hills High School
1701 E. Putnam, Porterville CA

Type of event: 5K Run/Walk


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

Street sweeping  Yes  No  X  
Refuse pickup  Yes  No  X

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

1 of 4
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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

Authorization: This permit must be submitted NO LESS THAN 30 days PRIOR to the date of the event in order to obtain City Council approval.

City Code requirements:
- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

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

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

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a ‘Temporary Food Facilities’ permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

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

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Porterville Breakfast Rotary

(Name of Organization)

(Signature)

3-18-2011

(Date)
CITY OF PORTERVILLE

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

Name of event: Porterville Breakfast Rotary Cancer Run

Sponsoring organization: Porterville Breakfast Rotary

Location: Granite Hills High School Event date: 05/07/2011 Event time: 5a.m.-11a.m.

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porterville</td>
<td>122 E. Morton, Porterville</td>
<td></td>
<td>Running Event</td>
</tr>
<tr>
<td>Breakfast Rotary</td>
<td>781-6617</td>
<td></td>
<td></td>
</tr>
</tbody>
</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: Porterville Breakfast Rotary Cancer Run

Sponsoring organization: Porterville Breakfast Rotary

Event date: 05/07/2011

Hours: 5a.m. - 11a.m.

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Putnam Ave.</td>
<td></td>
<td></td>
<td>5K Run</td>
</tr>
<tr>
<td>Olive Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crestview Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morton Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conner St.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Putnam Ave.</td>
<td></td>
<td></td>
<td>5K Run</td>
</tr>
<tr>
<td>Olive Ave.</td>
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</tr>
<tr>
<td>Crestview Ave.</td>
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</tr>
<tr>
<td>Morton Ave.</td>
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</tr>
<tr>
<td>Conner St.</td>
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</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Activity</th>
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</thead>
<tbody>
<tr>
<td>Granite Hills</td>
<td>Participant Parking</td>
</tr>
<tr>
<td>High School</td>
<td>Parking</td>
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</tbody>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
PORTERVILLE BREAKFAST ROTARY
CANCER RUN
MAY 7, 2011

Business License Supervisor:
  S. Perkins

No requirements.

Public Works Director:
  B. Rodriguez

No comment.

Community Development Director:
  B. Dunlap

No comments.

Field Services Manager:
  B. Styles

No comments.

Fire Chief:
  M. G. Garcia

No comment.

Parks and Leisure Services Director:
  M. Stowe

No comment

Police Captain:
  S. Rodriguez

See Conditions/Requirements for Event, 'Exhibit B.'

Administrative Services Manager:
  P. Hildreth

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

Sponsor: Porterville Breakfast Rotary
Event: 5 K Cancer Run
Event Chairman: Marty Lalanne
Location: Granite Hills High School
Date of Event: May 7, 2011
Time of Event: 5:00 a.m. to 11:00 a.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Breakfast Rotary provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as ‘Additional Insured’ against all claims arising from, or in connection with, the Permittee’s operation and sponsorship of the aforementioned Community Civic Event.

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

b. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A: VII, and the insurance company must be an ‘admitted’ insurer in the State of California.

Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.
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: Marty Llanane
1345 N. Lotas Way, Porterville, CA 93257

2 Address where amplification equipment is to be used: Granite Hills High School

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

4 Type of event for which amplification equipment will be used: 5K Run/Walk

5 Dates and hours of operation of amplification equipment: 05/07/2011 6a.m. – 11a.m.

6 A general description of the sound amplifying equipment to be used: Announcement of run – 8a.m. – 11a.m.

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 auditable 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 § 6212)

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.

Silver Rodriguez /Captain
City of Porterville, Chief of Police Designee

Date
Porterville Breakfast Rotary 5K Cancer Run 2011

May 7, 2011

Conditions/Requirements for Event

Aid stations/check points must be out of the roadway and not in a position to interfere with traffic.

Staff at aid stations/check points should have a means of communication by which they may summon assistance in the event of an emergency.

Event staff on race route should wear highly visible attire.

Participants should be directed to stay to the side of the roadway and out of traffic as much as possible.

Event organizers should contact the Police Dept. (Special Events Coordinator) to obtain police support and assistance, with the goal of ensuring a safe event. Please contact Lieutenant Dan Haynes at 782-7410 to assist in the coordination of this event.

Silver Rodriguez, Captain
Porterville Police Department
March 15, 2011

SR:
**ACORD Certificate of Liability Insurance**

**Producer:**
LOCKTON COMPANIES, LLC-K CHICAGO
525 W. Monroe, Suite 600
CHICAGO IL 60661
(312) 669-6900

**Insured:**
All Active US Rotary Clubs & Districts
Attn: Risk Management Department
1560 Sherman Ave.
Evanston IL 60201-3698

**Insurers Affording Coverage:**

<table>
<thead>
<tr>
<th>Insurer 1</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACE American Insurance Company</td>
<td>22567</td>
</tr>
<tr>
<td>ACE Property &amp; Casualty Insurance Co</td>
<td>20699</td>
</tr>
</tbody>
</table>

**Coverages:**

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

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
<th>Limits</th>
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<tbody>
<tr>
<td>A General Liability</td>
<td>PMIG23861355</td>
<td>7/1/2010</td>
<td>7/1/2011</td>
<td>EACH OCCURRENCE: $2,000,000</td>
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<tr>
<td>x Commercial General Liability</td>
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<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ex occurrence): $500,000</td>
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<tr>
<td>x Liquor Liability</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person): XXXXXXXX</td>
</tr>
<tr>
<td>General Aggregate Limit Applies Per Occurrence:</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJ INJURY: $2,000,000</td>
</tr>
<tr>
<td>Products - Commodity:</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $10,000,000</td>
</tr>
<tr>
<td>Other Than Auto:</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPO scrub: $4,000,000</td>
</tr>
<tr>
<td>B Automobile Liability</td>
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<td>7/1/2010</td>
<td>7/1/2011</td>
<td>Combined Single Limit (Ex accident): $1,000,000</td>
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<tr>
<td>x Any Auto</td>
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<td></td>
<td></td>
<td>Bodily Injury (Per person): XXXXXXXX</td>
</tr>
<tr>
<td>x All Owned Autos</td>
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<td></td>
<td></td>
<td>Bodily Injury (Per accident): XXXXXXXX</td>
</tr>
<tr>
<td>x SCHEDULED Autos</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage (Per accident): XXXXXXXX</td>
</tr>
<tr>
<td>x HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage (Per accident): XXXXXXXX</td>
</tr>
<tr>
<td>x NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage (Per accident): XXXXXXXX</td>
</tr>
<tr>
<td>Garage Liability</td>
<td>NOT APPLICABLE</td>
<td></td>
<td></td>
<td>Auto Only - EA Accident: XXXXXXXX</td>
</tr>
<tr>
<td>x Any Auto</td>
<td></td>
<td></td>
<td></td>
<td>Other Than Auto: XXXXXXXX</td>
</tr>
<tr>
<td>x OCCUR. CLAIMS MADE</td>
<td></td>
<td></td>
<td></td>
<td>EA ACC: XXXXXXXX</td>
</tr>
<tr>
<td>Deductible</td>
<td>$100,000</td>
<td></td>
<td></td>
<td>AGG: XXXXXXXX</td>
</tr>
<tr>
<td>Umbrella Form</td>
<td></td>
<td></td>
<td></td>
<td>AGG: XXXXXXXX</td>
</tr>
</tbody>
</table>

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

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

**Certificate Holder:**
City of Porterville
Attn: Anita Gustison
P.O. Box 432
Porterville, CA 93258
RE: Event on 5/7/2011

**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: |

© ACORD CORPORATION 1988
SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
COMISION HONORIFICA MEXICANA-AMERICANA, INC.
CINCO DE MAYO PARADE AND FIESTA
April 30, 2011

SOURCE: Finance Department

COMMENT: The Comision Honorifica Mexicana-Americana, Inc. is requesting approval to hold its annual Cinco de Mayo parade followed by a Street Fiesta with live concert, bounce houses, food and information booths on Saturday, April 30, 2011. The following street and sidewalk closures are requested for the parade and fiesta:

PARADE ROUTE:
Main Street from Morton Avenue to Olive Avenue.

PARADE LINEUP:
Harrison Avenue from east alley to west alley; Thurman Avenue from east alley to west alley; and Cleveland Avenue from east alley to west alley; Putnam Avenue from Hockett Street to Second Street; Mill Avenue from east alley to west alley; Oak Avenue from east alley to west alley.

PARADE DISBURSEMENT:
Olive Avenue from Hockett Street to Third Street; Second Street to Olive Avenue; Garden Avenue from Main Street to east alley.

SIDEWALK USAGE:
Main Street from Putnam Avenue to Olive Avenue, both sides.

FIESTA STREET AND SIDEWALK CLOSURE:
Oak Avenue from Main Street to Second Street.

PARKING LOT:
Corner of Oak Avenue and Second Street.

The application has been submitted under the Community Civic Event Ordinance No. 1326, as amended. It has been routed according to the ordinance regulations and reviewed by all the departments involved. The requirements are listed on the attached copy of the Community Civic Application and Agreement, Exhibit ‘A’ and Exhibit ‘B.’

DD \[signature\] Appropriated/Funded \[signature\] CM \[signature\] Item No. \[17\]
RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the Comision Honorifica Mexicana-Americana, Inc., subject to the restrictions contained in the application, agreement, Exhibit ‘A’ and Exhibit ‘B.’

ATTACHMENT: Community Civic Event Application and Agreement, Street Closure Request, Vendor List, Exhibit ‘A,’ Map, Outside Amplifier Permit, Exhibit ‘B,’ and Certificates of Liability Insurance.
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:  3/9/11  Event date:  4/30/2011

Name of Event:  Cinco de Mayo Parade

Sponsoring organization:  Comision Honorifica MexAm
Address:  P.O. Box 2043
Authorized representative:  Fred Beltran
Address:  2437 Ave. 80 Terra Bella, Ca. 93220
Event chairperson:  Fred Beltran

Location of event (location map must be attached):

Type of event:  Parade

Non-profit status determination:  501c-3

City services requested (fees associated with these services will be billed separately):
Barricades (quantity):  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.

1 of 4
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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

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

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

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

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a Temporary Food Facilities permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6411, 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/heat 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.

Comision Honorifica Max. Am
(Full Name of Organization)

Signature

Date

Authorized Representative Initials

3/9/11
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: **Cinco de Mayo Parade & Fiesta**

Sponsoring organization: **Comision Honorifica Mexicana Americana**

Location: **Main Street**  
Event date: 4-30-2011  
Event time: 10am - 12 noon

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHMA</td>
<td>P.O.BOX 2043 Puille</td>
<td></td>
<td>Food &amp; drink sales</td>
</tr>
</tbody>
</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: **Cinco de Mayo Parade & Fiesta**

Sponsoring organization: **Comision Honorifica Mex. Am.**

Event date: **4-30-2011**

Hours: **7:00 AM** to **8:00**

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

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main St</td>
<td>Morton Ave</td>
<td>Olive Ave</td>
<td>Parade</td>
</tr>
<tr>
<td>Harrison</td>
<td>east alley</td>
<td>west alley</td>
<td>Parade</td>
</tr>
<tr>
<td>Thurman</td>
<td>east &quot;</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>Cleveland</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>Putnam</td>
<td>Hockett</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>Mill</td>
<td>east alley</td>
<td>west alley</td>
<td>&quot;</td>
</tr>
<tr>
<td>Oak Sidewalks</td>
<td>Main St</td>
<td>Second St</td>
<td>Fiesta/Concert</td>
</tr>
<tr>
<td>Oak</td>
<td>Main St</td>
<td>Second St</td>
<td>&quot;</td>
</tr>
<tr>
<td>Garden</td>
<td>Main</td>
<td>east alley</td>
<td>&quot;</td>
</tr>
<tr>
<td>Olive</td>
<td>Hockett</td>
<td>Third</td>
<td>&quot;</td>
</tr>
<tr>
<td>Second</td>
<td>Olive</td>
<td>Garden</td>
<td>&quot;</td>
</tr>
<tr>
<td>Oak</td>
<td>Main St</td>
<td>Second St</td>
<td>&quot;</td>
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</table>

<table>
<thead>
<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
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</thead>
<tbody>
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</tbody>
</table>

4 of 4
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
COMISION HONORIFICA MEXICANA-AMERICANA, INC.

CINCO DE MAYO FESTIVITIES

APRIL 30, 2011

Business License Supervisor:  
S. Hartman

If outside vendors, we will need a vendor list prior to event.

Public Works Director:  
B. Rodriguez

Please see Mr. Style’s comments.

Community Development Director:  
B. Dunlap

Please include Porterville Redevelopment Agency as additional insured.

Field Services Manager:  
B. Styles

City sponsored parade. City crew will do street closures, supply trash cans and provide street sweeping after parade.

Fire Chief:  
M. G. Garcia

Director of Parks & Leisure Services:  
M. Stowe

Please keep spectators and participants out of the planters.

Police Captain:  
S. Rodriguez

Please see proposed conditions/requirements on Exhibit ‘B.’

Administrative Services Manager:  
P. Hildreth

See attached Exhibit ‘A,’ page 2.

EXHIBIT ‘A,’ Page 1
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Comision Honorifica Mexicana-Americana, Inc.
Event: Cinco de Mayo Festivities
Event Chairman: Fred Beltran
Location: Parade - Main Street from Morton Avenue to Olive Avenue including the closure of select cross-streets and parallel streets.
Date of Event: April 30, 2011

RISK MANAGEMENT: Conditions of Approval

1. The use of sidewalks for any purpose other than to allow for the free-flow of pedestrian traffic is prohibited within a ten (10) ft. radius of all walk-up Automated Teller Machines (ATM), and the minimum clear sidewalk width for pedestrian traffic at all other locations is five (5) feet.

2. That the Comision Honorifica Mexicana-Americana, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as ‘Additional Insured’ against all claims arising from, or in connection with, the Permittee’s operation and sponsorship of the aforementioned Community Civic Event.

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

   b. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A: VII, and the insurance company must be an ‘admitted’ insurer in the State of California.
CINCO DE MAYO PARADE

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: CHMA P.O. Box 2043 Porterville

2 Address where amplification equipment is to be used: Main St. after during & after parade

3 Names and addresses of all persons who will use or operate the amplification equipment: I-Town Productions

4 Type of event for which amplification equipment will be used: Parade & after parade festivities

5 Dates and hours of operation of amplification equipment: 3/30/11 12:00 to 3:00 pm

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

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 be deemed objectionable, and any such permit shall be revoked and 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
City of Porterville, Chief of Police Designee

Date
CITY OF PORTERVILLE
Community Civic Event Application

CINCO DE MAYO PARADE - April 30, 2011

Proposed Conditions/Requirements for Cinco de Mayo Celebration

➤ City Council approval is required for all street closures.

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

➤ Cinco de Mayo Planning Committee should meet with street vendors to coordinate rules regarding their activities, such as:

- Staying off the parade route and crossing in front of floats or groups
- Shall not sell silly string, snap caps or party poppers (pursuant to City Ordinance)

➤ Food vendors should be situated where they minimally block the sidewalk.

➤ Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.

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

➤ At the conclusion of the event, all barricades shall be promptly removed and equipment shall be cleared so as to avoid interfering with vehicular or pedestrian travel.

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

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

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

PRODUCER
UVIS/ Turner & Associates
P.O. Box 757
Lindsay, CA 93247
House account

CONTACT
NAME: FAX (AUC, No. Ext):
PHONE: (AUC, No. Ext):
EMAIL: PRODUCER CUSTOMER ID #: COMIS-1

INSURED
Comision Honorifica
P.O. Box 2043
Porterville, CA 93258

INSURER(S) AFFORDING COVERAGE
INSURER A: Nonprofits Insurance Alliance
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

COVERAGE NUMBER:

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

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<td>E.L. DISEASE - POLICY LIMIT $</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respects to the Cinco De Mayo Parade been held on April 30, 2011.
Certificate holder is name as additional insured per the attached form CG2026 7/04.

CERTIFICATE HOLDER
City of Porterville
Redevelopment Agency
291 N. Main St.
Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE
House account
CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER: UVIS/ Turner & Associates
P.O. Box 757
Lindsay, CA 93247
House account

INSURED: Comision Honorifica
P.O. Box 2043
Porterville, CA 93258

INSURER(s) AFFORDING COVERAGE
INSURER A: Nonprofits Insurance Alliance

CERTIFICATE NUMBER: 2011-10594-NPO
REVISION NUMBER: 02/22/11

COVERAGE

GENERAL LIABILITY
- COMMERCIAL GENERAL LIABILITY
  - CLAIMS-MADE
  - OCCUR

LIQUOR LIABILITY
- GENL. AGGREGATE LIMIT APPLIES PER:
  - POLICY
  - PROJECT
  - LOC

AUTOMOBILE LIABILITY
- ANY AUTO
- ALL OWNED AUTOS
- SCHEDULED AUTOS
- HIRED AUTOS
- NON-OWNED AUTOS
- UMBRELLA LIABILITY
  - OCCUR
- EXCESS LIABILITY
  - CLAIMS-MADE
- RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
As respects to the Cinco De Mayo Parade held on April 30, 2011.
Certificate holder is named as additional insured per the attached form CG2026 7/04.

CERTIFICATE HOLDER
City of Porterville
201 N Main St
Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
House account

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

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.
SUBJECT: CITY-FUNDED SUPPLEMENTAL INSURANCE FOR HISTORICAL PARADES

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: For Council’s consideration, staff has obtained quotes for supplemental special event coverage for the City’s three historic parades: Cinco de Mayo, Veterans’ and Children’s Christmas. The City Council expressed an interest in considering a policy to annually supplement such coverage in light of a recommendation issued by the City’s Risk Management Authority for increased liability coverage for special events such as parades; the increasing costs of said coverage; voiced concerns by parade organizers; and the historical importance of the three parades in the community.

Three quotes were obtained for calendar year 2011 for coverage consisting of $1,000,000 per occurrence ($2,000,000 aggregate); $1,000,000 personal/advertising injury; $100,000 fire damage; and $1,000 to $5,000 medical expense. The quotes were as follows:

- Burlington Insurance Company: $2,346.57
- Mt. Vernon Fire Insurance Company: $3,207.98
- Philadelphia Insurance Company: $4,500.00

The lowest quote was submitted by Burlington Insurance Company (AM Best Rating “A” IX (Excellent)) in the amount of $2,346.57, which represents a $111.75 increase from the prior year. This short term coverage policy would cover all three 2011 historical parades.

RECOMMENDATION: That the City Council:
1. Accept the quote submitted by Burlington Insurance Company in the amount of $2,346.57; and
2. Authorize the Risk Manager to purchase said policy for supplemental insurance coverage for the three historical City parades for calendar year 2011.

ATTACHMENT: Insurance Quote Detail

Item No. 18
## City of Porterville
### Special Event Insurance
#### 2011

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Burlington Insurance Company</th>
<th>Mt. Vernon Fire Insurance Company</th>
<th>Philadelphia Insurance Company</th>
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<td>A+ (admitted)</td>
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<tr>
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<td>Personal/Advertising Injury</td>
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<tr>
<td>Fire Damage</td>
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<td>Medical Expense</td>
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<td>$1,000</td>
<td>$0</td>
</tr>
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</table>

**Exclusions/Limitations:**

**NOTE:** This is a partial list of the forms listed on the carrier's proposal. A full list and/or the actual forms are available upon request.

- Punitive Damages Exclusion
- Contractual Liability Amendment
- Total Pollution Exclusion
- Total Liquor Liability Exclusion
- Exclusions for:
  - All Amusement Rides
  - Animal Rides
  - Performers & Participants
  - Riders of Saddle Animals
  - Professional Services
  - Assault/Battery/Molestation
  - Unscheduled Events
- Limitation to Specified Events
- Exclusions for:
  - Medical Payments
  - Abuse/Molestation
  - Performers
  - Misc Activities and Devises
- Crisis Management

**Premium:**

- $2,346.57 (Includes all taxes/fees)
- $3,207.98
- $4,500.00

Presented by:

Daren Griswold
Guaranty California Insurance Services
89 East Mill Avenue
Porterville, CA 93257
(559) 781-5200
COUNCIL AGENDA: April 5, 2011

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 15, 2011, City staff has met and continues to coordinate with both State and Federal representatives in field reviews of the public areas reported as suffering flood damage, and making claims for reimbursement. In support of the City's claims for reimbursement, some of the public areas damaged by the storm events in December 2010 were again damaged with the more recent Mid-March 2011 storm events. 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.

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.

ATTACHMENT: None
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 March 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
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. Chapter 12, Article II, Section 2.1: Definitions of the Porterville
Municipal Code is amended 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 amended as follows:

Paragraph 2, Line 1: CITY: The City of Porterville

Paragraph 3, Line1: DANGEROUS FIREWORKS: Any fireworks specified as such
in the state fireworks law, Section 12500 et seq., of the Health and Safety Code of
the State and such other fireworks as may be determined to be dangerous by the
State Fire Marshal.

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

Paragraph 7, Line 2: SAFE AND SANE FIREWORKS: Shall mean and include any
fireworks not designated as dangerous fireworks, except that in any case, only end
fuses may be used. The California State Fire Marshal's seal of registration shall be
applied to all classified fireworks and pyrotechnic devices by a licensed
manufacturer, importer, exporter or wholesaler and shall indicate the classification
assigned by the State Fire Marshal.

Section 3. Chapter 12, Article II, Section 12-2.3 PUBLIC DISPLAYS OF
FIREWORKS of the Porterville Municipal Code is amended as follows:

Paragraph 11, Line 1: The Fire Chief shall have power to adopt reasonable rules
and regulations for the granting of permits for supervised public displays of fireworks
by a jurisdiction, fair associations, amusement parks, other organizations or for use
of fireworks by artisans in pursuit of their trade.

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

Section 4. Chapter 12, Article II, Section 12-2.5 SALES OF SAFE AND SANE FIREWORKS; APPLICATIONS FOR PERMITS of the Porterville Municipal Code is amended 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. Chapter 12, Article II, Section 12-2.6 PERMIT ISSUANCE BASED ON DRAWING SELECTIONS of the Porterville Municipal Code is amended as follows:

2. The fireworks storage from 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 is amended 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 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 as follows:

D. It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the City of Porterville. It shall also be unlawful to store any fireworks in any building or other place within the City of Porterville without having first applied for and received a permit pursuant to PMC 12-2.2.

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

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

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

**Section 9.** Chapter 12, Article II, Section 12-2.11 REGULATIONS of the Porterville Municipal Code is amended as follows:

D. To allow smoking within fifty (50) feet 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 (4) inches 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.** Chapter 12, Article II, Section 12-2.12 FIREWORKS STANDS; REQUIREMENTS of the Porterville Municipal Code is amended as follows:

A. No fireworks stand shall be located within twenty-five (25) feet of any other building or within one hundred (100) feet of a gasoline pump, or within one hundred (100) feet of another fireworks stand, when measured closest to closest point. Minimum setback from the street curbing, alley, or driveway shall be ten (10) feet. Stands shall not cover or impede any public rights-of-way.
C. Each stand must have at least two (2) exits located on separate walls. Fireworks stands with only three (3) sides and open from the back will not require exits. Fireworks stands shall have exits at least thirty (30) inches in width at both ends of the structure. An aisle with a minimum width of thirty (30) inches shall lead to each exit. Exits shall remain unobstructed. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked and unlatched whenever the stand is occupied.

D. Each stand shall keep easily accessible a minimum of one 2 1/2-gallon water pressure-type fire extinguisher and one 2A10BC rated dry chemical fire extinguisher and each shall be in good working order and bear a current inspection sticker. Extinguishers must be of a type approved for such use by the Porterville Fire Department.

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

J. Primary power to the temporary lighting may be by means of on-site commercial power in a fixed facility or by means of an on site portable generator. Generators must be located at least twenty five (25) feet 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. Signage will be clearly displayed at each site providing for the fines as specified in Section 13.

R. Canopies within twenty-five (25) feet 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 as follows:
A. In no instance shall any firework stand be located within a residential zoned district.

B. No stand shall be located closer than one hundred (100) feet from another.

Section 12. Chapter 12, Article II, Section 12-2.18 SEIZURE OF FIREWORKS of the Porterville Municipal Code is amended 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 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 5th day of April, 2011.

ATTEST:

Ronald L. Irish, Mayor

John D. Lollis, City Manager

Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: PORTERVILLE SESQUICENTENNIAL COMMITTEE REQUEST FOR CITY FINANCIAL SUPPORT OF CELEBRATION ACTIVITIES

SOURCE: Administration

COMMENT: The 2011 Porterville Sesquicentennial Committee has requested that the City Council consider providing City financial assistance in support of activities and events being planned in celebration of the community. Specifically, the Committee has requested $2,500 in support, with $1,000 to be considered as a donation to the Committee, and $1,500 to be considered an advance of funds that would be intended to be repaid by the Committee through solicitation of donations. In addition, the Committee requests that the Council consider funding the production and placement of celebratory banners along Main Street, which cost has been approximated at $1,500.

For the Council’s information and reference, when the community celebrated its Centennial of City incorporation in 2001, the amount of $25,000 was specially appropriated to the Porterville Chamber of Commerce for the planning and conducting of Centennial activities and events. Also, in Spring 2010, the Council appropriated $5,000 to the Visalia Chamber of Commerce as a “Sponsor City” for event publicity and organization in support of the Amgen Tour of California bicycle race that came through Downtown.

RECOMMENDATION: As directed by Council.

ATTACHMENT: Letter from 2011 Sesquicentennial Committee, dated March 30, 2011
March 30, 2011

City Council
City of Porterville
Att: John Lollis, city manager

City Council,

On behalf of the 20011 Porterville Sesquicentennial Committee, I respectively ask that our request for funding assistance for the Sesquicentennial observance this year be placed on the April 5, 2011, City Council agenda.

The committee requests the council consider the city pay for Sesquicentennial banners along Main Street – roughly $1,500; a donation of $1,000 to the committee and an additional $1,500 with the goal the committee pay that $1,500 back as it raises money throughout the year.

The money will provide the committee with start-up funds to purchase memorabilia that will be sold as a revenue source and cover other start-up costs.

The committee intends on seeking donations from organizations and businesses. It has already received a $500 commitment from the Eagles Lodge. The budget for the year is approximately $6,000.

We also request that consideration of the Sesquicentennial Proclamation also be considered at the April 5 meeting.

As you may know, the Sesquicentennial observance kicks off Friday. The committee plans a Sesquicentennial Day at the Porterville Fair, Pioneer Days June 4-July 4 with a downtown event set for June 25 and Royal Porter Putnam Day on Oct. 22.

Sincerely,

[Signature]

Rick Elkins
Sesquicentennial Co-Chair
COUNCIL AGENDA: APRIL 5, 2011

SUBJECT: REVIEW OF LIBRARY BUDGET

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Parks & Leisure Services Department, Library Division, staff has prepared the following report for City Council to illustrate the 2010-11 programmed budget in essential and discretionary cost.

The City library has evolved over the years from a small reading room to a larger public facility with an additional offsite outlet at the Heritage Center. The library facilities serve the needs of a diverse community of 54,165 by providing educational, informational and technological resources. The City population does not include the estimated 37,408 residents in the ten minute and secondary trade areas served by our City Library. The general public has expectations of what a municipal library should provide such as materials in various formats, computers, information service, knowledgeable staff, and literacy opportunities for all.

Essential operational costs are funded through the General Fund and Measure H funds. The General Fund supports personnel for service hours, behind the scenes workflow, building & grounds maintenance, equipment maintenance, printing/copying, professional services, rental of property & equipment, office/computer supplies, janitorial supplies, library collection materials, utilities, publications & dues, postage, insurance liability, and other expenses. Measure H funds support personnel for service hours, behind the scenes workflow, office/computer supplies, library collection materials, and publication & dues. Staff has provided an attachment that outlines essential costs.

<table>
<thead>
<tr>
<th></th>
<th>Essential Cost</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>$608,734</td>
<td>$627,943</td>
</tr>
<tr>
<td>Measure H</td>
<td>$340,602</td>
<td>$363,838</td>
</tr>
</tbody>
</table>

Discretionary service costs are funded through the General Fund, Measure H funds, and California State Library Grants. The General Fund supports personnel for Children's Literacy Services, Adult Literacy (portion not covered by Grant funds), program implementation, outreach, which includes weekly story times, onsite school tours, offsite school visits, reading incentive programs, Lapsit, tutor/learner activity, building & grounds maintenance, other equipment maintenance, meeting expenses, and training. Measure H funds support personnel for Spanish Story Time, English Language & Literacy Intensive program (portion not covered by

[Signature] Director [Stamp] Appropriated/Funded [Stamp] City Manager ITEM NO.: 22
Grant funds), Adult Literacy (portion not covered by Grant funds), supplies for all children's literacy activities, program implementation, outreach, advertising for services and programs, tutor/learner activity, printing/copying, meeting expenses, training, publications and dues. California State Library Grants support a portion of personnel and operational costs for the Adult Literacy, English Language & Literacy Intensive program, and Online Homework Help. Staff has provided an attachment that outlines discretionary cost.

<table>
<thead>
<tr>
<th></th>
<th>Discretionary Cost</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>$19,209</td>
<td>$627,943</td>
</tr>
<tr>
<td>Measure H</td>
<td>$23,236</td>
<td>$363,838</td>
</tr>
<tr>
<td>California State Library Grants</td>
<td>$26,180</td>
<td>$26,180</td>
</tr>
</tbody>
</table>

The Library Division develops fiscal budgets every year with Administrative Direction, Library Board of Trustees endorsement, and Council support. Staff has put together a strategic budget for fiscal year 2010-11, which allows our municipal library to operate 56 public service hours weekly at the Main Library and 12 public service hours weekly at the Margaret J. Slattery Children's Library with the traditional services the public has come to expect. The Library provides additional services beyond traditional service expectations that include children's literacy, adult literacy, technology education and access to self-serving resources for employment, as well as primary and secondary education assistance.

Although every effort is made to develop a strategic budget within limited resources, staff recognizes the need to employ effective measures of cost savings that have come through personnel management, technology maintenance/replacement, and collection development/maintenance, while still keeping up with the public demand on library resources and supporting the Mission and Vision of the City Library. Staff has provided an attachment that describes the cost savings in personnel management, technology maintenance/replacement, and collection development/maintenance.

In order to meet program obligations for the remainder of the fiscal year the library division needs restoration of Measure H funds. Currently, budget planning for fiscal year 2011-12 is underway and staff will be restructuring the Measure H budget to address innovative literacy projects that support on-going efforts in Early Literacy, Adult Literacy, and Family Literacy. In addition, building a strong budget framework that allows the City Library to support the growth of diverse informational needs of the community and helps achieve the desired program expectations of Council through the 5
year business plan, 5 year Measure H expenditure plan, and continued support of the Mission and Vision of the City Library.

RECOMMENDATION: That Council approves the Measure H budget to allow for the expenditures for services.

ATTACHMENTS: 1) Essential Cost General Fund & Measure H  
2) Discretionary Cost General Fund, Measure H, and State Grants  
3) Cost Savings
### General Fund 2010-11 Essential Cost

<table>
<thead>
<tr>
<th>Category</th>
<th>Subcategory</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>Regular Salaries</td>
<td>$356,889</td>
</tr>
<tr>
<td></td>
<td>Benefits</td>
<td>$119,670</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$476,559</strong></td>
</tr>
<tr>
<td>Building &amp; Grounds Maintenance</td>
<td>AC Filters</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Fire Extinguisher Service</td>
<td>$55</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$155</strong></td>
</tr>
<tr>
<td>Other Equipment Maintenance</td>
<td>Elevator Load Test</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$1,200</strong></td>
</tr>
<tr>
<td>Printing/Copying</td>
<td>Copy machine usage &amp; Maint.</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$2,000</strong></td>
</tr>
<tr>
<td>Professional Services</td>
<td>Elevator Contract Service</td>
<td>$1,400</td>
</tr>
<tr>
<td></td>
<td>California State Elevator Conveyance</td>
<td>$120</td>
</tr>
<tr>
<td></td>
<td>Landscape maintenance</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td>PSW- contract Library &amp; Main Street</td>
<td>$700</td>
</tr>
<tr>
<td></td>
<td>Pest Control</td>
<td>$336</td>
</tr>
<tr>
<td></td>
<td>Microfilm Service</td>
<td>$1,300</td>
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<tr>
<td></td>
<td>Locksmith</td>
<td>$44</td>
</tr>
<tr>
<td></td>
<td>Gray's</td>
<td>$600</td>
</tr>
<tr>
<td></td>
<td>Ruffa</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Capitol Door Service</td>
<td>$200</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$6,000</strong></td>
</tr>
<tr>
<td>Rent of Property &amp; Equipment</td>
<td>Copy Machine Lease</td>
<td>$3,600</td>
</tr>
<tr>
<td></td>
<td>Pay phone lease</td>
<td>$400</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$4,000</strong></td>
</tr>
<tr>
<td>Office/computer supplies</td>
<td>Materials Processing</td>
<td>$1,750</td>
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<tr>
<td></td>
<td>General Office</td>
<td>$1,750</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$3,500</strong></td>
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<tr>
<td>Janitorial Supplies</td>
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</table>
### Prudential Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,500</td>
<td>Total: $1,500</td>
</tr>
</tbody>
</table>

### Library Books (print, visual, audio)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000</td>
<td>Total: $20,000</td>
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</table>

### Utilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCG</td>
<td>$3,700</td>
</tr>
<tr>
<td>SCE</td>
<td>$28,500</td>
</tr>
<tr>
<td>COP</td>
<td>$2,400</td>
</tr>
<tr>
<td>AT&amp;T</td>
<td>$400</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$35,000</td>
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</table>

### Publications & Dues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SJVLS Membership</td>
<td>$38,000</td>
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<tr>
<td><strong>Total</strong></td>
<td>$38,000</td>
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</tbody>
</table>

### Postage

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine mailers, California State Library Correspondence, Materials returned to vendors</td>
<td>$2,020</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,020</td>
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</tbody>
</table>

### Insurance, Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,500</td>
<td>Total: $16,500</td>
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</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SJVLS postage &amp; overdue notices</td>
<td>$2,300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,300</td>
</tr>
</tbody>
</table>

**TOTAL GF ESSENTIAL COST: $608,734**

### Measure H 2010-11 Essential Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Services</strong></td>
<td></td>
</tr>
<tr>
<td>Regular Salaries</td>
<td>$123,981</td>
</tr>
<tr>
<td>Part-Time Salaries</td>
<td>$59,528</td>
</tr>
<tr>
<td>Benefits</td>
<td>$48,613</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$232,122</td>
</tr>
</tbody>
</table>

**Note:** ATTACHMENT #1
Office/computer supplies
In order to conduct library literacy activity general office and processing supplies are required such as paper, writing utensils, envelopes, tape, folders, printer ink, labels, book covers, security tags, barcodes, cable ties, hard case covers, protective sleeves, and material cleaners.

Library materials (Print, Visual, Audio)
The library provides literacy opportunity by maintaining collection development of various resources in print, visual, and audio formats. The library builds print collections for children, young adults, adults, and Spanish language. The library builds visual collections for children, young adults, adults, and Spanish language. The library builds audio collections for children, young adults, adults, and Spanish language.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials Processing (Demco)</td>
<td>$3,500</td>
</tr>
<tr>
<td>General Office (Office Depot)</td>
<td>$2,500</td>
</tr>
<tr>
<td>Print materials for children</td>
<td>$25,000</td>
</tr>
<tr>
<td>Print materials for Young Adults</td>
<td>$10,000</td>
</tr>
<tr>
<td>Print materials for Adults</td>
<td>$25,000</td>
</tr>
<tr>
<td>Print materials for Spanish Language</td>
<td>$7,000</td>
</tr>
<tr>
<td>Visual materials for children</td>
<td>$7,000</td>
</tr>
<tr>
<td>Visual materials for Young Adults</td>
<td>$1,000</td>
</tr>
<tr>
<td>Visual materials for Adults</td>
<td>$6,000</td>
</tr>
<tr>
<td>Visual materials for Spanish Language</td>
<td>$1,000</td>
</tr>
<tr>
<td>Audio materials for children</td>
<td>$1,000</td>
</tr>
<tr>
<td>Audio materials for young adults</td>
<td>$1,000</td>
</tr>
<tr>
<td>Audio materials for adults</td>
<td>$5,000</td>
</tr>
<tr>
<td>Audio materials for Spanish language</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$90,000</strong></td>
</tr>
</tbody>
</table>

Publications & Dues
The collection development of periodicals is managed through EBSCO. The library patron who is not technology literate relies on the print information that is available through newspapers and magazines. Readership is high and meets the information literacy needs of our diverse community.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>EBSCO periodicals</td>
<td>$7,780</td>
</tr>
</tbody>
</table>
HelpNow! is the online homework subscription the library provides to our local students. This subscription is partially funded through a grant from the California State Library.

Microfilm- the preservation process the library undertakes to maintain an archive of the Porterville Recorder. The library meets the information literacy needs of our diverse community by having this archived resource available.

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brainfuse</td>
<td>$3,200</td>
</tr>
<tr>
<td>Heritage Microfilm</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

TOTAL: $12,480

TOTAL ESSENTIAL MEASURE H: $340,602
**GENERAL FUND 2010-11 DISCRETIONARY COST**

**Personnel Services**
- Full-time *381 hours for Children Literacy Services, Adult Literacy Service $7,305
- Part-time *350 hrs for outreach projects, special events, and in-house projects $3,200
- Overtime *facility preparation for special events and other activities non-library related $300
- Benefits $3,659
  **TOTAL: $14,464**

**Building & Grounds Maintenance**
- Professional restroom cleaning $995
- Carpet Cleaning Service $1,000
- Shop Fuel $50
- Misc. Parts & Other – toilet, sink, sprinkler, paint $200
- Graffiti removal $100
  **TOTAL: $2,345**

**Other Equipment Maintenance**
- 3MM-RFID equipment $800
  **TOTAL: $800**

**Meeting Expenses**
- SJVLS- CITY/COUNTY/STATE $500
ATTACHMENT #2

Total: $500

Training

Annual California Library Association Conference
$350
Infopeople
$150
Total: $500

Other Expenses

Finger prints
$100
Promotional/Seasonal supplies
$475
Break room
$25
TOTAL: $600

TOTAL GENERAL FUND DISCRETIONARY COST: $19,209

Measure H 2010-11 DISCRETIONARY COST

Personnel Services
Full-time*362 hours for Spanish Story time, ELLI, & Adult Literacy

Regular Salaries
$6,869
Benefits
$2,747
TOTAL: $9,616

Advertising
The library promotes all library literacy services to the community through two Porterville Recorder publications.

South County Kids (quarterly)
$1,600
Living Here Booklet (annual)
$600
TOTAL: $2,200
Printing/Copying
Library programs and services require printing of library information handouts and flyers for promotional outreach.

| Copy machine usage | $300 |
| Printing of handouts and flyers | $400 |
| **TOTAL:** | **$700** |

Meeting Expenses
Staff participates on two committees with the San Joaquin Valley Library System. This partnership supports technology and expands our resources. Staff is at times called upon to join in California State Library initiatives and meeting attendance is required such as the early literacy state-wide project called Family Place Libraries. The San Joaquin Valley Regional Literacy Coordinators have quarterly meetings held in Fresno and Tulare County.

| San Joaquin Valley Library System | $800 |
| California State Library | $200 |
| San Joaquin Valley Regional Literacy Coordinators | $200 |
| **TOTAL:** | **$1,200** |

Training
Staff participates in the Annual California Library Association Conference. The conference program covers multiple library...
literacy topics. This conference is how staff first learned about online homework assistance, early literacy workstations, and tutoring adult learners who are dyslexic.

Staff attends workshops onsite or online on various library literacy related topics. Upcoming training online opportunities include:
Jump & Jive story times for two-five year olds
Jobs & Workforce Recovery

Publications & Dues
California Library Association provides professional development and advocacy support for its members. CLA supports the administration of the California Summer Reading Program. CLA members have an opportunity to network with others through participation of special interest groups such as, Literacy, Reference, Youth Services, Technical Services, Public Library, Management, Collection Development, and Marketing & Public Relations. Staff must have membership to participate in the Annual California State Library Conference.
California Association for Library Trustees and Commissioners (CALTAC) provides the Library Board resources to be more effective in their roles and responsibilities through education and cooperative effort. The Library Board
receives quarterly newsletters that are filled with numerous public library issues including literacy. The association provides opportunity for members to participate in training and workshops held in California.

Other Expenses

The library provides information literacy tours to our local students. Students receive a Welcome to the Library activity booklet.
The library has scheduled the following reading incentive programs to promote reading and lifelong learning. Program supplies required.
P.E.T. Patrol
Ice Scream for books
Step Right Up and READ, READ, READ!
2011 Summer Reading
Lapsit — early literacy program for infant’s birth to age two. Program supplies required.
Spanish story time — early literacy program for Spanish speaking patrons. Program supplies required.
Story time- early literacy program for pre-school on up. Program supplies required.

The library participates in annual events to promote the library with bookmarks, pencils, banners and other materials for hands on activity. Events include:

California Association for Library Trustees and Commissioners(5) $120

Positive Promotion (Welcome to the Library booklets-annual) $1,500

TOTAL: $520

Upstart program supplies for Reading Incentives (4) $1,500
Lapsit materials (24 sessions) $200
Spanish Story time materials (24 sessions) $200
Story time materials (52 sessions) $200
Parent & Newborn Outreach (annual) $400
Porterville Celebrates Reading
Kids Day
Kids Fest
Butterfield Stagecoach

<table>
<thead>
<tr>
<th>Event</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porterville Celebrates Reading (annual)</td>
<td>$1,500</td>
</tr>
<tr>
<td>Kids Day (annual)</td>
<td>$600</td>
</tr>
<tr>
<td>Kids Fest (annual)</td>
<td>$600</td>
</tr>
<tr>
<td>Butterfield Stagecoach (annual)</td>
<td>$300</td>
</tr>
</tbody>
</table>

**TOTAL:** $7,000

**TOTAL MEASURE H DISCRETIONARY COST:**

**$23,236**

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**CALIFORNIA STATE LIBRARY GRANTS 2010-11 DISCRETIONARY COST**

**ADULT LITERACY GRANT**

- Personnel
  - Salaries
  - Benefits

  **$9,440**
  **$3,746**

  **TOTAL:** **$13,186**

**ENGLISH LANGUAGE LITERACY GRANT**

- Personnel
  - Salaries
  - Benefits

  **$7,718**
  **$2,096**

  **TOTAL:** **$9,814**
OUT-OF-SCHOOL TIME GRANT

Publications and Due
Partial Subscription cost

TOTAL

$3,180

CALIFORNIA STATE LIBRARY DISCRETIONARY COST: $264,180

$3,180
Personnel

The Library saves personnel costs by employing Part-Time Library Aides in lieu of Full-Time Library Assistants. The estimated personnel cost of operating the Library with the current hours of operation with nine Full-Time Library Assistants is $487,891.08 with little to no margin for vacations or sick leave. By employing eight Part-Time Library Aides in lieu of two of the Full-time Library Assistants the personnel costs are reduced by $36,866.24 while concurrently creating scheduling flexibility.

Technology

The Library currently uses a total of 59 workstations for staff and public use. If the Library did not use technology funds available through the San Joaquin Valley Library System (SJVLS) then the Library would need to add an annual technology replacement fee budget of $11,486.71, based on the SJVLS replacement cycle of 4 years. This figure would increase as workstations are added. The City’s replacement cycle is for every 5 years. Based on that replacement plan the Library would need to annually budget $9,189.37 for workstation replacements. The funds for technology come from our cooperative materials resource sharing efforts with the SJVLS and the transaction based reimbursement provided through the California State Library.

Collection

To maintain the collection necessitates replacing 10 per cent of the collection each year (9,000 items). The ideal materials budget is computed by multiplying 9,000 times the average cost of an item. Using the most recent figures from 2009/10 fiscal year, our average cost per item is $22.35. Using a simple formula gives a recommended collection budget of $201,150.
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.

Dir. Appropriated/Funded n/a CM Item No. 23
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 prohibited 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 geomorphologic 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 terrain below which the low 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 "Flooding".

"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 code, 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 governmental 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, disaster, 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 very high flood insurance rates.

"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 shipbuilding 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 be a rule, qualifies 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 on the parcel to a different use than originally intended.

"Highest natural ground 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 is:

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.E.2.a.
   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 any parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Market value" is defined in 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 that is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include providing 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, resembling, 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 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. A 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 (FBFM'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 allow implementation of this ordinance and which are recommended to the {Governing Body} by the Floodplain Administrator. The study, FIRM's, and FBFM'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 other 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 statutes.

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 (CLOMR’s). Approved CLOMR’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 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 location;
   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 roadway 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

   a. Complete Preliminary Elevation Certificate provided by the City of Porterville confirming and detailing 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 AO or AO, so that there are adequate drainage paths around structures on slopes to guide floodwaters 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:

a. In AE, AH, A1-30 zones, elevated to or above the base flood elevation.

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 A 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 as outlined in this Ordinance. Said boundary is shown on FIRM Panel 1633 of FEMA (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 conform with Section 7-142.C.1 or:

a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended until Section 7-142.1.C.1, so that the structure is watertight with walls substantially impervious 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.C.1, 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;
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-9.

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 such 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.

7-142.2 STANDARDS FOR ELEVATION CERTIFICATES.
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 not less than 30 inches in height above grade.

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.

7-142.6 STANDARDS FOR RECREATIONAL VEHICLES.

A. All 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 weight 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 levels 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 losses and damage cannot 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 erected on a lot 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 and 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 preclude 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 variances 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 decisions, 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 [Governing 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 contents 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 heights, 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
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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<tbody>
<tr>
<td>Porterville</td>
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<td>060407</td>
<td>Tulare</td>
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<tr>
<th>VISIT CONDUCTED BY:</th>
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<th>DATE OF VISIT:</th>
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<tbody>
<tr>
<td>Amanda Peisch-Derby</td>
<td>Department of Water Resources</td>
<td>May 18, 2010</td>
</tr>
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</table>

### SECTION II

<table>
<thead>
<tr>
<th>NAME OF LOCAL OFFICIAL:</th>
<th>TELEPHONE #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael K. Reed</td>
<td>(559) 782-7462</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>ADDRESS:</th>
</tr>
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<tbody>
<tr>
<td>City Engineer</td>
<td>291 North Main Street, Porterville, California 93257</td>
</tr>
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</table>

### SECTION III

### PART A - Findings (Check appropriate column.)

<table>
<thead>
<tr>
<th>1. Are there any problems with the community’s floodplain management regulations?</th>
<th>SERIOUS</th>
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<tr>
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<thead>
<tr>
<th>2. Are there problems with the community’s administrative and enforcement procedures?</th>
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<th>3. Are there engineering or other problems with the maps or flood insurance study?</th>
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<th>4. Are there any other problems in the community’s floodplain management program?</th>
<th>SERIOUS</th>
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<th>5. Are there any problems with the Biennial Report data?</th>
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<table>
<thead>
<tr>
<th>6. Are there any programmatic issues or problems identified?</th>
<th>SERIOUS</th>
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<tr>
<th>7. Have structures been identified as being in violation? (Check appropriate category below.)</th>
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</thead>
<tbody>
<tr>
<td>_____ No violations have been identified.</td>
</tr>
<tr>
<td>X _____ A potential violation or violations have been identified.</td>
</tr>
<tr>
<td>_____ Actions are being taken on the part of the community to remedy the violation(s) identified during the visit.</td>
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</table>
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. 1387, 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 Date:

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:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael K. Reed</td>
<td>City Engineer, City of Porterville</td>
</tr>
<tr>
<td>Javier Sanchez</td>
<td>Assistant City Engineer, City of Porterville</td>
</tr>
<tr>
<td>Amanda Peisch-Derby</td>
<td>Engineer, Water Resources, South Central Region, Department of Water Resources</td>
</tr>
</tbody>
</table>
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 the 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:

[Signatures]

ITEM NO. 24
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 discontinuous 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
Porterville Airport 25 Acre Land Release
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 ¼ 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.

ATTACHMENT ITEM NO. 2
c. 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.

d. 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.

2. 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 5th day of April, 2011

Ronald L. Irish, Mayor

ATTEST:

John Lollis, City Clerk
COUNCIL AGENDA: April 5, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Consideration of Renaming City Hall Conference Rooms and Areas

SOURCE: City Manager

COMMENT: Mayor Irish has requested that the Council consider the renaming of City conference rooms.

RECOMMENDATION: Mayor Irish makes the motion to:
1. Rescind Council Resolution 125-2004; and
2. Adopt Draft Council Resolution “Porterville’s Exceptional People”, and commence the name changes immediately.

2. Draft Council Resolution “Porterville’s Exceptional People”
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 conferéntie 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
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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JOHN LONGLEY, City Clerk

by Georgia Hawley, Chief Deputy City Clerk
ATTACHMENT NO. 2

1. North Lobby (Permit Lobby area) shall be named “EXCEPTIONAL PEOPLE, EXCEPTIONAL CITY”

2. Conference room directly west of North Lobby shall be named “STAFF CONFERENCE ROOM” (Pictures and or plaques of past employees who have worked for the city 26 years or more.)

3. Southwest conference room (Parks & Rec. area) shall be named “CITY MANAGERS ROOM” (Pictures and or plaques of all past city managers.)

4. North conference room (small room between planning and public works) shall be named “CHIEF’S ROOM” (Pictures and or plaques of all past police and fire chiefs)

5. South hall (between the East and South entrances to City Hall) shall be named “MILITARY ACTIVE DUTY HALL” (Pictures of active duty personnel, differentiated by branch of service: Army, Navy, Air force, Marine, Coast Guard and National Guard.)
CONSIDERATION OF RENAMING CITY CONFERENCE ROOMS

In our 150 years of existence it is obvious that a great deal of our history has been lost, as attested to by many of the people who are now doing research on our city and its past. It is with that thought that this motion is made.

We have been fortunate in having many outstanding youth championships, individual achievements, city employees, etc. for the last 150 years and many of our current citizens and visitors just don’t know about these accomplishments. There are existing family members that would be honored to see their great grandfathers, grandmothers or to even see themselves honored by the city for past achievements made while they were young.

Each area would be dedicated, as appropriate, to the current and past employees and the current and past citizens of Porterville in order to acknowledge their accomplishments.

Museums recognize “things” throughout history; this motion is to recognize people.
COUNCIL AGENDA: April 5, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Modification to Municipal Code Requiring Improved Areas for Parking

SOURCE: City Manager

COMMENT: City Councilmember 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.

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/stripping set forth 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.

| Angle Of Parking | Stall Width | Curb Length Per Stall | Stall Depth From Curb | Aisle Width
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FIGURE 304.10C1: STANDARD PARKING SPACES
Parallel Parking

One-way Maneuvering Aisle

Curb Length

Parking Space

23 ft

9 ft

21 ft

21 ft

12 ft

45° Parking

One-way Maneuvering Aisle

Curb Length

Parking Space

12 ft 8 in

55 ft

45°

20 ft

60° Parking

One-way Maneuvering Aisle

Curb Length

Parking Space

10 ft 5 in

61 ft

60°

21 ft 6 in

2 ft vehicle overhang

Stroll


3/31/2011
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

Linedscaped 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.

Landscaped island at end of row: minimum 6 ft x 6 ft with a tree.

2 ft vehicle overhang allowed with groundcover landscaping or curb extension

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.

Walkway
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 1.25% of the straight line distance.

(Ord. 1764, 5-4-2010)
SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Modification to City Project Review Committee Fees

SOURCE: City Manager

COMMENT: City Councilmember 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. 1784, 5-4-2010)
COUNCIL AGENDA: April 5, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Modification to City Council Budget for Accounting of Councilmember Expenditures

SOURCE: City Manager

COMMENT: City Councilmember 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)
CITY OF PORTERVILLE  
BUDGET WORKSHEETS - LEGISLATIVE  
CITY COUNCIL  
FISCAL YEAR 2010/11

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<td>4,650</td>
<td>3,960</td>
<td>3,495</td>
<td>4,650</td>
<td>1,710</td>
<td>4,650</td>
<td>4,650</td>
<td></td>
</tr>
<tr>
<td>TOTAL PERSONNEL SERVICES</td>
<td>4,650</td>
<td>3,960</td>
<td>3,495</td>
<td>4,650</td>
<td>1,710</td>
<td>4,650</td>
<td>4,650</td>
<td></td>
</tr>
<tr>
<td>OTHER EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010-001-140 Computer Equipment Maintenance</td>
<td>-</td>
<td>-</td>
<td>1,116</td>
<td>1,120</td>
<td>558</td>
<td>1,116</td>
<td>1,116</td>
<td></td>
</tr>
<tr>
<td>5010-001-220 Printing/Copying</td>
<td>596</td>
<td>210</td>
<td>1,109</td>
<td>750</td>
<td>183</td>
<td>392</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>5010-001-230 Professional/Temp Service</td>
<td>76,874</td>
<td>108,148</td>
<td>97,218</td>
<td>90,000</td>
<td>30,002</td>
<td>94,200</td>
<td>94,200</td>
<td></td>
</tr>
<tr>
<td>5010-001-320 Office/Computer Supplies</td>
<td>122</td>
<td>-</td>
<td>-</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010-001-410.0 Meeting Expenses-Hamilton</td>
<td>11,275</td>
<td>2,278</td>
<td>1,311</td>
<td>4,500</td>
<td>1,849</td>
<td>3,958</td>
<td>4,500</td>
<td></td>
</tr>
<tr>
<td>5010-001-410.0 Meeting Expenses-Martinez</td>
<td>5,424</td>
<td>(238)</td>
<td>3,277</td>
<td>4,500</td>
<td>1,004</td>
<td>2,148</td>
<td>4,500</td>
<td></td>
</tr>
<tr>
<td>5010-001-410.0 Meeting Expenses-Stadtherr</td>
<td>(395)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010-001-410.0 Meeting Expenses-McCracken</td>
<td>5,043</td>
<td>(215)</td>
<td>-</td>
<td>4,500</td>
<td>125</td>
<td>268</td>
<td>4,500</td>
<td></td>
</tr>
<tr>
<td>5010-001-410.0 Meeting Expenses-F Martinez</td>
<td>7,041</td>
<td>5,112</td>
<td>5,363</td>
<td>4,500</td>
<td>2,161</td>
<td>4,500</td>
<td>4,500</td>
<td></td>
</tr>
<tr>
<td>5010-001-410.0 Meeting Expenses-Hernandez</td>
<td>3,329</td>
<td>5,561</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010-001-410.0 Meeting Expenses-Ward</td>
<td>-</td>
<td>-</td>
<td>2,330</td>
<td>4,500</td>
<td>1,128</td>
<td>2,414</td>
<td>4,500</td>
<td></td>
</tr>
<tr>
<td>5010-001-450 Publication and Dues</td>
<td>323</td>
<td>149</td>
<td>100</td>
<td>200</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010-001-490 Special Consumables Youth</td>
<td>-</td>
<td>-</td>
<td>12,796</td>
<td>37,204</td>
<td>15,938</td>
<td>37,204</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5010-001-660 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>
<td></td>
</tr>
<tr>
<td>5010-001-910 Contingency</td>
<td>-</td>
<td>-</td>
<td>8,000</td>
<td>-</td>
<td>-</td>
<td>8,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL OTHER EXPENSES</td>
<td>184,914</td>
<td>200,109</td>
<td>149,616</td>
<td>181,824</td>
<td>62,587</td>
<td>166,827</td>
<td>144,620</td>
<td></td>
</tr>
<tr>
<td>TOTAL CITY COUNCIL</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>
<td></td>
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</tbody>
</table>
COUNCIL AGENDA: April 5, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Consideration of Co-Sponsoring with the Tule River Tribal Council a Community Fireworks Show

SOURCE: City Manager

COMMENT: City Councilmember Shelton has requested that the Council consider co-sponsoring, with the Tule River Tribal Council, a community fireworks show conducted within a City parks facility (Sports Complex, Veteran's Park, etc).

RECOMMENDATION: As directed by Council

ATTACHMENT: None
COUNCIL AGENDA: April 5, 2011

SUBJECT:  COUNCILMEMBER REQUESTED AGENDA ITEM – Modification to Municipal Code Regarding Itinerant Vendor or Itinerant Merchant

SOURCE:  City Manager

COMMENT: City Councilmember Ward has requested that the Council consider modifying the City's Municipal Code, as it relates to Itinerant Vendors or Itinerant Merchants.

RECOMMENDATION: As directed by Council

ATTACHMENT: Municipal Code: Chapter 15, Article 1 (Definitions)
15-1: DEFINITIONS:

For the purposes of this chapter, certain words and phrases used herein are defined as follows:

ADVERTISING SOLICITOR: Any person who goes from place to place within the city selling or offering to sell advertising service using any advertising method.

AMUSEMENTS, AMUSEMENT RIDES: One or more merry-go-rounds, exhibitions, flying horses, Ferris wheels, or other similar devices.

ARCADE: A commercial establishment containing any combination of five (5) or more apparatuses, devices and/or machines operated by payment of fees and where the apparatus, devices and/or machines make possible a game or contest.

AUCTION SALES: All sales by auction of personal and/or real property.

BUSINESS: Professions, trades and occupations, and all and every kind of calling whether or not carried on for profit.

CARD ROOM: Any room in which there are card tables used, kept or intended for use in the playing of any kind of legal card game where the same is conducted as a business in connection with a business.

CARNIVAL: A group of two (2) or more shows, entertainments, games, devices, mechanical rides, amusements, vaudeville or dramatic or minstrel performance, or games, tricks, devices or wheels, the result of the operation of which is dependent upon chance or skill, and as a result of the operation of which things or representatives of value are given or paid. The charging of a single admission fee to a carnival shall not limit the provisions of this chapter.

CITY: City of Porterville, Tulare County, state of California.

COLLECTOR: The administrative services manager or designee of the city and duly authorized assistants and/or deputies of the director.

CONTRACTORS: Means and includes those trades licensed by the state contractors' licensing board.

FIXED PLACE OF BUSINESS OR ESTABLISHED BUSINESS WITHIN THE CITY: A permanent store, office or place where business is legally and regularly transacted from month to month in such manner as business of that nature is generally or customarily carried on and conducted and when the circumstances show an intention to become an established, fixed and continuous part of the regular and legitimate business life of the city. In questionable cases, such facts must be shown by the exhibition of a bona fide lease or rental agreement to the premises where such business is to be conducted, such lease or rental agreement to be for a minimum period of not less than ninety (90) days.

FLEA MARKET OR SWAP MEET: Any collection of two (2) or more vendors gathered together in a common area segregated by spaces, booths or other designated selling locations for the purpose of selling, offering to sell, bartering, or offering to barter, or any combination thereof, goods, wares, merchandise or articles of value. This definition shall be liberally construed so as to apply to any activity commonly known and referred to as a flea market or swap meet.

FLEA MARKET OR SWAP MEET OPERATOR: Any person, corporation or organization conducting, managing or engaging in the business of operating a swap meet or flea market.

FLEA MARKET OR SWAP MEET VENDOR: Any person, corporation or organization, and all employees and agents thereof, who purchases or acquires a space or spaces from a flea market or swap meet operator, or who purchases or acquires the right to be on the premises for the purpose of operating a business at a flea market or swap meet.

GOING OUT OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that upon the disposal of the stock of goods on hand the business will cease and be discontinued, including, but not limited to, the following types of sales: adjustments; adjustment; alteration; assignees; bankrupt; benefit of administrator; benefit of creditors; benefit of trustees; building coming down; closing; creditors committee; creditors; end; executors; final days; forced out; forced out of business; insolvent; last days; lease expires; liquidation; loss of lease; mortgage sale; receivers; trustees; quitting business; going out of business.

GOODS: Any goods, wares, merchandise or other personal property capable of being the objects of a sale regulated hereunder.

GROSS RECEIPTS: Shall include the total amount of the sale price of all sales and the total amount charged or received for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in "gross receipts" shall be all receipts, cash credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Included in "gross receipts" as concerns telephone companies shall be only those receipts derived from providing telephone service within the city and only receipts resulting from intrastate telephone service. Excluded from "gross receipts" shall be cash discounts allowed and taken on sales; credit allowed on property accepted as part of the purchase price and which property may later be sold; any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; such part of the sale price of property returned by purchasers upon recession of the contract of sale as is refunded whether in cash or by credit; amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those from whom collected.
Note: All receipts of a business should be included under gross receipts with the following exceptions:

A. Cash discounts allowed.
B. Trade in allowances.
C. Sales tax.
D. Excise tax.
E. Any other tax included in or added to the price of the product.
F. Sales return allowances.
G. Amounts collected as an agent which are to be paid to others. (An example of this might be a down payment collected by a realtor or a stock purchase price collected by a stockbroker.)

INSURANCE BROKER: A person who, for compensation and on behalf of another person, transacts insurance other than life with, but not on behalf of, an insurer.

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.

The provisions of this definition shall not apply to commercial travelers or selling agents, selling their goods exclusively to merchants, dealers or traders, whether selling for present or future delivery, by sample or otherwise, nor to peddlers, as the same is defined in this chapter, nor to persons selling fruit, vegetables, eggs, butter or other farm or ranch products of their own farm or dairy, exclusively.

PAID PROMOTER: Every person, and each agent or representative of such person conducting, carrying on or managing, for any compensation whatsoever, the business of selling tickets for, or promoting by advertising or otherwise, any activity within the city.

PARADE: Any march or procession consisting of persons, animals, or vehicles, or a combination thereof, except funeral processions, upon any public street, sidewalk, alley, or public place, which march or procession does not comply with normal and usual traffic regulation or control.

PEDDLER: Any person who goes from house to house, place to place, or in or along the streets, within the city selling or offering to sell, barter or exchange, and making or offering to make immediate delivery of any goods, wares, merchandise or anything of value, in the possession of the peddler to persons other than manufacturers, wholesalers, jobbers or retailers of such commodities; provided, that a producer who furnishes directly and delivers any poultry, eggs, butter, fruit, vegetables or meat being exclusively the produce of his own garden, farm, ranch, or dairy to persons within the city, shall not be deemed a peddler within the meaning of this definition.

PERSON: All domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, societies, and individuals transacting and carrying on any business in the city other than as an employee.

PERSONAL LOANS OR SUPPLIER OF FINANCING: Every person who either for himself or any other person engages in the business of loaning money, advancing credit, loaning credit, whether security of any kind (personal or real property) is taken for such loan or advance or not, or purchasing or discounting of any obligation of money due or to become due or any evidence of any obligation of money due, whether such obligation is secured or guaranteed or not. Nothing in this definition shall be deemed or construed to apply to any person conducting a banking business or financial corporation exempt under the laws of California, or to persons required to be licensed by the state of California under provisions of the "personal property brokers act", or to the holder of a pawnbroker's license.

QUARTER: A period of three (3) calendar months. The "quarter" as referred to in this chapter shall commence on the first days of July, October, January, and April and end on the last days of September, December, March and June. A quarter shall include any fraction thereof.

RECYCLABLE WASTE HAULER: Any person who goes from place to place, or business to business, within the city collecting and hauling recyclable waste materials such as bottles, cans, cardboard, oil, paper or paper products, or any other substance for the purpose of reclamation or other use. Nothing in this definition shall be deemed or construed to apply to any person conducting business as a junk dealer.

REMOVAL OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that the person conducting the sale will cease and discontinue business at the place upon disposal of the stock of goods on hand and then will remove to and resume business at a new location in the city or will continue business from other existing locations in the city.
SEMIANNUAL: A period of six (6) calendar months. The semiannual period as referred to in this chapter shall commence on the first days of July and January and end on the last days of December and June. A semiannual period shall include any fraction thereof.

SOLICITOR OR CANVASSER: Any person who goes from house to house or from place to place within the city, selling or taking orders for, or offering to sell or take orders for, any goods, wares or merchandise or any article, for future delivery, or selling or taking orders for any service or services to be furnished or performed in the future at any place within the city other than a fixed place of business, or for making, manufacturing, treating or repairing of any article or thing whatsoever, for future delivery.

STREET VENDORS/PUSH CART VENDORS: Every person conducting, carrying on or managing the selling or offering for sale any food, beverages, goods, wares, merchandise of any type including, but not limited to, plants, flowers, toys, paintings, furniture, or rugs, or articles of personal property, in his/her possession, if the offer for sale occurs from a basket, box or any other type of receptacle, stand, wagon, motor vehicle, push cart, or any other type of vehicle. (Ord. 1324, 12-18-1984; Ord. 1531 § A1, 6-18-1996; Ord. 1586 § A1, 5-16-2000)
COUNCIL AGENDA: April 5, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Consideration of Creating City Listserv Program

SOURCE: City Manager

COMMENT: City Councilmember Ward has requested that the Council consider implementing a Listserv Program through the City's website.

RECOMMENDATION: As directed by Council

ATTACHMENT: City Listserv Information Sheet
Move to implement opt-in email distribution lists, including:

- Special City programs such as
  - Step-Up and At Risk youths
  - Library and Literacy programs
  - Parks & Leisure Services youth programs
  - Parks & Leisure Service adult programs
  - Parks & Leisure Services senior programs
  - Public Works programs and information
  - Community Development programs including low income housing programs

- City Council information releases
- City Council member(s) information releases
- City Public Information Officer releases

And direct the City Manager to:

1. Initiate subscription to Constant Comment,  
   http://search.constantcontact.com/email-marketing/index.jsp, and
2. Charge the cost of such subscription to the City Council budget, and
3. Designate the PIO or someone else, at the City Manager's discretion, to monitor mail lists and supervise information distribution in accordance with FPPC and other governmental regulations, and
4. If, in the City Manager's opinion, such implementation requires additional expenditure(s) for personnel, supplies, equipment, etc., develop a budgetary line item for approval of the City Council and incorporation into the General Fund budget in a timely manner, not to exceed the second regular meeting in May 2011, and
5. Establish a policy and procedures for emailing information to opt-in subscriber(s) to the various mail lists, and
6. Direct the City Manager to cause appropriate subscription access to be placed on appropriate City website page(s) accessible by the public, and
7. Have the system operational on or before June 1, 2011.
COUNCIL AGENDA: April 5, 2011

SUBJECT: COUNCILMEMBER REQUESTED AGENDA ITEM – Consideration of City Manager Performance

SOURCE: City Manager

COMMENT: City Councilmember Shelton has requested that the Council consider the performance of the City Manager.

RECOMMENDATION: As directed by Council

ATTACHMENT: None