Call to Order
Roll Call

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

JOINT CITY COUNCIL/PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 N. MAIN STREET, PORTERVILLE, CA
DECEMBER 20, 2011

Roll Call: Agency Members

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

JOINT CITY COUNCIL/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.

Adjourn to a meeting of the Porterville City Council.

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

**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.

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

Pledge of Allegiance Led by Council Member Pete V. McCracken
Invocation

**PRESENTATIONS**
SCE Resolution of Appreciation

**REPORTS**
This is the time for all AB 1234 reports; Committee/Commission/Board Reports; Subcommittee Reports; and Information Items and Reports.

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

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

1. **City Council Minutes of August 16, 2011 and November 15, 2011**

2. **Request for a Budget Adjustment to Form an Adult Basketball League**
Re: Consideration of a request for a budget adjustment in the amount of $6,600 for the formation of an adult basketball league.

3. **Award of Consultant Service Agreement Contract for the Preparation of Porterville’s 2012 Short Range Transit Plan**
Re: Considering authorization to execute the Consultant Service Agreement with TPG Consulting, Inc. at an agreed fee of $67,158 for the preparation of the 2012 Short Range Transit Plan.

4. **Authorization to Purchase Tax Defaulted Property at 347 W. Orange Avenue; APN No. 260-187-001**
Re: Considering approval of a resolution objecting to the County Tax Collector sale of the tax-defaulted property identified as Parcel 260-187-001, and authorizing the submittal of an application and the execution of an agreement to purchase the property.
5. Revised Schedule for Review of Development Ordinance Revisions  
Re: An informational report regarding efforts to complete revisions to the Porterville Development Ordinance following the recent adoption of a revised Zoning Map.

Re: Considering authorizing the Mayor to sign a request for State certification for the City of Porterville, January 1, 2011, population of 54,843.

7. Christmas Eve Library Closure  
Re: Considering authorization to close the Library on Christmas Eve.

8. Reminder of Wall of Fame Nominations  
Re: Informational item regarding the Council’s consideration of Wall of Fame Nominations on January 17, 2011.

9. Amendment to Employee Pay and Benefit Plan  
Re: Considering approval of a resolution amending the Employee Pay and Benefit Plan and Health Plan Document for employees holding positions represented by the Porterville City Firefighters Association.

10. Addendum No. 1 Extending City Manager Employment Agreement  
Re: Considering approval of Addendum No. 1 extending the term of the City Manager’s contract through December 31, 2013, and updating language pursuant to AB 1344.

11. Review of Local Emergency Status  
Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8690 of the California Emergency Services Act.

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

PUBLIC HEARINGS
12. Library Fines and Collection Procedures  
Re: Considering approval of a resolution adopting library fines and collection procedures.

SECOND READINGS
13. Ordinance 1780, An Ordinance of the City Council Amending the Official Zoning Map (Pertaining to Parcels Depicted on Exhibit A-1)  
Re: Second Reading of Ordinance No. 1780, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-1, which was given first reading on December 7, 2011.

14. Ordinance 1781, An Ordinance of the City Council Amending the Official Zoning Map (Pertaining to Parcels Depicted on Exhibit A-2)  
Re: Second Reading of Ordinance No. 1781, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-2, which was given first reading on December 7, 2011.

15. Ordinance 1782, An Ordinance of the City Council Amending the Official Zoning Map (Pertaining to Parcels Depicted on Exhibit A-3)  
Re: Second Reading of Ordinance No. 1782, An Ordinance of the City Council of the City of
Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-3, which was given first reading on December 7, 2011.

16. **Ordinance 1783, An Ordinance of the City Council Amending the Official Zoning Map (Pertaining to Parcels Depicted on Exhibit A-4)**
   Re: Second Reading of Ordinance No. 1783, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-4, which was given first reading on December 7, 2011.

17. **Ordinance 1784, An Ordinance of the City Council Amending the Official Zoning Map (Pertaining to Parcels Depicted on Exhibit A-5)**
   Re: Second Reading of Ordinance No. 1784, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-5, which was given first reading on December 7, 2011.

**SCHEDULED MATTERS**

18. **Authorization of a Ten-Year Development Fee Payment Plan**
   Re: Considering approval of resolution authorizing a no interest ten (10) year Development Fee Payment Plan for all commercial and industrial business and affordable housing developments within the City limits, with the exclusion of those businesses operating under a Home Occupancy Permit and rescinding Resolutions 107-1998, 84-2001, and 64-2002.

**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 January 17, 2012 at 5:30 p.m.

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

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA  93257, and on the City’s website at www.ci.porterville.ca.us.
Call to Order at 5:30 p.m.
Roll Call: Council Member Ward, Vice Mayor Hamilton, Council Member Shelton, Council Member McCracken, Mayor Irish

ORAL COMMUNICATIONS
None

CITY COUNCIL CLOSED SESSION:
A. Closed Session Pursuant to:
   1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: A 30.57 mile line of railroad between Strathmore, CA milepost 268.60 and Jovista, CA milepost 299.17 in Tulare County, particularly that portion of the railroad line within the limits of the City of Porterville. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Union Pacific Railroad Company. Under Negotiation: Terms and Price.
   3- Government Code Section 54956.9(a) – Conference with Legal Counsel – Existing Litigation: Mercury Insurance Company v. City of Porterville, Tulare County Superior Court Case No. PCL 148192.
   4- 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.
   5- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two Cases with facts not yet known to potential plaintiffs.

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 Greg Shelton
Invocation – a moment of silence was observed.

PRESENTATIONS
Harmony Magnet Academy Students
Service Awards to Redevelopment Advisory Committee Members
REPORTS

• Council Member Ward advised of his recent attendance at the Step Up meeting and referred everyone to Item No. 21 for a status report of the committee.
• Council Member Shelton, reported on a recent Indian Gaming Local Community Benefit Committee meeting and indicated that he hoped to get money for Porterville. He then spoke of various events he attended, including: a sesquicentennial committee meeting; the Grand Opening of the Goodwill Store; “A Bad Day In Porterville” play at the Senior Center; Dive-In Theater; Krazy Daze event; a funeral for Mr. Garfield at the Tule River Indian Reservation; a Tea Party meeting at Charlie’s; and a birthday party for Tule River Tribal Council Member Kevin Bonds.
• Vice Mayor Hamilton spoke of the recent LAFCo meeting; and lauded the Chamber for their efforts at the Pioneer Krazy Daze event.

ORAL COMMUNICATIONS

• John Coffee, a Porterville resident, expressed concerns with individuals parking in the bike lanes along Morton Avenue and with bicyclists riding against traffic; and spoke against Item 15 and requested that the item be opened up for public comment.
• Paul Mill, voiced concern with the new PetSmart building’s close proximity to Prospect Street, with the excavation for the project commencing prior to Council’s approval, and suggested that the business would ruin the existing pet shop in the center. Mr. Mill then spoke of the need for repairs on North Grand Avenue; and spoke against the Police Department’s use of the helicopter due to disturbance of his peace.
• Kerry Lucas, voiced concern with the City and/or Chamber not providing funds for her business, yet giving large loans to other businesses; and requested that the City’s code be changed to allow her to sell her hotdogs.
• Boyd K. Leavitt, a Porterville resident, admonished the Council for their behavior, and spoke of the potential for the voters to pursue a recall.
• Wendy Taylor, a Porterville resident and member of the Sesquicentennial Committee, came forward and thanked the Council and staff for their efforts with the Pioneer Krazy Daze event and their participation at the dunk tank. She then provided t-shirts as a token of the committee’s appreciation.
• Dick Eckhoff, a Springville resident, spoke in favor of the Downtown Marketing Plan and provided the Council with a copy of his comments.
• Brock Neeley, voiced agreement with Mr. Leavitt’s comments and requested that no further negative comments be made about the Chamber of Commerce.

CONSENT CALENDAR

Item Nos. 3 and 5 were removed for further discussion.

1. CITY COUNCIL MINUTES OF JULY 5, 2011

Recommendation: That the City Council approve the draft Minutes of July 5, 2011.

Documentation: M.O. 01-081611
Disposition: Approved.
2. AWARD OF CONTRACT – OLIVE AVENUE REHABILITATION PROJECT

Recommendation: That the City Council:
1. Award the Olive Avenue Rehabilitation Project to Bowman Asphalt, Inc. in the amount of $955,936.90 to construct Option No. 2 (Base Bid + Street Add Alternates – an additional $86,034.32 is needed for construction contingency (9%), and $29,028.78 is needed for construction management, quality control and inspection (2.7%). Total estimated cost for Option No. 2 is $1,071,000.00, which matches the allocated funding amount); and
2. Authorize a 9% contingency to cover unforeseen construction costs.

Documentation: M.O. 02-081611
Disposition: Approved.

4. ACCEPTANCE OF PROJECT – REHABILITATE RUNWAY 12-30

Recommendation: That the City Council:
1. Award the 2011/2012 Micro-Surfacing Project to Intermountain Slurry Seal, Inc. in the amount of $749,209.91 to construct Option No. 1 (Fund Base Bid – An additional $74,920.99 is needed for construction contingency (10%), and $37,460.50 is needed for construction management, quality control and inspection (5%). Total estimated cost for Option 1 is $81,258.40 from the West North Grand Avenue Rehabilitation Project. The West North Grand Street Reconstruction project is currently under design and has not been authorized for construction advertisement);
2. Authorize a 10% contingency to cover unforeseen construction costs; and
3. Authorize the Finance Director to re-appropriate $81,258.40 from the West North Grand Avenue Rehabilitation Project account to the 2011/2012 Micro-Surfacing Project account.

Documentation: M.O. 03-081611
Disposition: Approved.

6. ANNUAL REVIEW AND REQUEST FOR RENEWAL OF A TEMPORARY STRUCTURE PERMIT FOR THE STORAGE AND CONSIGNMENT OF EQUIPMENT

Recommendation: That the City Council take no action to continue the permit and the permit will expire on August 17, 2011.

Documentation: M.O. 04-081611
Disposition: Approved.

7. INTENT TO VACATE A PORTION OF A 30’ WIDE PUBLIC UTILITY EASEMENT RELATED TO PETSMART DEVELOPMENT PROJECT
Recommendation: That the City Council:
1. Pass a Resolution of Intent to Vacate a Portion of a 30’ wide Public Utility Easement described as shown on Parcel Map No. 3874 and more precisely described on the legal description include in the staff report; and
2. Set the Council Meeting of September 20, 2011 as the time and place for a public hearing.

Documentation: Resolution 48-2011
Disposition: Approved.

8. SET STUDY SESSION FOR REVIEW OF CONSOLIDATED WASTE MANAGEMENT AUTHORITY

Recommendation: That the City Council set September 13, 2011, 6:30 p.m., as the date and time for a study session.

Documentation: M.O. 05-081611
Disposition: Approved.

9. THIS ITEM WAS REMOVED.

10. LIBRARY AND LITERACY COMMISSION VACANCY

Recommendation: That the City Council direct staff to solicit applications to fill the seat vacated by Mr. Joseph Carter on the Library and Literacy Commission; and bring the item back to the Council for appointment.

Documentation: M.O. 06-081611
Disposition: Approved.

11. REDEVELOPMENT ADVISORY COMMITTEE MEMBERSHIP

Recommendation: That the City Council:
1. Reappoint for a three-year term ending July 10, 2014, the six members consenting to continue serving on the Redevelopment Advisory Committee for Project Area No. 1 as amended; and
2. Direct the City Clerk to advertise to fill three vacancies on the Redevelopment Advisory Committee with qualified candidates from the amended area.

Documentation: M.O. 07-081611
Disposition: Approved.

12. APPROVAL FOR COMMUNITY CIVIC EVENT – BOYS AND GIRLS CLUB OF PORTERVILLE FAMILY CONCERT AT MURRY PARK
Recommendation: That the Council approve the Community Civic Event Application and Agreement from the Boys & Girls Club of Porterville and Nico’s Concessions, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit ‘A’ of the Community Civic Event Application.

Documentation: M.O. 08-081611
Disposition: Approved.


Recommendation: That the Council approve the Community Civic Event Application and Agreement submitted by the Filipino-American Association of California, subject to the stated requirements contained in Exhibit ‘A’.

Documentation: M.O. 09-081611
Disposition: Approved.

14. REVIEW OF LOCAL EMERGENCY STATUS

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.

Documentation: M.O. 10-081611
Disposition: Approved.

15. COUNCIL MEMBER REQUESTED AGENDA ITEM – REQUEST FOR THE CITY COUNCIL TO SCHEDULE THE CONSIDERATION OF FORMING A COMMUNITY FACILITIES DISTRICT(S) FOR NEIGHBORHOOD STREET MAINTENANCE

Recommendation: Council Ward makes the motion that the City Council authorize the scheduling on the September 6th Council Agenda the consideration of forming a Community Facilities District(s) for neighborhood street maintenance.

Documentation: M.O. 11-081611
Disposition: Approved.

16. COUNCIL MEMBER REQUESTED AGENDA ITEM – REQUEST FOR THE CITY COUNCIL TO SCHEDULE THE CONSIDERATION OF THE CITY’S SELF-PERFORMANCE OF STREET MAINTENANCE PROGRAMS
Recommendation: Councilman Ward makes the motion that the City Council authorize the scheduling on the September 6th Council Agenda the consideration of the City’s self-performance of street maintenance programs.

Documentation: M.O. 12-081611
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council approve Item Nos. 1, 2, 4, and 6 through 16. The motion carried unanimously.

3. AWARD OF CONTRACT – 2011/2012 FISCAL YEAR MICRO-SURFACING PROJECT

Recommendation: That the City Council:
1. Award the 2011/2012 Micro-Surfacing Project to Intermountain Slurry Seal, Inc., in the amount of $749,209.91 to construct Option 1 (BASE BID);
2. Authorize a 10% contingency to cover unforeseen construction costs; and
3. Authorize the Finance Director to re-appropriate $81,258.40 from the West North Grand Avenue Rehabilitation Project account to the 2011/2012 Micro-Surfacing Project account.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Ward indicated that he had removed the item from Consent Calendar, and voiced his interest in rejecting all bids. The Council then discussed the concept of purchasing equipment and performing said work in-house and of the need for a cost benefit analysis.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member McCracken that the City Council award the 2011/2012 Micro-Surfacing Project to Intermountain Slurry Seal, Inc., in the amount of $749,209.91 to construct Option 1 (BASE BID); authorize a 10% contingency to cover unforeseen construction costs; and authorize the Finance Director to re-appropriate $81,258.40 from the West North Grand Avenue Rehabilitation Project account to the 2011/2012 Micro-Surfacing Project account. The motion carried unanimously.

Disposition: Approved.

5. APPROVAL OF THE 2011/2012 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Recommendation: That the City Council:
1. Approve the 2011/2012 Disadvantaged Business Enterprise Program;
2. Authorize the Public Works Director to sign the 2011/2012 Disadvantaged Business Enterprise Program; and
3. Approve the Resolution of Adoption.

Page 6 of 12
City Manager Lollis introduced the item, and indicated it had been removed from Consent Calendar at the request of Council Member Shelton. In response to Council Member Shelton’s inquiry, staff elaborated on the requirement and impact on bids of the DBE program.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the City Council approve the 2011/2012 Disadvantaged Business Enterprise Program; authorize the Public Works Director to sign the 2011/2012 Disadvantaged Business Enterprise Program; and approve the Resolution of Adoption. The motion carried unanimously.

Disposition: Approved.

SECOND READINGS

17. ORDINANCE 1779, VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM

Recommendation: That the Council give Second Reading to Ordinance No. 1779, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council give Second Reading to Ordinance No. 1779, waive further reading, and adopt said Ordinance, being 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 CAL. HEALTH AND SAFETY CODE.

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

The City Manager read the Ordinance by title only.

Disposition: Approved.

At the Mayor’s request, Item No. 19 was presented next.

SCHEDULED MATTERS

19. AWARD CONTRACTS – LANDSCAPE MAINTENANCE, VARIOUS LANDSCAPE MAINTENANCE DISTRICTS

Recommendation: That Council award the contracts for LMD Groupings No. 1, No. 3 and No. 4 to Perfect Care Landscape Maintenance for Tulare, and LMD Groupings No. 2 and No. 5 to Clean Cut Landscape of Clovis. Further, that the Council authorize
regular payments upon satisfactory performance of the required services.

City Manager Lollis introduced the item. Mayor Irish and Parks and Leisure Services Director Milt Stowe noted conflicts of interest, recused themselves from the discussion, and exited the Council Chambers. The staff report was presented by Finance Director Maria Bemis. It was noted that supplemental information had been provided by Porterville Sheltered Workshop Director of Business Services Ron Killingsworth subsequent to the distribution of the Council Agendas, and that copies of same were available to the public.

A discussion ensued relative to the City’s ability to negotiate with Porterville Sheltered Workshop (PSW) due to its status as a non-profit organization; concerns over PSW’s capacity to handle the additional square footage; whether the interest by bidders from out of town would remain in the event only one LMD Group was awarded to them, and the various options and scenarios available to the Council relative to awarding and rejecting the submitted bids.

- John Nash, Porterville Sheltered Workshop Interim Executive Director, came forward and stated that the PSW had the capacity in terms of manpower and equipment to perform the work pursuant to the contract requirements.

The Council recessed for ten minutes at 8:05 p.m.

Council Member Ward MOVED, and Council Member Shelton SECONDED, that the Council reject all bids on LMD Group Nos. 2 and 3 and based on negotiations, award the contracts to Porterville Sheltered Workshop for LMD Group Nos. 2 and 3; and award contracts on LMD Group Nos. 1, 4 and 5 to the lowest bidders.

Vice Mayor Hamilton MOVED to amend Council Member Ward’s motion to award to the lowest bidders on LMD Group Nos. 1 and 4; and reject all bids submitted on LMD Group Nos. 2, 3, and 5 and direct staff to re-bid. After a brief discussion, Vice Mayor Hamilton WITHDREW his motion to amend.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council reject all bids on LMD Group Nos. 2 and 3 and based on negotiations, award the contracts to Porterville Sheltered Workshop for LMD Group Nos. 2 and 3; and award contracts on LMD Group Nos. 1, 4 and 5 to the lowest bidders, as follows: LMD Group No. 1: Perfect Care Landscape Mtncc., Tulare; LMD Group No. 4: Perfect Care Landscape Mtncc., Tulare; and LMD Group No. 5: Clean Cut Landscape, Clovis.

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

Disposition: Approved.

18. PROJECT REVIEW COMMITTEE FEES
Recommendation: That the City Council adopt the draft resolution changing the structure and cost for PRC fees to Option One.

City Manager Lollis introduced the item, and the staff report was presented by City Planner Bill Nebeker, which included three options for Council’s consideration and proposed the following categories and fees:

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<tr>
<th>Type</th>
<th>Project Size</th>
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<th>Medium</th>
<th>Large</th>
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<td>1</td>
<td>New commercial or industrial structures and additions from 500 SF to less than 1,000 SF.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>New commercial or industrial structures and additions from 1,000 SF to less than 10,000 SF</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>New commercial or industrial structures and additions 10,000 SF or larger in size</td>
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<td>2</td>
<td>Multiple-family developments with four (4) to six (6) units or consisting of two (2) to three (3) structures</td>
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<td>X</td>
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<td>2</td>
<td>Multiple-family developments with seven (7) to eleven (11) units or consisting of four (4) to six (6) structures</td>
<td></td>
<td></td>
<td>X</td>
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<td>2</td>
<td>Multiple-family developments with more than twelve (12) units or consisting of more than six (6) structures</td>
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<td></td>
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<tr>
<td>3</td>
<td>Change in occupancy</td>
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<td>4</td>
<td>Any project that requires a discretionary approval</td>
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<thead>
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<td>Public Hearing Required</td>
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<td>Yes</td>
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<td>(to adopt new fees)</td>
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<td>Cost Recovery Achieved</td>
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<td>Simplified Tier Structure</td>
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<td>No</td>
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<tr>
<td>Reduced Fees</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
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</table>
Council Member Ward MOVED to adopt the draft resolution changing the structure and cost for PRC fees to Option 1. The motion was SECONDED by Council Member McCracken.

Following a brief discussion, Council Member Shelton MOVED to amend the motion to separately categorize “Residential Parcel Maps” as “medium” projects. Vice Mayor Hamilton SECONDED the motion.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton that the City Council approve Council Member Shelton’s amendment to separately categorize “Residential parcel maps” as “medium” projects.

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member McCracken that the City Council adopt the draft resolution approving Option 1, as amended. The motion carried unanimously.

Disposition: Approved, as amended.

20. DESIGNATION OF VOTING DELEGATES AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES 2011 ANNUAL CONFERENCE

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

Disposition: No action.

21. COORDINATED COMMUNITY SERVICES COMMITTEE MEETINGS UPDATE (“STEP UP”)

Recommendation: None – Information only.

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

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council direct staff to bring back a consent calendar item for the purpose of scheduling a study session. The motion carried unanimously.

Disposition: Approved.

22. FREEDOM FEST AND FIREWORKS SHOW REPORT
Recommendation: That the City Council receive this report, and give staff direction toward planning a similar event for July 2012.

The City Manager introduced the item, and the staff report was presented by Leisure Services Superintendent Donnie Moore.

- Tule River Tribal Council Member Kevin Bonds came forward that thanked the City Council and staff for their efforts and collaboration in making the event successful, and voiced interest in continuing the event annually.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Mayor Irish that the City Council direct staff to roll over the remainder of funds for the event in July 2012. The motion carried unanimously.

Disposition: Direction given.

The Council Meeting adjourned at 9:29 p.m. to a Joint Meeting of the City Council and Porterville Redevelopment Meeting.

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

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

WRITTEN COMMUNICATIONS
None

ORAL COMMUNICATIONS
None

SCHEDULED MATTER
PRA-01 APPROVAL OF A RESOLUTION ADOPTING AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE FOR THE REDEVELOPMENT AGENCY PURSUANT TO THE REQUIREMENTS OF AB X1 26.

Recommendation: That the Redevelopment Agency adopt the draft resolution adopting the Enforceable Obligation Payment Schedule.

Agency Secretary Lollis introduced the item, and Community Development Director Dunlap introduced the item.

AGENCY ACTION: MOVED by Vice Chair Hamilton, SECONDED by Member Ward that the Redevelopment Agency adopt the draft resolution adopting the Enforceable Obligation Payment Schedule.

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

Disposition: Approved.

The Joint City Council and Redevelopment Agency Meeting adjourned at 9:40 p.m. to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS
• John Coffee, voiced opposition to Item 15, suggesting it was an attempted end-run on Prop 13.

OTHER MATTERS
• Council Member Ward noted that school was now back in session and thanked the Police Department for their efforts with traffic control and keeping the children safe.
• Council Member Shelton spoke of various upcoming events, including: a Sesquicentennial Committee meeting; Step Up meeting; a family concert in the Park hosted by the Boys and Girls Club; the Fire Association’s Chili Cook-Off; and the 911 Remembrance Memorial Service at the Church of the Nazarene.

ADJOURNMENT
The Council Meeting adjourned at 9:48 p.m. to the meeting of September 6, 2011 at 5:30 p.m.

Luisa Herrera, Deputy City Clerk

SEAL

Ronald L. Irish, Mayor
Call to Order at 5:35 p.m.
Roll Call: Council Member Ward, Vice Mayor Hamilton, Council Member Shelton, Council Member McCracken, Mayor Irish

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

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

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

ORAL COMMUNICATIONS
None

JOINT CITY COUNCIL/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 in which facts are not yet known to potential plaintiff.
   3- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

CITY COUNCIL CLOSED SESSION:
B. Closed Session Pursuant to:
   1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: A 30.57 mile line of railroad between Strathmore, CA milepost 268.60 and Jovista, CA milepost 299.17 in Tulare County, particularly that portion of the railroad line within the limits of the City of Porterville. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Union Pacific Railroad Company. Under Negotiation: Terms and Price.
   2- Government Code Section 54957.6 – Conference with Labor Negotiator. Agency
Negotiators: John Lollis, Steve Kabot and Patrice Hildreth. Employee Organizations: Porterville City Employees Association, Public Safety Support Unit, Porterville City Firefighters Association, Management and Confidential Series, Fire Officers Series, and all unrepresented management employees.

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


5- Government Code Section 54957 - 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 Mayor Ronald L. Irish

Invocation – a moment of silence was observed.

PROCLAMATIONS

America Recycles Week
National Family Caregivers Month

PRESENTATIONS

Recognition of Employees with Military Service
Employee of the Month – Mike Hildreth
Outstanding Business – Porter Street Barbeque

REPORTS

- Council Member McCracken referred everyone to the Summary Report of Recent Audit Committee Meetings which was provided in the Agenda packets; and advised that the Consolidated Waste Management Authority was to meet on November 17 and consider the modification of their fee structure to correct an error in the prior calculation.
- Council Member Ward spoke of the recent Step Up neighborhood event.
- Council Member Shelton commented on recent community events he had recently attended, including: various Day of the Dead celebrations hosted by Comision Honorifica, Porterville College and the Sesquicentennial Committee; Homeless Connect; a Step Up Neighborhood event; First Friday Coffee; a Forest Service Meet and Greet; Porterville High School v. Monache High School Football Game; Veterans Day Parade; and a Veterans and Eagles event.
- Vice Mayor Hamilton advised that he had been unable to attend the most recent LAFCo Meeting; and commended the efforts of Ed Flory and the Veterans on another successful parade.
- Mayor Irish thanked the citizens for attending the Veterans Day Parade and honoring those who have served our Country.

Mayor Irish advised that a request had been made by staff to add an item concerning a
request for street closure that was received on November 15th and required Council action prior to the next Council meeting.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Vice Mayor Hamilton, that the City Council add as an emergency item “Request for Street Closure – Myers’ Seventeenth Annual Christmas Tree Memorial Service” onto the agenda as the last Scheduled Matter. The motion carried unanimously.

Disposition: Item added.

**ORAL COMMUNICATIONS**
- Rick Elkins and Monte Reyes, Co-Chairs of the Sesquicentennial Committee, provided a report of the Committee’s activities throughout the year; advised that the celebration was coming to a close; and extended appreciation to the Tule River Indian Tribe, the Chamber of Commerce, the City, and participants in the events for making the sesquicentennial celebration a success.
- Donnette Silva Carter, lauded the 2011 Chamber Award honorees, Woman of the Year – Rotha Anderson; Man of the Year – Deron Johns; Large Business of the Year – Walmart Distribution Center; Small Business of the Year – Bob Ruff’s Electric; Male Youth of the Year – Victor Espinoza; Female Youth of the Year – Shelina Noorali; Volunteer of the Year – Porterville High School Academy of Business Community Service Project of the Year – Project Homeless Connect; invited all to attend the Children’s Christmas Parade to take place Thursday, December 1st; and thanked the Sesquicentennial Committee for their efforts and success.
- Brock Neeley, requested that he be afforded an opportunity to speak during the Council’s consideration of Items 10 and 11; and commented that Council Member Shelton was required to abide by all traffic laws as was everyone else.
- Wendi Taylor, invited everyone to attend the Annual Tree Lighting Ceremony to take place November 25th at Centennial Park.
- Ronnie Hulsey, requested that the City Council consider an item to establish rent control in Porterville, and voiced concern with the frequent rent increases by the owner of Golden Hills Mobile Home Park.
- Unidentified high school students came forward and requested that they be allowed to video tape the Council Meeting, elaborated on a competition in which they were participating regarding democracy, and invited all to attend the event at the Visalia Convention Center on November 19th. Mayor Irish advised that were permitted by law to record any and all public meetings.

**CONSENT CALENDAR**
Item No. 5 was removed for further discussion.

1. **CITY COUNCIL MINUTES OF MAY 3, 2011; OCTOBER 18, 2011; AND NOVEMBER 1, 2011**
Recommendation: That the City Council approve the Minutes of May 3, 2011; October 18, 2011; and November 1, 2011.

Documentation: M.O. 02-111511
Disposition: Approved.

2. AIRPORT LEASE RENEWAL – AIRWAY CAFÉ

Recommendation: That the City Council approve the extension of the Lease Agreement between the City of Porterville and Richard Chilcutt of Porterville, CA, for the restaurant, known as Airway Café, at the Porterville Municipal Airport.

Documentation: M.O. 03-111511
Disposition: Approved.

3. CALHOME PROGRAM APPLICATION

Recommendation: That the City Council:
1. Adopt the draft resolution approving the submittal of a CalHome Program Funding Application to the California Department of Housing and Community Development;
2. Authorize the Mayor to execute all documents pertaining to the CalHome Program; and
3. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development for administration of the CalHome Program.

Documentation: Resolution 66-2011
Disposition: Approved.

4. EMERGENCY PIPE REPAIR WORK AT RECLAMATION AREA

Recommendation: Informational report.

Documentation: M.O. 04-111511
Disposition: Approved.

6. CANCELLATION OF JANUARY 3, 2012 CITY COUNCIL MEETING

Recommendation: That the City Council cancel the January 3, 2012 Council Meeting.

Documentation: M.O. 05-111511
Disposition: Approved.
7. REVIEW OF LOCAL EMERGENCY STATUS

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

Documentation: M.O. 06-111511
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Hamilton that the City Council approve Item Nos. 1 through 4, 6 and 7. The motion carried unanimously.

5. SETTING THE PUBLIC HEARING FOR THE ZONING MAP UPDATE

Recommendation: That the City Council set December 6, 2011, as the date for the public hearing to consider amending the Zoning Map using the proposed method of public notification.

City Manager John Lollis introduced the item, and indicated that the item had been pulled by Council Member Shelton. Council Member Shelton voiced his support for approval of the item, and commended staff for their efforts in noticing the item.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member McCracken that the City Council set December 6, 2011, as the date for the public hearing to consider amending the Zoning Map using the proposed method of public notification. The motion carried unanimously.

Disposition: Approved.

PUBLIC HEARINGS

8. CONDITIONAL USE PERMIT PRC-2011-11-C AND VARIANCE PRC-2011-11-V TO ALLOW FOR A 100FT HIGH TELECOMMUNICATIONS TOWER TO LOCATE AT 767 PORTER ROAD FOR OLSON COMPUTER SERVICES

Recommendation: That the City Council provide direction to staff and the applicant regarding a revised application; or

1. Open the continued Public Hearing and take testimony regarding the variance and conditional use permit requests for this project;
2. Close the public hearing;
3. Adopt the Draft Resolution approving the variance for PRC-2011-11-V, subject to conditions of approval;
4. Adopt the Draft Resolution approving the conditional use permit for PRC-2011-11-C, subject to conditions of approval.

The City Manager introduced the item, and City Planner Bill Nebecker presented the staff report.

The public hearing was opened at 7:29 p.m.

- Ryan Walker, representing OACYS, the applicant, stated that camouflaging the tower would be cost prohibitive, suggesting it would cost approximately $50,000 to $80,000; and responded to Council questions regarding the proposed location and the cost projections for the project.

The public hearing was closed at 7:33 p.m.

A discussion ensued as to the proposed location of the tower, the estimated cost of camouflaging the tower, and the impact said tower would have on aesthetics of the area.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council adopt the Draft Resolution approving the variance for PRC-2011-11-V, subject to conditions of approval; and adopt the Draft Resolution approving the conditional use permit for PRC-2011-11-C, subject to conditions of approval.

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

Disposition: Approved.

SCHEDULED MATTERS

9. ANGELA VERA APPEAL TO REMOVE VALLEY OAK TREE AT MORTON AVENUE AND PEARSON DRIVE

Recommendation: That the City Council accept staff’s report and determine the status of the appeal.

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

Without objection, the Mayor invited public comment.

- Sandy Calantone, Porterville resident, spoke in favor of keeping the tree.
Angela Vera, applicant, requested that the Council approve the removal of the tree and distributed an arborist report which she had commissioned in 2009.

The Mayor then closed public comment.

A discussion then ensued as to the arborist report referenced by the applicant, how such matters are handled in other jurisdictions, and the varying costs of tree removal.

The Council recessed for five minutes.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council deny the request for appeal and sustain the decision of the Parks and Leisure Services Commission. The motion carried unanimously.

Disposition: Appeal denied.

10. AWARD OF CONTRACT – REPEATER TOWER PROJECT

Recommendation: That the City Council:
1. Consider the camouflaging of the tower;
2. Award the contract to the lowest responsible bidder, provided the lowest responsible bid is within 10% of the Engineer’s estimate;
3. Authorize a 10% construction contingency and a 5% construction management & inspection contingency; and
4. Authorize payments to the Contractor up to 90% of the contract amount.

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

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member McCracken that the City Council reject all bids.

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council award the contract to the lowest responsible bidder, provided the lowest responsible bid is within 10% of the Engineer’s estimate; authorize a 10% construction contingency and a 5% construction management & inspection contingency; and authorize payments to the Contractor up to 90% of the contract amount.

AYES: Ward, Shelton, Irish
Disposition:  Approved.

The Council recessed for ten minutes.

11. AUTHORIZATION OF A TEN-YEAR DEVELOPMENT FEE PAYMENT PLAN

Recommendation: That the City Council:
1. Authorize a ten (10) year Development Fee Payment for all commercial and industrial business and affordable housing plans within the City limits; and

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

Council Member Hamilton MOVED to authorize a ten (10) year Development Fee Payment Plan for all commercial and industrial business and affordable housing plans within the City limits; and rescind Resolutions 107-1998, 84-2011, and 64-2002. The motion was SECONDED by Mayor Irish.

A discussion ensued regarding various options that the City could implement with regard to the proposed fee payment plan. These options included different term lengths, interest rates, the effect bankruptcy would have, if any, on the City’s position on title, and structuring the policy so as to allow discretion in its application. The Council then directed staff to bring back a draft plan(s) incorporating the options discussed.

Disposition: Direction given; and item continued.

12. REVIEW OF ITINERANT VENDOR REGULATIONS

Recommendation: That the City Council consider the staff report, attachments and provide direction as it deems appropriate.

City Manager Lollis introduced the item. The staff report was presented by City Attorney Julia Lew and Community Development Director Dunlap.

In consideration of the complexity of the regulations, the Council requested that an ad hoc committee comprised of Mayor Irish and Vice Mayor Hamilton solicit comments from the Council Members, and meet with staff to discuss options for amending the City’s itinerant vendor regulations.

Disposition: Direction provided.
The Council adjourned at 8:54 p.m. to a meeting of the Porterville Public Financing Authority.

PORTERVILLE PUBLIC FINANCING AUTHORITY MINUTES
November 15, 2011

Roll Call: Director Ward, Vice President Hamilton, Director Shelton, Director McCracken, President Irish

WRITTEN COMMUNICATION
None

ORAL COMMUNICATIONS
None

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

Recommendation: That the City Council, sitting as the Porterville Public Financing Authority, hold a public meeting in accordance with the Authority’s By-laws, accept public comment, and approve the 2011 Status Report for the Redevelopment Bond Issue #1 and refinance of Tax Allocation Bond Projects.

City Manager/Authority Secretary John Lollis presented the item.

AUTHORITY ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council, sitting as the Porterville Public Financing Authority, hold a public meeting in accordance with the Authority’s By-laws, accept public comment, and approve the 2011 Status Report for the Redevelopment Bond Issue #1 and refinance of Tax Allocation Bond Projects. The motion carried unanimously.

Disposition: Approved.

The Public Financing Authority Meeting adjourned at 9:05 p.m. to a meeting of the Porterville City Council.

Emergency Item: REQUEST FOR STREET CLOSURE – MYERS’ SEVENTEENTH ANNUAL CHRISTMAS TREE MEMORIAL SERVICE

Recommendation: That the City Council approve the closure of “E” Street, between Putnam and Cleveland, on December 6, 2011, from 5:00 p.m. to 9:00 p.m. subject to the conditions specified.

City Manager Lollis introduced the emergency item.
COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member McCracken that the City Council approve the closure of “E” Street, between Putnam and Cleveland, on December 6, 2011, from 5:00 p.m. to 9:00 p.m. subject to the conditions specified. The motion carried unanimously.

Disposition: Approved.

ORAL COMMUNICATIONS
None

OTHER MATTERS
- Mayor Irish requested a moment of silence for Retired Fire Captain Bob Davison be placed on a future agenda.
- Vice Mayor Hamilton, commented on the annual scheduling conflict due to the event occurring the first Tuesday in December, and requested that the Council consider rescheduling the Council meeting of December 6th. After a brief discussion, the Council directed that the meeting of December 6th be cancelled, and an Adjourned Meeting be scheduled for December 7th.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council approve the reconsideration of Item No. 5. The motion carried unanimously.

Disposition: Approved.

5. SETTING THE PUBLIC HEARING FOR THE ZONING MAP UPDATE

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Ward that the City Council schedule the public hearing for the Zoning Map update for December 7, 2011. The motion carried unanimously.

Disposition: Approved.

OTHER MATTERS
- Council Member Shelton spoke of various upcoming community events, including: the final Sesquicentennial; the Chamber Mixer at Bella La Vina Farms; Grandparent Appreciation event; the Fishing Derby; a PAMA Thanksgiving Dinner; and a San Joaquin Valley Air Pollution Control District Meeting.

The Council recessed for ten minutes at 9:13 p.m., and then reconvened in Closed Session.

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

ADJOURNMENT
The Council Meeting adjourned at 9:34p.m. to the meeting of December 7, 2011 at 5:30 p.m.
SUBJECT: REQUEST FOR A BUDGET ADJUSTMENT TO FORM AN ADULT BASKETBALL LEAGUE

SOURCE: Parks and Leisure Services Department

COMMENT: Leisure Services staff proposes to offer an Adult Basketball League to begin in January and conclude nine weeks from the start date. In order to save on cost, all games will be played at the Santa Fe Elementary School Gymnasium. There will be four divisions: (1) Women’s Division, (2) Men’s Division, 38 years and older, (3) Men’s A Division, and (4) Men’s B Division.

The proposed League is a new activity requested by our adult sports enthusiasts and had not been incorporated into the budget. The start-up cost for the program is projected to be $6,600. Staff is requesting a budget adjustment from the General Fund Reserves to cover this initial cost. Team registration fees from the League will be deposited back to the General Fund Reserves.

RECOMMENDATION: That the City Council approve the request for funds and approve the adjustment

ATTACHMENTS: Projected Basketball League Budget
**Adult Basketball League Budget**

Nine week season. Two, ten team divisions. Each team plays eight games (one per week). Ninth week is single eliminations playoff with top four teams from each division qualifying.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
</tr>
<tr>
<td>20 teams @ $375</td>
<td>$7,500</td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td>$7,500</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
</tr>
<tr>
<td>P/T league coordinator (10 hours / weeks x 11 weeks x $12/hr)</td>
<td>$1,320</td>
</tr>
<tr>
<td>2 Ref’s @ $25 / game x 86 games (10 games / week + 6 playoff games)</td>
<td>$4,300</td>
</tr>
<tr>
<td>1 Scorer’s table @ 8 / game x 86 games</td>
<td>$688</td>
</tr>
<tr>
<td>Championship t- shirts</td>
<td>$150</td>
</tr>
<tr>
<td>Other expenses (flyers, first aide kits, game ball, whistles)</td>
<td>$120</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$6,578</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$922</td>
</tr>
</tbody>
</table>
COUNCIL AGENDA: DECEMBER 20, 2011

SUBJECT: AWARD OF CONSULTANT SERVICE AGREEMENT CONTRACT FOR THE PREPARATION OF PORTERVILLE’S 2012 SHORT RANGE TRANSIT PLAN

SOURCE: Public Works Department - Transit Division

COMMENT: On October 4, 2011, City Council authorized staff to issue a Request for Proposals for the 2012 Short Range Transit Plan. Requests for Proposals were issued on October 7, 2011, to a number of consultants, including all eligible local firms. Staff estimated the cost for consultant services at $70,000.

On November 10, 2011, staff received proposals from TPG Consulting, Inc., Nelson Nygaard, Moore & Associates, Majic Consulting Group and IBI Group. After staff completed the evaluation of the five proposals, the top three firms participated in oral interviews conducted by four senior level staff members. The top three consulting firm’s final rankings are as follows:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Rank</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>TPG Consulting, Inc. Visalia, CA</td>
<td>1</td>
<td>$67,158</td>
</tr>
<tr>
<td>IBI Group Irvine, CA</td>
<td>2</td>
<td>$69,996</td>
</tr>
<tr>
<td>Majic Consulting Group Santa Clarita, CA</td>
<td>3</td>
<td>$69,998</td>
</tr>
</tbody>
</table>

Staff is pleased with the consultants' interest in this project and recommends entering into a service agreement with the top-ranked firm. TPG Consulting, Inc. has provided a comprehensive “Scope of Services” covering all crucial tasks that staff feels is necessary for a successful project. TPG Consulting, Inc. preparation fee is $67,158, which is 4.2% lower than staff's estimate. A 10% contingency to cover unforeseen preparation issues is requested for a total “not to exceed” contract amount of $73,874. Funding is provided from the 2011/2012 FTA Section 5303 planning funds approved by Council at the time of authorization to advertise for bids for the 2012 Short Range Transit Plan.
RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute the Consultant Service Agreement with TPG Consulting, Inc. at an agreed fee of $67,158 for the services described herein;

2. Authorize a 10% contingency to cover unforeseen preparation issues that may arise once the consulting effort begins; and

3. Authorize progress payments up to 100% of the fee amount.

ATTACHMENT: Service Agreement w/Scope of Services

P:\pub\work\General\Council\Transit - Award of Consultant Service Agreement - 2012 Short Range Transit Plan - 2011-12-20.doc
CONSULTANT SERVICES AGREEMENT

This Agreement, entered into this 20\textsuperscript{th} day of December 2011, by and between the City of Porterville, hereinafter referred to as the “CITY,” and TPG CONSULTING, INC., hereinafter referred to as the “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described below; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work required for preparation of the 2012 Short Range Transit Plan for the City of Porterville, including, but not limited to, the Scope of Work as outlined in Exhibit “A,” attached hereto and incorporated herein by reference.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within five (5) working days following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit “A”, unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.
CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

A. **Total Compensation:** For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, a sum not to exceed Sixty-Seven Thousand One Hundred and Fifty-Eight Dollars ($67,158). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits “A” and “B.”

B. **Payment of Compensation:** The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

A. **CITY:** The Public Works Director shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Porterville is specifically required.

B. **CONSULTANT:** Charles Clouse shall represent and act as principal for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. **Termination by Either Party Without Cause:** The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. **Termination of Agreement for Cause:** The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the
whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

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

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during this tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to the Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
VIII. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

IX. INDEPENDENT CONSULTANT

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent CONSULTANT and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of any project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written
authorization from CONSULTANT will be at CITY’s sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT’s deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence any confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII: INDEMNIFICATION AND INSURANCE

A. As respects acts, errors, or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT’s negligent acts, errors or omissions in the performance of his/her professional services under the terms of this Agreement.

B. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY’s option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT’s (or CONSULTANT’s subconsultants, if any) performance or failure to perform under the terms of this Agreement; excepting those which arise out of the sole negligence of CITY.
C. Without limiting CITY’s right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers’ compensation insurance as required by California statutes;

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent CONSULTANT’s Liability (if applicable);

3. Professional Liability Insurance coverage, in an amount not less than One Million Dollars ($1,000,000). CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement. During this four (4) year period, CONSULTANT shall use CONSULTANT’s best efforts to ensure that there is no change of the retroactive date on this insurance coverage;

4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

D. CITY’s Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY’s best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Porterville, 291 N. Main Street, Porterville, CA, 93257.”

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:
“It is agreed that any insurance maintained by the City of Porterville shall apply in excess of and not contribute with insurance provided by this policy.”

“The City of Porterville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the name insured, performed under contract with the City of Porterville.”

F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory’s company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT’s responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT’s failure to maintain insurance or secure appropriate endorsements.
Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT’s or its subconsultant’s performance of the work covered under this Agreement.

XIII. MISCELLANEOUS PROVISIONS

A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in the Court of Law under the laws of the State of California.

D. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF PORTERVILLE
City Clerk
291 N. Main Street
Porterville, CA 93257

Charles Clouse
TPG Consulting, Inc.
222 N. Garden Street, Suite 100
Visalia, CA 93291

E. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
F. **Integration/Modification:** This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

I. **Construction:** This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

J. **Authority:** Each signatory to this Agreement represents that he is authorized to enter into this Agreement and to bind the party to which his signature represents.

K. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

**XIV. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

This contract is financed in part with funding received under Section 5307 of the Federal Transit Administration. All services performed by CONSULTANT pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

**A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No obligation by the Federal Government.
1. CITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

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


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

2. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this AGREEMENT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on CONSULTANT, to the extent the Federal Government deems appropriate.
3. CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

C. PRIVACY ACT (5 U.S.C. §552)

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

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

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


The following requirements apply to this AGREEMENT:

implementing regulations and other implementing requirements FTA may issue.

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

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

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

(c) **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, CONSULTANT agrees that it will comply with

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

E. DISADVANTAGED BUSINESS ENTERPRISES (DBE) (49 CFR Part 23)

1. The Federal Fiscal Year goal has been set by CITY in an attempt to match projected procurements with available qualified disadvantaged businesses. CITY goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises (“DBE”) have been established by CITY as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from that request for proposal.

If a specific DBE goal is assigned to this AGREEMENT, it will be clearly stated in the Special Specifications, and if CONSULTANT is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE in the work provided, CITY may declare CONSULTANT noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this AGREEMENT.

(a) Policy — It is the policy of the Department of Transportation and CITY that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (“STURAA”), shall have the maximum opportunity to participate in the performance of any contract financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this AGREEMENT.
CONSULTANT agrees to ensure that DBE as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this AGREEMENT. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBE have the maximum opportunity to compete for and perform subcontracts. CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of CITY to promote the development and increase the participation of businesses owned and controlled by the disadvantaged. DBE involvement in all phases of CITY procurement activities is encouraged.

(b) **DBE obligation** – CONSULTANT and its subconsultants agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In that regard, CONSULTANT and all subconsultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where CONSULTANT is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE in the work provided, CITY may declare CONSULTANT noncompliant and in breach of contract.

(d) CONSULTANT will keep records and documents for a reasonable time following performance of this AGREEMENT to indicate compliance with CITY’s DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CITY and will be submitted to CITY upon request.

(e) CITY will provide affirmative assistance as may be reasonable and necessary to assist CONSULTANT in implementing their programs for DBE participation. The
assistance may include the following upon request by CONSULTANT:

- Identification of qualified DBE;
- Available listing of Minority Assistance Agencies;
- Holding bid conferences to emphasize requirements.

2. DBE Program Definitions, as used in this AGREEMENT:

(a) Disadvantaged Business “means a small business concern”:

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; OR

(2) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and whose management and daily business operations are controlled by one or more women individuals who own it.

(b) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – Section 106(c) Determinations of Business Size.

(c) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
(1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of Pacific, and the Northern Marianas; and

(5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

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

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

G. FEDERAL CHANGES (49 CFR Part 18)

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

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

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

XV. MISCELLANEOUS PROVISIONS

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

B. CONSULTANT will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

IN WITNESS WHEREOF, the Agreement is executed on the day and year first above written.

CITY OF PORTERVILLE

Ronald L. Irish
Mayor

CONSULTANT

Charles Clouse, Principal
TPG Consulting, Inc.
Approved as to Form:

______________________________
City Attorney

______________________________
City Clerk

Attachments:

Exhibit “A” Scope of Work
Exhibit “B” Project Fees
EXHIBIT A

PROJECT SCOPE OF WORK

Task Descriptions

Task 1 – Project Management Plan

The Consultant shall develop and submit a project management plan to Porterville Transit for approval. The project management plan should describe how the team will handle internal and external communications, decision making methodologies, and assumptions i.e. assumptions about data availability, communication issues, travel, task elements, etc. The project management plan will also contain a work break-down structure, a project schedule, and a project budget that details how expenses and time will be allocated. The Consultant will document all assumptions and confirm them with Porterville Transit before completing a draft final project management plan. Porterville Transit must approve the final project management plan.

A sole project manager for the Consultant team shall be designated to this project and serve as a point of contact with Porterville Transit. Responses to the RFP shall include the resumes of all key personnel who will be actively involved on this project. The project manager or any key personnel shall not be changed without written permission of Porterville Transit. In the event that any Consultant key personnel do not remain in employment for the duration of the project, Porterville Transit shall approve any suggested replacements. The Consultant project manager shall be responsible for all the coordination and communication within the Consultant team, as well as with Porterville Transit.

The Consultant shall coordinate weekly conference calls with the Porterville Transit, Transit Manager, to ensure progression of the project. In addition, the Consultant will provide a monthly written progress report describing work accomplished and work planned for the upcoming month by a task and sub-task basis. This report will also include a narrative of deliverables, accomplishments, important meetings, and current issues relating to the work including interfaces, budgets, and schedules. This report will be submitted directly to the Transit Manager for Porterville Transit.

In addition, a project control report will be submitted with the monthly invoice and will contain the task number, responsible firm, budget spent to-date, budget remaining, percentage estimate of completion, hours earned and budget variance reported in task labor hours.

The above report shall be submitted with the monthly invoice in addition to all required DBE forms and documentation.

Deliverables: Project Management Plan Document
Task 2 – Project Steering Committee Management and Peer Review

A project steering committee will be established to provide policy input into the planning process. The Consultant, with the assistance of Porterville Transit, shall facilitate meetings of the project steering committee. At these meetings, the Consultant will be responsible for developing the meeting agenda, minutes, and documents, and shall compile and distribute and/or present information, solicit feedback, document all comments, issues, and committee recommendations, as well as provide a written record of the action(s) taken to address comments, identified issues, and recommendations. Porterville Transit will assist the Consultant in completing this task. The Consultant, with the assistance of Porterville Transit, shall recommend an appropriate date and make arrangements for hosting a project kick-off meeting for committee members. In addition, the Consultant shall identify and/or develop a draft program of activities and/or discussion points for the steering committee. A minimum of one meeting will be held to solicit input and/or recommendations on the development of a Public Involvement Plan. A second meeting should be held to go over the draft Public Involvement Plan in order that a finalized plan can be produced.

In addition, the Consultant will assist Porterville Transit in coordinating a peer review for the draft SRTP. The Consultant will identify cities and/or regions similar in size, area, and transit service delivery, and facilitate the collection of written review comments regarding the Porterville Transit draft SRTP from the transit properties in these cities/regions. The review comments will be used to better understand how Porterville Transit is performing in relation to its peers, to assess the state of the practice among peer cities/regions, to provide input to the steering committee, and possibly make adjustments to the draft plan document. An analysis of the review comments should be included in the report, and the actual comments will be included as a technical appendix to the report.

Deliverables: Project Kick-off Meeting
Technical Appendix – Peer Review

Task 3 – Public Involvement Plan

The involvement of the public in the development of the SRTP is important. To that end, the Consultant will develop, in cooperation with the Transit Manager, a Public Involvement Plan that details how and when the public is to be involved in the planning process describing the opportunities they will have to provide input. The Public Involvement Plan will establish a minimum number of public involvement meetings, public involvement meeting schedule (dates and time). The Public Involvement Plan will also describe how the public will be informed about the plan’s development, activities, and the progress as well as how public comments and inquiries will be addressed. Key deliverables of the Public Involvement Plan will include public involvement meeting schedule and project website. The Consultant will develop a draft Public Involvement Plan and solicit input from the Transit Manager. TCAG should also be consulted to obtain input. The Public Involvement Plan will not be considered finalized until Porterville Transit has provided approval.
At a minimum, the following sub-tasks will be required:

- Organize, publicize, and coordinate a minimum of four public meetings as described below. Meetings will be held at locations throughout the Porterville area including neighborhoods in the City of Porterville including downtown and communities included in the urbanized area.

  o Kick-off Meeting – The kick-off meeting shall occur at the outset of the project to describe the purpose of the project, solicit public input about the long-term vision for transit in Porterville, and establish the scope and project schedule.

  o Mid-project Review – This meeting will review the preliminary findings and analysis of the transportation markets, existing services and identified gaps in service. This meeting will solicit public input about transportation priorities and needs as well as consideration of the service gaps identified through this process.

  o Final Results Presentation – This meeting will provide a summary of the Strategic Master Plan and major findings to the public.

  o Where appropriate, some of these meetings may be supplemented or even replaced with technologies such as social media. They may also be combined with meetings of organizations that are interested in participating in this study. If these alternatives are to be used, the proposal should specify how and when they will be employed, whether they will supplement or replace 'live' meetings, and the results that are expected to be obtained.

- At a minimum, hold four meetings with the coordination committee as described below. It is expected that three of these meetings will be held in advance of the associated public meetings to allow for meaningful input from the group.

  o Kick-off Meeting (Coordination Committee Meeting 1): Porterville Transit will work with the Consultant to develop a coordinating committee consisting of representatives from the City of Porterville, Porterville Transit, TCAG, and other interested groups such as local Porterville businesses to provide input and feedback as the plan progresses. The kick-off meeting shall occur at the outset of the project to confirm the overall purpose and goal(s) and identify any additional data the Consultant may require.

  o Mid-project Review Meeting (Coordination Committee Meeting 2): At the conclusion of the Task 4 market analysis and transportation assessment efforts, the Consultant shall reconvene the coordination committee to review the results of the data analysis. At this meeting, all draft data analyses and proposed service concepts will be reviewed. This includes the proposed long-
term vision, goals, and objectives, as well as the results of the analysis of trends, identified transportation service gaps, and preliminary concepts for service improvements and/or additions.

- Draft Opportunities and Constraints Meeting (Coordination Committee Meeting 3): The Consultant shall give an overview of the draft results of the opportunities and constraints analysis for steering committee comment and input.

- Draft Report Meeting (Coordination Committee Meeting 4): Prior to submitting the final report, the Consultant shall hold a review meeting to receive all comments from the steering committee on the draft report.

In addition, the Consultant shall be expected to hold regular smaller meetings with Porterville Transit staff — which may be done via conference call — to obtain specific input as it relates to the work.

Finally, the Consultant shall be required to complete at least two presentations to the City of Porterville, City Council.

**Deliverables:** Public Involvement Plan Development Workshop
Draft Public Involvement Plan Document
Public Involvement Plan Document (20 printed copies and 1 electronic file)

**Task 4 – Data Collection and Data Analysis**

Porterville Transit does require direct market data collection in association with this study. The market analysis portion of the plan shall be assembled through analysis of existing sources of information such as census data, locally provided property data, and purchasable off-the-shelf data. Ridership information will be provided by Porterville Transit from previous reports that Porterville Transit has made available. Porterville Transit will work with the selected Consultant to provide all available background data, including engaging local partners, such as the local City Planning Departments, as well as TCAG.

The Consultant will develop a list of data requirements that Porterville Transit will work with the Consultant to collect. The Consultant will have ultimate responsibility for acquisition of key data elements. Please review the data list at the end of this RFP to see what is readily available.

At the outset of the project and throughout its duration, the Consultant shall immediately notify Porterville Transit if any specific data required has not been provided and the impacts of not having the data in the analysis. In some instances, it may not be feasible to obtain the data, particularly if it is not readily available or would require a significant internal effort. Porterville Transit shall make the final determination on the necessity of
any additional data requests based on the subsequent limitations on the analysis if it is not obtained.

The Consultant shall be responsible for taking the data and formatting it to meet the requirements of the report. This includes, but is not limited to any tables, charts, GIS data, maps, or other graphics.

**Market Analysis**

The market analysis shall focus on existing and projected conditions to provide the framework for identifying future transit opportunities and constraints for Porterville Transit. The Consultant shall look at not only the affects of local issues, but consider regional and national transit trends as well.

The Consultant shall evaluate demographic and ridership trends from the past 10 years to identify growth markets. This should be supplemented with the purchase of available demographic and market data. This shall be used to determine growth patterns/areas that have had the greatest positive impact on transit market share and ridership. This information should be provided in such a way as to assist in identifying what types of transit services Porterville Transit should prioritize to augment future success. In addition, the Consultant shall review the data for each market segment (Fixed-Route and Paratransit) to look for any significant changes, increases or decreases in ridership.

Using data provided, the Consultant shall review the demographic shifts in Porterville and Tulare County and include some brief analysis of the interrelationship with surrounding county with Porterville Transit. Particular attention shall be paid to the shifting location of employment centers that attract transit-dependant workers. The analysis shall also consider the changing residential demographics of the county and the re-emphasis on migration back to the downtown core.

The market analysis shall review Porterville Transit revenue and expense trends over the past 10 years as well as federal, state, and local funding trends related directly and indirectly to the Transit system. The purpose of this segment of the market analysis shall be to demonstrate the shifts in both Porterville Transit allocations and funding revenues. This, juxtaposed against the national, regional, and local economies and demographic framework, shall allow the Consultant to provide a projection of the financial state of Porterville Transit for the future planning horizon.

The results of the market analysis shall be summarized and presented to Porterville Transit and the coordination committee for review and comment. Progress briefings and memos are highly encouraged to maintain a strong level of input from Porterville Transit and interested stakeholders.

**Deliverables:** Technical appendix summarizing issues, assumptions, and decisions made as a result of previous and/or ongoing work related to transit service delivery, transit service structure, and transit operations.

Technical appendix of the background documents reviewed.
Task 5 – Developing Goals and Objectives

The Consultant, with the assistance of Porterville Transit, will identify and recommend a set of short-term (1-5 years), goals and objectives for service delivery, service types, and capital improvements. These will include goals for establishing new service types, expanding the transit service area to address existing needs, and addressing the needs of potential new markets. These goals and objectives will help to prioritize and guide subsequent recommendations for transit service improvement alternatives and service expansion strategies. The Consultant shall seek guidance from the project steering committee, the public (both regular transit users and potential transit users), and both Porterville Transit and TCAG staff to develop the goals and objectives. Goals and objectives will be presented in an executive summary and in the plan document.

This task is to identify both a long term vision and a short-term strategic process to move toward realization of the vision. This task will include recommended performance measures, standards, and identification of a list of implementable service initiative where appropriate, separating the recommendations into two categories: 1) those for the existing Porterville Transit service and service area; and 2) those for a service that includes the other operators and an area that includes all of Porterville and Tulare County.

The goals and objectives will be broken down into those for the current Porterville Transit service and its service area and those for expanded service and an expanded service area to encompass all of Porterville and Tulare County and the operations of the other transit providers in the expanded service area.

**Deliverables:** Short-range goals and objectives
Technical Appendix documenting the process and methodology for developing the goals and objectives

Task 6 – Assessment of Existing Transit Services

Utilizing the information and data collected in Task 4, the Consultant shall prepare a report that provides a comprehensive assessment of the existing transit service, facilities, and other capital equipment. The report will include assessments of the transit service area, operational characteristics (i.e. hours and days of service, headways, scheduling, bus stop placement, and ridership), fare policy structure, transit operations, transit services, capital equipment, and transit facilities. The Consultant should address the effectiveness of existing services in terms of accessibility (physical and demographic/socio-economic), land development patterns, and travel patterns.

**Deliverables:** Technical Appendix – Existing Transit Facilities and Service Needs Assessment Report
Task 7 – Needs Assessment and Identification of Future Services

The Consultant shall conduct a needs assessment in order to determine the services and capital needs required to address deficiencies in the provision of existing fixed route and demand response services. Such deficiencies could include accessibility (physical and demographic/socio-economic), capital facilities, revenue generating rolling stock, and capital equipment (service and support vehicles, ITS equipment and software, communications devices, etc). A summary of these findings will be presented in an executive summary of the plan document. Detailed information will be included in the Existing Transit Facilities and Service Needs Assessment technical appendix.

The Consultant will identify and recommend future facilities and services. These recommendations will be guided by the community’s articulated vision for a comprehensive regional transit system as expressed by public input and staff of Porterville Transit. Porterville Transit staff will take a major role in the design of future transit services and the proposed alternative transit networks. Porterville Transit may expand its operation of Paratransit services in order to add capacity to its current service and ensure that the excess demand that is not currently being met by Porterville Transit can be adequately accommodated. Recommendations for future services shall be crafted so that they implement the vision expressed by each of the prior planning documents, ongoing planning efforts, stakeholder input and area transit providers and their staff. Recommendations for future service shall be presented in the executive summary. Detailed information will be included in the Future Facilities and Service Recommendations and Needs Assessment technical appendix. This task will also include recommended performance measures and standards.

Following the identification of future services and facilities, the subsequent recommendations for implementation, the Consultant shall conduct a needs assessment in order to determine accessibility, facility, capital equipment (service and support vehicles, communications devices, etc) and, revenue generating rolling stock requirements. The Consultant shall identify general locations for neighborhood, community, and regional transit hubs in their recommendations. The Consultant shall also identify general locations and requirements for vehicle garages and/or shops if expansion and/or use of existing facilities are insufficient to address future needs. Conceptual drawings and/or representative photographs of existing vehicle types (i.e. commuter coaches, BRT vehicles, etc) and transit hubs should be included with the recommendations. The Consultant shall make every attempt to present facilities in the context of the neighborhood/community in which the facilities are being recommended. The needs assessment for future services will be presented in the executive summary. Detailed data will be included in the Future Facilities and Service Recommendations and Needs Assessment technical appendix. Conceptual drawings and illustrations shall be included in the executive summary and/or plan document for illustration purposes.

Deliverables: Technical Appendix – Existing Facilities and Service Needs Assessment Report
Technical Appendix – Future Facilities and Service Needs Assessment Report
Conceptual drawings and/or representative photographs of facilities and vehicles
Recommended Future Facilities and Service Maps (system map and route maps)
Task 8 – Review of Current and Potential Financial Resources

Porterville Transit funding mechanisms are composed of traditional revenue streams that come from the fare box, as well as local and federal grant dollars. Porterville Transit currently does not have a dedicated funding source for transit operations and capital projects. The Consultant will provide a summary and review of various potential dedicated transit funding sources and the strengths and weaknesses of each method, as well as an estimate of revenues generated.

In addition to revenue enhancing strategies, the Consultant shall consider new, non-traditional service delivery methods that decrease operating costs and have been successfully implemented at other transit agencies. Any identified opportunity shall be considered within the contextual environment of Porterville Transit, including existing labor agreements.

Finally, while one of the primary goals of the SRTP is to identify discrete projects and opportunities with the 2012-2017 planning horizon, another primary goal is to look toward longer-term services. Since many significant projects require years of planning prior to implementation, the SRTP shall identify any up-front activities that should be pursued by the Transit system to ensure it is in the appropriate position for longer-term goals established through the visioning process.

This task shall be highly interactive process between Porterville Transit and the Consultant. Porterville Transit expects and encourages highly creative thinking from the Consultant based on their observations of Porterville Transit compared to other agencies in similar situations. Porterville Transit shall assist the Consultant in determining the ability for ideas to be implemented within the City.

**Deliverables:** Review of potential transit funding sources
New service delivery methods
Long-Term activities

Task 9 – Screen, Evaluate, and Prioritize Alternatives

The Consultant shall develop a screening and evaluation methodology based on projected ridership demand, ridership impact, financial impact, capital needs, the status of planned projects, and the goals and objectives developed in Task 5. These factors shall be used to screen, evaluate, and prioritize the recommended improvements identified in Task 7. In doing so, a package of improvements that is constrained by anticipated funding levels can be assembled to help meet the short-range, intermediate, and long-range goals and objectives. The project steering committee and the public shall be afforded an opportunity to provide comments and input in order to guide the Consultant towards a recommended transit improvement package.

**Deliverables:** Detailed short range transit improvement recommendations package
General intermediate transit improvement recommendation package
General long-range transit improvement recommendation package

Task 10 – Fare Structure Policy Evaluation

The Consultant shall evaluate the existing fare structure and policies. However, any recommended adjustments to the fare structure and/or policies must be supported by a fare elasticity analysis. Information developed during this task will be used to help prioritize and program future improvements. A detailed summary of findings will be included in a technical appendix entitled – Fare Elasticity Analysis.

Deliverables: Fare Structure Recommendations
Technical Appendix – Fare Elasticity Analysis

Task 11 – Financial Plan

The Consultant shall develop a five-year financial plan that considers operating and capital costs as well as revenue. Information regarding Porterville Transit past revenues and expenditures, formula grants, and other federal and local sources of funding will be provided to the Consultant by Porterville Transit. Consideration should also be given to Porterville Transit’s future needs for qualified professional staff, customer facilities and amenities, facilities maintenance, administrative support, drivers, the costs associated with vehicle operations, maintenance, and vehicle replacement. The financial plan will provide an estimate of anticipated revenue from the farebox, local contributions, and federal sources and indentify potential needed increases and/or expected shortfalls from these funding sources. The financial plan will also explore and recommend options for alternative funding and/or financing strategies for both capital and operating expenditures to include, but not limited to, joint (public/private) land development projects, and parking revenues.

Deliverables: Financial Plan

Task 12 – Capital Investment Program

The Consultant shall develop a 10-year Capital Investment Program to include a 5-year Capital Improvement Spending Plan. The Capital Investment Program will address the operating and capital needs for vehicles, customer facilities and amenities (to include transit hubs), ITS infrastructure changes or additions to the ITS plan to make it compatible with the SRTP, and capital equipment needs. The Capital Investment Program should be reconciled with the Financial Plan so that expected capital expenditures do not exceed anticipated revenues, and do not preclude expected operation and maintenance needs. The Capital Investment Plan should also consider future funding needed to help offset, leverage, or support the costs associated with transit supportive infrastructure.
The Capital Investment Program will present a Capital Spending Plan that addresses the base system expansion needs, vehicle orders for fixed route, shuttle, and demand response revenue vehicles, customer facilities and amenities (bus stop/bus shelters, and transit hubs), fare collection system upgrades, system security enhancements, and back office systems for a period of five years. The Capital Spending Plan should also set aside money to leverage other potential funding sources to offset and/or encourage transit supportive infrastructure.

**Deliverables:** Capital Investment Program
   Capital Spending Plan

**Task 13 – Recommended Programs and Planning Activities**

The Consultant will recommend additional programs and/or planning activities to occur during the SRTP’s planning horizon. The programs and planning activities will advance and/or support existing Porterville Transit efforts to provide transit system improvements. Examples of such programs might include transit passes, rideshare coordination and support activities, expanded bikes-on-buses, ongoing data collection and monitoring, or a mode of access study to evaluate future transit hubs.

**Deliverables:** Program recommendations and descriptions
   Planning activity recommendations

**Task 14 – Recommend SRTP**

Upon completion of the screening, evaluation, and prioritization of the recommended improvements identified in Task 9, the Consultant shall recommend a draft final Short Range Transit Plan. The draft final SRTP executive summary shall include:

- The Porterville Transit’s vision for future facilities and services
- Goals and objectives
- Key local officials and major employer interview summaries
- Existing conditions
- Identified needs for existing services
- The future demand for services, and
- Potential future market opportunities and services,

The body of the SRTP document shall include:

- Future services at the system and route level
- Identification of vehicle and infrastructure needs (facilities and technology)
- The Financial plan
- The Capital investment program
- Changes or additions to the intelligent transportation system program
- The recommended future programs and planning activities,
• Performance monitoring systems, and
• The implementation schedule

The Consultant shall receive input from the project stakeholder group and the public in order to craft a recommended final SRTP. The Consultant will present the recommended final SRTP to the City of Porterville, City Council, and be prepared to discuss all aspects of the plan with them. If necessary, the Consultant will make changes as directed by the City Council. The Consultant shall also prepare a standard presentation package that Porterville Transit staff can present to elected officials, the public, business groups, transit advocacy groups, and various other interested parties.

**Deliverables:** Short Range Transit Plan (SRTP) Document (10 – printed copies, 2 reproducible hard copies, and 2 CDs containing electronic copies)
SRTP Presentation
EXHIBIT B
PROJECT FEES

Table 1 – Breakdown of total estimated cost for the project by task

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Management Plan</td>
<td>$4,512</td>
</tr>
<tr>
<td>2. Project Steering Committee &amp; Peer Review</td>
<td>$4,504</td>
</tr>
<tr>
<td>3. Public Involvement Plan</td>
<td>$16,070</td>
</tr>
<tr>
<td>4. Data Collection and Data Analysis</td>
<td>$3,260</td>
</tr>
<tr>
<td>5. Develop Goals and Objectives</td>
<td>$1,948</td>
</tr>
<tr>
<td>6. Assessment of Existing Transit Services</td>
<td>$4,588</td>
</tr>
<tr>
<td>7. Needs Assessment and ID of Future Service</td>
<td>$4,284</td>
</tr>
<tr>
<td>9. Screen, Evaluate, and Prioritize Alternatives</td>
<td>$2,960</td>
</tr>
<tr>
<td>10. Fare Structure Policy Evaluation</td>
<td>$2,140</td>
</tr>
<tr>
<td>11. Financial Plan</td>
<td>$3,568</td>
</tr>
<tr>
<td>12. Capital Investment Program</td>
<td>$2,656</td>
</tr>
<tr>
<td>13. Recommended Programs and Planning Activities</td>
<td>$3,264</td>
</tr>
<tr>
<td>14. Recommended SRTP</td>
<td>$8,092</td>
</tr>
</tbody>
</table>
CITY COUNCIL AGENDA: DECEMBER 20, 2011

SUBJECT: AUTHORIZATION TO PURCHASE TAX-DEFAULTED PROPERTY AT 347 W. ORANGE AVENUE; APN NO. 260-187-001

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On November 15, 2011, the City Council authorized staff to proceed with the demolition of the structure and abatement of hazardous materials at 347 W. Orange Avenue and to acquire the property for affordable housing. Subsequently, the City Council approved a budget adjustment at the December 7, 2011 meeting to provide up to $20,000 for the demolition and acquisition of the property. Staff would therefore like to proceed to acquire the tax-defaulted property through the County of Tulare.

The City Council must first adopt a Resolution objecting to the County Tax Collector sale of a certain tax-defaulted property and then authorize the submittal of an application and the execution of an Agreement to purchase the same property.

RECOMMENDATION: That the City Council:

1) Adopt a Resolution objecting to the sale of a tax-defaulted property, authorizing the submittal of an application to the County of Tulare to purchase the specified tax-defaulted property, and authorizing the execution of an agreement to purchase the tax-defaulted property identified as Parcel 260-187-001; and

2) Authorize the Mayor to sign all necessary documents to complete the transaction.

ATTACHMENTS: 1) Draft Resolution 2) Application to Purchase Tax-Defaulted Property from County 3) Property Legal Description
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE OBJECTING TO THE SALE OF A CERTAIN TAX DEFAULTED PROPERTY, AUTHORIZING THE SUBMITTAL OF AN APPLICATION AND THE EXECUTION OF AN AGREEMENT TO PURCHASE THE PROPERTY IDENTIFIED BY APN NUMBER 260-187-001

WHEREAS, the City of Porterville (the “City”) is a charter city organized and existing pursuant to the Constitution of the State of California; and

WHEREAS, in accordance with the California Revenue and Taxation Code, the City Council of the City of Porterville wishes to enter into a purchase agreement to purchase the tax-defaulted property as identified for the specified price, and to be used for the public purpose described in the attachment to this Resolution as Exhibit “A”.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES RESOLVE AS FOLLOWS:

1. The City of Porterville hereby objects to the Tax Collector’s Public Auction Sale of the tax-defaulted property identified in Exhibit “A,” as is required by the appropriate provisions of the California Revenue and Taxation Code.

2. The City of Porterville hereby authorizes the City to submit an Application to the County of Tulare to purchase the specified tax-defaulted property from the County, authorizes the Mayor to sign an agreement with the County to purchase the above-described property, and authorizes the Mayor to execute all other documents necessary to effectuate the transaction.

______________________________
Ronald L. Irish, Mayor

ATTEST:

______________________________
John D. Lollis, City Clerk

ATTACHMENT ITEM NO. 1
APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY FROM THE COUNTY OF TULARE

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by Agreement Sale from the County of Tulare under applicable provision of California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: __City of Porterville ________________________

2. Corporate Structure – check the appropriate box below and provide corresponding information:
   - [ ] Nonprofit – provide Articles of Incorporation
   - [ ] Public Agency – provide mission statement (and agency survey map if Redevelopment Agency)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity’s corporate structure and the intended use of the parcel.

Category A: Parcel is currently scheduled for a Chapter 7 tax sale
   - [ ] No Purchase – State/County/Taxing Agency registering objection to preserve lien only
   - [ ] Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/ Special District to preserve its lien
   - [ ] Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/ Special District for public purpose
   - [ ] Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is not currently scheduled for a Chapter 7 tax sale
   - [ ] Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/ Special District for public purpose
   - [ ] Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate into a separate document (Exhibit) and attach accordingly:

1. Property is located in Tulare County, State of California
2. List each parcel by Assessor’s Parcel Number, Default Date, Default Number, Purchase Price and full Legal Description: __see attachment________________________
3. State the purpose and intended use for each parcel: Affordable Housing

D. Acknowledgement Detail

Provide the signature of the purchasing entity’s authorized officer

Authorized Signature __________________________  Mayor __________________________  Date ________________
Title __________________________
Exhibit A

Tax-default Property of Interest to City of Porterville

<table>
<thead>
<tr>
<th>#</th>
<th>APN</th>
<th>Property Address</th>
<th>Title to be</th>
<th>Price*</th>
<th>Public Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>184</td>
<td>260-187-001</td>
<td>347 W. Orange Ave.</td>
<td>Fee</td>
<td>$9,000</td>
<td>Affordable Housing</td>
</tr>
</tbody>
</table>

*This reflects the minimum bid listed by the County. However, a good portion of this amount is to cover the liens that the City has placed on the property for weed abatement.*
PROPERTY LEGAL DESCRIPTION

<table>
<thead>
<tr>
<th>Assessor's Parcel Number</th>
<th>Default Date</th>
<th>Default Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Description:</td>
<td></td>
<td>260-187-001</td>
</tr>
</tbody>
</table>

That portion of Lot 28 of Swastika Subdivision, in the City of Porterville, County of Tulare, State of California, as per map thereof recorded in Book 7, page 65 of Maps in the office of the County Recorder of said county, described as follows:

Beginning at the Northwest corner of said Lot 28 and running thence East along the North line thereof, 76 feet; thence South 122 feet, thence West 75 feet to the West line thereof, and thence North along said West line 122 feet to the point of beginning.
REVISED SCHEDULE FOR REVIEW OF DEVELOPMENT ORDINANCE REVISIONS

COMMUNITY DEVELOPMENT DEPARTMENT– PLANNING DIVISION

COMMENT: With the adoption of the revised Zoning Map, staff will now be focusing their efforts on completing the revisions to the Porterville Development Ordinance. On October 4, 2011, staff proposed dividing the Development Ordinance into two segments for review. The two segments are as follows:

**Segment 1**
- Series 100: Introductory Provisions
- Series 200: Base Districts
- Series 300: Additional Use and Development Regulations
- Series 600: Administration and Permits

**Segment 2**
- Series 400: Land Divisions
- Series 500: Overlay Districts
- Series 700: General Terms

Revising the Development Ordinance is taking considerably more time than previously anticipated due to additional time spent on the Zoning Map update and other planning projects and the complexity of the code. Previously, staff stated that a draft copy of the first segment would be available for Council review by January 2012. To allow additional time for review by the Development Ordinance Update Committee, prior to Council’s review, this date is being pushed back to March 2012. In the event the committee requires additional time for review, staff may request another extension of time. With the Christmas holiday upon us, these meetings cannot be scheduled until the first of the year.

It is anticipated that Series 400, 500 and 700 will be completed in June 2012.

RECOMMENDATION: None. For informational purposes only.

APPROPRIATED/FUNDED A LA CM ITEM NO. 5
CONSENT CALENDAR

SUBJECT: STATE DEPARTMENT OF FINANCE – POPULATION ESTIMATES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: The Planning Division has received a summary report of Porterville’s estimated population and housing data prepared by the State Department of Finance (DOF). The DOF prepares these estimates based upon information supplied by the City during the previous year, such as new housing units, demolitions, conversions, annexations and other factors, and comparing figures from the 2010 benchmark or a prior year’s estimate. Annually, the Planning Division reviews these estimates and forwards them to the City Council for review and adoption. After Council adoption, the City submits a request for certification to the State Controller.

After certification by the State, the January 1, 2011, population estimate of 54,843 for the City of Porterville becomes the basis used to distribute certain State subvention revenues to the City. The 2010 estimate was 52,960, with an adjustment to 54,165 after the 2010 census benchmark. This is an increase of approximately 3.4% or 1,883 persons.

RECOMMENDATION: That the City Council authorize the Mayor to sign a request for State certification for the City of Porterville, January 1, 2011, population of 54,843.

ATTACHMENTS:
1. Department of Finance Tables dated 2011, 2010 with 2010 Census Benchmark, and 2010 showing population change
2. Draft Letter
Table 2: E-5 City/County Population and Housing Estimates, 1/1/2011

<table>
<thead>
<tr>
<th>COUNTY/CITY</th>
<th>Total Population</th>
<th>Total Housing Units</th>
<th>Total Households</th>
<th>Vacant Units</th>
<th>Vacancy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tulare County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dinuba</td>
<td>21,950</td>
<td>5,973</td>
<td>5,693</td>
<td>280</td>
<td>4.69%</td>
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<tr>
<td>Exeter</td>
<td>10,395</td>
<td>3,602</td>
<td>3,380</td>
<td>222</td>
<td>6.16%</td>
</tr>
<tr>
<td>Farmersville</td>
<td>10,796</td>
<td>2,765</td>
<td>2,632</td>
<td>133</td>
<td>4.81%</td>
</tr>
<tr>
<td>Lindsay</td>
<td>12,020</td>
<td>3,245</td>
<td>3,063</td>
<td>182</td>
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</tr>
<tr>
<td>Porterville</td>
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<td>16,865</td>
<td>15,766</td>
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<tr>
<td>Tulare</td>
<td>59,926</td>
<td>18,970</td>
<td>17,820</td>
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</tr>
<tr>
<td>Visalia</td>
<td>125,770</td>
<td>44,448</td>
<td>41,577</td>
<td>2,871</td>
<td>6.46%</td>
</tr>
<tr>
<td>Woodlake</td>
<td>7,331</td>
<td>2,071</td>
<td>1,970</td>
<td>101</td>
<td>4.88%</td>
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<tr>
<td>Incorporated</td>
<td>303,031</td>
<td>97,256</td>
<td>91,901</td>
<td>6,038</td>
<td>6.17%</td>
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<tr>
<td>Balance of County</td>
<td>143,806</td>
<td>44,440</td>
<td>39,143</td>
<td>5,354</td>
<td>12.03%</td>
</tr>
<tr>
<td>County Total</td>
<td>446,837</td>
<td>141,696</td>
<td>131,044</td>
<td>11,392</td>
<td>8.00%</td>
</tr>
</tbody>
</table>
Table 2: E-5 City/County Population and Housing Estimates, 1/1/2010

<table>
<thead>
<tr>
<th>COUNTY/CITY</th>
<th>HOUSE-</th>
<th>GROUP</th>
<th>MOBILE</th>
<th>OCCU-</th>
<th>PCT</th>
<th>PERSONS PER HOUSEHOLD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
<td>HOLD</td>
<td>DETACHED</td>
<td>ATTACHED</td>
<td>2 TO 4</td>
<td>5 PLUS</td>
</tr>
<tr>
<td>Tulare County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dinuba</td>
<td>21,542</td>
<td>21,428</td>
<td>114</td>
<td>5,809</td>
<td>4,355</td>
<td>282</td>
</tr>
<tr>
<td>Exeter</td>
<td>10,752</td>
<td>10,660</td>
<td>92</td>
<td>3,614</td>
<td>2,922</td>
<td>107</td>
</tr>
<tr>
<td>Farmersville</td>
<td>10,971</td>
<td>10,952</td>
<td>19</td>
<td>2,768</td>
<td>2,193</td>
<td>92</td>
</tr>
<tr>
<td>Lindsay</td>
<td>11,800</td>
<td>11,651</td>
<td>149</td>
<td>3,195</td>
<td>2,090</td>
<td>204</td>
</tr>
<tr>
<td>Porterville</td>
<td>52,960</td>
<td>51,547</td>
<td>1,413</td>
<td>16,549</td>
<td>12,063</td>
<td>483</td>
</tr>
<tr>
<td>Tulare</td>
<td>59,535</td>
<td>59,088</td>
<td>447</td>
<td>18,782</td>
<td>14,490</td>
<td>511</td>
</tr>
<tr>
<td>Visalia</td>
<td>125,971</td>
<td>124,349</td>
<td>1,622</td>
<td>43,919</td>
<td>33,184</td>
<td>1,572</td>
</tr>
<tr>
<td>Woodlake</td>
<td>7,927</td>
<td>7,918</td>
<td>9</td>
<td>2,170</td>
<td>1,407</td>
<td>126</td>
</tr>
<tr>
<td>Balance Of County</td>
<td>146,356</td>
<td>144,441</td>
<td>1,915</td>
<td>45,718</td>
<td>33,770</td>
<td>1,540</td>
</tr>
<tr>
<td>Incorporated</td>
<td>301,458</td>
<td>297,593</td>
<td>3,865</td>
<td>96,806</td>
<td>72,704</td>
<td>3,377</td>
</tr>
<tr>
<td>County Total</td>
<td>447,814</td>
<td>442,034</td>
<td>5,780</td>
<td>142,524</td>
<td>106,474</td>
<td>4,917</td>
</tr>
</tbody>
</table>
Table 2: E-5 City/County Census Population and Housing Counts, 4/1/2010

<table>
<thead>
<tr>
<th>County/City</th>
<th>Total Population</th>
<th>Total Housing Units</th>
<th>Total Households</th>
<th>Vacant Units</th>
<th>Vacancy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dinuba</td>
<td>21,453</td>
<td>5,868</td>
<td>5,593</td>
<td>275</td>
<td>4.69%</td>
</tr>
<tr>
<td>Exeter</td>
<td>10,334</td>
<td>3,600</td>
<td>3,378</td>
<td>222</td>
<td>6.17%</td>
</tr>
<tr>
<td>Farmersville</td>
<td>10,588</td>
<td>2,726</td>
<td>2,595</td>
<td>131</td>
<td>4.81%</td>
</tr>
<tr>
<td>Lindsay</td>
<td>11,768</td>
<td>3,193</td>
<td>3,014</td>
<td>179</td>
<td>5.61%</td>
</tr>
<tr>
<td>Porterville</td>
<td>54,165</td>
<td>16,734</td>
<td>15,644</td>
<td>1,090</td>
<td>6.51%</td>
</tr>
<tr>
<td>Tulare</td>
<td>59,278</td>
<td>18,863</td>
<td>17,720</td>
<td>1,143</td>
<td>6.06%</td>
</tr>
<tr>
<td>Visalia</td>
<td>124,442</td>
<td>44,205</td>
<td>41,349</td>
<td>2,856</td>
<td>6.46%</td>
</tr>
<tr>
<td>Woodlake</td>
<td>7,279</td>
<td>2,067</td>
<td>1,966</td>
<td>101</td>
<td>4.89%</td>
</tr>
</tbody>
</table>

Incorporated: 299,307  97,256  91,259  5,997  6.17%
Balance of County: 142,872  44,440  39,093  5,347  12.03%

County Total: 442,179  141,696  130,352  11,344  8.01%
December 21, 2011

Department of Finance
Demographic Research Unit
915 "L" Street, 8th Floor
Sacramento, Ca 95814

To Whom It May Concern:

On November 1, 2011, the City of Porterville received Porterville’s estimated population and housing data for 2011 from the State Department of Finance.

On December 20, 2011, the Porterville City Council adopted Porterville’s new estimated population of 54,843 and authorized transmittal of this correspondence requesting the State Controller to certify Porterville’s January 1, 2011, population as 54,843 by Minute Order No. ____________________

Sincerely,

Ronald L. Irish, Mayor
COUNCIL AGENDA: DECEMBER 20, 2011

SUBJECT: CHRISTMAS EVE LIBRARY CLOSURE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Staff requests that Council authorize that the Library be closed on Saturday, December 24 (Christmas Eve). Historically, December 24 has low library visits, computer usage and circulation and typically operates with a “skeleton” crew since overall usage is very low. Staff will use their vacation time or alter their work schedule to accommodate closing on this day. Signage will be posted for the public and no library materials will be due on this day.

RECOMMENDATION: That the City Council authorizes the closing of the Library for Christmas Eve.
SUBJECT: REMINDER OF WALL OF FAME NOMINATIONS

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: This item is to serve as a reminder regarding the upcoming consideration of nominations for “Wall of Fame” honorees. To date one nomination has been submitted to the City Clerk’s Office. The nomination procedure specifies that the Wall of Fame is for posthumous honors. Nominations must be submitted by members of the City Council and are to identify a sponsor that is to be responsible for providing the photograph, picture frame, biography, and name plate for placement on the wall. Council consideration of nominees traditionally occurs at the first meeting of January, which is scheduled to take place on January 17, 2012. Honorees approved by the City Council that are currently on display at the Heritage Community Center include: Alice Seal, Forrest “Doc” Mock, Mona Alyce Young Gauger, Jim Cone, Brett Land, Frank “Buck” Shaffer, Carmen Martinez-Eoff, Edward B. “Ted” Cornell, Jim Maples and Roy Rockholt.

RECOMMENDATION: Information only.

ATTACHMENTS: 1. Wall of Fame Nomination Form
                2. Wall of Fame Placement Procedure
HERITAGE COMMUNITY CENTER "WALL OF FAME"
Nomination/Placement Request

Based on a history of service to the Community and in recognition of significant efforts on behalf of the residents of Porterville, I/we request the Porterville City Council posthumously honor the person listed below with inclusion on the City's Wall of Fame located at the Heritage Community Center.

All nominations will be considered and Wall of Fame placements made in accordance with the Placement Procedure stated on the reverse.

Name of Nominee:__________________________________________

Description of Nominee's Community Involvement/Service Activities:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Sponsor's Name(s):__________________________________________

Telephone:_______________________________________________

Address:_________________________________________________

City/State/Zip:____________________________________________

Relationship to Nominee:____________________________________

Nomination Submitted by:

________________________________________________________________________

Mayor/City Council Member Signature __________________________ Date________________
HERITAGE COMMUNITY CENTER “WALL OF FAME” PLACEMENT PROCEDURE

The “Wall of Fame” is a portion of the hallway wall within the Porterville Heritage Center, located at 256 E. Orange Avenue. Those who are honored on the “Wall of Fame” are posthumously recognized for their significant efforts and service to the Porterville Community. The City Council will determine the appropriateness of each nomination for placement on the “Wall of Fame”. Recognition shall consist of a framed five by seven inch portrait, a brief biography, and bronze engraved name plate of common and similar style to the “Mayor’s Wall of Honor” within City Hall. Honorees will also be featured on the City’s website.

Only the Mayor and members of the City Council may submit nominations for this honor. The nomination shall be in writing to the City Clerk stating the type and duration of services the nominated individual provided to the Porterville Community prior to their passing. A nomination shall identify a sponsoring contact person willing to assume responsibility for supplying the framed portrait and nameplate, and who shall be responsible for all cost of such. All nominations will be retained by the City Clerk and placed on the agenda for consideration by the City Council at their first regular meeting held in each calendar year.

The City Council shall make the sole determination regarding the worthiness of the nominated individual’s service to the heritage of the community in regards to the honor of being included for placement on the “Wall of Fame.” The honor of recognition on the “Wall of Fame” shall be for an indefinite period of time. A perpetual plaque will be displayed with name plates to recognize the Honorees whose pictures may have to be removed due to limited space in the future. The City Council may at its discretion consider at any time the removal of the honor and return of the portrait to the sponsor.
COUNCIL AGENDA – DECEMBER 20, 2011

SUBJECT: AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN

SOURCE: ADMINISTRATIVE SERVICES/ HUMAN RESOURCES

COMMENT: Within the scope of the Meyers-Milias Brown Act, City representatives held several meetings with the Porterville City Firefighters Association (PCFA) to conclude labor negotiations for the 2009-2011 term. City representatives and PCFA have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents as are necessarily known to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the Council approve the attached draft resolution and authorize the City Manager to execute the modifications.

Attachment: Draft Resolution (MOU)
RESOLUTION NO. __________-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
AND HEALTH PLAN DOCUMENT

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of keeping provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, a written Memorandum of Understanding (MOU) has been executed with the Porterville City Firefighters Association (PCFA) for the period beginning July 1, 2009, to July 1, 2011, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville approve that the Employee Pay and Benefit Plan and Health Plan Document for employees holding positions represented by the aforementioned recognized employee organization is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Twenty-four (24) months. i.e., from July 1, 2009, until July 1, 2011.
II. ALTERNATIVE WORK SCHEDULE

At the discretion of the Department Head, the City agrees to allow some modifications to departmental work schedules for 40 hour work week employees, so long as the current level of service is delivered. This could be implemented on a trial basis, and may include 9-80 schedules or 4-10 schedules.

If at any time during the trial period of an alternative work schedule it becomes apparent that demonstrable impacts of the plan are not in the best interests of the City, or the safety and welfare of the residents thereof, or the health, safety and welfare of the employees assigned there to, and parties to this Memorandum of Understanding do hereby agree, at the request of either party, to meet and confer at the earliest time possible in an effort to reach concurrence for an equitable and reasonable resolution of any work schedule impacts demonstrably adverse to said interests of the City, the residents thereof, or the employees involved. Said adverse impacts may include, but are not limited to, problems associated with: declining productivity; staffing shortages; overtime costs; budget reductions; sick leave usage; accidents and injuries attributed to fatigue; significant increase in errors and/or accuracy; or applicable changes to State or Federal regulations affecting any operational premises upon which the alternative work schedule is based.

In the absence of equitable and reasonable solutions for the resolve of adverse impacts attributed to the alternative work schedule, or in the event the parties hereto fail to reach concurrence for the resolve of same within a reasonable period of time, then, and in that event, the City shall declare the trial period terminated and provide each employee involved in the alternate work schedule written notice of the effective termination date. Immediately upon termination of the alternate plan, work schedules will automatically revert to the previous scheduling.

III. OVERTIME/COMPENSATORY TIME

Effective 07-01-10, or as soon thereafter as possible, the Employee Pay and Benefit Plan, Section II, Overtime, shall be amended to wit:

Fire Series:

Fire Series employees may receive compensatory time at time and one-half in lieu of overtime pay. Compensatory time shall be recorded on the employee’s time sheet and accounted for through the payroll system. Compensatory time accrual may be accumulated at not more than a maximum of 168 hours at any given time for employees assigned to a 56-hour per week shift, and a maximum of 120 hours at any given time for employees assigned to an administrative staff position (40-hour week).
IV. EDUCATIONAL INCENTIVE

Effective 07-01-11, or as soon thereafter as possible, the Employee Pay and Benefit Plan, Section II, Educational Incentive, shall be amended as follows:

Fire Series employees will receive education incentives upon receiving each of the following degrees and/or certificates:

Associate’s Degree (with minimum of 21 units in Fire Science/Fire Technology): 5%
Bachelor’s Degree: 2%
Fire Officer Certificate: 2% (prior to being appointed to a position that requires this certificate)
Chief Fire Officer Certificate: 3%

Effective 07-01-10, or as soon thereafter as possible, the City agrees to amend the Administrative Policy, IV-B-2 Employee Training to wit:

Mutual Benefit Training: Training of generally equal benefits to the City and the employee, for course work applied toward a Bachelor’s or Master’s degree related to the employee’s present position or possible promotion within the City. City participation to consist of full reimbursement for tuition, registration costs, for any class(es) or course(s) to the equivalent of Fresno State University tuition (lecture course) for six (6) units or less per school semester (and two semesters per fiscal year), or equivalent quarter units, per employee. A semester will be calculated by the classes successfully completed between January to June (Spring) and July to December (Fall).

V. UNIFORM ALLOWANCE

Effective 07-01-10, or as soon thereafter as possible, the Employee Pay and Benefit Plan, Section III, Uniform and Safety Equipment Allowance, shall be amended as follows:

Sworn Fire Personnel: $830.00 annually

Uniform allowance will be paid to the employee annually on December 1 of each year by check issued separately from payroll, and the employee will be required to maintain his/her uniform. Uniforms will be issued to new employees, and they will not be entitled to the uniform allowance until after one year of service.

In an effort to establish consistency throughout all departments, the City has created a uniform committee to develop guidelines that meet the needs and safety requirements for all employees.

Effective 07-01-10, or as soon thereafter as possible, the Employee Pay and Benefit Plan, Section III, Uniform and Safety Equipment shall be amended to wit:
Polo Shirts:
Employees who are not required to wear a uniform, may purchase their own polo shirts and have the City pay to have the logo embroidered, or the employee may purchase an embroidered polo shirt from a contracted company. Both options shall not exceed $40.00 per person per fiscal year.

Effective 07-01-10, or as soon thereafter as possible, the City agrees to amend the Administrative Policy, IV-B-4 Use of Employee Uniforms to include polo shirts.

VI. BEREAVEMENT LEAVE

Effective 07-01-10, or as soon thereafter as possible, the Employees’ Pay and Benefit Plan, Section III., Sick Leave shall be amended as follows:

Sick leave may be applied to:

An absence of not more than forty (40) hours for employees other than Fire Shift personnel, and fifty-six (56) hours for Fire Shift personnel, for absence necessitated by the death or critical illness of a member of the employee’s immediate family. Immediate family includes: father, mother, brother, sister, spouse, child, child’s spouse, spouse’s mother and father, grandchildren, and grandparents of the employee. For purposes of this section, a critical illness is defined as illness of such severity that death is imminent or a physician has directed that someone be immediately available to assist the afflicted and/or monitor his/her condition. A “child” means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

VII. BILINGUAL PAY

The City acknowledges the benefit of bilingual compensation, and will implement a tiered plan for all employees, structured as follows:

Effective 07-01-10, or as soon thereafter as possible, the Employee Pay and Benefit Plan, Section II., Bilingual Differential shall be amended to wit:

Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Occasional translation compensation - $20.00 per month
- American Sign Language
- Hmong
- Spanish
- Tagalog

Frequent translation compensation - $40.00 per month
- American Sign Language
Upon passing the testing procedure administered by Human Resources, Department Heads will assign occasional or frequent translation compensation to the employee. Employees may receive Bilingual/Bi-literate certified compensation upon successfully passing an exam that tests their oral communication skills, reading and writing ability.

VIII. PREVENTATIVE CARE

Effective 11-01-10, the Employee Benefit Trust Fund, Eligible Medical Expenses shall be amended to include preventative care at a cost of an additional $5.00 per month paid by each employee with two or more dependent coverage.

Preventive Care includes:
- One annual physical exam for a Covered Person age 16 or over, including related lab tests and x-rays and necessary immunizations;
- One routine well-women exam annually, and related lab tests (e.g. Pap smear);
- Screening mammograms upon referral by a Physician;
- One routine prostate screening annually and related lab tests as prescribed by a Physician;
- Hepatitis, meningococcal and HPV vaccines;
- Well child periodic check-ups to age 16, including routine lab test and x-rays, necessary immunizations and booster shots, eye and ear screenings to determine the need for refractions or audiograms, tuberculin tests, and screenings for blood lead levels for Dependent children at risk for lead poisoning as determined and prescribed by a physician.
- Sports medical physicals for grades K-12.

IX. LIFE INSURANCE

Effective 07-01-10, or as soon thereafter as possible, the Employees’ Pay and Benefit Plan, Section III., A. Life Insurance shall be amended to reflect that the City shall provide $50,000 Life and A.D. & D. Insurance through the City of Porterville Self-Insured Plan.

X. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)

Effective 01-01-12, or as soon thereafter as is procedurally possible, the City shall implement a two-tiered retirement plan for all new employees hired on or after January 1, 2012. The plan formulas shall be as follows:
<table>
<thead>
<tr>
<th>Safety (Police &amp; Fire)</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees hired before January 1, 2012</td>
<td>3% @ 55</td>
</tr>
<tr>
<td>Employees hired on or after January 1, 2012</td>
<td>2% @ 50</td>
</tr>
</tbody>
</table>

Concurrent with the implementation of this two-tiered program, the City shall implement a supplemental retirement benefit program through ICMA, and/or any other similar program proposed by PCFA and approved by the City, for employees hired after January 1, 2012, who are covered by this bargaining unit. City shall match, from the first dollar contributed by an employee, all employee contributions to said supplemental retirement benefit program, on a tax year basis; provided that the City’s contribution on behalf of the employee to PERS plus the City’s contribution to the supplemental retirement benefit system shall not exceed twenty-five percent (25%) of employee’s gross salary, as calculated under PERS rules, in any tax year.

Employee’s right to vest, as to City’s contributions to the supplemental retirement benefit system, shall not accrue until and unless the employee has completed five (5) years of service with the City.

In exchange for this City matching contribution, employees hired after January 1, 2012, shall be required to have any amount of City contributions to PERS in excess of twenty-five percent (25%) in any tax year, be deducted from their salary and used by City as an offset against said excess contribution to PERS.

XI. VACATION DONATION

Effective 07-01-10, or as soon thereafter as possible, the Employees’ Pay and Benefit Plan, Section III., Vacation shall be amended as follows:

Use of Vacation Time:

Regardless of salary range, employees may voluntarily donate their accrued vacation time to other employees who are experiencing a catastrophic event and have exhausted all leave balances. In no circumstances shall the vacation leave of the employee who is donating the leave incur a negative balance, nor shall the leave balance fall below a sufficient number of hours (40) to cover unanticipated emergencies of the donator.

XII. PHYSICAL FITNESS INCENTIVE

The City realizes the importance of physical fitness as a part of its overall Wellness Program and therefore strongly encourages each employee to participate in a voluntary fitness incentive testing.
Said Fitness Incentive Testing shall take place on a quarterly basis, and will measure participant’s strength and endurance.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Cash Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympian</td>
<td>$150.00</td>
</tr>
<tr>
<td>Superior</td>
<td>$135.00</td>
</tr>
<tr>
<td>Excellent</td>
<td>$100.00</td>
</tr>
<tr>
<td>Good</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

The number of repetitions and time limits required to receive a cash incentive award varies depending upon your age and gender. (The Fitness Evaluation form is available in the Human Resources office and located on the City of Porterville’s Intranet.)

XIII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

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

PASSED, APPROVED, AND ADOPTED this _____ day of December, 2011.

______________________________
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By

Patrice Hildreth, Chief Deputy City Clerk
CITY COUNCIL AGENDA: December 20, 2011

TITLE: ADDENDUM NO. 1 EXTENDING CITY MANAGER EMPLOYMENT AGREEMENT

SOURCE: CITY ATTORNEY

COMMENT: Attached is a proposed Addendum extending the City Manager's Employment Agreement with the City to December 31, 2013.

Additionally, changes required by new legislation effective January 1, 2012, have also been included. These modifications relate to statutory limitations (AB 1344) on severance pay and various funds that might be expended for the City Manager's benefit in the event of a conviction of a crime involving abuse of office. These changes are required for contracts executed on or after January 1, 2012; however the City Manager has requested that these terms be included now. All other terms and conditions contained within the Employment Agreement that became effective on January 14, 2009, are proposed to remain in full force and effect. The term of the current Employment Agreement ends December 31, 2011.

RECOMMENDATION: That the City Council consider and approve the Addendum.

ATTACHMENTS: 1) Addendum No. 1 to Employment Agreement
                        2) Employment Agreement
ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND JOHN D. LOLLIS

This Addendum No. 1 is made a part of the Employment Agreement between the City of Porterville ("City") and John D. Lollis ("City Manager") entered into on September 2, 2008, and effective as of January 14, 2009.

1. The term of City Manager’s employment is hereby extended through December 31, 2013.

2. With regard to Section 3 of the Employment Agreement, and consistent with the provisions of AB 1344, which shall go into effect January 1, 2012, in the event of involuntary separation of the City Manager, he shall be entitled to receive the lesser of the following: a lump sum payment in the amount equal to 12 months salary, or equal to his monthly salary multiplied by the number of months left on the unexpired term of this Agreement or any further Addendums. Any cash settlement provided by the City related to termination of the City Manager shall be fully reimbursed to the City if City Manager is convicted of a crime involving an abuse or his office or position, as defined by AB 1344. To the extent the Agreement allows for paid leave salary pending any investigation, and/or the payment of a legal criminal defense of City Manager, any funds expended by the City for these purposes shall be fully reimbursed to the City if City Manager is convicted of a crime involving an abused of his office or position. Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence of any contractual requirement to do so.

3. All other terms as outlined in the Employment Agreement, executed on September 2, 2008, and not inconsistent with this Addendum, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 on December ____, 2011.

“CITY”                                                   “CITY MANAGER”

Ronald L. Irish                                          John D. Lollis
Mayor of the City of Porterville                          

ATTEST:

By: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney
EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND JOHN D. LOLLIS.

WHEREAS, the City of Porterville, hereafter referred to as "City," desires to hire JOHN D. LOLLIS, as its City Manager;

WHEREAS, JOHN D. LOLLIS, desires to be employed as the City Manager of the City of Porterville;

WHEREAS, it is the desire and intent of the parties to create an employment agreement;

WHEREAS, the City desires to employ the services of Mr. Lollis, as City Manager of the City as provided by Section 17 of the Charter of the City of Porterville, upon the retirement of the City's current City Manager, John R. Longley, as of January 14, 2009;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the City Manager; and

WHEREAS, it is the desire of the City Council to:

(1) Secure and retain the services of the City Manager and provide inducement for him to remain in such employment;

(2) To make possible full work productivity by assuring the City Manager's morale and peace of mind with respect to future security; and

(3) To provide a just means for terminating the City Manager's services at such time as he may be unable to discharge his duties or when the City may desire to otherwise terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to enter into this Employment Agreement, as follows:
Section 1. Compensation

Commencing January 14, 2009, and thereafter, City agrees to employ and pay the City Manager at the rate of the sum of $11,010.00 per month as compensation for the retention of the above mentioned services, and such compensation thereafter as the City Council may, from time to time, determine; provided that, at a minimum, after the first year of this Agreement, the City Manager shall receive an annual percentage increase equal to the average cost of living adjustment awarded to other city Department Directors for the preceding year; and provided further that City Manager may additionally request, on or about December 1 of each year (commencing on December 1, 2009), a performance based salary increase not to exceed five percent (5%) which the City Council may approve in whole or part within thirty (30) days of receipt of such request, after first conducting a written evaluation of City Manager’s work performance of the prior year. Said compensation shall be paid at the same times and in the same manner as other employees of the City are paid.

Section 2. Term of Service

The City Manager’s term of employment shall be through December 31, 2011. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, provided that such termination shall be subject to the provisions of Section 3 herein below. The City Manager may be removed by a four fifths (4/5) vote of the total City Council members. Before voluntarily resigning his position, the City Manager agrees to give the City Council at least three (3) months notice in writing of his intention to resign stating the reasons therefore. It is specifically noted and agreed that City Manager’s employment with the City is in an “at will” capacity and as such, he may be terminated at any time, with or without cause. Any termination of City Manager shall be made by giving him written notice thirty (30) days in advance. Upon receipt of such notice, City Manager shall have the right to request the reasons for such termination be specified in writing and shall further have the right, if he so requests, to address the City Council, in a closed session, regarding his termination. Any such written explanation of the reasons provided for termination
shall be a confidential communication between employer and employee and shall not be disclosed to third parties.

Section 3. Severance Pay

In the event of involuntary separation of the City Manager, he shall be entitled to receive a lump sum payment as and for severance pay in an amount equal to twelve (12) months salary. In addition to any such salary, the City Manager shall be paid any other amounts that would be due to a City employee upon termination of employment with the City. The City and the City Manager understand that in the event of involuntary separation, the City Manager desires to obtain a position with the City similar to the position he held prior to the effective date of this Agreement. In the event he applies for and is hired for such a position during the twelve-month period following his separation as City Manager, he agrees that he will reimburse the City for the balance of the lump sum paid representing the remainder, if any, of said twelve-month period.

Notwithstanding the above provisions of this Section, in the event the City Manager is terminated and a court of competent jurisdiction finds and determines that he is guilty of an illegal act involving moral turpitude or personal gain, then, in that event, the City shall have no obligation to pay the aggregate severance sum designated hereinabove in this Section.

Section 4. Dues, Travel and Conferences

The City hereby agrees to annually budget and allocate sufficient funds to pay for the dues and expenses of the City Manager's necessary travel and living while representing the City at the Annual International City/County Management Association Conference, the Annual League of California Cities Conference, conferences of the City Manager's Department of the League of California Cities and conferences or meetings of state committees or commissions upon which the Manager serves as a member, said membership on said committees or commissions being subject to the approval of the Council, and for such other official conferences, meetings and/or travel as are reasonably necessary for the City Manager to carry out his professional responsibilities as the appointed executive of the City.
Section 5. Regular Benefits
All provisions of the City Charter and Code and Rules and Regulations of the City relating to vacation, sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the City Manager as they would to other management employees of the City, in addition to any other benefits enumerated herein specifically for the benefit of the City Manager, except as otherwise provided in this Agreement.

Section 6. Supplemental Benefits
In addition to the regular benefit provided for in Section 5 herein above, the City Manager shall be entitled to the following supplemental benefits:

a. He shall be enrolled in the PERS retirement system and the City shall pay the employer’s required contribution and he shall pay the employee’s required contributions to said Program;

b. He shall be provided, at City expense, a cellular telephone; provided that he shall be available and accessible to City Council members by means of these communication devices seven (7) days a week, twenty four (24) hours a day, unless he has first otherwise notified the Council of his unavailability for an approved reason or basis;

c. The City Manager shall be entitled to receive an annual physical from the Sansom Institute, paid by the City.

d. The City Manager shall be entitled to receive a laptop computer for City use, provided a program is developed for the provision of such computers (with internet and e-mail capabilities and systems) to City Council Members and other appointed or designated officials, for City use. The costs for the laptops will be amortized over the remaining term of the official’s contract or the terms for the elected Council Members. If the official resigns, leaves or is otherwise removed from employment/office,
for any reason, and wishes to retain the laptop, he will be responsible for paying the balance owed for the remainder of his contract/term.

Section 7. General Expenses

The City recognizes that certain expenses of a non-personal job related nature will be incurred by the City Manager while on City business. Such expenses include, but are not limited to, meals with potential tenants, developers, representatives of businesses interested in locating in the City, or already located in the City, and other federal, state and local agency officials. City agrees to reimburse or to pay said general expenses and the Finance Director is hereby authorized to disperse such money upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Such receipts and supporting documentation shall be made available to the Mayor and City Council, and the City Council may designate one of its members or another individual to audit the City Manager’s expenses.

Section 8. Automobile Allowance

The City agrees to provide the City Manager with a vehicle allowance in the amount of $400.00 per month. This allowance shall not be considered part of City Manager’s salary for the purposes of PERS final compensation.

Section 9. Other Terms and Conditions of Employment

The parties shall, by amendment to this Agreement, fix such other terms and conditions of employment from time to time as may be determined relating to the performance of the City Manager of the City, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or City Charter.

Section 10. Annual Evaluation

The City Manager's performance and compensation shall be evaluated on an annual basis on or about the month of December by the City Council. Said evaluation process shall include written goals and objectives for the City Manager being set for the next year by the City Council.
Section 11. General Provisions

If a provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable, shall not be affected and shall remain in full force and effect.

DATED this 2nd day of September, 2008.

"CITY"

Cameron Hamilton
Mayor of the City of Porterville

"CITY MANAGER"

John D. Lollis

ATTEST

City Clerk and Clerk of the Council of the City of Porterville

APPROVED AS TO FORM:

Julia M. Lew
City Attorney
COUNCIL AGENDA: December 20, 2011

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration

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

Since its last review on December 7, 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 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 made application for almost $2 million in State Office of Emergency Services (OES) grant funds, which would provide financial assistance for mitigating repetitive flooding conditions. Considering the preliminary flood prevention measures previously presented to the Council, staff evaluated the grant application criteria, and made application for mitigation projects, specifically focusing on Downtown, Murry Park, and Zalud Park projects. Staff is pleased to report that its proposed grant-funded projects successfully passed initial screening, with staff having also attended several days of required training in preparation for administering the grant funds.

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

ATTACHMENT: None

Item No. 11
COUNCIL AGENDA: DECEMBER 20, 2011

PUBLIC HEARING

SUBJECT: LIBRARY FINES AND COLLECTION PROCEDURES

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Staff was informed by the collection agency utilized by the City that for the first time the agency was asked by the court to produce documentation verifying the library’s authority to levy and collect fines. The only document located was City Council Resolution No. 89-91 that adopted certain fees and charges for the City of Porterville.

Staff used this opportunity to review current practices and consulted other jurisdictions within the San Joaquin Valley Library System to initiate a best practice model. At their November 2011 meeting, the Library and Literacy Commission reviewed past practices and voted to endorse recommendations to modify fines and collection procedures to present for City Council’s consideration.

At this time, based on the available information, staff anticipates a fiscal impact of approximately +/- 10% of 2011/12 library revenue estimates.

RECOMMENDATION: That the City Council adopt a resolution of set library fines and collection procedures to become effective as early as January 3, 2012, but no later than June 30, 2012.

ATTACHMENTS: Resolution Adopting Library Fines and Collection Procedures Resolution No. 89-91 Table outlining current policy and proposed policy Library Revenue Impact

Director Appropriated/Funded City Manager ITEM NO.: 12
RESOLUTION NO. _____-2011

A RESOLUTION OF THE CITY COUNCIL

OF THE CITY OF PORTERVILLE

ADOPTING LIBRARY FEES AND COLLECTION POLICY

WHEREAS, Sections 2-112 and 14-2 of the City of Porterville Municipal Code authorizes the City Council of the City of Porterville to establish fees and service charges generally, and specifically allows the City Council to establish rules, regulations, fines and penalties concerning use of the City’s public library;

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Porterville establishes the following fees, charges, and collection procedures, to become effective ______________, 2012.

1. Fees:

.25 cents late fee charge for books, magazines, audio, and visual materials per day.

- Late materials fee assessment: maximum accrual of $2.00 per book, magazine, audio, and visual materials.

Lost material fee assessment on a depreciation scale: 100% if lost within the first year, 90% the second, 80% the third, 70% the fourth, 60% the fifth, and 50% thereafter.

.15 cents printing/copying fee per page (Public Computers/Microfilm)

$1.00 Faxing fee per page

$20.00 Academic test proctoring per session

$5.00 Obituary research fee

2. Borrowing Restrictions/Collection Procedures:

Borrowing privileges will be suspended at accumulation of $5.00 in fees owed, electronic resources suspended at $20.00 in fees owed, and accounts sent to collections when amount meets or exceeds $50.00 in fees owed.

3. This Resolution supersedes the late book charge established in Resolution No. 89-91.

APPROVED AND ADOPTED this 20th day of December 2011.

__________________________________________

Ronald L. Irish, Mayor

Attest:

John D. Lollis, City Clerk

__________________________________________

Patrice Hildreth, Chief Deputy City Clerk
RESOLUTION NO. 89-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING CERTAIN FEES AND CHARGES FOR THE CITY OF PORTERVILLE

BE IT HEREBY RESOLVED by the City Council of the City of Porterville that the hereto attached Fees and Charges for the City of Porterville are hereby adopted.

Dated this 16th day of July, 1991.

[Signature]

Boyd R. Leavitt, Mayor

ATTEST:

[Signature]

C. G. Huffaker, City Clerk

STATE OF CALIFORNIA) (SS
COUNTY OF TULARE )

I, C. G. Huffaker, the duly appointed City Clerk of the City of Porterville, do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted at an adjourned meeting of the Porterville City Council called and held on the 16th day of July, 1991.

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

AYES: COUNCILMEN: Lok, Nicholson, Gibbons, Gifford, Leavitt
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: None

[Signature]

C. G. Huffaker, City Clerk

Georgia Rawley, Deputy City Clerk
<table>
<thead>
<tr>
<th>Number</th>
<th>Title &amp; Description</th>
<th>Effective Date</th>
<th>Amount</th>
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<tr>
<td>S-67</td>
<td>DRUNK DRIVER ACCIDENT INVESTIGATION CHARGES</td>
<td>08/01/91</td>
<td>Time &amp; Materials</td>
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<tr>
<td></td>
<td>Charge to defray cost of an emergency response</td>
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<td>by all City departments where the incident is</td>
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<td>caused by a person driving under the influence</td>
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<td>of alcohol or any drug.</td>
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<td>S-109</td>
<td>OFFROAD VEHICLE PARK ENTRANCE FEES</td>
<td>08/01/91</td>
<td>$5 per entry vehicle</td>
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<td></td>
<td>Fee to defray cost of maintenance and</td>
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<td>replacement of buildings, landscaping and</td>
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<td></td>
<td>equipment.</td>
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<tr>
<td>S-110</td>
<td>ZALUD HOUSE AND GARDEN RENTAL FEE</td>
<td>08/01/91</td>
<td>$ .50</td>
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<tr>
<td></td>
<td>Admissions:</td>
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<td>$ 1.00</td>
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<td>Children (17 &amp; under)</td>
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<td>Adults</td>
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<td>Rental:</td>
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<td></td>
<td>Reservation Fee*</td>
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<td>$50.00</td>
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<td>Garden &amp; Rooms, per hour</td>
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<td>$50.00</td>
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<td>During time house is closed</td>
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<td>$15.00</td>
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<td>add per hour</td>
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<td></td>
<td>After Hours Tours</td>
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<td>$15.00</td>
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<td></td>
<td>Child Group Tours, per entrance</td>
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<td>$.25</td>
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<td>Fee to defray cost of building maintenance,</td>
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<td>operations, and reservations services.</td>
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<td>*Reservation Fee to be applied to rental fees,</td>
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<td>but is non-refundable for cancellations or &quot;no</td>
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<td>shows&quot;.</td>
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<td>S-119</td>
<td>HORSE ARENA RENTAL FEES</td>
<td>08/01/91</td>
<td>$10.00/use</td>
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<td></td>
<td>Without lights</td>
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<td>$15.00/use</td>
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<td>With lights</td>
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<td></td>
<td>Charge to defray cost of arena maintenance</td>
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<td></td>
<td>and replacement.</td>
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<td>S-120</td>
<td>LATE BOOK CHARGES (per day)</td>
<td>08/01/91</td>
<td>$.25</td>
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<td></td>
<td>Charge to defray cost of processing overdue</td>
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<td></td>
<td>books.</td>
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<td>S-128</td>
<td>METER READING ENFORCEMENT FEES</td>
<td>08/01/91</td>
<td>$60.00</td>
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<td></td>
<td>Fee to defray cost for emergency after-</td>
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<td>hours water shut-off to this cost center.</td>
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<td>No fee if its determined to be City's responsibility.</td>
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<tr>
<td>S-141</td>
<td>SEWER STOPPAGE INVESTIGATION</td>
<td>08/01/91</td>
<td>$60.00</td>
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<td>Fee to defray cost for emergency after-</td>
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<td>hours stoppage investigation to this</td>
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<td>cost center.</td>
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<td>No fee if its determined to be City's responsibility.</td>
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<td>S-154</td>
<td>REFUSE COLLECTION FEES</td>
<td>08/01/91</td>
<td>$35.50</td>
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<td>Fee to defray cost of installation of</td>
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<td>commercial refuse bin lock.</td>
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<td>S-159</td>
<td>TRANSIT FARE</td>
<td>08/01/91</td>
<td>$1.00</td>
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<td></td>
<td>Rider portion of revenue fee to defray</td>
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<td></td>
<td>maintenance and operation of City</td>
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<td></td>
<td>operated Local Transit (COLT) program.</td>
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<td>S-169</td>
<td>STREET BANNER FEES*</td>
<td>08/01/91</td>
<td>$97.00</td>
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<td></td>
<td>Fee to defray cost of City staff</td>
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<td>installing and taking down banner</td>
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<td></td>
<td>requested to be hung by public. All</td>
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<td>banners have a two week hang time, one</td>
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<td>or two banners.</td>
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<td>No charge for banners hung by non-City</td>
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<td>staff.</td>
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<td>Current Policy</td>
<td>Proposed Policy</td>
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<tr>
<td>Late fee 25 cents per book, magazine, or music CD per day</td>
<td>Remain the same</td>
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<tr>
<td>Late fee $1.00 per video per day</td>
<td>Change to 25 cents per day to match late fee for all other materials</td>
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<tr>
<td>Maximum accrual $2.00 per issue for magazines</td>
<td>Remain the same</td>
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<tr>
<td>Maximum fee accrual: 99% of the cost of item per book, music CD, and video</td>
<td>Change to $2.00 to match maximum accrual for magazines</td>
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<tr>
<td>Lost fee $2.00 per issue for magazines</td>
<td>Remain the same</td>
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<tr>
<td>Lost fee 100% the cost of item per book, music CD, and video</td>
<td>Lost fee on a depreciating scale; 100% if lost within the first year, 90% the second, 80% the third, 70% the fourth, 60% the fifth, and 50% thereafter</td>
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<tr>
<td>Lost processing fee $5.00 per item</td>
<td>Eliminate lost processing fee</td>
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<td>Faxing fees $1.00 per page</td>
<td>Remain the same</td>
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<td>Proctoring fee $20.00 donation</td>
<td>Remain the same</td>
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<td>Obituary research fee $5.00 donation</td>
<td>Remain the same</td>
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<tr>
<td>Sent to collection agency when amount meets or exceeds $20.00</td>
<td>Borrowing privileges suspended at $5.00, electronic resources suspended at $20.00, sent to collection agency when amount meets or exceeds $50.00</td>
<td></td>
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</tbody>
</table>
Library Revenue Impact

Porterville Public Library Revenues (Fiscal Year 2010/11)

Library Cards: $70.00
Donations: $301.80
Lost Books: $440.40
Paper Sales: $6,665.57
Fines: $32,427.13
Total: $39,904.90

Potential Fiscal Impact of Proposed Fees and Collection Procedure Policy Changes

The Library acknowledges that there is a potential loss of revenue. Losses may result from reducing late charges and maximum accruals, using a depreciating scale for lost materials, eliminating lost fees, and sending fewer accounts to a collection agency.

The Library recognizes that there is also a potential for an increase in revenue. Many patrons refuse to pay fines because they believe them to be unreasonably high. The proposed changes are considered to be “more reasonable.” As a result, it is expected that fewer patrons would refuse to pay fines. Additionally, other libraries have reported that when a patron’s access to electronic resources is restricted due to excessive fines, then the patron makes the required payment. More revenue may also be realized by settling accounts in-house where the City receives 100% of the payments, as opposed to sending accounts to the City’s contracted collection agency which receives 33% of the fines collected.

Non-Fiscal Impacts of Proposed Fees and Collection Procedure Policy Changes

The Library values non-fiscal benefits related to the proposed policy changes. Advantages to the community would stem from library and literacy materials and services, fair and equal access to information and knowledge, promotion of personal enrichment and lifelong learning, and quality service through positive patron connections (positive PR); all with minimal punitive fees, minimizing the financial burden associated with higher fees.

Staff estimates a potential fiscal impact to be +/- 10% of 2011/12 Estimated Library Revenues.*

*(There may be an unassociated impact from SmartPay, the San Joaquin Valley Library System’s vendor for online payments of fines and fees for library patrons. This service has been available since October 2011.)
SUBJECT: SECOND READING – ORDINANCE 1780, AMENDING THE OFFICIAL ZONING MAP (PERTAINING TO PARCELS DEPICTED ON EXHIBIT A-1)

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Ordinance No. 1780, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-1, was given first reading on December 7, 2011, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1780, waive further reading, and adopt said Ordinance.

Attachment: Ordinance No. 1780
ORDINANCE NO. 1780

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING THE OFFICIAL ZONING MAP

WHEREAS: On March 4, 2008, the City Council of the City of Porterville adopted a comprehensive General Plan Update and Land Use Diagram that included a vision, goals, policies and land use designations to guide development within the City of Porterville’s Planning Area through the year 2030; and

WHEREAS: On May 4, 2010, the City Council approved the Porterville Development Code, which includes the comprehensive Zoning Map that implements the General Plan and provides clear standards and specific locations where various types of future development may occur; and

WHEREAS: The Development Code is the key policy tool that implements the General Plan; and

WHEREAS: On October 25, 2011, the City Council held a study session to review revisions to the Zoning Map which are necessary to achieve greater consistency with the General Plan Land Use Diagram; and

WHEREAS: A public hearing was held before the City Council on December 7, 2011, pursuant to the requirements of the Planning and Zoning Law of the State of California and the Porterville Development Ordinance; and

WHEREAS: It has been determined that no further environmental review pursuant to the California Environmental Quality Act (CEQA) is necessary because this project is an implementation measure of the adopted General Plan. An addendum to the Porterville General Plan Final Environmental Impact Report was prepared when the Comprehensive Development Code was adopted in May 2010, and it was determined that the project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the California Environmental Quality Act Guidelines.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend the Official Zoning Map as adopted by Ordinance No. 1764 by changing the zoning shown on the parcels on the attached Exhibit A-1.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.
PASSED APPROVED AND ADOPTED this _____ day of _________, 2011.

---------------------------------------------------------------
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By ____________________________
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: SECOND READING – ORDINANCE 1781, AMENDING THE OFFICIAL ZONING MAP (PERTAINING TO PARCELS DEPICTED ON EXHIBIT A-2)

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Ordinance No. 1781, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-2, was given first reading on December 7, 2011, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1781, waive further reading, and adopt said Ordinance.

Attachment: Ordinance No. 1781
ORDINANCE NO. 1781

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING THE OFFICIAL ZONING MAP

WHEREAS: On March 4, 2008, the City Council of the City of Porterville adopted a comprehensive General Plan Update and Land Use Diagram that included a vision, goals, policies and land use designations to guide development within the City of Porterville’s Planning Area through the year 2030; and

WHEREAS: On May 4, 2010, the City Council approved the Porterville Development Code, which includes the comprehensive Zoning Map that implements the General Plan and provides clear standards and specific locations where various types of future development may occur; and

WHEREAS: The Development Code is the key policy tool that implements the General Plan; and

WHEREAS: On October 25, 2011, the City Council held a study session to review revisions to the Zoning Map which are necessary to achieve greater consistency with the General Plan Land Use Diagram; and

WHEREAS: A public hearing was held before the City Council on December 7, 2011, pursuant to the requirements of the Planning and Zoning Law of the State of California and the Porterville Development Ordinance; and

WHEREAS: It has been determined that no further environmental review pursuant to the California Environmental Quality Act (CEQA) is necessary because this project is an implementation measure of the adopted General Plan. An addendum to the Porterville General Plan Final Environmental Impact Report was prepared when the Comprehensive Development Code was adopted in May 2010, and it was determined that the project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the California Environmental Quality Act Guidelines.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend the Official Zoning Map as adopted by Ordinance No. 1764 by changing the zoning shown on the parcels on the attached Exhibit A-2.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.
PASSED APPROVED AND ADOPTED this ____ day of ________, 2011.

____________________________________
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By ________________________________
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: SECOND READING – ORDINANCE 1782, AMENDING THE OFFICIAL ZONING MAP (PERTAINING TO PARCELS DEPICTED ON EXHIBIT A-3)

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Ordinance No. 1782, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-3, was given first reading on December 7, 2011, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1782, waive further reading, and adopt said Ordinance.

Attachment: Ordinance No. 1782
ORDINANCE NO. 1782

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING THE OFFICIAL ZONING MAP

WHEREAS: On March 4, 2008, the City Council of the City of Porterville adopted a comprehensive General Plan Update and Land Use Diagram that included a vision, goals, policies and land use designations to guide development within the City of Porterville’s Planning Area through the year 2030; and

WHEREAS: On May 4, 2010, the City Council approved the Porterville Development Code, which includes the comprehensive Zoning Map that implements the General Plan and provides clear standards and specific locations where various types of future development may occur; and

WHEREAS: The Development Code is the key policy tool that implements the General Plan; and

WHEREAS: On October 25, 2011, the City Council held a study session to review revisions to the Zoning Map which are necessary to achieve greater consistency with the General Plan Land Use Diagram; and

WHEREAS: A public hearing was held before the City Council on December 7, 2011, pursuant to the requirements of the Planning and Zoning Law of the State of California and the Porterville Development Ordinance; and

WHEREAS: It has been determined that no further environmental review pursuant to the California Environmental Quality Act (CEQA) is necessary because this project is an implementation measure of the adopted General Plan. An addendum to the Porterville General Plan Final Environmental Impact Report was prepared when the Comprehensive Development Code was adopted in May 2010, and it was determined that the project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the California Environmental Quality Act Guidelines.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend the Official Zoning Map as adopted by Ordinance No. 1764 by changing the zoning shown on the parcels on the attached Exhibit A-3.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.
PASSED APPROVED AND ADOPTED this _____ day of __________, 2011.

Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By __________________________
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: SECOND READING – ORDINANCE 1783, AMENDING THE OFFICIAL ZONING MAP (PERTAINING TO PARCELS DEPICTED ON EXHIBIT A-4)

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Ordinance No. 1783, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-4, was given first reading on December 7, 2011, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1783, waive further reading, and adopt said Ordinance.

Attachment: Ordinance No. 1783
ORDINANCE NO. 1783

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING THE OFFICIAL ZONING MAP

WHEREAS: On March 4, 2008, the City Council of the City of Porterville adopted a comprehensive General Plan Update and Land Use Diagram that included a vision, goals, policies and land use designations to guide development within the City of Porterville’s Planning Area through the year 2030; and

WHEREAS: On May 4, 2010, the City Council approved the Porterville Development Code, which includes the comprehensive Zoning Map that implements the General Plan and provides clear standards and specific locations where various types of future development may occur; and

WHEREAS: The Development Code is the key policy tool that implements the General Plan; and

WHEREAS: On October 25, 2011, the City Council held a study session to review revisions to the Zoning Map which are necessary to achieve greater consistency with the General Plan Land Use Diagram; and

WHEREAS: A public hearing was held before the City Council on December 7, 2011, pursuant to the requirements of the Planning and Zoning Law of the State of California and the Porterville Development Ordinance; and

WHEREAS: It has been determined that no further environmental review pursuant to the California Environmental Quality Act (CEQA) is necessary because this project is an implementation measure of the adopted General Plan. An addendum to the Porterville General Plan Final Environmental Impact Report was prepared when the Comprehensive Development Code was adopted in May 2010, and it was determined that the project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the California Environmental Quality Act Guidelines.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend the Official Zoning Map as adopted by Ordinance No. 1764 by changing the zoning shown on the parcels on the attached Exhibit A-4.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.
PASSED APPROVED AND ADOPTED this ____ day of ________, 2011.

Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By __________________________
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: SECOND READING – ORDINANCE 1784, AMENDING THE OFFICIAL ZONING MAP (PERTAINING TO PARCELS DEPICTED ON EXHIBIT A-5)

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Ordinance No. 1784, An Ordinance of the City Council of the City of Porterville Amending the Official Zoning Map pertaining to parcels depicted on Exhibit A-5, was given first reading on December 7, 2011, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1784, waive further reading, and adopt said Ordinance.

Attachment: Ordinance No. 1784
ORDINANCE NO. 1784

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING THE OFFICIAL ZONING MAP

WHEREAS: On March 4, 2008, the City Council of the City of Porterville adopted a comprehensive General Plan Update and Land Use Diagram that included a vision, goals, policies and land use designations to guide development within the City of Porterville’s Planning Area through the year 2030; and

WHEREAS: On May 4, 2010, the City Council approved the Porterville Development Code, which includes the comprehensive Zoning Map that implements the General Plan and provides clear standards and specific locations where various types of future development may occur; and

WHEREAS: The Development Code is the key policy tool that implements the General Plan; and

WHEREAS: On October 25, 2011, the City Council held a study session to review revisions to the Zoning Map which are necessary to achieve greater consistency with the General Plan Land Use Diagram; and

WHEREAS: A public hearing was held before the City Council on December 7, 2011, pursuant to the requirements of the Planning and Zoning Law of the State of California and the Porterville Development Ordinance; and

WHEREAS: It has been determined that no further environmental review pursuant to the California Environmental Quality Act (CEQA) is necessary because this project is an implementation measure of the adopted General Plan. An addendum to the Porterville General Plan Final Environmental Impact Report was prepared when the Comprehensive Development Code was adopted in May 2010, and it was determined that the project does not contain changes and/or additional details that warrant a Subsequent or Supplemental EIR as described in Section 15162 and 15163 of the California Environmental Quality Act Guidelines.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend the Official Zoning Map as adopted by Ordinance No. 1764 by changing the zoning shown on the parcels on the attached Exhibit A-5.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.
PASSED APPROVED AND ADOPTED this ___ day of ________, 2011.

__________________________
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By _________________________
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: AUTHORIZATION OF A TEN-YEAR DEVELOPMENT FEE PAYMENT PLAN

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On November 15, 2011, the City Council considered staff's request to implement a ten-year Development Fee Payment Plan (Plan) to replace the existing five-year Business Incentive Zone, City-Wide Business, and Multi-Family Housing Plans. The Plan assists existing and new businesses by reducing the burden of initial start up costs by allowing payment of development fees over a period of time without interest or administrative fees. During the November 15, 2011 meeting, Council requested additional information regarding the impact of the additional time allowance for repayment of the fees.

The average amount of the thirty-five Plans executed since the programs inception in 1986 is approximately $62,622.80. This amount does not include those plans executed for housing projects. The largest Plan was $448,336.00 and the smallest Plan was $2,183.00. Only six (6) of the Plans have been executed for developers that are from outside the local area, with the remainder being with local developers, land owners or businesses.

Based on Council's request for additional information, staff reviewed the Plan at interest equal to the Local Agency Investment Fund (LAIF), 2%, and 3%, and utilized repayment periods of 5, 10, and 15 years. The 2% interest rate was based on the Small Business Revolving Loan program which charges interest at LAIF or 2%, whichever is greater. The 3% interest rate was based on the interest rate used for the Beverly Street Water Improvements.

Using the average of the loans to date, staff has prepared the following information per Council's request.

<table>
<thead>
<tr>
<th>$62,622.80 Development Fee Payment Plan – 5 Year Repayment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Payment w/o interest</td>
</tr>
<tr>
<td>$12,524.56</td>
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</tbody>
</table>

DD Appropriated/Funded
Acting

Item No. 18
### $62,622.80 Development Fee Payment Plan – 10 Year Repayment

<table>
<thead>
<tr>
<th>Annual Payment w/o interest</th>
<th>Annual Payment w/interest @ current LAIF rate (.401% as of Nov 2011)</th>
<th>Interest Earned @ LAIF (over 10 years)</th>
<th>Annual Payment w/interest @ 2%</th>
<th>Interest Earned @ 2% (over 10 years)</th>
<th>Annual Payment w/interest @ 3%</th>
<th>Interest Earned @ 3% (over 10 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,262.28</td>
<td>$6,401.22</td>
<td>$1,389.44</td>
<td>$6,971.58</td>
<td>$7,092.99</td>
<td>7,341.30</td>
<td>$10,790.23</td>
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</tbody>
</table>

### $62,622.80 Development Fee Payment Plan – 15 Year Repayment

<table>
<thead>
<tr>
<th>Annual Payment w/o interest</th>
<th>Annual Payment w/interest @ current LAIF rate (.401% as of Nov 2011)</th>
<th>Interest Earned @ LAIF (over 15 years)</th>
<th>Annual Payment w/interest @ 2%</th>
<th>Interest Earned @ 2% (over 15 years)</th>
<th>Annual Payment w/interest @ 3%</th>
<th>Interest Earned @ 3% (over 15 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,174.86</td>
<td>$4,310.03</td>
<td>$2,027.70</td>
<td>$4,873.65</td>
<td>$10,481.94</td>
<td>$5,245.70</td>
<td>$16,062.67</td>
</tr>
</tbody>
</table>

In 1991, the City approved a ten-year Plan for businesses located within the Porterville Enterprise Zone (PEZ). Three entities took advantage of the 10-year plan prior to the expiration of the PEZ.

It is important to note that in the Sequoia Valley Enterprise Zone application, the City has committed to the implementation of a 5-year, interest free Development Fee Payment Plan for businesses locating within the Enterprise Zone boundaries. The current program(s) accommodate this commitment. The term of repayment for impact fees could be increased, but the addition of interest is restricted as it reduces the local incentive commitment by the jurisdiction.

By combining the three existing Development Fee Payment Plan programs (Business Incentive Zone, City-Wide Business, and Affordable Housing), administration of the program becomes more streamlined. Per the Resolution, agreements will be signed by both the property owner and the Mayor. Agreements are standardized and administered at the staff level, alleviating the time consideration required for Council to review each agreement. Agreements are recorded on the property and the City’s position on the recordation is subordinate to the construction/commercial loan. Council’s comment during the November 15, 2011 meeting regarding the exclusion of the Plan’s availability for Home Occupancy business has been incorporated into the attached Resolution.
RECOMMENDATION: That the City Council adopt a resolution authorizing a no interest ten (10) year Development Fee Payment Plan for all commercial and industrial business and affordable housing developments within the City limits, with the exclusion of those businesses operating under a Home Occupancy Permit and rescinding Resolutions 107-1998, 84-2001, and 64-2002.

ATTACHMENTS:
1) Draft Resolution
2) November 15, 2011 Agenda Item
3) Sample Development Fee Payment Plan
RESOLUTION NO. ___________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE

WHEREAS: The City of Porterville aims to support development within the City limits and encourage entrepreneurs by removing obstacles and establishing a climate that fosters growth and the entrepreneurial spirit; and

WHEREAS: It has been determined that a reduction in the burden of initial development costs to new and expanding industries will assist in the establishment of these businesses; and

WHEREAS: It has been further determined that the reduction in the burden of initial development costs will assist in the establishment of multi-unit housing development for low and moderate income families; and

WHEREAS: Consolidation of the Business Incentive Zone, City-Wide Business, and Affordable Housing Development Payment Plans into a single Ten (10) Year Development Fee Payment Plan will further facilitate streamlined permitting; and

WHEREAS: The Development Fee Payment Plan will generate significant savings to expanding and newly locating businesses and establishment of additional multi-unit housing developments for low and moderate income families.

NOW THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby rescind Resolutions 107-1998, 87-2001, and 64-2002 and approve a Development Fee Payment Plan in accordance with the following:

a. All businesses, excluding those operating with a Home Occupancy Permit, within the City limits of Porterville shall be eligible to participate in the City’s Development Fee Payment Plan;

b. All multi-unit housing developments for low and moderate income families within the City limits of Porterville shall be eligible to participate in the City’s Development Fee Payment Plan;

c. Building permit, sewer, water, storm drainage, wastewater treatment facility, and transportation impact fees, as calculated by the City Engineering and Building staff, shall be eligible for payment under this plan;

d. Prior to the commencement of on-site construction there shall be on file with the City Finance Department an agreement signed by the owner of the property and the Mayor. This agreement shall set forth the payment
schedule in accordance with the fees determined by the City’s schedule of charges and fees in effect on the date of the signed agreement;

e. The Development Fee Payment Plan shall be recorded as a lien against the property being developed; and

f. The Development Fee Payment Plan shall allow the property owner to pay their development fees over a period up to ten (10) years without interest or administrative fees, with the first installment due at time of permit issuance and annual installments thereafter.

APPROVED AND ADOPTED this ___ day of December, 2011.

__________________________
Ronald L. Irish, Mayor

ATTEST:

__________________________
John D. Lollis, City Clerk
SUBJECT: AUTHORIZATION OF A TEN-YEAR DEVELOPMENT FEE PAYMENT PLAN

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: In 1986, as a part of the Porterville Enterprise Zone designation, City Council (Council) authorized the offering of a Development Fee Payment Plan for all businesses located within the Porterville Enterprise Zone. The Development Fee Payment Plan (Payment Plan) assists existing and new businesses by reducing the burden of initial start up costs by allowing businesses to pay their development fees over five (5) years without interest or administrative fees.

Since the original approval of the Payment Plan, Council has authorized the following Plans to extend the benefits to other businesses:

1988 – Business Incentive Zone Development Fee Payment Plan
2001 – City-wide Business Development Fee Payment Plan
2001 – Enterprise Zone Ten-Year Development Fee Payment Plan
(Note: this plan ended upon the sunset of the Porterville Enterprise Zone)
2002 – Affordable Housing Development Fee Payment Plan.

Since 1986, 35 Payment Plans have been executed for businesses to spread impact fees over a five or ten year period. This number does not include Affordable Housing Plans. Of the 35 Payment Plans executed, only two (2) are in default. It should be noted that the Plans are tied to real property and are recorded as a lien against the property.

In anticipation of the Sequoia Valley Enterprise Zone’s final designation, staff would like to initiate a ten (10) year Development Fee Payment Plan to spur development during these difficult economic times. Staff is also requesting that the ten (10) year Development Fee Payment Plan replace the Business Incentive Zone, City-Wide Business, and Multi-Family Housing Plans.

RECOMMENDATION: That the City Council:

1) Authorize a ten (10) year Development Fee Payment Plan for all commercial and industrial business and affordable housing plans within the City limits; and


ATTACHMENTS: Draft Resolution
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE
APPROVING A TEN (10) YEAR
DEVELOPMENT FEE PAYMENT PLAN

WHEREAS: The City of Porterville aims to support development within the City limits and encourage entrepreneurs by removing obstacles and establishing a climate that fosters growth and the entrepreneurial spirit; and

WHEREAS: It has been determined that a reduction in the burden of initial development costs to new and expanding industries will assist in the establishment of these businesses; and

WHEREAS: It has been further determined that the reduction in the burden of initial development costs will assist in the establishment of multi-unit housing development for low and moderate income families; and

WHEREAS: The Development Fee Payment Plan will generate significant savings to expanding and newly locating businesses and establishment of additional multi-unit housing developments for low and moderate income families.

NOW THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve a Development Fee Payment Plan in accordance with the following:

a. All businesses within the City limits of Porterville shall be eligible to participate in the City’s Development Fee Payment Plan;

b. All multi-unit housing developments for low and moderate income families within the City limits of Porterville shall be eligible to participate in the City’s Development Fee Payment Plan;

c. Building permit, sewer, water, storm drainage, wastewater treatment facility, and transportation impact fees, as calculated by the City Engineering and Building staff, shall be eligible for payment under this plan;

d. Prior to the commencement of on-site construction there shall be on file with the City Finance Department an agreement signed by the owner of the property and the Mayor. This agreement shall set forth the payment schedule in accordance with the fees determined by the City’s schedule of charges and fees in effect on the date of the signed agreement; and

e. The Development Fee Payment Plan shall be recorded as a lien against the property being developed; and
f. The Development Fee Payment Plan shall allow the property owner to pay their development fees over a period up to ten (10) years without interest or administrative fees, with the first installment due at time of permit issuance and annual installments thereafter.

APPROVED AND ADOPTED this ___ day of November, 2011.

__________________________
Ronald L. Irish, Mayor

ATTEST:

__________________________
John D. Lollis, City Clerk
DEVELOPMENT FEE PAYMENT PLAN AGREEMENT NO. __________

Pursuant to Resolution No. __________ of the City of Porterville, __________, owner of real property located at ___________________________ Porterville, Tulare County, California, legally described as:

See Attachment

agrees to pay the City of Porterville the amount of $_________ at the rate of $_________ for the first payment, and nine payments of $_________. The first of said payments shall be due, on or about the ____ day of __________, and subsequent payment shall be made on the ____ day of __________ of each year thereafter until the principal has been paid in full. The principal sum due is building permit fees, water and sewer fees, storm drain fees, transportation impact fees, seismic tax, and service initiation for the property located at ___________________________. School Impact Fees are not included in this agreement and must be paid for separately and prior to permits being issued.

As part of the building permit process, the City will estimate your water use and calculate impact fees. Water use will be monitored for one year to determine actual average daily use and fees at which time water, sewer, and wastewater fees will be recalculated based upon actual usage. An increase in actual water usage will result in a request for payment for additional fees. In the event the actual water usage is less than the estimate, an adjustment will be made to this agreement.

In the event the undersigned sells or otherwise transfer said real property, the unpaid balance of said principal shall immediately become due and payable in full, and if not so paid, said sum shall become a lien on said real property and said lien shall attach as of the date of this agreement.

In the event any installment of principal is delinquent for a period in excess of ninety (90) days, late charges shall be applied to the unpaid installment in accordance with City policy and the unpaid balance shall become a lien on said real property. Should the installment remain unpaid for an additional 90 days, City utility services shall be disconnected.

Any lien herein created may be added to the tax bill for the unpaid balance of principal and shall become a lien on said real property and may be collected in the manner real property taxes are collected by the City of Porterville. In the event said sum is not paid at the time said taxes are due, it may be collected in the same manner as delinquent taxes and said real property may be sold to
satisfy said lien in the same manner that real property is sold to satisfy delinquent taxes.

If any action is brought to enforce payment of the above obligation, the prevailing party shall be entitled to all costs, including reasonable attorney fees.

Dated this ______ day of ______________________

Signed

Owner

________________________
Title

APPROVED AS TO FORM: FOR THE CITY OF PORTERVILLE:

________________________
City Attorney

________________________, Mayor

________________________, City Clerk