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:
   4- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One Case.

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

Pledge of Allegiance Led by Mayor Ronald L. Irish
Invocation

PROCLAMATIONS
   Jeff Gilwitz
   Porterville Little League All-Stars

PRESENTATIONS
   Employee of the Month – Anita Gustuson
   Library’s Early Learning Center
   Tulare County – Community Emergency Response Team (CERT) Program

REPORTS
This is the time for all reports from the City Council, including but not limited to, reports pursuant to AB1234, reports from subcommittees, committees, commissions and boards on which the Council Members serve, and other miscellaneous informational reports.
ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CONSENT CALENDAR

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


2. Purchase of Specialized Equipment
Re: Considering authorization to purchase by negotiation specialized equipment for various departments.

3. Award of Contracts – Landscape Maintenance, Various Landscape Maintenance Districts
Re: Considering awarding contract for landscape maintenance services to Perfect Care Landscape Maintenance of Tulare for Landscape Maintenance District (LMD) Groupings #1, #3 and #4, and Clean Cut Landscape of Clovis for LMD Groupings #2 and #5.

4. Approval of Measure ‘R’ Program Supplement to Cooperative Agreement
Re: Considering approval of a resolution in support of the Amended Program Supplement to Cooperative Agreement, which will allow the City Transit program to continue receiving operating funds from Measure R for transit expansion.

5. Approval of the Amended Joint Powers Agreement Forming the California Transit Systems Joint Powers
Re: Considering approval of a resolution in support of the Amended Joint Powers Agreement, which reflects changes that have occurred relative to CalTIP and laws pertaining to joint powers authorities.

6. Approval of the Amended Agreement for Transit Services for College of the Sequoias Students
Re: Considering approval of a resolution in support of the Amended Transit Services for COS Students Agreement, which allows TCAG and the City to enter into a renewable agreement for transit services during the spring semester of 2011 for transit services for COS students.

7. A Master Sign Program for the Jaye Street Crossing Commercial Development, In Accordance with Adopted Design Overlay Site Review and Development Ordinance Standards
Re: Considering approval of a resolution adopting the proposed Master Sign Program, which creates design standards for future business sign construction at the Jaye Street Crossing Commercial Development site.
8. **Housing Element Focused Rezone Program**  
Re: Informational report regarding the initiation of a Focused Rezone Program, a component of the 2009-2014 Housing Element, which was included to meet the City’s Regional Housing Needs Assessment.

Re: Considering approval of a response to the Grand Jury Report regarding the City’s animal control operation.

10. **Standard Agreement Allowing Use of Police Facility by Staff of the Lindsay Police Department and Woodlake Police Department**  
Re: Considering approval of a one-year term agreement to allow for the use of Police Department weapons range.

11. **Agreement with Casey L. Butler for Golf Management Services**  
Re: Considering approval of an agreement between the City and Casey L. Butler for golf management services at the Municipal Golf Course.

11a. **Acceptance of Improvements – Sierra Meadows Subdivision Phase Two (Gary Smee/Daryl Nicholson)**  
Re: Considering accepting public improvements from Gary Smee with Nicholson and Smee, LLC, and authorizing the filing of the Notice of Completion for Sierra Meadows Subdivision Phase Two.

12. **Interim Financial Status Reports**  
Re: Considering accepting the Interim Financial Status Reports for 4th Fiscal Quarter ending June 30, 2011.

13. **Quarterly Portfolio Summary**  
Re: Considering acceptance of the Quarterly Portfolio Summary reflecting the City’s investment portfolio as of June 30, 2011.

14. **Street Performance Measure – 4th Quarter Report**  
Re: Informational report regarding progress made on street reconstruction, overlay, micro-overlay and pothole report efforts for the 4th quarter of Fiscal Year 2010/2011.

15. **Code Enforcement Update**  

16. **Attendance Report for City Commissions and Committees – 4th Quarter Report**  
Re: Informational attendance reports for the 4th Quarter of Fiscal Year 2010/2011.

17. **Report on Charitable Car Washes**  
18. **Airport Lease Renewal – Lot 32D**  
Re: Considering approval of the extension of the Lease Agreement between the City of Porterville and Drew Williams of Springville, CA, for Lot 32D at the Porterville Municipal Airport.

19. **Approval for Community Civic Event – Porterville City Firefighter’s Association and Porterville Sesquicentennial Committee – Porterville Firehouse Chili Cook Off**  
Re: Considering approval of an event to take place on Saturday, September 3, 2011, from 8:00 a.m. to 5:00 p.m., at Centennial Plaza on Main Street.

20. **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.

21. **Council Member Requested Agenda Item – Request for the City Council to Schedule the Consideration of Council Reorganization**  
Re: Considering a request to authorize the scheduling of the consideration of Council reorganization on the next Council Agenda.

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

**PUBLIC HEARINGS**

22. **Landscape and Lighting Districts Annual Assessments**  
Re: Considering approval of a resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer’s Report and Assessments for the 2011-2012 Fiscal Year.

**SCHEDULED MATTERS**

23. **Adoption of Resolution and Ordinance Complying with the Voluntary Alternative Redevelopment Program to Permit the Continued Existence and Operation of the Redevelopment Agency**  
Re: Considering approval of a resolution and ordinance to allow for the continued operation of the Porterville Redevelopment Agency, pursuant to ABX1 27.

24. **Authorization to Negotiate a Contract for Architectural & Engineering Services for the Public Safety Building Project**  
Re: Considering authorizing City staff to define a scope of professional services and negotiate a contract with Taylor-Teter Partnership of Fresno for design and engineering services for the Public Safety Building Project.

25. **Freedom Fest Special Report**  
Re: Informational report regarding the Freedom Fest which took place on July 2, 2011.

Adjourn to a joint meeting of the Porterville City Council and Redevelopment Agency.
Roll Call: Agency Members

WRITTEN COMMUNICATIONS
ORAL COMMUNICATIONS

JOINT PUBLIC HEARING
PRA-01 Public Hearing to Authorize a Purchase and Sale Agreement between the Porterville Redevelopment Agency and Social Vocational Services, Inc. (APN 253-138-001)
Re: Conducting a public to accept comment regarding the purchase and sale agreement for APN 253-138-001.

Adjourn to a meeting of the Porterville City Council.

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 August 16, 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.
Called to Order at 5:30 p.m.
Roll Call: Council Member McCracken, Council Member Shelton, Council Member Ward, Mayor Irish
Absent: Vice Mayor Hamilton

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

JOINT CITY COUNCIL/PORTERVILLE REDEVELOPMENT AGENCY MINUTES
291 N. MAIN STREET, PORTERVILLE, CA
FEBRUARY 15, 2011

Roll Call: Agency Member McCracken, Agency Member Hamilton (attended via teleconference)
Agency Member Shelton, Agency Member Ward, Chairman Irish

ORAL COMMUNICATIONS
None

REDEVELOPMENT AGENCY CLOSED SESSION:
A. Closed Session Pursuant to:
2- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case concerning dispute with County of Tulare regarding project area amendment.
3- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One Case.

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

CITY COUNCIL CLOSED SESSION:
B. Closed Session Pursuant to:
Parties: City of Porterville and Plano Properties. Under Negotiation: Terms and Price
3-Government Code Section 54956.8 – Conference with Real Property Negotiators/Property:
APN 261-030-062. Agency Negotiators: John Lollis and Milt Stowe. Negotiating Parties:
City of Porterville and Murphy A. Sabatino, Jr. and Jennifer L. Sabatino, Trustees of the
4-Government Code Section 54956.8 – Conference with Real Property Negotiators/Property:
Parties: City of Porterville and Dorothy Jue Moe. Under Negotiation: Terms and Price.
5- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated
Litigation – Significant Exposure to Litigation: Four Cases concerning facts not known to
potential Plaintiffs.
6- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated
Litigation – Initiation of Litigation: Three Cases.
7- Government Code Section 54957 - Public Employee Performance Evaluation - Title: City
Manager.

6:30 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION
City Attorney Julia Lew reported that no reportable action took place.

Pledge of Allegiance Led by Council Member Brian Ward
Invocation – a moment of silence was observed.

PROCLAMATION
Linked Learning

PRESENTATIONS
Outstanding Business – Letsinger Realty

REPORTS
• Council Member Ward updated everyone on the Sesquicentennial Committee,
indicating that the events are due to kick-off with a camp fire the day prior to the
Jackass Mail Run.
• Council Member Shelton spoke of his attendance at First Friday Coffee and lauded
Mr. McCracken’s catered cuisine; commented on the memorial service held at the
Elk’s Lodge in honor of Jim Cone; and spoke of various upcoming events in the City.
• Council Member McCracken spoke of his attendance at the Southern California Gas
Company event and lauded guest speaker Victor Davis Hanson.

ORAL COMMUNICATIONS
• John Halopoff, Halopoff & Sons, requested the opportunity to speak during the
Council’s consideration of Item 23.
• Doug Clay, Specialty Construction, requested he be afforded the opportunity to
speak on Item 23 during the Council’s consideration of the item.
• Michael Pollock, voiced concern with a lien placed by the Finance Department on
his property due to alleged utility delinquencies, spoke of errors made by the City
and expressed dissatisfaction with City staff’s handling of the matter.

- Tonya Newsom, Halopoff & Sons, requested that she be allowed to speak on Item 23.
- Curtis Rogers, requested that the Council Members speak directly into their microphones, noting the difficulty of audience members to hear their comments. Mayor Irish requested that if anyone had difficulty in hearing the Council Members to raise their hands.

CONSENT CALENDAR

Item Nos. 2, 5, 6, 7, 8, 9, 12, 13 and 16 were removed for further discussion.

1. CITY COUNCIL MINUTES OF JUNE 8, 2010 AND JANUARY 18, 2011

Recommendation: That the City Council approve the Minutes of June 8, 2010 and January 18, 2011.

Documentation: Minute Order 01-021511
Disposition: Approved.

3. CLAIM – MERCURY INSURANCE AS SUBROGEE FOR NICHELE TAGHZOUT-WELLS

Recommendation: After consideration and investigation, staff recommends that the Council reject said claim; refer the matter to the City’s insurance adjustor; and direct the City Clerk to give the Claimant proper notification.

Documentation: Minute Order 02-021511
Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS – JAYE STREET IMPROVEMENTS PROJECT (EASTERLY EXTENSION OF BROWN AVENUE TO GIBBONS AVENUE)

Recommendation: That the City Council:
1. Approve staff’s recommended Plans and Project Manual for the Jaye Street Improvements Project (easterly extension of Brown Avenue to Gibbons Avenue); and
2. Authorize staff to advertise for bids on the project.

Documentation: Minute Order 03-021511
Disposition: Approved.

10. COMMUNITY CLEAN UP EVENTS

Recommendation: That the City Council:
1. Declare April 2, 2011, “Spring Clean Up Day”, and October 15, 2011,
“Fall Clean Up Day”;
2. Encourage all residents to clean up their properties and take advantage of
the opportunities offered by the City;
3. Authorize the City to accept trash, litter, and yard clippings delivered by
City residents receiving City refuse service to the Spring and Fall Clean
Up Events for free disposal; and
4. Authorize the cost of both events be funded from the Solid Waste
Operating budget.

Documentation: Minute Order 04-021511
Disposition: Approved.

11. APPROVAL OF THE UPDATED DISADVANTAGED BUSINESS ENTERPRISE
(DBE) PROGRAM

Recommendation: That the City Council:
1. Approve the updated Disadvantaged Business Enterprise Program;
2. Authorize the Public Works Director to sign the updated Disadvantaged
Business Enterprise Program; and
3. Approve the Resolution of Adoption.

Documentation: Resolution 05-2011
Disposition: Approved.

14. ISO RATING IMPLICATIONS FOR FIRE STATION #3

Recommendation: No action required. Report provided for informational purpose only.

Disposition: No action taken.

15. CONSIDERATION OF MODIFICATION TO THE HERITAGE COMMUNITY
CENTER WALL OF FAME POLICY

Recommendation: That the City Council approve suggested modifications.

Documentation: Minute Order 05-021511
Disposition: Approved.

17. CONSIDERATION OF PROPOSED BUDGET CALENDAR FOR FISCAL YEAR
2011-2012

Recommendation: That the City Council approve the proposed budget calendar for the 2011-
2012 Fiscal Year.

Documentation: Minute Order 06-021511
Disposition: Approved.
18. REVIEW OF LOCAL EMERGENCY STATUS AND RE-SCHEDULING OF STUDY SESSION

Recommendation: That the City Council:
1. Receive the status report and review of the designated local emergency;
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; and
3. Schedule a study session for March 10, 2011, at 6:00 p.m. to review staff’s analysis of the response to the local emergency and discuss options for future mitigation of any identified issues.

Documentation: Minute Order 07-021511
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member McCracken that the City Council approve Item Nos. 1, 3-4, 10, 11, 14-15, and 17-18.

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

2. CLAIM – GAYLA SEVERNS

Recommendation: After consideration and investigation, staff recommends that the Council reject said claim; refer the matter to the City’s insurance adjustor; and direct the City Clerk to give the Claimant proper notification.

City Manager John Lollis introduced the item, and indicated that the item had been pulled by Council Member Shelton. The staff report was waived at the Council’s request. Staff addressed questions from Council Member Shelton regarding whether or not the Galaxy 9 parking lot was considered private or public property.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council reject said claim; refer the matter to the City’s insurance adjustor; and direct the City Clerk to give the Claimant proper notification.

M.O. 08-021511

AYES: Ward, Shelton, McCracken, Irish
NOES: None
ABSTAIN: None
ABSENT: Hamilton
5. AUTHORIZATION TO ADVERTISE FOR BIDS – SCRANTON AVENUE AND INDIANA STREET RECONSTRUCTION PROJECT

Recommendation: That the City Council:
1. Approve staff’s recommended Plans and Project Manual for the Scranton Avenue and Indiana Street Reconstruction and Storm Drain Project; and
2. Authorize staff to advertise for bids on the project.

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton, who pulled the item, commended staff for making progress on a Measure R project.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the City Council approve staff’s recommended Plans and Project Manual for the Scranton Avenue and Indiana Street Reconstruction and Storm Drain Project; and authorize staff to advertise for bids on the project.

M.O. 09-021511

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

Disposition: Approved.

6. AWARD OF CONTRACT – VETERAN’S PARK BOOSTER PUMP PROJECT

Recommendation: That the City Council:
1. Award the Veteran’s Park Booster Pump Project to the lowest responsive bidder HPS Mechanical in the amount of $282,480;
2. Authorize progress payments up to 90% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen construction costs.

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Ward inquired about the inclusion of the add alternate in determining the lowest bidder. Public Works Director Baldo Rodriguez clarified that language could be included in the bid document to allow for consideration of add alternates in determining the lowest bidder, but that in this particular bid document the language used indicated that the lowest base bid would be awarded.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council award the Veteran’s Park Booster Pump Project to HPS Mechanical in the amount of $282,480; authorize progress payments up to 90% of the contract amount; and authorize a 10%
contingency to cover unforeseen construction costs.

M.O. 10-021511

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

Disposition: Approved.

7. ACCEPTANCE OF PROJECT – JAYE STREET IMPROVEMENTS PROJECT POPLAR DITCH CULVERT CROSSING

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

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton took a moment to laud staff for completing the Jaye Street Improvements Project (Poplar Ditch Culvert Crossing) and Fire Station No. 2 Parking Lot Expansion Project under budget and on schedule.

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

M.O.11-021511

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

Disposition: Approved.

8. ACCEPTANCE OF PROJECT – FIRE STATION #2 PARKING LOT EXPANSION

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

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

M.O.11-021511
AYES: Ward, Shelton, McCracken, Irish
NOES: None
ABSTAIN: None
ABSENT: Hamilton

Disposition: Approved.

9. AUTHORIZATION TO ENTER INTO CONTRACTS WITH SCE FOR NEW METER AND SERVICE FOR THE SPORTS COMPLEX LIGHTING PROJECT

Recommendation: That the City Council:
1. Approve the costs associated with the installation of a new transformer; and
2. Authorize the City Engineer to sign the SCE application and issue a $13,017.74 payment.

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Ward inquired about the sewer lift station eventually repaying the pro-rata share, and Public Works Director Rodriguez suggested that it could be memorialized.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton approve the costs associated with the installation of a new transformer; and authorize the City Engineer to sign the SCE application and issue a $13,017.74 payment.

M.O. 12-021511
AYES: Ward, Shelton, McCracken, Irish
NOES: None
ABSTAIN: None
ABSENT: Hamilton

Disposition: Approved.

12. AUTHORIZATION TO RELEASE REQUEST FOR PROPOSAL FOR PREPARATION OF AN ECONOMIC DEVELOPMENT STRATEGIC PLAN

Recommendation: That the City Council authorize staff to distribute the Request for Proposal for preparation of an Economic Development Strategic Plan.

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request. Staff indicated that the City had received $90,000 from HUD to pay for the consultant, but that the proposal amounts were unknown at that time.
COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council authorize staff to distribute the Request for Proposal for preparation of an Economic Development Strategic Plan.

M.O. 13-021511

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

Disposition: Approved.

13. AUTHORIZATION TO TRAVEL

Recommendation: That the City Council approve travel for Brad Dunlap to Fort Worth, Texas for attendance at the Annual Customer Advisory Board meeting on April 14 and 15, 2011.

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton expressed concern with the Community Development Director being absent from work and the City paying him for his time in Texas. At the Council’s request, the City Manager spoke of the benefit of Mr. Dunlap’s attendance. Council Member Shelton then made a MOTION to deny the proposed travel, which died for lack of a second.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council approve travel for Brad Dunlap to Fort Worth, Texas for attendance at the Annual Customer Advisory Board meeting on April 14 and 15, 2011.

M.O. 14-021511

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

Disposition: Approved.

16. PUTNAM AVENUE AND HENRY STREET PROPERTY

Recommendation: None. Information only.

City Manager John Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton, who pulled the item for discussion, commended the Parks and Leisure Services Commission for their consideration regarding the future use of the property.

Disposition: No action required.
The Council took a ten minute recess.

**SCHEDULED MATTERS**

19. APPOINTMENTS TO THE ARTS COMMISSION

Recommendation: That the City Council appoint two individuals to serve three year terms as members of the Arts Commission; and one individual to serve a two year term.

City Manager John Lollis introduced the item, and the staff report was presented by Administrative Services Manager Patrice Hildreth. The Council agreed to utilize the McCracken ballot method, and vote to fill the two 3-year terms first.

Round 1:
- Joan Claire Givan – McCracken
- Rebecca Grayson – Shelton, Ward
- Carolyn Petermann Turner – McCracken, Irish
- Deana Worthington – Irish, Shelton, Ward (3-year term)

Round 2:
- Joan Claire Givan – McCracken, Irish
- Rebecca Grayson – Shelton, Ward

Round 3:
- Joan Claire Givan – McCracken, Irish
- Rebecca Grayson – Shelton, Ward

At the request of Council Member McCracken, Council Member Shelton voiced the reasons for his support of Rebecca Grayson.

Round 4:
- Rebecca Grayson – McCracken, Irish, Shelton, Ward (3-year term)

At the request of Council Member Shelton, Council Member McCracken shared why he believed Joan Claire Givan should be appointed.

Round 5:
- Joan Claire Givan – McCracken, Shelton, Ward (2-year term)
- Deana Worthington – Irish

**COUNCIL ACTION:** MOVED by Council Member McCracken, SECONDED by Mayor Irish that the City Council approve the appointment of Deanna Worthington and Rebecca Grayson to 3-year terms on the Arts Commission; and the appointment of Joan Claire Givan to a 2-year term on the Arts Commission.
20. APPROVAL OF ZALUD CONCESSION BUILDING

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

City Manager John Lollis introduced the item, and notified the Council that written correspondence had been received from Mr. Khris Saleh on behalf of the Porterville Little League requesting the City Council delay their consideration. A brief discussion ensued regarding the request and it was questioned whether Porterville Little League was aware that the applicant would be paying for the necessary improvements to make the concession building possible. Council Member Shelton spoke of the applicant’s success at Murry Park.

Council Member Shelton MOVED to approve staff’s recommendation. The motion was SECONDED by Mayor Irish.

City Attorney Lew advised of an inadvertent omission in the modification of the agreement regarding the term, and requested that the Council allow her to amend the agreement language in Paragraph 7 and 8 accordingly. The Council discussed the term of the license agreement, and reimbursement for improvements. Council Member McCracken recommended that the item be continued to allow staff the opportunity to amend the language to address the concerns raised by the Council. Council Member Shelton then rescinded his original motion to approve staff’s recommendation.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward to continue the item to the next meeting.

21. PROPOSED CHANGES TO PORTERVILLE MUNICIPAL CODE – ARTICLE II, FIREWORKS
Recommendation: That the City Council:
1. Allow the discharge time to be changed to the same time as sales, i.e. twelve o’clock (12:00) noon on June 28;
2. Adjust the fine from $100 to $1500 for the possession or discharge of dangerous fireworks;
3. Require the minimum distance of a fireworks stand to be no closer than 250’ from a city boundary and or another stand;
4. Adjust the application due date to February 15 at 5:00 p.m. and lottery selection to occur at the end of February; and
5. Approve the proposed changes to Article II, give first reading to the draft ordinance approving the above, waive further reading, and order the ordinance to print.

City Manager John Lollis introduced the item, and Fire Marshal Loran Blasdell presented the staff report. Following the report, the Council discussed the proposed media blitz, various means of notifying the public, costs for advertisement, the proposed fine amount, and limiting the number of booths. Staff clarified that certain aspects of the proposed ordinance would go into effect this year, and those relative to the application process would be effective next year.

Council Member McCracken MOVED to continue the item, which died for lack of a second.

City Attorney Lew recommended that the Council refrain from amending the application process, which could be brought back for consideration at a future meeting.

Council Member Shelton MOVED to approve staff’s recommendation, as amended to adjust the fine from $100 to $500. The motion was SECONDED by Council Member Ward.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Mayor Irish to amend the motion by adjusting $500 to $1,500.

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

COUNCIL ACTION: MOVED by Mayor Irish, SECONDED by Council Member McCracken to amend the motion by adjusting $500 and to $1,000.

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

COUNCIL ACTION: MOVED by Mayor Irish, SECONDED by Council Member McCracken that the City Council continue the item to the next meeting.
M.O. 18-021511
AYES: Shelton, McCracken, Irish
NOES: Ward
ABSTAIN: None
ABSENT: Hamilton

Disposition: Item continued.

The Council took a ten minute recess.

Following the recess, Mayor Irish stated that Vice Mayor Hamilton was present via teleconference.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Mayor Irish that the Council reconsider Item 21.

M.O. 19-021511
AYES: Ward, McCracken, Hamilton, Irish
NOES: Shelton
ABSTAIN: None
ABSENT: None

Disposition: Approved.

21. PROPOSED CHANGES TO PORTERVILLE MUNICIPAL CODE – ARTICLE II, FIREWORKS

Council Member McCracken MOVED to approve staff’s recommendation. The motion was then SECONDED by Vice Mayor Hamilton.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the motion be amended to strike $1,500 and insert $500.

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

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the Council allow the discharge time to be changed to the same time as sales, i.e. twelve o’clock (12:00) noon on June 28; adjust the fine from $100 to $1500 for the possession or discharge of dangerous fireworks; require the minimum distance of a fireworks stand to be no closer than 250’ from a city boundary and or another stand; adjust the application due date to February 15 at 5:00 p.m. and lottery selection to occur at the end of February; and approve the proposed changes to Article II, give first reading to the draft ordinance approving the above,
waive further reading, and order the ordinance to print, being AN 
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF 
PORTERVILLE AMENDING CHAPTER 12, ARTICLE II, 
FIREFOWKS, OF THE PORTERVILLE MUNICIPAL CODE.

Ordinance 1776
M.O. 20-021511

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

The City Manager read the ordinance by title only.

Disposition: Approved.

City Attorney Lew noted for the record that although he was participating via teleconference, 
Vice Mayor Hamilton was in the building, and therefore the City was in compliance with the Brown 
Act.

22. RE-VISIT REQUEST FOR WATER SERVICE OUTSIDE THE CITY (SCHMID 
FAMILY DESCENDENT TRUST – LOT 11 OF TRACT NO. 467)

Recommendation: That the City Council:
1. Approve the request of the facts presented herein; and
2. Require the requesting party to comply with all herein stated MSP requirements and pay all applicable fees.

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

City Attorney Lew advised that the incremental risk was minimal, and addressed Council 
questions regarding prevailing wage triggers, conditions required per the City’s Municipal Services 
Policy and the City’s obligation to supply the service.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council 
Member Ward that the City Council approve the request of the fact 
presented herein; and require the requesting party to comply with all 
herein stated MSP requirements and pay all applicable fees. The motion 
carried unanimously.

M.O. 21-021511

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

Disposition: Approved.
23. AWARD OF CONTRACT - MARTIN HILL & ROCKY HILL WATER RESERVOIRS PROJECT

Recommendation: That City Council:
1. Award the Martin Hill & Rocky Hill Water Reservoirs Project to the lowest responsive bidder, Specialty Construction, in the amount of $3,602,763.00;
2. Authorize progress payments up to 90% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen construction costs.

City Manager Lollis introduced the item, and Public Works Director Rodriguez presented the staff report. Following presentation of the staff report Mr. Rodriguez indicated that there were a couple of contractors in the audience that wished to comment. Without objection, the Mayor allowed public comment.

- John Halopoff, Halopoff and Sons, acknowledged a mathematical error on their part, alleged that Specialty Construction did not property complete proper forms, and requested that the Council re-bid the project.

- Doug Clauge, Specialty Construction, spoke about his company’s ability to meet the time constraints of the project; commended the City’s prequalification process; and stated that his company looked forward to working with the City on the project.

Council Member McCracken noted the time, and without objection, the meeting was extended to 10:30 p.m.

- Tonya Newson, of Halopoff and Sons, cited Code Section 20162, noted that other bidders had mathematical errors, and questioned their exclusion.

At the Council’s request, the Public Works Director identified the subcontractor’s list as the main issue with the bids received, and stated that in some instances staff was able to determine, based on the information provided if the bid was responsive, while some did not provide enough information.

City Manager Lollis noted that a component of the project was weather sensitive, and added that funding for the project needed to be expended by April 2012. City Attorney Lew advised that she was in support of staff’s recommendation and their actions relative to the evaluation of the bids received.

A discussion ensued regarding the funding requirements and the possibility of having to reimburse the CIEDB funds drawn in the event the project was not completed in time.

Council Member Shelton MOVED to reject all bids and re-bid the project, which died for lack of a second.
COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council award the Martin Hill & Rocky Hill Water Reservoirs Project to the lowest responsive bidder, Specialty Construction, in the amount of $3,602,763.00; authorize progress payments up to 90% of the contract amount; and authorize a 10% contingency to cover unforeseen construction costs.

M.O. 22-021511

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

Disposition: Approved.

The Council took a ten minute recess.

Without objection, the Council continued Item Nos. 25 and 26 to the next regular meeting.

24. CONSIDERATION OF CITY TRANSIT PROGRAM ADMINISTRATION AND MANAGEMENT

Recommendation: That the City Council consider the identification of Mr. Richard Tree to provide administrative services for the City’s Transit Program.

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

The Council discussed concerns regarding the amount of work hours the City would receive for the compensation paid to a contracted employee versus a full time City employee.

- Steve Tree, President of Sierra Management, provided clarification regarding the scope of work and Sierra Management’s obligation to fulfill the contract.

- Linda Clark, Administrative Analyst, spoke of the importance of a smooth transaction after her departure and her confidence in Richard Tree’s abilities. She also voiced support for going out to bid for the services come 2012.

Council Member Shelton spoke in opposition of a no-bid contract for transit management.

Mayor Irish lauded the dedication of Linda Clark during her years of managing transit, and spoke of the weight that her recommendation carried.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council authorize the development of a contract for transit management services, separate from operations contract, to include a scope of work to be brought back to the Council for approval.
M.O. 23-021511

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

Disposition: Direction given.

Item Nos. 25 and 26 were continued to the next Agenda.

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

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

Disposition: Item continued to meeting of March 2nd, 2011.

26. CONSIDERATION OF NAMING CITY CONFERENCE ROOMS

Recommendation: That the City Council consider the suggestions made in the naming of City conference rooms.

Disposition: Item continued to meeting of March 2nd, 2011.

ORAL COMMUNICATIONS
None

OTHER MATTERS
• City Manager John Lollis, spoke of the Public Works Department’s success in securing $1.5 million in CMAQ funds.
• Council Member Ward offered condolences to Vice Mayor Hamilton on the recent passing of his beloved wife Darlene.
• Council Member McCracken offered condolences to Vice Mayor Hamilton.
• Council Member Shelton commented on various upcoming events including the Burton School District’s ground breaking and the Flip the Switch event at Edison’s solar field.

The Council recessed for ten minutes at 10:55 and reconvened in Closed Session.

CLOSED SESSION
It was reported that no reportable action took place.

ADJOURNMENT
The Council adjourned at 11:25 p.m. to the meeting of March 1, 2011 at 5:30 p.m.

SEAL                                                                                                           Luisa Herrera, Deputy City Clerk

__________________________________________________________
Ronald L. Irish, Mayor
Called to Order at 5:30 p.m.

Roll Call:   Vice Mayor Hamilton, Council Member McCracken, Mayor Irish
Absent:   Council Member Ward, Council Member Shelton

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

JOINT CITYCOUNCIL/PORTERVILLE REDEVELOPMENT AGENCY MINUTES
291 N. MAIN STREET, PORTERVILLE, CA
JULY 19, 2011

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

ORAL COMMUNICATIONS
- John Burkey, Barn Theater representative, stated that the Barn Theater was looking forward to working with the City regarding its lease.

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.

CITY COUNCIL CLOSED SESSION:
B. Closed Session Pursuant to:
3- Government Code Section 54956.9(a) – Conference with Legal Counsel – Existing Litigation: Donald Sipple v. City of Alameda, et al., Los Angeles Superior Court Case No. BC462270.
6:30 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION
City Attorney Lew stated that no reportable action had taken place.

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

PROCLAMATIONS
Steve Tree

PRESENTATIONS
Employee Services Awards
Continuum of Care – Ten Year Plan presented by Michelle Smith

REPORTS
Council Member McCracken reported on his attendance at a recent Board of Supervisor’s meeting and updated the Council on ordinances adopted relative to impact fees.

ORAL COMMUNICATIONS
Brock Neeley, a Porterville resident, provided Council Members and staff with copies of a comic book about suicide prevention, and encouraged its distribution.

CONSENT CALENDAR
Item Nos. 11 and 12 were pulled for further discussion.

1. CITY COUNCIL MINUTES OF FEBRUARY 1, 2011 AND JUNE 28, 2011
Recommendation: That the City Council approve the Minutes of February 1, 2011 and June 28, 2011.
Documentation: Minute Order 01-071911
Disposition: Approved

2. REJECT ALL BIDS – SKATE PARK LIGHTING PROJECT
Recommendation: That the City Council reject all bids and direct the City Engineer to re-advertise the project.
Documentation: Minute Order 02-071911
Disposition: Approved

3. AGREEMENT FOR TRANSIT SERVICES BETWEEN THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF PORTERVILLE
Recommendation: That the City Council enter into an agreement for transit services between the
Tulare County Association of Governments and the City of Porterville and authorize the Mayor to sign the agreement.

Documentation: Minute Order 03-071911
Disposition: Approved

4. PLANO BRIDGE WIDENING PROJECT: APPROVAL OF RESOLUTION APPROVING ADDENDUM TO THE NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

Recommendation: That the City Council adopt the draft resolution approving an addendum to the Negative Declaration for the Plano Street Bridge Widening Project.

Documentation: Resolution 34-2011
Disposition: Approved

5. RESOLUTION OPPOSING THE TRANSFER OF THE SEQUOIA NATIONAL MONUMENT TO THE NATIONAL PARK SERVICE

Recommendation: That the City Council approve the draft resolution opposing the transfer of the Giant Sequoia National Monument to the National Park Service.

Documentation: Resolution 35-2011
Disposition: Approved

6. ADOPTION OF THE KINGS/TULARE COUNTY CONTINUUM OF CARE ON HOMELESSNESS "CONNECTING THE DOTS" PLAN FOR ADDRESSING HOMELESSNESS IN KINGS AND TULARE COUNTIES

Recommendation: That the City Council:
1. Approve the draft resolution adopting Connecting the Dots as the guiding local document for addressing homelessness in Kings and Tulare Counties; and
2. Designate the Community Development Director, or his designee, to participate as a member of the Action Committee, to begin implementation of Connecting the Dots.

Documentation: Resolution 36-2011
Disposition: Approved

7. THIS ITEM WAS REMOVED.

8. AIRPORT LEASE RENEWAL – LOT 32C

Recommendation: That the City Council approve the extension of the Lease Agreement between the City of Porterville and William Parham of Porterville, CA, for Lot 32C at
the Porterville Municipal Airport.

9. ASSIGN AIRPORT LEASE – LOT 38

Recommendation: That the City Council approve the assignment of the Lease Agreement for Airport Hangar Lot 38 between the City of Porterville and Mr. & Mrs. Roy Cundiff to Raymond Broad, Manager of the Lighten Up Aviation LLC of Farmersville, CA.

Documentation: Minute Order 05-071911
Disposition: Approved

10. EMERGENCY REPLACEMENT – AIR CONDITIONING UNIT

Recommendation: That the Council ratify the emergency replacement of the air conditioning unit at the City’s “Block House” and authorize payment to Gray’s Air Conditioning in the estimated amount of $6,280.00.

Documentation: Minute Order 06-071911
Disposition: Approved

13. REVIEW OF LOCAL EMERGENCY STATUS

Recommendation: That the City Council:
1. Receive the status report and review 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.

Documentation: Minute Order 07-071911
Disposition: Approved

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council approve Item Nos. 1-10 and 13.

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

11. RATIFICATION OF APPROVAL OF CITY COUNCIL PROCEDURAL HANDBOOK
Recommendation: That the City Council ratify its previous action to adopt the City Council Procedural Handbook.

City Manager Lollis introduced the item, and indicated that the item had been pulled by Council Member McCracken. The staff report was waived at the Council’s request and Council Member McCracken distributed hardcopies of amendments for the Council’s consideration.

Council Member McCracken indicated that the first amendment he had to propose would eliminate potential confusion in the event the Mayor and Vice Mayor were unavailable for a meeting and provided the Council with control over who was to run the meeting.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Mayor Irish that the City Council approve amending Page 8, Section III, Part A, No. 2 to read, “In the absence or incapacity of the Mayor, the Vice Mayor as Mayor Pro Tempore shall serve as Presiding Officer. In the absence of both the Mayor and Vice Mayor, the Council members present shall select one of their number to serve as Presiding Officer for that meeting.”

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

The second recommendation consisted of amending Section IV, C by striking reference to VII-C(1) and inserting X-D(3). City Attorney Lew advised that since the amendment simply corrected a reference that had changed during revisions it did not require Council action. The Council agreed that the correction be made.

The third amendment, Council Member McCracken explained, allowed Council discretion with regards to seating to account for health conditions and establishes priorities for choices.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council approve amending Page 8, Section III, Part A, No. 3 to read, “Seating Arrangement of the Council: Shall be at Council discretion with preference being given to health conditions, seniority, individual Council member preferences, and the Mayor’s preferences, in that order.”

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

The fourth amendment proposed by Council Member McCracken conformed handbook terminology to current practices to eliminate confusion.

COUNCIL ACTION: MOVED by Mayor Irish, SECONDED by Vice Mayor Hamilton that the
City Council approve amending Page 8, Section III, Part A, No. 4 to read,
“The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by the Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor may sign the required documents.”

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

Council Member McCracken explained that his fifth proposed amendment clarified the responsibility for determining when “extensive research” was necessary and clarified what would be provided to other council members.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council approve amending Page 13, Section V, B to read, “All City Council Member requests for information or documents which require extensive research, in the opinion of the City manager, shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council upon completion of the research, the information or documents will be forwarded to the City Council Members by the City Manager.”

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

The sixth and final amendment proposed by Council Member McCracken restored Council control of optional agenda items and minimized the opportunity for a Mayor or other Council member to individually control or influence the selection of agenda items.

COUNCIL ACTION: MOVED by Mayor Irish, SECONDED by Vice Mayor Hamilton that the City Council approve amending Page 13, Section V, C, third paragraph to read, “The City Manager shall place any Council Member request for an agenda item on the next available agenda as a Consent Calendar item for Council approval to be included as a Scheduled Matter on the next available agenda. This does not prevent any Council Member from moving to place an item on the next available agenda during Other Matters of the current agenda.”
AYES: McCracken, Hamilton, Irish
NOES: None
ABSTAIN: None
ABSENT: Ward, Shelton

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council ratify its previous action to adopt the City Council Procedural Handbook, as amended.

M.O. 08-071911
AYES: McCracken, Hamilton, Irish
NOES: None
ABSTAIN: None
ABSENT: Ward, Shelton

Disposition: Approved, as amended.

12. STATE BUDGET IMPACTS TO THE CITY OF PORTERVILLE

Recommendation: None. For information only.

City Manager Lollis introduced the item and indicated that the item had been pulled by Vice Mayor Hamilton, who requested that the staff report be read for the public due to its significance.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council accept the informational report.

M.O. 09-071911
AYES: McCracken, Hamilton, Irish
NOES: None
ABSTAIN: None
ABSENT: Ward, Shelton

Disposition: Approved

The Council recessed for ten minutes.

PUBLIC HEARINGS

14. BUDGET ADJUSTMENT/CITIZENS’ OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

Recommendation: That the City Council:
1. Conduct a public hearing to receive public comment; and
2. Authorize use of these funds to offset costs for personnel assigned to the department’s Patrol Division, including necessary training, equipment, and overtime costs; and
3. Approve a budget adjustment reducing the Police Department’s 2011-2012 General Fund Budget by $100,000 and increasing the Police
Department’s Special Safety Grants-Citizens’ Option for Public Safety (COPS) budget by $100,000.

City Manager Lollis introduced the item, and Chief of Police Chuck McMillan presented the staff report.

The public hearing was opened at 7:31 p.m. Seeing no one, the Mayor closed the public hearing at 7:32 p.m.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council authorize the use of these funds to offset costs for personnel assigned to the department’s Patrol Division, including necessary training, equipment, and overtime costs; and approve a budget adjustment reducing the Police Department’s 2011-2012 General Fund Budget by $100,000 and increasing the Police Department’s Special Safety Grants-Citizens’ Option for Public Safety (COPS) budget by $100,000.

Resolution 37-2011
AYES: McCracken, Hamilton, Irish
NOES: None
ABSTAIN: None
ABSENT: Ward, Shelton

Disposition: Approved

SCHEDULED MATTERS
15. AUTHORIZATION TO ROLL WEED ABATEMENT BALANCES TO THE PROPERTY TAX ROLLS

Recommendation: That the City Council adopt the draft resolution authorizing the County Auditor to place these items on the property tax rolls for collection, and to authorize staff to file ‘Notice of Lien’ as appropriate.

City Manager Lollis introduced the item, and Finance Director Maria Bemis presented the staff report. In response to an inquiry from the Council Ms. Bemis indicated that the balances were higher than they had been in previous years.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council approve the draft resolution authorizing the County Auditor to place these items on the property tax rolls for collection, and to authorize staff to file ‘Notice of Lien’ as appropriate.

Resolution 38-2011
AYES: McCracken, Hamilton, Irish
NOES: None
ABSTAIN: None
ABSENT: Ward, Shelton
16. CONSIDERATION TO NEGOTIATE AGREEMENT FOR A GOLF PROFESSIONAL FOR THE MUNICIPAL GOLF COURSE

Recommendation: That the City Council authorize staff to negotiate an Operating Agreement with Mr. Butler for Management of the Municipal Golf Course.

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

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council authorize staff to negotiate an Operating Agreement with Mr. Butler for Management of the Municipal Golf Course.

M.O. 10-071911
AYES: McCracken, Hamilton, Irish
NOES: None
ABSTAIN: None
ABSENT: Ward, Shelton

Disposition: Approved

17. CONSIDERATION TO MAINTAIN THE PORTERVILLE REDEVELOPMENT AGENCY

Recommendation: That the City Council:
1. Approve Option 1 directing staff to bring back an ordinance maintaining Redevelopment Project Area No. 1 as amended; and
2. Direct staff to make payments subject to ABX1 27.

City Manager Lollis introduced the item, and Community Development Director Brad Dunlap presented the staff report which included a slide presentation.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council approve Item Nos. 1-10 and 13.

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

Disposition: Approved

18. PRELIMINARY ANNUAL ENGINEER’S REPORT OF ASSESSMENTS FOR LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS AND SETTING A PUBLIC HEARING
Recommendation: That the City Council:
1. Adopt the draft resolutions:
   a. Ordering the preparation of an Engineer’s Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 2011-2012;
   b. Giving preliminary approval to the Engineer’s Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2011-2012; and
   c. Declaring the intent to levy and collect assessments for Fiscal Year 2011-2012, and offering a time and place for hearing objections thereto.
2. Further, that the City Council set a public hearing for 6:30 p.m. on August 2, 2011 regarding the Engineer’s Report and proposed assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2011-2012.

City Manager Lollis introduced the item. City Attorney Lew advised that all three Council Members in attendance would participate by rule of necessity. Parks and Leisure Services Director Stowe then presented the staff report. Following the report, Mayor Irish lauded staff’s efforts to improve the appearance and condition of the landscape.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council approve the draft resolutions ordering the preparation of an Engineer’s Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 2011-2012; giving preliminary approval to the Engineer’s Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2011-2012; and declaring the intent to levy and collect assessments for Fiscal Year 2011-2012, and offering a time and place for hearing objections thereto. Further, that the Council approve the scheduling of a public hearing for 6:30 p.m. on August 2, 2011 regarding the Engineer’s Report and proposed assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2011-2012.

Resolution 39-2011
Resolution 40-2011
Resolution 41-2011

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

Disposition: Approved

ORAL COMMUNICATIONS

- Brock Neeley stated that he noticed an improvement in the mood of the meeting.
OTHER MATTERS

- Council Member McCracken spoke about the solar panel covered parking lot at Setton Pistachio, and stated that he looked forward to seeing a similar project in Porterville.
- Mayor Irish lauded the Leadership Porterville Class of 2011 and their graduation ceremony which took place on the 15th.

ADJOURNMENT

The Council adjourned at 8:00 p.m. to the meeting of August 2, 2011 at 5:30 p.m.

______________________________
SEAL        Luisa Herrera, Deputy City Clerk

_________________________________
Ronald L. Irish, Mayor
SUBJECT: PURCHASE OF SPECIALIZED EQUIPMENT

SOURCE: Finance Department/Purchasing Division

COMMENT: In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87 adopted by Council on October 10, 1987, Staff hereby requests approval to begin negotiations for the purchase of the following specialized equipment for the various departments:

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>DESCRIPTION</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Extrication Equipment $ 40,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle Fire Prop 60,000</td>
<td></td>
</tr>
<tr>
<td>Parks</td>
<td>Groundsmaster Mower 20,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Turf Vacuum 43,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stump Grinder 40,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flail Mower 6,700</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Emergency Generator (City Hall) 45,000</td>
<td></td>
</tr>
<tr>
<td>Water Distribution</td>
<td>SCADA Upgrade 60,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chlorine Generation Station 40,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crane Service Bodies (3) 51,000</td>
<td></td>
</tr>
<tr>
<td>Solid Waste</td>
<td>Commercial Bins &amp; Roll-off Containers 60,000</td>
<td>96,000</td>
</tr>
<tr>
<td></td>
<td>Automated Containers</td>
<td></td>
</tr>
<tr>
<td>Sewer Collection</td>
<td>Portable Sewer Jetter 60,000</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Commercial Diesel Truck 130,000</td>
<td></td>
</tr>
<tr>
<td>Equipment Maint.</td>
<td>Shop Forklift 35,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Freon Recycler 5,000</td>
<td></td>
</tr>
</tbody>
</table>

Funds for the purchase of this equipment are available in the Equipment Replacement Funds, Indian Gaming Grant and Capital Outlay Budgets.

RECOMMENDATION: That Council authorize purchase by negotiation of the specialized equipment listed and authorize payment for said equipment upon satisfactory delivery.

D.D. [Signature] Appropriated/Funded [Signature] C.M. [Signature] Item No. 2
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: AWARD CONTRACTS – LANDSCAPE MAINTENANCE, VARIOUS LANDSCAPE MAINTENANCE DISTRICTS

SOURCE: Finance Department/Purchasing Division

COMMENT: Staff solicited bids for providing landscape maintenance for various landscape maintenance districts (LMD’s) located throughout City boundaries. Parks Department staff grouped the districts into five (5) LMD Groupings with the locations and square footage identified on the attached Exhibit “A.” In response to solicitation, the following seven (7) bids were received, all of which were responsive to the specifications:

<table>
<thead>
<tr>
<th>LMD Group #1 (47,462 sq. ft.)</th>
<th>Sq.Ft. Price</th>
<th>Amount/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perfect Care Landscape Mtn., Tulare</td>
<td>$0.01416</td>
<td>$ 672.06</td>
</tr>
<tr>
<td>Evergreen Lawn Care, Clovis</td>
<td>.015</td>
<td>711.93</td>
</tr>
<tr>
<td>Westscapes, Hanford</td>
<td>.0198</td>
<td>939.75</td>
</tr>
<tr>
<td>Clean Cut Landscape, Clovis</td>
<td>.02</td>
<td>949.24</td>
</tr>
<tr>
<td>Porterville Sheltered Workshop, Porterville</td>
<td>.032335</td>
<td>1,534.68</td>
</tr>
<tr>
<td>Ray’s Landscape, Sanger</td>
<td>.05</td>
<td>2,373.10</td>
</tr>
<tr>
<td>Langscaping, Fresno</td>
<td>.07</td>
<td>3,322.34</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>LMD Group #2 (125,477 sq. ft.)</th>
<th>Sq.Ft. Price</th>
<th>Amount/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean Cut Landscape, Clovis</td>
<td>$0.0111</td>
<td>$1,392.79</td>
</tr>
<tr>
<td>Perfect Care Landscape Mtn., Tulare</td>
<td>$0.01416</td>
<td>1,776.75</td>
</tr>
<tr>
<td>Evergreen Lawn Care, Clovis</td>
<td>.015</td>
<td>1,883.00</td>
</tr>
<tr>
<td>Porterville Sheltered Workshop, Porterville</td>
<td>.019384</td>
<td>2,432.25</td>
</tr>
<tr>
<td>Westscapes, Hanford</td>
<td>.0198</td>
<td>2,484.44</td>
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<td>Ray’s Landscape, Sanger</td>
<td>.05</td>
<td>6,273.85</td>
</tr>
<tr>
<td>Langscaping, Fresno</td>
<td>.07</td>
<td>8,788.39</td>
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<table>
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<tr>
<th>LMD Group #3 (51,377 sq. ft.)</th>
<th>Sq.Ft. Price</th>
<th>Amount/Month</th>
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<tbody>
<tr>
<td>Perfect Care Landscape Mtn., Tulare</td>
<td>$0.01416</td>
<td>$ 727.50</td>
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<tr>
<td>Evergreen Lawn Care, Clovis</td>
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<td>770.00</td>
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<td>Clean Cut Landscape, Clovis</td>
<td>.016</td>
<td>822.03</td>
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<tr>
<td>Westscapes, Hanford</td>
<td>.0198</td>
<td>1,017.26</td>
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<tr>
<td>Porterville Sheltered Workshop, Porterville</td>
<td>.029117</td>
<td>1,529.54</td>
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<td>Ray’s Landscape, Sanger</td>
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<td>2,268.85</td>
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<td>Langscaping, Fresno</td>
<td>.07</td>
<td>4,110.16</td>
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<table>
<thead>
<tr>
<th></th>
<th>Sq.Ft. Price</th>
<th>Amount/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LMD Group #4 (23,797 sq. ft.)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Perfect Care Landscape Mtnc., Tulare</strong></td>
<td>$0.01416</td>
<td>$336.97</td>
</tr>
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<td>Evergreen Lawn Care, Clovis</td>
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<td>Westscapes, Hanford</td>
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<td>.04</td>
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<td>Ray’s Landscape, Sanger</td>
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<td>1,198.85</td>
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<td>Porterville Sheltered Workshop, Porterville</td>
<td>.058773</td>
<td>1,398.62</td>
</tr>
<tr>
<td>Langscaping, Fresno</td>
<td>.08</td>
<td>1,903.76</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>LMD Group #5 (154,362 sq. ft.)</strong></th>
<th>Sq.Ft. Price</th>
<th>Amount/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clean Cut Landscape, Clovis</strong></td>
<td>$0.0123</td>
<td>$1,898.65</td>
</tr>
<tr>
<td>Perfect Care Landscape Mtnc., Tulare</td>
<td>.01416</td>
<td>2,185.77</td>
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<td>Evergreen Lawn Care, Clovis</td>
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<td>Westscapes, Hanford</td>
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<td>3,056.37</td>
</tr>
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<td>Porterville Sheltered Workshop, Porterville</td>
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<td>7,096.02</td>
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<td>Ray’s Landscape, Sanger</td>
<td>.05</td>
<td>7,718.10</td>
</tr>
<tr>
<td>Langscaping, Fresno</td>
<td>.08</td>
<td>12,348.96</td>
</tr>
</tbody>
</table>

Staff has reviewed the bids and finds the two low bidders to be responsive to the specifications. Staff has further determined that it would be in the best economical interest of the City to award contracts to two landscape maintenance contractors. Terms are for three (3) years with optional one-year renewals subject to mutually agreeable negotiations. Funds for these services have been appropriated in the various LMD’s operating budgets.

**RECOMMENDATION:** That Council award the contracts for LMD Groupings #1, #3 and #4 to Perfect Care Landscape Maintenance of Tulare, and LMD Groupings #2 and #5 to Clean Cut Landscape of Clovis. Further, that Council authorize regular payments upon satisfactory performance of the required services.

**ATTACHMENT:** LMD Groupings, Exhibit “A”
Landscape Maintenance Districts Groupings  
Square Footage as of January 2011

<table>
<thead>
<tr>
<th>LMD</th>
<th>Location</th>
<th>Sq Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Westwood Original</td>
<td>Kevin Lane &amp; Westwood Street</td>
</tr>
<tr>
<td></td>
<td>Westwood IV</td>
<td>White Chapel Ave &amp; Westwood St (frontage &amp; median)</td>
</tr>
<tr>
<td></td>
<td>Westwood V</td>
<td>Brandy Way &amp; Henderson Ave</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>Porter Creek Estates</td>
<td>Porter Creek Ave &amp; Westwood Street</td>
</tr>
<tr>
<td></td>
<td>Creekview Estates</td>
<td>Porter Creek Ave &amp; Elderwood Street</td>
</tr>
<tr>
<td></td>
<td>North Creek Estates</td>
<td>Nancy Ave &amp; Westwood Street</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td>Williams Ranch I</td>
<td>Westfield Ave &amp; Silver Maple Street</td>
</tr>
<tr>
<td></td>
<td>Williams Ranch II</td>
<td>Westwood Street &amp; Luisa Ave</td>
</tr>
<tr>
<td></td>
<td>Orchard Ridge</td>
<td>Lombardi Street (north of Westfield Ave)</td>
</tr>
<tr>
<td></td>
<td>Meadow Breeze</td>
<td>Newcomb Street &amp; Nancy Ave</td>
</tr>
<tr>
<td></td>
<td>Castlewood Estates</td>
<td>Newcomb Street &amp; Median Ave</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td>LaVida Park</td>
<td>Beverly Street &amp; LaVida Ave</td>
</tr>
<tr>
<td></td>
<td>Westview Estates</td>
<td>Cobb Street &amp; San Carlos Street</td>
</tr>
<tr>
<td></td>
<td>Wisconsin Manor</td>
<td>Wisconsin Street &amp; Mulberry Ave</td>
</tr>
<tr>
<td></td>
<td>Moorea Manor</td>
<td>San Lucia Ave &amp; Newcomb Street</td>
</tr>
<tr>
<td></td>
<td>River Springs</td>
<td>Newcomb Street &amp; Date Ave</td>
</tr>
<tr>
<td></td>
<td>River Breeze</td>
<td>Newcomb Street &amp; River Springs Ave</td>
</tr>
<tr>
<td></td>
<td>Summit Estates</td>
<td>Mathew Street &amp; Orange Ave (lot on Orange)</td>
</tr>
<tr>
<td></td>
<td>Amalene Estates</td>
<td>Westwood Street &amp; Vine Ave</td>
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<tr>
<td></td>
<td>Ford Estates</td>
<td>Westwood Street &amp; Roby Ave</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>#5</td>
<td>Sierra Estates</td>
<td>Leggett Street &amp; Grand Ave</td>
</tr>
<tr>
<td></td>
<td>Sierra Meadows</td>
<td>Gibbons Ave &amp; Indiana Street</td>
</tr>
<tr>
<td></td>
<td>New Expressions</td>
<td>Lybarger &amp; Route 65</td>
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<tr>
<td></td>
<td>Jasmine Ranch</td>
<td>Hillcrest Street &amp; Jasmine Drive</td>
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<tr>
<td></td>
<td>Casa Buena Vista</td>
<td>Casa Del Rio &amp; Date Ave</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

EXHIBIT “A”
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: APPROVAL OF MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

SOURCE: Public Works Department – Transit Division

COMMENT: The Tulare County Association of Governments, acting as the Local Transportation Authority ("Authority"), is requesting that the City of Porterville approve and submit a Program Supplement to Cooperative Agreement for the City of Porterville Transit program. This Program Supplement will allow the City of Porterville Transit program to continue receiving operating funds from Measure R to be utilized towards expansion routes. The City is entitled to $105,000 per year in Transit operating assistance through Measure R.

As stated above, Measure R operating funds are designated for transit expansion. The route approved under these guidelines is Route 8 which was implemented in August of 2008. Additionally, the City modified Routes 6 and 7 to expand service to areas not previously served.

Staff has prepared the attached Program Supplement and Attachment “A” to allow the City of Porterville to continue receiving Measure R Transit operating assistance.

RECOMMENDATION: That the City Council:

1. Approve the attached Resolution in support of the Program Supplement to Cooperative Agreement;
2. Authorize the Mayor and City Clerk to execute the Program Supplement; and
3. Authorize staff to forward the executed Program Supplement to TCAG for approval.

ATTACHMENTS: Program Supplement to Cooperative Agreement with Exhibit “A” attached

Resolution

P:\pub\works\General\Council\Approval of Measure R Program Supplement to Cooperative Agreement - 2011-08-02.doc

Dir [Signature] Appropriated/Funded [Signature] CM [Signature] Item No. 4
MEASURE R PROGRAM SUPPLEMENT TO 
COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on ________________, by 
and between the CITY OF PORTERVILLE, (Sponsor) and the TULARE COUNTY 
ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority 
(Authority).

This Program Supplement hereby incorporates the “Measure R Cooperative 
Agreement” for Measure R Expenditures which was entered into between the Sponsor 
and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. 
This Program Supplement is executed under authority of Resolution No. _____, 
approved by the Sponsor on August 2, 2011. (See copy attached)

Project Scope, Costs, and Schedule are incorporated herein as Attachment “A” and 
agreed upon by Sponsor and Authority.

Covenants of Sponsor

1.1 SPONSOR agrees that it will only proceed with work authorized for 
specific phase(s) with a written “Authorization to Proceed” or Authority action and will 
not proceed with future phase(s) of this project(s) prior to receiving a written 
“Authorization to Proceed” or Authority action.

1.2 The SPONSOR will advertise, award, and administer the project(s) in 
accordance with SPONSOR standards.

1.3 Award information shall be submitted by the SPONSOR to the 
AUTHORITY within 60 days after the project contract award.

1.4 Failure to submit award information in accordance with Section 1.3 will 
cause a delay (without interest or penalties) in AUTHORITY processing invoices for the 
construction phase.

1.5 If no costs have been invoiced for a six-month period, SPONSOR agrees 
to submit for each phase a written explanation of the absence of project(s) activity along 
with target billing date and billing amount.
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: ____________________________
    Authority Director

CITY OF PORTERVILLE

By: ____________________________
    Ronald L. Irish
    Mayor

By: ____________________________
    John Lollis
    City Clerk

ATTEST:
ATTACHMENT “A”
PROJECT SCOPE, COSTS AND SCHEDULE

PORTERVILLE TRANSIT – FY 2011/12

Operations
In line with the FY 2008/09 service expansions outlined in the 2006 City of Porterville Short Range Transit Plan, Measure R funds provided to the City of Porterville will be used to offset the cost of the additional fixed route within the City. This new route has been deployed within the northeastern section of the City, an area of growing development that previously had no access to fixed route service. The route began in August of 2008.

Based on a review of current and past fixed route operations data, we have calculated the base annual net operating cost of a new route to be approximately $168,471. Measure R funds are being requested to account for a portion of the cost of this route expansion, with additional costs being covered by TDA funds.

Measure R Operating Costs Allocated: $105,000 per year
Monthly allocation: $8,750 per month

Total Measure R Funds Requested:
Operating Costs $8,750 per month

We are further attaching Operating Costs data for Fiscal Year 2010/11 as back-up for this Fiscal Year 2011/12 Request.
FIXED ROUTE
OPERATING COSTS FOR ROUTE 8
FISCAL YEAR 2010/2011 BACK-UP FOR
FISCAL YEAR 2011/2012 REQUEST

Total Fixed Route Operating Costs for FY 2010/2011 $1,354,174
Operating Cost per Route (7 routes – Rt. 7 and 8 share one bus
and will share operating costs) $ 169,271

(Routes 1 through 6 run on 40-min. headways – Routes 7 and 8 run
on 80-min. headways)

Operating Cost per Route divided by one-half (Rt. 8 share of costs) $ 84,635
Rt. 8 – share of Operating Costs for FY 10/11 $ 84,635

The City of Porterville has been receiving Measure R funds for operating costs for expansion services for Fiscal Year 2010/2011. The above is a general over-all breakdown on total operating costs. However, we have been submitting quarterly reports indicating operating costs for Route 8, as well as new expansion areas implemented in Fiscal Year 2010/2011 for Routes 6 and 7. With all three routes seeing expansion, the City is spending more than the Measure R funds received to off-set the expansion costs. We will continue to generate the quarterly reports to show actual costs as they are accruing.

The City of Porterville is requesting the sum of $8,750 per month in operational funding from Measure R for transit operations during Fiscal Year 2011/2012. This funding will go toward the Route 8 expenses for FY 2011/2012, as well as assistance with route expansions recently implemented on Routes 6 and 7.
RESOLUTION NO. _____-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL
FOR THE MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE
AGREEMENT FOR THE CITY OF PORTERVILLE TRANSIT PROGRAM

WHEREAS, the City of Porterville Transit program is eligible to receive
operational costs for Route 8 that began in August 2008, which route by
definition meets the Measure R guidelines of transit expansion; and

WHEREAS, the City of Porterville made additional modifications to Routes
6 and 7 in Fiscal Year 2009/10 to expand service to areas not previously served; and

WHEREAS, the Tulare County Association of Governments (TCAG) is
requesting that the City of Porterville approve and submit a Program Supplement
to Cooperative Agreement that will allow the City to receive Measure R Transit
Funds for Operating Expenses for Fiscal Year 2011/2012;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City
of Porterville does hereby affirm and approve support of the Measure R Program
Supplement to Cooperative Agreement for the City of Porterville Transit program,
and authorizes the Mayor and City Clerk to execute the Program Supplement,
and any other related documents as may be required.

PASSED, ADOPTED AND APPROVED this 2nd day of August, 2011.

__________________________________________
Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: APPROVAL OF THE AMENDED JOINT POWERS AGREEMENT FORMING THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS

SOURCE: Public Works Department - Transit

COMMENT: The City of Porterville joined California Transit Systems Joint Powers Authority (CalTIP or Authority) in 2003 to obtain liability coverage, vehicle physical damage coverage and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. CalTIP has provided competitive and stable rates and needed risk management services over the years.

CalTIP, similar to many other self-insurance pools, was formed in 1987 during a difficult time for public entities to obtain coverage from the insurance market. Although the difficulty of obtaining insurance from the standard markets eventually waned, the coverage provided by the insurance industry usually was not tailored to the specific needs of the public entities and did not provide the tailored risk management services.

CalTIP was formed with the signing of a joint powers agreement by each of its members. This agreement was drafted in 1987 and has not been changed since. Although the agreement has not changed, CalTIP has. It has added a vehicle physical damage program, a more robust safety and loss control program, a more refined means of accounting for funds, expenses and claims costs.

CalTIP now participates in a larger public entity self-insurance pool for higher limits of liability. Because of the growth of activities, committees were formed with certain authorities that align with the current activities of the Authority. In addition to CalTIP changing, there have been changes in the laws pertaining to joint powers authorities. An example of a significant change includes allowing distribution of excess contributions based on the claims and losses paid and acknowledging that the withdrawal of one member does not cancel the contract as respects to the other signatories or parties to the agreement.
In addition, the original joint powers agreement was restrictive in that it provided detailed information on the one program, the liability program, for which the joint powers authority was initially created. It did not specifically recognize the addition of new programs developed to meet the needs of the members. For these reasons, the CalTIP Board of Directors felt it was time to update the agreement to reflect the changes that have occurred in the last twenty-four years and craft a document that is responsive to future changes in CalTIP, the legal environment, and its members.

The revised Agreement attached herein was reviewed by the CalTIP Oversight Committee and the Board of Directors. The Agreement was distributed to all the members, asking for comments from each of the members. The comments were brought back to the Oversight Committee and revisions were made to the Agreement. The revised Agreement was taken to the Board of Directors, who commented further and moved to have the Agreement sent to the members’ governing bodies for adoption.

RECOMMENDATION: That the City Council:

1. Approve the attached Resolution in support of the Amended Joint Powers Agreement;

2. Authorize the Mayor and City Clerk to execute the Amended Joint Powers Agreement; and

3. Authorize staff to forward the executed Amended Joint Powers Agreement to CalTIP.

ATTACHMENTS: Resolution
Amended CalTIP Joint Powers Agreement – May 2011
RESOLUTION NO. ___-2011

RESOLUTION OF THE CITY COUNCIL OF CITY OF PORTERVILLE APPROVING
THE AMENDED JOINT POWERS AGREEMENT FORMING THE CALIFORNIA
TRANSIT SYSTEMS JOINT POWERS AUTHORITY

WHEREAS, on December 16, 2003, the City Council approved entering into an
agreement that provided for the creation of the California Transit Systems Joint Powers
Insurance Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities
and other losses and providing risk management services to reduce such losses;

WHEREAS, CalTIP has provided the City of Porterville coverage for such liabilities
including losses to vehicles at stable and overall cost-effective pricing;

WHEREAS, the City Council of City of Porterville finds it in the best interest of the City
of Porterville to continue its participation in CalTIP and obtain liability coverage and risk
management services from CalTIP;

WHEREAS, the Joint Powers Agreement of CalTIP has retained its original form as
drafted in 1987, and there have changes in laws and the operations of CalTIP since that
time;

WHEREAS, the City Council recognizes these changes and the need to amend the
CalTIP Joint Powers Agreement to enable CalTIP to benefit from the changes in laws,
adapt to changes in the environment that CalTIP operates, and to benefit from the
developments in managerial and operational techniques of the joint powers authority for
the purpose of jointly funding tort liabilities and other losses facing the parties to the
agreement in the future.

NOW, THEREFORE, BE IT RESOLVED that the City Council of City of Porterville
accepts the changes to the Joint Powers Agreement as presented, and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign the
amended Joint Powers Agreement that shall enable the City of Porterville to continue to
enjoy the joint self-insurance and risk management programs provided by CalTIP.

PASSED, ADOPTED AND APPROVED this 2nd day of August, 2011.

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

______________________________________________
Ronald L. Irish, Mayor
CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

JOINT POWERS AUTHORITY AGREEMENT

May 2011
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JOINT POWERS AUTHORITY AGREEMENT

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY (CalTIP)

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This Agreement is executed in the State of California by and among those public entities which are parties signatory to this Agreement. All parties signatory to this Agreement shall hereinafter be called “Party” [collectively “Parties”].

RECATIALS

Whereas, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

Whereas, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

Whereas, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

This amended Agreement replaces the original Agreement and any prior amendments that may exist.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
- Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint powers authorities or other public entity pooling arrangements,
- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
- Purchasing jointly administrative and other services, including risk management, loss prevention, and legal defense in connection with the Coverage Programs.
ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. “Authority” shall mean the California Transit Systems Joint Powers Authority.
2. “Board” or “Board of Directors” shall mean the governing board of the Authority.
3. “Coverage Programs” shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. “Coverage Program Documents” shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. “Contributions” shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. “Governing Documents” shall be those documents described in Article VII, Governing Documents.
7. “Member” or collectively “Members” shall mean a Party who is participating in a particular Coverage Program.
8. “Party” shall mean a signatory to this Agreement.
9. “Officer” shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties’ intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement was effective from May 1, 1987 and shall stay in full force, as is, as amended on May 1, 2012 or any other subsequent amendments, until terminated in accordance with Article XX.
ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The Board of Directors shall adopt Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members rights and duties, the Authority’s rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority’s operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and an Alternate to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.
ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one Alternate from each Party to this Agreement. The Party shall appoint by official action an officer or employee of the Party to be the Director and such appointment shall remain in effect until such time as the Party appoints another to be the Director. The Party shall appoint by official action an officer or employee of the Party to be the Alternate and such appointment shall remain in effect until such time as the Party appoints another to be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the Director for which he/she is an Alternate is absent from the meeting.

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority’s Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.
ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application, with at least two-thirds affirmative vote of the entire Board. The membership shall become effective upon the Board’s approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party’s request pursuant to the Bylaws at any time.
ARTICLE XVIII - EXPULSION

The Authority may expel a Party to this Agreement as a Party by a three-fourth vote of the entire Board. The Party shall be given written notice of such action of the Board at least ninety-days prior to the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties’ Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly
upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

ARTICLE XXII - NOTICES

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution.

ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXIV - ARBITRATION

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXV - AMENDMENTS

This Agreement may be amended at any time by approval of three-fourths of the Parties.
ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

Date: ____________________________  By: ____________________________

Printed Name of Authorized Signor

________________________________________
Signature of Authorized Signor

________________________________________
Title of Authorized Signor

________________________________________
Name of Agency
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: APPROVAL OF THE AMENDED AGREEMENT FOR TRANSIT SERVICES FOR COLLEGE OF THE SEQUOIAS STUDENTS

SOURCE: Public Works Department – Transit Division

COMMENT: On September 3, 2010, College of the Sequoias (COS) students voted to implement a mandatory transportation fee that would provide students with an unlimited fixed route transit pass valid on Tulare County fixed route Bus Services and Kings Area Rural Transit fixed routes. The Tulare County bus services include the following transit providers: City of Visalia, City of Tulare, City of Dinuba, City of Porterville, and the County of Tulare.

The term of the existing agreement expired on May 31, 2011. The amended agreement allows TCAG and the City of Porterville to enter into a renewable agreement for transit services during the spring semester of 2011 for transit services for College of the Sequoias students. The amended agreement will expire December 2011.

The revised Agreement attached was reviewed by all of the transit providers in both the County of Tulare and Kings County and requested to take before their respective governing boards for approval.

RECOMMENDATION: That the City Council:

1. Approve the attached Resolution in support of the Amended Transit Services for COS Students Agreement;

2. Authorize the Mayor and City Clerk to execute the Amended Transit Services for COS Students Agreement; and

3. Authorize staff to forward the executed Amended Transit Services for COS Students Agreement to TCAG.

ATTACHMENT: Resolution

[Approval of the Amended Agreement for Transit Services for College of the Sequoias Students - 2011-08-02.doc]

[Signature] Appropriated/Funded [CM] Item No. 6
RESOLUTION NO. ___-2011

RESOLUTION OF THE CITY COUNCIL OF CITY OF PORTERVILLE APPROVING THE AMENDED AGREEMENT FOR TRANSIT SERVICES FOR COLLEGE OF THE SEQUOIAS STUDENTS

Tulare County Association of Governments Agreement (effective 12/14/10) with transit providers and the College of the Sequoias to provide transit services for College of the Sequoias students is amended on August 2, 2011, between the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, hereinafter referred to as “TCAG” and “CITY OF PORTERVILLE”, hereinafter referred to as “AGENCY” with reference to the following:

A. TCAG and AGENCY entered into a renewable agreement for transit services during the spring semester of 2011 for transit services for College of the Sequoias students.

B. TCAG and AGENCY agree to amend the attached Agreement to extend the term of service to include August 1, 2011 through December 31, 2011.

C. Payment will be made by College of the Sequoias to TCAG on or before the following dates: July 1 and October 1. TCAG will transfer those funds monthly to participating agencies within 10 business days of receiving the monthly summary of all COS Student ridership which is due the 15th day of every month.

D. This amendment shall become effective August 1, 2011.

ACCORDINGLY, IT IS AGREED:

I. The attached agreement for transit services (effective 12/14/10) in Tulare County is added in its entirety to this amendment, which Exhibit is made a part of this amendment by reference.

II. Except as provided above, all other terms and conditions of the attached agreement for transit services in Tulare County shall remain in full force and effect.
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Date________________________ By________________________________________

Chair, TCAG

ATTEST: TED SMALLEY
Executive Director
Tulare County Association of Governments

By________________________________________

Executive Director, TCAG

CITY OF PORTERVILLE

Date________________________ By________________________________________

Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
CONSENT CALENDAR

SUBJECT: A MASTER SIGN PROGRAM FOR THE JAYE STREET CROSSING COMMERCIAL DEVELOPMENT, IN ACCORDANCE WITH ADOPTED DESIGN OVERLAY SITE REVIEW AND DEVELOPMENT ORDINANCE STANDARDS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: The applicant is requesting approval of the proposed Master Sign Program for Jaye Street Crossing commercial development located on the east side of Jaye Street between Springville Drive and State Route 190. The Master Sign Program creates design standards for future business sign construction at the project site. The sign program is intended to be an implementation tool to ensure that all proposed signage conforms to the established conditions of approval for the commercial development, the development code, architectural compatibility incorporated into the development and is well located. Section 305.13(e) of the recently adopted Sign Ordinance states Master Sign Programs can be approved by the Zoning Administrator, unless the signs are associated with a project that requires City Council approval. Resolution 41-2010 for Design Overlay Site Review 02-2008, Modification No. 1, item 3 states, “A Master Sign Program must be approved by City Council for the Jaye Street Crossing commercial center prior to issuance of a sign permit for the project.”

The attached program contains two (2) 6 foot-high individual tenant monument style signs and three (3) 10 foot-high multi-tenant or center identification monument style signs. There is one 40 foot-tall center identification sign proposed at the southeast corner of the project site plan along Kessing Avenue. The sign plan also includes design regulations for wall mounted signs on the proposed buildings to ensure that all signage be done in a scale that will be both effective in advertising businesses and keep the signs in proper scale with the size of the buildings.

Each monument sign has been designed with a Spanish-Mediterranean architectural style, with rock veneer accents and colors, consistent with the commercial center’s proposed buildings.

The size, appearance, and location of each sign has been considered in order to achieve the best possible scale, and ensure the effectiveness of advertising efforts. As proposed by the applicant, the sign program is more restrictive in maximum sign numbers, size, and height than the development code, with the exception of the center identification sign. This limitation protects the desired design environment envisioned by the applicant for this center.

The proposed sign program is not intended to alter installation requirements of the building code or other city codes and ordinances. The sign program simply specifies the number, size and location of freestanding and wall signage for the development. If the City Code is more restrictive than the Master Sign Program in terms of installation of the signs, the current City Code will prevail.

Appropriated/Funded N/A  CM  Item No. 7
The 40 foot-high center identification sign does exceed the maximum height limit contained within the Development Code by five feet. However, staff recommends approval of this height based upon the following considerations:

1. The adjacent highway is large in scale (width etc.), thus minimizing the impact of a large sign.
2. Vehicles tend to travel at high speeds on the adjacent highway, and thus may benefit from a taller sign than would otherwise be allowed.
3. There are grade separated intersections along the highway to the east and west that may obscure signage to some degree for vehicles approaching the center. There are also two large mature trees east of the site that somewhat obscure the visibility of the site signage as well.
4. The shopping center taken as a whole is large in scale and the proposed sign does not appear to dwarf smaller buildings or appear out of place in scale.
5. The proposed sign is not adjacent to residential or other sensitive uses and is not expected to cause neighborhood compatibility issues.
6. The sign height is the same as the Riverwalk Marketplace center identification sign, located further west on State Route 190.

RECOMMENDATION: That the City Council approve the proposed Master Sign Program for the Jaye Street Crossing commercial center subject to the conditions of approval.

ATTACHMENT:
1. Jaye Street Crossing Master Sign Program
2. Draft Resolution
jaye street crossing

Master Sign Program
Contents

I   INTRODUCTION
II  TENANT REQUIREMENTS
III SIGN CONSTRUCTION AND INSTALLATION
IV  PROHIBITED SIGNS OR DISPLAYS
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VII ABANDONMENT
VIII SITE PLAN - PYLON & MONUMENT SIGNS
IX  MAJOR/ TOWER TENANT
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XI  SHOP TENANT
XII PYLON DETAIL
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XIII MONUMENT DETAIL
I  INTRODUCTION

Welcome to Jaye Street Crossing. These sign guidelines will provide all necessary information to help you develop your storefront sign. The intent is to achieve a visually balanced and appealing sign environment, in harmony with the project architecture, while allowing for individual graphic expression.

The Sign Program will contribute to the vitality of Jaye Street Crossing Shopping Center and has been carefully planned to enhance the marketing opportunities for Tenants, and maintain or enhance the image objectives of the community and of the City of Porterville.

The Sign Program establishes criteria by which signs are to be fabricated and installed. These criteria are reasonable and flexible to reflect each Tenant's identification needs.

Adherence to these sign criteria will be strictly enforced and any nonconforming sign shall be removed by the Tenant or his sign contractor at their expense.

Landlord will retain full rights of approval for any and all signs that fall under this Sign Program.

No sign shall be installed without prior written Landlord approval and the required City and/or County permits.

II  TENANT REQUIREMENTS

Tenant shall submit to Landlord for written approval, three (3) copies of detailed shop drawings of his proposed sign conforming to the Sign Program criteria.

Availability and position of Tenant name on any monument or pylon sign will be determined and approved by Landlord.

Tenant is responsible for payment for all signs, installation costs and related materials including permit and inspection fees.

Tenant is responsible for obtaining all necessary permits.

Tenant is responsible for fulfillment of all requirements of this Sign Program.

It is the responsibility of the Tenant or his sign contractor to verify location of transformers, conduits, etc., as well as install and service access prior to fabrication.

Upon removal of Tenant's sign, it is the responsibility of the Tenant patch all holes, paint fascia to match existing color, and restore fascia to original condition.

Contact Information

Jaye Street Crossing has been designed with uniform sign designs for the Project as a Community. To ensure the continuity with the fabrication of these signs we request that you contact California Neon Sign Co. for your specific sign needs. As the designer and developer of this program, California Neon Sign Co. will provide the proper design and approval services.

Please Contact:
Jerad Webb
California Neon Sign Co.,
2097 L Street
Bakersfield CA 93301
(661) 634-9886
(661) 634-0809 fax
californianeon signs.com
III SIGN CONSTRUCTION & INSTALLATION - Flush Mount Channel Letters

1) Sign fabrication and installation shall comply with all local building and electrical codes.

2) All electric signs shall be fabricated by a U.L. approved sign company, adhere to U.L. specifications and bear U.L. Label.

3) Sign company is to be licensed with the City and State and carry full Workman’s Compensation and general liability insurance.

4) All penetrations of building fascia are to be sealed waterproof.

5) Internal Illumination to be 30ma neon transformers in accordance with U.L. 2161 requirements or L.E.D. power supplies, installed and labeled in accordance with the “National Board of Fire Underwriters Specifications”.

6) Only acrylic polyurethane paints are to be used. Painted surfaces to have satin finish.

7) Logo and letter height to be specified and shall be determined by measuring the capital letter of the font used. Ascending and descending portions of the individual letter will not count against the allowable sign area.

8) Sign fabrication shall be of excellent quality. Reproduction of all logo’s and type-styles shall be accurate. Landlord reserves the right to reject any sign fabrication or installation deemed to be below standard.

9) All lighting must match the specifications of the approved sign drawings. No exposed conduits will be allowed.

10) Signs to be constructed of aluminum or durable rust-inhibiting materials appropriate to the construction of the building.

11) Seams and joints in material to be finished so as to be unnoticeable. Welds, rivets, screws or other fasteners on visible surfaces are to be painted and/or finished so as to be unnoticeable.

12) Finished surface of metal shall be free of drips or runs and will conform to the highest industry standards.

13) Manufacturer’s labels and U.L. labels shall be placed so as not to be seen from the street, parking lot or normal viewing angles.

14) Exposed junction boxes, lamps, neon tubing or other electrical components of any kind are not permitted.

15) All junction boxes, conduits, etc. installed behind walls or on back of parapets shall be fastened securely, and installed clean and orderly.

16) Sign contractor will be held responsible for any damage done to building during installation.
IV PROHIBITED SIGNS OR DISPLAYS

1) Signs that could be deemed a traffic hazard. No sign shall simulate a traffic signal or make use of words, symbols or phrases that could confuse, interfere or mislead traffic.

2) Signs painted directly on building are prohibited.

3) Internally illuminated or non-illuminated standard plex-face cabinet signs are not allowed. Non-standard internally illuminated fluorescent ‘cloud’ signs may be allowed on a discretionary bases and are subject to Landlord approval.

4) No sign shall project above a parapet wall or roof line or in any way extend above or below the designated sign bend area.

5) Flashing, moving or audible displays such as inflatable sidewalk displays, rooftop balloons, or flashing window displays are prohibited.

6) Window graphics are limited to the area and specifications detailed in this program. Sales or vendor displays are not allowed.

7) Temporary banners, flags or pennants used for advertising purposes may be allowed on a discretionary bases. Such displays are subject to Landlord approval, Municipal code requirements and City or County permits.

8) Temporary window ‘Sale’ signs are limited to a 30 day period and restricted to being affixed to the interior windows occupying no more than 20% of the window area. Each Tenant is allowed 90 days of window ‘Sale’ signs per year.

V MAINTENANCE

Tenant is responsible for maintaining their sign in proper working and clean condition at all times. If Tenant fails to repair or otherwise fix a non-working or damaged sign, Landlord reserves the right to hire his own sign contractor to make necessary repairs, and bill Tenant for services if need be.

VI INSPECTION

Landlord reserves the right to have an independent electrical inspection performed at the Tenant's expense, and require the Tenant to have any code violations corrected at Tenant's expense.

VII ABANDONMENT

Any sign left thirty (30) days after Tenant has vacated the premises shall become the property of the Landlord.
IX MAJOR/TOWER TENANT

WIDTH OF TENANT COPY NOT TO EXCEED 70% OF LEASED LINEAL STOREFRONT

TENANT NAME

ONE SIGN PER TENANT ELEVATION ALLOWED (FINAL DETERMINATION BY LANDLORD)

PRIMARY FRONTAGE

AREA: Two (2) SQUARE FOOT OF SIGN AREA PER LINEAR FEET OF LEASED PREMISES. MAXIMUM 150 SQUARE FEET TOTAL

HEIGHT: 70% OF UPRIGHT ADJACENT SURFACE, OR THE LESSER OF:
36" MAXIMUM SINGLE LINE COPY
52" MAX TWO LINE STACKED COPY
52" MAX LOGO- FABRICATED SAME AS LETTERS

LENGTH: MAX 70% OF ADJACENT SURFACE

CONSTRUCTION: ALUMINUM OR RUST-INHIBITING MATERIALS
ACRYLIC OR POLYCARBONATE FACES

ILLUMINATION: NEON OR L.E.D.

FONTS/ COLORS: CUSTOM TYPE STYLE AND COLORS TO BE APPROVED

SECONDARY FRONTAGE

AREA: ONE (1) SQUARE FOOT OF SIGN AREA PER LINEAR FEET OF LEASED PREMISES.

HEIGHT: 30" MAXIMUM SINGLE LINE COPY
52" MAX TWO LINE STACKED COPY
52" MAX LOGO- FABRICATED SAME AS LETTERS

(CITY CODE WILL PREVAIL IF MORE RESTRICTIVE THAN THIS CRITERIA)
X PAD TENANT

WIDTH OF TENANT COPY NOT TO EXCEED 70% OF LEASED LINEAL STOREFRONT

TENANT NAME

ONE SIGN PER TENANT ELEVATION ALLOWED (FINAL DETERMINATION BY LANDLORD)

PRIMARY FRONTAGE

AREA: Two (2) SQUARE FOOT OF SIGN AREA PER LINEAR FEET OF LEASED PREMISES.
      MAXIMUM 150 SQUARE FEET TOTAL

HEIGHT: 70% OF UPRIGHT ADJACENT SURFACE, OR THE LESSER OF:
      30" MAXIMUM SINGLE LINE COPY
      35" MAX TWO LINE STACKED COPY
      35" MAX LOGO- FABRICATED SAME AS LETTERS

LENGTH: MAX 70% OF ADJACENT SURFACE

CONSTRUCTION: ALUMINUM OR RUST-INHIBITING MATERIALS
              ACRYLIC OR POLYCARBONATE FACES

ILLUMINATION: NEON OR L.E.D.

FONTS/ COLORS: CUSTOM TYPE STYLE AND COLORS
               TO BE APPROVED

(CITY CODE WILL PREVAIL IF MORE RESTRICTIVE THAN THIS CRITERIA)
XI SHOP TENANT

WIDTH OF TENANT COPY NOT TO EXCEED 70% OF LEASED LINEAL STOREFRONT

TEIIANT NAME

ONE SIGN PER TENANT ELEVATION ALLOWED (FINAL DETERMINATION BY LANDLORD)

PRIMARY FRONTAGE

AREA: Two (2) SQUARE FOOT OF SIGN AREA PER LINEAR FEET OF LEASED PREMISES.
MAXIMUM 180 SQUARE FEET TOTAL.

HEIGHT: 70% OF UPRIGHT ADJACENT SURFACE, OR THE LESSER OF-
30” MAXIMUM SINGLE LINE COPY
30” MAX TWO LINE STACKED COPY
30” MAX LOGO- FABRICATED SAME AS LETTERS

LENGTH: MAX 70% OF ADJACENT SURFACE

CONSTRUCTION: ALUMINUM OR RUST-INHIBITING MATERIALS
ACRYLIC OR POLYCARBONATE FACES

ILLUMINATION: NEON OR L.E.D.

FONTS/ COLORS: CUSTOM TYPE STYLE AND COLORS
TO BE APPROVED

SECONDARY FRONTAGE

AREA: ONE (1) SQUARE FOOT OF SIGN AREA PER LINEAR FEET OF LEASED PREMISES.

HEIGHT: 30” MAXIMUM SINGLE LINE COPY
30” MAX TWO LINE STACKED COPY
30” MAX LOGO- FABRICATED SAME AS LETTERS

(CITY CODE WILL PREVAIL IF MORE RESTRICTIVE THAN THIS CRITERIA)
XII Pylon Detail

Jayce Street Crossing

Decorative cornice to match building (all colors to match building colors)

Routed aluminum face acrylic backing
Internally illuminated

Internally illuminated cabinet signs (.150 Lexan shatter-proof faces)

Location of tenants on pylon sign to be determined by landlord. All artwork and lettering to be approved by landlord prior to production.

"Sign area on pylon sign will not count against allowed building sign square footage."

Internally illuminated cabinet signs (.150 Lexan shatter-proof faces)

P1 40ft Multi-Tenant Pylon Sign

Decorative aluminum pole cover

"El Dorado Mountain" Rock Veneer

40'-0"
**XIII MONUMENT DETAIL**

- **ALL CORNICES AND POLE COVERS TO BE TEXTURE COATED DRIFT AND PAINTED TO MATCH BUILDING COLORS**

- **ROUTE ALUMINUM FACE ACRYLIC BACKING INTERNALLY ILLUMINATED**

- **DECORATIVE ALUMINUM POLE COVER**

- **INTERNALLY ILLUMINATED CABINET SIGNS (.150 LEXAN SHATTER-PROOF FACES)**

- **"EL DORADO MOUNTAIN" ROCK VENEER**

**M1 - M3** 10ft Multi-Tenant Monument Signs
XIII MONUMENT DETAIL

ALL CORNICES AND POLE COVERS TO BE TEXTURE COATED DRNVT AND PAINTED TO MATCH BUILDING COLORS

4'-10"
3'-4"
6'-0"
4'-0"

DECORATIVE CORNICE TO MATCH BUILDING ALL COLORS TO MATCH BUILDING COLORS
ROOFED ALUMINUM FACED ACRYLIC BACKING INTERMALLY ILLUMINATED
DECORATIVE ALUMINUM POLE COVER
INTERNALY ILLUMINATED GARNET SIGNS 150 LUX EXHIBITION/PROOF PAVERS
"EL DORADO MOUNTAIN" ROCK VENEER

M4 - M5 6 ft Tenant Monument
RESOLUTION NO._____

A RESOLUTION OF THE PORTERVILLE CITY COUNCIL
APPROVING A MASTER SIGN PROGRAM FOR THE
JAYE STREET CROSSING COMMERCIAL DEVELOPMENT

WHEREAS: On February 20, 2007, the City Council adopted Resolution 8-2007 certifying the Final Environmental Impact Report (EIR) evaluating the development and containing mitigation measures and land use changes necessary to facilitate the development of a 10.7± acre site with a 75,000± square foot commercial center known as Jaye Street Crossing; and

WHEREAS: On June 3, 2008, the City Council adopted Resolution 49-2008 containing findings and conditions in support of Design “D” Overlay Site Review 02-2008 to facilitate the development of the 75,000± square foot Jaye Street Crossing commercial center. Included in the resolution were design and architectural features as well as colors and tones of materials to be used.

WHEREAS: On April 6, 2010, the City Council adopted Resolutions 40-2010 and 41-2010 which reviewed and considered the application material for the proposed car wash to be located on the southeast corner of West Springville Avenue and South Jaye Street, in the Jaye Street Crossing commercial center. Included in Resolution 41-2010 was the requirement that a Master Sign Program be approved by City Council; and

WHEREAS: The Porterville City Council, at its regularly scheduled meeting of August 2, 2011, considered the approval of a Master Sign Program for the Jaye Street Crossing commercial development generally located at the northeast corner of Jaye Street and State Route 190; and

WHEREAS: The City Council made the following findings:

1. The proposed signs are compatible in style and character with the Jaye Street Crossing commercial development. With the exception of adjustments in the sign program to account for the unique features of the center, including regional orientation, orientation to State Route 190, scale of development, and surrounding uses, the development complies with pertinent codes and regulations. The Master Sign Program allows for the developer to address the uniqueness of this development.

2. Future tenants will be provided with adequate opportunities for signage as defined within the Master Sign Program.

3. Signage is adequate for pedestrian and vehicular circulation and emergency vehicle access.

4. The Master Sign Program is intended to achieve a visually balanced and appealing sign environment, in harmony with the project architecture, while allowing for individual graphic expression.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Master Sign Program, attached hereto as Exhibit A and incorporated by reference,
subject to the following conditions:

1. All signage within this shopping center is subject to this approved sign program. However, at the Zoning Administrator’s discretion, Chapter 305 “Signs” shall prevail if there are any discrepancies or omissions within this Master Sign Program. The Zoning Administrator may also approve minor revisions to the sign program as it pertains to specific building architecture.

2. This master sign program is not intended to alter any other regulations of the City of Porterville (such as the building code) other than Chapter 305 of the development ordinance.

3. Signs require a separate permit.

4. No sign shall be permitted that does not pertain directly to an approved business, service, or activity conducted on the premises, or within the development unless exempted by Section 305.05 of the City of Porterville Development Code.

5. The Developer/Applicant shall submit evidence of coordination with the Caltrans Traffic Operations Office of Signs, Markings, and Permits to obtain appropriate permission for signs greater than thirty (30) feet in height within five hundred (500) feet of the State right of way.

6. Signs shall be posted within the parking areas prohibiting the display of vehicles for sale.

7. Landlord approval is required on all sign permit plans prior to submittal to the City.

8. No outdoor advertising of alcoholic beverages is allowed.

PASSED, APPROVED AND ADOPTED this 2nd day of August, 2011

________________________________________
Ronald L. Irish, Mayor

ATTEST:

________________________________________
Patrice Hildreth, Chief Deputy City Clerk
Please see Attachment No. 1
CONSENT CALENDAR

SUBJECT: HOUSING ELEMENT FOCUSED REZONE PROGRAM

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On April 20, 2010, the City Council adopted Resolution 62-2010 approving the 2009-2014 Housing Element of the General Plan. After adoption, it was submitted to the Department of Housing and Community Development (HCD) for certification. The document brings the City into compliance with state requirements to provide a housing plan that contains goals, policies, and a strategic plan for addressing the most critical housing needs in the community over the next eight (8) years.

A component of the Housing Element is to initiate a Focused Rezone Program within one year of its adoption. The rezone program was included within the Housing Element to meet the City’s Regional Housing Needs Assessment (RHNA) requirements that provide for sufficient High Density Residential Zoned land for lower income affordable housing units. The program was presented to and discussed by the Council at a number of meetings, including the public hearing meeting of April 20, 2010. The Housing Element’s Focused Rezone Program includes up-zoning and rezoning specific properties located throughout the City to High Density Residential (see attached map). Staff has included some additional sites to improve the ability to meet RHNA requirements. Staff has analyzed and conducted multiple reviews of the program and is prepared to formally initiate the public portion of the project.

The intent of the program is to provide more options to the property owners while meeting the City’s RHNA obligation.

Staff is hereby informing the Council that letters will be prepared, public meetings will be scheduled, and proper noticing will be completed so that all those potentially affected will have the opportunity for comments, questions and answers to be addressed.

RECOMMENDATION: For information purposes.

ATTACHMENTS: Map
COUNCIL AGENDA: August 2, 2011

SUBJECT: Response to Grand Jury Report - Animal Control Operation

SOURCE: Police Department

COMMENT: The 2010-2011 Tulare County Grand Jury recently delivered their report related to the investigation and review of the Porterville Animal Control operation. This report, with their findings, conclusions and recommendations on this matter, are attached. The report was delivered to the Animal Control Unit Supervisor, the Chief of Police and the City Manager’s Office. Pursuant to law (CPC § 933 (c)), a written response is required.

Overall, the report was quite favorable and positive regarding their findings related to the Animal Control operation. The Grand Jury recommends the City of Porterville add an area designated for the sheltering of cats and that the city continue to use media outlets in an effort to re-unite animals with their owners or as a means to inform the public about animals available for adoption.

The collective response of the City, Police Department and Animal Control Unit is attached for consideration and approval.

RECOMMENDATION: That City Council:
1) Approve the “Response to the Grand Jury” regarding their 2010-2011 Report on the Porterville Animal Control operation; and
2) Authorize the Mayor to sign the Response Letter.

ATTACHMENTS: Response Letter
Grand Jury Report

Item No. 09
July 13, 2011

Mr. William White, Foreman
2010-2011 Tulare County Grand Jury
5963 South Mooney Boulevard
Visalia, CA 93277

Dear Mr. White:

The City of Porterville and its Police Department are in receipt of the Grand Jury Report related to your review and inspection of the Porterville Animal Control operation. Since the implementation of our own Animal Control Unit, we have strived to ensure this function is effectively and professionally carried out.

In response to the first recommendation in the report, to incorporate an area for cats, the department will make an assessment of the current shelter facility with the goal of finding a suitable site for sheltering cats. In mid-2009, the City of Porterville engaged in the process to select a qualified architectural and engineering firm for the purpose of developing plans and specifications for the design of the City’s Animal Shelter Facility. A site has been selected and the land acquired for the building of the facility in the Porterville community. The design of the facility was near completion when the tight economy and revenue shortfalls forced the City to halt its efforts. The design includes an area specifically for the sheltering and care of cats brought into the facility. The City of Porterville intends to build the facility, and will do so when sufficient funds are available to complete construction.

The second recommendation is that the City continue using media outlets for reuniting animals with their owners and to increase adoptions. Not only will the City of Porterville continue this, it will expand its efforts to raise the public’s awareness of the animals held at the shelter facility. On a daily basis, photographs and descriptions of animals picked up by Animal Control staff are displayed in the classified section of the Porterville Recorder newspaper. Additionally, photographs of animals picked up and sheltered at the facility are uploaded to the Police Department website (Animal Control Section) for interested persons to view. Lastly, the Porterville Recorder has added a four-page newspaper insert, once a month, which includes photographs of the animals being sheltered at the animal control facility. All of these efforts have the desired goal of reuniting lost dogs with their owners or encouraging adoptions of animals from the animal shelter.

Porterville Police Department Mission Statement
The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.
The Porterville Animal Control staff has been working closely with local veterinarians, animal rescue groups, pet safety advocates and other supporters to ensure the animals brought into the facility are properly cared for and have a clean and safe environment.

While there have been challenges along the way, providing our own animal control function has been a positive and rewarding venture. We appreciate your input and feedback on means to improve our animal control services.

Sincerely,

Chuck McMillan
Chief of Police

John D. Lollis
City Manager

Ronald L. Irish
Mayor

CM/kc

cc: Honorable Judge Melinda Reed
    Tulare County Board of Supervisors
ATTENTION: Porterville Police Chief McMillan
ADDRESS: 350 N. D. St, Porterville, CA
AGENCY: Porterville Police Department

At least two working days prior to the release of a Final Report, the Tulare County Grand Jury will provide a copy of the portion of the Final Report that affects a given agency or person to that agency or person pursuant to Penal Code § 933.05 (f). ATTACHED IS A COPY OF YOUR PORTION OF THE 2010-2011 TULARE COUNTY GRAND JURY FINAL REPORT

ADVANCED RELEASE OR DISCLOSURE OF A GRAND JURY REPORT IS PROHIBITED PRIOR TO PUBLIC RELEASE

WHEN, WHERE AND TO WHOM YOU MUST RESPOND:

California Penal Code §933 (c) requires a response to the attached document. Depending on the type of respondent you are, a WRITTEN RESPONSE is required as follows:

❖ PUBLIC AGENCY: The governing body of any public agency is required to respond within NINETY (90) DAYS.

❖ ELECTED OFFICER OR AGENCY HEAD: All elected County officers or heads of agencies are required to respond within SIXTY (60) DAYS.

YOU MUST SEND YOUR RESPONSE TO EACH OF THE FOLLOWING:

The Honorable Melinda M. Reed
County Civic Center, Room 303
221 S. Mooney Boulevard
Visalia CA 93291

Tulare County Grand Jury
5963 S. Mooney Boulevard
Visalia CA 93277

Tulare County Board of Supervisors
2404 W. Burrel Ave
Visalia CA 93291

Received by: _________________________ Date: _________________________
Report Name: Porterville Animal Control Response Due: August 31, 2011

Delivered by: Kat Norris Date and Time: 6/22/11 9:50 AM

William White, Foreman 2010-2011 Tulare County Grand Jury

PREPARE A SEPARATE RESPONSE FOR EACH REPORT.

See reverse for information from the California Penal Code § 933.05 regarding how to respond to Grand Jury Final Reports.
PORTERVILLE ANIMAL CONTROL

BACKGROUND

For several years the City of Porterville contracted with the City of Lindsay for Animal Control Services. Within the past five years, the Tulare County Grand Jury (Jury) received several citizen complaints against Lindsay Animal Control (LAC) for failure to properly handle unprovoked vicious animal attacks upon Porterville citizens.

In 2006, the Jury received a citizen complaint concerning a vicious pit bull attack, which caused serious personal injury. As a result of this one complaint the 2006-2007 Jury published two Animal Control Reports and one on the Porterville Police Department.

This same Jury concluded that due to the gross negligence of the Porterville Police Department and LAC's failure to follow state laws, the pit bull had disappeared and was never found. It was therefore recommended that the City of Porterville adopt an Animal Control Ordinance, discontinue contracting with LAC for services and begin the operation of its' own Animal Control Service.

Porterville followed the Jury recommendations and adopted an Animal Control Ordinance. Porterville Animal Control (PAC) was also established and began servicing the needs of Porterville.

REASON FOR INVESTIGATION

The 2010-2011 Tulare County Grand Jury (Grand Jury) decided to investigate and report on the operations of the now one year old PAC.

PROCEDURES FOLLOWED

1. Interviewed relevant personnel
2. Inspected the PAC facility
3. Obtained and inspected copies of Animal Control Contracts and Porterville's Animal Control Ordinance

FINDINGS

1. Porterville ended its contract with LAC on December 31, 2008.
2. PAC began its operation on January 1, 2009 and used the Porterville Maintenance Yard as a temporary holding facility for impounded dogs.

3. LAC ended its operation as 85% of its operating costs were generated from its contract with Porterville for Animal Control Services.

4. PAC does not currently take cats because they don’t have an area set up for them.

5. On November 1, 2009, the City of Porterville contracted with the City of Lindsay for the use of the Lindsay Animal Shelter. The cost to Porterville for the use of the shelter is $1.00 per year.

6. On February 1, 2010 the City of Lindsay contracted with the City of Porterville for shelter services. Per contract Lindsay transports its animals to the facility for impound.

7. Lindsay pays the following shelter service fees:
   a. Dog or cat $30.00 per impound
   b. Dog or cat (Quarantine) $50.00 per impound
   c. Evidence fowl $6.00 per day
   d. Horse, cow, goat, etc. Actual cost at market value
   e. Protective custody/evidence hold $6.00 per day
   f. Other evidence hold Actual cost at market value
   g. Dead animal disposal $6.00 per animal
   h. Veterinary services Actual reimbursement costs

8. On August 1, 2010 the City of Woodlake contracted with the City of Porterville for sheltering any animals that Woodlake transports to the PAC Facility.

9. Woodlake pays the following shelter service fees:
   a. Dog or cat $30.00 per impound*
      (Litters are counted as one)
   b. Dog or cat (Quarantine) $50.00 per animal
   c. Evidence fowl $6.00 per day
   d. Horse, cow, goat, etc. $10.00 per day
   e. Protective custody/evidence hold $8.00 per day
   f. Other animal hold $8.00 per day
   g. Dead animal disposal $8.00 per animal
   h. Veterinary services All incurred costs

*Impounded dogs or cats are held a minimum of 6 days. If an animal is to be held longer than the 6-day minimum there will be an additional charge of $8.00 per day.
10. PAC is located at 23611 Rd 196, Lindsay, CA, and is open to the public Monday through Friday from 9AM to 5PM, Saturday from 9AM to 4PM and Sunday from 9AM to 3PM.

11. PAC has five full time staff members and a number of volunteers.

12. Volunteers are from a court ordered Sheriff Work Program called Sheriff's Work Alternative Program (SWAP).

13. During the inspection of the PAC Shelter, the Grand Jury observed the following:
   a. The kennels were remarkably clean
   b. The dogs were quiet and calm
   c. Volunteers and staff take the dogs out of the shelter and exercise the animals in a grassy area.

14. All animals brought into the shelter are vaccinated during processing.

15. With the exception of sick, injured and vicious animals, PAC strives not to practice euthanasia.

16. On a daily basis, PAC advertises, in the Porterville Recorder’s lost and found section, the animals brought into the shelter. Animals available for adoption are advertised in the pet section.

17. Owners claiming their pet pay a $20 impound fee plus a daily boarding fee.

18. The cost for adopting an animal is $70, which includes spay or neuter services and a leash.

19. Some of the animals available for adoption are given to rescue shelters, increasing their chance for adoption.

20. There were two elderly Pomeranians that were not adoptable because of their age and medical conditions. PAC found a pet nursing home type of facility to take these dogs and care for them.

21. The City of Porterville requires all dogs to be licensed. The fees are $10 per year for an animal that has been neutered or spayed and $22 for an unaltered animal.

22. PAC is required to file an annual report to the California Department of Health. Some of the information included in the most recent report dated December 31, 2010 includes:
   a. Dogs/cats reclaimed by owners 1,227
   b. Dogs/cats adopted 358
   c. Dogs/cats euthanized 915
   d. Dogs/cats died of other causes 66
e. Dogs/cats stolen, escaped, etc. (from the shelter) 55  
f. Dogs/cats rescued, transfer to other shelter 621  
g. Total animal bites (within the City of Porterville) 28

CONCLUSIONS

The Grand Jury believes that PAC is adequately providing the services needed for animal control in Porterville.

PAC is to be commended for going above and beyond its services by utilizing the press as an aid to reunite families with their pets and advertising pets available for adoption.

RECOMMENDATIONS

1. Incorporate an area at the PAC Shelter for cats.

2. Continue using the press for family reunification and adoption.

RESPONSES REQUIRED

Porterville Animal Control

Porterville Police Department

Porterville City Council
SUBJECT: STANDARD AGREEMENT ALLOWING USE OF POLICE FACILITY BY STAFF OF THE LINDSAY POLICE DEPARTMENT AND WOODLAKE POLICE DEPARTMENT.

SOURCE: Police Department

COMMENT: The new Porterville Police Department weapons range became operational in May of 2011 for live fire training. The Porterville Police Department would like to extend use of the training facility to staff of the Lindsay Police Department and the Woodlake Police Department.

The Lindsay Police Department has agreed to pay a sum of $1,200 per year to the City of Porterville in compensation for facility usage, upkeep and maintenance over the next one (1) year. This amount is based upon a monthly usage. The Woodlake Police Department has agreed to pay a sum of $400 per year to the City of Porterville in compensation for facility usage, upkeep and maintenance over the next one (1) year. This amount is based upon a quarterly usage. The agreement(s) will be re-evaluated every year for renewal.

RECOMMENDATION: That the City Council:

1) Approve the Agreement for the period of 07/01/2011 through 06/30/2012 and;
2) Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENT(S): Standard Agreement between Contractor (City of Porterville Police Department) and the Cities of Lindsay and Woodlake for use of range training facility.

D.D. C.M. Appropriated/Funded Item No. 10
POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of June 30, 2011, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF LINDSAY ("LINDSAY"), (each a "Party," and collectively, the "Parties"), with reference to the following:

A. The Parties desire to allow the use of the CITY Police Firing Range ("Range") by the Lindsay Police Department ("LPD").

B. The Parties are willing to enter into this Agreement on the terms and conditions set forth.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one (1) year, commencing on June 30, 2011, and ending on June 30, 2012.

2. LPD desires use of the Range approximately twelve (12) times per agreement year, at the frequency of approximately one (1) use per month.

3. The cost per agreement term shall be twelve hundred ($1,200) dollars.

4. The CITY shall furnish use of the Range to the LPD including restroom facilities if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.

5. LPD shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the PPD Range Supervisor.

6. PPD and LPD agree the Range shall be open and usable by members of LPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by LPD must be coordinated with, and scheduled by the PPD Range Supervisor.

7. Prior to exclusive use of the Range, LPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.

8. LPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations attached.)
9. On their scheduled training days, the LPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.

10. After use of the facility, LPD agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. If desired, brass may be left in containers (containing only brass) at the Range for disposal by PPD.

11. Both the PPD and LPD reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other.

12. The amount to be paid by LINDSAY will be due and payable as follows: LINDSAY shall pay the amount as invoiced by the CITY, on an annual basis, of the agreed upon cost, within thirty days of receiving said invoice(s).

13. The Parties shall hold harmless, defend and indemnify each other, their agents, officers, and employees from and against all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers, or employees under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

14. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

CITY OF LINDSAY:

City Clerk of the City of Lindsay
251 East Honolulu Street
Lindsay, CA
Phone: 559-562-7103
Fax: 559-562-7100
Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

15. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

16. Termination.

    A. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

    1. This Agreement may be terminated by any Party should another Party:

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

    2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

    3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

    4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting
Parties consent to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

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

17. This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all Parties.

18. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

19. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

21. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

22. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

23. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Lindsay City
Manager, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Chuck McMillan, Chief of Police

CITY OF LINDSAY:

Richard Wilkinson, City Manager/Public Safety Director
FIREARMS RANGE RULES AND REGULATIONS

The following safety regulations are designed to ensure the safety of all personnel on this department, as well as any other department, using the firearms training facility. The rules will be posted in a conspicuous location and shall be strictly enforced. The Range Master is responsible for the safe operation of the facility and he/she may take appropriate and necessary action to safeguard all persons using the facility or to ensure public safety. Failure to obey any of these regulations may result in disciplinary action and/or being ordered to leave the firearms facility by the Range Master or designated firearms instructor. The Range Master will take immediate action to address rules violations and, at his/her discretion, depending on the seriousness of the violation, report the violation to the Training Unit Supervisor.

These rules apply to the Porterville Police Department personnel, as well as any other person or agency, using the firearms range facility.

1. No personnel will enter the Range Master's office without prior approval of the Range Master or firearms instructor.

2. Only authorized personnel will enter the storage area (seatrain).

3. No alcoholic beverages are permitted at the firearms training facility during hours of operation.

4. All firearms at the firearms training facility are subject to a safety inspection by the Range Master or firearms instructor at any time.

5. Only approved ammunition will be used at the firearms training facility. All ammunition is subject to inspection by the Range Master or firearms instructor at any time.

6. The loading and unloading of firearms will take place only in designated areas of the firearms facility.

7. All range activities will be coordinated through the Training Unit Supervisor or, if designated by the Training Unit Supervisor, the Range Master.

8. All injuries will be promptly reported to the Range Master or firearms instructor.

9. Shooting will only be at targets approved by the Range Master or firearms instructor.
10. When on the firing line, unholstered firearms shall be pointed downrange at all times.

11. Ear and eye protection are required at all times by all persons while on the range when any person is actively engaged in discharging a firearm.

12. During range qualification or firearms training, firing will only commence on the command of the Range Master or firearms instructor.

13. All firing will stop immediately if the Range Master or firearms instructor determines there to be a safety issue. This will be done by yelling, “Cease fire!”

14. Firearms will not be left unattended, except unloaded in designated areas.

15. Horseplay or unsafe handling of firearms will not be tolerated.

16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.
POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2011, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF WOODLAKE ("WOODLAKE"), (each a "Party," and collectively, the "Parties"), with reference to the following:

A. The Parties desire to allow the use of the CITY Police Firing Range ("Range") by the Woodlake Police Department ("WPD").

B. The Parties are willing to enter into this Agreement on the terms and conditions set forth.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one (1) year, commencing on July 1, 2011, and ending on June 30, 2012.

2. WPD desires use of the Range approximately four (4) times per agreement year, at the frequency of approximately one (1) use every three (3) months.

3. The cost per agreement year shall be four-hundred ($400) dollars.

4. The CITY shall furnish use of the Range to the WPD including restroom facilities if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.

5. WPD shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the PPD Range Supervisor.

6. PPD and WPD agree the Range shall be open and usable by members of WPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by WPD must be coordinated with, and scheduled by the PPD Range Supervisor.

7. Prior to exclusive use of the Range, WPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.

8. WPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations attached.)
9. On their scheduled training days, the WPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.

10. After use of the facility, WPD agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. If desired, brass may be left in containers (containing only brass) at the Range for disposal by PPD.

11. Both the PPD and WPD reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other.

12. The amount to be paid by WOODLAKE will be due and payable as follows: WOODLAKE shall pay the amount as invoiced by the CITY, on an annual basis, of the agreed upon cost, within thirty days of receiving said invoice(s).

13. The Parties shall hold harmless, defend and indemnify each other, their agents, officers, and employees from and against all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers, or employees under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

14. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:
City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

CITY OF WOODLAKE:
City Clerk of the City of Woodlake
350 N. Valencia Boulevard
Woodlake, CA
Phone: 559-564-8055
Fax: 559-54-8776
Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

15. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

16. Termination.

A. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

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

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting
parties consent to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

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

17. This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all Parties.

18. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

19. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

21. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

22. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

23. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Woodlake Chief
of Police, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

[Signature]
Chuck McMillan, Chief of Police

CITY OF WOODLAKE:

[Signature]
John Zapalac, Chief of Police
FIREARMS RANGE RULES AND REGULATIONS

The following safety regulations are designed to ensure the safety of all personnel on this department, as well as any other department, using the firearms training facility. The rules will be posted in a conspicuous location and shall be strictly enforced. The Range Master is responsible for the safe operation of the facility and he/she may take appropriate and necessary action to safeguard all persons using the facility or to ensure public safety. Failure to obey any of these regulations may result in disciplinary action and/or being ordered to leave the firearms facility by the Range Master or designated firearms instructor. The Range Master will take immediate action to address rules violations and, at his/her discretion, depending on the seriousness of the violation, report the violation to the Training Unit Supervisor.

These rules apply to the Porterville Police Department personnel, as well as any other person or agency, using the firearms range facility.

1. No personnel will enter the Range Master's office without prior approval of the Range Master or firearms instructor.

2. Only authorized personnel will enter the storage area (seatrain).

3. No alcoholic beverages are permitted at the firearms training facility during hours of operation.

4. All firearms at the firearms training facility are subject to a safety inspection by the Range Master or firearms instructor at any time.

5. Only approved ammunition will be used at the firearms training facility. All ammunition is subject to inspection by the Range Master or firearms instructor at any time.

6. The loading and unloading of firearms will take place only in designated areas of the firearms facility.

7. All range activities will be coordinated through the Training Unit Supervisor or, if designated by the Training Unit Supervisor, the Range Master.

8. All injuries will be promptly reported to the Range Master or firearms instructor.

9. Shooting will only be at targets approved by the Range Master or firearms instructor.
10. When on the firing line, unholstered firearms shall be pointed downrange at all times.

11. Ear and eye protection are required at all times by all persons while on the range when any person is actively engaged in discharging a firearm.

12. During range qualification or firearms training, firing will only commence on the command of the Range Master or firearms instructor.

13. All firing will stop immediately if the Range Master or firearms instructor determines there to be a safety issue. This will be done by yelling, “Cease fire!”

14. Firearms will not be left unattended, except unloaded in designated areas.

15. Horseplay or unsafe handling of firearms will not be tolerated.

16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.
SUBJECT: AGREEMENT WITH CASEY L. BUTLER FOR GOLF MANAGEMENT SERVICES

SOURCE: PARKS AND LEISURE SERVICES

COMMENT: The City has recently solicited proposals for Golf Management Services. After consideration of the response received, an agreement for the services has been negotiated with Casey L. Butler. The agreement provides a sharing of green fees and cart rental fees. Mr. Butler also will have exclusive rights to operate the Pro Shop, driving range, food concessions, and to provide golf lessons. The operative date of the Agreement would be August 3, 2011.

RECOMMENDATION: That Council approve the Agreement and authorize and direct the Mayor to execute same.

ATTACHMENT: Agreement

Item No. 11
PORTERVILLE MUNICIPAL GOLF COURSE

OPERATING AGREEMENT

THIS AGREEMENT, entered into at Porterville, California, by and between the CITY OF PORTERVILLE, a Municipal Corporation of the State of California, hereinafter called “City,” and Casey L. Butler, hereinafter called “Operator.”

RECITALS

WHEREAS, the City is the owner of a public golf course located within the City of Porterville and known generally as the Porterville Municipal Golf Course; and

WHEREAS, the City maintains said golf course for the purpose of making available to the general public the facilities thereon; and

WHEREAS, in the operation of said golf course, the City desires to make available public food service, professional golfing instruction and other services related to golfing hereinafter set forth; and

WHEREAS, Operator desires to undertake and to perform the services set forth above and other services as hereinafter set forth; and

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. **Operator’s Rights and Obligations.** The City grants to Operator, and Operator hereby accepts, the following exclusive right pertaining to the Porterville Municipal Golf Course, with accompanying obligations:

   a. Right to sale of food, soft drinks, and wine and beer. Operator shall be responsible for obtaining requisite ABC License at his sole cost and expense.

   b. Right to sale of golf equipment and miscellaneous merchandise incidental to the game of golf.

   c. Right to rent City golf carts, golf equipment and other equipment incidental to the game of golf.

   d. Right to provide golfing services such as professional golf instructions and professional golf lessons, driving range, conducting of tournaments and similar competitions.
e. Operator shall instill and maintain a positive customer service and people oriented approach to the operation of the course.

f. Operator is to provide from time to time, recommendations to the City regarding any suggested adjustments to the existing course fees that will enhance both play and revenue.

g. Operator is to maintain regular communications with the City’s Parks and Leisure Services Director, or designee, regarding all operations and evaluation of all programs and promotional efforts.

h. Operator’s programs and promotional efforts shall target, first and foremost, juniors, ladies senior, and seniors, and new golfers, notwithstanding the continuation of free beginner golf clinics one day per month.

i. Operator, with concurrence of the City’s Parks and Leisure Services Director, shall have the authority to conduct special programs and promotions at reduced fees, which shall be intended to increase play 1) during off-peak hours, and 2) targeted groups. Operator, throughout the term of this agreement, shall remain Certified by the United States Golf Teachers Association.

j. Operator shall conduct activities under this agreement in manners that respect the goals of the City to achieve fiscal sustainability of the course, as well as promoting golf play.

k. Operator shall assume responsibility, and relieve the City of all liability for any damages or personal injuries incurred, resulting from the presence of spectators allowed on the course under the age of twelve (12) years, including any actions of such spectators.

l. Operator shall provide monthly revenue and play data to the City in a spreadsheet format provided by the Director of Parks and Leisure Services.

All of the above specified uses hereby granted under the terms of this agreement shall be permitted, carried on and exercised at locations approved by the City Manager of the City of Porterville, or his designated representative, and at no other place or location than the Porterville Municipal Golf Course.

2. **Term.** The term of this agreement shall be three years commencing on August 3, 2011. At the end of three years, provided that Operator is not in default, and further provided that the City Council of the City of Porterville is satisfied with Operator’s performance up to that
time, Operator shall have the option to renegotiate the terms of this agreement for an additional three (3) years, provided the parties can mutually agree upon the terms for renewal.

3. **Rules and Regulations.** Operator agrees to exercise all rights herein granted subject to, and in accordance with, the rules and regulations of the City Council of the City of Porterville that are now, or may hereafter be, in effect; and the City Manager, or his designated representative, shall provide supervisory control, direction, and enforcement of such rules, regulations, and other terms and conditions of this agreement, on behalf of the City of Porterville. The rules and regulations to be enforced on the golf course, by Operator, include, but are not limited to the following:

   a. Use of proper etiquette by golfers, including allowing faster players to play through, leaving the green immediately when completing a hole, control of under age spectators allowed on the course, avoiding practice swings which will damage the course, smoothing holes and footprints left in sand traps, replacing divots, repairing damage to greens such as ball and spike marks, and the proper movement of riding and/or pull carts. Operator, or his designee, agrees to physically marshall the course by inspecting play on the course from time to time.

   b. Operator shall act as starter in conducting starting times, with priority for groups and insuring that all players register prior to playing on the course.

4. **Condition of Premises.** At the end of the term of this Agreement, or at its earlier termination for any reason whatsoever, Operator agrees to deliver possession of any part of said Municipal Golf Course utilized by Operator, and to clean and restore said premises in a condition satisfactory to the City of Porterville.

5. **Insurance.** Operator agrees that he or she will procure and maintain in force throughout the term of this Agreement at insurance policies insuring Operator and the City against public liability and property damage in the following minimum amounts, to wit:

   a. Comprehensive form of commercial general liability, which shall be primary as respect to the City of Porterville, with aggregate limits not being reduced by prior claims, and naming the City of Porterville, its officers, employees, agents and assigns, as additional insured, in at least the following amounts:

      i. Bodily injury, including death to one or more persons, each occurrence: $1,000,000.00.

      ii. Products/completed operations hazard, each occurrence: $1,000,000.00.

      iii. Damage to property, each occurrence: $100,000.00, with no deductible.
iv. Liquor Liability: $1,000,000.00.

b. Workers’ compensation insurance, conforming to all applicable statutory limits, and covering all employees of Operator.

All insurance shall be carried with insurance companies having a Best rating of not less than A:VII, and which are admitted and authorized to do business in the State of California by the Insurance Commissioner of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The policies of insurance as above provided, or certificates of the insurers evidencing insurance carried, shall be deposited with the City Clerk of the City immediately upon the execution of this Agreement. Should the required insurance coverage, for any reason whatsoever, be canceled, the insurer is required to provide the City with thirty (30) days notice of such cancellation.

6. Indemnification. Operator hereby agrees, to the fullest extent permitted by law, to hold the City, its elective and appointive boards, and its officers, agents and employees harmless from any liability for damage or claims or damage, for personal injury, including death, as well as from claims for property damage which may arise from Operator’s operations under this Agreement, or by any one or more persons directly or indirectly employed by, or acting as agent for, Operator. Operator agrees to, and shall, indemnify and defend the city and its elective appointive boards, officers, agents, and employees from any claims or actions at law or in equity for damages caused, or alleged to have been caused by reason of any of the aforesaid operations, provided as follows:

a. That the City does not, and shall not, waive any rights against Operator which it may have by reason of the aforesaid hold harmless agreement or because of the acceptance by the City, or the deposit with the City by Operator, of any of the insurance policies or certificates of insurance described in this agreement; and

b. That the aforesaid hold harmless agreement in favor of City shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reasons of any of the acts of Operator regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. Additional Rights and Duties of Operator. Operator further agrees as follows:

a. Not to assign or sublease this Agreement, or any part thereof, without the written consent of the City first hand and obtained, which consent may be withheld by the City at its sole discretion, and the consent to one assignment or one subletting shall not be construed as a consent to any further assignment or subletting.
b. To pay the costs of janitorial services inside the clubhouse and locker room, and the cleaning of windows (inside and outside).

c. Not to violate, permit or suffer the violation of any law, regulation or ordinance of any political subdivision in effect at said premises.

d. To provide all office supplies necessary for day to day operations. To pay the cost of telephone services utilized by Operator at said premises, with the exception of the credit card processing telephone line. The city will provide credit card processing equipment and telephone service.

e. To maintain the driving range to include regular trash and ball pick up. The city is responsible for perimeter security fencing. The Operator is responsible for repairs to the safety netting. The City is to mow and provide irrigation water and reserve the right to curtail the driving range irrigation during a water emergency.

f. To rent city golf carts to the public. The Operator shall receive a percentage of gross revenues for renting the cards. The City shall be responsible for major maintenance of the City owned golf carts. The Operator will be responsible for cleaning of the carts and minor preventative maintenance including checking oil, batteries, tires, general cart condition and reporting cart repair need to appropriate maintenance staff.

8. Waste and Nuisance. Operator shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of the neighborhood or citizens utilizing said golf course.

9. Premises. Operator warrants that he has inspected the premises and accepts them in their present condition and “as is”. Operator may from time to time, at his own cost and expense, make alterations to the premises provided Operator obtains from the City prior written approval of said alterations and after obtaining any other permits or licenses as required by law.

10. Food Services. In the exercise of this agreement, Operator will provide food, including, but not limited to, hot sandwich or similar service as well as beverage service to the public during that period of time, which coincides, with the hours of golf play at said Municipal Golf Course. Operator may also provide said food and beverage service at other times in accordance with the regulations and approval of the city. In this regard, Operator shall, at his sole cost, provide all necessary fixtures and equipment for the purpose of supplying said services.

11. Course Management. Operator shall, at all times when the Golf Course is required to be open to the public, and subject to the supervision of the City Manager of the City of Porterville, or his designated representative, perform those duties required of the manager of said Municipal Golf Course.
12. **Compensation.** For the services of Operator as professional-manager of said golf course, the City agrees to pay to Operator as consideration the following:

   a. Twenty one percent (21%) of all fees collected for lockers, monthly and yearly tickets, green fees.

   b. Twenty-five percent (25%) of all cart fees collected.

   c. All revenue generated from the pro shop, restaurant, pull-cart and club rentals, driving range, lessons, food, and beverage sales.

Operator is also entitled to complimentary play for himself and up to three regular employees.

Operator is not an employee of the City of Porterville, and is therefore ineligible for vacation, sick leave or retirement benefits that may now, or hereafter, be available to employees of the City of Porterville. However, Operator will continue to receive the basic consideration as set forth above, although Operator’s absence from the premises may occur from time to time for reason of sickness or vacation. Notice of vacation absences shall be given in advance to the Parks and Leisure Services Director, or his Leisure Services Director, or his designee. Said consideration provided for in this paragraph shall be paid to Operator by the City monthly on the basis of the revenue as set forth and received from the preceding month. All funds received at the course will be operated through the City’s cash register for accounting purposes.

13. **Business License.** Prior to conducting any business as contemplated herein, and at all times during the term of this agreement, Operator shall secure a business license from the City of Porterville and provide proof of such license to the Director of Parks and Leisure Services for the City of Porterville.

14. **Days of Operations.** Operator agrees that the golf course shall be open for use six (6) days a week, and shall be opened every Monday that is declared to be a state and/or local holiday, except the course will not be open on the following holidays, whether falling on a Monday, or otherwise: Thanksgiving Day, Christmas Day and New Year’s Day. Notwithstanding the foregoing, the Operator shall have the discretion to close the course from time to time due to poor course conditions resulting from inclement weather. Furthermore, notwithstanding the foregoing, the Operator shall have the discretion, in consultation and concurrence of the Parks and Leisure Services Director, to open the course on Mondays for special programs and tournaments.

15. **Termination.** This Agreement with Operator is in consideration of the services that Operator shall perform as the professional-manager of the Porterville Municipal Golf Course. In the event that any of said services required by Operator are terminated, then this Agreement may,
at the option of the City, be terminated and canceled pursuant to Section 22 below. In the event Operator breaches or fails to comply with any terms or conditions of this agreement, then, at the option of the City, this agreement shall be terminated, and Operator shall immediately surrender possession of any premises and/or rights herein granted.

16. **Independent Contractor.** With respect to the performance of the duties and obligations arising under this Agreement, it is mutually understood and agreed that Operator will be acting as an independent contractor. Nothing in this agreement is intended, nor shall be construed, to create a partnership, an employer/employee relationship, a joint venture relationship; or any other relationship between Operator and the City.

17. **Annual Audit.** The Operator will annually transmit to the City an annual summary detailing player demographics, rounds of golf play, cart rental and driving range activity, clinics conducted, and all revenues received by Operator through exercise of this Agreement, within 60 days after the close of each fiscal year during the term of this contract.

18. **Background and Drug Testing.** Alcohol and drug testing is a condition of approval for this agreement. The Operator shall submit to an alcohol and/or drug test conducted by the City Physician at the City’s expense. The Contractor shall submit immediately to an alcohol and/or drug screen test when requested by the City during the term of this Agreement. Refusing to provide a urine specimen as requested by the City Physician will result in the termination of the Agreement. This agreement is also subject to Operator’s successful completion of a background check, to be performed by the City at its own cost.

19. **Additional Duties.** It is contemplated by the parties herein that from time to time there may be required of Operator additional duties not herein specifically set forth. In that event it is agreed that this Agreement shall be supplemented.

20. **City’s Financial Commitment.** The city agrees to provide services and materials to properly maintain the buildings and grounds of said municipal golf course subject to budgetary funding.

21. **Annual Evaluation.** This Agreement shall be reviewed annually. Operator’s performance will also be evaluated yearly.

22. **Notice of Termination.** Notwithstanding any provision of this agreement to the contrary, the Agreement may be terminated by either party, without cause, by giving the other party ninety (90) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested, addressed as follows:
CITY: City Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

OPERATOR: Casey Lance Butler
Porterville Municipal Golf Course
702 East Isham Avenue
Porterville, CA 93257

With copies to: Director of Department of Parks & Leisure Services
City of Porterville
291 N. Main Street
Porterville, CA 93257

Notwithstanding the foregoing, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party, in the manner set forth herein. “For cause” shall include a breach of any term or condition of this agreement, and/or per Section 15 above.

In the event this Agreement is terminated prior to the conclusion of the term hereof, Operator shall be entitled to retain payments under this Agreement and to receive payment of 21% of green fees and 25% of cart rental fees for that portion of the month in which this agreement is terminated.

In the event that the City terminates this agreement prior to the conclusion of the term herein, the City shall purchase all merchandise in stock and on order at the Operator’s delivered cost and at market value. Purchase of merchandise excludes personal property. Operator shall afford the City the first rights to all business merchandise, without removing property from the premises, and shall not retain any merchandise or business related property necessary for the continued conduction of operations, without the concurrence of the City.

23. Equal Opportunity. Neither Operator, nor any agent, servant, or employee of Operator shall willfully discriminate against any employee or patron of the Porterville Municipal Golf Course on any facilities related thereto, and all patrons, ancestry, sex, national origin, local custom, habit, or sexual orientation. Violation by Operator of this provision of the State Fair Employment Practices Act shall be cause to terminate this Agreement.

24. Attorney’s Fees. If any legal action, arbitration or other proceeding is brought in connection with this Agreement, the prevailing parties shall be entitled to recover their actual attorney’s fees and costs, in addition to other costs incurred in such action, arbitration or proceeding, reimbursement of fees advanced in the event of arbitration, and other relief to which they may be entitled.
IN WITNESS WHEREOF, the parties have caused this agreement to be executed at Porterville, California, on __________________, 2011.

CITY:

CITY OF PORTERVILLE

________________________
Ronald L. Irish, Mayor

ATTEST:

________________________
John Lollis, City Clerk

Approved as to Form:

________________________
Julie Lew, City Attorney

OPERATOR:

________________________
Casey Lance Butler

Julia/mkjl/Porterville/general/GolfAgreement080211jmlmods.doc
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: ACCEPTANCE OF IMPROVEMENTS – SIERRA MEADOWS, PHASE TWO (Nicholson & Smee, LLC)

SOURCE: Public Works Department - Engineering Division

COMMENT: The Subdivider, Gary Smee with Nicholson and Smee, LLC, has requested that the public improvements constructed for his subdivision, be accepted by the City for maintenance. All required improvements, excepting sidewalks, have been completed, inspected by City staff and found to be acceptable.

The Subdivider has submitted a one (1) year maintenance guarantee for five percent of the total cost of improvements. A surety for covering the costs of the remaining public sidewalks is on file as well.

Staff has been given direction to document the landscape condition associated with the Landscape and Lighting District formed during progression of land development projects. The general overall condition of the landscaping within the Sierra Meadows, Phase Two Landscape and Lighting District is portrayed in the attached photographs.

RECOMMENDATION: That City Council:

1. Accept the public improvements of Sierra Meadows, Phase Two Subdivision for maintenance;

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

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

ATTACHMENTS: Locator Map
Common Area Landscaping Photographs

P:\PUBWORKS\GENERAL\COUNCIL\ACCEPTANCE OF IMPROVEMENTS SIERRA MEADOWS, PH TWO 2011-08-02,DOC

Dir Appropriated/Funded CM Item No. 11a
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: INTERIM FINANCIAL STATUS REPORTS

SOURCE: Finance Department

COMMENT: The City Charter requires financial status reports to be provided to City Council members on a monthly basis. Council Minute Order #13-041602 and #10-011607 established the requirement and parameters for the preparation and presentation of interim financial status reports.

In accordance with Council Minute Order #13-041602 and #10-011607, the interim financial status reports for the 4th fiscal quarter ended June 30, 2011, are submitted. The reports presented are preliminary as accruals of both revenues and expenditures are still being processed.

RECOMMENDATION: That the City Council accept the interim financial status reports as presented.

ATTACHMENTS: Preliminary interim financial reports
## CITY OF PORTERVILLE

### REVENUE STATUS REPORT - GENERAL FUND
**FOR THE YEARS ENDED**
**JUNE 30, 2011 AND JUNE 30, 2010**
*(PRELIMINARY)*

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<th>REVENUE SOURCE</th>
<th>2010-2011 ESTIMATED REVENUE</th>
<th>2010-2011 YEAR-TO-DATE REVENUE</th>
<th>% OF 2009-2010 ESTIMATE</th>
<th>2009-2010 YEAR-TO-DATE REVENUE</th>
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<td>POLICE</td>
<td>217,000</td>
<td>214,161</td>
<td>96.89%</td>
<td>232,000</td>
<td>243,135</td>
</tr>
<tr>
<td>FIRE</td>
<td>24,000</td>
<td>42,611</td>
<td>177.55%</td>
<td>19,000</td>
<td>23,760</td>
</tr>
<tr>
<td>LIBRARY</td>
<td>35,000</td>
<td>48,618</td>
<td>138.91%</td>
<td>35,000</td>
<td>41,750</td>
</tr>
<tr>
<td>RECREATIONAL</td>
<td>1,461,500</td>
<td>1,565,484</td>
<td>107.11%</td>
<td>1,373,422</td>
<td>1,479,018</td>
</tr>
<tr>
<td>INTERDEPARTMENTAL</td>
<td>1,617,030</td>
<td>1,536,793</td>
<td>95.04%</td>
<td>1,587,170</td>
<td>1,554,629</td>
</tr>
<tr>
<td>OTHER</td>
<td>6,000</td>
<td>7,833</td>
<td>130.55%</td>
<td>20,500</td>
<td>2,975</td>
</tr>
<tr>
<td>OTHER REVENUES</td>
<td>72,100</td>
<td>85,271</td>
<td>118.27%</td>
<td>81,000</td>
<td>93,786</td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td>$21,339,888</td>
<td>$21,550,020</td>
<td>100.98%</td>
<td>$22,469,333</td>
<td>$22,493,683</td>
</tr>
<tr>
<td>SALE OF REAL PROPERTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING TRANSFERS</td>
<td>1,078,846</td>
<td>1,202,335</td>
<td>111.45%</td>
<td>649,315</td>
<td>578,138</td>
</tr>
<tr>
<td>DEBT SERVICE TRANSFERS</td>
<td>654,962</td>
<td>626,557</td>
<td>95.66%</td>
<td>669,894</td>
<td>782,880</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$23,073,696</td>
<td>$23,547,862</td>
<td>102.06%</td>
<td>$23,788,542</td>
<td>$25,866,051</td>
</tr>
</tbody>
</table>
CITY OF PORTERVILLE

REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2011 AND JUNE 30, 2010
(PRELIMINARY)

<table>
<thead>
<tr>
<th>REVENUE SOURCE</th>
<th>2010-2011 ESTIMATED REVENUE</th>
<th>2010-2011 YEAR-TO-DATE REVENUE</th>
<th>% OF 2010 ESTIMATE</th>
<th>2009-2010 ESTIMATED REVENUE</th>
<th>2009-2010 YEAR-TO-DATE REVENUE</th>
<th>% OF 2009 ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEASURE H SALES TAX</td>
<td>$2,450,000</td>
<td>$2,686,171</td>
<td>109.6%</td>
<td>$2,850,000</td>
<td>$2,480,860</td>
<td>87.0%</td>
</tr>
<tr>
<td>REDEVELOPMENT AGENCY</td>
<td>1,033,261</td>
<td>1,104,128</td>
<td>106.9%</td>
<td>1,193,009</td>
<td>629,095</td>
<td>52.7%</td>
</tr>
<tr>
<td>SPECIAL GAS TAX</td>
<td>2,696,439</td>
<td>1,586,420</td>
<td>58.8%</td>
<td>1,881,700</td>
<td>1,705,472</td>
<td>90.6%</td>
</tr>
<tr>
<td>LOCAL TRANSPORTATION FUNDS (LTF)</td>
<td>4,230,100</td>
<td>2,029,985</td>
<td>48.0%</td>
<td>6,420,000</td>
<td>2,408,888</td>
<td>37.5%</td>
</tr>
<tr>
<td>TRAFFIC SAFETY FUND</td>
<td>200,000</td>
<td>117,359</td>
<td>58.7%</td>
<td>160,200</td>
<td>272,704</td>
<td>170.2%</td>
</tr>
<tr>
<td>ZALUD ESTATE</td>
<td>7,000</td>
<td>6,863</td>
<td>98.0%</td>
<td>7,500</td>
<td>9,058</td>
<td>120.8%</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT BLOCK GRANT</td>
<td>1,666,640</td>
<td>1,565,012</td>
<td>93.9%</td>
<td>2,415,416</td>
<td>1,542,744</td>
<td>63.9%</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>3,629,616</td>
<td>3,043,517</td>
<td>83.9%</td>
<td>4,446,554</td>
<td>2,970,587</td>
<td>66.8%</td>
</tr>
<tr>
<td>SPECIAL SAFETY GRANTS</td>
<td>304,380</td>
<td>581,299</td>
<td>191.0%</td>
<td>269,550</td>
<td>308,426</td>
<td>114.4%</td>
</tr>
<tr>
<td>SEWER OPERATING</td>
<td>6,560,800</td>
<td>6,490,244</td>
<td>98.9%</td>
<td>6,420,304</td>
<td>6,594,844</td>
<td>102.7%</td>
</tr>
<tr>
<td>REFUSE REMOVAL</td>
<td>5,336,700</td>
<td>5,383,712</td>
<td>100.0%</td>
<td>5,449,450</td>
<td>5,303,087</td>
<td>97.3%</td>
</tr>
<tr>
<td>AIRPORT OPERATIONS</td>
<td>1,449,298</td>
<td>1,315,704</td>
<td>90.8%</td>
<td>1,334,050</td>
<td>817,199</td>
<td>61.3%</td>
</tr>
<tr>
<td>GOLF COURSE</td>
<td>304,000</td>
<td>221,933</td>
<td>73.0%</td>
<td>310,398</td>
<td>280,765</td>
<td>90.5%</td>
</tr>
<tr>
<td>WATER OPERATING</td>
<td>5,163,135</td>
<td>4,787,062</td>
<td>92.7%</td>
<td>5,056,365</td>
<td>4,653,373</td>
<td>92.0%</td>
</tr>
<tr>
<td>RISK MANAGEMENT</td>
<td>4,246,075</td>
<td>4,660,259</td>
<td>109.8%</td>
<td>4,038,915</td>
<td>4,609,670</td>
<td>114.1%</td>
</tr>
<tr>
<td>EQUIPMENT MAINTENANCE</td>
<td>2,315,000</td>
<td>2,712,485</td>
<td>117.2%</td>
<td>2,300,320</td>
<td>2,396,035</td>
<td>104.2%</td>
</tr>
<tr>
<td>LANDSCAPE MAINTENANCE DISTRICT</td>
<td>260,000</td>
<td>278,529</td>
<td>107.1%</td>
<td>216,000</td>
<td>209,863</td>
<td>97.2%</td>
</tr>
<tr>
<td>WATER REPLACEMENT</td>
<td>432,080</td>
<td>556,715</td>
<td>128.6%</td>
<td>493,744</td>
<td>608,626</td>
<td>123.3%</td>
</tr>
<tr>
<td>SOLID WASTE RESERVE</td>
<td>1,388,036</td>
<td>777,913</td>
<td>56.1%</td>
<td>572,742</td>
<td>581,235</td>
<td>101.5%</td>
</tr>
<tr>
<td>SEWER REVOLVING</td>
<td>249,930</td>
<td>259,072</td>
<td>103.7%</td>
<td>272,860</td>
<td>270,193</td>
<td>99.0%</td>
</tr>
<tr>
<td>TRANSPORTATION DEVELOPMENT</td>
<td>210,000</td>
<td>217,566</td>
<td>103.6%</td>
<td>210,000</td>
<td>201,149</td>
<td>95.8%</td>
</tr>
<tr>
<td>PARK DEVELOPMENT</td>
<td>50,000</td>
<td>62,739</td>
<td>125.5%</td>
<td>50,000</td>
<td>68,190</td>
<td>136.4%</td>
</tr>
<tr>
<td>TREATMENT PLANT RESERVE</td>
<td>601,544</td>
<td>735,013</td>
<td>122.2%</td>
<td>672,680</td>
<td>766,782</td>
<td>114.0%</td>
</tr>
<tr>
<td>STORM DRAIN DEVELOPMENT</td>
<td>95,000</td>
<td>507,207</td>
<td>533.9%</td>
<td>160,000</td>
<td>86,508</td>
<td>54.1%</td>
</tr>
<tr>
<td>BUILDING CONSTRUCTION</td>
<td>50,000</td>
<td>21,546</td>
<td>43.1%</td>
<td>50,000</td>
<td>44,651</td>
<td>88.3%</td>
</tr>
</tbody>
</table>

TOTALS:                                        | $44,926,934                  | $41,707,453                     | 92.8%              | $47,251,757                  | $39,820,004                   | 84.3%               |
## CITY OF PORTERVILLE

**EXPENDITURE STATUS REPORT - GENERAL FUND**

**FOR THE YEARS ENDED**

**JUNE 30, 2011 AND JUNE 30, 2010**

**(PRELIMINARY)**

<table>
<thead>
<tr>
<th>LEGISLATIVE:</th>
<th>2010-2011</th>
<th>2010-2011</th>
<th>% OF 2009-2010</th>
<th>2009-2010</th>
<th>% OF 2009-2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AMENDED</td>
<td>YEAR-TO-DATE</td>
<td>APPROP</td>
<td>EXPEND</td>
<td>APPROP</td>
</tr>
<tr>
<td>CITY COUNCIL</td>
<td>$120,351</td>
<td>$83,253</td>
<td>69.2%</td>
<td>$186,474</td>
<td>85.9%</td>
</tr>
<tr>
<td>COMMUNITY PROMOTION</td>
<td>170,352</td>
<td>192,235</td>
<td>112.8%</td>
<td>196,258</td>
<td>100.1%</td>
</tr>
<tr>
<td>EMERGENCY OPERATIONS</td>
<td>-</td>
<td>61,078</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMINISTRATIVE &amp; LEGAL:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY MANAGER</td>
<td>246,912</td>
<td>229,240</td>
<td>93.2%</td>
<td>244,441</td>
<td>100.5%</td>
</tr>
<tr>
<td>CITY CLERK</td>
<td>197,104</td>
<td>184,920</td>
<td>93.8%</td>
<td>184,876</td>
<td>100.3%</td>
</tr>
<tr>
<td>HUMAN RESOURCES</td>
<td>235,299</td>
<td>227,037</td>
<td>96.5%</td>
<td>219,847</td>
<td>73.4%</td>
</tr>
<tr>
<td>CITY ATTORNEY</td>
<td>180,000</td>
<td>183,064</td>
<td>101.7%</td>
<td>191,115</td>
<td>135.6%</td>
</tr>
<tr>
<td>FINANCE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FINANCE &amp; ACCOUNTING</td>
<td>746,046</td>
<td>609,246</td>
<td>93.9%</td>
<td>731,216</td>
<td>92.2%</td>
</tr>
<tr>
<td>INFORMATION SERVICES</td>
<td>369,695</td>
<td>326,306</td>
<td>88.3%</td>
<td>367,730</td>
<td>94.0%</td>
</tr>
<tr>
<td>ADMINISTRATIVE SERVICES</td>
<td>413,666</td>
<td>377,848</td>
<td>91.3%</td>
<td>413,666</td>
<td>95.2%</td>
</tr>
<tr>
<td>POLICE PROTECTION</td>
<td>8,231,630</td>
<td>7,655,459</td>
<td>93.0%</td>
<td>7,923,828</td>
<td>95.5%</td>
</tr>
<tr>
<td>FIRE PROTECTION</td>
<td>3,704,061</td>
<td>3,487,354</td>
<td>94.1%</td>
<td>3,660,695</td>
<td>95.0%</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLANNING &amp; ZONING</td>
<td>526,886</td>
<td>382,073</td>
<td>72.5%</td>
<td>516,040</td>
<td>94.9%</td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT</td>
<td>290,273</td>
<td>254,639</td>
<td>87.7%</td>
<td>285,606</td>
<td>96.0%</td>
</tr>
<tr>
<td>PUBLIC WORKS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENGINEERING &amp; BUILDING</td>
<td>1,014,432</td>
<td>918,853</td>
<td>90.6%</td>
<td>960,221</td>
<td>84.2%</td>
</tr>
<tr>
<td>STREET MAINTENANCE</td>
<td>403,375</td>
<td>350,987</td>
<td>87.0%</td>
<td>403,375</td>
<td>96.2%</td>
</tr>
<tr>
<td>SIGNALS, SIGNING &amp; STRIPING</td>
<td>314,180</td>
<td>299,561</td>
<td>92.2%</td>
<td>355,180</td>
<td>91.8%</td>
</tr>
<tr>
<td>STREET LIGHTING</td>
<td>509,336</td>
<td>481,877</td>
<td>94.6%</td>
<td>404,329</td>
<td>84.7%</td>
</tr>
<tr>
<td>STORM DRAINS</td>
<td>90,017</td>
<td>80,306</td>
<td>90.2%</td>
<td>90,017</td>
<td>92.7%</td>
</tr>
<tr>
<td>PARKING LOTS</td>
<td>58,153</td>
<td>54,335</td>
<td>93.4%</td>
<td>47,154</td>
<td>101.7%</td>
</tr>
<tr>
<td>PARKS &amp; LEISURE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARK MAINTENANCE &amp; OPERATION</td>
<td>1,736,443</td>
<td>1,632,307</td>
<td>94.0%</td>
<td>1,768,211</td>
<td>91.5%</td>
</tr>
<tr>
<td>STREET TREES &amp; PARKWAYS</td>
<td>218,375</td>
<td>161,193</td>
<td>73.8%</td>
<td>251,805</td>
<td>174,561</td>
</tr>
<tr>
<td>COMMUNITY CENTERS</td>
<td>247,752</td>
<td>219,487</td>
<td>88.6%</td>
<td>241,023</td>
<td>96.4%</td>
</tr>
<tr>
<td>LEISURE SERVICES</td>
<td>222,983</td>
<td>212,940</td>
<td>95.5%</td>
<td>236,596</td>
<td>91.6%</td>
</tr>
<tr>
<td>LEISURE SERVICES - SPECIAL PROG</td>
<td>1,429,397</td>
<td>1,426,432</td>
<td>99.8%</td>
<td>1,304,682</td>
<td>105.1%</td>
</tr>
<tr>
<td>SWIMMING POOL</td>
<td>168,161</td>
<td>159,731</td>
<td>95.0%</td>
<td>161,843</td>
<td>106.1%</td>
</tr>
<tr>
<td>LIBRARY OPERATIONS</td>
<td>602,937</td>
<td>540,732</td>
<td>89.7%</td>
<td>634,159</td>
<td>98.5%</td>
</tr>
<tr>
<td>SPECIAL PROJECTS</td>
<td>89,849</td>
<td>83,179</td>
<td>92.6%</td>
<td>89,727</td>
<td>69.1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUB TOTALS</strong></td>
<td>22,535,665</td>
<td>20,955,672</td>
<td>93.0%</td>
<td>22,069,913</td>
<td>95.0%</td>
</tr>
<tr>
<td>OPERATING TRANSFERS</td>
<td>111,978</td>
<td>107,645</td>
<td>96.1%</td>
<td>108,892</td>
<td>270.4%</td>
</tr>
<tr>
<td>DEBT SERVICE</td>
<td>1,820,449</td>
<td>1,826,499</td>
<td>100.3%</td>
<td>1,827,584</td>
<td>100.1%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$24,468,092</strong></td>
<td><strong>$22,899,816</strong></td>
<td><strong>93.5%</strong></td>
<td><strong>$24,006,389</strong></td>
<td><strong>96.2%</strong></td>
</tr>
<tr>
<td>Fund Description</td>
<td>2010-2011 AMENDED APPROP</td>
<td>2010-2011 YEAR-TO-DATE EXPEND</td>
<td>% OF 2009-2010 AMENDED APPROP</td>
<td>2009-2010 AMENDED APPROP</td>
<td>2009-2010 YEAR-TO-DATE EXPEND</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>--------------------------</td>
<td>-------------------------------</td>
<td>-------------------------------</td>
<td>--------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Measure H Sales Tax</td>
<td>$2,537,934</td>
<td>$2,275,237</td>
<td>89.6%</td>
<td>$2,517,566</td>
<td>$2,291,039</td>
</tr>
<tr>
<td>Redevelopment Agency</td>
<td>998,933</td>
<td>2,624,968</td>
<td>262.8%</td>
<td>1,366,049</td>
<td>1,348,605</td>
</tr>
<tr>
<td>Zalud Estate</td>
<td>23,208</td>
<td>24,811</td>
<td>106.9%</td>
<td>26,208</td>
<td>23,978</td>
</tr>
<tr>
<td>Community Development Block Grant</td>
<td>520,155</td>
<td>471,729</td>
<td>90.7%</td>
<td>481,973</td>
<td>463,381</td>
</tr>
<tr>
<td>Transit</td>
<td>3,996,165</td>
<td>3,357,263</td>
<td>84.0%</td>
<td>4,052,037</td>
<td>2,411,692</td>
</tr>
<tr>
<td>Special Safety Grants</td>
<td>375,047</td>
<td>355,563</td>
<td>94.8%</td>
<td>461,161</td>
<td>419,204</td>
</tr>
<tr>
<td>Sewer Operating</td>
<td>5,430,015</td>
<td>4,765,647</td>
<td>87.8%</td>
<td>5,277,667</td>
<td>5,018,090</td>
</tr>
<tr>
<td>Refuse Removal</td>
<td>5,250,238</td>
<td>5,029,001</td>
<td>95.8%</td>
<td>5,428,038</td>
<td>5,652,410</td>
</tr>
<tr>
<td>Airport</td>
<td>1,447,846</td>
<td>1,152,612</td>
<td>79.6%</td>
<td>1,330,358</td>
<td>788,530</td>
</tr>
<tr>
<td>Golf Course</td>
<td>379,000</td>
<td>352,438</td>
<td>93.0%</td>
<td>385,355</td>
<td>408,297</td>
</tr>
<tr>
<td>Water Operating</td>
<td>4,826,966</td>
<td>4,061,670</td>
<td>84.1%</td>
<td>4,711,578</td>
<td>4,346,837</td>
</tr>
<tr>
<td>Risk Management</td>
<td>5,005,974</td>
<td>5,238,313</td>
<td>104.6%</td>
<td>4,423,888</td>
<td>5,319,811</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>2,304,469</td>
<td>2,812,857</td>
<td>113.4%</td>
<td>2,281,434</td>
<td>2,408,892</td>
</tr>
<tr>
<td>Landscape Maintenance District</td>
<td>210,986</td>
<td>167,074</td>
<td>79.2%</td>
<td>215,764</td>
<td>179,623</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$33,306,936</strong></td>
<td><strong>$32,489,183</strong></td>
<td><strong>97.5%</strong></td>
<td><strong>$32,939,076</strong></td>
<td><strong>$31,077,389</strong></td>
</tr>
</tbody>
</table>
CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Years Ended June 30, 2011 and June 30, 2010
(PRELIMINARY)

<table>
<thead>
<tr>
<th></th>
<th>FY 2010-11</th>
<th>FY 2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax - Measure H</td>
<td>$2,627,615</td>
<td>$2,407,989</td>
</tr>
<tr>
<td>Interest</td>
<td>58,556</td>
<td>72,871</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>2,686,171</td>
<td>2,480,860</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>1,176,867</td>
<td>1,168,799</td>
</tr>
<tr>
<td>Fire Department</td>
<td>792,999</td>
<td>774,294</td>
</tr>
<tr>
<td>Library &amp; Literacy</td>
<td>305,372</td>
<td>347,946</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>406</td>
<td>199,834</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>2,275,644</td>
<td>2,490,873</td>
</tr>
<tr>
<td><strong>TRANSFER FROM OTHER FUNDS</strong></td>
<td>3,736</td>
<td>28,990</td>
</tr>
<tr>
<td><strong>REVENUE OVER/(UNDER) EXPENDITURES</strong></td>
<td>$414,263</td>
<td>$18,977</td>
</tr>
</tbody>
</table>
CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Years Ended June 30, 2011 and June 30, 2010
(PRELIMINARY)

<table>
<thead>
<tr>
<th>FUND</th>
<th>REVENUES</th>
<th>EXPENSES</th>
<th>6/30/2011 NET PROFIT (LOSS)</th>
<th>6/30/2010 NET PROFIT (LOSS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zalud Estate</td>
<td>$ 6,863</td>
<td>$(24,811)</td>
<td>$(17,948)</td>
<td>$(14,920)</td>
</tr>
<tr>
<td>Sewer Operating</td>
<td>6,490,244</td>
<td>$(4,765,647)</td>
<td>1,724,597</td>
<td>1,576,755</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>5,383,712</td>
<td>(5,029,001)</td>
<td>354,711</td>
<td>(349,323)</td>
</tr>
<tr>
<td>Airport</td>
<td>1,315,704</td>
<td>(1,152,612)</td>
<td>163,092</td>
<td>28,669</td>
</tr>
<tr>
<td>Golf</td>
<td>221,933</td>
<td>(352,438)</td>
<td>(130,505)</td>
<td>(127,533)</td>
</tr>
<tr>
<td>Water Operating</td>
<td>4,787,062</td>
<td>(4,061,670)</td>
<td>725,392</td>
<td>306,536</td>
</tr>
</tbody>
</table>

NOTE: The Transit Fund is not included as it does not contain any retained earnings.
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: QUARTERLY PORTFOLIO SUMMARY

SOURCE: Finance Department

COMMENT: This report reflects the investment portfolio of the City of Porterville as of June 30, 2011, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville’s Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly Portfolio Summary.

ATTACHMENTS: Quarterly Portfolio Summary

D.D. Appropriated/Funded C.M. Item No. 13

<table>
<thead>
<tr>
<th>INVESTMENT OR CUSIP NUMBER</th>
<th>INSTITUTION</th>
<th>PURCHASE PRICE</th>
<th>MARKET VALUE</th>
<th>COUPON INTEREST RATE</th>
<th>PURCHASE DATE</th>
<th>MATURITY DATE</th>
<th>DAYS TO MATURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1225</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>5.100%</td>
<td>10/16/2008</td>
<td>10/16/2013</td>
<td>839</td>
</tr>
<tr>
<td>1227</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>5.170%</td>
<td>10/30/2008</td>
<td>9/30/2013</td>
<td>823</td>
</tr>
<tr>
<td>1228</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>5.150%</td>
<td>10/30/2008</td>
<td>10/30/2013</td>
<td>853</td>
</tr>
<tr>
<td>1230</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>4.890%</td>
<td>12/11/2008</td>
<td>12/11/2013</td>
<td>895</td>
</tr>
<tr>
<td>1233</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.070%</td>
<td>6/16/2009</td>
<td>6/16/2012</td>
<td>352</td>
</tr>
<tr>
<td>1234</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.070%</td>
<td>6/18/2009</td>
<td>6/18/2012</td>
<td>354</td>
</tr>
<tr>
<td>1235</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>3.050%</td>
<td>6/22/2009</td>
<td>6/22/2012</td>
<td>356</td>
</tr>
<tr>
<td>1236</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>3.600%</td>
<td>8/14/2009</td>
<td>8/14/2014</td>
<td>1,141</td>
</tr>
<tr>
<td>1237</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>148,000</td>
<td>148,000</td>
<td>3.300%</td>
<td>8/14/2009</td>
<td>8/14/2013</td>
<td>776</td>
</tr>
<tr>
<td>1238</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>248,000</td>
<td>248,000</td>
<td>2.970%</td>
<td>8/14/2009</td>
<td>8/14/2014</td>
<td>411</td>
</tr>
<tr>
<td>1239</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.110%</td>
<td>10/22/2009</td>
<td>10/22/2013</td>
<td>825</td>
</tr>
<tr>
<td>1240</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>2.250%</td>
<td>10/28/2009</td>
<td>10/28/2011</td>
<td>120</td>
</tr>
<tr>
<td>1241</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.250%</td>
<td>11/5/2009</td>
<td>11/5/2013</td>
<td>859</td>
</tr>
<tr>
<td>1242</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.050%</td>
<td>11/24/2009</td>
<td>11/25/2013</td>
<td>879</td>
</tr>
<tr>
<td>1243</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>2.400%</td>
<td>12/12/2009</td>
<td>6/11/2012</td>
<td>347</td>
</tr>
<tr>
<td>1244</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>3.400%</td>
<td>1/13/2010</td>
<td>1/13/2015</td>
<td>1,293</td>
</tr>
<tr>
<td>1245</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>102,050</td>
<td>102,050</td>
<td>2.720%</td>
<td>1/26/2010</td>
<td>1/28/2013</td>
<td>576</td>
</tr>
<tr>
<td>1246</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>2.350%</td>
<td>4/16/2010</td>
<td>4/16/2015</td>
<td>1,386</td>
</tr>
<tr>
<td>1247</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>2.230%</td>
<td>4/29/2010</td>
<td>4/30/2012</td>
<td>305</td>
</tr>
<tr>
<td>1248</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>2.500%</td>
<td>5/4/2010</td>
<td>5/4/2012</td>
<td>309</td>
</tr>
<tr>
<td>1249</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>3.460%</td>
<td>6/3/2010</td>
<td>4/3/2015</td>
<td>1,373</td>
</tr>
<tr>
<td>1251</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>2.270%</td>
<td>6/29/2010</td>
<td>6/29/2013</td>
<td>730</td>
</tr>
<tr>
<td>1252</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>2.970%</td>
<td>7/2/2010</td>
<td>10/2/2013</td>
<td>825</td>
</tr>
<tr>
<td>1253</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>247,000</td>
<td>247,000</td>
<td>3.190%</td>
<td>8/2/2010</td>
<td>8/2/2015</td>
<td>1,494</td>
</tr>
<tr>
<td>1254</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>3.000%</td>
<td>9/3/2010</td>
<td>9/3/2014</td>
<td>1,161</td>
</tr>
<tr>
<td>1255</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>147,000</td>
<td>147,000</td>
<td>2.750%</td>
<td>9/27/2010</td>
<td>9/27/2015</td>
<td>1,550</td>
</tr>
<tr>
<td>1256</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>1.880%</td>
<td>6/9/2011</td>
<td>6/19/2014</td>
<td>1,085</td>
</tr>
</tbody>
</table>

**TOTALS**

$55,690,129 $55,860,350

**WEIGHTED AVERAGE RATE OF EARNINGS**

<table>
<thead>
<tr>
<th>ONE YEAR HISTORY</th>
<th>CURRENT PORTFOLIO HOLDINGS</th>
<th>WEIGHTED AVERAGE DAYS TO MATURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/31/2010</td>
<td>2.276%</td>
<td>47.404%</td>
</tr>
<tr>
<td>6/30/2011</td>
<td>2.056%</td>
<td>878</td>
</tr>
</tbody>
</table>

Comments:

Portfolio holdings as of June 30, 2011, are in compliance with the current Investment Policy. With 47.404% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending September 30, 2011, and will be presented during the November 1, 2011 Council meeting.
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: STREET PERFORMANCE MEASURE – 4th QUARTER REPORT

SOURCE: Public Works Department - Engineering Division

COMMENT: The purpose of this staff report is to provide Council with an update on the progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the 4th quarter in FY 2010/2011.

For Council’s information, the light blue bar represents staff’s estimated quantity of “work” for each category. The black overlaid bar represents the quantity of work accomplished to date.

Jaye Street Extension Project, and the Indiana and Scranton Project are currently under construction. Although work began in FY 2010/2011, the chart will not reflect this reconstruction progress until FY 2011/2012.

RECOMMENDATION: Information Only

ATTACHMENTS: 4th Quarter Street Performance Chart
3rd Quarter Street Performance Chart

P:\pubworks\General\Council\Street Performance Measure - 4th Quarter Update - 2011-08-02.doc
<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Task Notes</th>
<th>Task Status</th>
<th>Task Priority</th>
<th>Task Milestone</th>
<th>Task Comments</th>
<th>Task Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Task 1</td>
<td>Notes 1</td>
<td>Status 1</td>
<td>Priority 1</td>
<td>Milestone 1</td>
<td>Comments 1</td>
<td>Due Date 1</td>
</tr>
<tr>
<td>2</td>
<td>Task 2</td>
<td>Notes 2</td>
<td>Status 2</td>
<td>Priority 2</td>
<td>Milestone 2</td>
<td>Comments 2</td>
<td>Due Date 2</td>
</tr>
<tr>
<td>3</td>
<td>Task 3</td>
<td>Notes 3</td>
<td>Status 3</td>
<td>Priority 3</td>
<td>Milestone 3</td>
<td>Comments 3</td>
<td>Due Date 3</td>
</tr>
<tr>
<td>4</td>
<td>Task 4</td>
<td>Notes 4</td>
<td>Status 4</td>
<td>Priority 4</td>
<td>Milestone 4</td>
<td>Comments 4</td>
<td>Due Date 4</td>
</tr>
<tr>
<td>5</td>
<td>Task 5</td>
<td>Notes 5</td>
<td>Status 5</td>
<td>Priority 5</td>
<td>Milestone 5</td>
<td>Comments 5</td>
<td>Due Date 5</td>
</tr>
<tr>
<td>6</td>
<td>Task 6</td>
<td>Notes 6</td>
<td>Status 6</td>
<td>Priority 6</td>
<td>Milestone 6</td>
<td>Comments 6</td>
<td>Due Date 6</td>
</tr>
<tr>
<td>7</td>
<td>Task 7</td>
<td>Notes 7</td>
<td>Status 7</td>
<td>Priority 7</td>
<td>Milestone 7</td>
<td>Comments 7</td>
<td>Due Date 7</td>
</tr>
<tr>
<td>8</td>
<td>Task 8</td>
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<td>Status 8</td>
<td>Priority 8</td>
<td>Milestone 8</td>
<td>Comments 8</td>
<td>Due Date 8</td>
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<tr>
<td>9</td>
<td>Task 9</td>
<td>Notes 9</td>
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<td>Priority 9</td>
<td>Milestone 9</td>
<td>Comments 9</td>
<td>Due Date 9</td>
</tr>
<tr>
<td>10</td>
<td>Task 10</td>
<td>Notes 10</td>
<td>Status 10</td>
<td>Priority 10</td>
<td>Milestone 10</td>
<td>Comments 10</td>
<td>Due Date 10</td>
</tr>
<tr>
<td>Task</td>
<td>1/1/11</td>
<td>1/15/11</td>
<td>1/29/11</td>
<td>2/5/11</td>
<td>2/19/11</td>
<td>3/5/11</td>
<td>3/19/11</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>--------</td>
<td>---------</td>
<td>---------</td>
<td>--------</td>
<td>---------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td>1. Street Reconstruction Progress</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each square represents 500 LF of street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Overlay Progress</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each square represents 300 LF of street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Micro Surfacing Progress</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each square represents 1000 SF of street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Pothole Repair Progress</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each square represents 100 SF of pothole</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Composed on March 31, 2011
COUNCIL AGENDA: August 2, 2011

SUBJECT: CODE ENFORCEMENT UPDATE

SOURCE: FIRE DEPARTMENT

COMMENT: FOR INFORMATION ONLY

The Code Enforcement Officer has been very busy in dealing with new and outstanding code issues, citizen complaints, and educating the public while obtaining voluntary compliance from the citizens of this community.

At the direction of Council, this quarterly report is prepared for your information concerning the activities and code issues that Code Enforcement has addressed and the impact that the program has contributed to making this a safer community.

(See attached Code Enforcement Stats for April 1 – June 30, 2011 )

Attachment: Code Enforcement Stats for April 1 – June 30, 2011
Attachment 2: Code Enforcement Exploded Pie Graph
Attachment 3: Code Enforcement Stats Explanation

Dir C Approp./ Funded N/A CM J Item No. 15
**CODE ENFORCEMENT STATS FROM 4-1-2011 TO 6-30-2011**

**General Complaints**

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contacts and follow ups</td>
<td>665</td>
</tr>
<tr>
<td>Complaints received</td>
<td>85</td>
</tr>
<tr>
<td>Notice of Violation issued</td>
<td>20</td>
</tr>
<tr>
<td>Administrative Citations issued</td>
<td>3</td>
</tr>
</tbody>
</table>

**Weed Abatement**

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weed Abatement Hours</td>
<td>33.5</td>
</tr>
<tr>
<td>Weed Abatement Properties Reviewed</td>
<td>454</td>
</tr>
</tbody>
</table>

**Business License**

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>License checks</td>
<td>62</td>
</tr>
<tr>
<td>Permit checks</td>
<td>32</td>
</tr>
</tbody>
</table>

**Building Permits**

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Checks</td>
<td>28</td>
</tr>
</tbody>
</table>
CODE ENFORCEMENT STATS FROM 4-1-2011 TO 6-30-2011

To add some clarity to the code enforcement stats, the number of 665 daily contacts reflects our contacts with the citizens of Porterville. Our contacts range from a single contact providing information to the public for a particular violation, to multiple contacts when following up and working with violators who are hesitant to comply.

Code Enforcement issued 3 Administrative Citations during the quarter in question for violations of the Municipal Code. All 3 were issued for building permit violations.

Of the 20 Notice of Violations that were issued, 9 were for business license violations, 7 were issued for failure to obtain a charitable carwash permit, 1 was issued for multiple zoning violations, the remaining 3 were issued for building permit violations.

During this period Code Enforcement was able to check 62 business licenses and 28 building permits.
SUBJECT: ATTENDANCE REPORT FOR CITY COMMISSIONS AND COMMITTEES – 4TH QUARTER REPORT

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: At its meeting of May 6, 2008, the City Council expressed an interest in being kept apprised of member attendance at City Commission and Committee meetings. As such, staff is herein providing for informational purposes the attendance records as of the fourth quarter FY 2010/2011 for the following City Commissions and Committees:

- Parks & Leisure Services Commission;
- Library and Literacy Commission;
- Transactions and Use Tax Oversight Committee;
- CDBG Advisory and Housing Opportunity Committee; and
- Redevelopment Advisory Committee.

RECOMMENDATION: Informational report only.

ATTACHMENTS: Attendance Reports
### Parks & Leisure Services Commissioner's Record of Attendance

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P = Present; E = Excused Absence; A = Absent; T = Tardy

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### Parks & Leisure Services Commissioner's Record of Attendance

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*Special session called by the Chair.

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*Special session called by the Chair.
## Redevelopment Advisory Committee
### Attendance Report as of June 30, 2011

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*X = In attendance

*No Meetings were held during this reporting period.*
CDBG Citizens' Advisory and Housing Opportunity Committee  
Attendance Report as of June 30, 2011

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*This Committee meets on an annual basis in March. No meetings were held during this reporting period.*
## Transactions and Use Tax Oversight Committee
### Attendance Records

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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>P</td>
<td>Apptd. 01/2011 thru 05/2014.</td>
</tr>
<tr>
<td>Michael MacDonald</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>P</td>
<td>Apptd 01/2011 thru 05/2014.</td>
</tr>
<tr>
<td>Gail Lemmen</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>P</td>
<td>Apptd 09/2010 thru 05/2012.</td>
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<tr>
<td>John Dennis</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>P</td>
<td>Apptd 09/2010 thru 05/2012.</td>
</tr>
<tr>
<td>Kent D. Hopper</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Apptd. 7/2011 thru 05/2012.</td>
</tr>
</tbody>
</table>
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: REPORT ON CHARITABLE CAR WASHES

SOURCE: Finance Department

COMMENT: In accordance with City Council direction, staff is providing an updated report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to 4 car washes at any commercial property per calendar year and up to 4 car washes by a charitable organization in a calendar year. For the period January 1 to June 30, 2011, the following car washes occurred within the City.

<table>
<thead>
<tr>
<th>Event Date</th>
<th>Name of Organization</th>
<th>Location of Car Wash</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 29, 2011</td>
<td>Comision Honorifica Mexicana-Americana, Inc</td>
<td>Roscoe Melton’s Discount Tires – 921 W Olive</td>
</tr>
<tr>
<td>February 26, 2011</td>
<td>Porterville Gleaners Seniors, Inc</td>
<td>El Gallito Market – 283 W Olive Ave</td>
</tr>
<tr>
<td>March 5, 2011</td>
<td>Porterville High School ASB</td>
<td>PHS Science parking lot – 465 W Olive Ave</td>
</tr>
<tr>
<td>March 5, 2011</td>
<td>* Christine Nadine Hill</td>
<td>Ray’s Smog Auto Repair - 381 W Henderson</td>
</tr>
<tr>
<td>March 12, 2011</td>
<td>Victory Outreach Porterville</td>
<td>Victory Outreach - 129 N ‘D’ St</td>
</tr>
<tr>
<td>March 12, 2011</td>
<td>Porterville Iglesia Del Nazareno</td>
<td>Martinez Family Automotive – 755 N Main St</td>
</tr>
<tr>
<td>April 2, 2011</td>
<td>Harmony Magnet Academy</td>
<td>O’Reilly Auto Parts - 1236 W Olive Ave</td>
</tr>
<tr>
<td>April 2, 2011</td>
<td>Porterville Iglesia Del Nazareno</td>
<td>Iglesia del Nazareno – 137 E Morton Ave</td>
</tr>
<tr>
<td>April 22, 2011</td>
<td>Central Family Crisis Center</td>
<td>El Gallito Market – 283 W Olive Ave</td>
</tr>
<tr>
<td>April 23, 2011</td>
<td>Granite Hills High School</td>
<td>El Gallito Market – 283 W Olive Ave</td>
</tr>
<tr>
<td>May 4, 2011</td>
<td>Fraternal Order of Eagles</td>
<td>Asia Garden – 895 W Henderson</td>
</tr>
<tr>
<td>May 14, 2011</td>
<td>AYSO</td>
<td>Roscoe Melton’s Discount Tires – 921 W Olive</td>
</tr>
<tr>
<td>May 14, 2011</td>
<td>First Assembly of God Church</td>
<td>Point’s Glass Inc – 1580 W Olive Ave</td>
</tr>
<tr>
<td>May 14, 2011</td>
<td>First Missionary Baptist Church</td>
<td>First Missionary Baptist Church – 165 E Putnam</td>
</tr>
<tr>
<td>May 14, 2011</td>
<td>Grizzly Football Team (GHHS)</td>
<td>Family Mini-Mart – 575 N Main St</td>
</tr>
<tr>
<td>May 21, 2011</td>
<td>El Granito Foundation</td>
<td>O’Reilly Auto Parts – 1236 W Olive Ave</td>
</tr>
<tr>
<td>May 21, 2011</td>
<td>Granite Hills High School</td>
<td>Napa Auto Parts – 300 W Henderson Ave</td>
</tr>
<tr>
<td>May 21, 2011</td>
<td>PHS Student Council</td>
<td>PHS Admin Parking Lot – 465 W Olive Ave</td>
</tr>
<tr>
<td>May 28, 2011</td>
<td>Porterville United Soccer FC</td>
<td>Roscoe Melton’s Discount Tires – 921 W Olive</td>
</tr>
<tr>
<td>May 28, 2011</td>
<td>Victory Outreach Porterville</td>
<td>Victory Outreach – 129 N ‘D’ St</td>
</tr>
<tr>
<td>Event Date</td>
<td>Name of Organization</td>
<td>Location of Car Wash</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>June 10, 2011</td>
<td>Helping Hands</td>
<td>First Assembly of God Church – 135 E Olive Ave</td>
</tr>
<tr>
<td>June 11, 2011</td>
<td>Burton Middle School Band</td>
<td>Smith's Flowers – 55 N &quot;D&quot; St</td>
</tr>
<tr>
<td>June 11, 2011</td>
<td>Monache High School Clubs</td>
<td>Monache High School – 960 N Newcomb</td>
</tr>
<tr>
<td>June 12, 2011</td>
<td>Porterville United Soccer FC</td>
<td>Quiznos – 1280 #B West Henderson Ave</td>
</tr>
<tr>
<td>June 25, 2011</td>
<td>Strathmore Alumni Association</td>
<td>O'Reilly Auto Parts – 1236 W Olive Ave</td>
</tr>
</tbody>
</table>

*No application for car wash was received. Individual was cited at the event by the code enforcement officer. Individual came in to pay for the permit fee after the event.

RECOMMENDATION: For information only.
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: AIRPORT LEASE RENEWAL – LOT 32D

SOURCE: FINANCE DEPARTMENT/PURCHASING DIVISION

COMMENT: Drew Williams is the current leaseholder of Lot 32D at the Porterville Municipal Airport. The lease will expire on September 30, 2011; however, the lease terms allow for an option to extend the lease for an additional five (5) years, provided the City receives a request to exercise the option 120 days prior to expiration. Paragraph 2 of the Lease Agreement (attached) further states the City’s granting of the option is discretionary, but will not be unreasonably withheld. We received a request from Mr. Williams dated July 13, 2011, asking to continue the lease on Lot 32D. Staff recommends that Council waive the 120-day notice requirement and grant the five-year option to extend the lease to 2016.

RECOMMENDATION: That the Council approve the extension of the Lease Agreement between the City of Porterville and Drew Williams of Springville, CA, for Lot 32D at the Porterville Municipal Airport.

ATTACHMENT: Locator Map
Letter from Mr. Williams requesting renewal
Paragraph 2 of original Lease Agreement
July 13, 2011

Re: Airport Lease Renewal

Susan Hartman
Purchasing Agent

I would like to extend my Lease Agreement for Lot 32 D at the Porterville Airport for another 5 years.

Respectfully,

[Signature]

Drew Williams
LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of October 2001 by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and DREW WILLIAMS, hereinafter referred to as "Lessee".

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: Demised Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 32D at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this lease shall commence on October 1, 2001, both parties having executed the same, and shall terminate on September 30, 2011, provided Lessee is not in default with respect to any of the conditions or covenants of this lease, Lessee shall have an option to request an extension of the terms hereof for an additional period of five (5) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement or any five (5) year extension. Lessor is not obligated to grant any extension but said option shall not be unreasonably withheld.
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT
PORTERVILLE CITY FIREFIGHTER’S ASSOCIATION
AND PORTERVILLE SESQUICENTENNIAL COMMITTEE
PORTERVILLE FIREHOUSE CHILI COOK OFF

SOURCE: Finance Department

COMMENT: The Porterville City Firefighter’s Association and the Porterville Sesquicentennial Committee are requesting approval to hold a chili cook off at the Centennial Plaza on Saturday, September 3, 2011, from 8:00 a.m. to 5:00 p.m. This event will include themed chili booths to help celebrate Porterville’s Sesquicentennial, along with bounce houses, fire truck displays, beer garden and food and craft vendors. Funds raised will be donated to the Children’s Hospital Central California. Street closure is requested on Main Street, from Harrison Avenue to Putnam Avenue; Thurman and Cleveland Avenues from Division to Second Streets. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

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

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the Porterville Firefighter’s Association and the Porterville Sesquicentennial Committee, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit ‘A’ of the Community Civic Event Application.

ATTACHMENT: Community Civic Event Application and Agreement, Exhibit ‘A,’ Outside Amplifier Permit, Map and Exhibit ‘B.’
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: 6/26/11  Event date: Sept. 3, 2011  Event time:  8 am - 5 pm

Name of Event:  Porterville Firehouse Chili Cook Off Challenge

Sponsoring organization:  Porterville Local Firefighters PHONE # (559) 758-8674
Address:  40 W. Cleveland Ave
Authorized representative:  Cody Clem (Fundraising Coordinator) PHONE # (559) 758-8674
Address:  40 W. Cleveland Ave
Event chairperson:  Cody Clem PHONE # (559) 758-8674

Location of event (location map must be attached): Main St. from Harrison to Pitman
Thurman and Cleveland from division to second

Type of event:  Chili Cook Off Fundraiser for Central California Children's Hospital celebrating Porterville's Sesquicentennial
Nonprofit status determination: with themed chili booths, fire truck displays, bounce houses, food, craft, business vendors, beer garden
City services requested (an (fees associated with these services will be billed separately)

Barricades (quantity): 20  Street sweeping Yes  No X
Police protection Yes  No X  Refuse pickup Yes (X)  No X
Other: Live music, country music

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

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

Approve  Deny
_______  _______  Bus Lic Spvr
_______  _______  Pub Works Dir
_______  _______  Comm Dev Dir
_______  _______  Field Svcs Mgr
_______  _______  Fire Chief
_______  _______  Parks Dir
_______  _______  Police Chief
_______  _______  Deputy City Mgr
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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

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

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

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

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 City Firefighters
Local 2169

(Name of Organization)

(Signature)

5-11-11
(Date)

2 of 4
CITY OF PORTERVILLE
VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Firehouse Chili Cook-off
Sponsoring organization: Porterville Sesquicentennial Committee
Location: Centennial Park Event date: 9/3/11 Event time: 9-5 pm

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>will turn in closer to Event</td>
<td></td>
<td></td>
<td></td>
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</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 Firefighters Chili Cook Off

Sponsoring organization: Porterville City Firefighters Local 2169

Event date: Sept. 3 2011 Hours: 0800 - 1800 10 hrs

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 from Harrison to Pitnem</td>
<td>0800</td>
<td>6 PM</td>
<td>Vendor Booths</td>
</tr>
<tr>
<td>Thurman from Division to Second</td>
<td>0800</td>
<td>1800</td>
<td></td>
</tr>
<tr>
<td>Cleveland from Division to Second</td>
<td>0800</td>
<td>1800</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sidewalks</th>
<th>From</th>
<th>To</th>
<th>Activity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Parking lots and spaces</th>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
</table>
REQUIREMENTS FOR COMMUNITY CIVIC EVENT
PORTERVILLE CITY FIREFIGHTER’S ASSOCIATION
AND
PORTERVILLE SESQUICENTENNIAL COMMITTEE
PORTERVILLE FIREHOUSE CHILI COOK OFF
SEPTEMBER 3, 2011

Business License Supervisor:
S. Hartman

Business License requires vendor list prior to event.

Public Works Director:
B. Rodriguez

No comment.

Community Development Director:
B. Dunlap

No comments.

Field Services Manager:
B. Styles

Barricades may be picked up and returned to 555 N. Prospect St.

Chief of Fire Operations:
M. G. Garcia

Parks and Leisure Services Director:
M. Stowe

Police Captain:
S. Rodriguez

Please see attached Exhibit ‘B.’

Administrative Services Manager:
P. Hildreth

See attached Exhibit ‘A’, page 2

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

Sponsor: Porterville City Firefighter's Association and Porterville Sesquicentennial Committee
Event: Porterville Firehouse Chili Cook Off
Event Chairman: Cody Clem
Location: Centennial Plaza
Date of Event: September 3, 2011
Time of Event: 8:00 a.m. to 6:00 pm

RISK MANAGEMENT: Conditions of Approval

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

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

A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A:VII, and the insurance company must be an 'admitted' insurer in the State of California.
CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)

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

1 Name and home address of the applicant: Coely Cem with Porterville City Firefighters
   Local 2169 / 40 W. Cleveland Ave, Porterville

2 Address where amplification equipment is to be used: Centennial Park 200 block N. Main

3 Names and addresses of all persons who will use or operate the amplification equipment: Kiss Country
   1071 W. Shaw Ave, Fresno (with selected entertainment)

4 Type of event for which amplification equipment will be used: Music Entertainment and event announcements

5 Dates and hours of operation of amplification equipment: 0900 - 1800 on 9-3-11

6 A general description of the sound amplifying equipment to be used: Use to be for country music acts in a concert and event announcements including but not limited to ad agencies and sponsors

Section 18-9  It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

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

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

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

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

Signature of Applicant

Date

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

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

JUNE 9, 2011
Date
CITY OF PORTERVILLE
Community Civic Event Application

Porterville Firehouse Chili Cook-Off – September 3, 2011

Proposed Conditions/Requirements for Chili Cook-Off Event

➢ All street closures in the city require City Council approval.

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

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

➢ Event organizers shall have applied and been granted a temporary license to sell alcohol, from the CA Dept. of Alcoholic Beverage Control.

➢ 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 any residents or business establishments in the surrounding area.

➢ Amplified music shall not continue after 9:00 p.m.

Silver Rodriguez, Captain
Police Department- Services Division

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

Since its last review on July 19, 2011, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of $361,750 in damage repair projects (please see attachment) were defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, which after final FEMA administrative review, a total of approximately $270,000 was approved. All repair projects are to be completed by no later than July 2012.

As was previously reported, staff is aware of a State Office of Emergency Services (OES) grant opportunity, which will provide financial assistance for mitigating repetitive flooding conditions. Considering the preliminary flood prevention measures previously presented to the Council, staff is evaluating the grant application criteria, with an application deadline of August 8, 2011. In addition, the Tulare County Office of Emergency Services is attempting to coordinate with the local agencies in assisting with the grant opportunity.

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: CEMA/FEMA List of Projects

Item No. 20
| ITEM # | LOCATION | DESCRIPTION OF DAMAGE AND SCOPE OF WORK | COST ESTIMATE | CATEGORY | WAS WORK COMPLETED BY CONTRACTOR FOR BOTH (Y/N) | WAS WORK COMPLETED BY FUNDING SOURCE FOR BOTH (Y/N) | ENVIRONMENTAL ISSUES OR RESTORATION ISSUES OR HISTORIC ISSUES INDIED (Y/N) | WAS THERE INSURANCE COVERAGE IF ENTERED IN ASSESSED DETERMINABLE AMOUNT (Y/N) | WAS THE FACILITY DAMAGED OR AFFECTED BY A PRIOR DISASTER (Y/N) | ARE THERE COST EFFECTIVE MEASURES THAT MAY PREVENT FUTURE DAMAGE (Y/N) | CHECK OF AMENDED ITEM |
|--------|----------|-----------------------------------------|---------------|----------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------|----------------------|
| 1      | El Granito North of Grand Avenue | Damaged asphalt concrete, "X" gutter and curb & gutter. | $60,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | N                                                             | Y                                  | N                    |
| 2      | Henderson - Newcomb to Mathew street, | Remove & replace 11,000 SF damaged asphalt concrete. | $160,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | Y                                                             | N                                  | Y                    |
| 3      | Hillcrest - Morton Ave. North to Tenmenus street, | Grades damaged street-shoulders, place engineered fill, compact-amp. | $45,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | N                                                             | N                                  | Y                    |
| 4      | Intersection at East Grand st. & Henrahan st, | Remove & replace 10,000 SF of damaged asphalt concrete. | $63,750.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | N                                                             | N                                  | Y                    |
| 5      | OHV | Bulldozer and filler damaged. | $2,500.00 | E        | F/C                                           | N                                             | N                                               | N                                                                 | Y                                                               | N                                                             | Y                                  | Y                    |
| 6      | Murry Park @ Henrahan & Putnam Ave, | Driveway and Parking-lot damage. | $45,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | N                                                             | N                                  | Y                    |
| 7      | Intersection at West Rd & Teapot Dome Ave, | Asphalt concrete shoulder on both sides of the road. | $17,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | Y                                                             | N                                  | Y                    |
| 8      | Plano st. between Putnam Ave. & Thurman Ave. | Damaged drop inlet, asphalt concrete adjacent to drop inlet & repair/replace | $15,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | N                                                             | N                                  | Y                    |
| 9      | West Rd. at Scranton Ave. | Damaged asphalt concrete shoulder along west side of the street. | $24,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | Y                                                             | N                                  | Y                    |
| 10     | Hawaii & Grand Ave. | Remove and replace damaged "V" gutter, spandrel & minor asphalt | $5,000.00 | C        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | N                                                             | N                                  | Y                    |
| 11     | Hillcrest Ave. north of Morton Ave. | Pipeline dredging to remove mud & other debris | $12,000.00 | A        | F/C                                           | N                                             | N                                               | Y                                                                 | N                                                               | N                                                             | N                                  | Y                    |
| 12     | West Rd. at Scranton Ave. | Flood waters pumped-out. | $1,500.00 | B        | FA                                             | N                                             | N                                               | Y                                                                 | X                                                               | N                                                             | N                                  | X                    |

*CATEGORY: A) Debris Clearance; B) Protective Measures; C) Road System; D) Water Control Facility; E) Buildings and Equipment; F) Public Utility System; G) Other. (Note: If a single site has more than one category, indicate the category that represents the majority of damage.)

(DES 95, Rev. 1/02)
SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Schedule the Consideration of Council Reorganization

SOURCE: City Manager

COMMENT: City Council Member Shelton has requested that the City Council authorize the scheduling on the next Council Agenda the consideration of Council reorganization.

RECOMMENDATION: Councilman Shelton makes the motion that the City Council authorize the scheduling on the August 16th Council Agenda the consideration of Council reorganization.

ATTACHMENT: None
The City has created sixty-one Landscape and Lighting Maintenance Districts since 1989. The original District had seventeen annexed areas for new developments in addition to the original area. Since 1996 new Districts have been formed for each new development, representing Districts 2 through 46.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LMD must be followed. At the July 19, 2011 meeting, the City Council preliminarily approved the annual Engineer’s Report, which indicates the proposed assessments for the 2011-2012 Fiscal Year. The assessments, once approved by the City Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare. The assessment process must be fully filed with the County by August 10, 2011 in order to be placed upon the tax rolls.

The Engineer’s Report provides the financial detail on each district. Staff proposes a restructuring of many Landscape Maintenance Districts to address many of the deficits that several districts carry, to refine the strategy for reserves and to streamline accounting procedures.

Grouping of districts then will be determined that can achieve a streamlining of process and accounting, as well as elements of cost savings for the assessed property owners. Once the possible groupings are determined there will need to be an outreach effort to the affected owners along with preparation of reports on the conceptual new districts.
RECOMMENDATIONS: That the City Council:

1. Conduct a public hearing on the 2011-2012 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2011-2012 Fiscal Year.

ATTACHMENTS:  
1. Resolution
2. Engineer's Report
RESOLUTION NO.: ______2011


WHEREAS, the City Council of the City of Porterville did on the 15th day of July, 2011, adopt its Resolution of Intention No. 41-2011 to order the herein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 41-2011 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom, and said City Council having now acquired jurisdiction to order the proposed work;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville as follows:

SECTION 1. IT IS HEREBY RESOLVED by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 41-2011 be done and made; and

SECTION 2. BE IT FURTHER RESOLVED that the report filed by the Engineer is hereby finally approved; and

SECTION 3. BE IT FURTHER RESOLVED that the assessments for fiscal year 2011-2012 and method of assessment in the Engineer’s Report are hereby approved; and

SECTION 4. BE IT FINALLY RESOLVED that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

APPROVED AND ADOPTED this 2nd day of August, 2011.

________________________________________
Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By: __________________________
Patrice Hildreth, Chief Deputy City Clerk
SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 1 = The Hope Drive, Newcomb Street, Thunderbolt Drive and Corsair Drive frontages of the Airport Industrial Park

2. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street

3. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough

4. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street

5. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip

6. Annexation No. 6 = Northpointe Subdivision includes subdivision lighting located south of Westfield Avenue and east of Mathew Street

7. Annexation No. 7 = Quail Park Phase II Subdivision located on Lime Street

8. Annexation No. 8 = Westwood Park Unit Three Subdivision located on Westwood Street adjacent to the Tule River

9. Annexation No. 9 = Parcel Map No. 4132 located on the corner of Henderson Avenue and Westwood Street

10. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street
11. Annexation No. 11 = New Horizons Phase One Subdivision and the remainder parcel located along Springville Ave. and Indiana Street
12. Annexation No. 12 = Sunrise Estates Phase Six Subdivision located on the corner of Prospect Street and Orange Avenue
13. Annexation 13 WITHDRAWN
14. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way and Mulberry Avenue
15. Annexation No. 15 = Northpointe Phase II Subdivision located on Mathew Street
16. Annexation No. 16 = New Horizons Phase II located on the corner of Indiana Street and Springville Avenue
17. Annexation 17 NOT FORMED;
18. Annexation No. 18 = Westwood Mobile Home Park Phase I Subdivision located on Westwood Street and Olive Avenue
19. Annexation No. 19 = Castle Woods Phase I Subdivision located along Castle Avenue and Newcomb Street
20. District No. 2 = North Creek Estates located on Westwood north of Westfield
21. District No. 3 = New Expressions Phase I Subdivision located along Indiana Street between Springville Avenue and Cleo Avenue
22. District No. 4 = River Springs Phase I Subdivision located along Newcomb Street
23. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.
24. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough
25. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue
26. District No. 8 = River Breeze located on Newcomb Street between Patsy and Spring Streets
27. District No. 9 = Orchard Ridge Phase 3 located on Mathew Street between Nancy Avenue, Cheryll Avenue and Belmont Street
28. District No. 10 = Orchard Ridge Phase 4 located on LaVida Court and Carmelo Street
29. District No. 11 = Orchard Ridge Phase 5 located on Mathew Street between LaVida Avenue, Michael Street and Julieanne Avenue
30. District No. 12 = Westwood Estates, Unit 5, Phase 2, located on Henderson Avenue and Brandy Way
31. District No. 13 = River Ranch 3, located on Lloyd Avenue and Newcomb Street
32. District No. 14 = River Springs, Phase Two Subdivision, located on River Avenue, Beverly Street, Date Avenue and River Springs Drive
33. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street

34. District No. 16 = New Expressions, Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail

35. District No. 17 = Orchard Ridge Phase 6 Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street

36. District No. 18 = Ohio North Subdivision located on Ohio Way Street

37. District No. 19 = Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court

38. District No. 20 = West View Place Subdivision located on Median Avenue

39. District No. 21 = Orchard Ridge Phase Seven Subdivision located on Pioneer Avenue, Michael Street and Mathew Street

40. District No. 22 = Meadowood Phase Two Subdivision located on Newcomb Street, Pioneer Avenue, Julieann Avenue, Greenfield Street, York Street and Birch Street

41. District No. 23 = Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont Street, Orange Avenue, Forest Avenue and Parkwest Street

42. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue

43. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue

44. District No. 26 = Orchard Ridge, Phase Nine Subdivision located on Belmont Street, Pamela, Santa Maria and Pioneer Avenues

45. District No. 27 = New Expressions, Phase Three Subdivision located on Springville Avenue, Cleo Avenue and McIntire Avenue along Wisconsin Street

46. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryll Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue

47. District No. 29 = River Springs, Phase 3 Subdivision located on Date Avenue, River Springs Drive and Atkins Court

48. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue

49. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues

50. District No. 32 = Sunrise Villa, Phase 1, 2 and 3 Subdivision located along Mulberry Avenue east of Cottage Street. Phases 2 and 3 were annexed on June 16, 2009
51. District No. 33 = New Expressions, Phase 4 Subdivision located on Indiana Street between Springville Avenue and the Tule River

52. District No. 34 = Meadow Breeze, Phase 3 Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue

53. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street

54. District No. 36 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue; INCORPORATED INTO DISTRICT 40.

55. District No. 37 = Riverview Estates, Phase 4 Subdivision located south of Olive Avenue, and east of Matthew Street, including Union Lane and Parkwest Street

56. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street

57. District No. 39 = Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street

58. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street

59. District No. 41 = Beverly Glenn Subdivision, located between Lotus and Beverly Streets, including Date Avenue

60. District No. 42 = Sierra Estates Subdivision, located east of Leggett Street and including Grand Avenue, South Place, Doree Place and Maurer Street. It also includes stub streets for Belleview and Kanai Streets

61. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates, and Melinda Avenues and Mesa Oak and Pearson Streets

62. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets

63. District No. 45 = New Expressions Phase Five Subdivision located along Parkway Drive and Indiana Street and includes Cloverleaf, Wisconsin, Bay Oak and Milo Streets

64. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.
Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2011-2012 fiscal year for Landscape and Lighting District No. 1, including Annexations 1 through 19 and District 2 through 46.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.
The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that affect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

**Following are estimated maintenance costs and assessments for each District and Annexation.**
District No. 1 - Westwood Estates Subdivision
2011-2012 Fiscal Year
Approved CPI 2000
(Adjusted 2008)
Maximum Assessment $15,625.27

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 13,650 sq. ft. of landscaping area $12,713.18
Project Management, 126 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $(89.55)
Maintenance: 13,650 sq. ft. of landscaping area $11,639.99
Project Management, 126 lots at $1000 + $4.00 per lot $1,504.00
Eliminate Deficit Fund Balance $89.55
Reserves $1,971.60

Estimated Cost Per Year $15,205.14
Previous Year Assessment $15,520.43
New Assessment $15,520.43

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.
4. The benefit to all lots in the annexed area benefit by the uniform maintenance and appearance. All lots benefit equally.
5. The landscaping on Westwood Avenue is oriented away from the units adjacent to the landscaped area.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $15,520.43 / 126 = $123.18 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 126.

Estimated Annual Assessment
A = $123.18 per lot
Annexation No. 1 - Airport Industrial Park  
2011-2012 Fiscal Year  
Maximum Assessment $3,833.00

**ESTIMATED ACCUMULATED COSTS 2010-2011**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance: 1,024,967 sq. ft. of landscaping area</td>
<td>$920.45</td>
</tr>
<tr>
<td>Project Management, 7 lots</td>
<td>$2,958.06</td>
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</tbody>
</table>

**ESTIMATED COSTS 2011-2012**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected July 1, 2011 fund balance</td>
<td>($2,338.99)</td>
</tr>
<tr>
<td>Maintenance: 1,024,967 sq. ft. of landscaping area</td>
<td>$2,958.06</td>
</tr>
<tr>
<td>Project Management, 7 lots at $1000 + $4.00 per lot</td>
<td>$1,028.00</td>
</tr>
<tr>
<td>Eliminate Deficit Fund Balance over 10 years</td>
<td>$233.90</td>
</tr>
<tr>
<td>Reserves</td>
<td>$597.91</td>
</tr>
<tr>
<td>Estimated Cost Per Year</td>
<td>$4,817.87</td>
</tr>
<tr>
<td>Previous Year Assessment</td>
<td>$3,833.00</td>
</tr>
<tr>
<td>New Assessment</td>
<td>$3,833.00</td>
</tr>
</tbody>
</table>

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The benefit to the lots not adjacent to the landscaped area benefit by the uniform maintenance and appearance. All lots not abutting the landscaped area benefit equally.
4. It is proposed that the assessment be divided among the property owners based on their lot size in the assessment area.
5. The area along the south side of Hope Avenue will be included for maintenance until such time that the adjacent property to the south is developed.
6. The following parcels are exempt from fees since they were sold and/or developed prior to annexation to Maintenance District No. 1.
   a. Parcel 1 on Parcel Map No. 3503
   b. Parcel 1 on Parcel Map No. 3684
   c. Parcel 1 and 4 on Parcel Map 3735

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Total Landscape Maintenance Costs}}{\text{Total Net Assessable Square Feet}}
\]

\[
A = \frac{$3,833.00}{1,024,967} = $0.00374 \text{ per sq. ft.}
\]

Assess $0.00374 per sq. ft. annual charge for landscape construction and maintenance for fiscal year.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 2 on P.M. No. 3813</td>
<td>$156.82</td>
</tr>
<tr>
<td>Parcel 1 on P.M. No. 3503</td>
<td>No Fee</td>
</tr>
</tbody>
</table>
Parcel 1 on P.M. No. 3641 = $261.47
Parcel 1 on P.M. No. 3684 = No Fee
Parcels 1 and 4 on P.M. No. 3735 = No Fee
Parcel 2 on P.M. No. 3503 = $162.90
Parcel 1 on P.M. No. 4687 = $464.30

Remaining property owner - COP = $2,787.51

Total = $3,833.00
Annexation No. 2 - Jasmine Ranch
2011-2012 Fiscal Year
Maximum Assessment $8,000.00

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 22,100 sq. ft. of landscaping area $5017.00
Project Management, 22 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $1,415.25
Maintenance: 22,100 sq. ft. of landscaping area $8,201.23
Project Management, 22 lots at $1000 + $4.00 per lot $1,088.00
Reserves $1,431.20

Estimated Cost Per Year $12,117.68
Previous Year Assessment $8,000.00
New Assessment $8,000.00

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. Each lot benefits equally from the other landscaped areas, therefore, each lot will share the combined cost equally.
4. The landscape and pedestrian easement is now abandoned and is eliminated from the Landscape and Lighting Maintenance District No. 1, Annexation #2, no other changes are proposed.

FORMULA FOR ASSESSMENT:
\[
A = \frac{\text{Total Assessment} - F}{L}
\]
L = Number of lots
F = Assessment for remainder parcel

The 2011-2012 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment
\[
F = \$8,000 \times 0.20 = \$1,600.00 \text{ for remainder}
\]
\[
A = \frac{8000 - 1600}{22} = \$290.92 \text{ per lot in Unit One}
\]
Annexation No. 3 - Porter Creek
2011-2012 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $27,255.81

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 89,200 sq. ft. of landscaping area, includes slough clean up
Project Management, 177 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance
Maintenance: 89,200 sq. ft. of landscaping area, includes slough clean up
Project Management, 177 lots at $1000 + $4.00 per lot
Reserves

Estimated Cost Per Year

Previous Year Assessment

New Assessment

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaped area benefit from the uniform appearance of the landscaping. All lots not adjacent to the landscaped area benefit equally.

FORMULA FOR ASSESSMENT:

\[
A = \frac{C \times L}{L}
\]

\[
A = \frac{23,643.46 \times 177}{177} = 133.58 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 177.

Estimated Annual Assessment
\[A = 133.58 \text{ per lot}\]
Annexation No. 4 - La Vida Park
2011-2012 Fiscal Year
Maximum Assessment $2,469.42

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 3,790 sq. ft. of landscaping area and lighting: $1,957.35
Project Management, 17 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $308.33
Maintenance: 3,790 sq. ft. of landscaping area and lighting: $2,621.50
Project Management, 17 lots at $1000 + $4.00 per lot $1,068.00
Reserves $558.13
Estimated Cost Per Year $4,277.63

Previous Year Assessment $2,469.42
New Assessment $2,469.42

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaped area benefit from the uniform appearance of the landscaping. All lots not adjacent to the landscaped area benefit equally.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

\[ A = \frac{\$2,469.42}{17} = \$145.26 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 17.

Estimated Annual Assessment
A = $145.26 per lot
Annexation No. 5 - Westwood Estates Unit 4, Unit 5 Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $6,697.65

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 14,700 sq. ft. of landscaping area and Project Management, 47 lots

$6,867.94

**ESTIMATED COSTS 2011-2012**
Projected July 1, 2011 fund balance

($11,239.81)

- Maintenance: 14,700 sq. ft. of landscaping area
  - $6,524.80
- Project Management, 47 lots at $1000 + $4.00 per lot
  - $1,188.00
- Eliminate Deficit Fund Balance over 10 years
  - $1,123.98
- Reserves
  - $1,156.92

- Estimated Cost Per Year
  - $9,993.70
- Previous Year Assessment
  - $6,600.00
- New Assessment
  - $6,600.00

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaped area benefit from the uniform appearance of the landscaping. All lots not adjacent to the landscaped area benefit equally. Trees in the front yard right-of-way are included in the District on White Chapel Avenue.
4. The cost of planting and installing improvements is to be paid by the developer and no assessment is to be made therefore.
5. It is proposed that Lots 1 through 34 be assessed for maintenance of the landscaped area. It has been determined that the relative benefit of developed lots as compared to the reminder parcel is as shown in the formula below.

---

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Assessment (A) = Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$6,600.00}{47} = \$140.44 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 47.

Estimated Annual Assessment
\[
A = \$140.44 \text{ per lot}
\]
Annexation No. 6 - Northpointe Subdivision
2011-2012 Fiscal Year
Maximum Assessment $1,722.52

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: lighting: 11 ea. @ 5,800 lumens, 8 ea. @ 9,500 lumens, $753.96
Project Management, 81 lots

**ESTIMATED COSTS 2011-2012**
Projected July-1, 2011 fund balance $6,310.11
Maintenance: lighting: 11 ea. @ 5,800 lumens, 8 ea. @ 9,500 lumens, $633.21
Project Management, 81 lots at $400 + $3.00 per lot $643.00
Reserves $63.81
Estimated Cost Per Year $1,340.02
Previous Year Assessment $1,328.91
New Assessment $1,328.91

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Assessment (A)}}{\text{Cost (C)}} = \frac{\text{Number of Lots (L)}}{}
\]

\[
A = \$1,328.91 = \$16.42 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 81.

Estimated Annual Assessment

\[
A = \$16.42 \text{ per lot}
\]
Annexation No. 7 - Quail Park Phase II
2011-2012 Fiscal Year
Maximum Assessment $410.40

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 2 ea. @ 5,800 lumens, $111.66
Project Management, 12 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $782.99
Maintenance: lighting: 2 ea. @ 5,800 lumens $61.45
Project Management, 12 lots at $400 + $3.00 per lot $436.00
Reserves $24.87
Estimated Cost Per Year $522.32

Previous Year Assessment $410.40
New Assessment $410.40

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}

A = \frac{$410.40}{12} = $34.20 \text{ per lot}

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 12.

Estimated Annual Assessment
A = $34.20 \text{ per lot}
Annexation No. 8 - Westwood Park Unit 3 Subdivision  
2011-2012 Fiscal Year  
Maximum Assessment $2,481.27

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 28,460 sq. ft. of landscaping area and lighting: 5 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.  
Project Management, 36 lots  

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,420.96</td>
<td></td>
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</table>

**ESTIMATED COSTS 2011-2012**
Projected July 1, 2011 fund balance  

<table>
<thead>
<tr>
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<th></th>
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</thead>
<tbody>
<tr>
<td>$10,682.77</td>
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| Maintenance: 28,460 sq. ft. of landscaping area and lighting: 5 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.  
Project Management, 36 lots at $1000 + $4.00 per lot  
Reserves  

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
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<tr>
<td>$1,144.00</td>
<td></td>
</tr>
<tr>
<td>$519.73</td>
<td></td>
</tr>
</tbody>
</table>

| Estimated Cost Per Year     | $3,984.57 |
| Previous Year Assessment    | $2,481.27 |
| New Assessment              | $2,481.27 |

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.  
2. Properly maintained landscaping and lighting benefits all properties in the development.  
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[ A = \frac{C}{L} \]

Assessment (A) = Cost (C)  
Number of Lots (L)  

A = $2,481.27 = $68.92 per lot  
36

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 36.  

Estimated Annual Assessment  
A = $68.92 per lot
Annexation No. 9 - Parcel Map 4132
2011-2012 Fiscal Year
Maximum Assessment $396.47

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 1 ea. @ 16,000 lumens. $87.59
Project Management, 2 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $1,943.94
Maintenance: lighting: 1 ea. @ 16,000 lumens. $48.28
Project Management, 2 lots at $400 + $3.00 per lot $406.00
Reserves $22.71
Estimated Cost Per Year $476.99
Previous Year Assessment $396.47
New Assessment $396.47

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

It has been determined that the relative benefit of Parcel 2 as compared to Parcel 1 (developed parcel) is as shown below. This determination of the relative benefit was made based upon an estimate of lighting cost of $47.47, an administrative cost of $300, and a reserve of $49.00.

\[
P_1 = \text{Portion to be assessed to Parcel 1 (developed parcel)} \\
P_2 = \text{Portion to be assessed to Parcel 2} \\
T = \text{Total Assessment ($)} \\
AE = \text{Administration and Engineering Cost} \\
A1 = \text{Area of Parcel 1 (acres)} \\
L = \text{Lighting Cost} \\
T = \text{Total area (acres)}
\]

\[
P_2 = \frac{AE \times A1}{T} = \frac{349 \times 4.81}{6.61} = 253.96
\]

\[
P_1 = AE - P_2 + L = 349 - 253.96 + 47.47 = 142.52
\]

Based on benefit in the district, the estimated assessment will be spread based on the preceding formula.

Estimated Assessment
\[
P_2 = 253.96 \\
P_1 = 142.52
\]
Annexation No. 10 - Westview Subdivision  
2011-2012 Fiscal Year  
Maximum Assessment $1,824.30

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 1,307 sq. ft. of landscaping area and lighting: 4 ea. @ 5,800 lumens, Project Management, 16 lots $1,170.06

**ESTIMATED COSTS 2011-2012**
Projected July-1, 2011 fund balance $4,707.55

Maintenance: 1,307 sq. ft. of landscaping area and lighting: 4 ea. @ 5,800 lumens $1,550.35
Project Management, 16 lots at $1000 + $4.00 per lot $1,064.00
Reserves $392.15
Estimated Cost Per Year $3,006.50

Previous Year Assessment
New Assessment $1,824.30

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{1,824.30}{16} = 114.02 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 16.

Estimated Annual Assessment
\[
A = 114.02 \text{ per lot}
\]
Annexation No. 11 - New Horizons Phase 1 Subdivision
2011-2012 Fiscal Year
Maximum Assessment $1,045.80

*ESTIMATED ACCUMULATED COSTS 2010-2011*

Maintenance: lighting: 6 ea. @ 5,800 lumens, 11 ea. @ 9,500 lumens, 2 ea. @ 16,000 lumens.
Project Management, 63 lots

$790.79

*ESTIMATED COSTS 2011-2012*

Projected July 1, 2011 fund balance
Maintenance: lighting: 6 ea. @ 5,800 lumens, 11 ea. @ 9,500 lumens, 2 ea. @ 16,000 lumens.
Project Management, 63 lots at $400 + $3.00 per lot
Reserves

$5,320.14

$686.87

$589.00

$63.77

Estimated Cost Per Year

$1,339.64

Previous Year Assessment

$1,045.80

New Assessment

$1,045.80

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

Assessment (A) = \( \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \)

\[ A = \frac{\$1,045.80}{63} = \$16.60 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 63.

Estimated Annual Assessment

\[ A = \$16.60 \text{ per lot} \]
Annexation No. 12 - Sunrise Estates Phase 6 Subdivision
2011-2012 Fiscal Year
Maximum Assessment $1,429.00

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 2,840 sq. ft. of landscaping area and lighting: 7 ea. @ 5,800 $1,938.67
lumens, Project Management, 32 lots

ESTIMATED COSTS 2011-2012
Projected July-1, 2011 fund balance ($1,131.39)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance: 2,840 sq. ft. of landscaping area and lighting: 7 ea. @ 5,800</td>
<td>$1,525.59</td>
</tr>
<tr>
<td>Project Management, 32 lots at $1000 + $4.00 per lot</td>
<td>$1,128.00</td>
</tr>
<tr>
<td>Eliminate Deficit Fund Balance over 10 years</td>
<td>$113.93</td>
</tr>
<tr>
<td>Reserves</td>
<td>$398.04</td>
</tr>
</tbody>
</table>

Estimated Cost Per Year $3,165.56
Previous Year Assessment $1,429.00
New Assessment $1,429.00

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $1,429.00 / 32 = $44.66 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 32.
Estimated Annual Assessment
A = $44.66 per lot
Annexation No. 14 - Wisconsin Manor 1 Subdivision
2011-2012 Fiscal Year
Maximum Assessment $1,824.69

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 3,030 sq. ft. of landscaping area and lighting: 3 ea. @ 5,800 lumens, Project Management, 8 lots

$1,847.45

**ESTIMATED COSTS 2011-2012**
Projected July 1, 2011 fund balance

($2,367.43)

Maintenance: 3,030 sq. ft. of landscaping area and lighting: 3 ea. @ 5,800 lumens

$2,340.43

Project Management, 8 lots at $1000 + $4.00 per lot

$1,032.00

Eliminate Deficit Fund Balance over 10 years

$236.74

Reserves

$505.86

Estimated Cost Per Year

$4115.03

Previous Year Assessment

$1,824.69

New Assessment

$1,824.69

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$1,824.69}{8} = \$228.08 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 8.

Estimated Annual Assessment

A = $228.08 per lot
Annexation No. 15 - Northpointe Phase II Subdivision
2011-2012 Fiscal Year
Maximum Assessment $2,816.00

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 5 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens, $258.77
Project Management, 59 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $7,277.58
Maintenance: lighting: 5 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens $190.52
Project Management, 59 lots at $400 + $3.00 per lot $577.00
Reserves $38.38

Estimated Cost Per Year $805.90
Previous Year Assessment $802.56
New Assessment $802.56

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

$A = \frac{802.56}{59} = 13.60 \text{ per lot}$

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 59.

Estimated Annual Assessment
$A = 13.60 \text{ per lot}$
Annexation No. 16 - New Horizons Phase 2 Subdivision
2011-2012 Fiscal Year
Maximum Assessment $1,803.34

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 8 ea. @ 5,800 lumens, 8 ea. @ 9,500 lumens, $647.11
Project Management, 81 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $5,799.12
Maintenance: lighting: 8 ea. @ 5,800 lumens, 8 ea. @ 9,500 lumens, $541.04
Project Management, 81 lots at $400 + $3.00 per lot $643.00
Reserves $59.20

Estimated Cost Per Year $1,243.24
Previous Year Assessment $1,233.75
New Assessment $1,233.75

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $1,233.75 = $15.24 per lot
81

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 81.

Estimated Annual Assessment
A = $15.24 per lot
Annexation No. 18 - Westwood Village Mobile Home Park Phase 1
2011-2012 Fiscal Year
Maximum Assessment $787.35

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 5 ea. @ 16,000 lumens. $276.11
Project Management, 1 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $3,036.83
Maintenance: lighting: 5 ea. @ 16,000 lumens. $241.38
Project Management, 1 lots at $400 + $3.00 per lot $403.00
Reserves $32.22
Estimated Cost Per Year $676.60
Previous Year Assessment $672.37
New Assessment $672.37

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
A = \frac{$672.37}{1} = $672.38 \text{ per lot}

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 1.

Estimated Annual Assessment
A = $672.38 \text{ per lot}
Annexation No. 19 - Castle Woods Phase 1 Subdivision
2011-2012 Fiscal Year
Maximum Assessment $919.20

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 9 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens. $779.29
Project Management, 30 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $2,755.02

Maintenance: lighting: 9 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens. $324.79
Project Management, 30 lots at $400 + $3.00 per lot $490.00
Reserves $40.94
Estimated Cost Per Year $855.73
Previous Year Assessment $849.83
New Assessment $849.83

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $849.83 = $28.34 per lot
30

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 30.

Estimated Annual Assessment
A = $28.34 per lot
District No. 2 - North Creek Subdivision
2011-2012 Fiscal Year
Approved CPI 1998
(Adjusted 1998)
Maximum Assessment $17,425.72

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 12,677 sq. ft. of landscaping area $5,903.67
Project Management, 104 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $33,144.54
Maintenance: 12,677 sq. ft. of landscaping area $12,424.14
Project Management, 104 lots at $1000 + $4.00 per lot $1,416.00
Reserves $2,076.02
Estimated Cost Per Year $15,916.16
Previous Year Assessment $12,611.05
New Assessment $12,611.05

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $12,611.05 / 104 = $121.26 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 104.
Estimated Annual Assessment
A = $121.26 per lot
District No. 3 - New Expressions Phase 1 Subdivision
2011-2012 Fiscal Year
Approved CPI 1998
(Adjusted 1998)
Maximum Assessment $1,329.18

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 10 ea. @ 5,800 lumens, $396.63
Project Management, 56 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $3,704.46
Maintenance: lighting: 10 ea. @ 5,800 lumens, $307.24
Project Management, 56 lots at $400 + $3.00 per lot $568.00
Reserves $43.76
Estimated Cost Per Year $919.00
Previous Year Assessment $913.61
New Assessment $913.61

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

$913.61 = $16.32 per lot
56

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 56.
Estimated Annual Assessment
A = $16.32 per lot
District No. 4 - River Springs Phase 1 Subdivision
2011-2012 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $3,134.58

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 2,100 sq. ft. of landscaping area $3,558.18
Project Management, 51 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $3,073.56
Maintenance: 2,100 sq. ft. of landscaping area $2,335.18
Project Management, 51 lots at $1000 + $4.00 per lot $1,204.00
Reserves $530.88
Estimated Cost Per Year $4,070.06
Previous Year Assessment $2,719.14
New Assessment $2,719.14

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{2,719.14}{51} = \$53.32 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 51.

Estimated Annual Assessment
A = $53.32 per lot
**Estimated Accumulated Costs 2010-2011**

Maintenance: 1,715 sq. ft. of landscaping area and lighting: 8 ea. @ 5,800 lumens, Project Management, 25 lots

<table>
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<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
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</table>

**Estimated Costs 2011-2012**

Projected July 1, 2011 fund balance ($1,336.96)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Maintenance</td>
<td>$1,308.26</td>
</tr>
<tr>
<td>Project Management, 25 lots @ $1000 + $4.00 per lot</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Eliminate Deficit Fund Balance over 10 years</td>
<td>$133.69</td>
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<tr>
<td>Reserves</td>
<td>$361.24</td>
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</table>

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<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost Per Year</td>
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<tr>
<td>Previous Year Assessment</td>
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<tr>
<td>New Assessment</td>
<td>$1,004.41</td>
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**Assessment**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**Formula for Assessment:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{$1,004.41}{25} = $40.18 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 25.

**Estimated Annual Assessment**

\[
A = $40.18 \text{ per lot}
\]
District No. 6 - Creekview Subdivision
2011-2012 Fiscal Year
Approved CPI 1999
(Adjusted 2008)
Maximum Assessment $4,869.30

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 23,600 sq. ft. of landscaping area and lighting: 5 ea. @ 5,800 lumens, Project Management, 19 lots

$4,567.95

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance

($21,643.67)

Maintenance: 23,600 sq. ft. of landscaping area and lighting: 5 ea. @ 5,800 lumens
Project Management, 19 lots at $1000 + $4.00 per lot
Eliminate Deficit Fund Balance over 10 years
Reserves

$5,763.67
$1,076.00
$2,164.36
$1,025.95

Estimated Cost Per Year

$10,029.98

Previous Year Assessment

$4,869.30

New Assessment

$4,869.30

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $4,869.30 / 19 = $256.28 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 19.

Estimated Annual Assessment
A = $256.28 per lot
**District No. 7 - Ford Estates Phase 1 Subdivision**
2011-2012 Fiscal Year
Approved CPI 1999
(Adjusted 1999)
Maximum Assessment $2,857.88

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 1,365 sq. ft. of landscaping area and lighting: 4 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens, Project Management, 20 lots

$1,402.32

**ESTIMATED COSTS 2011-2012**
Projected July 1, 2011 fund balance

$7,595.80

Maintenance: 1,365 sq. ft. of landscaping area and lighting: 4 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens, Project Management, 20 lots at $1000 + $4.00 per lot

$1,872.07

$1,080.00

Reserves

$442.81

Estimated Cost Per Year

$3,394.88

Previous Year Assessment

$2,163.40

New Assessment

$2,163.40

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Unit Cost} = \frac{\text{Cost (C)}}{\text{Number of front feet}}
\]

Phase 1 = $2,163.40 \div 311.72 \text{ feet} = $6.94 \text{ per foot}

Ultimate cost to maintain entire Westwood Street frontage:

1,065.95 feet \times $6.94 \text{ per foot} = $7,397.69

Ultimate cost per lot to maintain entire Westwood Street frontage:

$7,397.69 \div 109 \text{ lots} = $67.88 \text{ per lot}

Estimated Assessment

$2,163.40 - ($67.88 \times 20) = $805.80 = \text{remainder parcel assessment}

Phase 1 Assessment = $67.88 \text{ per lot}

Remainder Parcel Assessment = $805.80
District No. 8 - River Breeze Subdivision  
2011-2012 Fiscal Year  
Approved CPI 2003  
(Adjusted 2003)  
Maximum Assessment $5,043.35

**ESTIMATED ACCUMULATED COSTS 2010-2011**

Maintenance: 1,000 sq. ft. of landscaping area, 25,600 sq. ft. of fire break, and lighting: 8 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.  
Project Management, 37 lots  

$1,505.57

**ESTIMATED COSTS 2011-2012**

Projected July 1, 2011 fund balance  

$19,905.53

Maintenance: 1,000 sq. ft. of landscaping area, 25,600 sq. ft. of fire break, and lighting: 8 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.  
Project Management, 37 lots at $1000 + $4.00 per lot  

$4,478.62  
$1,148.00  

Reserves  

$843.99

Estimated Cost Per Year  

$6,470.61

Previous Year Assessment  

$4,374.93

New Assessment  

$4,374.93

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[ \text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]

\[ A = \frac{$4,374.93}{37} = $118.24 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 37.

Estimated Annual Assessment  

\[ A = $118.24 \text{ per lot} \]
District No. 9 - Orchard Ridge Phase 3 Subdivision
2011-2012 Fiscal Year
Approved CPI 1999
(Adjusted 1999)
Maximum Assessment $1,301.23

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 10 ea. @ 5,800 lumens, $396.63
Project Management, 56 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $4,777.81
Maintenance: lighting: 10 ea. @ 5,800 lumens $307.24
Project Management, 56 lots at $400 + $3.00 per lot $568.00
Reserves $43.76

Estimated Cost Per Year $919.00
Previous Year Assessment $913.61
New Assessment $913.61

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

\[ \text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]

\[ A = \frac{913.61}{56} = 16.32 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 56.

Estimated Annual Assessment
\[ A = 16.32 \text{ per lot} \]
District No. 10 - Orchard Ridge Phase 4 Subdivision
2011-2012 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $359.99

*ESTIMATED ACCUMULATED COSTS 2010-2011*

Maintenance: lighting: 4 ea. @ 5,800 lumens,  
Project Management, 19 lots  

$204.17

*ESTIMATED COSTS 2011-2012*

Projected July 1, 2011 fund balance  

$281.77

Maintenance: lighting: 4 ea. @ 5,800 lumens  
Project Management, 19 lots at $400 + $3.00 per lot  

$122.89 $457.00

Reserves  

$28.99

Estimated Cost Per Year  

$608.88

Previous Year Assessment  

$312.28

New Assessment  

$312.28

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{312.28}{19} = 16.44 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 19.

Estimated Annual Assessment  

A = $16.44 per lot
District No. 11 - Orchard Ridge Phase 5 Subdivision
2011-2012 Fiscal Year
Approved CPI 1999
(Adjusted 1999)
Maximum Assessment $1,591.70

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 14 ea. @ 5,800 lumens, $539.07
Project Management, 76 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $5,691.75
Maintenance: lighting: 14 ea. @ 5,800 lumens $430.13
Project Management, 76 lots at $400 + $3.00 per lot $628.00
Reserves $52.91

Estimated Cost Per Year $1,111.04
Previous Year Assessment $1,103.49
New Assessment $1,103.49

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) \cdot \frac{\text{Number of Lots (L)}}{1}
A = $1,103.49 \cdot \frac{76}{1} = $14.52 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 76.

Estimated Annual Assessment
A = $14.52 per lot
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
2011-2012 Fiscal Year
Approved CPI 1999
(Adjusted 1999)
Maximum Assessment $9,734.35

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 19,112 sq. ft. of landscaping area and lighting: 12 ea. @ 5,800 lumens, 4 ea. @ 16,000 lumens and Project Management, 34 lots

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>$4,547.67</td>
</tr>
<tr>
<td>Projected July 1, 2011 fund balance</td>
<td>$19,900.25</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$8,290.17</td>
</tr>
<tr>
<td>Project Management, 34 lots at $1000 + $4.00 per lot</td>
<td>$1,136.00</td>
</tr>
<tr>
<td>Reserves</td>
<td>$1,413.93</td>
</tr>
</tbody>
</table>

Estimated Cost Per Year $10,840.10
Previous Year Assessment $7,368.84
New Assessment $7,368.84

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $7,368.84 / 34 = $216.74 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 34.

Estimated Annual Assessment
A = $216.74 per lot
District No. 13 - River Ranch Phase 3 Subdivision
2011-2012 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $2,478.95

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 1,000 sq. ft. of landscaping area and lighting: 7 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens. $358.17
Project Management, 35 lots

**ESTIMATED COSTS 2011-2012**
Projected July 1, 2011 fund balance $15,546.45
Maintenance: 1,000 sq. ft. of landscaping area and lighting: 7 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens. $2,047.37
Project Management, 35 lots at $1000 + $4.00 per lot $1,140.00
Reserves $478.11

Estimated Cost Per Year $3,665.48
Previous Year Assessment $2,150.40
New Assessment $2,150.40

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$2,150.40}{35} = \$61.44 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 35.

Estimated Annual Assessment
A = $61.44 per lot
District No. 14 - River Springs Phase 2 Subdivision
2011-2012 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $1,199.37

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 11 ea. @ 5,800 lumens, $432.23
Project Management, 50 lots

ESTIMATED COSTS 2009-2010
Projected July 1, 2011 fund balance $4,820.24
Maintenance: lighting: 11 ea. @ 5,800 lumens $337.96
Project Management, 50 lots at $400 + $3.00 per lot $550.00
Reserves $44.40
Estimated Cost Per Year $932.36
Previous Year Assessment $926.43
New Assessment $926.43

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $926.43 / 50 = $18.54 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 50.

Estimated Annual Assessment
A = $18.54 per lot
District No. 15 - Meadowood Phase 1 Subdivision
2011-2012 Fiscal Year
Approved CPI 2001
(Adjusted 2001)
Maximum Assessment $8,191.95

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 7,723 sq. ft. of landscaping area and lighting: 10 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens, 3 ea. @ 16,000 lumens. $6,430.30
Project Management, 48 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $23,436.89
Maintenance: 7,723 sq. ft. of landscaping area and lighting: 10 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens, 3 ea. @ 16,000 lumens. $6,693.98
Project Management, 48 lots at $1000 + $4.00 per lot $1,192.00
Reserves $1,182.90
Estimated Cost Per Year $9,068.88
Previous Year Assessment $6,810.24
New Assessment $6,810.24

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $6,810.24 / 48
  = $141.88 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 48.

Estimated Annual Assessment
A = $141.88 per lot
District No. 16 - New Expressions Phase 2 Subdivision
2011-2012 Fiscal Year
Approved CPI 2001
(Adjusted 2001)
Maximum Assessment $6,712.19

*ESTIMATED ACCUMULATED COSTS 2010-2011*
Maintenance: 5,800 sq. ft. of landscaping area, playground area 30%, and lighting: 13 ea. @ 5,800 lumens, Project Management, 54 lots $4,011.67

*ESTIMATED COSTS 2011-2012*
Projected July 1, 2011 fund balance $28,131.96

Maintenance: 5,800 sq. ft. of landscaping area, playground area 30%, and lighting: 13 ea. @ 5,800 lumens $5,351.67
Project Management, 54 lots at $1000 + $4.00 per lot $1,216.00
Reserves $985.15

Estimated Cost Per Year $7,552.82
Previous Year Assessment $5,580.07
New Assessment $5,580.07

*ASSESSMENT*
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

*FORMULA FOR ASSESSMENT:*
\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{$5,580.07}{54} = $103.34 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 54.

Estimated Annual Assessment
\[
A = $103.34 \text{ per lot}
\]
District No. 17 - Orchard Ridge Phase 6 Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment $633.36

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 7 ea. @ 5,800 lumens, Project Management, 32 lots $421.80

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $488.39
Maintenance: lighting: 7 ea. @ 5,800 lumens, $215.06
Project Management, 32 lots at $400 + $3.00 per lot $496.00
Reserves $35.55
Estimated Cost Per Year $746.61
Previous Year Assessment $617.82
New Assessment $617.82

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
A = \frac{$617.82}{32} = $19.30 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 32.

Estimated Annual Assessment
A = $19.30 per lot
District No. 18 - Ohio North Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $190.26

**ESTIMATED ACCUMULATED COSTS 2010-2011**
- Maintenance: lighting: 2 ea. @ 5,800 lumens, $111.66
- Project Management, 10 lots

**ESTIMATED COSTS 2009-2010**
- Projected July 1, 2011 fund balance: ($292.32)
- Maintenance: lighting: 2 ea. @ 5,800 lumens: $61.45
- Project Management, 10 lots at $400 + $3.00 per lot: $430.00
- Eliminate Deficit Fund Balance over 10 years: $29.23
- Reserves: $24.57

- Estimated Cost Per Year: $545.25
- Previous Year Assessment: $190.26
- New Assessment: $190.26

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[ \text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]

\[ A = \frac{190.26}{10} = 19.04 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 10.

Estimated Annual Assessment
\[ A = 19.04 \text{ per lot} \]
District No. 19 - Williams Ranch Phase 1 Subdivision
2011-2012 Fiscal Year
Approved CPI 2002
(Adjusted 2008)
Maximum Assessment $7,027.83

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 13,910 sq. ft. of landscaping area and lighting: 11 ea. @ 5,800 lumens, 2 ea. @ 9,500 lumens, Project Management, 41 lots $6,284.23

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $4,856.67

Maintenance: 13,910 sq. ft. of landscaping area and lighting: 11 ea. @ 5,800 lumens, 2 ea. @ 9,500 lumens $6,285.47
Project Management, 41 lots at $1000 + $4.00 per lot $1,164.00
Reserves $1,117.42

Estimated Cost Per Year $8,566.89
Previous Year Assessment $6,910.35
New Assessment $6,910.35

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

Assessment (A) = \( \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \)

\[ A = \frac{6,910.35}{41} = 168.54 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 41.

Estimated Annual Assessment
\[ A = 168.54 \text{ per lot} \]
District No. 20 - West View Place Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment $280.32

**ESTIMATED ACCUMULATED COSTS 2010-2011**

Maintenance: lighting: 3 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens, Project Management, 10 lots

$187.49

**ESTIMATED COSTS 2011-2012**

Projected July 1, 2011 fund balance $122.32

Maintenance: lighting: 3 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens $129.08

Project Management, 10 lots at $400 + $3.00 per lot $430.00

Reserves $27.95

Estimated Cost Per Year $587.03

Previous Year Assessment $265.74

New Assessment $265.74

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A) } = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{$265.74}{10} = $26.56 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 10.

Estimated Annual Assessment

\[
A = $26.56 \text{ per lot}
\]
District No. 21 - Orchard Ridge Phase 7 Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $1,728.51

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 2,142 sq. ft. of landscaping area (30/74 of 5950 sq. ft.) and lighting: 6 ea. @ 5,800 lumens, Project Management, 30 lots $1,354.14

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $101.11
Maintenance: 2,142 sq. ft. of landscaping area (30/74 of 5950 sq. ft.) and lighting: 6 ea. @ 5,800 lumens $1,706.95
Project Management, 30 lots at $1000 + $4.00 per lot $1,120.00
Reserves $424.04

Estimated Cost Per Year $3,250.99
Previous Year Assessment $1,699.62
New Assessment $1,699.62

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)
A = $1,699.62 / 30
A = $56.66 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 30.
Estimated Annual Assessment
A = $56.66 per lot
**District No. 22 - Meadowood Phase 2 Subdivision**  
**2011-2012 Fiscal Year**  
**Approved CPI 2003**  
(Ajusted 2003)  
Maximum Assessment $5,604.37

**ESTIMATED ACCUMULATED COSTS 2010-2011**  
Maintenance: 4,940 sq. ft. of landscaping area and lighting: 14 ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens, 2 ea. @ 16,000 lumens.  
Project Management, 55 lots  

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance: 4,940 sq. ft. of landscaping area and lighting: 14 ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens, 2 ea. @ 16,000 lumens.</td>
<td>$753.99</td>
</tr>
<tr>
<td>Project Management, 55 lots</td>
<td>$28,922.44</td>
</tr>
</tbody>
</table>
| Reserves                                                                    | $897.09  

**ESTIMATED COSTS 2011-2012**  
Projected July 1, 2011 fund balance  

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance: 4,940 sq. ft. of landscaping area and lighting: 14 ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens, 2 ea. @ 16,000 lumens.</td>
<td>$4,760.63</td>
</tr>
</tbody>
</table>
| Project Management, 55 lots at $1000 + $4.00 per lot                        | $1,220.00  
| Reserves                                                                    | $6,877.72  
| Estimated Cost Per Year                                                     | $4,861.60  
| Previous Year Assessment                                                    | $4,861.60  
| New Assessment                                                              | $4,861.60  

**ASSESSMENT**  
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.  
2. Properly maintained landscaping and lighting benefits all properties in the development.  
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**  

\[ \text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]  

\[ A = \frac{\$4,861.60}{55} = \$88.40 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 55.  

Estimated Annual Assessment  
\[ A = \$88.40 \text{ per lot} \]
District No. 23 - River View Phase 3 Subdivision
2011-2012 Fiscal Year
Approved CPI 2002
(Adjusted 2002)
Maximum Assessment $840.44

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 11 ea. @ 5,800 lumens, $574.80
Project Management, 36 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $2,330.42
Maintenance: lighting: 11 ea. @ 5,800 lumens $337.96
Project Management, 36 lots at $400 + $3.00 per lot $508.00
Reserves $42.30
Estimated Cost Per Year $888.26
Previous Year Assessment $713.36
New Assessment $713.36

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $713.36 = $19.82 per lot
36

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 36.

Estimated Annual Assessment
A = $19.82 per lot
District No. 24 - Orchard Ridge Phase 8 Subdivision
2011-2012 Fiscal Year
Approved CPI 2003
(Adjusted 2008)
Maximum Assessment $2,607.14

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 3,538 sq. ft. of landscaping area (44/74 of 5950 sq. ft) and lighting: 11 ea. @ 5,800 lumens, Project Management, 44 lots $4,109.28

**ESTIMATED COSTS 2011-2012**
Projected July 1, 2009 fund balance ($7,679.91)
Maintenance: 3,538 sq. ft. of landscaping area (44/74 of 5950 sq. ft) and lighting: 11 ea. @ 5,800 lumens $2,137.21
Project Management, 44 lots at $1000 + $4.00 per lot $1,176.00
Eliminate Deficit Fund Balance over 10 years $767.99
Reserves $496.98

Estimated Cost Per Year $4,578.18
Previous Year Assessment $2,607.14
New Assessment $2,607.14

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Assessment (A)}}{\text{Cost (C)}} = \frac{\text{Number of Lots (L)}}{\text{A} = \frac{\$2,607.14}{44}} = \$59.26 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 44.

Estimated Annual Assessment
\[
A = \$59.26 \text{ per lot}
\]
District No. 25 - Casas del Rio Subdivision
2011-2012 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $33,112.96

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 55,950 sq. ft. of landscaping area $11,694.12
Project Management, 118 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $107,611.67
Maintenance: 55,950 sq. ft. of landscaping area $25,406.20
Project Management, 118 lots at $1000 + $4.00 per lot $1,472.00
Reserves $4,031.73

Estimated Cost Per Year $30,909.93
Previous Year Assessment $28,724.33
New Assessment $28,724.33

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

Assessment (A) = Cost (C) / Number of Lots (L)

A = $28,724.33 / 118 = $243.42 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 118.

Estimated Annual Assessment
A = $243.42 per lot
District No. 26 - Orchard Ridge Phase 9 Subdivision
2011-2012 Fiscal Year
Approved CPI 2004
(Adjusted 2004)
Maximum Assessment $910.98

*ESTIMATED ACCUMULATED COSTS 2010-2011*
Maintenance: lighting: 10 ea. @ 5,800 lumens, $396.63
Project Management, 47 lots

*ESTIMATED COSTS 2011-2012*
Projected July 1, 2011 fund balance $1,856.09
Maintenance: lighting: 10 ea. @ 5,800 lumens $307.24
Project Management, 47 lots at $400 + $3.00 per lot $541.00
Reserves $42.41
Estimated Cost Per Year $890.65
Previous Year Assessment $790.62
New Assessment $790.62

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{790.62}{47} = \$16.82 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 47.

Estimated Annual Assessment
\[
A = \$16.82 \text{ per lot}
\]
District No. 27 - New Expressions Phase 3 Subdivision
2011-2012 Fiscal Year
Approved CPI 2004
(Adjusted 2004)
Maximum Assessment $2,133.62

**ESTIMATED ACCUMULATED COSTS 2010-2011**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance: 748 sq. ft. of landscaping area berm, wall, and 30% of playground, and lighting: 11 ea. @ 5,800 lumens, Project Management, 50 lots</td>
<td>$1,202.23</td>
</tr>
</tbody>
</table>

**ESTIMATED COSTS 2011-2012**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Projected July 1, 2011 fund balance</td>
<td>$5,678.69</td>
</tr>
<tr>
<td>Maintenance: 748 sq. ft. of landscaping area berm, wall, and 30% of playground, and lighting: 11 ea. @ 5,800 lumens, Project Management, 50 lots at $1000 + $4.00 per lot</td>
<td>$1,682.93</td>
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<tr>
<td>Reserves</td>
<td>$432.44</td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Estimated Cost Per Year</td>
<td>$3,315.37</td>
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<tr>
<td>Previous Year Assessment</td>
<td>$1,860.09</td>
</tr>
<tr>
<td>New Assessment</td>
<td>$1,860.09</td>
</tr>
</tbody>
</table>

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$1,860.09}{50} = \$37.20 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 50.

Estimated Annual Assessment
A = $37.20 per lot
District No. 28 - Meadowood Phase 3 Subdivision
2011-2012 Fiscal Year
Approved CPI 2004
(Adjusted 2004)
Maximum Assessment $1,808.45

**ESTIMATED ACCUMULATED COSTS 2010-2011**

Maintenance: lighting: 17 ea. @ 5,800 lumens, 9 ea. @ 9,500 lumens, $887.22
Project Management, 78 lots

**ESTIMATED COSTS 2011-2012**

Projected July 1, 2011 fund balance $3,222.46

Maintenance: lighting: 17 ea. @ 5,800 lumens, 9 ea. @ 9,500 lumens $854.46
Project Management, 78 lots at $400 + $3.00 per lot $634.00
Reserves $74.42

Estimated Cost Per Year $1,562.88

Previous Year Assessment $1,547.89

New Assessment $1,547.89

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{1,547.89}{78} = 19.84 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 78.

Estimated Annual Assessment
A = $19.84 per lot
District No. 29 - River Springs Phase 3 Subdivision  
2011-2012 Fiscal Year  
Approved CPI 2007  
(Adjusted 2007)  
Maximum Assessment $751.74

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 9 ea. @ 5,800 lumens,  
Project Management, 36 lots  
$360.99

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance  
$1,148.58
Maintenance: lighting: 9 ea. @ 5,800 lumens  
Project Management, 36 lots at $400 + $3.00 per lot  
Reserves  
$276.51  
$508.00  
$39.23
Estimated Cost Per Year  
$823.74
Previous Year Assessment  
$712.64
New Assessment  
$712.64

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)  
Number of Lots (L)

A = $712.64 = $19.80 per lot  
36

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 36.

Estimated Annual Assessment  
A = $19.80 per lot
District No. 30 - Sierra Meadows Phase 1 Subdivision
2011-2012 Fiscal Year
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $16,773.66

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 26,639 sq. ft. of landscaping area, 2739 feet of wall, and lighting:
23 ea. @ 5,800 lumens, 4 ea. @ 9,500 lumens, 5 ea. @ 16,000 lumens.
Project Management, 56 lots

$12,103.38

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance

$28,472.39

Maintenance: 26,639 sq. ft. of landscaping area, 2739 feet of wall, and lighting:
23 ea. @ 5,800 lumens, 4 ea. @ 9,500 lumens, 5 ea. @ 16,000 lumens.
Project Management, 56 lots at $1000 + $4.00 per lot
Reserves

$14,949.89
$1,224.00
$2,426.08

Estimated Cost Per Year

$18,599.97

Previous Year Assessment

$15,408.17

New Assessment

$15,408.17

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

Assessment (A) = Cost (C) / Number of Lots (L)

A = $15,408.17 / $275.14 per lot

56

A = $275.14 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 56.

Estimated Annual Assessment

A = $275.14 per lot
District No. 31 - Williams Ranch Phase 2 & 3 Subdivision
2011-2012 Fiscal Year
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $2,303.51

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 6,512 sq. ft. of landscaping area, 437 feet of wall, and lighting: $2,617.33
24 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens.
Project Management, 85 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $(707.86)
Maintenance: 6,512 sq. ft. of landscaping area, 437 feet of wall, and lighting: $1,674.51
24 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens.
Project Management, 85 lots at $1000 + $4.00 per lot $1,340.00
Eliminate Deficit Fund Balance over 10 years $70.78
Reserves $452.18

Estimated Cost Per Year $3,537.47
Previous Year Assessment $2,303.51
New Assessment $2,303.51

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

\[ \text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]

\[ A = \frac{\$2,303.51.00}{85} = \$27.10 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 85.

Estimated Annual Assessment
A = $27.10 per lot
District No. 32 - Sunrise Villa Phases 1-3 Subdivision
2011-2012 Fiscal Year
Approved CPI 2006
(Adjusted 2008)
Maximum Assessment $1,513.54

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 13 ea. @ 5,800 lumens, $638.49
Project Management, 54 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance ($576.90)
Maintenance: lighting: 13 ea. @ 5,800 lumens, $399.41
Project Management, 54 lots at $400 + $3.00 per lot $562.00
Eliminate Deficit Fund Balance over 10 years $57.69
Reserves $48.07

Estimated Cost Per Year $1,067.17
Previous Year Assessment $1,513.54*
New Assessment $1,513.54

*: See Note 4 below. 46 lots were added to this district.

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.
4. Added 46 lots to the district this year, resulting in a higher total assessment, but maintained the per lot assessment.

FORMULA FOR ASSESSMENT:
Assessment (A) = \(
\text{Cost (C)} \div \text{Number of Lots (L)}
\)

A = \(\frac{1,513.54}{54}\) = $28.02 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 54.

Estimated Annual Assessment
A = $28.02 per lot
District No. 33 - New Expressions Phase 4 Subdivision
2011-2012 Fiscal Year
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,504.87

_Estimated Accumulated Costs 2010-2011_
Maintenance: 220 ft. of wall and lighting: 11 ea. @ 5,800 lumens, 2 ea. @ 9,500 lumens, Project Management, 58 lots  $512.67

_Estimated Costs 2011-2012_
Projected July 1, 2011 fund balance  $3,440.31
Maintenance: 220 ft. of wall and lighting: 11 ea. @ 5,800 lumens, 2 ea. @ 9,500 lumens  $547.60
Project Management, 58 lots at $400 + $3.00 per lot  $574.00
Reserves  $56.08

Estimated Cost Per Year  $1,177.68
Previous Year Assessment  $1,168.07

New Assessment  $1,168.07

Assessment

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

_Formula for Assessment:_

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$1,168.07}{58} = \$20.14 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 58.

Estimated Annual Assessment
\[
A = \$20.14 \text{ per lot}
\]
District No. 34 - Meadow Breeze Phase 1 Subdivision
2011-2012 Fiscal Year
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,928.30

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 14 ea. @ 5,800 lumens, 5 ea. @ 9,500 lumens,
Project Management, 78 lots
$1,378.57

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance
$2,872.44
Maintenance: lighting: 14 ea. @ 5,800 lumens, 5 ea. @ 9,500 lumens
$614.66
Project Management, 78 lots at $400 + $3.00 per lot
$634.00
Reserves
$62.43
Estimated Cost Per Year
$1,311.09
Previous Year Assessment
$1,300.31
New Assessment
$1,300.31

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic
appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the
development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $1,300.31 / 78 = $16.68 per lot

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 78.

Estimated Annual Assessment
A = $16.68 per lot
## District No. 35 - Meadow Breeze Phase 2 Subdivision
### 2011-2012 Fiscal Year
#### Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,001.39

### ESTIMATED ACCUMULATED COSTS 2010-2011
- Maintenance: lighting; 9 ea. @ 5,800 lumens, $740.17
- Project Management, 44 lots

### ESTIMATED COSTS 2011-2012
- Projected July 1, 2011 fund balance $638.05
- Maintenance: lighting; 9 ea. @ 5,800 lumens $276.51
- Project Management, 44 lots at $400 + $3.00 per lot $532.00
- Reserves $40.43

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<td>Estimated Cost Per Year</td>
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<tr>
<td>Previous Year Assessment</td>
<td>$844.08</td>
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<tr>
<td>New Assessment</td>
<td>$844.08</td>
</tr>
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</table>

### ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

### FORMULA FOR ASSESSMENT:
Assessment (A) = \( \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \)

\[
A = \frac{844.08}{44} = 19.18 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 44.

Estimated Annual Assessment
\[
A = 19.18 \text{ per lot}
\]
District No. 37 - Riverview Estates Phase 4 Subdivision
2011-2012 Fiscal Year
Approved CPI 2006
(Adjusted 2007)
Maximum Assessment $508.84

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 5 ea. @ 5,800 lumens, $218.50
Project Management, 17 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $681.47
Maintenance: lighting: 5 ea. @ 5,800 lumens $153.62
Project Management, 17 lots at $400 + $3.00 per lot $451.00
Reserves $30.23

Estimated Cost Per Year $634.85
Previous Year Assessment $496.36
New Assessment $243.00

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

\[
A = \frac{\$496.36}{17} = \$29.20 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 17.

Estimated Annual Assessment
A = $29.20 per lot
District No. 38 - Ranch Victoria, Phase One Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $529.89

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 2 ea. @ 5,800 lumens,
Project Management, 6 lots

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance

Maintenance: lighting: 2 ea. @ 5,800 lumens
Project Management, 6 lots at $400 + $3.00 per lot
Reserves

Estimated Cost Per Year

Previous Year Assessment

New Assessment

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

\[
A = \frac{\text{Assessment (A)}}{\text{Cost (C)}} = \frac{\text{Number of Lots (L)}}{6}
\]

\[
A = \frac{516.86}{6} = 86.14 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 6.

Estimated Annual Assessment
\[
A = 86.14 \text{ per lot}
\]
District No. 39 - Williams Ranch Phase 4 Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment $1,207.85

**ESTIMATED ACCUMULATED COSTS 2010-2011**

Maintenance: lighting: 17 ea. @ 5,800 lumens, $645.92
Project Management, 59 lots

**ESTIMATED COSTS 2011-2012**

Projected July 1, 2011 fund balance $1,288.55

 Maintenance: lighting: 17 ea. @ 5,800 lumens $522.30
Project Management, 59 lots at $400 + $3.00 per lot $577.00
Reserves $54.97

Estimated Cost Per Year $1,154.27
Previous Year Assessment $1,145.10
New Assessment $1,145.10

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{$1,145.10}{59} = $19.40\text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 59.

Estimated Annual Assessment
\[
A = $19.40\text{ per lot}
\]
District No. 40 - Amalene Estates Subdivision
2011-2012 Fiscal Year
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment $7,648.22

**ESTIMATED ACCUMULATED COSTS 2010-2011**
Maintenance: 5,445 sq. ft. of landscaping area, 736 ft. of wall, and lighting: 16 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.
Project Management, 53 lots

$2,810.65

**ESTIMATED COSTS 2011-2012**
Projected July 1, 2011 fund balance

$14,919.53

Maintenance: 5,445 sq. ft. of landscaping area, 736 ft. of wall, and lighting: 16 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.
Project Management, 53 lots at $1000 + $4.00 per lot
Reserves

$4,705.55
$1,212.00
$887.63

Estimated Cost Per Year

$6,805.18

Previous Year Assessment

$6,714.72

New Assessment

$6,714.72

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$6,714.72}{53} = \$126.70 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 53.

Estimated Annual Assessment

A = $126.70 per lot

Assessment of Remainder (AR) = A x Number Lots proposed Remainder (LR) - Number Lights proposed for Remainder x $30.21
AR = \(126.70 \times 29 - 6 \times 30.21\) = $3493.82

Assessment = $126.70 ea for 24 developed lots and $3493.82 for the remainder

Total Assessment for 2011-2012 = $6,534.62
Total developed lot count is 24 lots plus a remainder.
District No. 41 - Beverly Glenn Subdivision
2011-2012 Fiscal Year
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $645.60

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: lighting: 3 ea. @ 5,800 lumens, Project Management, 19 lots
$147.30

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $737.80
Maintenance: lighting: 3 ea. @ 5,800 lumens $92.17
Project Management, 19 lots at $400 + $3.00 per lot $457.00
Reserves $27.46

Estimated Cost Per Year $576.63
Previous Year Assessment $575.01
New Assessment $575.01

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

$A = \frac{\$575.01}{19} = \$30.26 \text{ per lot}$

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 19.

Estimated Annual Assessment
$A = \$30.26 \text{ per lot}$
District No. 42 - Sierra Estates Subdivision
2011-2012 Fiscal Year
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $24,331.14

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 43,873 sq. ft. of landscaping area, 330 ft. of wall, and lighting: $4,237.41
14 ea. @ 5,800 lumens,
Project Management, 48 lots.

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $39,289.96
Maintenance: 43,873 sq. ft. of landscaping area, 330 ft. of wall, and lighting: $20,878.24
14 ea. @ 5,800 lumens
Project Management, 48 lots at $1000 + $4.00 per lot
Reserves $1,192.00
$3,310.54

Estimated Cost Per Year $25,380.78
Previous Year Assessment $23,734.54
New Assessment $23,734.54

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
\[
A = \frac{Cost (C)}{Number of Lots (L)}
\]
\[
A = \frac{23,734.54}{48} = 494.46 \text{ per lot}
\]
The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 48.

Estimated Annual Assessment
\[
A = 494.46 \text{ per lot}
\]
District No. 43 - Sierra Meadows Phase 2 Subdivision
2011-2012 Fiscal Year
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $18,564.42

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 27,960 sq. ft. of landscaping area, 2614 ft. of wall, and lighting:
28 ea. @ 5,800 lumens, 8 ea. @ 16,000 lumens.
Project Management, 61 lots $1,459.79

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $31,442.32

Maintenance: 27,960 sq. ft. of landscaping area, 2614 ft. of wall, and lighting:
28 ea. @ 5,800 lumens, 8 ea. @ 16,000 lumens. $14,857.74
Project Management, 61 lots at $1000 + $4.00 per lot $1,244.00
Reserves $2,415.26

Estimated Cost Per Year $18,517.00
Previous Year Assessment $18,231.39
New Assessment $18,231.39

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic
appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the
development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $18,231.39 = $298.88 per lot
61

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 61.

Estimated Annual Assessment
A = $298.88 per lot
District No. 44 - Summit Estates Phase 1 Subdivision
2011-2012 Fiscal Year
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $5,629.48

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 4,300 sq. ft. of landscaping area, 242 ft. of wall, and lighting: 20
ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens, Project Management, 70 lots

$2,350.12

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance

$10,086.70

Maintenance: 4,300 sq. ft. of landscaping area, 242 ft. of wall, and lighting: 20
ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens
Project Management, 70 lots at $1000 + $4.00 per lot
Reserves

$3,577.23
$1,280.00
$728.58

Estimated Cost Per Year

$5,585.81

Previous Year Assessment

$5,491.45

New Assessment

$5,491.45

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

Assessment (A) = Cost (C) / Number of Lots (L)

\[ A = \frac{\$5,491.45}{70} = \$78.44 \text{ per lot} \]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 70.

Estimated Annual Assessment

A = $78.44 per lot
District No. 45 - New Expressions Phase 5 Subdivision
2011-2012 Fiscal Year
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $14,396.67

ESTIMATED ACCUMULATED COSTS 2010-2011
Maintenance: 15,250 sq. ft. of landscaping area, 880 ft. of wall and berm, and lighting: 22 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens, Project Management, 88 lots $864.38

ESTIMATED COSTS 2011-2012
Projected July 1, 2011 fund balance $16,645.65
Maintenance: 15,250 sq. ft. of landscaping area, 880 ft. of wall and berm, and lighting: 22 ea. @ 5,800 lumens, 1 ea. @ 9,500 lumens $11,127.16
Project Management, 88 lots at $1000 + $4.00 per lot $1,352.00
Reserves $1,871.87
Estimated Cost Per Year $14,351.03
Previous Year Assessment $14,043.67
New Assessment $14,043.67

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{14,043.67}{88} = 159.58 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 88.

Estimated Annual Assessment
A = $159.58 per lot
District No. 46 – Moorea Manor Subdivision
2011-2012 Fiscal Year
Approved CPI 2009
(Adjusted 2009)
Maximum Assessment $1,246.05

**ESTIMATED ACCUMULATED COSTS 2010-2011**

Maintenance: 1,460 sq. ft. of landscaping area, 286 ft. of wall, and lighting: 4 ea. @ 5,800 lumens $1,246.05
Project Management, 88 lots

**ESTIMATED COSTS 2011-2012**

Projected July 1, 2011 fund balance $1,898.34

Maintenance: 1,460 sq. ft. of landscaping area, 286 ft. of wall, and lighting: 4 ea. @ 5,800 lumens $2,590.16
Project Management, 16 lots at $1000 + $4.00 per lot $1,064.00
Reserves $548.12

Estimated Cost Per Year $4,202.28
Previous Year Assessment $4,202.28
New Assessment $4,202.28

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A) = \frac{\text{Cost (C) \times Number of Lots (L)}}{16}}
\]

\[
A = \frac{4,202.28 \times 16}{16} = 262.64 \text{ per lot}
\]

The total 2011-2012 assessment will be spread based upon the number of lots. Total lot count is 16.

Estimated Annual Assessment
\[
A = 262.64 \text{ per lot}
\]

This concludes the 2011-2012 Landscape and Lighting District Engineer’s Report.
Baldomero Rodriguez, RCE 45304

[Signature]
CITY COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: ADOPTION OF A RESOLUTION AND ORDINANCE COMPLYING WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On July 19, 2011, Council directed staff to bring back an Ordinance pursuant to ABX1 27 that provides that a redevelopment agency may continue in operation if the City that includes a redevelopment agency adopts an ordinance agreeing to comply with and participate in the Alternative Voluntary Redevelopment Program established in Part 1.9, Division 24 of the Health and Safety Code. Action by the City Council approving the ordinance would maintain Redevelopment Project Area No. 1 as amended. Council also directed staff to make the continuation payment subject to ABX1 27 which is estimated to be approximately $317,000 for fiscal year 2011-12 and approximately $76,000 in subsequent years.

As provided for in ABX1 27 the Agency would transfer the funds to the City and the City would use the funds to make payment to county auditor – controller for distribution to schools, and specified special districts. As currently calculated, with the sale of the 4th Street property, staff believes the Agency has the funds to make the required transfers.

RDA Counsel has advised that Council also adopt the attached Resolution Declaring its Intention to Enact an Ordinance Participating in the Alternative Voluntary Redevelopment Program to protect the Agency should, down the road, someone allege the resolution was also necessary. Once the Ordinance has been enacted, the Agency may continue to operate normally as long as the Council authorizes staff to make the continuation payments on January 15, 2012 and May 15, 2012 as required by the legislation.

As discussed during the July 19, 2011 Council meeting, adoption of the Resolution and Ordinance will allow the Agency to continue with the following projects/obligations:

a. Sell the Fourth Street property.
b. Sell the Stout building.
c. Transfer all other Agency owned properties to the City of Porterville.
d. Per the City/Agency loan agreement, as tax increment becomes available, annual payments will be made to the City in the amount of approximately $165,000 per year, for operation and administrative charges for the Agency for fiscal
years 2011-12, 2012-13, and 2013-14.

e. Continue to make the infrastructure payback payment to the City, in the amount of $150,000 per year, for infrastructure projects that were completed in, or adjacent to, the Redevelopment Project area.

f. Continue working with the Department of Housing and Community Development and the Porterville Hotel property owner to complete the Hotel Redevelopment Project. Continue receiving tax increment for the next 44± years to put towards projects which would eliminate blight and increase job opportunities.

On July 18, 2011, CRA and the League of California Cities filed their petition asking the California Supreme Court to overturn ABX1 26 and ABX1 27 because they violate the California Constitution. At the same time, CRA and the League of California Cities requested that the Court issue a stay to prevent the legislation from going into effect until the Court can decide the lawsuit.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution Declaring its Intention to Enact an Ordinance Participating in the Alternative Voluntary Redevelopment Program; and

2. Adopt the draft Ordinance Complying with the Voluntary Alternative Redevelopment Program to Permit the Continued Existence and Operation of the Redevelopment Agency; and

3. Waive further reading of the draft Ordinance, adopt Ordinance and order to print.

4. Authorize the Agency and the City to enter into an agreement pursuant to CRL 34194.2 whereby the Agency shall make an initial transfer of a portion of its tax increment to the City in an amount equal to the First Remittance, and thereafter to transfer amounts of tax increment equal to any subsequent Remittance Payment which the City is required to make to the county auditor-controller

ATTACHMENTS:  
1. Draft Resolution
2. Draft Ordinance
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DECLARING ITS INTENTION TO ENACT AN ORDINANCE WHEREBY THE CITY SHALL ELECT TO COMPLY WITH AND PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS: The Porterville Redevelopment Agency ("Agency") is a California public body, corporate and politic, duly formed and authorized by the City Council of the City of Porterville ("City Council") to exercise the powers of a redevelopment agency pursuant to the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq. ("CRL").

WHEREAS: The Agency is engaged in activities necessary to carry out and implement the Redevelopment Plan for the Porterville Redevelopment Project No. 1 ("Project Area"); and

WHEREAS: Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately; and

WHEREAS: ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS: Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011, and provides that, thereafter, a successor agency will administer the enforceable obligations of the Agency and otherwise wind up the Agency’s affairs, all subject to the review and approval of an oversight committee; and

WHEREAS: Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain “enforceable obligations” and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS: The dissolution of the Agency would be detrimental to the health, safety, and economic well-being of the residents of the City and cause irreparable harm to the community, because, among other reasons, the redevelopment activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City, and are a critical component of its future; and

WHEREAS: Part 1.9 of the CRL ("Part 1.9") provides that a redevelopment agency may continue in operation if a city or county that includes a redevelopment agency adopts an ordinance agreeing to comply with and participate in the Alternative Voluntary Redevelopment Program
established in Part 1.9 ("Program"); and

WHEREAS: As a condition of the Agency’s continued existence and operation of its redevelopment agency, the City is required to make certain annual remittances to the county auditor controller pursuant to Chapter 3 of Part 1.9 ("Remittance Payments"), beginning with a larger upfront Remittance Payment for the 2011-2012 fiscal year ("First Remittance"), to be paid in two equal installments on January 15, 2012 and May 15, 2012; and

WHEREAS: The City expects it will have sufficient moneys and revenues to fund the City’s payment of the First Remittance and further expects to have sufficient moneys and revenues to fund the subsequent annual Remittance Payments required by Part 1.9; and

WHEREAS: The City intends to adopt the ordinance required by Part 1.9, in order to allow the Agency to continue in operation and performing its functions ("Ordinance"); and

WHEREAS: The City intends to adopt the Ordinance and desires to forestall the dissolution of the Agency until November 1, 2011 to allow the City sufficient time to enact the Ordinance; and

WHEREAS: The City and Agency desire to enter into an agreement pursuant to CRL Section 34194.2 whereby the Agency shall make an initial transfer of a portion of its tax increment to the City in an amount equal to the First Remittance, and thereafter to transfer amounts of tax increment equal to any subsequent Remittance Payment which the City is required to make to the county auditor-controller pursuant to the City’s participation in the Program ("Agreement to Transfer Tax Increment"); and

WHEREAS: The City’s needs are such that it can commit to spend the funds received from the Agency pursuant to the Agreement to Transfer Tax Increment to finance activities within the redevelopment area that are related to accomplishing the Agency’s project goals; and

WHEREAS: The City is aware that the validity, passage, and applicability of ABX1 26 and ABX1 27 has become the subject of a judicial challenge; and

WHEREAS: The City, by the adoption of this resolution, does not represent, disclaim, or take any position whatsoever on the issue of the validity of ABX1 26 or ABX1 27, but rather the City seeks to comply with the Constitution and laws of the State of California, including Part 1.9, in order to preserve the ability of the Agency to continue to operate and thereby benefit the community; and

WHEREAS: The City has duly considered all other related matters and has determined that the City’s participation in the Program is in the best interests of the City, and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1: The foregoing Recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.
SECTION 2: Pursuant to CRL Section 34193(b), the City hereby expresses its intent to adopt the Ordinance to comply with Part 1.9. This resolution is that "nonbinding resolution of intent" referred to in CRL Section 34193(b) and shall be interpreted and applied in all respects in accordance with such section and Part 1.9, to the fullest extent permitted by law.

SECTION 3: On or before October 1, 2011, the City Manager is hereby authorized and directed to notify the county auditor, the State Department of Finance, and the Controller of the State concerning the resolution, in accordance with Section 34193(b).

SECTION 4: The City Attorney (or such other legal counsel as may be selected by the City Manager) is hereby authorized to bring an action in the Superior Court of the County of Tulare pursuant to CRL Sections 33500 and 33501 to determine the validity of the Ordinance referred to in this resolution, or the validity of any bonds contemplated to be issued by the Agency or other material contracts of the Agency, or any findings of the City Council related thereto, upon the determination of the City Manager that such action is reasonably necessary or appropriate to facilitate the consummation of any agency transaction for which governing board approval has been given.

SECTION 5: The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this ___ day of August, 2011.

By: __________________________
Ronald L. Irish, Mayor

ATTEST:

John Lollis, City Clerk

______________________________
Patrice Hildreth, Chief Deputy City Clerk
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ELECTING TO COMPLY WITH AND PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS: The Porterville Redevelopment Agency ("Agency") is a California public body, corporate and politic, duly formed and authorized by the City Council of the City of Porterville ("City Council") to exercise the powers of a redevelopment agency pursuant to the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq. ("CRL").

WHEREAS: The Agency is engaged in activities necessary to carry out and implement the Redevelopment Plan for the Porterville Redevelopment Project No. 1 ("Project Area"); and

WHEREAS: Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately; and

WHEREAS: ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS: Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011, and provides that, thereafter, a successor agency will administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval of an oversight committee; and

WHEREAS: Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain "enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS: The dissolution of the Agency would be detrimental to the health, safety, and economic well-being of the residents of the City and cause irreparable harm to the community, because, among other reasons, the redevelopment activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City, and are a critical component of its future; and

WHEREAS: Part 1.9 of the CRL ("Part 1.9") provides that a redevelopment agency may continue in operation if a city or county that includes a redevelopment agency adopts an ordinance agreeing to comply with and participate in the Alternative Voluntary Redevelopment Program established in Part 1.9 ("Program"); and

WHEREAS: As a condition of the Agency's continued existence and operation of its redevelopment agency, the City is required to make certain annual remittances to the county auditor

ATTACHMENT
ITEM NO. 2
controller pursuant to Chapter 3 of Part 1.9 ("Remittance Payments"), beginning with a larger upfront remittance for the 2011-2012 fiscal year ("First Remittance"), to be paid in two equal installments on January 15, 2012 and May 15, 2012; and

WHEREAS: The City will have sufficient moneys and revenues to fund the City’s payment of the First Remittance and expects to have sufficient moneys and revenues to fund the subsequent annual Remittance Payments required by Part 1.9; and

WHEREAS: The City and Agency intend to execute an agreement pursuant to CRL Section 34194.2, whereby the Agency shall make an initial transfer of a portion of its tax increment to the City in an amount equal to the First Remittance, and thereafter to transfer amounts of tax increment equal to any subsequent Remittance Payment which the City is required to make to the county auditor-controller pursuant to the City’s participation in the Program ("Agreement to Transfer Tax Increment"); and

WHEREAS: The City’s needs are such that it can commit to spend the funds received from the Agency pursuant to the Agreement to Transfer Tax Increment to finance activities within the redevelopment area that are related to accomplishing the Agency’s project goals; and

WHEREAS: The City is aware that the validity, passage, and applicability of ABX1 26 and ABX1 27 has become the subject of a judicial challenge; and

WHEREAS: The City, by the adoption of this Ordinance, does not represent, disclaim, or take any position whatsoever on the issue of the validity of ABX1 26 or ABX1 27, but rather the City seeks to comply with the Constitution and laws of the State of California, including Part 1.9, in order to preserve the ability of the Agency to continue to operate and thereby benefit the community; provided that the City expressly reserves its right to challenge the validity of ABX1 26 or ABX1 27 and/or to repeal this Ordinance, in the sole and absolute discretion of the City Council; and

WHEREAS: The City has determined that this Ordinance is exempt from the California Environmental Quality Act (codified as Public Resources Code Sections 21000 et seq.) ("CEQA"), pursuant to Section 15378(b)(4) of the CEQA Guidelines set forth at Title 14, California Code of Regulations; such authorizations are not considered a project subject to CEQA review because the Remittance Payments are a government funding mechanism and fiscal activity, which do not involve any commitment to any specific project which may result in a potentially significant environmental impact; and

WHEREAS: The City has duly considered all other related matters and has determined that the City’s participation in the Program is in the best interests of the City, and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:
SECTION 1: The foregoing recitals are true and correct.

SECTION 2: The City hereby finds that (i) the dissolution of the Agency would be detrimental and cause irreparable harm to the community and to the health, safety, and economic well-being of the citizens of the City, and (ii) the types of activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City, and are a critical component of its future.

SECTION 3: The City hereby commits to spend those funds received under the Agreement to Transfer Tax Increment or otherwise pursuant to CRL Section 34194.2 to finance activities within the Redevelopment Project that are related to accomplishing the goals of the Redevelopment Project.

SECTION 4: The City hereby agrees to comply with the Constitution and the laws of the State of California, including Part 1.9, including the determination of Remittance Payment amounts, appeal rights in relation thereto, and the making of the Remittance Payments referred to in CRL Section 34194(b) at the times and in the manner described in Part 1.9. This ordinance is that ordinance referred to in CRL Section 34193 and shall be interpreted and applied in all respects so as to comply with Part 1.9, to the fullest extent permitted by law.

SECTION 5: On or before November 1, 2011, the City Manager is hereby authorized and directed to notify the county auditor-controller, the Controller of the State, and the State Department of Finance that the City agrees to comply with the provisions of Part 1.9 as provided under Section 34193, such notice to be in accordance with CRL Section 34193.1.

SECTION 6: The City's Remittance Payments to the county auditor-controller made pursuant to Part 1.9 may be paid from any legally available funds of the City not otherwise obligated for other uses in accordance with Section 34194.1. Nothing herein is intended or shall be interpreted to require any payments or impose any financial or other obligation of the City other than in accordance with the Constitution and laws of the State of California, including Part 1.9.

SECTION 7: The City Council determines that approval of this Ordinance is exempt from CEQA, pursuant to CEQA Guidelines Section 15378(b)(4), because such approval is not considered a project subject to CEQA review. The Remittance Payments are a government funding mechanism and fiscal activity which do not involve any commitment to any specific project which may result in a potentially significant environmental impact.

SECTION 8: The City Council hereby authorizes and directs that a Notice of Exemption shall be filed with the Clerk of the Board of Supervisors of the County of San Bernardino, California, within five (5) working days following the date of adoption of this Ordinance.

SECTION 9: The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code Section 36933.
SECTION 10: This Ordinance shall be effective thirty (30) days from and after the date of the final passage and adoption hereof.

APPROVED AND ADOPTED this ___ day of August, 2011.

By: ________________________________________________
    Ronald L. Irish, Mayor

ATTEST:

John Lollis, City Clerk

____________________
Patrice Hildreth, Chief Deputy City Clerk
COUNCIL AGENDA: AUGUST 2, 2011

SUBJECT: AUTHORIZATION TO NEGOTIATE A CONTRACT FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE PUBLIC SAFETY BUILDING PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The purpose of this staff report is to get direction from Council on the next appropriate step related to the design of the Public Safety Building project.

As Council is aware, on April 16, 2010 staff received 21 Statement of Qualifications/Proposals for design and preparation of plans and project manual for the Public Safety Building Project. The proposals were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" adopted by City Council (Resolution 16-2001). On June 23, 2010 staff interviewed the four top rated firms wherein they were rated according to the aforementioned policy, with the following results:

1. Taylor-Teter Partnership
   Fresno, CA
   89.8 pts.
2. RRM Design Group
   San Luis Obispo, CA
   89.0 pts.
3. PMSM Architects
   Paso Robles, CA
   86.4 pts.
4. LEA Architects, LLC
   Phoenix, AZ
   82.8 pts.

Staff's expectation is that consultant fees will be in the range of $350,000 to $375,000 for complete engineering and architectural services. If it is Council's direction to move forward with the design project, staff respectfully requests Council's authorization to negotiate a contract with the top rated firm. If staff is unsuccessful, staff seeks Council's authorization to negotiate with the 2nd rated firm and if unsuccessful, with the 3rd rated firm until a contract has been successfully negotiated.

The consultant selection list noted above is over a year old. Staff discussed the legality and sensitivity of relying on consultant evaluations that are over a year old with the City Attorney. The City Attorney's opinion is that the City has the legal right to choose a consultant from the existing list of consultants.

Council raised concerns regarding the Fire Department's ability to "man" and operate the new facility once it is on line.
Further, Council requested information on the potential impact the City may feel on its Insurance Services Office (ISO) rating if the Public facility is constructed or not constructed. The Fire Chief’s memo, attached herein, addresses these concerns.

The funding source will be from the 2010/2011 “Local” Measure ‘H’ tax revenue funds.

**RECOMMENDATION:** That the City Council provide specific direction to staff and should that direction be to precede with the design efforts, then:

1. Authorize staff to define a scope of professional services and negotiate a contract with Taylor-Teter Partnership; and

2. Authorize staff to negotiate a contract with the 2nd or 3rd ranked firm if staff is unable to negotiate an acceptable contract with Taylor-Teter Partnership.

3. Authorize the Mayor to execute the Public Safety Building Design Service Agreement.

**ATTACHMENTS:** Locator Map
Memo

P:\pwork\General\Council\Authorization to Negotiate a Contract for Architectural & Engineering Services for Public Safety Building - 2011-08-02.doc
MEMORANDUM

DATE: July 27, 2011

TO: City Council

FROM: Chief Mario Garcia

SUBJECT: Public Safety Building & ISO Ratings

Council has asked on several occasions what effect the Insurance Services Office (ISO) rating has on our community and what the operating cost will be for the proposed Public Safety Building (Fire Station #3). First and foremost, the purpose of ISO is to collect information on municipal fire-protection efforts in communities throughout the United States. ISO collects and analyzes the relevant data using the Fire Suppression Rating Schedule (FSRS). Based on this analysis, ISO assigns a Public Protection Classification from 1 to 10. Class 1 represents superior property fire protection, and Class 10 indicates that the area’s fire-suppression program is deficient in meeting ISO’s minimum criteria. The City of Porterville’s current ISO rating is 3.

In March 2011, ISO evaluated the City of Porterville. The City was able to maintain its current ISO rating of 3. Two major components in the evaluation require that all occupancies within the city limits be located within 5 miles of a fire station and within 1000 ft. of a hydrant. During the evaluation period, Tulare County Fire Station #19 was used for the Fair Grounds and Edison facility. If Tulare County relocates Station #19, the Fair Grounds and Edison facility would be rated down to an 8.

Council asked about the potential effects if the City’s ISO rating dropped from 3 to 5. Staff contacted various insurance companies to ascertain what impact a reclassification would have on our community. Regrettably, there was not one specific answer. In summary, all of the insurance brokers/companies either use the ISO format or the Department of Insurance Services. Those that use the Department of Insurance Services assess their premiums based on the value of the home, address, zip code, location to fire hydrants and response times. Others rely on the ISO rating and some noted that they will not insure a home if the ISO rating is in excess of 7.

Two local insurance companies indicated that there would be an increase in premium rates if the ISO rating changed from 3 to 5. One company indicated that the premiums for residential, commercial and industrial would increase by 60% and the other stated that a 25% increase would occur. Other companies would not provide information on premium increases.

On July 20, 2011, staff met with the Economic Development consultants and the first two questions asked of the Fire Department were, “what is your ISO rating and what are your staffing levels”?

The final question addressed relates to the operational cost for Fire Station #3. A comparison was made to Fire Station #2’s operational cost and information was obtained from the Finance Department for FY2010/2011. Staff estimates that operational costs for Fire Station #3 will be approximately $12,000. No additional expense is needed if the new station is staffed with current personnel. However, if Council’s direction is to staff up with 6 new personnel, the cost would be $534,948 for three Lieutenants and three Firefighters.
SUBJECT: FREEDOM FEST AND FIREWORKS SHOW REPORT

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: This report provides a recap of the inaugural Freedom Fest Fireworks Show which was held Saturday, July 2, 2011. This event was a collaborative effort of the Tule River Tribe and the City of Porterville. A special thanks is in order for Mr. Dan Hackey of the Tribe for his assistance in planning the event, as well as, the staff of the City and Tribe police departments, and City Fire, Public Works and Parks & Leisure Services Department in producing the event.

An estimated crowd of more than 5,000 community members who attended this event enjoyed a wide range of activities, including the Kids' Zone, two live bands, a Civil War Re-enactment, the big water spray from the fire truck, and of course, the spectacular fireworks display.

Financially, the City Council and the Tribal Council each contributed $15,000 to initiate the event. The fireworks display expense of $20,000 left a balance of $10,000 for other activities. The total expense of miscellaneous activities was $4,045, leaving a remaining balance of $5,955. The event generated revenue funds from parking, Kid's Zone ticket sales, vendors, and the dunk tank which totaled $8,540. The ending balance after expenditures combined with the generated revenue resulted in an ending balance of $14,495 on hand to be forwarded to next year's event, if it is the desire of the two Councils to begin planning toward holding a similar event next July.

RECOMMENDATION: That the City Council receives this report, and give staff direction toward planning a similar event for July 2012.

Director Appropriated/Funded City Manager ITEM NO.: 25
JOINT CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA: AUGUST 2, 2011

SUBJECT: PUBLIC HEARING TO AUTHORIZE A PURCHASE AND SALE AGREEMENT BETWEEN THE PORTERVILLE REDEVELOPMENT AGENCY AND SOCIAL VOCATIONAL SERVICES, INC. (APN 253-138-001)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On July 5, 2011, the City Council and the Redevelopment Agency continued the public hearing for the purchase and sale agreement between the Porterville Redevelopment Agency and Social Vocational Services, Inc., due to the State’s action to eliminate Redevelopment and Redevelopment Agencies authority to conduct business. On July 19, 2011, Council authorized staff to move forward with an ordinance to retain redevelopment authority.

Staff is recommending that the City Council and the Porterville Redevelopment Agency open the public hearing and continue it to September 20, 2011 to complete the follow up process to the recent actions by the City Council extending the use of redevelopment authority.

RECOMMENDATION: That the City Council and the Porterville Redevelopment Agency open the public hearing and continue the public hearing to September 20, 2011.