Call to Order
Roll Call

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

CITY COUNCIL CLOSED SESSION:
A. Closed Session Pursuant to:
   4- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case concerning facts not yet known to potential Plaintiff.
   5- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.

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

Pledge of Allegiance Led by Council Member Greg Shelton
Invocation

AB 1234 REPORTS
This is the time for all AB 1234 reports required pursuant to Government Code § 53232.3.

1. Council of Cities
2. Consolidated Waste Management Authority (CWMA)
3. Indian Gaming Local Community Benefit Committee
4. Tulare County Economic Development Corporation
5. Business Incentive Zone

REPORTS
This is the time for all committee/commission/board reports; subcommittee reports; and staff informational items.
I. City Commission and Committee Meetings:
   1. Parks & Leisure Services Commission
   2. Transactions and Use Tax (Measure H) Oversight Committee

II. Staff Informational Items:
   1. Street Performance Measure – 4th Quarter Report
      Re: Informational report regarding progress made on street reconstruction, overlay, micro-overlay and pothole report efforts for the 4th quarter of Fiscal Year 2011/2012.
   2. Code Enforcement Quarterly Update
   3. Attendance Report for City Commissions and Committees
      Re: Informational attendance reports for the 4th Quarter of Fiscal Year 2011/2012.
   4. Car Wash Permits/Approvals
   5. Update on Status of Transit Grant Applications
      Re: Informational report regarding Phase

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 July 31, 2012

2. Authorization to Advertise for Bids – Digester Transfer Line Project
   Re: Considering approval of staff’s plans and project manual for the project consisting of the removal of portions of the existing transfer lines and plugs at the Waste Water Treatment Facility and the installation of new lines and plugs.

3. Authorization to Advertise for Bids – Mill Street Sewer Project
   Re: Considering approval of staff’s plans and project manual for the project which will divert the sewer flow from an existing 8” sewer main in the vicinity of Mill Street and Fourth Street.

4. Award of Contract – Newcomb Street & Beverly Street Shoulder Stabilization Project
   Re: Considering awarding contract to Central Valley Asphalt in the amount of $728,347.36, and authorizing a 10% contingency to cover unforeseen construction costs and $57,180.62 for construction management, quality control and inspection.

5. Award of Contract – Olive Avenue Courthouse Bus Turnout
   Re: Considering awarding contract to Halopoff & Sons in the amount of $30,752.30, and authorizing a 10% contingency to cover unforeseen construction costs and $7,000 for construction management, quality control and inspection.
6. **Award of Contract – Rails to Trails Class I Trail Extension Project (CMAQ Portion) (Olive Avenue to Heritage Center)**
   Re: Considering awarding contract to Halopoff & Sons in the amount of $75,195.10, and authorizing a 10% contingency to cover unforeseen construction costs and $11,000 for construction management, quality control and inspection.

7. **Award Contract – Triple Combination Pumper**
   Re: Considering awarding contract to Fire Trucks of Meridian, Indiana, in the amount of $375,258.37; and authorizing pre-payment of the chassis and project payments as required upon satisfactory build-out of the equipment.

8. **Award Airport Dry Farm Lease**
   Considering approval of a five-year lease agreement between the City of Porterville and Justin Nuckols Farming of Porterville for dry farming based on approximately 339.76 farmable acres, as well as weed abatement services of approximately 57.36 acres, in the vicinity of the Porterville Municipal Airport.

9. **Approval of Measure ‘R’ Supplemental Agreement – Design Efforts for Various Parks and Leisure Services Department Projects**
   Re: Considering approval of a draft resolution affirming the City Council’s support of the Tule River Parkway Projects and the Veteran’s Park Trailway Improvement Project.

10. **Program Supplement to the Local Agency-State Master Agreement – Newcomb Street and Beverly Street Shoulder Stabilization Project**
    Re: Considering approval of a draft resolution approving Project Supplement Agreement No. 042-N for road construction, curbs, gutters, sidewalks and drainage facilities.

11. **Support to Amend the Final 2006 ½ Cent Transportation Sales Tax Measure Expenditure Plan**
    Re: Considering approval of draft resolution affirming the City Council’s support to amend the 2006 Measure R Expenditure Plan relative to the Regional Potential Projects List to change the limits of SR 190 to reflect a route limit from SR 99 to Road 284 in Phase I and 2, and change the interchange locations in Phase 2 to “City of Porterville State Route Interchanges.”

12. **Authorization to Send Two (2) Transit Employees to GFI Genfare Farebox Training**
    Re: Considering authorization of travel expenses for one transit employee and one maintenance employee for a 3-day training class on the GFI electronic fareboxes in Chicago, IL at an estimated cost of $1,000 per employee.

13. **Authorization to Enter Into a Memorandum of Understanding for Transit Service to the Tule River Indian Reservation**
    Re: Considering approval of a MOU for the purpose of expanding transit service to the Porterville Industrial Park (Route 9) and the Tule River Reservation (Route 10).

14. **2011 Safer Grant (Staffing for Adequate Fire and Emergency Response)**
    Re: Authorizing the acceptance of a $138,700 federal grant with no required matching funds for expansion of the City’s Reserve Firefighter Program.

15. **License Agreement Between the City of Porterville and Donald’s Children’s Amusement for the Operation of a Trackless Train**
16. **Renewal of Personnel Examining Services Agreement Between City of Porterville and Cooperative Personnel Services**
Re: Considering approval of a draft resolution authorizing the contract renewal, consisting of the same terms and conditions, with CPS for the provision of personnel testing materials utilized in the recruitment and hiring process.

17. **Preliminary Interim Financial Status Reports**
Re: Considering acceptance of the preliminary interim financial status reports for the 4th fiscal quarter ended June 30, 2012, pursuant to Council Minute Order 10-011607.

18. **Quarterly Portfolio Summary**
Re: An informational report in compliance with Government Code Sec. 27000 et. seq., Sec. 53600 et. seq., and the City’s Statement of Investment Policy for 4th Quarter of Fiscal Year 2011/2012.

19. **Approval for Community Civic Event – American Cancer Society – Bark for Life – August 11, 2012**
Re: Considering approval of an event to take place at the Centennial Plaza on Saturday, August 11, 2012, from 9:00 a.m. to 1:00 p.m.

Re: Considering approval of an event to take place at Veteran’s Park on Friday, October 5, 2012, through Sunday, October 7, 2012.

21. **Appointment of Members to the Arts Commission**
Re: Considering the appointment of four individuals to the Arts Commission for a one year term.

22. **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.

23. **Council Member Requested Agenda Item – Request for the City Council to Consider the Drafting and Adoption of a Resolution of Support for CEQA Reforms**
Re: Considering a request to approve the drafting and consideration of a Resolution of Support for reforms of the California Environmental Quality Act.

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

**PUBLIC HEARINGS**

24. **Proposed Ordinance Amendment to the Municipal Code Pertaining to Card Tables**
Re: Consideration of an ordinance amending the regulations for card tables to allow an increase in the maximum number of card tables allowed in a card room from three to five tables.

25. **Conditional Use Permit 2012-007 to Allow for a 60 Ft. High Communications Tower at 1809 South Newcomb Street for Southern California Gas Company**
Re: Considering adoption of a resolution approving Conditional Use Permit 2012-007.
SECOND READINGS
26. Ordinance 1790, Zone Change from Various Zones to RM-3 (High Density Residential) for Multiple Areas throughout the City
   Re: Second Reading of Ordinance 1790 approving Zone Change of Various Zones to RM-3 (High Density Residential) for Multiple Areas throughout the City, which was given first reading on July 17, 2012.

SCHEDULED MATTERS
27. Ratification of Fiscal Year 2012-2013 Budget
   Re: Consideration of the ratification of the adopted 2012-2013 Fiscal Year Budget.

28. Consideration of Appointment to the Parks & Leisure Services Commission
   Re: Consideration of the appointment of an individual to fill a vacancy with a term scheduled to expire in October 2013.

29. Environmental Review of the Jaye Street Bridge Widening Project
   Re: Consideration of a draft resolution approving the Mitigated Negative Declaration for the project consisting of the rehabilitation or replacement of the existing Jaye Street Bridge to widen to four lanes over the Tule River and reconstruction of the street approaches.

30. Consideration of Memorandum of Understanding Between County of Tulare and Tulare County Council of Cities Regarding County General Plan Update
   Re: Consideration of the Memorandum of Understanding between the County of Tulare and the City of Dinuba, and proposed amendments to the agreement.

31. Approval of Amendment Two to the Tulare County Association of Governments Joint Powers Agreement
   Re: Consideration of amendments to the Tulare County Association of Governments JPA relative to the implementation and management of the County’s Transportation Impact Fee Program, participation in the Central California Railroad Authority

32. Designation of Voting Delegate and Alternates for League of California Cities 2012 Annual Conference
   Re: Consideration of the appointment of one City Council Member to serve as a voting delegate, and two City Council Members to serve as alternate voting delegates at the League of California Cities’ Annual Conference in San Diego on September 5 – 7, 2012.

33. Consideration of City Council’s Procedural Handbook
   Re: Consideration of the City Council’s Procedural Handbook for ratification or potential amendments.

Adjourn to a meeting of the Successor Agency to the Porterville Redevelopment Agency.
Roll Call: Agency Members/Chairman

WRITTEN COMMUNICATIONS

ORAL COMMUNICATIONS

SCHEDULED MATTERS

SA-01. Successor Agency Review and Approval of Proposed Administrative Budget
Re: Consideration of a resolution approving the proposed Administrative Budget for the period of January 1, 2013, through June 30, 2013,

SA-02. Review and Approval of Draft Recognized Obligation Payment Schedule (ROPS)
Re: Consideration of a resolution approving the Third ROPS for the period of January 1, 2013, through June 30, 2013, and authorizing submittal of the Third ROPS to the Oversight Board.

Adjourn the Successor Agency Meeting to a Meeting of the Porterville City Council.

ORAL COMMUNICATIONS

OTHER MATTERS

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

ADJOURNMENT - to the meeting of August 21, 2012.

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.
SUBJECT: STREET PERFORMANCE MEASURE – 4th QUARTER REPORT

SOURCE: Public Works Department - Engineering Division

COMMENT: The purpose of this staff report is to provide Council with an update on the progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the 4th quarter in FY 2011/2012.

The W. North Grand Avenue Reconstruction Project was anticipated to begin in the 4th quarter, but permitting issues with Caltrans will push the project into the 1st Quarter of FY 2012/2013.

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

RECOMMENDATION: Information Only

ATTACHMENT:
- 4th Quarter Street Performance Chart
- 3rd Quarter Street Performance Chart

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SUBJECT: CODE ENFORCEMENT UPDATE

SOURCE: FIRE DEPARTMENT

COMMENT: FOR INFORMATION ONLY

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

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

(See attached Code Enforcement Stats for April 1 – June 30, 2012)

Attachment 1: Code Enforcement Stats for April 1 – June 30, 2012
Attachment 2: Code Enforcement Exploded Pie Graph
Attachment 3: Code Enforcement Stats Explanation
CODE ENFORCEMENT STATS FROM 4-1-2012 TO 6-30-2012

**General Complaints**

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<tr>
<th>Category</th>
<th>Count</th>
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<td>Contacts and follow ups</td>
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<td>Complaints received</td>
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<tr>
<td>Notice of Violation issued</td>
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<td>Administrative Citations issued</td>
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**Weed Abatement**

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<td>Weed Abatement Properties Reveiwed</td>
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**Business License**

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<td>Permit checks</td>
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**Building Permits**

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<tr>
<td>Permit Checks</td>
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CODE ENFORCEMENT STATS FROM 4-1-2011 TO 6-30-2011

- Contacts and follow ups: 693
- Complaints received: 87
- Notice of Violation issued: 5
- Administrative Citations issued: 10
- Weed Abatement Hours: 72
- Weed Abatement Properties Reviewed: 454
- Business License checks: 44
- Business Permit checks: 11
- Building Permit checks: 11
CODE ENFORCEMENT STATS FROM 4-1-2012 TO 6-30-2012

To add some clarity to the code enforcement stats, the number of 693 daily contacts reflects our contacts with the citizens of Porterville. Our contacts range from a single contact providing information to the public for a particular violation, to multiple contacts when following up and working with violators who are hesitant to comply.

Code Enforcement issued 10 Administrative Citations during the quarter in question for violations of the Municipal Code. Five were issued for building permit violations, one for business license violation, one for posting of signs, one for continuous yard sales, one for connection to city water and one for tampering with a fire alarm system.

Of the five Notice of Violations that were issued, one was issued for failure to obtain a charitable carwash permit, two were issued for solid waste accumulations, and the remaining two were issued for building permit violations.

During this period Code Enforcement was able to check 44 business licenses and 11 building permits.
INFORMATIONAL REPORT

SUBJECT: ATTENDANCE REPORT FOR CITY COMMISSIONS AND COMMITTEES – 4TH QUARTER REPORT

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: At the Council’s request, staff is herein providing for informational purposes the attendance records as of the Fourth Quarter FY 2011/2012 for the following City Commissions and Committees:

➢ Parks & Leisure Services Commission;
➢ Library and Literacy Commission;
➢ Transactions and Use Tax Oversight Committee (TUTOC);
➢ CDBG Advisory and Housing Opportunity Committee; and

RECOMMENDATION: Informational report only.

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

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* Lack of quorum. Informational discussion only.

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

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

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7 7 6 5 7 7 8 6 7 8 8 7

P = Present; E = Excused Absence; A = Absent; T = Tardy
LIBRARY & LITERACY COMMISSION - Attendance Record
P = Present; A = Absent; E = Excused absence; T = Tardy

As of: June 30, 2012

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*Special session called by the Chair.
**No meeting due to lack of a quorum.
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*This Committee meets on an annual basis in March.*
COUNCIL AGENDA: August 7, 2012

SUBJECT: REPORT ON CHARITABLE CAR WASHES

SOURCE: Finance Department

COMMENT: In accordance with City Council direction, staff is providing an updated report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes at any commercial property per calendar year and up to four car washes by a charitable organization in a calendar year. For the period January 1 to June 30, 2012, the following car washes occurred within the City.

<table>
<thead>
<tr>
<th>Event Date</th>
<th>Name of Organization</th>
<th>Location of Car Wash</th>
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</thead>
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<tr>
<td>February 4, 2012</td>
<td>Victory Outreach Porterville</td>
<td>Victory Outreach - 129 N 'D' St</td>
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<tr>
<td>March 24, 2012</td>
<td>Heritage Family Fellowship</td>
<td>Pizza Hut – 393 W Olive Ave</td>
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<tr>
<td>April 7, 2012</td>
<td>La Mision De Jesus</td>
<td>Express Mart &amp; Gas – 1060 E Olive Ave</td>
</tr>
<tr>
<td>April 7, 2012</td>
<td>PAAR Center</td>
<td>First Southern Baptist Church – 1641 W Henderson</td>
</tr>
<tr>
<td>April 7, 2012</td>
<td>Palabra de Victoria Church</td>
<td>O'Reilly Auto Parts – 1236 W Olive Ave</td>
</tr>
<tr>
<td>April 15, 2012</td>
<td>Porterville Youth Soccer League</td>
<td>Roscoe's Discount Tires – 921 W Olive Ave</td>
</tr>
<tr>
<td>April 25, 2012</td>
<td>Iglesia Del Pacto Evangelica</td>
<td>BMK Automotive – 300 W Henderson Ave</td>
</tr>
<tr>
<td>April 29, 2012</td>
<td>Porterville Youth Soccer League</td>
<td>El Gallito Market – 283 W Olive Ave</td>
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<td>May 5, 2012</td>
<td>PAAR Center</td>
<td>New Life Center – 2012 W Morton Ave</td>
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<td>May 6, 2012</td>
<td>Porterville Youth Soccer League</td>
<td>Youngs Trucking – Beverly St &amp; Olive Ave</td>
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<tr>
<td>May 12, 2012</td>
<td>Free Will Baptist Church</td>
<td>O'Reilly Auto Parts – 1236 W Olive Ave</td>
</tr>
<tr>
<td>May 12, 2012</td>
<td>Porterville High School ASB</td>
<td>PHS – 465 W Olive Ave</td>
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<tr>
<td>May 12, 2012</td>
<td>Rising Stars Basketball</td>
<td>Roscoe’s Discount Tires – 921 W Olive Ave</td>
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<td>First Missionary Baptist Church</td>
<td>First Missionary Baptist Church - 165 E Putnam</td>
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<td>May 20, 2012</td>
<td>Porterville US Soccer League</td>
<td>Quizno’s - 1280 W Henderson Ave</td>
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<td>May 24, 2012</td>
<td>Doyle Colony Fire Department</td>
<td>Auto Zone – 1245 W Henderson Ave</td>
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<tr>
<td>June 2, 2012</td>
<td>La Mision De Jesus</td>
<td>La Mision De Jesus – 765 W Henderson Ave</td>
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<tr>
<td>June 8, 2012</td>
<td>The River Church</td>
<td>The River Church - 2440 W Henderson Ave</td>
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D.D. Appropriated/Funded: C.M.  Report No. II-4
<table>
<thead>
<tr>
<th>Event Date</th>
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<td>Porterville Lanes – 952 W Grand Ave</td>
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<td>Ministerio Palabra Viva</td>
<td>O'Reilly Auto Parts – 1236 W Olive Ave</td>
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<td>June 16, 2012</td>
<td>Centro Familiar Cosecha Abundante</td>
<td>El Gallito Market – 283 W Olive Ave</td>
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<td>Comision Honorifica</td>
<td>The Seafood Café – 1091 W Olive Ave</td>
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<td>Mexicana-Americana, Inc</td>
<td>GHHS – 1701 E Putnam Ave</td>
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<td>June 23, 2012</td>
<td>GHHS Cheerleaders</td>
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<tr>
<td>June 30, 2012</td>
<td>First Assembly of God of Terra Bella</td>
<td>CVS Pharmacy – 53 E Olive Ave</td>
</tr>
</tbody>
</table>

RECOMMENDATION: For information only.
SUBJECT:       UPDATE ON STATUS OF TRANSIT GRANT APPLICATIONS

SOURCE:       Public Works Department - Transit

COMMENT:      Staff is pleased to report that the City of Porterville has been awarded a Bus Livability Grant under the Federal Transit Administration (FTA) Section 5309 Program.

Staff had applied for the grants to expand the CNG fueling facility, construct a new maintenance facility, and install various Intelligent Transportation Systems for the growing transit system. The City of Porterville was awarded $1,135,228 in discretionary funds to expand the CNG facility and to provide various improvements to its transit system.

Staff is working to finalize construction and engineering designs and will either finalize those documents in-house or contract them out depending on the funding guidelines provided by the FTA. Construction and engineering designs are approximately 75 percent complete. After Council approval, Staff anticipates that construction could start as early as the end of the 2012/2013 fiscal year.

Staff is pleased to report that the City is one of only three transit agencies in Central California to be awarded a Bus Livability grant this year. The other transit agencies awarded are Fresno Area Express and CalVans.

The Bus Livability Grant is 80 percent ($908,180) federally funded with 20 percent ($227,048) funded by Measure R Alternative funds.

RECOMMENDATION: For information only.

P:\pub\works\General\Council\Transit - Update on Status of Transit Grants Report - 2012-08-07.doc

Dir Dr Appropriated/Funded CM Report No. 115
Call to Order at 5:35 p.m.
Roll Call: Council Member Ward, Council Member Shelton, Council Member Hamilton, Vice Mayor McCracken, Mayor Gurrola

ORAL COMMUNICATIONS
None

CITY COUNCIL CLOSED SESSION:
A. Closed Session Pursuant to:
   1- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

6:00 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported that no reportable action took place in Closed Session.

Pledge of Allegiance Led by Mayor Virginia R. Gurrola
Invocation – none.

ORAL COMMUNICATIONS
None

PUBLIC HEARING
1. COMPREHENSIVE TEXT AMENDMENT TO THE PORTERVILLE MUNICIPAL CODE PERTAINING TO CHAPTER 21, DEVELOPMENT ORDINANCE

Recommendation: That the City Council:
   1. Approve the proposed amendments to the Development Ordinance and give first reading to the draft ordinance; and
   2. Waive further reading and order the Ordinance to print.

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

Following presentation of the staff report Mr. Dunlap lauded the efforts of the Technical Advisory Committee members, and noted that some members were present at the meeting. He added that an e-mail had been received from Mr. Dennis Townsend, which read as follows:

I am very pleased City staff has chosen to include architects, engineers and developers in the review process for the new ordinance. I believe it has helped hone the ordinance into a more user friendly and community specific document. Although there is still work to do, we are confident the City will continue to access the professional and development community for input and critique on the remaining sections and updates to the adopted portions as they
develop over the years. Thanks, Dennis.

The public hearing was opened at 6:34 p.m.

- Bob Keenan, President and CEO of the Tulare-Kings Counties Homebuilders Association, credited staff for initiating changes to streamline the process, and commented on work to be done relative to the open space requirements.

- Jim Winton, 1150 W. Morton, thanked staff for being accommodating while addressing concerns raised by committee members, and echoed comments of Mr. Keenan regarding work still to be done.

- Jason Moyes, Smee Builders, indicated that he agreed with comments made by Mr. Keenan and Mr. Winton, and thanked staff for working with developers to clarify the ordinance.

Vice Mayor McCracken made a motion to approve staff’s recommendation, which was seconded by Council Member Hamilton.

A discussion ensued about the open space requirements for small lot development, 201.04(c)(3). Vice Mayor McCracken and Council Member Hamilton spoke in favor of a discretionary approach. Mr. Dunlap indicated that staff had been working on language to address the concerns raised by the professionals with regard to the open space requirement, and provided the proposed language to the Council. It read as follows:

(3) **Open Space.** A minimum total open space area (including, but not limited to private yards, porches, balconies, and patios) of three hundred (300) square feet shall be provided on each lot. Also required are common open-space areas of two hundred (200) square feet per lot that provide usable and accessible open space for the recreation and outdoor enjoyment of the development’s residents and their guests. To qualify as common open space, the area(s) shall be centrally located, have a minimum usable width of twenty-five (25) feet, and be at least fifty (50) percent open to the sky and the common open space is not located on the lot served, but serves multiple lots. The requirement for common open space may be waived by the City Council subject to the following conditions:

a. The design accommodates five hundred (500) square feet of private open space on each individual lot,

b. The minimum dimension of the private open space is ten (10) feet, and

c. The subdivision is located within 1/4 mile of a park, school, or other available open space.

Council and staff then explored procedural options for amendments to the ordinance.

**COUNCIL ACTION:** MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the City Council amend 201.04(c)(3) as proposed by staff. The motion carried unanimously.
Council Member Shelton inquired about the time needed for additional “tweaking”, and questioned the grouping of series for approval. Staff indicated that approval of the proposed series was being recommended in order to begin implementation of those series which have been reviewed and approved by the committee.

The Council took a ten minute recess at 7:01 p.m.

Council Member Shelton inquired about the absence of Government Offices in Downtown Mixed Use due to proximity to the new courthouse, and spoke in favor of their addition. Council Members Hamilton and Ward expressed concern with the potential loss of sales and property tax revenues which could result from the addition; and spoke in favor of increased retail.

At the request of Council Member Shelton, staff provided clarification regarding the Minimum Area per Dwelling Unit of 1,000 for RM-3 on Page 27, 201.03 Development Regulations, and variances.

COUNCIL ACTION: MOVED Council Member Shelton, SECONDED by Vice Mayor McCracken that the City Council approve the addition of Government Offices to the Downtown Mixed-Use district.

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

COUNCIL ACTION: Ordinance 1791 MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the City Council adopt the draft ordinance, as amended, give first reading to the ordinance, waive further reading and order the Ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE PORTERVILLE MUNICIPAL CODE PERTAINING TO CHAPTER 21, DEVELOPMENT ORDINANCE – SERIES 100, 200, 600 AND 700 OF CHAPTER 21 OF THE MUNICIPAL CODE. The motion carried unanimously.

The City Manager read the Ordinance by title only.

Disposition: Approved, as amended.

The public hearing closed at 6:39 p.m.

ORAL COMMUNICATIONS
None

OTHER MATTERS
- Council Member Hamilton welcomed back Julie Phillips to the City of Porterville.
- Community Development Director Dunlap then formally introduced Julie Phillips who had recently been hired as City Planner.
• Council Member Ward reported that he had received two complimentary tickets to Freedom Fest, and had used one.
• Mayor Gurrola reported that she too had received two complimentary tickets but had not used them.
• Vice Mayor McCracken reported that he had presented the Day of the Cowboy proclamation at the event honoring the occasion and spoke of the turnout.

The Council reconvened in Closed Session

ADJOURNMENT
The Council adjourned at 7:32 p.m. to the meeting of August 7, 2012.

SEAL

Luisa M. Herrera, Deputy City Clerk

Virginia R. Gurrola, Mayor
SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – DIGESTER TRANSFER LINE PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Plans and Project Manual have been prepared for the Digester Transfer Line Project. The project is located at the City of Porterville Sewer Treatment Plant in the area of the digesters. In order to take full advantage of the available funding, the project has been separated into two parts. The Base Bid project will replace the existing six inch transfer line from Digester 3 to Digester 1 at the Sewer Plant. Add Alternate A includes the replacement of a six inch line from Digester 1 to Digester 2. An excess buildup of struvite has plugged the existing lines to the point where constant maintenance is required. Struvite is a common problem in waste water treatment facilities, particularly after anaerobic digesters release ammonium and phosphate from waste material forming a scale on lines clogging system pipes. The digester transfer line project consists of removing portions of the existing lines and installing new six inch lines. It will also include the removal and installation of new plug valves.

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

The Engineer’s Estimate of Probable Cost for the Base Bid is $67,303.50. An additional $6,730.35 is necessary for construction contingency (10%), and an additional $3,365.18 for construction management, quality control and inspection services (5%). Total estimated costs associated with the Base Bid are $77,399.03.

The Estimate of Probable Cost for Add Alternate “A” (Digester 1 to Digester 2) is $18,947.50 with $1,894.75 required for construction contingency (10%). An additional $947.38 is required for construction management, quality control and inspection (5%), equating to a total construction cost of $99,188.66.96 (Base Bid + Add Alternate “A”).

Funding for this project is from the Waste Water Treatment Facility Reserve fund and was approved in the 2012/2013 Annual Budget.
RECOMMENDATION: That City Council:

1. Approve Staff's recommended Plans and Project Manual; and

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

ATTACHMENTS: Locator Map
Engineer's Estimate

P:\pubworks\General\Council\Authorization To Advertise for Bids - Digester Transfer Line - 2012-07-17.doc
## Digester Transfer Project

### City of Porterville

**Digester Transfer Sewer Estimate**

**Base Bid - Digester 3 to Digester 1**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization</td>
<td>LS</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Clearing and Grubbing shall include sawcutting existing pavement, concrete, removing and replacing any landscape.</td>
<td>LS</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Install glass lined 6&quot; Ductile iron Pipe (including temporary trench patches in traveled ways where applicable. Potholing existing utilities shall be included.)</td>
<td>LF</td>
<td>197</td>
<td>$100.00</td>
<td>$19,700.00</td>
</tr>
<tr>
<td>4</td>
<td>Install 6&quot; Glass lined Plug valves</td>
<td>EA</td>
<td>4</td>
<td>$2,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Install Glass Lined 6&quot; Flanged Tee</td>
<td>EA</td>
<td>2</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Install Glass Lined 6&quot; Tee</td>
<td>EA</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>7</td>
<td>Install Glass Lined 6&quot; Wye</td>
<td>EA</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Install 6&quot; Glass lined Cross</td>
<td>EA</td>
<td>1</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>9</td>
<td>Install Glass Lined Flanged 45 degree bend</td>
<td>EA</td>
<td>5</td>
<td>$1,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Install Glass Lined Flanged 90 degree bend</td>
<td>EA</td>
<td>2</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Remove area necessary to cut through existing vault and Replace Existing Vault Wall plus place sleeve for pipe</td>
<td>LS</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Remove and Dispose of Existing Sewer Line any fittings salvaged to City Yard</td>
<td>LF</td>
<td>197</td>
<td>$5.00</td>
<td>$985.00</td>
</tr>
<tr>
<td>13</td>
<td>Install Soleniod Control glass lined Plug Valve at existing plug valve location. Salvage existing plug valve to City Yard.</td>
<td>EA</td>
<td>2</td>
<td>$3,500.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>14</td>
<td>Plug Existing Transfer Line with an Appropriate Plug and Concrete</td>
<td>EA</td>
<td>4</td>
<td>$500.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

**Subtotal** | **$61,185.00**

10% Estimating Contingency | **$6,118.50**

**TOTAL** | **$67,303.50**

---

**Alternate Bid "A" - Digester 1 to Digester 2**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization</td>
<td>LS</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Clearing and Grubbing shall include sawcutting existing pavement, concrete, removing and replacing any landscape.</td>
<td>LS</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Install 6&quot; Ductile Iron Pipe (including temporary trench patches in traveled ways where applicable. Potholing existing utilities shall be included.)</td>
<td>LF</td>
<td>45</td>
<td>$100.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Install 6&quot; Glass lined Plug valves</td>
<td>EA</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Install Glass Lined 6&quot; Flanged 45 degree Tee</td>
<td>EA</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Install Glass Lined Flanged 45 degree bend</td>
<td>EA</td>
<td>4</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Remove area necessary to cut through existing vault and Replace existing vault Wall plus place sleeve for pipe</td>
<td>LS</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Remove and Dispose of Existing Sewer Line any fittings salvaged to City Yard</td>
<td>LF</td>
<td>45</td>
<td>$5.00</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

**Subtotal** | **$17,225.00**

10% Estimating Contingency | **$1,722.50**

**TOTAL** | **$18,947.50**

---

**Project Manager**

**Date:** 6-21-12

**Public Works Director**

**Date:** 7-9-12

**City Engineer**

**Date:** 7-18-2012

**City Manager**

**Date:** 6-31-12
SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – MILL STREET SEWER PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Plans and Project Manual have been prepared for the Mill Street Sewer Project. The proposed project will divert the sewer flow from an existing 8 inch sewer main that runs through and adjacent to the First Congregational Church located at the southeast corner of Mill Street and Fourth Street. The diversion, once complete, will direct flow west on Mill Street to an existing sewer main located in the alley between Fourth Street and Third Street. This existing sewer main has available capacity for the flow diversion and will resolve the capacity issues experienced by the existing sewer main that traverses through the church’s property.

The project includes the installation of 8 inch sewer main along Mill Street between Fourth Street and Third Street. The project will also include the installation of sewer manholes, sewer system appurtenances and replacement of existing concrete improvements where required.

The Plans and Project Manual have been completed and are available in the La Barca Conference Room for Council’s review. The Engineer’s estimate of probable cost for construction is $78,160.50. An additional $7,816.05 is necessary for construction contingency (10%); an additional $7,816.05 for construction management, quality control and inspection (10%) for a total estimated projected cost of $93,792.60.

Funding is provided by the Sewer Revolving Fund and was approved in the 12/13 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve Staff’s recommended Plans and Project Manual; and

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

ATTACHMENTS: Locator Map
Engineer’s Estimate

P:\pubworks\General\Council\Authorization To Advertise for Bids - Mill Street Sewer Project - 2012-06-07.doc

Dir Appropriated/Funded: CM Item No. 3
## Mill Avenue Sewer

City of Porterville
Mill Avenue Sewer Estimate

### Item No. | Description | Unit | Quantity | Unit Price | Total Price
--- | --- | --- | --- | --- | ---
1 | Mobilization and Demobilization | LS | 1 | $5,000.00 | $5,000.00
2 | Traffic Control | LS | 1 | $5,000.00 | $5,000.00
3 | Clearing and Grubbing shall include sawcutting existing pavement which includes concrete. | LS | 1 | $5,000.00 | $5,000.00
4 | Sheet and Shoring | LS | 1 | $5,000.00 | $5,000.00
5 | Install 8' SDR 35 Pipe (including temporary trench patches in traveled ways where applicable. Potholing existing utilities shall be included. | EA 327 | | $60.00 | $19,820.00
6 | Reinstallation of all landscape, hardscape and concrete improvements damaged during the excavation process. All concrete improvements shall include 16 inches of Class 3 Base. | LS | 1 | $3,000.00 | $3,000.00
7 | Install SSMH per City Std. "S-1" | EA | 5 | $3,000.00 | $15,000.00
8 | Provide all necessary equipment necessary to complete a proper tie-in to existing sewer at all locations. Which includes the | LS | 1 | $3,000.00 | $3,000.00
9 | Reconnect Sewer Lateral to new main. | EA | 1 | $1,000.00 | $1,000.00
10 | Remove and Dispose of Existing Sewer Line | LF | 63 | $20.00 | $1,260.00
11 | Install Permanent Trench Patch per City Std. "P-4" | LF | 327 | $25.00 | $8,175.00

**Subtotal** | **$71,055.00**

10% Estimating Contingency | **$7,105.50**

**Total** | **$78,160.50**

---

**Project Manager**

**Date**

**City Engineer**

**Date**

**Public Works Director**

**Date**

**City Manager**

**Date**
COUNCIL AGENDA: AUGUST 7, 2012

SUBJECT: AWARD OF CONTRACT – NEWCOMB STREET & BEVERLY STREET SHOULDER STABILIZATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On July 19, 2012, staff received five (5) bids for the Newcomb Street & Beverly Street Shoulder Stabilization Project. The project consists of the installation of curb and gutter, sidewalk, driveways, asphalt concrete paving, storm drain pipe and catch basins, and other appurtenant construction along Newcomb Street and Beverly Street between Roby Avenue and Date Avenue.

The Engineer’s Estimate of Probable Cost for construction is $816,866. The low bid for the project is 10.8% below the Engineer’s Estimate. An additional $72,834.74 is required for construction contingency (10%). It is anticipated that an additional $57,180.62 is required for construction management, quality control and inspection services for a total estimated project cost of $858,362.72.

Funding for this project is from Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) funds and Proposition 1B funds, and was approved in the 2012/2013 Annual Budget.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Central Valley Asphalt Lindsay, CA</td>
<td>$728,347.36</td>
</tr>
<tr>
<td>2. Granite Construction Fresno, CA</td>
<td>$752,326.00</td>
</tr>
<tr>
<td>3. Bowman Asphalt Bakersfield, CA</td>
<td>$773,773.00</td>
</tr>
<tr>
<td>4. Jim Crawford Construction Clovis, CA</td>
<td>$774,473.50</td>
</tr>
<tr>
<td>5. Lee’s Paving Visalia, CA</td>
<td>$819,875.00</td>
</tr>
</tbody>
</table>

Staff has found the low bid acceptable and in compliance with the specification requirements for this federally funded project.

Dir Appropriated/Funded CM Item No.
RECOMMENDATION: That City Council:

1. Award the Newcomb Street & Beverly Street Shoulder Stabilization Project to Central Valley Asphalt in the amount of $728,347.36; and

2. Authorize a 10% contingency to cover unforeseen construction costs and $57,180.62 for construction management, quality control and inspection.

ATTACHMENTS: Locator Maps

P:\pubworks\General\Council\Award of Contract - Newcomb St & Beverly St Shoulder Stabilization - 2012-08-07.doc
SUBJECT: AWARD OF CONTRACT – OLIVE AVENUE COURTHOUSE BUS TURNOUT

SOURCE: Public Works Department - Engineering Division

COMMENT: On July 24, 2012, staff received two (2) bids for the Olive Avenue Courthouse Bus Turnout. The proposed project will improve transit accessibility along a portion of Route 1 to the new Courthouse on Olive Avenue. This bus stop is west of Plano Street on the north side of Olive Avenue. The bus turnout project includes removal of existing concrete improvements and installation of new concrete improvements allowing for a bus to completely pull out of the travel way to access the bus stop location. Concrete pads with bus shelters, provided by the City and installed by the contractor, will be adjacent to the back of the new sidewalk.

The Engineer’s Estimate of Probable Cost for construction is $36,091. The low bid for the project is 14.8% below the Engineer’s Estimate. An additional $3,075.23 is required for construction contingency (10%). It is anticipated that an additional $7,000 is required for construction management, quality control and inspection services for a total estimated project cost of $40,827.53.

Funding for this project is from a Federal Transportation Administration Grant and Local Transportation Funds, and was approved in the 2012/2013 Annual Budget for bus turnouts.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Halopoff &amp; Sons</td>
<td>$30,752.30</td>
</tr>
<tr>
<td>Porterville, CA</td>
<td></td>
</tr>
<tr>
<td>2. Lee’s Paving</td>
<td>$99,480.00</td>
</tr>
<tr>
<td>Visalia, CA</td>
<td></td>
</tr>
</tbody>
</table>

Staff has found the low bid acceptable and in compliance with the specification requirements for this federally funded project.
RECOMMENDATION: That City Council:

1. Award the Olive Avenue Courthouse Bus Turnout Project to Halopoff & Sons in the amount of $30,752.30; and

2. Authorize a 10% contingency to cover unforeseen construction costs and $7,000 for construction management, quality control and inspection.

ATTACHMENT: Locator Map

P:\pubworks\General\Council\Award of Contract - Olive Avenue Courthouse Bus Turnout - 2012-08-07.doc
SUBJECT: AWARD OF CONTRACT – RAILS TO TRAILS CLASS I TRAIL EXTENSION PROJECT (CMAQ PORTION) (OLIVE AVENUE TO HERITAGE CENTER)

SOURCE: Public Works Department - Engineering Division

COMMENT: On July 18, 2012, staff received four (4) bids for the Rails to Trails Class I Trail Extension Project (Olive Avenue to Heritage Center). This final phase of the project includes concrete paving over the entire length of the recently completed Class 2 aggregate base from Olive Avenue south to the Heritage Center (E. Walnut Avenue). This phase will complete approximately 1,000 feet of hard surfaced trailway and will blend into the planned ball fields.

The Engineer’s Estimate of Probable Cost for construction is $87,952. The low bid for the project is 14.5% below the Engineer’s Estimate. An additional $7,519.51 is required for construction contingency (10%). It is anticipated that an additional $11,000 is required for construction management, quality control and inspection services for a total estimated project cost of $93,714.61.

Funding for this project is from Congestion Mitigation Air Quality (CMAQ) and Measure R Alternative Transportation Funds, all of which are included in the 2012/2013 Annual Budget.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Halopoff &amp; Sons Porterville, CA</td>
<td>$75,195.10</td>
</tr>
<tr>
<td>2. Dawson Mauldin Construction Huntington Beach, CA</td>
<td>$100,579.00</td>
</tr>
<tr>
<td>3. D.O.D. Construction Bakersfield, CA</td>
<td>$154,387.60</td>
</tr>
<tr>
<td>4. Lee’s Paving Visalia, CA</td>
<td>$154,934.91</td>
</tr>
</tbody>
</table>

Staff has found the low bid acceptable and in compliance with the specification requirements for this federally funded project.
RECOMMENDATION: That City Council:

1. Award the Rails to Trails Class I Trail Extension Project to Halopoff & Sons in the amount of $75,195.10; and

2. Authorize a 10% contingency to cover unforeseen construction costs and $11,000 for construction management, quality control and inspection.

ATTACHMENT: Locator Map

P:\pubworks\General\Council\Award of Contract - Rails to Trails Class I Trail Extension CMAQ Portion - 2012-08-07.doc
COUNCIL AGENDA: AUGUST 7, 2012

SUBJECT: AWARD CONTRACT – TRIPLE COMBINATION PUMPER

SOURCE: Finance Department/Purchasing Division

COMMENT: Staff solicited bids for the Fire Department for a new triple combination pumper fire apparatus to replace an existing front line engine that is due for replacement. In response to solicitation, six (6) bids were received as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Trucks West</td>
<td>$375,258.37</td>
</tr>
<tr>
<td>Meridian, ID</td>
<td></td>
</tr>
<tr>
<td>KME Kovatch</td>
<td>$386,020.58</td>
</tr>
<tr>
<td>Ontario, CA</td>
<td></td>
</tr>
<tr>
<td>Sierra Fire Apparatus (Toyne)</td>
<td>$389,569.00</td>
</tr>
<tr>
<td>Breda, ID</td>
<td></td>
</tr>
<tr>
<td>Ferrara Fire Apparatus</td>
<td>$403,189.03</td>
</tr>
<tr>
<td>Holden, LA</td>
<td></td>
</tr>
<tr>
<td>Golden State Fire Apparatus, Inc.</td>
<td>$406,579.00</td>
</tr>
<tr>
<td>Modesto, CA</td>
<td></td>
</tr>
<tr>
<td>Emergency Vehicle Group</td>
<td>$419,102.05</td>
</tr>
<tr>
<td>Anaheim, CA</td>
<td></td>
</tr>
</tbody>
</table>

Staff has reviewed the bids and finds the low bidder to be responsive to the specifications. This apparatus was originally scheduled for purchase in the 2011/2012 fiscal year at an estimated cost of $330,000, and was approved in the Equipment Replacement Schedule for that year. However, development of additional required technical specifications resulted in a delay of the bid process as well as increased costs. It is customary to pre-pay the chassis, thereby taking advantage of a credit in the amount of $6,227.00 included in the low bid.
It is anticipated that build-out of the apparatus will commence immediately following the pre-construction meeting after the contract award and will take approximately one year to complete. Funding for the purchase of the apparatus is available from the Fire Department’s Equipment Replacement funds.

RECOMMENDATION:

1. That Council award the contract for a new Triple Combination Pumper Fire Apparatus to Fire Trucks West of Meridian, ID, in the amount of $375,258.37; and

2. That Council authorize pre-payment of the chassis and progress payments as required upon satisfactory build-out of the equipment.
COUNCIL AGENDA: AUGUST 7, 2012

SUBJECT: AWARD AIRPORT DRY FARM LEASE

SOURCE: FINANCE DEPARTMENT/PURCHASING DIVISION

COMMENT: The current Dry Farm Lease on land at the Porterville Municipal Airport expired on June 30, 2012, at the end of this year’s harvest. Staff solicited proposals for a new five-year lease and received two proposals as follows:

<table>
<thead>
<tr>
<th>Farmer</th>
<th>Rent/Acre</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Nuckols Farming Porterville, CA</td>
<td>$27.00</td>
<td>$9,174.00</td>
</tr>
<tr>
<td>Jeff Sheets Farming Terra Bella, CA</td>
<td>$25.00</td>
<td>$8,494.00</td>
</tr>
</tbody>
</table>

The lease payment is based on 339.76 farmable acres payable at the end of harvest each year. Additionally, the farmer must perform weed abatement on 57.36 acres located around the runway and in other areas as indicated on the attached map. A Lease Agreement is also attached for Council’s review and approval.

RECOMMENDATION: That the Council approve the award of a five-year lease between the City of Porterville and Justin Nuckols Farming, of Porterville, CA, for dry farming at the Porterville Municipal Airport and authorize the Mayor to execute the Lease Agreement.

ATTACHMENT: Lease Agreement with Locator Map
LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the 7th day of August, 2012, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and JUSTIN NUCKOLS FARMING, hereinafter referred to as "Lessee."

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

WHEREAS, Lessee desires to lease a portion of said airport for dry farming operations; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

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

2. Term: The term of this Lease shall commence on August 1, 2012, both parties having executed the same, and shall terminate on July 31, 2017, provided Lessee is not in default with respect to any of the conditions or covenants of this lease.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of $27.00 per farmable acre. The Lessee shall be responsible for weed abatement on the entire site of 397.12 acres, which includes 57.36 acres not suitable for dry farming.
4. **Purpose and Nuisance Provision:** This Lease is made for the purpose of dry farming. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Manager, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Manager must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California 93257, within 72 hours after Lessee received notice of said nuisance.

5. **Interfering with Air Operations:** The Lessee will not interfere with air operations at the Airport including dust obscuring vision on any airport runway or taxiway or allowing materials to be deposited on any air operation runway or taxiway or crossing any runway or taxiway with a vehicle or equipment while air operations are underway or otherwise interfering so as to impair safe ground and air operations by aircraft and air vehicles at the Airport. Notice to cease any operational practice by the Airport Manager shall be immediately accomplished by the Lessee and necessary remedial actions shall be accomplished by the Lessee.

6. **Right of Ingress and Egress:** Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and
regulations adopted from time to time by the Federal Aviation Administration or its successor.

7. **Condition of Premises:** Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

8. **Alteration:** Lessee shall make no structural modifications to any access points on the demised premises without the written consent of the City Airport Manager first being obtained.

9. **Maintenance:** Lessee agrees to keep the land in a good state of repair by periodic maintenance including control of all Yellow Star Thistle and any other weeds. The maintenance of the weed abatement area in a weed free condition is a critical aspect of the consideration in this agreement. Overruns and infield area designated on the site plan shall not be disked, although spraying for Yellow Star Thistle shall be applied and tumble weeds abated. The Lessee shall load, transport and disk in any and all bio-solids supplied by the City within 24 hours, provided the bio-solids shall be on a per acre basis within the strength conducive for dry-land farming. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain the property weed free and/or in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Manager concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Manager shall be final.

10. **Utilities:** Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

11. **Utility Extension or Modification:** Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

12. **Taxes and Assessments:** Lessee understands that the lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all
taxes and/or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

13. **Compliance with Law:** Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

14. **Liens and Encumbrances:** Lessee shall keep the premises free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

15. **Negation of Partnership:** City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

16. **Indemnification:** Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of, or in any way connected with, (a) the conducting or operation of Lessee's business on demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this lease or any holding over.

17. **Liability Insurance:** Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall
name the City as additional insured in the amount of not less than TWO MILLION ($2,000,000) DOLLARS. Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within ten (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insureds. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this lease.

18. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, religion, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religion, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.
Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

19. Improvement of Airport: The City reserves the right to develop, operate, maintain or occupy any portion of the Airport as it sees fit, regardless of the desires or views of Lessee and without interference or hindrance. The City may take immediate occupancy of any area upon notice to the Lessee. Any area secured for use by the City shall be subtracted on an acreage basis for payment of the rent, thereby reducing the farmable acres.

20. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard. Providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

21. Lease Subordinate to Agreements with the United States Government: This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States Government relative to the development, operation or maintenance of the airport.

22. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

23. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

24. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Justin Nuckols Farming
13009 Rd. 216
Porterville, CA 93257
To the City:  
Airport Manager  
Porterville Municipal Airport  
1893 So. Newcomb  
Porterville, CA 93257  

With a complete copy to:  
Porterville City Manager  
291 N. Main Street  
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

25. Authorized Agent of the City: The Airport Manager of the City of Porterville or the Airport Manager's designee is duly the authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

26. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, however, and Lessee herewith agrees, that it will not sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

27. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bonafide lender on the security of the leasehold estate. Any
such bonafide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

28. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover damages from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth, at the time of award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be
construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

29. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

30. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership which is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

31. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

32. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.
33. **Removal of Improvement at Termination:** Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right, at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease, Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

34. **Incorporation of Prior Agreements and Amendments:** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

35. **Severability:** The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

36. **Construed Pursuant to California Law:** The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.
37. **Venue:** If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

38. **Covenants and Conditions:** Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

39. **Captions:** The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

40. **Time of Essence:** Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

41. **Cancellation of Agreement without Cause:** This Lease may be cancelled without cause by a ninety (90) day notice delivered to either party.

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

APPROVED AS TO FORM: 

CITY OF PORTERVILLE

---

Julie Lew, City Attorney

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

LESSEE:

Justin Nuckols, dba Justin Nuckols Farming
COUNCIL AGENDA: AUGUST 7, 2012

SUBJECT: APPROVAL OF MEASURE ‘R’ SUPPLEMENTAL AGREEMENT – DESIGN EFFORTS FOR VARIOUS PARKS AND LEISURE SERVICES DEPARTMENT PROJECTS

SOURCE: Public Works Department - Engineering Division

COMMENT: The Tulare County Association of Governments, acting as the Local Transportation Authority ("Authority") is requesting that the City of Porterville approve and submit a Supplemental Agreement (SA) for the design efforts related to several Parks and Leisure Services Department projects. The projects are:

➢ Tule River Parkway, Phase III Project
➢ Tule River Parkway, Phase IV Project
➢ Veteran’s Park Trailway Improvement Project

A locator map illustrating general project limits is included in Council’s packet. The “Authority” requires the processing of a SA for the purpose of reimbursing the agency for design and environmental costs. Measure R funds, or a combination of other funding sources, such as potential grants, will finance construction related costs. Staff will follow through with another SA processing request once all construction funding sources are determined.

As stated above, a Supplemental Agreement, Resolution and Exhibit ‘A’ must be received by the “Authority” before the City can seek reimbursement for all design and property acquisition costs. Exhibit ‘A’ provides the project title, project scope, and estimate of probable design costs.

RECOMMENDATION: That the City Council:

1. Approve the attached resolution affirming the City Council’s support of the Tule River Parkway Projects and the Veteran’s Park Trailway Improvement Project;

2. Authorize the Mayor and City Manager to execute the Supplemental Agreement for design of each project; and

3. Direct the City Clerk to transmit the executed Supplemental Agreements to the Local Transportation Authority.

ATTACHMENTS: Locator Maps
Supplemental Agreements w/ Exhibits
Resolutions

Item No. 9
MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on August 7, 2012, by and
between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION
OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure R Cooperative
Agreement" for Measure R Expenditures, which was entered into between the Sponsor
and the Authority on May 29, 2007, and is subject to all terms and conditions thereof.
This Program Supplement is executed under authority of Resolution No. ___-2012,
approved by the Sponsor on August 7, 2012 (See copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by
Sponsor and Authority.

Covenants of Sponsor

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

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

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

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

1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to
submit for each phase a written explanation of the absence of project(s) activity
along with target billing date and billing amount.

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

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

By: __________________________
   Authority Director

CITY OF PORTERVILLE

By: __________________________
   Virginia R. Gurrola, Mayor

Attest:

By: __________________________
   John D. Lollis, City Clerk
RESOLUTION NO. _______ - 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
TULE RIVER PARKWAY, PHASE III PROJECT - DESIGN PHASE

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to
receive reimbursement of costs for design efforts and acquiring properties related to the
Tule River Parkway, Phase III Project, which meets the Measure R guidelines and City
General Plan for alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the
City of Porterville approve and submit a Supplemental Agreement that will allow the City
to receive reimbursement for all property acquisition costs incurred in Fiscal Year
2012/2013;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
Porterville does hereby affirm and approve support of the design and property
acquisitions of Tule River Parkway Phase III Project and authorizes the Mayor and City
Clerk to execute the Program Supplement and any other related documents as may be
required.

PASSED, APPROVED and ADOPTED this 7th day of August, 2012.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
EXHIBIT "A"

TULE RIVER PARKWAY, PHASE III - DESIGN

Project Scope:

The project includes the design of a bicycle and pedestrian trail in and along the Tule River floodway that will begin at Main Street and extend easterly to Plano Street. The City's consulting team is currently designing the Proposition 84 funded Chase Avenue Neighborhood Park, which is located south of and adjacent to property the City has already acquired within the Tule River. The parkway trail will be linked with this new neighborhood park. The project also includes the purchase of one additional property for completion of the trail between the stated project limits.

The following is a summary of the design components and the estimated cost associated with each component:

Project Costs

<table>
<thead>
<tr>
<th>Tule River Parkway, Phase III</th>
<th>Estimated Design Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Conceptual Design Efforts</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Environmental Process (Complete)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Right of Way (Acquisition of One Parcel)</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Final Design - Preparation of Plans,</td>
<td>$37,000.00</td>
</tr>
<tr>
<td>Specifications and Estimate (PS&amp;E)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Estimated Costs</strong></td>
<td><strong>$124,500.00</strong></td>
</tr>
</tbody>
</table>

Funding Sources

<table>
<thead>
<tr>
<th>Measure 'R' Alt. Transportation Construction Match (100%)</th>
<th>$124,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Funding Available</strong></td>
<td><strong>$124,500.00</strong></td>
</tr>
</tbody>
</table>

Project Schedule

<table>
<thead>
<tr>
<th>Tule River Parkway, Phase III Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental (PA/ED) complete</td>
<td>N/A</td>
</tr>
<tr>
<td>Property Acquisition</td>
<td>04/01/2013</td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>05/01/2013</td>
</tr>
</tbody>
</table>

Requested Funding Source

Measure "R" Alternative Transportation: $124,500.00
MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on August 7, 2012, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2012, approved by the Sponsor on August 7, 2012 (see attached copy).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

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

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

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

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

1.10. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

By: ________________________________
Authority Director

CITY OF PORTERVILLE

By: ________________________________
Virginia R. Gurrola, Mayor

Attest:

By: ________________________________
John D. Lollis, City Clerk
RESOLUTION NO. _______ - 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
TULE RIVER PARKWAY, PHASE IV PROJECT - DESIGN PHASE

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to
receive reimbursement of costs for design efforts and acquiring properties related to the
Tule River Parkway, Phase IV Project, which meets the Measure R guidelines and City
General Plan for alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the
City of Porterville approve and submit a Supplemental Agreement that will allow the City
to receive reimbursement for all property acquisition costs incurred in Fiscal Year
2012/2013;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
Porterville does hereby affirm and approve support of the design of Tule River Parkway
Phase IV Project and authorizes the Mayor and City Clerk to execute the Program
Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 7th day of August, 2012.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
EXHIBIT “A”

TULE RIVER PARKWAY, PHASE IV - DESIGN

Project Scope:

The project includes the design of a bicycle and pedestrian trail in and along the Tule River floodway that will begin at State Route 65 (SR 65) and extend westerly to Westwood Street. The project also requires purchasing of several properties between the stated project limits.

The following is a summary of the design components, including right of way acquisition, and the estimated cost associated with each component:

Project Costs

<table>
<thead>
<tr>
<th>Tule River Parkway, Phase IV</th>
<th>Estimated Design Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Conceptual Design Efforts</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Environmental Process (Complete)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Right of Way (Acquisition of Five Parcels)</td>
<td>$800,000.00</td>
</tr>
<tr>
<td>Final Design - Preparation of Plans, Specifications and Estimate (PS&amp;E).</td>
<td>$125,000.00</td>
</tr>
<tr>
<td><strong>Total Estimated Costs</strong></td>
<td><strong>$965,000.00</strong></td>
</tr>
</tbody>
</table>

Funding Sources

| Measure ‘R’ Alt. Transportation Construction Match (100%) | $965,000.00 |
| **Total Funding Available** | **$965,000.00** |

Project Schedule

<table>
<thead>
<tr>
<th>Tule River Parkway, Phase IV Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental (PA/ED)</td>
<td>8/01/2013</td>
</tr>
<tr>
<td>Property Acquisition</td>
<td>1/01/2014</td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>05/01/2014</td>
</tr>
</tbody>
</table>

Requested Funding Source

Measure “R” Alternative Transportation: $965,000.00
MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **August 7, 2012**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ___-2012, approved by the Sponsor on August 7, 2012 (see attached copy).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

**Covenants of Sponsor**

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

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

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

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

1.15. If no costs have been invoiced for a six-month period, **SPONSOR** agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

**COUNTY OF TULARE**
TRANSPORTATION AUTHORITY

By: _______________________________
Authority Director

**CITY OF PORTERVILLE**

By: _______________________________
Virginia R. Gurrola, Mayor

Attest:

By: _______________________________
John D. Lollis, City Clerk
RESOLUTION NO. ________ - 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
VETERAN'S PARK TRAILWAY IMPROVEMENT PROJECT - DESIGN PHASE

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to
receive reimbursement of costs for design efforts related to the Veteran's Park Trailway
Improvement Project, which meets the Measure R guidelines and City General Plan for
alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the
City of Porterville approve and submit a Supplemental Agreement that will allow the City
to receive reimbursement for all property acquisition costs incurred in Fiscal Year
2012/2013;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
Porterville does hereby affirm and approve support of the design of Veteran's Park
Trailway Improvement Project and authorizes the Mayor and City Clerk to execute the
Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 7th day of August, 2012.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
EXHIBIT "A"

VETERAN'S PARK TRAILWAY IMPROVEMENT PROJECT - DESIGN

Project Scope:

The project includes the design efforts to pave and light an existing trail through and around Veteran's Park entirely under the ownership of the City of Porterville. The trail will receive a hard surface, which is to be determined and lights spaced appropriately along the alignment so that pedestrians and bicyclists can enjoy extended hours of safe travel. New parkway amenities will be included along the trail, like benches, trash recepticals, drinking fountains, restrooms, etc.

The following is a summary of the design components and the estimated cost associated with each component:

Project Costs

<table>
<thead>
<tr>
<th>Tule River Parkway, Phase IV</th>
<th>Estimated Design Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Conceptual Design Efforts</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Environmental Process (Complete)</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Right of Way (Acquisition of One Parcel)</td>
<td>N/A</td>
</tr>
<tr>
<td>Final Design - Preparation of Plans, Specifications and Estimate (PS&amp;E)</td>
<td>$31,500.00</td>
</tr>
<tr>
<td>Total Estimated Costs</td>
<td>$44,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure 'R' Alt. Transportation Construction Match (100%)</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>Total Funding Available</td>
<td>$44,000.00</td>
</tr>
</tbody>
</table>

Project Schedule

<table>
<thead>
<tr>
<th>Tule River Parkway, Phase IV Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental (PA/ED)</td>
<td>3/01/2012</td>
</tr>
<tr>
<td>Property Acquisition</td>
<td>04/01/2013</td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>05/01/2013</td>
</tr>
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</table>

Requested Funding Source

Measure "R" Alternative Transportation: $44,000.00
COUNCIL AGENDA: AUGUST 7, 2012

SUBJECT: PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT – NEWCOMB STREET AND BEVERLY STREET SHOULDER STABILIZATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number 042-N, and requests that the City execute said agreement. The executed agreement becomes a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The attached Program Supplement is for road construction, curbs, gutters, sidewalks and drainage facilities.

RECOMMENDATION: That the City Council:

1. Approve the subject program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and

2. Direct staff to return the signed program supplement to CalTrans.

ATTACHMENTS: Locator Maps
Program Supplement Agreement No. 042-N
Resolution
RESOLUTION NO.______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. 042-N
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is
hereby authorized to execute the document known as Program Supplement No.
042-N to the Local Agency-State Master Agreement No. 06-5122R, for the
construction of the Newcomb Street and Beverly Street Shoulder Stabilization
Project.

PASSED, APPROVED AND ADOPTED this 7th day of August, 2012.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk
This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:
On Newcomb St and Beverly St, between Roby Ave and Date Ave.

TYPE OF WORK: Road Reconstruction, curb, gutter, sidewalk, drainage facilities. LENGTH: 0.0(MILES)

<table>
<thead>
<tr>
<th>Estimated Cost</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>L40E</td>
<td>LOCAL</td>
</tr>
<tr>
<td>$955,732.00</td>
<td>$348,356.00</td>
<td>$45,133.00</td>
</tr>
</tbody>
</table>

CITY OF PORTERVILLE

By
Title
Date
Attest

STATE OF CALIFORNIA
Department of Transportation

By
Chief, Office of Project Implementation
Division of Local Assistance
Date

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer
Date 7/5/12
$348,356.00
TO:  STATE CONTROLLER'S OFFICE  
Claims Audits  
3301 "C" Street, Rm 404  
Sacramento, CA 95816  

DATE PREPARED:  7/3/2012  
PROJECT NUMBER:  0600020336  

FROM:  DEPARTMENT OF TRANSPORTATION  

SUBJECT:  ENCUMBRANCE DOCUMENTS  

VENDOR/ CONTRACTOR:  
CITY OF PORTERVILLE  

REQUISITION NUMBER / CONTRACT NUMBER:  RQS-2660-061300000006  

CONTACT AMOUNT:  $348,356.00  

PROCUREMENT TYPE:  

LOCAL ASSISTANCE  

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.  

<table>
<thead>
<tr>
<th>CHAPTER</th>
<th>STATUTES</th>
<th>ITEM</th>
<th>YEAR</th>
<th>PEC / PECT</th>
<th>TASK / SUBTASK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>2011</td>
<td>2660-102-0890</td>
<td>2011/2012</td>
<td>20.30.010/820</td>
<td>2620/0400</td>
<td>$348,356.00</td>
</tr>
</tbody>
</table>

ADA Notice  For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 654-6410 of TDD (916) 3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.
SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if
PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
SUBJECT: SUPPORT TO AMEND THE FINAL 2006 ONE-HALF CENT TRANSPORTATION SALES TAX MEASURE EXPENDITURE PLAN

SOURCE: Public Works Department - Engineering Division

COMMENT: As the City Community Development Department and Public Works Department maneuvered through the Circulation Element of the General Plan and the Riverwalk Marketplace Environmental Impact Reports, staff realized a need for expansion of the State Route 190 corridor beyond what was originally envisioned. The traffic models for the stated documents illustrate an unacceptable level of service for SR190 generally between SR 65 and Plano Street.

Staff has discussed the SR 190 level of service concerns with the director of Tulare County Association of Governments (TCAG), acting as the Tulare County Transportation Authority (TCTA). As a result of these conversations, TCTA and the City are working with Caltrans to define the necessary improvements for the SR 190 corridor between Westwood Street and Blue Heron Drive. Funding for this study was approved by City Council during the acceptance process of the Scranton Avenue and Indiana Street Widening Project and later approved by TCTA. Approximately $1.3 million of unused Scranton/Indiana funds was made available for the SR 190 corridor study.

The study will assess the City of Porterville's needs along this State corridor so that acceptable level of services remain consistent through the year 2030 and to ensure financial feasibility of the required improvements. The study, referred to as the Project Study Report, will identify the priority needs as they develop. The general consensus is that the Main Street/SR 190 interchange will be the immediate need along with lane widening between SR 65 and Plano Street.

Staff respectfully asks that Council delegate authority to the City Manager, by resolution, to request an amendment to the 2006 Measure R Expenditure Plan. The request will provide more flexibility in funding projects along SR 190 from SR 99 to the eastern limits of the City of Porterville as the need arises. Staff recommends the following amendments to Phase 1 and 2 of the “Measure R Regional Potential Projects” list:

- Change the limits of SR 190 in both Phase 1 and Phase 2 to reflect a route limit from SR 99 to Road 284 (Reservation Road).
- Change the specific interchange locations described in Phase 2 to "City of Porterville State Route Interchanges".

These minor changes will provide flexibility in implementing improvements as they become necessary along both SR 190 and SR 65 during the Measure R Tax Initiative lifespan.

RECOMMENDATION: That the City Council:

1. Approve the attached resolution affirming the City Council's support of the proposed amendment to the 2006 Measure R Expenditure Plan;

2. Authorize the Mayor and City Manager to execute the attached resolution; and

3. Direct the City Clerk to transmit the executed resolution to Tulare County Transportation Authority for consideration.

ATTACHMENT: Resolution

P:\subwork\General\Council\Support to Amend the 2006 Measure R Expenditure Plan - 2012-08-07.doc
RESOLUTION NO. _____ - 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT TO AMEND THE FINAL 2006 ONE-
HALF CENT TRANSPORTATION SALES TAX MEASURE EXPENDITURE PLAN

WHEREAS, the Tulare County Association of Governments (TCAG) and the nine
member agencies (Dinuba, Exeter, Farmerville, Lindsay, Porterville, Tulare, Visalia,
Woodlake and the County of Tulare) have adopted the Final 2006 One-Half Cent
Transportation Measure Expenditure Plan, known as the “Measure R Expenditure Plan”; and

WHEREAS, the Measure R Expenditure Plan lists several significant regional
projects that address the transportation needs within Tulare County; and

WHEREAS, from time to time the Measure R Expenditure Plan is to be reviewed
and appropriately amended to meet the changing dynamics associated with regionally
funded transportation projects and in order to meet the changing traffic volumes on
these regional routes caused by developments within the nine member agencies; and

WHEREAS, City Council concurs with the need to amend the Measure R
Expenditure Plan from time to time, and recommends fundamental changes to the
regional project lists as follows:

* Change limits of State Route (SR) 190 from SR 99 to SR 65 to "SR 190
from SR 99 to Road 284 (Reservation Road)" in both Phase 1 and Phase
2. The description of work, operational improvements, shall remain the
same.
* Change Main Street/SR 190 Interchange improvements and West North
Grand Avenue/SR-65 Interchange improvements to "City of Porterville
State Route Interchange Improvements".
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the amendments to the Measure R Expenditure Plan and authorizes the Mayor and City Clerk to execute this Resolution and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 7th day of August, 2012.

ATTEST:
John D. Lollis, City Clerk

__________________________________________
Virginia R. Gurrola, Mayor

By: Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: AUTHORIZATION TO SEND TWO (2) TRANSIT EMPLOYEES TO GFI GENFARE FAREBOX TRAINING

SOURCE: Public Works Department - Transit

COMMENT: On August 8, 2011, the Porterville Transit System successfully installed GFI Genfare Odyssey electronic fareboxes on all transit vehicles. Over the past year, transit has enjoyed increased ridership and revenues since the installation of this equipment.

As part of the contract with GFI Genfare, transit and maintenance staff would receive in-depth training on the system at their headquarters located in Chicago, Illinois. The training is provided free of charge per our contract, but the City is required to pay airfare, hotel, and travel expenses to receive the training.

The GFI Odyssey Farebox Training provides detailed instruction on how to maintain the fareboxes over a three-day training course. Courses include: subassembly training, parts identification, disassemble and reassemble, testing, TRIM assembly, troubleshooting, and diagnostics. Staff estimates that travel expenses for the three-day training will be $1,000 per student.

The Odyssey Farebox warranty will expire in August 2013. The Transit Division has anticipated this expense and has budgeted funding for this training class in the FY 2012/2013 Annual Budget.

RECOMMENDATION: That the City Council:

1. Approve the travel expenses for one (1) transit and one (1) maintenance employee for the three-day training class on the GFI electronic fareboxes; and

2. Authorize staff to schedule training with GFI Genfare and prepare all training and travel documents.

ATTACHMENT: GFI Genfare Odyssey Training Schedule

p:/pubworks/general/council/transit - authorize transit employee training - 2012-08-07.doc

Appropriated/Funded: CM

Item No. 12
GFI Genfare
Odyssey Farebox Training

Odyssey Farebox Training

Day 1 – Overview
- GFI & its products
- Operation & Maintenance manual
- Training program outline
- Q & A session
- Factory tour & introductions
- Subassembly training
  Parts identification
  Disassemble & reassemble
  Adjustments & lubrication

Day 2 – Testing & Control Unit & Vault
Testing
- Main bracket
- Lower pedestal
- Lid
- Bill transport
- Electronic lock
- Coin cup
- Bypass mechanism
- Subassembly training (cont’d)
  - Control Unit
  - Cashbox
  - Receiver

Day 3 – TRIM
- TRIM assembly
- TRIM troubleshooting
- TRIM diagnostics

Day 4 – TRIM & Troubleshooting
- Troubleshooting
  - Breakdown
  - Assembly

Scheduling
Training is scheduled as follows:
- Odyssey (1-3/4 days)
- Vault (1/4 day)
- TRIM* (2 days)
*NOTE: Trainees who have taken TRIM training for the CENTSaBILL farebox only need one day of TRIM training.

Hours
Training begins each day at 8 a.m. and ends at 3 p.m. every day except the last day which ends at 1:30 p.m.

At GFI, use the lobby phone to call ext. 487 or 469 to gain entrance to the factory.
Training Sign-up
To make training reservations, call GFI's Training Dept. 847-593-8855, ext. 437. When your date is confirmed, GFI emails you a Training Checklist (below).

Fill out this Excel spreadsheet, save it, and attach it to your reply email.

Create a Permission Letter on your Transit Agency's letterhead signed by someone in authority. The letter grants security clearance for each (named) trainee to attend. Print as PDF file and attach to your returned email. Or fax to 847-593-8870, ATTN: Training Dept.

Who should attend?
Transit maintenance staff who service and maintain GFI equipment should attend.

Training cost
If your GFI equipment contract includes training, no payment is required during class. If not, trainees must bring a check for the full amount on the first day of class (pg. 6 has costs).

Expenses
The Transit Agency is responsible for travel, accommodations, breakfast and dinner.

Meals
Most hotels offer free breakfast. It may be purchased at others.

GFI provides a complimentary lunch. Trainees pick lunch from a menu from a different local restaurant each day; lunch is served at GFI.

Dinner is at their own expense at restaurants of their choice.

Lodging
GFI recommends:

<table>
<thead>
<tr>
<th>Schaumburg Hotels – Rental Car Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Inn &amp; Suites Schaumburg</td>
</tr>
<tr>
<td>La Quinta Schaumburg</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Elk Grove Village Hotels (below) – Shuttle Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holiday Inn Elk Grove</td>
</tr>
<tr>
<td>Country Inn &amp; Suites Elk Grove</td>
</tr>
<tr>
<td>Quality Inn &amp; Suites Elk Grove</td>
</tr>
<tr>
<td>La Quinta Elk Grove</td>
</tr>
</tbody>
</table>

Ask hotel about its shuttle bus operation hours and pick-up locales, etc., before making reservations. (See page 5.)

Dress Code
Trainees may wear comfortable casual clothes, but, for safety reasons, sandals/flip flops or shorts are not allowed. Safety goggles are required; wear GFI's goggles or bring your own.
TRANSPORTATION

Airline reservations

Do NOT schedule flights before confirming your training dates with GFI.
Trainees should fly into Chicago O'Hare airport the day before training starts and stay in a hotel. Schedule your return airline flight for NO EARLIER THAN 5 p.m. the last day of class.

Ground transportation (airport - hotel - GFI)

The Transit Agency is responsible for pre-arranging trainees' transportation from the airport to the hotel and to GFI and back. Reserve a rental car or schedule your Elk Grove Village hotel's shuttle bus for specific times/dates. Taxi cabs and PACE buses are available.

If you have problems getting to GFI on the morning of training, call 847-593-8855 x 469.

HOTEL SHUTTLE BUS (for trainees without rental cars)

WEEKS BEFORE YOUR TRIP - When making your hotel reservations to GFI-recommended hotels in Elk Grove Village, ask about their shuttle service operating days/hours plus pick-up and drop-off locations (i.e. O'Hare airport, Woodfield mall, GFI in Elk Grove business park).
If reservations for hotel shuttle airport pickup are not possible, verify that the hotel's shuttle service operates during your plane's arrival time. If they cannot pick you up at the airport, a taxi to your hotel usually costs $20. Some hotels have more shuttle buses and operate longer hours than others. Some only shuttle between airport and hotel. Elk Grove Village Hotels are less than 3 miles (6 minutes) from GFI. (Schaumburg Hotels are 6 miles from GFI and require a rental car but offer more opportunities after work.)
NOTE: Schedule your return airline flight for approximately 5 p.m. on the last day of class.

THREE DAYS BEFORE CLASS - Call hotel to confirm your hotel shuttle bus arrangements.

<table>
<thead>
<tr>
<th>HOTEL SHUTTLE BUS SCHEDULE (SAMPLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hotel shuttle departure time</strong></td>
</tr>
<tr>
<td>Day before class when your plane arrives in Chicago</td>
</tr>
<tr>
<td>Every day of class except last day</td>
</tr>
<tr>
<td>3 p.m.</td>
</tr>
<tr>
<td>Last day of class</td>
</tr>
</tbody>
</table>

*NOTE 1: You may need to be ready earlier if your hotel is shuttling other guests, too.
**NOTE 2: Check hotel's shuttle hours for scheduling your return trip from these locations.

EACH MORNING OF CLASS - be in the hotel's specified location for the hotel shuttle bus at approximately 7:45 a.m. (or a pre-arranged time) for a hotel shuttle ride to arrive GFI by 8 a.m. (Or drive to GFI by 8 a.m. PROBLEMS getting to GFI, call GFI at 847-593-8855, ext. 469.)
At GFI, use the lobby phone to call ext. 487, 469 or 428 to enter the building.

EACH AFTERNOON AFTER CLASS - Take your hotel shuttle bus at 3 p.m. (you pre-scheduled with your hotel) from GFI to hotel or Woodfield Mall or O'Hare (follow signs for CTA Blue Line train to downtown Chicago).

LAST DAY OF CLASS: Drive or take hotel shuttle bus (prescheduled) at 1:30 p.m. from GFI to O'Hare Airport.
RENTAL CAR – RESERVE WEEKS BEFORE YOUR TRIP
(optional)

<table>
<thead>
<tr>
<th>Car Rental Agencies at O'Hare Airport</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo</td>
<td>(800) 327-9633</td>
</tr>
<tr>
<td>Avis</td>
<td>(800) 331-1212</td>
</tr>
<tr>
<td>Budget</td>
<td>(800) 527-0700</td>
</tr>
<tr>
<td>Dollar</td>
<td>(800) 800-4000</td>
</tr>
<tr>
<td>Enterprise</td>
<td>(800) 867-4595</td>
</tr>
<tr>
<td>Hertz</td>
<td>(800) 654-3131</td>
</tr>
<tr>
<td>National</td>
<td>(800) 227-7368</td>
</tr>
</tbody>
</table>

This model MAY not be available

Woodfield mall & Streets of Woodfield & hotels in Schaumburg

751 Pratt Blvd
Elk Grove Village, IL
60007

O'Hare Airport
UPON ARRIVAL AT O'HARE AIRPORT

1. After your plane lands* at O'Hare, follow signs to the baggage claim area to retrieve your luggage.

2. RENTAL CAR USERS – with an existing rental car reservation, follow signs to your rental car agency’s courtesy bus located just outside the door on the lower level of each terminal. (Or if you do not have a reservation, use the rental car agency courtesy phones - located on the baggage claim level of each terminal.)

3. *HOTEL SHUTTLE BUS USERS - upon landing, use your cell phone to call your hotel for a pickup. Otherwise, after retrieving your luggage, follow signs to the Bus Shuttle Center and use the hotel courtesy phone to call your hotel in Elk Grove Village (or Schaumburg). The hotel will confirm your reservations and have a hotel van pick you up. Be sure the van is going to your hotel in the correct town.

*If trainees get a rental car, they can stay at Schaumburg hotels & drive 6 miles to GFI. After work they can walk to Woodfield Mall area’s comedy clubs, movies, restaurants, shopping, transit to downtown Chicago.
SUBJECT: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR TRANSIT SERVICE TO THE TULE RIVER INDIAN RESERVATION

SOURCE: Public Works Department - Transit

COMMENT: On April 30, 2012, Staff received notice that the City of Porterville was awarded a Job Access and Reverse Commute (JARC) Federal Transit Administration (FTA) Section 5316 grant. The purpose of the grant is to expand service to the Porterville Industrial Park (Route 9) and the Tule River Indian Reservation (Route 10). Total funding for this project is $367,480.00 for a period of one year.

Since the notice of award, Staff has been meeting regularly with Tribal representatives to discuss the design and concept of the expansion route. From these meetings, representatives from both parties have agreed to the framework and responsibilities of both the City of Porterville and the Tule River Indian Reservation.

The attached Memorandum of Understanding (MOU) outlines the concept and basic principles governing the implementation and operation of a fixed route bus service between Porterville and the Tule River Indian Reservation. It is Staff's recommendation that the City begin operation of limited bus service between the two communities. This effort will enhance access by Tribal members to employment and educational opportunities in Porterville and will allow better access to social and medical services. The expanded route service also incorporates the intentions of sustainable transportation, air quality improvements and increased access for residents of Porterville to the Tule River Indian Reservation for employment and recreational purposes.

RECOMMENDATION: That the City Council:

1. Approve the attached Memorandum of Understanding between the Tule River Indian Reservation and the City of Porterville for transit service to the Reservation; and

2. Authorize the Mayor to sign the attached Memorandum of Understanding.

ATTACHMENT: Memorandum of Understanding between the Tule River Indian Reservation and the City of Porterville.
Memorandum of Understanding

Between the

Tule River Indian Tribe

and the

City of Porterville

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into on August 7, 2012, by and between Tule River Indian Tribe, hereinafter referred to as the Tribe; and the City of Porterville, hereinafter referred to as the City.

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to outline the concept and basic principles governing the implementation and operation of a fixed route bus service between Porterville and the Tule River Indian Reservation. It is the desire of both the Tribe and the City to begin operation of limited bus service between the two communities. The goals of the project is to enhance access by Tribal members to employment and education opportunities in Porterville, as well as, better access to social and medical services. The project goal also incorporates the intentions of sustainable transportation, air quality improvements and increased access for residents of Porterville to the Tule River Indian Reservation for employment and recreational purposes.

II. Background

For a number of years informal discussions have been held between the Tribe and the City on options for enhancement of access to the Reservation. Those discussions included the concept of operating a fixed route (regularly scheduled) bus between the Downtown Transit Center in Porterville and the Reservation. The concept is to provide access to the entire Porterville area and provide direct connection for that community to the Reservation. This proposed fixed-route transit service, hereinafter referred to as Route 10, was included in the recently completed 2012 Porterville Short Range Transit Plan, and was recommended for future implementation. Subsequently, the City of Porterville submitted a series of grant applications to the Federal Transit Administration (FTA), requesting funds to operate Route 10, in addition to other transit enhancements. In 2012, FTA awarded the City funds to operate the Route 10 service for one year. It is this grant funding and its schedule requirements that are the impetus for this MOU.
It should be noted that the Tribe has also submitted a grant application to the Federal Transit Administration, under a separate program, to secure funding to operate transit service. At this time, the Tribe is still awaiting an announcement on the success of that additional grant.

III. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2012 and expires September 30, 2013, or at such time as deemed appropriate by either the Tribe or the City.

IV. Tribe Responsibilities

The Tribe shall undertake the following activities during the duration of the MOU term:

1. Continue to operate its current park and ride shuttle between the Eagle Mountain Casino and the Reservation Park and Ride located on State Route 190, Monday through Friday, from 7:00 PM to 7:00 AM; on Saturday from 5:00 PM; all day Sunday; and on those days the City Transit Service does not operate.

2. Provide input to the City about the Route 10 service.

3. Continue to provide shuttle service for all special events at the Reservation.

4. Operate a demand response reservation circulator service, Monday through Saturday between 7:00 AM and 7:00 PM.

5. Provide a suitable location on the Reservation where Route 10 can pick up and drop off passengers and should the Tribe begin operation of a reservation circulator service, exchange passengers.

V. City Responsibilities

The City shall undertake the following activities during the duration of the MOU term:

1. The City will administer, operate and maintain the Route 10 bus service.

2. Route 10 will have designated stops at the Porterville Downtown Transit Center, the Reservation Park and Ride and at the Eagle Mountain Casino.

3. Route 10 will operate Monday through Friday from 7:00 AM to 7:00 PM and on Saturday from 9:00 AM to 5:00 PM, with 40 minute headways, using two buses. The service will not operate on selected holidays.
4. The City will provide free transit service to all Tribal members and designated employees with valid identification or passes on Route 10, as well as, all other Porterville Transit fixed routes.

5. Rides will also be made available for guests of the Eagle Mountain Casino at no cost through a fare payment program. Full fare payment will be required at initial boarding locations on Porterville Transit with free transfers to Route 10. For return trips, Casino Guests will be provided a voucher or token by the Casino for payment of the transit fare. Said vouchers or tokens will be returned to the Casino each month with a charge for a one-way fare.

VI. The Tribe and the City Agree to the Following Provisions:

1. Both the Tribe and the City agree to mutually support marketing efforts for the Route 10 service and Porterville Transit. Documents prepared by the City and intended for publication and distribution will be submitted to the Tribe for review prior to publication or distribution. Should the Tribe wish to promote Route 10 or the Porterville Transit service, their documents will be submitted to the City for review prior to publication or distribution. The following documents are intended for marketing and promotion:

   - Brochure
   - Fact sheet
   - Media campaigns and advertisements
   - Newsletter
   - Press release or other press materials
   - Public Service Announcement

2. Ridership data will be available for both parties at the beginning of each quarter for the prior quarter’s performance.

3. Incidents involving Route 10 vehicles and/or passengers shall be reported immediately to the Tribe and the City.

4. All Route 10 passengers shall adhere to the Porterville Transit “Rules for Riding”

VII. Federal and State Requirements

The Tribe and the City acknowledge that they are both subject to state and federal requirements and that those will be incorporated into the final agreement for this project.

Further, the Transportation Development Act (TDA) provides support for the Porterville Transit system and requires the City to maintain a fare box ratio (fare revenues / operation costs) of 20%.
VIII. Funding

1. Initial funding for this program is available to the City through its successful grant application from the Federal Transit Administration - Section 5316 Job Access and Reverse Commute (JARC) funds. Due to the high volume of applications, and limited funds available, operating funds were provided for only one year, with the potential for additional years if the service proves successful.

2. To fully fund the program at the desired level of service, the Tribe will agree to purchase on a monthly basis 350 Porterville Transit passes at $36 each.

3. For Eagle Mountain Casino guests returning home from the Casino via Route 10, the Tribe will pay the price of a one-way fare for each voucher or token returned by the City at the end of each month.

IX. Effective Date and Signature

This MOU shall be effective upon the signature of the Tribe and the City authorized officials. It shall be in force from October 1, 2012 through September 30, 2013. The Tribe and the City indicate agreement with this MOU by their signatures.

Tule River Indian Reservation

City of Porterville

Chairman,
Tule River Indian Reservation

Mayor,
City of Porterville

Date

Date

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SUBJECT: 2011 SAFER GRANT (STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE)

SOURCE: FIRE DEPARTMENT

COMMENT: The Fire Department applied for a 2011 “SAFER” grant in May of 2012 and was notified of award on July 6, 2012. The grant has a four-year performance period with federal funding of $138,700 and no local match required. The grant program is intended to increase fire department staffing levels at emergency incidents and to augment daily shift staffing through the recruitment and retention of additional reserve (part-time) firefighters. Subsequent to completion of the four-year grant, the City of Porterville is not obligated to continue the program, but can choose to do so if desired.

RECOMMENDATIONS: That the City Council:

1) Accept the 2011 SAFER Grant award;

2) Authorize an increased allocation of reserve (part-time) firefighters from 20 to 30; and

3) Authorize staff to implement the grant-funded stipend program for reserve firefighters.

ATTACHMENTS: 2011 SAFER Grant Summary
2011 SAFER GRANT (Staffing for Adequate Fire and Emergency Response)

Outline of program components and allocation of grant funding:

1. Recruitment of 10 additional reserve firefighters, bringing the total number of allocated reserve firefighter positions in the fire department to 30.

2. Pre-employment physicals for 10 reserve firefighters, i.e. $2,500 during the first 12-month period.

3. Reserve firefighter coordinator funding of $28,800 at $7,200 per year for each of the four years. This funding would be applicable to time spent managing the reserve firefighter program by the department’s existing coordinator.

4. Uniforms for 10 reserve firefighters, i.e. $4,500 during the first 12-month period and $3,500 during the third 12-month period, totaling $8,000.

5. Turnouts for 10 reserve firefighters, i.e. $25,000 during the first 12-month period.

6. Firefighter 1 Academy training for reserve firefighters, i.e. $4,200 for each of the four years, totaling $16,800.

7. Stipend for reserve firefighters, i.e. $14,000 for each of the four years, totaling $57,600. This component would compensate reserve firefighters performing “station time” with a stipend to offset lost wages while away from their full-time jobs, as well as uniform upkeep, meal expenses, and potential child care. Stipends would be applicable to 12- and 24-hour assignments at the rate of $60 and $120, respectively. Stipends are not to be construed as an hourly wage, but as reimbursement for lost wages and expenses incurred while performing reserve firefighter duties.

8. The City of Porterville Fire Department has a 90-day recruitment obligation commencing on the day of award, July 6, 2012; the recruitment of 10 additional reserve firefighters must be completed by October 3, 2012.
SUBJECT: LICENSE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND DONALD'S CHILDREN'S AMUSEMENT FOR THE OPERATION OF A TRACKLESS TRAIN

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: At the July 5, 2012, Parks and Leisure Services Commission meeting, Mr. Donald Thulin submitted a proposal to operate a trackless train in the City parks. The train would be operated on weekends, holidays, and at special events. That evening the Commission passed a recommendation to accept and grant Mr. Thulin’s proposal. A similar proposal was granted to Funtastic Attractions, whose agreement expired on December 31, 2011. Funtastic Attractions has been contacted and does not wish to pursue extending their agreement.

The train is a golf cart with its speed governed for safety purposes. The routes will be the same as those approved by the previous vendor. Mr. Thulin currently possesses a business license with the City of Porterville and has the appropriate liability insurance coverage.

RECOMMENDATION: That the City Council approve the License Agreement between the City of Porterville and Donald’s Children’s Amusement

ATTACHMENTS: 1. License Agreement between the City of Porterville and Donald’s Children’s Amusement
2. Route maps

ITEM NO.: 15
AGREEMENT BETWEEN DONALD’S CHILDREN’S AMUSEMENT
AND
CITY OF PORTERVILLE

This Agreement is made and entered into this _______ day of August, 2012, by and between the City of Porterville, hereinafter referred to as “CITY”, and Donald Thulin owner and operator of Donald’s Children’s Amusement, hereinafter referred to as “LICENSEE”.

PURPOSE OF AGREEMENT

LICENSEE desires to operate a trackless train for the dates herein stated.

NOW THEREFORE, IT IS MUTUALLY AGREED UPON AS FOLLOWS:

TERMS AND CONDITIONS

1. The term of this License shall be seventeen (17) months commencing August 11, 2012, through December 31, 2013. The LICENSEE shall be required to submit, and have approved by the Parks and Leisure Services Director, a schedule of operations, and any changes thereto, prior to commencing operations.

2. This License is contingent upon LICENSEE obtaining all permits and licenses required by the CITY and the State of California.

3. The License Agreement may be extended at the option of the LICENSEE for an additional seventeen (17) month period, with the same terms and conditions specified in this Agreement, provided the LICENSEE provides Notice of Intent to extend Agreement at least 30 days prior to expiration of the initial period. The additional period would be August 2013 through December 2014.

4. The LICENSEE shall, at all times during the term of said License, keep and maintain an amusement ride open for the convenience of patrons at Murry, Zahud, and Veterans’ Parks at the times specified in the schedule approved by Parks and Leisure Services Director, or at any other time the CITY deems the operation of the attractions necessary for special activities. Failure to operate the attraction during the specified periods is a breach of this Agreement and shall constitute grounds for termination of this Agreement.

5. The LICENSEE shall keep and maintain equipment and grounds at and around said attraction in safe condition and repair, and shall operate its trackless train in a safe manner.

6. The LICENSEE shall coordinate the proposed route of the ride with the Parks and Leisure staff.
7. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License. The termination of this License shall be effective immediately upon written notice by the City if it pertains to safety of patrons; otherwise it will be effective 30 days after receipt of written notice of termination.

8. If this Agreement is terminated by the CITY without cause prior to the conclusion of the initial License term, and a similar organization enters into an Agreement with the CITY for similar services, the CITY shall reimburse LICENSEE for the documented start-up expenditures for the remaining months of the contract, based on average monthly income received in prior months of the license period.

9. The LICENSEE shall not assign, transfer or convey this License or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY, and said consent can be withheld for any reason.

10. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or the parties engaging in joint ventures.

11. The LICENSEE shall pay to the CITY, by the 5th day of each month, a fee of 10% of fees collected in which the attraction is utilized on CITY property.

12. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on, or conducted upon the premises by the LICENSEE, together with costs and attorney’s fees and shall secure, at LICENSEE’S expense, liability insurance indemnifying the CITY and the LICENSEE in the sum of one million dollars ($1,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, naming the CITY, it officers, agents and employees as an additional insured on LICENSEE’S policy. LICENSEE shall require that the users of its Trackless Train attraction, or the parents or legal guardians, if applicable, execute valid waivers and releases of liability concerning users’ participation and use of the attraction. Said waivers shall include a notification that the attraction is operated by Donald’s Children’s Amusement and is not operated or affiliated with the City.

13. The LICENSEE shall maintain Workers’ Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE’S concessionary interest to the extent as provided by law.

14. The LICENSEE shall maintain a City of Porterville Business License during the term of this Concession License.
15. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand.

16. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, without resulting in damage to the premises, and the LICENSEE hereby acknowledges the premises are currently in good condition and repair.

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

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

IN WITNESS WHEREOF the parties have executed this License Agreement at Porterville, California this _____ day of _________, 2012.

CITY OF PORTERVILLE          LICENSEE

By: ___________________          By: ___________________
    Virginia R. Gurrola, Mayor          Donald Thulin

ATTEST:
John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy Clerk

APPROVED AS TO FORM:

__________________________
Julia M. Lew, City Attorney
Murry Park
500 E. Putnam
SUBJECT: RENEWAL OF PERSONNEL EXAMINING SERVICES AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND COOPERATIVE PERSONNEL SERVICES

SOURCE: ADMINISTRATIVE SERVICES/ HUMAN RESOURCES DIVISION

COMMENT: In order for the City to continue to participate in the written testing programs offered through Cooperative Personnel Services (CPS), the attached Test Security Agreement must be approved by the City Council. This agreement is a vital personnel tool in the evaluation process for screening and selecting qualified individuals for employment. For the specific test services that the City utilizes, there are no proposed increases in fees since our last agreement.

RECOMMENDATION: That the Council approve the draft resolution authorizing renewal of the Test Security Agreement with Cooperative Personnel Services, and authorize the City Manager or his designee to sign on behalf of the City.

Attachment: Draft Resolution
Test Rental and Use Agreement

Item No. 16
RESOLUTION NO. __________-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO RENEW THE PERSONNEL EXAMINATION SERVICES AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND COOPERATIVE PERSONNEL SERVICES

WHEREAS, the previous agreement for personnel examining services with Cooperative Personnel Services will expire in September 2012; and

WHEREAS, such an agreement is a vital personnel tool in the evaluation process for selecting qualified individuals for certain key positions.

NOW, THEREFORE, BE IT RESOLVED that the Porterville City Council does hereby authorize the City Manager or his designee to enter into and sign an agreement with Cooperative Personnel Services for the purpose of performing examining services for the City of Porterville

PASSED, APPROVED, AND ADOPTED this 7th day of August, 2012.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By
Patrice Hildreth, Chief Deputy City Clerk
TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

A. Purpose. This Agreement defines CPS HR test rental, use and security policies and procedures. CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.
1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

C. Test Materials. Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CQs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

D. Test Security. CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.
1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.
1. Review Copies. Review of CPS HR tests, regardless of format, is subject to the test security standards.
   (a) Test Rental Division: To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).
   (b) SLPP: CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
   (c) On-line Testing: To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.
   (a) Test Rental Division and SLPP:
      (i) To insure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.
      (ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.
   (b) On-line Testing:
      (i) To insure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.
      (ii) Client recognizes that CPS HR has no control over the functioning of the Internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

2012 - 2014 CPS HR – Test Rental 2 Year Agreement

Client Initials _______
3. After the test date.
   (a) Test Rental Division and SLPP:
      (i) Within 10 business days of the test date,
           Client shall return to CPS HR all Test
           Materials including all materials provided by
           CPS HR for the test administration.
      (ii) Client shall not reuse printed tests on
           the test date or on any other date but shall
           return Test Materials to CPS HR, whether
           or not the test was administered.
   (b) On-line Testing:
      (i) After the scheduled test date(s), CPS HR
          will suspend access to the on-line test site.
      (ii) Within 10 business days of the test date,
           Client shall destroy all CPS HR Test
           Materials including scratch paper and note
           paper in a way that make the materials
           unrecoverable.

F. Billing, Pricing, and Payment.
   1. CPS HR shall bill Client at the billing address
      provided in Exhibit A, unless notified in writing of a
      new billing address.
   2. The bill shall be derived from the most current
      applicable Rate Sheet(s): Exhibit B for Test Rental,
      Exhibit C for SLPP, and Exhibits D and E for On-line
      Testing. Client acknowledges and understands that
      the Test Price List(s) are only effective as of the date
      shown each of them and are subject to change.
   3. Client shall be billed for any work done on a canceled
      or postponed test up to the time CPS HR is notified
      of such cancellation or postponement. With certain
      circumstances, and in CPS HR's sole discretion,
      credit may be given for work already performed if the
      test is rescheduled.
   4. CPS HR may charge Client for lost or compromised
      tests if Test Materials are not timely returned.
   5. Client agrees to and shall pay all invoices within thirty
      (30) days of receipt of invoice.

G. Candidate Inspections
   1. Test Materials.
      CANDIDATE INSPECTION OF TEST MATERIALS
      SHALL NOT BE ALLOWED EXCEPT IN CASE OF
      ANSWER SHEETS AS DESCRIBED BELOW
   2. Answer Sheets.
      (a) If a candidate files a protest regarding the
          scoring of his or her test, inspection of a
          candidate's own answer sheet(s) for the
          purpose of detecting whether any clerical or
          other error has been made in the scoring of the
          answer sheets shall be allowed, upon request
          by the Client, for a 10-business-day period
          immediately following the notification to the
          candidate of test results.
      (b) Candidates are not allowed to review the
          question booklet during this inspection period.
      (c) Not more than one hour will normally be
          allowed for answer sheet(s) review. A
          representative of Client's Personnel or
          Administrative office shall be present to assure
          that no changes or marks of any kind are made
          by the candidate on the answer sheet(s) or
          keyed answer sheet.

H. Client Responsibilities.
   1. Client shall perform all parts of the testing process
      which are not performed by CPS HR. Client has the
      responsibility for assuring that the testing process
      performed by Client conforms to any applicable laws,
      rules or ordinances, and for the test as a whole.
      Under the federal Uniform Guidelines on Employee
      Selection Procedures, the Client as test user is
      responsible for the results of the selection process, 
      and Client understands and acknowledges that it
      must be prepared to demonstrate that the process is
      valid and meets other testing standards if it adversely
      affects groups protected by fair employment laws.
   2. Client is responsible for insuring that all persons who
      handle or have access to Test Materials in any
      capacity for Client shall do so in compliance with this
      Agreement, and are trained to handle Test Materials
      and administer tests before they do so.

I. Legal Proceedings Involving Test Materials.
   1. If Client receives notice of any administrative or court
      proceeding involving a CPS HR test, or a request for
      disclosure of Test Materials, such as a subpoena, or
      a public records or freedom of information request,
      Client shall notify CPS HR of such request
      immediately and well before a response is due.
   2. Upon CPS HR request, Client shall maintain the
      confidentiality of the Test Materials pending the grant
      or denial of a protective order or the decision of a
      court or administrative body as to whether the
      requested Test Materials must be disclosed under
      the applicable public records statute.
   3. Client shall cooperate with CPS HR in seeking any
      relief necessary to maintain the confidentiality of the
      Test Materials.
   4. Client shall indemnify and hold CPS HR harmless
      from and against any and all claims, costs, damages,
      losses, liabilities and expenses (including reasonable
      attorney fees and costs) arising out of or in
      connection with administration of a test, or with
      maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.
   1. Term. This Agreement is effective beginning the
      date it is signed by both parties and continuing for
      two years thereafter unless earlier terminated by
      either party as stated below.
   2. Immediate Termination upon Material Breach. Either
      party may terminate this Agreement immediately
      upon any material breach by the other party. For
      purposes of this Agreement, but without limiting the
      meaning of material breach, any breach of the test
      security provisions, however minor, shall be
      considered a material breach. Client understands
      and acknowledges that immediate termination by
      CPS HR may result in the withholding or recall of
      Test Materials.
   3. Termination Without Cause. CPS HR and Client may
      terminate the Agreement without cause upon thirty
      days written notice to the other party.
   4. Return of Test Materials. Upon termination of the
      Agreement, Client shall immediately return to CPS
      HR any Test Materials that it possesses.
K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 241 Latham Way, Sacramento, CA 95815.

2. Dispute Resolution; Remedies. 
   (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
   (b) If either CPS HR or Client determines to file a judicial action, then, in addition to any other remedies available at law or in equity to the parties for breach of this Agreement, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Waiver. The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.

5. Entire Agreement; Modifications. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

6. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.

7. Interpretation; Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.

8. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will insure all individuals handling and/or administering tests are properly trained.

Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority

By: __________________________
Authorized Signature

Name: Vicki Quintero Brashear
Title: Test Rental Program Manager
Date: ________________________

CPS HR

Client

By: __________________________
Authorized Signature

Name: John Lollis
Title: City Manager
Email: jlollis@ci.porterville.ca.us
Date: August 7, 2012

City of Porterville

2012 – 2014 CPS HR – Test Rental 2 Year Agreement

- 3 -
Exhibit A

Authorized Representative(s) (use an additional page if needed) By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patricia Hildreth, Administrative Services Manager</td>
<td>(559)762-7442</td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:philreth@ci.porterville.ca.us">philreth@ci.porterville.ca.us</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Cardoza, HR Administrative Analyst I</td>
<td>(559)782-7444</td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:scardoza@ci.porterville.ca.us">scardoza@ci.porterville.ca.us</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shauna Craig, HR Assistant</td>
<td>(559)782-7465</td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:scraig@ci.porterville.ca.us">scraig@ci.porterville.ca.us</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hortencia Diaz, Clerical Assistant III</td>
<td>(559)782-7441</td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:hdiax@ci.porterville.ca.us">hdiax@ci.porterville.ca.us</a></td>
<td></td>
</tr>
</tbody>
</table>

II. Billing Contact

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hortencia Diaz, Clerical Assistant III</td>
<td></td>
<td>8/7/12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Porterville</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>291 N. Main Street; Porterville, CA 93257</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:hdiaz@ci.porterville.ca.us">hdiaz@ci.porterville.ca.us</a></td>
<td>(559)782-7441</td>
<td>(559)782-7452</td>
</tr>
</tbody>
</table>

III. Physical Address

<table>
<thead>
<tr>
<th>Agency / Department Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Porterville - Human Resources</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>291 N. Main Street; Porterville, CA 93257</td>
<td></td>
</tr>
</tbody>
</table>
### Exhibit B

#### CPS HR Test Rental Division Rates (Effective March 25, 2009 – Subject to Change)

<table>
<thead>
<tr>
<th></th>
<th>STOCK TESTS*</th>
<th>MODULAR TESTS</th>
<th>SEMI-STOCK TESTS</th>
<th>CUSTOM TESTS</th>
<th>AGENCY TESTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Fee (per order)</strong> ‡</td>
<td>$295.00</td>
<td>$395.00</td>
<td>$595.00</td>
<td>$995.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>1-100 Candidates (per candidate)</td>
<td>$9.00</td>
<td>$12.00</td>
<td>$14.00</td>
<td>$15.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>101-500 Candidates (per candidate)</td>
<td>$8.50</td>
<td>$11.00</td>
<td>$13.00</td>
<td>$14.00</td>
<td>$9.50</td>
</tr>
<tr>
<td>501+ Candidates (per candidate)</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$12.00</td>
<td>$13.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>New Item Writing/Entry</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$35 per item</td>
<td>N/A</td>
</tr>
<tr>
<td>Pick Up/Handling</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Standard Shipping/Handling **</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Expedited Shipping/Handling **</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>Premium Shipping/Handling **</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Shipping outside contiguous U.S.</td>
<td>CALL FOR DETAILS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Entry Law/Fire Candidate Preparation Manuals **Now available Online**
- Quantity Per Booklet/Candidate Fee
  - 10 - 1000: $3.00
  - 1001+: Call for volume discount details

#### Structured Interview Packages
- Base Fee: $595.00
- Per Candidate Fee:
  - 1 - 500: $7.50

* CPS HR will apply a credit of $35.00 for each fully paid UNOPENED package of Stock Exams of test booklets on the current STOCK test order.

** Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date. Orders placed less than 3 business days prior to the test date will be charged at the premium shipping rate.

Semi-Stock, Modular and Custom Tests require Job Analysis Workbooks or Job Specifications

‡ Base fee includes the following at no additional charge: Proctor’s Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

### SPECIAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock Supplements</td>
<td>$2.00 per book when ordered with a Stock test</td>
</tr>
<tr>
<td>Writing Proficiency Exam</td>
<td>$350.00 Base Fee + $15.00 per candidate (Professional Scoring included)</td>
</tr>
<tr>
<td>Scoring Keys and Scoring Overlays</td>
<td>$10.00 per key or overlay</td>
</tr>
<tr>
<td>Faxing/Emailing of Test Results</td>
<td>Available at no additional charge</td>
</tr>
<tr>
<td>Re-Scoring/Hand-Scoring of Answer Sheet</td>
<td>$30.00 (Requested directly by Agency)</td>
</tr>
<tr>
<td>Non-specified special services</td>
<td>CALL FOR DETAILS (Billed at applicable hourly rate)</td>
</tr>
</tbody>
</table>

### Test Rental Contact Information:

CPS HR Consulting  
Attn: Test Rental Division  
241 Lathrop Way, Sacramento CA 95815  

Telephone: 916.263.1800 / Toll Free 866.867.5272  
Fax: 916.921.6240 / E-mail: testrental@cps.ca.gov

---

2012 – 2014 CPS HR – Test Rental 2 Year Agreement
## Exhibit C

Spanish Language Proficiency Test Rental Division Rates
Effective March 25, 2009 -- Subject to Change

<table>
<thead>
<tr>
<th></th>
<th>WRITTEN TEST</th>
<th>ORAL TEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Fee (per order)</strong></td>
<td>$295.00</td>
<td>$295.00</td>
</tr>
<tr>
<td><strong>Per Booklet Fee</strong></td>
<td>$9.00</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Per Tape Scoring Fee</strong></td>
<td>N/A</td>
<td>$120.00</td>
</tr>
<tr>
<td>Expedited Shipping</td>
<td>*20%</td>
<td>*20%</td>
</tr>
</tbody>
</table>

*Orders placed less than two weeks prior to the exam date will incur expedited shipping charges

**Per Booklet Fee will be charged for number of books ordered

***Billed for the number rated

## SPECIAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faxing/Emailing Test Results</td>
<td>Available at no additional charge</td>
</tr>
<tr>
<td>Hand Scoring</td>
<td>$30.00</td>
</tr>
<tr>
<td>Proctoring Services</td>
<td>Call for details/quote</td>
</tr>
<tr>
<td>SLPP Extended Use Program</td>
<td>Call for details</td>
</tr>
</tbody>
</table>

## Charges for Cancellations, and Lost or Compromised Tests

Minimum cancellation charge once a SLPP order is shipped is $200.00.

For each lost **written** test, there will be a base charge of $10,000. For each additional copy (test) of the same test that is lost, there will be a $75 charge with a maximum total charge of $20,000.

For each lost **oral** test, there will be a base charge of $15,000. For each additional copy (test) of the same test that is lost, there will be a $75 charge with a maximum total charge of $20,000.
Exhibit D

CPS HR On-line Testing Rates
Effective January 1, 2010 – Subject to Change

<table>
<thead>
<tr>
<th>Annual Base Fee</th>
<th>$175.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for on-line testing in a true tiered scheduled**:</td>
<td></td>
</tr>
<tr>
<td>1 - 25 Candidates (per candidate)</td>
<td>$25.00</td>
</tr>
<tr>
<td>26 - 75 Candidates (per candidate)</td>
<td>$22.50</td>
</tr>
<tr>
<td>76 + Candidates (per candidate)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Non-specified special services – Call for Details</td>
<td></td>
</tr>
</tbody>
</table>

**Note: Tests are considered consumed if test identification is submitted to the system.
Exhibit E

CPS HR On-line Skills Test Pricing Schedule
Effective January 1, 2010 – Subject to Change

<table>
<thead>
<tr>
<th>Online Skills Test Pricing Schedule</th>
<th>Fee Per Test**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 25 Candidates (per candidate)</td>
<td>$20.00</td>
</tr>
<tr>
<td>26 - 100 Candidates (per candidate)</td>
<td>$18.00</td>
</tr>
<tr>
<td>101 - 250 Candidates (per candidate)</td>
<td>$17.00</td>
</tr>
<tr>
<td>251 - 1,000 Candidates (per candidate)</td>
<td>$15.00</td>
</tr>
<tr>
<td>1,001 - 2,500 Candidates (per candidate)</td>
<td>$10.00</td>
</tr>
<tr>
<td>2,500+ Candidates (per candidate)</td>
<td>$8.00</td>
</tr>
</tbody>
</table>

**When multiple tests are combined into a test battery each test is charged separately.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Skills</td>
<td>Advanced Skills</td>
<td>Standard</td>
</tr>
<tr>
<td>Basic Skills</td>
<td>Basic Skills</td>
<td>Power User</td>
</tr>
<tr>
<td>Standard</td>
<td>Standard</td>
<td>**Includes Word, Excel, and PowerPoint</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Skills</td>
<td>Advanced Skills</td>
<td>Computing</td>
</tr>
<tr>
<td>Basic Skills</td>
<td>Basic Skills</td>
<td>Internet</td>
</tr>
<tr>
<td>Standard</td>
<td>Standard</td>
<td>Software Skills</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Windows XP</th>
<th>Other Exams</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Skills</td>
<td>Basic Computer Literacy</td>
</tr>
<tr>
<td>Basic Skills</td>
<td>Excel Functions</td>
</tr>
<tr>
<td>Standard</td>
<td>Internet Literacy (with Explorer)</td>
</tr>
<tr>
<td></td>
<td>Outlook 2003 or 2007 - Standard</td>
</tr>
<tr>
<td></td>
<td>Publisher 2003 - Standard</td>
</tr>
</tbody>
</table>

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
241 Lathrop Way, Sacramento CA 95815

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cps.ca.gov

2012 – 2014 CPS HR – Test Rental 2 Year Agreement
SUBJECT: PRELIMINARY INTERIM FINANCIAL STATUS REPORTS

SOURCE: Finance Department

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order #10-011607 approved the recommended change in submittal of the Interim Financial Status Reports and established the requirement and parameters for the presentation of the reports.

In accordance with Council Minute Order #10-011607, the interim financial status reports for the 4th fiscal quarter ended June 30, 2012, are submitted. The reports presented are preliminary as accruals of both revenues and expenditures are still being processed.

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

ATTACHMENTS: Preliminary interim financial reports
CITY OF PORTERVILLE

REVENUE STATUS REPORT - GENERAL FUND
FOR THE YEAR ENDED
JUNE 30, 2012 AND JUNE 30, 2011
PRELIMINARY

<table>
<thead>
<tr>
<th>REVENUE SOURCE</th>
<th>2011-2012 Estimated Revenue</th>
<th>2011-2012 Year-to-Date Revenue</th>
<th>% of Estimate</th>
<th>2010-2011 Estimated Revenue</th>
<th>2010-2011 Year-to-Date Revenue</th>
<th>% of Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY TAXES</td>
<td>$6,737,435</td>
<td>$6,616,500</td>
<td>98.21%</td>
<td>$6,712,085</td>
<td>$6,743,000</td>
<td>100.46%</td>
</tr>
<tr>
<td>OTHER TAXES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALES AND USE TAX</td>
<td>3,432,288</td>
<td>3,527,622</td>
<td>102.78%</td>
<td>3,261,913</td>
<td>3,343,420</td>
<td>102.50%</td>
</tr>
<tr>
<td>UTILITY USERS TAX</td>
<td>3,950,000</td>
<td>3,930,199</td>
<td>99.50%</td>
<td>3,824,573</td>
<td>4,048,106</td>
<td>105.84%</td>
</tr>
<tr>
<td>TRANSIENT OCCUPANCY TAX</td>
<td>285,000</td>
<td>288,186</td>
<td>101.12%</td>
<td>310,000</td>
<td>301,029</td>
<td>97.11%</td>
</tr>
<tr>
<td>PROPERTY TRANSFER TAX</td>
<td>46,000</td>
<td>53,445</td>
<td>118.77%</td>
<td>60,000</td>
<td>57,373</td>
<td>95.62%</td>
</tr>
<tr>
<td>FRANCHISE TAX</td>
<td>1,461,134</td>
<td>1,465,957</td>
<td>99.65%</td>
<td>1,476,134</td>
<td>1,485,182</td>
<td>100.61%</td>
</tr>
<tr>
<td>SALES TAX - PUBLIC SAFETY</td>
<td>130,000</td>
<td>169,651</td>
<td>130.50%</td>
<td>115,000</td>
<td>151,034</td>
<td>131.33%</td>
</tr>
<tr>
<td>LICENSES AND PERMITS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUSINESS LICENSES</td>
<td>421,000</td>
<td>443,373</td>
<td>105.31%</td>
<td>411,000</td>
<td>442,786</td>
<td>107.73%</td>
</tr>
<tr>
<td>CONSTRUCTION PERMITS</td>
<td>380,000</td>
<td>305,223</td>
<td>80.32%</td>
<td>402,700</td>
<td>381,713</td>
<td>94.79%</td>
</tr>
<tr>
<td>REVENUE FROM AGENCIES-TAXES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOTOR VEHICLE IN-LIEU TAX</td>
<td>385,000</td>
<td>27,107</td>
<td>7.04%</td>
<td>385,948</td>
<td>242,142</td>
<td>62.74%</td>
</tr>
<tr>
<td>OTHER TAXES</td>
<td>30,000</td>
<td>29,844</td>
<td>99.48%</td>
<td>32,000</td>
<td>30,281</td>
<td>94.63%</td>
</tr>
<tr>
<td>REVENUE FROM AGENCIES-GRANTS</td>
<td>296,222</td>
<td>287,938</td>
<td>97.20%</td>
<td>610,955</td>
<td>462,030</td>
<td>75.62%</td>
</tr>
<tr>
<td>USE OF MONEY AND PROPERTY</td>
<td>219,393</td>
<td>361,155</td>
<td>164.62%</td>
<td>171,600</td>
<td>354,131</td>
<td>206.37%</td>
</tr>
<tr>
<td>FINES AND FORFEITURES</td>
<td>63,000</td>
<td>61,434</td>
<td>97.51%</td>
<td>69,000</td>
<td>54,926</td>
<td>79.60%</td>
</tr>
<tr>
<td>CHARGES FOR SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLANNING AND ENGINEERING</td>
<td>80,000</td>
<td>81,372</td>
<td>101.72%</td>
<td>64,350</td>
<td>98,092</td>
<td>152.43%</td>
</tr>
<tr>
<td>POLICE</td>
<td>264,000</td>
<td>154,173</td>
<td>58.40%</td>
<td>217,000</td>
<td>220,928</td>
<td>101.81%</td>
</tr>
<tr>
<td>FIRE</td>
<td>23,000</td>
<td>44,492</td>
<td>193.44%</td>
<td>24,000</td>
<td>1,019</td>
<td>4.25%</td>
</tr>
<tr>
<td>LIBRARY</td>
<td>38,000</td>
<td>41,662</td>
<td>109.64%</td>
<td>35,000</td>
<td>48,618</td>
<td>138.91%</td>
</tr>
<tr>
<td>RECREATIONAL</td>
<td>1,521,949</td>
<td>1,618,964</td>
<td>106.37%</td>
<td>1,461,500</td>
<td>1,566,450</td>
<td>107.18%</td>
</tr>
<tr>
<td>INTERDEPARTMENTAL</td>
<td>1,600,000</td>
<td>1,455,627</td>
<td>90.98%</td>
<td>1,617,030</td>
<td>1,581,571</td>
<td>97.81%</td>
</tr>
<tr>
<td>OTHER</td>
<td>9,000</td>
<td>8,528</td>
<td>94.75%</td>
<td>6,000</td>
<td>8,318</td>
<td>138.64%</td>
</tr>
<tr>
<td>OTHER REVENUES</td>
<td>72,000</td>
<td>69,020</td>
<td>95.86%</td>
<td>72,100</td>
<td>83,671</td>
<td>116.05%</td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td><strong>$21,443,421</strong></td>
<td><strong>$21,031,471</strong></td>
<td><strong>98.08%</strong></td>
<td><strong>$21,339,888</strong></td>
<td><strong>$21,705,819</strong></td>
<td><strong>101.71%</strong></td>
</tr>
<tr>
<td>OPERATING TRANSFERS</td>
<td>619,212</td>
<td>616,534</td>
<td>99.57%</td>
<td>1,078,846</td>
<td>641,740</td>
<td>59.48%</td>
</tr>
<tr>
<td>DEBT SERVICE TRANSFERS</td>
<td>612,400</td>
<td>532,209</td>
<td>86.91%</td>
<td>654,962</td>
<td>641,781</td>
<td>97.99%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$22,675,033</strong></td>
<td><strong>$22,180,213</strong></td>
<td><strong>97.82%</strong></td>
<td><strong>$23,073,696</strong></td>
<td><strong>$22,989,340</strong></td>
<td><strong>99.63%</strong></td>
</tr>
</tbody>
</table>
## CITY OF PORTERVILLE

**REVENUE STATUS REPORT - ALL OTHER FUNDS**

FOR THE YEAR ENDED

**JUNE 30, 2012 AND JUNE 30, 2011**

**PRELIMINARY**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MEASURE H SALES TAX</td>
<td>$2,665,000</td>
<td>$2,843,122</td>
<td>106.7%</td>
<td>$2,450,000</td>
<td>$2,698,901</td>
<td>110.2%</td>
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<tr>
<td>SPECIAL GAS TAX</td>
<td>2,622,867</td>
<td>2,628,150</td>
<td>100.2%</td>
<td>2,690,000</td>
<td>1,747,583</td>
<td>64.8%</td>
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<tr>
<td>LOCAL TRANSPORTATION FUNDS (LTF)</td>
<td>4,522,437</td>
<td>3,287,428</td>
<td>72.7%</td>
<td>4,230,100</td>
<td>2,264,498</td>
<td>53.5%</td>
</tr>
<tr>
<td>TRAFFIC SAFETY FUND</td>
<td>125,500</td>
<td>163,369</td>
<td>130.2%</td>
<td>200,000</td>
<td>186,639</td>
<td>93.3%</td>
</tr>
<tr>
<td>ZALUD ESTATE</td>
<td>7,200</td>
<td>8,027</td>
<td>111.5%</td>
<td>7,000</td>
<td>7,255</td>
<td>103.2%</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT BLOCK GRANT</td>
<td>1,271,026</td>
<td>1,536,513</td>
<td>120.9%</td>
<td>1,666,540</td>
<td>1,760,439</td>
<td>105.6%</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>2,732,088</td>
<td>2,333,535</td>
<td>85.4%</td>
<td>3,629,616</td>
<td>3,224,138</td>
<td>88.8%</td>
</tr>
<tr>
<td>SPECIAL SAFETY GRANTS</td>
<td>451,350</td>
<td>277,358</td>
<td>61.5%</td>
<td>304,380</td>
<td>628,486</td>
<td>206.5%</td>
</tr>
<tr>
<td>SEWER OPERATING</td>
<td>6,636,454</td>
<td>6,650,109</td>
<td>100.2%</td>
<td>6,560,800</td>
<td>6,525,018</td>
<td>99.5%</td>
</tr>
<tr>
<td>REFUSE REMOVAL</td>
<td>5,443,000</td>
<td>5,527,962</td>
<td>101.6%</td>
<td>5,336,700</td>
<td>5,426,330</td>
<td>101.7%</td>
</tr>
<tr>
<td>AIRPORT OPERATIONS</td>
<td>1,702,936</td>
<td>1,496,342</td>
<td>87.9%</td>
<td>1,449,298</td>
<td>1,323,398</td>
<td>91.3%</td>
</tr>
<tr>
<td>GOLF COURSE</td>
<td>262,500</td>
<td>232,952</td>
<td>88.7%</td>
<td>304,000</td>
<td>225,378</td>
<td>74.1%</td>
</tr>
<tr>
<td>WATER OPERATING</td>
<td>4,836,621</td>
<td>4,743,513</td>
<td>98.1%</td>
<td>5,163,135</td>
<td>4,860,524</td>
<td>94.1%</td>
</tr>
<tr>
<td>RISK MANAGEMENT</td>
<td>4,384,916</td>
<td>5,203,065</td>
<td>118.7%</td>
<td>4,246,075</td>
<td>4,695,325</td>
<td>110.6%</td>
</tr>
<tr>
<td>EQUIPMENT MAINTENANCE</td>
<td>2,480,000</td>
<td>2,818,876</td>
<td>114.6%</td>
<td>2,315,000</td>
<td>2,710,652</td>
<td>117.1%</td>
</tr>
<tr>
<td>LANDSCAPE MAINTENANCE DISTRICT</td>
<td>260,000</td>
<td>240,880</td>
<td>92.8%</td>
<td>260,000</td>
<td>278,929</td>
<td>107.1%</td>
</tr>
<tr>
<td>WATER REPLACEMENT</td>
<td>426,699</td>
<td>400,176</td>
<td>93.8%</td>
<td>432,080</td>
<td>582,623</td>
<td>134.8%</td>
</tr>
<tr>
<td>SOLID WASTE RESERVE</td>
<td>1,330,430</td>
<td>792,230</td>
<td>58.9%</td>
<td>1,386,036</td>
<td>814,323</td>
<td>58.8%</td>
</tr>
<tr>
<td>SEWER REVOLVING</td>
<td>259,511</td>
<td>207,275</td>
<td>79.9%</td>
<td>249,930</td>
<td>279,064</td>
<td>111.7%</td>
</tr>
<tr>
<td>TRANSPORTATION DEVELOPMENT</td>
<td>145,000</td>
<td>120,493</td>
<td>83.1%</td>
<td>210,000</td>
<td>220,167</td>
<td>104.8%</td>
</tr>
<tr>
<td>PARK DEVELOPMENT</td>
<td>50,000</td>
<td>20,636</td>
<td>41.3%</td>
<td>50,000</td>
<td>62,740</td>
<td>125.5%</td>
</tr>
<tr>
<td>TREATMENT PLANT RESERVE</td>
<td>621,480</td>
<td>534,464</td>
<td>86.0%</td>
<td>601,544</td>
<td>766,300</td>
<td>127.4%</td>
</tr>
<tr>
<td>STORM DRAIN DEVELOPMENT</td>
<td>95,000</td>
<td>177,658</td>
<td>187.0%</td>
<td>95,000</td>
<td>514,221</td>
<td>541.3%</td>
</tr>
<tr>
<td>BUILDING CONSTRUCTION</td>
<td>20,000</td>
<td>40,989</td>
<td>204.9%</td>
<td>50,000</td>
<td>24,115</td>
<td>48.2%</td>
</tr>
</tbody>
</table>

**TOTALS**                                            | **$43,332,015**               | **$42,285,122**               | **97.6%**                 | **$43,893,673**               | **$41,826,615**             | **96.3%**                 |
# CITY OF PORTERVILLE

## EXPENDITURE STATUS REPORT - GENERAL FUND

**FOR THE YEAR ENDED**
**JUNE 30, 2012 AND JUNE 30, 2011**

**PRELIMINARY**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AMENDED</td>
<td>YEAR-TO-DATE</td>
<td>AMENDED</td>
<td>YEAR-TO-DATE</td>
<td>% OF APPROP</td>
</tr>
<tr>
<td><strong>LEGISLATIVE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY COUNCIL</td>
<td>$108,894</td>
<td>$92,168</td>
<td>$120,351</td>
<td>$90,876</td>
<td>84.6%</td>
</tr>
<tr>
<td>COMMUNITY PROMOTION</td>
<td>166,205</td>
<td>173,620</td>
<td>170,352</td>
<td>187,875</td>
<td>104.5%</td>
</tr>
<tr>
<td>EMERGENCY OPERATIONS</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE &amp; LEGAL:</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY MANAGER</td>
<td>250,955</td>
<td>242,351</td>
<td>245,912</td>
<td>230,002</td>
<td>96.6%</td>
</tr>
<tr>
<td>CITY CLERK</td>
<td>168,085</td>
<td>147,513</td>
<td>197,104</td>
<td>184,920</td>
<td>87.8%</td>
</tr>
<tr>
<td>HUMAN RESOURCES</td>
<td>235,916</td>
<td>236,178</td>
<td>235,290</td>
<td>227,285</td>
<td>100.1%</td>
</tr>
<tr>
<td>CITY ATTORNEY</td>
<td>180,000</td>
<td>219,115</td>
<td>180,000</td>
<td>183,064</td>
<td>121.7%</td>
</tr>
<tr>
<td><strong>FINANCE:</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>FINANCE &amp; ACCOUNTING</td>
<td>744,420</td>
<td>726,227</td>
<td>745,046</td>
<td>700,437</td>
<td>97.6%</td>
</tr>
<tr>
<td>INFORMATION SERVICES</td>
<td>404,003</td>
<td>368,274</td>
<td>369,695</td>
<td>327,296</td>
<td>91.2%</td>
</tr>
<tr>
<td>ADMINISTRATIVE SERVICES</td>
<td>419,324</td>
<td>367,872</td>
<td>413,666</td>
<td>383,351</td>
<td>87.7%</td>
</tr>
<tr>
<td>POLICE PROTECTION</td>
<td>8,531,742</td>
<td>7,876,621</td>
<td>8,231,630</td>
<td>7,749,622</td>
<td>92.3%</td>
</tr>
<tr>
<td>FIRE PROTECTION</td>
<td>3,750,082</td>
<td>3,534,484</td>
<td>3,704,061</td>
<td>3,486,834</td>
<td>94.3%</td>
</tr>
<tr>
<td><strong>COMMUNITY DEVELOPMENT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLANNING &amp; ZONING</td>
<td>523,424</td>
<td>425,338</td>
<td>526,886</td>
<td>381,010</td>
<td>81.3%</td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT</td>
<td>288,703</td>
<td>234,148</td>
<td>290,273</td>
<td>255,066</td>
<td>81.1%</td>
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<td><strong>PUBLIC WORKS:</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>ENGINEERING &amp; BUILDING</td>
<td>1,014,432</td>
<td>944,111</td>
<td>1,014,432</td>
<td>922,127</td>
<td>93.1%</td>
</tr>
<tr>
<td>STREET MAINTENANCE</td>
<td>405,021</td>
<td>407,091</td>
<td>403,375</td>
<td>359,670</td>
<td>100.5%</td>
</tr>
<tr>
<td>SIGNALS, SIGNING &amp; STRIPING</td>
<td>356,428</td>
<td>293,788</td>
<td>314,180</td>
<td>289,863</td>
<td>82.4%</td>
</tr>
<tr>
<td>STREET LIGHTING</td>
<td>479,358</td>
<td>484,117</td>
<td>509,336</td>
<td>481,951</td>
<td>101.0%</td>
</tr>
<tr>
<td>STORM DRAINS</td>
<td>90,265</td>
<td>73,519</td>
<td>90,017</td>
<td>81,586</td>
<td>81.4%</td>
</tr>
<tr>
<td>PARKING LOTS</td>
<td>47,176</td>
<td>47,793</td>
<td>58,153</td>
<td>55,539</td>
<td>101.3%</td>
</tr>
<tr>
<td><strong>PARKS &amp; LEISURE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARK MAINTENANCE &amp; OPERATION</td>
<td>1,768,439</td>
<td>1,750,099</td>
<td>1,736,443</td>
<td>1,648,059</td>
<td>99.0%</td>
</tr>
<tr>
<td>STREET TREES &amp; PARKWAYS</td>
<td>217,049</td>
<td>174,382</td>
<td>218,375</td>
<td>163,708</td>
<td>80.3%</td>
</tr>
<tr>
<td>COMMUNITY CENTERS</td>
<td>246,752</td>
<td>228,891</td>
<td>247,752</td>
<td>219,688</td>
<td>92.8%</td>
</tr>
<tr>
<td>LEISURE SERVICES</td>
<td>222,030</td>
<td>215,814</td>
<td>222,983</td>
<td>214,036</td>
<td>97.2%</td>
</tr>
<tr>
<td>LEISURE SERVICES - SPECIAL PROG</td>
<td>1,422,950</td>
<td>1,394,617</td>
<td>1,429,397</td>
<td>1,427,039</td>
<td>98.0%</td>
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<tr>
<td>SWIMMING POOL</td>
<td>165,901</td>
<td>161,793</td>
<td>168,161</td>
<td>159,945</td>
<td>97.5%</td>
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<td>LIBRARY OPERATIONS</td>
<td>613,843</td>
<td>610,830</td>
<td>602,937</td>
<td>544,853</td>
<td>99.5%</td>
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<td>SPECIAL PROJECTS</td>
<td>17,119</td>
<td>36,155</td>
<td>88,849</td>
<td>83,799</td>
<td>211.2%</td>
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<tr>
<td><strong>SUB TOTALS</strong></td>
<td>22,838,516</td>
<td>21,466,820</td>
<td>22,535,665</td>
<td>21,100,580</td>
<td>94.0%</td>
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<tr>
<td>OPERATING TRANSFERS</td>
<td>79,000</td>
<td>69,000</td>
<td>111,978</td>
<td>111,978</td>
<td>87.3%</td>
</tr>
<tr>
<td>DEBT SERVICE</td>
<td>1,830,754</td>
<td>1,826,561</td>
<td>1,820,449</td>
<td>1,826,499</td>
<td>99.8%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$24,748,270</td>
<td>$23,362,380</td>
<td>$24,468,092</td>
<td>$23,039,057</td>
<td>94.4%</td>
</tr>
</tbody>
</table>
## CITY OF PORTERVILLE

### EXPENDITURE STATUS REPORT - ALL OTHER FUNDS

**FOR THE YEAR ENDED**

**JUNE 30, 2012 AND JUNE 30, 2011**

**PRELIMINARY**

<table>
<thead>
<tr>
<th>Fund Description</th>
<th>2011-2012 AMENDED APPROP</th>
<th>2011-2012 YEAR-TO-DATE EXPEND</th>
<th>% OF AMENDED APPROP</th>
<th>2010-2011 AMENDED APPROP</th>
<th>2010-2011 YEAR-TO-DATE EXPEND</th>
<th>% OF ACTUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEASURE H SALES TAX</td>
<td>$2,614,439</td>
<td>$2,517,366</td>
<td>96.3%</td>
<td>$2,537,934</td>
<td>$2,285,627</td>
<td>90.1%</td>
</tr>
<tr>
<td>ZALUD ESTATE</td>
<td>27,135</td>
<td>24,472</td>
<td>90.2%</td>
<td>23,208</td>
<td>28,605</td>
<td>123.3%</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT BLOCK GRANT</td>
<td>513,868</td>
<td>159,908</td>
<td>31.1%</td>
<td>520,155</td>
<td>140,865</td>
<td>27.1%</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>2,688,780</td>
<td>1,720,401</td>
<td>64.0%</td>
<td>3,996,165</td>
<td>3,745,432</td>
<td>93.7%</td>
</tr>
<tr>
<td>SPECIAL SAFETY GRANTS</td>
<td>479,881</td>
<td>380,884</td>
<td>79.4%</td>
<td>375,047</td>
<td>326,224</td>
<td>87.0%</td>
</tr>
<tr>
<td>SEWER OPERATING</td>
<td>5,890,132</td>
<td>5,416,755</td>
<td>92.0%</td>
<td>5,430,015</td>
<td>5,207,624</td>
<td>95.9%</td>
</tr>
<tr>
<td>REFUSE REMOVAL</td>
<td>5,355,396</td>
<td>4,897,094</td>
<td>91.4%</td>
<td>5,250,238</td>
<td>5,226,417</td>
<td>99.5%</td>
</tr>
<tr>
<td>AIRPORT</td>
<td>1,561,396</td>
<td>1,314,832</td>
<td>84.2%</td>
<td>1,447,846</td>
<td>1,290,770</td>
<td>89.2%</td>
</tr>
<tr>
<td>GOLF COURSE</td>
<td>359,981</td>
<td>363,973</td>
<td>101.1%</td>
<td>379,000</td>
<td>384,520</td>
<td>101.5%</td>
</tr>
<tr>
<td>WATER OPERATING</td>
<td>4,495,070</td>
<td>3,989,567</td>
<td>88.8%</td>
<td>4,826,966</td>
<td>4,149,736</td>
<td>86.0%</td>
</tr>
<tr>
<td>RISK MANAGEMENT</td>
<td>4,924,986</td>
<td>6,048,623</td>
<td>122.8%</td>
<td>5,005,974</td>
<td>5,765,827</td>
<td>115.2%</td>
</tr>
<tr>
<td>EQUIPMENT MAINTENANCE</td>
<td>2,435,088</td>
<td>2,685,897</td>
<td>110.3%</td>
<td>2,304,469</td>
<td>2,670,106</td>
<td>115.9%</td>
</tr>
<tr>
<td>LANDSCAPE MAINTENANCE DISTRICT</td>
<td>205,969</td>
<td>152,195</td>
<td>73.9%</td>
<td>210,986</td>
<td>170,479</td>
<td>80.8%</td>
</tr>
</tbody>
</table>

**TOTALS**                                 | **$31,552,121**          | **$29,671,968**                | **94.0%**           | **$32,308,003**          | **$31,392,233**               | **97.2%**   |
<table>
<thead>
<tr>
<th></th>
<th>FY 2011-12</th>
<th>FY 2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax - Measure H</td>
<td>$2,786,763</td>
<td>$2,627,514</td>
</tr>
<tr>
<td>Interest</td>
<td>$56,359</td>
<td>$71,386</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$2,843,122</td>
<td>$2,698,901</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>$1,271,274</td>
<td>$1,183,732</td>
</tr>
<tr>
<td>Fire Department</td>
<td>$870,607</td>
<td>$795,466</td>
</tr>
<tr>
<td>Library &amp; Literacy</td>
<td>$375,485</td>
<td>$306,429</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$2,517,366</td>
<td>$2,285,627</td>
</tr>
<tr>
<td><strong>CAPITAL PROJECTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Safety Station</td>
<td>$97,284</td>
<td>$406</td>
</tr>
<tr>
<td><strong>REVENUE OVER/(UNDER) EXPENDITURES</strong></td>
<td>$228,471</td>
<td>$412,867</td>
</tr>
</tbody>
</table>
CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Year Ended June 30, 2012 and June 30, 2011
PRELIMINARY

<table>
<thead>
<tr>
<th>FUND</th>
<th>REVENUES</th>
<th>EXPENSES</th>
<th>6/30/2012</th>
<th>6/30/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zalud Estate</td>
<td>$8,027</td>
<td>(24,472)</td>
<td>(16,445) $</td>
<td>(21,380) $</td>
</tr>
<tr>
<td>Sewer Operating</td>
<td>6,650,109</td>
<td>(5,416,755)</td>
<td>1,233,354</td>
<td>1,317,394</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>5,527,962</td>
<td>(4,897,094)</td>
<td>630,868</td>
<td>199,913</td>
</tr>
<tr>
<td>Airport</td>
<td>1,496,342</td>
<td>(1,314,832)</td>
<td>181,510</td>
<td>32,628</td>
</tr>
<tr>
<td>Golf</td>
<td>232,952</td>
<td>(363,973)</td>
<td>(131,021)</td>
<td>(159,142)</td>
</tr>
<tr>
<td>Water Operating</td>
<td>4,743,513</td>
<td>(3,989,567)</td>
<td>753,945</td>
<td>710,787</td>
</tr>
</tbody>
</table>

NOTE: The Transit Fund is not included as it does not contain any retained earnings
SUBJECT: QUARTERLY PORTFOLIO SUMMARY

SOURCE: Finance Department

COMMENT: This report reflects the investment portfolio of the City of Porterville as of June 30, 2012, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield. Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

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

ATTACHMENT: Quarterly Portfolio Summary

<table>
<thead>
<tr>
<th>INVESTMENT OR CUSIP NUMBER</th>
<th>INSTITUTION</th>
<th>PURCHASE PRICE</th>
<th>MARKET VALUE</th>
<th>COUPON INTEREST RATE</th>
<th>PURCHASE DATE</th>
<th>MATURITY DATE</th>
<th>DAYS TO MATURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1239</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.110%</td>
<td>10/2/2009</td>
<td>10/2/2013</td>
<td>459</td>
</tr>
<tr>
<td>1241</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.250%</td>
<td>11/5/2009</td>
<td>11/5/2013</td>
<td>493</td>
</tr>
<tr>
<td>1242</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>3.050%</td>
<td>11/24/2009</td>
<td>11/25/2013</td>
<td>513</td>
</tr>
<tr>
<td>1243</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>1.500%</td>
<td>6/19/2012</td>
<td>6/19/2016</td>
<td>1,450</td>
</tr>
<tr>
<td>1244</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>3.400%</td>
<td>1/13/2010</td>
<td>1/13/2015</td>
<td>927</td>
</tr>
<tr>
<td>1246</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>3.250%</td>
<td>4/18/2010</td>
<td>4/18/2015</td>
<td>1,020</td>
</tr>
<tr>
<td>1248</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,002</td>
<td>100,002</td>
<td>1.280%</td>
<td>5/8/2012</td>
<td>5/8/2015</td>
<td>1,042</td>
</tr>
<tr>
<td>1249</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>3.460%</td>
<td>6/3/2010</td>
<td>4/3/2015</td>
<td>1,007</td>
</tr>
<tr>
<td>1251</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>99,000</td>
<td>99,000</td>
<td>2.270%</td>
<td>6/29/2010</td>
<td>6/29/2013</td>
<td>364</td>
</tr>
<tr>
<td>1252</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>2.970%</td>
<td>7/2/2010</td>
<td>10/2/2013</td>
<td>459</td>
</tr>
<tr>
<td>1253</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>247,000</td>
<td>247,000</td>
<td>3.180%</td>
<td>8/2/2010</td>
<td>8/2/2015</td>
<td>1,128</td>
</tr>
<tr>
<td>1254</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>3.000%</td>
<td>9/3/2010</td>
<td>9/3/2014</td>
<td>795</td>
</tr>
<tr>
<td>1255</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>147,000</td>
<td>147,000</td>
<td>2.750%</td>
<td>9/27/2010</td>
<td>9/27/2015</td>
<td>1,164</td>
</tr>
<tr>
<td>1256</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>1.980%</td>
<td>6/9/2011</td>
<td>6/19/2014</td>
<td>719</td>
</tr>
<tr>
<td>1257</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>100,000</td>
<td>100,000</td>
<td>1.240%</td>
<td>10/27/2011</td>
<td>10/27/2013</td>
<td>484</td>
</tr>
<tr>
<td>1258</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>150,000</td>
<td>150,000</td>
<td>1.650%</td>
<td>1/12/2012</td>
<td>1/12/2016</td>
<td>1,291</td>
</tr>
<tr>
<td>1259</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>249,000</td>
<td>249,000</td>
<td>1.800%</td>
<td>2/2/2012</td>
<td>2/2/2017</td>
<td>1,878</td>
</tr>
<tr>
<td>1260</td>
<td>CERTIFICATE OF DEPOSIT</td>
<td>250,000</td>
<td>250,000</td>
<td>1.840%</td>
<td>4/4/2012</td>
<td>4/4/2017</td>
<td>1,739</td>
</tr>
</tbody>
</table>

**TOTALS**  $ 56,111,224  $ 56,335,636

---

**WEIGHTED AVERAGE RATE OF EARNINGS**

<table>
<thead>
<tr>
<th>ONE YEAR HISTORY</th>
<th>CURRENT HOLDINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/30/2011</td>
<td>9/30/2011</td>
</tr>
<tr>
<td>2.058%</td>
<td>1.993%</td>
</tr>
<tr>
<td>9/30/2011</td>
<td>12/31/2011</td>
</tr>
<tr>
<td>1.895%</td>
<td>1.868%</td>
</tr>
<tr>
<td>12/31/2011</td>
<td>3/31/2012</td>
</tr>
<tr>
<td>1.888%</td>
<td>1.582%</td>
</tr>
<tr>
<td>3/31/2012</td>
<td>8/30/2012</td>
</tr>
<tr>
<td>53.779%</td>
<td></td>
</tr>
</tbody>
</table>

**WEIGHTED AVERAGE PORTFOLIO DAYS TO MATURITY**

704

**Comments:**

Portfolio holdings as of June 30, 2012, are in compliance with the current Investment Policy. With 53.779% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending September 30, 2012, and will be presented during the November 6, 2012 Council meeting.

SOURCE: Finance Department

COMMENT: The American Cancer Society is requesting approval to hold a dog show to help promote awareness for cancer at the Centennial Plaza on Saturday, August 11, 2012, from 9:00 a.m. to 1:00 p.m. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

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

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the American Cancer Society, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit 'A' of the Community Civic Event Application.

ATTACHMENT: Community Civic Event Application and Agreement, Exhibit 'A,' Map and Amplifier Permit.
CITY OF PORTERVILLE

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

Application date:  July 11, 2017  Event date:  Aug. 11, 2017
Event time:  9am-1pm

Name of Event:  Bark For Life

Sponsoring organization:  American Cancer Society  PHONE # 661-377-7827
Address:  1523 California Ave Bakersfield CA  93304
Authorized representative:  Donna Hermann  PHONE # 661-377-7827
Address:  Same as above
Event chairperson:  Rhonda Szekels  PHONE # 359-1587
1715 Bel Air Ave Porterville CA

Location of event (location map must be attached):  Centennial Plaza

Type of event:  Dog Show to raise money for cancer

Nonprofit status determination:  

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

Barricades (quantity):  
Police protection:  Yes  No  
Street sweeping:  Yes  No
Refuse pickup:  Yes  No
Other:  

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

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

Approve  Deny
Bus Lic Spvr
Pub Works Dir
Comm Dev Dir
Field Svcs Mgr
Fire Chief
Parks Dir
Police Chief
Deputy City Mgr
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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

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

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

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

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

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

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

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

American Cancer Society Phonda Myers
(Name of Organization) (Signature) 7/11/12 (Date)
CITY OF PORTERVILLE

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

Name of event: Bank For Life
Sponsoring organization: American Cancer Society - Relay For Life
Location: Centennial Plaza Event date: 8/11/12 Event time: 9am - 7pm

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

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Name of event: Bank For Life

Sponsoring organization: American Cancer Society - Relay For Life

Event date: 8/11/12 Hours: 9am - 1pm
ATTACH MAP MARKING AREAS TO BE CLOSED OR USED: no street closure needed

<table>
<thead>
<tr>
<th>Closed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Name</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sidewalks</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

AMERICAN CANCER SOCIETY
BARK FOR LIFE

AUGUST 11, 2012

Business License Supervisor: S. Hartman

No requirements.

Public Works Director: B. Rodriguez

Community Development Director: B. Dunlap

Field Services Manager: B. Styles

No comment.

Fire Chief: M. G. Garcia

No comment.

Parks and Leisure Services Director: M. Stowe

Clean up all left overs following event, all dogs must be on a leash while in the park (City Ordinance). Keep all participants and spectators out of planters.

Police Captain: D. Haynes

No conditions. Keep animals on a leash.

Administrative Services Manager: P. Hildreth

See Exhibit ‘A,’ page 2.

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

Sponsor: American Cancer Society
Event: Bark for Life
Event Chairman: Rhonda Szeles
Location: Centennial Plaza
Date of Event: August 11, 2012
Time of Event: 9:00 a.m. to 1:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

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

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an “admitted” insurer in the State of California.
CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)

This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1. Name and home address of the applicant: Rhonda Szeles
   1715 Bel Aire Ave, Porterville, CA 93257

2. Address where amplification equipment is to be used: Centennial Plaza

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

4. Type of event for which amplification equipment will be used: Free Legal Day show

5. Dates and hours of operation of amplification equipment: 9am - 1pm August 11, 2012.

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

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort,

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Rhonda Szeles
Signature of Applicant
7/11/12

Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee
7/11/12

SOURCE: Finance Department

COMMENT: The American Cancer Society is requesting approval to hold the Porterville Relay for Life fundraiser at Veterans’ Park on Friday, October 5, 2012, through Sunday, October 7, 2012. The event is held annually to promote cancer awareness and honor cancer survivors.

Section 19-11 of the City of Porterville Municipal Code states that it is unlawful to enter, to remain in or refuse to leave the parks between 10:00 PM to 5:00 AM. The event organizer is requesting that City Council allow for Veterans’ Park to remain open to the public at all hours of the day during the duration of the event.

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

RECOMMENDATIONS: 1) That the City Council approve the attached Community Civic Event Application and Agreement submitted by the American Cancer Society, subject to the stated requirements contained in the Application, Agreement and Exhibits ‘A’ and ‘B,’ and

2) That the City Council allow for Veterans’ Park to remain open at all hours of the day during the event.

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

DO YOU HAVE? Event Flyer? Yes E-mail address? Yes Website? Yes
Application date: 10-27-12 Event date: Oct 5-7 2012
Name of Event: The American Cancer Society Porterville Relay For Life
Sponsoring organization: The American Cancer Society Phone #
Address: 
Authorized representative: 
Phone #
Address: 
Event chairperson: Jeff Szeles Phone # 559-359-9221

Location of event (location map must be attached):
Veterans Park

Type of event: non-profit event cancer awareness, fundraiser, honor cancer survivors - Porterville Relay For Life
Non-profit status determination: 501 (c) 3

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

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

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

Appr. Deny

Pub. Works Dir 
Comm. Dev. Dir. 
Field Svcs. Mgr. 
Fire Chief 
Parks Dir. 
Police Chief 
Admin. Svcs. Dir. 

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

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

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

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

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

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

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

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

(Name of Organization) [Signature] [Date]
CITY OF PORTERVILLE

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

Name of event: The American Cancer Society - Relay for Life

Sponsoring organization: The American Cancer Society

Location: Veterans Park  Event date: Oct 5-7  Event time: Oct 5 noon - Oct 7 noon

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

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

Name of event: ______________________________________________________________________________

Sponsoring organization: ______________________________________________________________________

Event date: ________________________________________________________________________________  Hours: __________________

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

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4 of 4
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

AMERICAN CANCER SOCIETY

RELAY FOR LIFE

OCTOBER 5 - 7, 2012

Business License Supervisor:  
    S. Hartman

If the event includes vendors, Business License Division requires list prior to event.

Public Works Director:  
    B. Rodriguez

Community Development Director:  
    B. Dunlap

Pedestrian activity should be routed from the park to Grand Avenue to minimize pedestrian and vehicular conflicts at the adjacent shopping center.

Field Services Manager:  
    B. Styles

No comment.

Fire Chief:  
    Mario G. Garcia

No comment.

Parks and Leisure Services Director:  
    M. Stowe

Police Lieutenant:  
    D. Haynes

Please see the conditions/requirements for this event.

Administrative Services Manager:  
    P. Hildreth

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

Sponsor: American Cancer Society  
Event: Relay for Life  
Event Chairman: Jeff Szeles  
Location: Veterans' Park  
Date of Event: October 5 – 7, 2012

RISK MANAGEMENT: Conditions of Approval

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

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

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

Conditions/Requirements for Community Event “Relay for Life” 10/5-7/12

Your application to conduct/hold a community event at Veterans Park has been received and approved pursuant to the following concerns and conditions:

1. Participants/Pedestrians must remain on the sidewalks and obey all traffic related laws.

2. Participants/Pedestrians must not interfere with or impede the normal flow of vehicle or pedestrian traffic.

3. Event organizers have requested a permit to use sound amplification equipment. City Ordinance 18-90.6(D) appears to exempt this event from sound amplification restrictions, except those outlined in City Ordinance 18-90.3(C) (Limits outside amplification to no more than 75dBA at a distance of 100 feet from the amplifying device or the property line of the nearest residential property). Event organizers are encouraged to be mindful of residences in the area when utilizing sound amplification equipment between the hours of 10:00 p.m. and 07:00 a.m.

4. Event organizers should consider “follow up” vehicles that have first aid supplies, water, etc., so as to treat or pick up and transport any participant who becomes ill or is otherwise unable to complete the course.

5. Participants must ensure young children stay close to parent or adult, to avoid children running into the roadway and ensuring their safety.

Dan Haynes, Captain
Porterville Police Department

EXHIBIT 'B'
CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)

This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1 Name and home address of the applicant: The American Cancer Society
   1523 California Ave, Bakersfield, CA 93304

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

3 Names and addresses of all persons who will use or operate the amplification equipment: Sparky Markey
   123 Service St, Porterville, CA 93257

4 Type of event for which amplification equipment will be used: The American Cancer Society
   Porterville Relay For Life (non profit)

5 Dates and hours of operation of amplification equipment: Oct 6 8am - Oct 7 9am 2011

6 A general description of the sound amplifying equipment to be used: speakers, sound board, wireless mic

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

   The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section.
   (Ord. Code § 8311)

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 8312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCAATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

Date
CONSENT CALENDAR

SUBJECT: APPOINTMENT OF MEMBERS TO THE ARTS COMMISSION

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: In the adopted ordinance establishing the Arts Commission, no less than three (3) and no more than seven (7) seats shall be considered “open” seats to be appointed by the City Council at its complete discretion. In accordance with the ordinance, the City Council originally appointed three persons for the “open” seats: Joan Givan, Deana Worthington, and Rebecca Ybarra. The ordinance then states that the remaining four (4) seats shall be recommended by the initially appointed members of the “open” seats via subcommittees representing four (4) areas of arts: a) theatrical/performing arts; b) visual/graphic; c) music; and d) youth, with final approval by the City Council.

After discussion with the arts community, names of potential appointees were submitted and those persons were contacted to determine their interest in serving on the commission. The three members of the commission then met to review the nominations and subsequently approved four names representing the various art disciplines to be recommended to the City Council for approval. The four recommended appointees are as follows:

a) Theatrical/Performing Arts - Roger Merryman
b) Visual/Graphic Arts - Alex Schooler
c) Music – Monte Reyes
d) Youth – Sandra Romero (Harmony Magnet Academy)

The Request for Appointment and resume for each recommended appointee are attached.

RECOMMENDATION: That the City Council approve the appointment of Roger Merryman, Alex Schooler, Monte Reyes, and Sandra Romero to the Arts Commission for a one year term.

ATTACHMENTS: 1. Requests for Appointments and Resumes of nominees

DD\[\] [APPROPRIATED/FUNDED \[\] \[\] CM\[\] \[\] ITEM NO. 21]
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Roger Merryman
(Please Print)

Appointment to: Art Council
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 601 N. Balmayne Place
Porterville, CA 93257

Mailing Address: (Same)

Name of Business: Retired school teacher

☐ Own    ☐ Operate

Business Address: __________________________

Telephone: Home (559) 781-5259
Work __________________________

FAX __________________________

E-mail redbasket44@hotmail.com

City of Porterville resident: ☑ Yes
☐ No

Registered Voter: ☑ Yes
☐ No

Page 1 of 2
Qualifications:

- Always been interested and active in various artistic mediums
- Active and retired, but still find time for outside activities
- I'm a responsible person
- Not afraid to share ideas; even those that need more thought
- Creative

□ Resume attached

□ Letter of request attached

Submitted By: John Q. Public

7-21-2012

Date

Received by:

Forwarded to: City Clerk

☐ Date:

City Council

☐ Date:

City Manager

☐ Date:

Applicable Dept. ☐ Date:

Tentative Council Mtg Date: ________________________________
A SOMETHING RAMBLING AND BIASED LOOK AT THE CURIOUS INTERESTS OF
ONE ROGER J. MERRYMAN, JUNE 2012

I’m not quite sure what is wanted here, but I will attempt to tell the reader a few things I
think I know about myself and my interests.

Being short, I’ve never been much into sports. It was too difficult to even try keeping up
with the bigger guys who really wanted to play while I didn’t. So, my interest turned toward
using my hands to make and create things. As a kid I drew and colored pictures constantly. I
learned to make potholders in third grade and made two dozen (somewhat over our allowed limit
of three). I loved to read adventure stories and would often finish one, then write a sequel. I
designed my own Christmas cards and gift tags. When I hit my teens, I took a correspondence
course in art. I learned about various media, most of which I couldn’t master and mentally
discarded. However, I did discover acrylic painting. I still used pencil, but now I had some real
color to add. When I feel the mood to do a little art now, these are the mediums I still select. I
wrote short plays, murder mysteries, weird and extremely stupid poems, and long letters to my
cousin. I discovered letterpress printing in high school and soon owned two small table top hand
operated printing presses. I joined an amateur printing organization and printed a small paper
(which we called journals) for several years. About three years ago, I donated all my printing
equipment to a woman’s club in LA. I have also done silk screen printing, block printing, and
magazine type book binding.

Interest in live theater developed my first year of college. I even switched my major and
went on to earn AA, BA, and MA degrees in speech and drama. For the MA, I researched and
wrote a 166-page thesis on the history of The Barn Theater. And while taking classes and
working on the thesis, I was a part time instructor at Porterville College, teaching both speech
and drama as well as directing several play productions. Once receiving my Masters Degree, I
returned to college to get an elementary education credential and became a classroom teacher for
twenty more years, retiring in 2007. I became involved with The Barn Theater the same year
(1973) as I did in PC productions. I’ve never was as active as I would have liked, but starting a
family and raising two daughters plus other family responsibilities kept me busy. Now, I am still
involved, but only when I feel the urge, which usually comes a short while after I swear “never
again!” It IS a lot of work. Now, I’d rather just sit in the audience and enjoy the shows. Less
stress. But, I still enjoy making and creating things, sometimes sitting down to sketch a bit, read a
good book, write in journals and to friends online, or stare at my long unused screen printing
frames. I just recently purchased some wood carving tools and an air brush painting set. I hope
to put them to use before I get too old to remember I have them.

There’s probably more I could add here, but this should be enough to bore the reader to
sleep. And, maybe it will provide a peak into my fields of interests.
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Alex Schaefer
(Please Print)

Appointment to: Porterville Arts Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or if NEW, please provide:

Street Address: 392 Westside St
Porterville, CA 93257

Mailing Address:

Name of Business:

☐ Own ☐ Operate

Business Address:

Telephone: Home 559-361-6190
Work
FAX
E-mail

City of Porterville resident:
☒ Yes
☐ No

Registered Voter:
☒ Yes
☐ No
Qualifications: **attached bio**

☐ Resume attached
☐ Letter of request attached

Submitted By: [Name]  7/27/2012

Received by:

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

Tentative Council Mtg Date:

Page 2 of 2
Alex P. Schooler
392 Westside St. Porterville, Ca 93257 559-361-6190

OBJECTIVE: Membership Arts Commission, City of Porterville

- EDUCATION
San Jose State University, BA –ART- 6/69
San Jose State University, Lifetime Standard Teaching Credential/Specialization in Secondary Teaching – 6/1970
California School of Professional Psychology, Masters in Organization Behavior (MOB) - 6/95

- WORK HISTORY AND EXPERIENCE
CA Department of Mental Hygiene, Psychiatric Technician, Agnews, CA 1960-70
Milpitas Unified School Art District, Art Teacher- Milpitas Unified School District, Milpitas, CA 1970-82
“Master Art Teacher”, for San Jose State University 1970-1982
California Legislature-Aide to HON. Charles Quackenbush, Assemblyman, District 1990-92
Economic Opportunities Commission, Fresno, CA-Program Manager for Anti-Drug/Gang Unit 1992-97
Antique/Collectible Shop—Partner, Santa Rosa, CA 1997-99

- BOARDS AND COMMITTEES
Los Gatos, CA- Lake Canyon Mutual Water Board, member (1970-90), Vice President (1980-83); Los Gatos Community Improvement Committee, President. Involved in all aspects of establishing successful Rural Mountain Community Wastewater Disposal System (1986-90); Fresno, CA-Central Valley AIDS Team, Board Member (1992-96), President,(1996); Santa Rosa, CA-The Historic Railroad Square Association – Treasurer (1998)

- ART ASSOCIATIONS AND SHOWS
Santa Cruz Art Association
Watsonville Art Association
Venture Gallery, Monterey, CA
Easel Heads Gallery, Visalia, CA
Porterville Art Association 2007- present
Volunteer, Imagine Community Art Center 2011-present
One man show-Mason House, Lindsay CA; 2009
One man show-Imagine Community Art Center, Porterville, CA; 2012

- CURRENT
Have taught Art at Butterfield Charter High School for past five years. Curator for 3 student art shows at “Imagine Community Art Center” and student art is displayed at Butterfield and Porterville Adult School. Introduced my students to portraiture and human anatomy, basic perspective, landscape pastel painting, monotype and intaglio printmaking using a roller press, and Manga (fantasy) art.

Presently work from home studio—Painting, Ceramic Sculpture and Monotype printmaking continue to help me grow as an artist and am fortunate to teach and work with Porterville youth in a positive manner.
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Adrian Monte Reyes
(Please Print)

Appointment to: The Arts Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 360 W. Kanai
Porterville, CA 93257

Mailing Address: ____________________________________________

Name of Business: Royal Air Studios
☐ Own  ☐ Operate

Business Address: 44 S. Park St
Porterville, Ca 93257

Telephone: Home (559) 920 - 2464
Work (559) 793-1500
FAX ____________________________
E-mail Monte Reyes@gmail.com

City of Porterville resident: ☐ Yes ☐ No

Registered Voter: ☐ Yes ☐ No
Qualifications: * Please see Bio for more information:

- Professional Musician - Toured with a Traditional Jazz Band nationally for 25 years.
- Audio Specialist - Recording Engineer
- Graduate of Leadership Porterville - Class of 2010
- Licensed Cosmetologist/Make up Artist - State of California
- Chairman of the Advisory Board - Academy of Performing Arts
  Harmony Magnet Academy - PUSD.

☐ Resume attached
☒ Letter of request attached

Submitted By: [Signature] 7/25/12

Received by: ________________________________

Forwarded to: City Clerk  ☐ Date: ________________________________

City Council  ☐ Date: ________________________________

City Manager  ☐ Date: ________________________________

Applicable Dept.  ☐ Date: ________________________________

Tentative Council Mtg Date: ________________________________

Page 2 of 2
To whom it may concern,

My name is Adrian Monte Reyes and I am interested in being part of the Porterville Arts Commission. As a native of Porterville, it would be a duty which I am well suited for and compelled to undertake. It has been my goal to serve Porterville in a capacity that allows me to use the skills that I have learned through years of work and volunteerism to benefit our community. It is fair to expect that many qualified citizens may be seeking a role on this body and I thank you for allowing me to list some of my accomplishments during your selection process.

- Professional Musician, specializing in Traditional Tenor Banjo – 25 years
- Co-founder of Imagine Community Arts Center, Porterville, Ca
- Graduate of Leadership Porterville, Class of 2010
- Licensed Cosmetologist, State of California, Specializing in Special Effects Make-up- 5 years
- Vice Chair, Community Outreach, Porterville Chamber of Commerce – since 2010
- Secretary, then Chairman of the Transaction and Use Tax Oversight Committee -1 year
- Entertainment Chair, Emcee, Relay for Life Porterville, 2010 –Present
- Chairman, Academy of Performing Arts Advisory Board, Harmony Magnet Academy – 2011-Present
- Porterville Arts Commission Formation Committee
- Co-Chair, Porterville Sesquicentennial Committee

Having moved out of the area as a child in 1981, I attended school in Mtn. View, Ca where I graduated from Mountain View High School. This was followed by many years of touring with a music ensemble and with work in the emerging high tech field in Silicon Valley. Having been both on stage and back stage, I feel that I have a finely tuned understanding of performing arts including theater, vocal and instrumental music, as well as the technical background that supports them. My work with web design and marketing has also allowed me to practice the visual arts.

Thank you very much for your consideration.

Adrian Monte Reyes
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Sandra M. Romero (Please Print)

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

☐ Reappointment; or IF NEW, please provide:

Street Address: 110153 Rd. 192 - Redwood 20
Porterville, CA 93258

Mailing Address: P.O. Box 3808

Name of Business: Student at Harmony Magnet Academy Class '13
☐ Own ☐ Operate

Business Address: 19479 H. Ave
Strathmore, CA 93267

Telephone: Home (559) 781-1074
Work
FAX
E-mail

City of Porterville resident: ☐ Yes ☐ No
Registered Voter: ☐ Yes ☐ No
Qualifications: I am a high school senior involved in many activities that would help me obtain information needed to represent Porterville's youth. I put my heart into each project I embrace myself in, in order to achieve outstanding results, whether it be working by myself or with others.

☐ Resume attached
☐ Letter of request attached

Submitted By: Sandra M. Romero  
Date: 7/22/12

Received by: ________________________________

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

Tentative Council Mtg Date: ____________________________

Page 2 of 2
SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration

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

Since its last review on July 17, 2012, 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. Although all repair projects were originally to be completed by no later than July 2012, the City has received a one (1)-year extension to July 2013.

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
SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider the Drafting and Adoption of a Resolution of Support for CEQA Reforms

SOURCE: City Manager

COMMENT: City Council Member Ward has requested that the Council consider the drafting and adoption of a Resolution of Support for reforms of the California Environmental Quality Act (CEQA).

RECOMMENDATION: Councilman Ward makes the motion that the City Council approve the drafting and consider the adoption of a Resolution of Support for CEQA reforms.

ATTACHMENT: San Diego Union-Tribune Article: "Keep California Green and Golden with CEQA Reforms"; July 12, 2012
Keep California green and golden with CEQA reforms

By George Deukmejian, Pete Wilson & Gray Davis

Thursday, July 12, 2012

Californians are unique — independent, optimistic, innovative, entrepreneurial and self-confident. These characteristics, evident during the Gold Rush, are just as common today in communities up and down California, from the Silicon Valley, to Los Angeles, to San Diego. This entrepreneurial spirit has fueled hundreds of thousands of small businesses throughout our state and created millions of jobs. It’s what makes California the Golden State and why we are the eighth largest economy in the world.

Likewise, California is often referred to as more of a “state of mind” than a state. A place where great weather, geography and natural beauty combine to provide a relaxed and fulfilling lifestyle. Because of this, Californians also share a strong environmental consciousness — one that has helped to make our state the greenest in the country and a world leader in environmental policy. This too is part of who we are.

From these two parts of our collective personality comes a unique challenge — keeping California both “green” and “golden.” Doing this requires reason and understanding that both goals are coequal priorities for Californians. This certainly means protecting our environment. However, it also means a willingness to relentlessly advance smart reforms of environmental laws, business regulations, or policies that unnecessarily disrupt the reasonable balance between being “green” and “golden.”

As three former California governors with firsthand experience managing this dynamic, we believe that one of our state’s oldest environmental laws, the California Environmental Quality Act (CEQA), is in need of modernization.

Adopted in 1970, CEQA provides a process for government to evaluate and mitigate adverse environmental impacts from projects and programs. While CEQA’s original intent must remain intact, now is the time to end reckless abuses of this important law; abuses that are threatening California’s economic vitality, costing jobs, and are wasting valuable taxpayer dollars.

Ending these abuses means modernizing CEQA with smart reforms such as requiring petitioners to disclose their economic interests, adding certainty to the CEQA timeline, avoiding duplicative CEQA reviews, lessening opportunities for litigation and delay and updating CEQA so that it better integrates and coordinates numerous environmental protection mandates.

Today, CEQA lawsuits are frequently filed only to extract concessions not related to the environment, or for the purpose of opposing a project for reasons having nothing to do with environmental protection. For example, in Los Angeles, a company that owns several student housing buildings near USC filed a CEQA lawsuit against another developer in an attempt to stop them from building a competing project in the area.

Frivolous CEQA lawsuits also cost taxpayers real dollars. Recently, the San Diego Association of Governments was the first region in the nation to complete a new long-term regional growth and transportation plan that would reduce greenhouse gas emissions and pollution. After two years of extensive collaboration which generated 4,000 public comments, the plan was adopted. Preserving over half of the region’s land as open space, the plan will create more than 35,000 jobs and generate an additional $4.4 billion in economic activity. Unfortunately, before the ink was even dry, local antigrowth groups filed a CEQA lawsuit putting this “smart growth” blueprint at risk, and unquestionably delaying, if not costing, jobs.

Also in San Diego, in response to multiple lawsuits filed by the Coastal Environmental Rights Foundation, a judge ruled that an annual fireworks display in La Jolla Cove and other community events in urban parks require a CEQA study. Arguably this decision has the effect of broadening CEQA’s reach and opening the door for other temporary events, like charity walks, street fairs and concerts in the park to be pulled into the costly and litigious morass of CEQA review.

Sadly, these are but a small fraction of the examples of abusive CEQA litigation, where costly delays and settlements have had very little to do with true environmental protection.

There has been a lot of talk about the need to confront CEQA litigation abuse, but unfortunately it’s been mostly talk. Inaction is no longer an option, as there is simply too much at risk for both our economy and our environment. We must tackle this important issue now. By applying reason along with well-established California characteristics of innovation, self-confidence, and environmental and economic leadership, we can indeed modernize CEQA, end frivolous litigation abuse, and restore the necessary balance so that our state can remain both “green” and “golden.” As Californians, anything less is simply not acceptable.

Deukmejian, Wilson and Davis, former governors of California, are members of the Southern California Leadership Council, a nonpartisan, nonprofit public policy partnership.

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CITY COUNCIL AGENDA: AUGUST 7, 2012

SCHEDULED MATTER

SUBJECT: PROPOSED ORDINANCE AMENDMENT TO THE MUNICIPAL CODE PERTAINING TO CARD TABLES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: On June 5, 2012, the City Council considered a request from a citizen to amend the City’s regulations to increase the maximum number of card tables allowed in a card room from three (3) to five (5) tables. The Council directed staff to submit the draft ordinance amendment to the State Department of Justice, Bureau of Gambling Control (Bureau) to review and comment on the document prior to the City taking any action to amend the Code. The Business and Professions Code requires the Bureau to review and approve of a Code Amendment (Amendment) prior to any action of the City. On June 7, 2012, staff sent the draft Amendment to the Bureau and they commented back on June 15, 2012, indicating that the proposed Amendment complies with State Gambling laws.

The Amendment would allow up to five (5) card tables in one card room. While the City has historically had three (3) card rooms in operation, two (2) of them have not been active for many years and provisions of State Gambling Law would prevent them from being reactivated without a change in the State law. The card room under the remaining license has not been in operation since last year but could be reactivated provided the owner complies with all applicable local and State laws. A copy of the State’s letter is attached as Attachment 3.

RECOMMENDATION: That the City Council:

1. Consider the proposed amendments to the Development Ordinance and, if approved, give first reading to the draft ordinance; and

2. Waive further reading and order the Ordinance to print.

ATTACHMENTS: 1. Draft Ordinance
2. Complete Staff Report for June 5, 2012
AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
AMENDING THE REGULATIONS FOR
CARD TABLES

WHEREAS: On April 2, 2012, an interested party made a request for the City Council to consider amending Municipal Code Section 15-20, paragraph 6, to allow one card room to have and operate all nine (9) card tables mentioned in the current Municipal Code; and

WHEREAS: The request was scheduled for the City Council’s consideration on April 17, 2012, at which time the Council directed Staff to investigate the State requirements for amending the ordinance relating to the number of tables in any one establishment; and

WHEREAS: On June 5, 2012, the City Council considered the potential amendment of the ordinance to allow an increase of a maximum of two (2) tables at an existing card room pursuant to the provisions of the Business and Professions Code Section 19961.06 and directed Staff to submit the draft ordinance to the State Department of Justice, Bureau of Gambling Control for review and approval by the State Gambling Commission; and

WHEREAS: On June 15, 2012, the State Department of Justice, Bureau of Gambling Control responded to the City’s submittal with a letter stating that the draft ordinance is consistent with Business and Professions Code Section 19961.1; and

WHEREAS: On May 29, 2012, the Environmental Coordinator made a determination that the project is subject to a General Rule Exemption from the California Environmental Quality Act (CEQA).

WHEREAS: On August 7, 2012, the City Council held a duly noticed public hearing to consider the draft ordinance.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt Ordinance No. _______ amending the Porterville Development Ordinance as follows:

SECTION 1:

15-20: REGULATIONS:

A. Card Tables:

1. Conformance With State Law: It is the stated purpose of this subsection to regulate card rooms, licenses and permits in the city of Porterville concurrently with the state of California, and to impose local controls and conditions upon establishments operating card rooms and card tables as permitted in the "gambling control act" as codified in division 8, chapter 5 of the California Business and Professions Code.
2. Licenses: Each card table shall be assigned a separate license with such license designating the number of the table and the location of the table, and the exact place of business where such card table is to be maintained. The operator shall attach to each licensed table a metal identification number, which shall be plainly visible at all times; and no license or identification number shall be transferable; provided, however, that it may be moved to a new location with the approval of the city council.

3. Hours Of Operation: Playing at all card tables shall absolutely cease and terminate at two o'clock (2:00) A.M. of each day; and it is hereby declared to be unlawful for any person to deal, participate in, play, carry on or bet at, against, rent, open up, carry on, conduct or have charge of or to control any card table in the city between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. of each day.

4. Patron Security And Safety: All licensees shall have in effect a security plan to address the safety and security of patrons in and around the card room. The plan, and any amendments thereto, must be filed with and approved by the chief of police. The licensee shall be liable for the security and safety of its patrons to the extent required by law. Any information about security measures that is provided to the city by an establishment operating a card table shall be confidential and not open to public inspection.

The physical arrangements of the gambling area and parking lots of the establishment operating card tables shall meet the requirements and specifications determined necessary by the chief of police for the security and safety of citizens, patrons, and police officers. During all hours of operation, the outside doors to the establishments wherein card tables are operated and the main doors to rooms wherein the tables are located must be unlocked and accessible to the general public. Any part and all of the establishment where a card table is operated shall be open to police inspection during all hours of operation.

5. Wagering Limits: Unless otherwise authorized by the chief of police based upon a finding of necessity because of the rules relating to a particular game, a maximum of ten (10) hands may be dealt at any one table. The maximum number of persons who may participate in play at a table may be limited by the licensee consistent with the provisions of this chapter, provided that in any event, the number of persons present in any establishment or room shall not exceed the occupant load as otherwise prescribed by law. There shall be posted in a conspicuous place on the establishment premises the minimum buy-in and wagering limits. Not later than July 1 of each calendar year, the licensee shall execute under penalty of perjury and file with the chief of police a declaration stating the following: a) the minimum buy-in, table and wagering limits and any and all charges or other fees assessed of all players at a table; and b) a set of the then current posted detailed house rules applicable to the games played. There is no wagering limit imposed by this subsection. However, all wagering limits fixed by the licensee shall be posted as required in this subsection, and shall comply with all state laws and all ordinances of the city.

6. Number Of Gambling Tables: Not more than five (5) card tables shall be located at each establishment. Not more than nine (9) tables total shall be located in the city of
Porterville, and not more than three (3) establishments operating such tables shall be located in the city of Porterville.

7. Location: No license shall be issued except for a location deemed suitable by the city council.

8. Permit Required For Dealers And Employees: All card room dealers and employees shall be required to obtain a permit from the chief of police. In addition, all card room dealers and employees are required to submit to a fingerprint based criminal history background check by the department of justice. Permit applicants are responsible for all fees charged for applying for and obtaining the permit and submitting to the background check. The chief of police shall deny said permit for any of the following reasons, as set forth in California Business and Professions Code section 19850A(a):

   a. Failure of the applicant to clearly establish eligibility and qualification in accordance with California Business and Professions Code, division 8, chapter 5;

   b. Failure of the applicant to provide any information, documentation, and assurances required by said chapter of the Business and Professions Code or requested by the director of the division of gambling control, department of justice, or failure of the applicant to reveal any fact material to qualification, or the supplying of information that is untrue or misleading as to a material fact pertaining to the qualification criteria;

   c. Conviction of the applicant for any crime punishable as a felony;

   d. Conviction of the applicant for any misdemeanor involving dishonesty or moral turpitude within the ten (10) year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to sections 1203.4, 1203.4a and 1203.45 of the California Penal Code;

   e. Association of the applicant with criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code;

   f. Willful and obstinate defiance by the applicant of any legislative investigatory body, or other official investigatory body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling; official corruption related to gambling activities; or criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code; or

   g. The applicant is less than twenty one (21) years of age.

The department of justice's division of gambling control may object to the issuance of a work permit by the city for any cause deemed reasonable by the division.

9. Revocation And Appeal:
a. By The Chief Of Police: The chief of police may refuse to issue or may revoke the permit of a card room dealer or employee at any time if, in his judgment, such action is necessary. A person whose application for a permit is denied or a person whose permit is revoked, if the decision to deny or revoke was made solely by the chief of police, may appeal the action of the chief of police to the city council in accordance with the procedure set forth in subsection 15-13B of this article.

b. By The Division Of Gambling Control: If the division objects to the issuance of a work permit, the permit shall be denied. Any person whose application for a work permit has been denied because of an objection by the division may apply to the California gambling commission for an evidentiary hearing in accordance with regulations. In addition, the California gambling control commission may notify the chief of police to revoke a work permit, if the commission makes the necessary findings after a hearing, pursuant to California Business and Professions Code section 19912A.

SECTION 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 ____, 2012.

By: __________________________
    Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: __________________________
    Patrice Hildreth, Chief Deputy City Clerk
SCHEDULED MATTER

SUBJECT: PROPOSED ORDINANCE AMENDMENT TO THE MUNICIPAL CODE PERTAINING TO CARD TABLES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: On April 17, 2012, the City Council considered a citizen's request of the City Council to amend the Porterville Municipal Code to allow for one card room to have and to operate all nine (9) tables provided for in the Municipal Code. The City Council directed staff to evaluate legal potential to approve an expansion and to prepare an amendment to the Municipal Code consistent with the legal parameters of State Gambling Law.

In response to Council's direction, the City Manager, Community Development Director and Captain Rodriguez met (via telephone) with representatives of the California Department of Justice, Bureau of Gambling Control (Bureau) to discuss the proposed amendment. The primary controlling factor as to whether the City can approve additional card tables at an establishment depends on the ordinance the City had in effect on January 1, 1995, or January 1, 2010, as contained in Business and Professions (B&P Code) Code Section 19961 through 19965. A copy is attached as Attachment 1 for reference.

It is important to fully understand what the City's current ordinance allows with regard to number of card rooms and tables in order to understand the applicable provisions of the B&P Code. Section 15-20 A.6. states that not more than three (3) card tables shall be located at each establishment, not more than nine (9) tables in total shall be located in the City, and not more than three (3) establishments operating such tables shall be located in the City.

As noted above, an interested party has requested that the City Council amend the current ordinance to allow all nine tables to be located in one establishment. The B&P Code limits a city's ability to expand the number of tables allowed in the city or in a card room. Given the history of the City's ordinance and prior amendments, B&P Code Section 19961.06 limits the total increase in tables at an establishment to no more than two additional tables. This would result in a total of no more than five (5) tables in the active card room. The two (2) other card room licenses that ceased operation many years ago are not available to be reactivated nor transferred to a consolidated site, under the current provisions of the B&P Code. The City may exercise the authority provided by this section only one time, but this authority shall be in addition to any authorization under any other law for a city to increase the number of gambling tables operated in a card room in the City.
If the City Council determines its interest in amending the City's ordinance to allow up to 5 (five) tables at the remaining card room, the State Gambling Commission would need to approve the draft ordinance prior to the Council taking action. Staff at the Bureau indicated that since they have done the majority of their research for our meeting, it would not take them much longer than 30 days to review a draft ordinance. Staff has attached a draft ordinance for the Council to consider submitting to the Bureau for review and approval by the Commission.

The City Attorney can provide additional information on whether the City can further regulate card rooms and impose additional fees.

RECOMMENDATION: That the City Council provide direction to staff regarding the submittal of the draft ordinance to the State Department of Justice, Bureau of Gambling Control for review and approval by the State Gambling Commission.

ATTACHMENTS:  
1. Business and Professions Code Sections 19961 - 19965
2. Draft Amendment
3. Draft Ordinance
4. April 17, 2012, Council Agenda Item
19960. This chapter shall not prohibit the enactment, amendment, or enforcement of any ordinance by any city, county, or city and county relating to licensed gambling establishments that is not inconsistent with this chapter. No city, county, or city and county shall issue a gambling license with respect to any gambling establishment unless one of the following is true:

(a) The gambling establishment is located in a city, county, or city and county wherein, after January 1, 1984, an ordinance was adopted by the electors of the city, county, or city and county, in an election conducted pursuant to former Section 19819 of the Business and Professions Code, as that section read immediately before its repeal by the act that enacted this chapter.

(b) The gambling establishment is located in a city, county, or city and county wherein, prior to January 1, 1984, there was in effect an ordinance that expressly authorized the operation of one or more cardrooms.

(c) After the effective date of this chapter, a majority of the electors voting thereon affirmatively approve a measure permitting controlled gambling within that city, county, or city and county.

(1) The measure to permit controlled gambling shall appear on the ballot in substantially the following form: "Shall licensed gambling establishments in which any controlled games permitted by law, such as draw poker, low-ball poker, panguine (pan), seven-card stud, or other lawful card games or tile games, are played, be allowed in _____? Yes ____ No ____.

(2) In addition, the initial implementing ordinances shall be drafted and appear in full on the sample ballot and shall set forth at least all of the following:

(A) The hours of operation.

(B) The games to be played.

(C) The wagering limits.

(D) The maximum number of gambling establishments permitted by the ordinance.

(E) The maximum number of tables permitted in each gambling establishment.

(d) The authorization of subdivision (c) is subject to Sections 19962 and 19963 until those sections are repealed.

19961. (a) (1) Except as provided in paragraph (2), on or after the effective date of this chapter, any amendment to any ordinance that
would result in an expansion of gambling in the city, county, or city and county, shall not be valid unless the amendment is submitted for approval to the voters of the city, county, or city and county, and is approved by a majority of the electors voting thereon.

(2) Notwithstanding paragraph (1) and Section 19962, an ordinance may be amended without the approval of the electors after the effective date of this chapter to expand gambling by a change that results in an increase of less than 25 percent with respect to any of the matters set forth in paragraphs (1), (2), (3), and (5) of subdivision (b). Thereafter, any additional expansion shall be approved by a majority of the electors voting thereon.

(b) For the purposes of this article, "expansion of gambling" means, when compared to that authorized on January 1, 1996, or under an ordinance adopted pursuant to subdivision (a) of Section 19960, whichever is the lesser number, a change that results in any of the following:

(1) An increase of 25 percent or more in the number of gambling tables in the city, county, or city and county.
(2) An increase of 25 percent or more in the number of licensed card rooms in the city, county, or city and county.
(3) An increase of 25 percent or more in the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county.
(4) The authorization of any additional form of gambling, other than card games, that may be legally played in this state, to be played at a gambling establishment in the city, county, or city and county.
(5) An increase of 25 percent or more in the hours of operation of a gambling establishment in the city, county, or city and county.
(c) The measure to expand gambling shall appear on the ballot in substantially the following form: "Shall gambling be expanded in ___ beyond that operated or authorized on January 1, 1996, by ___ (describe expansion) Yes ___ No ___ ."
(d) The authorization of subdivision (c) is subject to Sections 19962 and 19963 until those sections are repealed.
(e) Increasing the number of games offered in a gambling establishment does not constitute an expansion of gambling pursuant to this section.
(f) No city, county, or city and county shall amend its ordinance in a cumulative manner to increase gambling by more than 25 percent for the factors listed in subdivision (b), when compared to that authorized on January 1, 1996, without conducting an election pursuant to this section.

19961.06. Notwithstanding Sections 19961 and 19962, a city, county, or city and county may amend an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county, compared to
the ordinance that was in effect on January 1, 2010. A city, county, or city and county may exercise the authority provided by this section only one time, but this authority shall be in addition to any authorization under any other law for a city, county, or city and county to increase the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county.

19961.1. Any amendment to a city or county ordinance relating to gambling establishments, or the Gambling Control Act, shall be submitted to the department for review and comment, before the ordinance is adopted by the city or county.

19962. (a) On and after the effective date of this chapter, neither the governing body nor the electors of a county, city, or city and county that has not authorized legal gaming within its boundaries prior to January 1, 1996, shall authorize legal gaming.
   (b) An ordinance in effect on January 1, 1996, that authorizes legal gaming within a city, county, or city and county may not be amended to expand gaming in that jurisdiction beyond that permitted on January 1, 1996.
   (c) This section shall become operative on January 1, 2010.
   (d) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

19963. (a) In addition to any other limitations on the expansion of gambling imposed by Section 19962 or any provision of this chapter, the commission may not issue a gambling license for a gambling establishment that was not licensed to operate on December 31, 1999, unless an application to operate that establishment was on file with the department prior to September 1, 2000.
   (b) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

19964. No city, county, or city and county may grant, or permit to continue in effect, a license to deal, operate, carry on, conduct, maintain, or expose for play any controlled game to any applicant or holder of a local license unless the applicant or local licensee is an owner licensee as defined in this chapter. However, the issuance
of a state gambling license to a person imposes no requirements upon the city, county, or city and county to issue a license to the person.

19965. Notwithstanding Sections 19961 and 19962, a city, county, or city and county may amend an ordinance to increase the number of gambling tables that may be operated in a gambling establishment as follows:
   (a) If the ordinance in effect on July 1, 2007, provided for five to eight tables, inclusive, the amended ordinance may allow an increase of three tables.
   (b) If the ordinance in effect on July 1, 2007, provided for nine to 12 tables, inclusive, the amended ordinance may allow an increase of four tables.

19966. If a gambling establishment is located in an unincorporated area annexed by a city, notwithstanding Section 19960 or 19962, without a local election other than the election to approve the annexation, the city acquiring jurisdiction may adopt an ordinance permitting and regulating controlled gaming in the existing gambling establishment, providing hours of operation, the games to be played, wagering limits, the maximum number of gambling establishments, and the maximum number of tables permitted in each gambling establishment, the same as those limits in any ordinance or resolutions that formerly applied to the gambling establishment. Where this article refers to an expansion of gaming as compared to that permitted on January 1, 1996, for the purposes of this section, that reference shall be to the ordinance or resolutions that governed the gambling establishment as of that date.
6. Number Of Gambling Tables: Not more than five (5) card tables shall be located at each establishment. Not more than nine (9) tables total shall be located in the city of Porterville, and not more than three (3) establishments operating such tables shall be located in the city of Porterville.
AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
AMENDING THE REGULATIONS FOR
CARD TABLES

WHEREAS: On April 2, 2012, an interested party made a request for the City Council to consider amending Municipal Code Section 15-20, paragraph 6 to allow one card room to have and operate all nine (9) card tables mentioned in the current Municipal Code; and

WHEREAS: The request was scheduled for the City Council’s consideration on April 17, 2012, at which time the Council directed Staff to investigate the State requirements for amending the ordinance relating to the number of tables in any one establishment; and

WHEREAS: On June 5, 2012, the City Council considered the potential amendment of the ordinance to allow an increase of a maximum of two (2) tables at an existing card room pursuant to the provisions of the Business and Professions Code Section 19961.06 and directed Staff submit the draft ordinance to the State Department of Justice, Bureau of Gambling Control for review and approval by the State Gambling Commission; and

WHEREAS: On May 29, 2012, the Environmental Coordinator made a determination that the project is subject to a General Rule Exemption from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt Ordinance No. ________ amending the Porterville Development Ordinance as follows:

SECTION 1:

15-20: REGULATIONS:

A. Card Tables:

1. Conformance With State Law: It is the stated purpose of this subsection to regulate card rooms, licenses and permits in the city of Porterville concurrently with the state of California, and to impose local controls and conditions upon establishments operating card rooms and card tables as permitted in the "gambling control act" as codified in division 8, chapter 5 of the California Business and Professions Code.

2. Licenses: Each card table shall be assigned a separate license with such license designating the number of the table and the location of the table, and the exact place of business where such card table is to be maintained. The operator shall attach to each licensed table a metal identification number, which shall be plainly visible at all times; and no license or identification number shall be transferable; provided, however, that it may be moved to a new location with the approval of the city council.
3. Hours Of Operation: Playing at all card tables shall absolutely cease and terminate at two o'clock (2:00) A.M. of each day; and it is hereby declared to be unlawful for any person to deal, participate in, play, carry on or bet at, against, rent, open up, carry on, conduct or have charge of or to control any card table in the city between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. of each day.

4. Patron Security And Safety: All licensees shall have in effect a security plan to address the safety and security of patrons in and around the card room. The plan, and any amendments thereto, must be filed with and approved by the chief of police. The licensee shall be liable for the security and safety of its patrons to the extent required by law. Any information about security measures that is provided to the city by an establishment operating a card table shall be confidential and not open to public inspection.

The physical arrangements of the gambling area and parking lots of the establishment operating card tables shall meet the requirements and specifications determined necessary by the chief of police for the security and safety of citizens, patrons, and police officers. During all hours of operation, the outside doors to the establishments wherein card tables are operated and the main doors to rooms wherein the tables are located must be unlocked and accessible to the general public. Any part and all of the establishment where a card table is operated shall be open to police inspection during all hours of operation.

5. Wagering Limits: Unless otherwise authorized by the chief of police based upon a finding of necessity because of the rules relating to a particular game, a maximum of ten (10) hands may be dealt at any one table. The maximum number of persons who may participate in play at a table may be limited by the licensee consistent with the provisions of this chapter, provided that in any event, the number of persons present in any establishment or room shall not exceed the occupant load as otherwise prescribed by law. There shall be posted in a conspicuous place on the establishment premises the minimum buy-in and wagering limits. Not later than July 1 of each calendar year, the licensee shall execute under penalty of perjury and file with the chief of police a declaration stating the following: a) the minimum buy-in, table and wagering limits and any and all charges or other fees assessed of all players at a table; and b) a set of the then current posted detailed house rules applicable to the games played. There is no wagering limit imposed by this subsection. However, all wagering limits fixed by the licensee shall be posted as required in this subsection, and shall comply with all state laws and all ordinances of the city.

6. Number Of Gambling Tables: Not more than five (5) card tables shall be located at each establishment. Not more than nine (9) tables total shall be located in the city of Porterville, and not more than three (3) establishments operating such tables shall be located in the city of Porterville.

7. Location: No license shall be issued except for a location deemed suitable by the city council.
8. Permit Required For Dealers And Employees: All card room dealers and employees shall be required to obtain a permit from the chief of police. In addition, all card room dealers and employees are required to submit to a fingerprint based criminal history background check by the department of justice. Permit applicants are responsible for all fees charged for applying for and obtaining the permit and submitting to the background check. The chief of police shall deny said permit for any of the following reasons, as set forth in California Business and Professions Code section 19850A(a):

a. Failure of the applicant to clearly establish eligibility and qualification in accordance with California Business and Professions Code, division 8, chapter 5;

b. Failure of the applicant to provide any information, documentation, and assurances required by said chapter of the Business and Professions Code or requested by the director of the division of gambling control, department of justice, or failure of the applicant to reveal any fact material to qualification, or the supplying of information that is untrue or misleading as to a material fact pertaining to the qualification criteria;

c. Conviction of the applicant for any crime punishable as a felony;

d. Conviction of the applicant for any misdemeanor involving dishonesty or moral turpitude within the ten (10) year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to sections 1203.4, 1203.4a and 1203.45 of the California Penal Code;

e. Association of the applicant with criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code;

f. Willful and obstinate defiance by the applicant of any legislative investigatory body, or other official investigatory body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling; official corruption related to gambling activities; or criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code; or

g. The applicant is less than twenty one (21) years of age.

The department of justice's division of gambling control may object to the issuance of a work permit by the city for any cause deemed reasonable by the division.

9. Revocation And Appeal:

a. By The Chief Of Police: The chief of police may refuse to issue or may revoke the permit of a card room dealer or employee at any time if, in his judgment, such action is necessary. A person whose application for a permit is denied or a person whose permit is revoked, if the decision to deny or revoke was made solely by the chief of police, may appeal the action of the chief of police to the city council in accordance with the procedure set forth in subsection 15-13B of this article.
b. By The Division Of Gambling Control: If the division objects to the issuance of a work permit, the permit shall be denied. Any person whose application for a work permit has been denied because of an objection by the division may apply to the California gambling commission for an evidentiary hearing in accordance with regulations. In addition, the California gambling control commission may notify the chief of police to revoke a work permit, if the commission makes the necessary findings after a hearing, pursuant to California Business and Professions Code section 19912A.

SECTION 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 _____, 2012.

By: ___________________________  Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By: ___________________________  Patrice Hildreth, Chief Deputy City Clerk
SCHEDULED MATTER

SUBJECT: REQUEST FOR AN AMENDMENT TO THE MUNICIPAL CODE PERTAINING TO CARD TABLES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: Staff has received a written request for the City Council to consider an amendment to Chapter 15 – Licenses and Business Regulations of the Municipal Code (Code) “to permit up to nine (9) card tables in one card room establishment in the City of Porterville or fewer card tables per establishment if there be more than one such establishment”. The Code currently stipulates the maximum number of card rooms and the maximum number of tables per card room allowed in the City. Section 15-20 A.6. of the Code states that not more than three (3) card tables shall be located at each establishment, not more than nine (9) tables in total shall be located in the City, and not more than three (3) establishments operating such tables shall be located in the City.

If the City Council wishes to consider the applicant’s request, the Council can direct staff to prepare a draft code amendment and to affirm that the draft amendment is in accordance with State Gambling Law.

Prior to locating a card room, the Council is required to approve a suitable location. As noted in the applicant’s request, the applicant has identified a site on which they would like to operate the business; however, consideration of the location is not before the Council at this time. That would come to a subsequent meeting once the Council has determined whether to amend the Code and all aspects of local and state laws have been evaluated.

RECOMMENDATION: That the City Council provide direction to staff.

ATTACHMENTS:
1. Applicant’s Request Letter
2. Municipal Code, Section 15-20: Regulations
March 30, 2012

John D. Lollis
City Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

VIA FAX/U.S. Mail

RE: Proposed Change to City Ordinance 15-20:6

Dear Mr. Lollis:

Please be advised I have been retained by Candice Garrett with regard to the above matter. I write to request that an item be placed before the Porterville City Council regarding Ms. Garrett's request to change City of Porterville's City Code 15-20 paragraph 6 to allow one card room to have and operate all nine (9) card tables mentioned in the current ordinance.

There was a meeting at your office on Tuesday, March 27, 2012, at which Ms. Garrett's father, Darrin Garrett presented their business proposal of opening a new card room in Porterville. The establishment is intended to be "classy" and modern such as the "The Aviator" card room in Delano, CA, which currently has twenty (20) card tables. My client's proposed site is the old Paul Bunyan meeting hall at Morton & Porter Rd. However, with the current limit of only 3 card tables per card room establishment, their proposed card room would not be economically feasible.

My client requests that the City of Porterville amend City Code 15-20:6 to permit up to nine (9) card tables in one card room establishment in the city of Porterville or fewer card tables per establishment if there be more than one such establishment. The overall limit of nine card tables in Porterville would not change. Please take the steps necessary to present this proposed amendment to the City Staff and the City Council for consideration and vote of approval.

Please give me a call if you have any questions or if you require further information to move this matter forward.

Thank you for your attention to this matter.

Very truly yours,

Robert E. Vanderhorst

cc: Porterville Police Captain, Silver Rodriguez;
Porterville City Planner, Brad Dunlop;
City Council Members: Ron Irish, Mayor
Cameron Hamilton, Vice Mayor, Pete McCracker, Brian Ward and Greg Shelton
Municipal Code, Section 15-20: Regulations

A. Card Tables:

1. Conformance With State Law: It is the stated purpose of this subsection to regulate card rooms, licenses and permits in the city of Porterville concurrently with the state of California, and to impose local controls and conditions upon establishments operating card rooms and card tables as permitted in the "gambling control act" as codified in division 8, chapter 5 of the California Business and Professions Code.

2. Licenses: Each card table shall be assigned a separate license with such license designating the number of the table and the location of the table, and the exact place of business where such card table is to be maintained. The operator shall attach to each licensed table a metal identification number, which shall be plainly visible at all times; and no license or identification number shall be transferable; provided, however, that it may be moved to a new location with the approval of the city council.

3. Hours Of Operation: Playing at all card tables shall absolutely cease and terminate at two o'clock (2:00) A.M. of each day; and it is hereby declared to be unlawful for any person to deal, participate in, play, carry on or bet at, against, rent, open up, carry on, conduct or have charge of or to control any card table in the city between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. of each day.

4. Patron Security And Safety: All licensees shall have in effect a security plan to address the safety and security of patrons in and around the card room. The plan, and any amendments thereto, must be filed with and approved by the chief of police. The licensee shall be liable for the security and safety of its patrons to the extent required by law. Any information about security measures that is provided to the city by an establishment operating a card table shall be confidential and not open to public inspection.

The physical arrangements of the gambling area and parking lots of the establishment operating card tables shall meet the requirements and specifications determined necessary by the chief of police for the security and safety of citizens, patrons, and police officers. During all hours of operation, the outside doors to the establishments wherein card tables are operated and the main doors to rooms wherein the tables are located must be unlocked and accessible to the general public. Any part and all of the establishment where a card table is operated shall be open to police inspection during all hours of operation.

5. Wagering Limits: Unless otherwise authorized by the chief of police based upon a finding of necessity because of the rules relating to a particular game, a maximum of ten (10) hands may be dealt at any one table. The maximum number of persons who may participate in play at a table may be limited by the licensee consistent with the provisions of this chapter, provided that in any event, the number of persons present in any establishment or room shall not exceed the occupant load as otherwise prescribed by law. There shall be posted in a conspicuous place on the establishment premises the minimum buy-in and wagering limits. Not later than July 1 of each calendar year, the licensee shall execute under penalty of perjury and file with the chief of police a declaration stating the following: a) the minimum buy-in, table and wagering limits and any and all charges or other fees assessed of all players at a table; and b) a set of the then current posted detailed house rules applicable to the games played. There is no wagering limit imposed by this subsection. However, all wagering limits fixed by the licensee shall be posted as required in this subsection, and shall comply with all state laws and all ordinances of the city.

6. Number Of Gambling Tables: Not more than three (3) card tables shall be located at each establishment. Not more than nine (9) tables total shall be located in the city of Porterville, and not more than three (3) establishments operating such tables shall be located in the city of Porterville.

Attachment 2
7. Location: No license shall be issued except for a location deemed suitable by the city council.

8. Permit Required For Dealers And Employees: All card room dealers and employees shall be required to obtain a permit from the chief of police. In addition, all card room dealers and employees are required to submit to a fingerprint based criminal history background check by the department of justice. Permit applicants are responsible for all fees charged for applying for and obtaining the permit and submitting to the background check. The chief of police shall deny said permit for any of the following reasons, as set forth in California Business and Professions Code section 19850A(a):

a. Failure of the applicant to clearly establish eligibility and qualification in accordance with California Business and Professions Code, division 8, chapter 5;

b. Failure of the applicant to provide any information, documentation, and assurances required by said chapter of the Business and Professions Code or requested by the director of the division of gambling control, department of justice, or failure of the applicant to reveal any fact material to qualification, or the supplying of information that is untrue or misleading as to a material fact pertaining to the qualification criteria;

c. Conviction of the applicant for any crime punishable as a felony;

d. Conviction of the applicant for any misdemeanor involving dishonesty or moral turpitude within the ten (10) year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to sections 1203.4, 1203.4a and 1203.45 of the California Penal Code;

e. Association of the applicant with criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code;

f. Wilful and obstinate defiance by the applicant of any legislative investigatory body, or other official investigatory body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling; official corruption related to gambling activities; or criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code;

9. Revocation And Appeal:

a. By The Chief Of Police: The chief of police may refuse to issue or may revoke the permit of a card room dealer or employee at any time if, in his judgment, such action is necessary. A person whose application for a permit is denied or a person whose permit is revoked, if the decision to deny or revoke was made solely by the chief of police, may appeal the action of the chief of police to the city council in accordance with the procedure set forth in subsection 15-13B of this article.

b. By The Division Of Gambling Control: If the division objects to the issuance of a work permit, the permit shall be denied. Any person whose application for a work permit has been denied because of an objection by the division may apply to the California gambling commission for an evidentiary hearing in accordance with regulations. In addition, the California gambling control commission may notify the chief of police to revoke a work permit, if the commission makes the necessary findings after a hearing, pursuant to California Business and Professions Code section 19912A.
June 15, 2012

Mr. Bradley D. Dunlap
Community Development Director
City of Porterville
291 N. Main Street
Porterville, California 93257

Re: City of Porterville’s Gambling Ordinance

Dear Mr. Dunlap:

On June 11, 2012, the Bureau of Gambling Control (Bureau) received the proposed amendments to the City of Porterville’s ordinance in accordance with Business and Professions (B&P) Code section 19961.1. The Bureau has reviewed the amendment regarding the increase in the maximum number of gaming tables from three tables to five in each gambling establishment.

The Bureau’s review determined that the proposed changes to increase the maximum number of gaming tables from three to five in each gambling establishment per B&P Code section 19961.06, complies with applicable provisions of the Gambling Control Act.

Upon approval and adoption of the proposed amendments, please provide the Bureau with a signed, certified copy of the amendments. If you have any questions, please contact Analyst Brenda Weygandt of my staff at (916) 227-5681. Thank you for your cooperation in this matter.

Sincerely,

NORM PIERCE
Assistant Bureau Chief
Bureau of Gambling Control

For KAMALA D. HARRIS
Attorney General

ATTACHMENT
ITEM NO. 3
SUBJECT: CONDITIONAL USE PERMIT 2012-007 TO ALLOW FOR A 60-FOOT HIGH COMMUNICATIONS TOWER AT 1809 SOUTH NEWCOMB STREET FOR SOUTHERN CALIFORNIA GAS COMPANY

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: The applicant, Southern California Gas Company, requests a conditional use permit (CUP) to construct a 60-foot high telecommunications tower at 1809 South Newcomb Street. The proposed antenna will serve as an integral part of the Gas Company's operations. A CUP is required for all non-camouflaged telecommunication towers.

Staff finds that the proposal set forth is in conformance with the Development Ordinance as related to telecommunication facilities in Section 306. The attached staff report details the specifics of the proposal and detailed findings.

RECOMMENDATION: That the City Council adopt the Draft Resolution approving Conditional Use Permit 2012-007, subject to conditions of approval.

ATTACHMENTS:

1. Full Staff Report
2. Site Plan, locator map, tower layout and elevation plan
3. Draft Resolution approving Conditional Use Permit 2012-007
DETAILED STAFF REPORT

SUBJECT: CONDITIONAL USE PERMIT 2012-007 TO ALLOW FOR A 60-FOOT HIGH COMMUNICATIONS TOWER AT 1809 SOUTH NEWCOMB STREET FOR SOUTHERN CALIFORNIA GAS COMPANY

APPLICANT: Southern California Gas Co. 
AGENT: Palmerin Construction
PO Box 3249 Terminal Annex
Los Angeles, CA 90051

25827 Jefferson Avenue
Murrieta, CA 92562

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: Southern California Gas Company (a Sempra Energy utility) is the local natural gas provider in Tulare County. In its provision of services, Southern California Gas Company must maintain communication with other regional centers, such as in Bakersfield, Visalia, and Fresno. The proposed telecommunication tower is designed to accommodate this need at their existing location at 1809 South Newcomb, south of Scranton Avenue, near the airport. The company proposes to construct a ground-mounted 60 ft. high telecommunications tower on the northern portion of their site in an IA (Airport Industrial) Zone.

SPECIFIC REQUEST: To construct this non-camouflaged-type tower, a conditional use permit is necessary, pursuant to Section 306.03 (a)(3) of the Development Ordinance.

GENERAL PLAN AND ZONING: The General Plan designates the site as Industrial Park Use. The subject site is zoned Airport Industrial (IA).

SURROUNDING ZONING AND LAND USE:

North: (IA) Airport Industrial Zone – Industrial Park Land Use
South: (IA) Airport Industrial Zone – Industrial Park Land Use
East: (IP) Industrial Park Zone – Industrial Park Land Use
West: (IA) Airport Industrial Zone – Industrial Park Land Use

PROJECT DETAILS: The applicant requested a Conditional Use Permit to allow for the construction of a non-camouflaged monopole type communications tower, in lieu of a camouflaged tower, as required by the Porterville Development Ordinance. The overall site is developed with one building and a parking lot. The applicant proposes to construct the 60 ft. high monopole type telecommunication facility in the northern portion of the fenced site. This is an optimal location for the tower because it does not conflict with normal operations of the site and it is located adjacent to an existing building that can house the necessary appurtenant facilities for the tower.

STAFF ANALYSIS: Chapter 306 of the Development Ordinance provides provisions and guidance for development of Telecommunication Facilities. The monopole design submitted by the applicant meets the minimum application requirements as set forth in Section 306.04, as well as the general

ATTACHMENT
ITEM NO. 1
development requirements set forth in Section 306.06.

The lack of existing trees and other tall structures in the area negates the possibility to construct a camouflaged facility at this location. Initially proposed are three (3) dishes, each six (6) feet in diameter mounted tight against the tower. Due to the proximity to the Porterville Airport, the applicant was required to contact Federal Aviation Administration (FAA) to confirm that no hazards to air navigation would result from the proposed project. According to the FAA letter (Aeronautical Study No. 2012-AWP-518-OE), the proposed structure “does not exceed obstruction standards and would not be a hazard to air navigation provided [the FAA is notified] within five days after the construction reaches its greatest height.” The letter went on to say, “based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory Circular 70/7460-1 K Change 2.” Consistent with Section 306.06 of the Development Ordinance, no marking or lighting is included as a project component.

ENVIRONMENTAL: The project is exempt from Environmental Review under CEQA Guidelines Section 15301 Class 11 (Accessory Structures).

DATE FILED FOR PROJECT REVIEW COMMITTEE PROCESSING: April 18, 2012

DATE ACCEPTED AS COMPLETE: July 23, 2012
RESOLUTION NO. 

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF CONDITIONAL USE PERMIT 2012-007 TO ALLOW THE CONSTRUCTION OF A 60 FT. HIGH TELECOMMUNICATIONS TOWER FOR SOUTHERN CALIFORNIA GAS COMPANY LOCATED AT 1809 SOUTH NEWCOMB STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of August 7, 2012, conducted a public hearing to consider a request by Southern California Gas Company to construct a 60 ft. high telecommunications tower at the existing building at 1809 South Newcomb Street, south of Scranton Avenue, near the Porterville Airport as identified in Exhibit “A” for improved communications between regional facilities; and

WHEREAS: The applicant requested a Conditional Use Permit to allow for the construction of a non-camouflaged monopole type communications tower, in lieu of a camouflaged tower, as required by the Porterville Development Ordinance; and

WHEREAS: The City Council made the following findings for the Conditional Use Permit per Section 605.04:

1. Approval of the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The local community relies heavily on technology, wireless communication, and smart infrastructure. The proposed project provides the opportunity for improving these services and meeting the following General Plan expectations and guiding policies:

- General Plan 1.1 (pg 2) – “Support sustainable development...development that meets the needs of the present without compromising the ability of future generations to meet their own needs.”

- General Plan 1.1 (pg 3) – “Plan in a manner that improves the quality of life for the whole community and meets future land needs based on the projected population and job growth.”

- LU-G-3 – “Promote sustainability in the design and development of public and private development projects.”

- ED-G-2 – “Retain, improve, and promote existing businesses in Porterville...”
2. The location, size, design and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan and with any other applicable plan adopted by the City Council:

The Industrial Park General Plan land use designation and corresponding Airport Industrial (IA) zone district where the project would be located is consistent with the primary use at the project site: the existing utility company substation. Installation of the proposed monopole telecommunication facility is accessory to this use, and would provide a technologically superior means for the Porterville office to communicate with other like facilities in the region.

A Conditional Use Permit is required due to the non-camouflage design of the tower. The lack of existing trees and other tall structures in the area negates the possibility of constructing a camouflaged facility at this location. The industrial nature of the surrounding area and its distance from residential areas lessens the requirement for a camouflage facility at this location.

WHEREAS: The City Council made the following findings with respect to a request for a Telecommunication Facilities per Section 306.07:

1. The proposed telecommunication facility will comply with all applicable State and Federal standards and requirements.

According to the information submitted by the applicant, the facility will comply with applicable Federal and State standards and requirements. A valid FCC license will be issued by the applicable regulating authority following completion of the construction of the tower.

2. The proposed telecommunication facility will conform with the specific purposes of this chapter and any special standards applicable to the proposed facility.

The antenna structure as proposed conforms to the standards of this code as follows:

- Since the antenna is not camouflaged, the use is permitted with a conditional use permit. (306.03(a)3).

- The tower shall meet or exceed current standards and regulations of the FCC, the FAA and other applicable agencies. (306.03(b)).

- A City of Porterville building permit will be required before construction of the tower is allowed. (306.03(c)).

- The height of the tower is less than 100 feet. (306.06(a))
- The tower and auxiliary equipment cabinets on the site are setback at least five feet from the adjacent property line and are not located in the front yard setback (306.06(b) & 306.06(c)7).

- The tower is of monopole design (306.06(c)3).

3. The applicant has made good faith and reasonable efforts to locate a telecommunication facility on a support structure other than a new monopole or lattice tower or to accomplish co-location:

No other like facility exists within a mile of the project area.

4. To locate a telecommunication facility where it is readily visible from the habitable area of a dwelling unit within three hundred (300) feet or at any location where it is visible from a public right-of-way, public park, or other public recreation or cultural facility, the decision-making authority shall find that:

(a) It is not feasible to provide the service at another location or to incorporate additional measures such as a decrease in height, increase in setback, change in design, relocation relative to other structures or natural features, that would further reduce its visibility.

Not Applicable

(b) The proposed telecommunication facility provides an important link in the applicant's service area build-out and is necessary to provide personal wireless services to City residents.

Not Applicable

(c) It is not feasible to incorporate additional measures that would make the telecommunication facility not readily visible, meaning that a person with normal vision can see the facility and distinguish it as an antenna or other component of a telecommunication facility.

Not Applicable

(d) The Zoning Administrator may waive or modify requirements of this chapter upon finding that strict compliance would result in noncompliance with applicable Federal or State law.

Not Applicable
NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the aforementioned conditional use permit, subject to the following conditions.

1. The Conditional Use Permit shall become null and void if not undertaken and actively and continuously pursued within two (2) years.

2. The telecommunication facility shall provide space and make available co-location opportunities to future service providers on the proposed tower and not require approval by the City Council.

3. Due to the fact that the facility is not proposed to be camouflaged or screened, all mounted equipment and panel antennas shall be mounted closely to the tower.

4. The tower must remain a minimum of five (5) ft. from any property line.

5. The applicant shall comply with the Porterville Development Ordinance, specifically Sections 306.04 (Minimum Application Requirements) and 306.06 (General Development Requirements).

6. The tower shall not be artificially lighted unless required by the FAA or other applicable authority. If required, two (2) sets of energy calculations shall be submitted with the building permit.

7. For security and restricted access purposes, the proposed 17’ x 17’ area shall be secured and screened with a 6’ tall fence.

8. A permanent sign, approximately 16” x 32” shall be placed on the gate of the fence surrounding the facility with appropriate information to contact the operator to facilitate emergency services.

9. The development of the proposed antenna and related improvements, including landscaping, shall conform to the plans attached as Exhibit A.

10. All comments provided by the Project Review Committee shall be addressed and adhered to.

11. The project shall comply with all applicable codes, including payment of fees as required.

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk
SUBJECT: SECOND READING – ORDINANCE NO. 1790 – ZONE CHANGE FROM VARIOUS ZONES TO RM-3 (HIGH DENSITY RESIDENTIAL) FOR MULTIPLE AREAS THROUGHOUT THE CITY

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: Ordinance 1790, an Ordinance of the City Council of the City of Porterville approving Zone Change of Various Zones to RM-3 (High Density Residential) for Multiple Areas throughout the City, was given first reading on July 17, 2012, and was printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1790, waive further reading, and adopt said Ordinance.

ATTACHMENT: Ordinance No. 1790
ORDINANCE NO. 1790

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ZONE CHANGE FROM VARIOUS ZONES TO RM-3 (HIGH DENSITY
RESIDENTIAL) FOR MULTIPLE AREAS THROUGHOUT THE CITY

WHEREAS: The City Council of the City of Porterville at its regularly scheduled
meeting of July 17, 2012, conducted a public hearing to approve findings and consider Zone
Change 2012-001, being a change of zone from RM-2 (Medium Density Residential), RS-2
(Low Density Residential), RS-1 (Very Low Density Residential), CR (Retail Centers), and D-
MX (Downtown Mixed Use) to RM-3 (High Density Residential) for those sites located city-
wide as represented in Exhibit A; and

WHEREAS: The City Council of the City of Porterville determined that the proposed
Zone Change 2012-001 is consistent with the guiding and implementation policies of the adopted
2030 General Plan; and

WHEREAS: The City Council of the City of Porterville, after proceedings duly had and
taken, and after due and legal notice having been given, as prescribed in Section 613.06 of the
City of Porterville Development Ordinance, and the laws of the State of California, has
determined that the public interest would best be served by approval of the proposed Zone
Change; and

WHEREAS: The City Council made the following findings in support of the approval of
this Zone Change:

1. The focused rezone project is necessary to meet the objectives in the adopted City GP
by providing available lands to accommodate a full range of land use types. In this
instance, the up-zone provides additional land to accommodate high density
residential development and also implements the policies of the certified Housing
Element and in so doing, implements one of the requirements of the certified Housing
Element.
2. The focused rezone has been designed to support the surrounding community with
additional high density residential land for the purposes of providing affordable
housing as part of the State Department of Housing and Community Development
and Tulare County Regional Housing Needs Allocation.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of
Porterville does ordain as follows:

SECTION 1: That the properties identified shown on the attached map, incorporated
herein by this reference as Exhibit A and described in Exhibit B (attached), in the City of
Porterville, County of Tulare, State of California, known as Zone Change 2012-001, is hereby
rezoned from RM-2 (Medium Density Residential), RS-2 (Low Density Residential), RS-1 (Very
Low Density Residential), CR (Retail Centers), and D-MX (Downtown Mixed Use) to RM-3
(High Density Residential), pursuant to Section 3 below, for those fifty-three (53) lots; and
SECTION 2: It is further ordained that all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show that all of the above described real property is rezoned from RM-2 (Medium Density Residential), RS-2 (Low Density Residential), RS-1 (Very Low Density Residential), CR (Retail Centers), and D-MX (Downtown Mixed Use) to RM-3 (High Density Residential) for those lots described in Exhibits A and B; and

SECTION 3: This ordinance shall be in full force and effect thirty (30) days from and after the ordinance's publication and passage.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2012.

______________________________
Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: ___________________________
   Patrice Hildreth, Chief Deputy City Clerk
## Housing Rezone Parcel Information Table

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SUBJECT: RATIFICATION OF FISCAL YEAR 2012-2013 BUDGET

SOURCE: City Manager

COMMENT: Consistent with the City Charter, at its regular meeting on June 19, 2012, the City Council adopted the City Manager's proposed budget for the 2012-2013 Fiscal Year, with the exception of removing the appropriation of $50,000 allocated for a planned sound system at Centennial Plaza. Due to the recent City Council election, the Council that adopted the proposed budget in June 2012 does not have the same membership as the current Council, which will implement the budget over the next fiscal year. Accordingly, the current Council is afforded the opportunity to ratify the adopted budget.

The budget message presented with the proposed document is attached, which emphasizes the significant projects and factors involved with the Budget’s development, and recommends periodic review of budget targets and the revision of expenditures to meet those targets (if necessary).

Generally, the overall reduction in Fund balances proposed will result from using monies accumulated for capital expenditure being used to implement projects.

The City Charter provides that “after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted.” The Charter is not specific as to the duration of the adoption, thus accordingly, consistent with past Council discussion, the Council may authorize a budget adoption period less than the full fiscal year.

RECOMMENDATION: The City Manager recommends that the City Council consider ratification of the adopted 2012-2013 Fiscal Year Budget, including any modifications and for the time period designated by Council.

ATTACHMENT: Budget Message

Item No. 27
Honorable Mayor, Vice Mayor and Members of Council:

Since the beginning of the "Great Recession" in 2008, the City has weathered extraordinary budgetary challenges over the past four years, with the approaching fiscal year(s) expected to present continued challenges. The State's inability to resolve its own budget challenges significantly affected the City this past budget year, with both the elimination of Redevelopment, as well as the redirection of Vehicle License Fee (VLF) funds, resulting in a loss of $425,000 in revenue to the General Fund. Staff remains wary of further State actions that would affect local revenues, the most recent example being a projected additional net loss of approximately $85,000 in General Fund revenues due to the State eliminating funding for any non-Federal OHV operations this coming year.

Although it would appear that the national, state, and local economies have stabilized, only moderate improvement is anticipated for the next couple of years. Locally, the construction of the new South County Justice Center has begun, with its completion and opening scheduled for Fall 2013. The County has recently announced its award of a $60 million grant to construct a new South County detention facility, with construction anticipated to begin in 2014 and planned to begin operations in 2016. The opening of Kohl's in the Porterville Marketplace precipitated the expected companion retail development, with PetSmart, Marshall's, Famous Footwear, and Rue21 all opening in the shopping center this past year. The City Council recently approved the Riverwalk Phase II (Super Walmart) EIR, though opponents having filed a legal challenge in Superior Court - the best case legal scenario allowing Walmart to begin construction in 2013. Meetings at the recent ICSC conference hold great promise for the community in the Riverwalk and Jaye Street Crossings shopping centers, although further development of the centers will be mostly concurrent with Walmart's development. In addition, there are several other development projects throughout the community that are anticipated to begin construction by 2013. Coinciding with the Enterprise Zone designation for Tulare County, the City has experienced an increase in level of interest of industrial/manufacturing prospects to potentially locate in Porterville and are currently on a couple of "short lists", although any determinations on such new development would not be determined until later this year. Permits issued for new construction are anticipated to remain sluggish, with approximately a quarter of the permits anticipated to be issued (25) that were issued in 2008 (110).

Perhaps no better indicator of the economic downturn and recent stabilization has been the City's General Fund. With Property, Sales & Use, and Utility Users Taxes historically combining to constitute over sixty-five percent (65%) of General Fund revenues, the City has experienced a $3.3 million decrease since 2008, with General Fund revenues dropping from approximately $24.1 million in the 2007-08 fiscal year to $20.8 million estimated in the current 2011-12 fiscal year. As tax revenues have been
relatively stagnant, and considering the expected continued loss of $425,000 in VLF revenue and new net loss of $85,000 in OHV funds, staff has conservatively estimated General Fund revenues for the coming fiscal year at approximately $21.4 million.

Conversely to General Fund revenues, expenditures have increased almost $1.7 million since 2008, increasing from approximately $19.5 million in the 2007-08 fiscal year to approximately $21.8 million in the current 2011-12 fiscal year. Expenditures for the coming 2012-13 fiscal year are currently budgeted at $23.1 million, resulting in an estimated $1.7 million budget shortfall. A budget-balancing solution employed for the past couple of difficult years has been to curtail Departmental spending to either 94% or 95% of budgeted expenditures, which this next year would “save” between $1.16 million (95%) to $1.39 million (94%), with a remaining deficit of between $370,000 (94%) and $600,000 (95%). Toward addressing this remaining projected deficit, and in consideration of upcoming employee retirements, staff will be recommending reorganizations of the Fire and Parks & Leisure Services Departments that are expected to save an additional $250,000 in the coming fiscal year. A reorganization of the Community Development Department will also be recommended, given a reduction of more than $60,000 in administrative support with the elimination of Redevelopment and further reduction in CDBG entitlement revenues. Staff will also be developing options in response to the State’s elimination of funding for OHV operations.

The Council will recall that the single largest increase in the budgeted expenditures for the current fiscal year was attributed to an approximate $400,000 increase in Public Employees Retirement System (PERS) pension costs, due to Public Safety PERS rates increasing four and one-half percent (4.5%) and Non-Public Safety PERS rates increasing three percent (3%) over the prior year. With the PERS rate increases, the City currently experiences an effective employer contribution rate of 30.382% for Public Safety employees, and 22.569% for Non-Public Safety employees, for every $1.00 of payroll paid. The employee Associations representing Police, Fire Management, and Management/Confidential employees have all come to Agreement to share in the increased PERS pension costs, with at least one of the three remaining Associations close to Agreement.

To provide future financial flexibility and potentially present possibilities for the General Fund to further fund capital projects, staff is currently reviewing an opportunity to refinance its 2005 Certificates of Participation (COP), which would reduce the General Fund’s annual debt service obligations for the COP’s by almost $400,000.

With regard to capital projects funded by the General Fund and/or dedicated grant funds, it is anticipated that the lighting of the softball fields and central playing fields at the Sports Complex ($450,000) will be completed in the coming fiscal year.

In combination with funds from the Indian Gaming Local Community Benefit grant ($30,000) and the General Fund ($80,000), staff proposes to continue the development of the Fire Training Facility training props. Also with funds from the Indian Gaming Local Community Benefit grant ($60,000), the new law enforcement shooting range training facility should be completed and operational in the coming fiscal year.
With Proposition 84 grant funds ($2.1 million), the property for the new park development on Chase Avenue has been acquired and design has begun, with construction of the park potentially to start in the coming fiscal year.

A significant project without final appropriation to begin construction is the planned new Animal Shelter on Grand Avenue, across from the City’s Corporation Yard. With $500,000 currently budgeted for construction of the facility, up to $500,000 in additional funds would need to be appropriated to complete construction of Phase I of the facility, which includes up to one hundred (100) kennels and none of the planned support staff office space. However, staff is reviewing a potential grant funding opportunity that could provide for the construction of the necessary office component of the facility. For the Council’s information and reference, the five (5) -year lease ($1/year) with the City of Lindsay for the use of their Animal Shelter expires on January 1, 2014.

MEASURE H
Having begun with the 2006-07 fiscal year, the initial five (5)-year expenditure plan for Measure H concluded the prior fiscal year, with the Council continuing the initial plan through the current fiscal year. All staffing components to the original expenditure plan have been implemented, as well as the addition of a Sergeant and two (2) Dispatcher positions in the Police Department. In consideration of the staffing expenditure plan, it is proposed to amend and add the non-sworn Public Education Officer (Fire Department) and Juvenile Delinquency Officer (Police Department), both positions of which are currently funded through this year’s Indian Gaming Local Community Benefit grant. On Monday, June 4, 2012, the Measure H Oversight Committee met to review the proposed Measure H budget for the coming fiscal year, during which the proposed additions of the Public Education Officer and Juvenile Delinquency Officer were presented and discussed. The Committee is next scheduled to meet on July 18, 2012.

As the Council is aware, the initial expenditure plan called for the construction of a new Fire/Public Safety station, which is currently under design, with an estimated construction cost of between $4 and $5 million. With an estimated $3.5 million in Reserve and Fund revenues projected in excess of expenditures, as well as the modified staffing Agreement between the City and the Porterville City Firefighters Association (PCFA), it is anticipated that the new Public Safety station will be ready to begin construction in the coming fiscal year.

STREET PROJECTS
In regard to capital projects involving city streets and roadways, it is projected for the coming fiscal year that the City will have approximately $6 million in street construction and maintenance funds programmed for appropriation, consisting of approximately $1,500,000 in Congestion Mitigation and Air Quality (CMAQ), $1,320,000 in Gas Tax, $1,150,000 in Local Transportation Funds (LTF), $1,030,000 in “Regional” Measure R, $900,000 in “Local” Measure R, and $713,800 in Prop 1b funds. Consistent with the City’s Pavement Condition Index (PCI), staff will present project recommendations to the Council for consideration of appropriation. Significant projects that are anticipated to progress next fiscal year include: 1) Jaye Street Bridge Replacement ($9.1 million); 2)
Plano Street Bridge Widening ($8.6 million); 3) Westwood Street Shoulder Stabilization ($1.3 million); 4) Jaye Street Roundabout ($1.25 million); 5) Newcomb and Beverly Streets Shoulder Stabilizations ($1 million); 6) W. North Grand Avenue Reconstruction ($350,000); and 7) Morton Avenue Shoulder Stabilization ($330,000).

WATER PROJECTS
In consideration of capital projects involving the City's water system, it is expected that the 3 million-gallon Martin Hill reservoir ($3.0 million), 500 thousand-gallon Rocky Hill reservoir ($1.4 million), and Veteran's Park booster pump ($500,000) water projects funded by a CIEDB loan will be soon completed. Due to cost-savings in project construction, approximately $1.6 million of the original $8.2 million loan amount will be unexpended. Staff proposes to use the remaining funds for the construction of a new well ($1.4 million) and a supplemental booster pump ($275,000).

SEWER PROJECTS
Regarding capital projects involving the City's sewer system, it is anticipated that the first of the island annexation sewer extension projects will begin construction in the coming fiscal year. As the design of these projects begin, it is anticipated that more than $7 million in sewer extension projects will be constructed during the 2012-13 and 2013-14 fiscal years, with the objective of connecting the approximate 5,000 former County residents that were annexed into the City in 2006.

STORM DRAIN PROJECTS
Capital projects involving the City's storm drain system under consideration, given the effects of the 2010 winter storm event, the storm drain system at Zalud Park will be improved to provide a permanent drainage connection from the Park to the Henderson Avenue and "G" Street drainage system ($260,000). Also, utilizing Off-Road Highway Vehicle (OHV) grant funds ($860,000), it is anticipated that property acquisition will be completed and design begun on the development of the storm drain reservoir on the west side of West Street, relocating the drainage from the City's OHV Park and increasing drainage capacity to better serve the developing area nearby, with construction to begin in the 2012-13 fiscal year.

In summary, the Preliminary Budget proposed for the upcoming 2012-13 fiscal year represents the significant activities planned to improve our community, even during a continued improving yet challenged economy. Toward ensuring that the City's planned revenues and spending remain in balance, it is recommended that the Council's regular quarterly budget review continue, especially given the State's continued unresolved budget situation and potential residual effects to the City's finances.

Sincerely,

John D. Lollis
City Manager
SUBJECT: CONSIDERATION OF APPOINTMENT TO THE PARKS AND LEISURE SERVICES COMMISSION

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Due to the recent passing of Parks and Leisure Services Commissioner Case Lok, the Commission currently has a vacancy with a term scheduled to expire in October 2013. Two Requests for Appointment remain on file with the City Clerk’s Office for this Commission, those being from Mr. Shannon Bennett and Mr. Eric Mendoza. Staff has contacted both individuals and has confirmed their continued interest in being appointed.

RECOMMENDATION: That the City Council appoint one individual to fill the seat vacated by Mr. Case Lok with a term scheduled to expire in October 2013.

ATTACHMENTS: Requests for Appointment
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: ERIC MENDOZA

(Please Print)

Appointment to: PARKS & LEISURE SERVICE COMMISSION

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 1660 W. WESTFIELD AVE.
                PORTERVILLE, CA 93257

Mailing Address: "Same"

Name of Business: PORTERVILLE COLLEGE ATHLETICS

☐ Own ☐ Operate

Business Address: 100 E. COLLEGE AVE.
                 PORTERVILLE, CA 93257

Telephone: Home (559) 824-5717
            Work (559) 791-2460
            FAX (559) 791-2487

E-mail eric.mendoza@portervillecollege.edu

City of Porterville resident: ☑ Yes ☐ No

Registered Voter: ☐ Yes ☑ No

Page 1 of 2

ATACHMENT
Qualifications: PORTERVILLE COLLEGE ADMINISTRATOR

IN CHARGE OF ATHLETIC DEPARTMENT, STUDENT
GOVERNMENT, CAMPUS EVENTS/ACTIVITIES, AND
WELLNESS CENTER. FORMER UNIT DIRECTOR OF
WEST FRESNO BOYS & GIRLS CLUB - AND
B&GC OF FRESNO COUNTY SPORTS COUNCIL CHAIR.
FORMER FRONT OFFICE ASSISTANT FOR
SAN FRANCISCO GIANTS TRIPLE-A AFFILIATE
FRESNO GRIZZLIES. FORMER PROGRAM ASSISTANT AT
CITY OF FRESNO PARKS & RECREATION - CALWA PARK.
CURRENT MEMBER OF PORTERVILLE BOYS & GIRLS CLUB
BOARD OF DIRECTORS.

☐ Resume attached
☐ Letter of request attached

Submitted By: [Signature] 10/12/11

Received by: [Signature]

Forwarded to: City Clerk ☑ Date: 10/13/11

☐ City Council Date:

☐ City Manager Date:

☐ Applicable Dept. Date:

Tentative Council Mtg Date: 10/18/11
CAREER OBJECTIVE
An experienced community college professional specializing in campus administration, athletics, student programs, and organizational leadership, seeking a position where these skills will add value to the mission of higher education.

EDUCATION
Fresno Pacific University  M.A., Kinesiology/Physical Education
California State University, Fresno  B.A., Mass Communication & Journalism
Fresno City College  A.A., Liberal Arts
Reedley College  Student-Athlete (Golf)

PROFESSIONAL EXPERIENCE

Porterville College  Director of Student Programs & Athletics
College administrator responsible for planning, directing, and coordinating the operations of Intercollegiate Athletics, Student Activities, Student Government, Outreach, and Wellness Center. Duties include implementing program goals and objectives under KCCD policies and procedures. Organize and administer all programs of intercollegiate competition in men’s and women’s sports. Conduct regular meetings and mandated trainings to promote adherence to conference and state athletic rules, regulations, and codes. Prepare annual budget and monitor all department expenditures in a fiscally responsible manner. Coordinate all activities related to the scheduling of events, facilities, travel, and transportation. Lead the department in the hiring/selection of staff, supervision, evaluation of coaches/support staff/student workers. Plan and coordinate fundraising projects with college president and college foundation board. Oversee all athletic fundraising accounts and related paperwork. Serve as primary contact for media, athletic publicity, marketing and promotions, and special events. Assist physical education division/chair in developing strategic plans, involving curriculum, new courses, scheduling of classes/facilities, faculty assignments, and purchasing equipment. Represent the college in the community, Central Valley Conference, and California Community College Athletic Association (CCCAA). Prepare local and state reports, and coordinate program reviews. Serve as chair and/or member of various college committees, including Administrative Council (President’s Cabinet), College Learning Council (Shared Governance), Budget, Facilities Planning, Accreditation, Marketing and Outreach, Title IX, Athletic Foundation, and Athletic Hall of Fame. Provide leadership in the development of Associated Student Government, Inter-Club Council, student events, recruitment and advising with student clubs and various community groups. Promote a well-rounded educational experience that celebrates a diverse college campus community. Organize committees/events for commencement, student and staff awards, and K-12 partnerships. Participate with outside agencies in outreach activities including career fairs, college nights, and high school presentations. Oversee the college Wellness Center, supervise campus nurse, and provide health-related programs from community such as blood drives, health fairs, and immunization clinics.
Central Valley Conference  
Sports Publicist  
Under the direction of the CVC Commissioner, responsible for compiling and publicizing sports information and news regarding athletics in the conference. Oversee all broadcast projects and coordinate statistics software training for various sports. Attend regular meetings and represent the conference in leadership and committee roles with the CCCAA, Sports Information Association, and several CCC Coaches’ Associations. Coordinate media relations and event/venue management duties for various men’s and women’s CCCAA state championships. Serve as media contact and liaison for the CVC, statewide statisticians, four-year universities, scouts, and conference representatives. Responsible for content on CVC website.

West Fresno Boys & Girls Club  
Director  
Responsible for the operations and administration of Fresno County’s largest Boys & Girls Club (more than 650 youth, 10 staff members). Oversaw the development of staffing and budgeting. Coordinated and directed a wide variety of activities as a leader in the community. Planned and implemented specific program objectives and goals, and managed the Unit in accordance with the standards of Boys & Girls Clubs of America and the policies of the organization. Employed and trained staff personnel through proper recruitment and evaluation. Compiled monthly statistical and progress reports. Assisted organization with budget planning, fundraising, and financial administration. Conducted seasonal sports programs, recreation, educational and guidance-oriented programs. Established partnerships with public and private agencies, schools, and other organizations. Developed special events for the Club and local K-12 schools. Organized staff meetings, provided leadership, direction, and problem-solving. Chaired the Boys & Girls Clubs of Fresno County Sports Council – the governing body of all athletic teams.

Fullerton College  
Assistant Athletic Director, Sports Information & Marketing  
Responsible for daily operations supporting athletic department’s 20 intercollegiate sports. Developed and managed projects for sports information, media/public relations, marketing, promotions, game/event management, and community outreach. Coordinated all athletic department publications (game programs, media guides, recruiting materials) and website design. Served as primary media contact, and conducted outreach projects with local schools and youth organizations. Assisted the physical education division dean/athletic director with game management operations, compiling annual reports, and other duties as needed. Secured corporate sponsorships and directed various athletic fundraising campaigns. Hired and supervised game management staff, student workers, volunteers, and photographers. Monitored campus budget accounts under district policies and procedures. Represented the college by working with COA/CCCAA in several leadership roles involving Management Council, Festival Advisory Committee, and Affiliate Organizations Relations Committee. Worked various COA/CCCAA men’s and women’s state championships as event/venue director, media director, and statistician. Served on various campus, district, conference (Orange Empire Conference, Mission Football Conference), and statewide committees.
Fresno City College
Public Information Office News Writer/Reporter
Responsibilities included writing, editing and preparing news articles for campus newsletter (City at Large), website, and other college publications. Wrote and distributed press releases, proofread material (class schedules and catalogs), assisted with layout/graphic design, and processed media requests for public information office and college president’s office. Assisted sports publicist and athletic director in media guide/gameday program production and daily operations such as game/event management, coordinating press conferences, handling media requests, compiling statistics, and updating archives. Worked with college administration to organize special events, including homecoming, commencement, graduation ceremonies, fundraising projects, football Hall of Fame dinners, and sports banquets.

May 1999 – June 2000
Fresno Grizzlies Baseball Club
(San Francisco Giants AAA) Promotions & Media Relations Assistant
Duties included coordinating pre-game events and in-game promotions for San Francisco Giants’ Triple-A affiliate. Organized special events for corporate sponsors. Trained new staff members; and assisted media relations director with press releases, website design, writing, editing, statistics and media requests. Fostered relationships with community groups and education partners. Coordinated outreach and fundraising efforts with front office management. Worked with ticket sales staff to attract special events for business clients. Assisted clubhouse staff with hospitality services for visiting teams, players, and coaches.

RELATED EXPERIENCE
Commission On Athletics/California Community College Athletic Association (State Championship Media/Venue Director, 1998-2008) ... CCC Softball Coaches Association (State Publicist, 1998-2008) ... Fresno City College (Student Aide, Athletic Department, 2006) ... Mission Football Conference (Sports Information Director & Statistician, 2001-2005) ... California State University, Fresno (The Collegian, Sports Editor, 1999) ... Fresno State Quarterback Club (Sports Writer, 1999) ... The Fresno Bee (Sports Correspondent/Prep Writer, 1997-98) ... Fresno City College (The Rampage, Sports Editor, 1997-98) ... City of Fresno Parks & Recreation (Calwa Park Program Assistant, 1993-94).

COMPUTER SKILLS

CERTIFICATIONS
Automated External Defibrillator (AED)
Cardio Pulmonary Resuscitation (CPR)
Porterville College
Administrative Council (President’s Cabinet)
College Learning Council (Shared Governance)
Budget Committee
Accreditation Team
Facilities Planning Committee
Student Services Counselors & Directors
Associated Student Government (Director)
Inter-Club Council (Director)
Title IX Committee (Chair)
Athletic Hall of Fame (Co-Chair)
Student-Athlete Advisory Council (Founder/Advisor)
Marketing & Outreach Committee (Co-Chair)
Academic & Athletic Achievement Awards Committee (Founder/Chair)
Student & Staff Recognition Awards Committee (Chair)
“Pirate Madness” (Founder/Chair)
Luminis/Website Committee
Commencement Committee
High School Senior Day Committee
PC Connection/Freshman Registration Committee
Community College Survey of Student Engagement (Administrator)
PC Transition Task Force
KCCD Supervisory Development Workshop (Graduate)
KCCD Human Resource Trainings (Various)

California Community College Athletic Association
Gender Equity Committee (Title IX), 2008-Present
Festival Advisory Committee, 2004
Affiliate Organizations Relations Committee, 2004-05
Management Council, Voting Member, 2003-05

California Community College Athletic Directors Association
Social Media Committee, 2011-Present
Values Committee, 2008-Present
Vice President Candidate, 2011

California Community College Sports Information Association
Member, 2000-Present
Vice President, 2000-03
President, 2003-05

Central Valley Conference
Sports Publicist, 2005-Present
Women’s Basketball Representative, 2010-Present
Planning Board
Appeals Board
Fullerton College
President's Table
Marketing Committee
Bond Measure Committee
Athletic Hall of Fame (Co-Chair)
Student-Athlete Club (Founder/Advisor)
Neighborhood Partnership Program (Founder)
“Hornet Madness” (Founder/Chair)

Fresno City College
50 Years of Athletics Committee
Guest Speaker; Learning Community; Public Speaking
“Ram Jam” Committee (Founder/Chair)
Rampage Newspaper Club (Sports Editor)

Porterville Boys & Girls Club
Board of Directors

Association of California Community College Administrators (ACCCCA)
Member

National Alliance of Two-Year College Athletic Administrators (NATYCAA)
Member

National Association for the Advancement of Colored People (NAACP)
Member

American Student Government Association (ASGA)
Member

California Community College Athletic Directors Association (CCCADA)
1st Vice President Nominee (Elections in June 2011)
Member

California Community College Physical Educators (CCCPE)
Member

North Orange County Community College District Latino Faculty & Staff Association
Member, 2000-2005

California Community College Public Relations Organization
Member, 2000-2005

College Sports Information Directors of America
Member, 2000-2005
CONVENTION PRESENTATIONS

Community College League of California Convention; Anaheim, CA (2004)
“How the Media Can Shape Your Opinion About Your College”
Commission On Athletics Convention; Reno, Nevada (2002)
“What Every CEO Needs To Know About Athletics”
Commission On Athletics Convention; Reno, Nevada (2002)
“Why Every College Needs A Sports Information Professional”
College Public Relations Organization; South Lake Tahoe, CA (2002)
“Using the Athletic Pool to Generate a Mountain of Publicity”

BROADCASTING TV & RADIO

Sporting News Radio, AM-1550/96.1 FM (2008-2009)
“Porterville Sports Weekly” (Host/Producer/Sales)
Sporting News Radio, AM-1550/96.1 FM (2005-2009)
Various Sports, College/High School/Youth (Commentator/Sales)
JC Talk Internet (2004-2006)
CCCAA Basketball Championships (Producer/Commentator)
AT&T Broadband Cable Television (2003-2004)
Fullerton College Commentator
COA Sports Radio (2001-06)
Various Events/Championships (Producer/Commentator)

PUBLICATION AWARDS

College Sports Information Directors of America: 18 “Best In The Nation” honors
National Council for Marketing & Public Relations: 4 honors (2 Gold)
Community College Public Relations Organization: 9 honors (3 Gold)
— *All awards led California two-year institutions

College Sports Information Directors of America (CoSIDA)
2004-05
“Best In The Nation” Media Guide, Football
2003-04
“Best In The Nation” Media Guide, Football
“Best In The Nation” Media Guide Cover, Baseball
“Best In The Nation” Media Guide Cover, Softball
“Second In The Nation” Media Guide, Men’s Basketball
“Fourth In The Nation” Media Guide, Softball
“Sixth In The Nation” Media Guide, Women’s Basketball
2002-03
“Third In The Nation” Media Guide - Football
“Fourth In The Nation” Media Guide - Softball
2001-02
“Best In The Nation” Media Guide - Football
“Best In The Nation” Media Guide Cover - Men’s Basketball
“Fourth In The Nation” Media Guide - Men’s Basketball
“Best In The Nation” Media Guide Cover - Women’s Basketball
“Best In The Nation” Media Guide - Baseball
“Best In The Nation” Media Guide Cover - Baseball
“Best In The Nation” Media Guide - Softball
“Best In The Nation” Media Guide Cover - Softball
2000-01
“Second In The Nation” Media Guide - Men’s Basketball
CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Shannon Bennett
(Please Print)

Appointment to: Park & Leisure Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 613 South Reche
Porterville, Ca. 93257

Mailing Address: Same

Name of Business: CTL-SEE'S
☑ Own ☐ Operate

Business Address: 710 South Kaweah
Exeter, Ca. 93221

Telephone: Home 559 359-6126
Work 559 592-3555
FAX 559 592-3553
E-mail Shannon@ConsolidatedTesting.com

City of Porterville resident: ☒ Yes
☐ No

Registered Voter: ☒ Yes
☐ No
Qualifications: I have coached youth sports for 25+ yrs. I am the current VP of Porterville Youth Football. I run the day to day operations from keeping up the play areas to just being there to listen. My team and this season, I would like to move on and help my community by serving on the Park and Leisure Commission.

☑ Resume attached
☒ Letter of request attached

Submitted By: Shannon Bennett  10-16-11

Date

Received by: 

Forwarded to: City Clerk ☐ Date:

City Council ☐ Date:

City Manager ☐ Date:

Applicable Dept. ☐ Date:

Tentative Council Mtg Date:

Page 2 of 2

P:\public\Admin Services\Carol Bodine\Appointee_Form.wpd
Shannon Bennett  
613 S. Roche Street,  
Porterville, Ca  
559-359-6126  
shannon@consolidatedtesting.com

OBJECTIVE:

Having been a coach for 25+ years, I have seen the Parks and Leisure Department grow to what it is today. During these times it is more important than ever to give the youth of Porterville a chance to play sports. If given the chance, I will continue to help it grow.

PROFESSIONAL SYNOPSIS

Currently, I am in my third year as Vice President for the Porterville Youth Football League and the Porterville Youth Football Cheer Commissioner. I decided to become involved with this organization when my children choose to play in the league. Since then, there have been several changes made to the league that has brought more opportunities for the kids and allowed for many more to participate. Prior to being Vice President, I have coached football, basketball, baseball and softball. When I was a coach, it gave me great pleasure to watch the kids learn and excel at these sports. My coaching experience has also made me become a better role model and it showed me that you can make a difference when a child is given the opportunity to play a sport.

Responsibilities:

I am currently employed at CTL-SEE'S, Inc. formerly known as Consolidated Testing Laboratories, Inc. and have been with this firm for 21 years. My position requires me to have numerous responsibilities which include; proposal preparation, field investigation, report preparation and project management.

- 11/90 to Present  
  Consolidated Testing Laboratories, Inc.  
  603 East Worth Avenue  
  Porterville, CA

- 8/86-9/90  
  U.S. Marine Corps  
  Camp Pendleton  
  Oceanside, CA

-  
  Porterville High School  
  465 W. Olive Avenue  
  Porterville, CA
COUNCIL AGENDA: AUGUST 7, 2012

SCHEDULED MATTER

SUBJECT: ENVIRONMENTAL REVIEW OF THE JAYE STREET BRIDGE WIDENING PROJECT

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DIVISION

COMMENT: Staff has completed the preparation of an Initial Study for the Jaye Street Bridge Widening Project and has made a preliminary determination that a Mitigated Negative Declaration is required. The project consists of rehabilitating or replacing the existing Jaye Street Bridge to widen it from two lanes to four lanes over the Tule River and reconstruction of the street approaches.

The bridge would include a shared left turn lane and sidewalks on both sides of the bridge. Bridge approaches would also be widened from two lanes to four lanes in order to tie into the existing four-lane sections of Jaye Street. The project extends north of the bridge to Date Avenue and south of the bridge to Springfield Avenue. Potential project improvements also include sidewalk and intersection improvements at the Jaye Street and Date Avenue intersection. Mitigation measures have been incorporated into a Mitigation Monitoring Program adopted as a part of the project. The mitigation measures will reduce all potential environmental impacts to a less than significant level.

ENVIRONMENTAL REVIEW PERIOD: On June 21, 2012, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the Jaye Street Bridge Widening Project. The Initial Study has been transmitted to interested agencies, groups, and individuals for review and comment. The review period ran for thirty (30) days, from June 25, 2012, to July 26, 2012. Comments were received from the Native American Heritage Commission, San Joaquin Valley Air Pollution Control District, and the California Department of Fish and Game.

Adoption of the draft resolution approving the Mitigated Negative Declaration is a necessary step before the project can be approved by Council and authorized to be put out to bid, which is expected to occur in early 2014.

RECOMMENDATION: That the City Council adopt the draft resolution approving the Mitigated Negative Declaration for the Jaye Street Bridge Widening Project.

ATTACHMENT: Complete Staff Report
ENVIRONMENTAL REVIEW OF THE JAYE STREET BRIDGE WIDENING PROJECT

LEAD AGENCY:  City of Porterville
                291 North Main Street
                Porterville, CA 93257

PROJECT LOCATION:  The project site is situated in the southern portion of the City of Porterville on Jaye Street, approximately 0.30 miles south of Date Avenue and 0.40 miles north of State Route 190. Jaye Street is a major north-south arterial which crosses the Tule River providing essential connectivity to the circulation network.

PROJECT DESCRIPTION:  Staff has completed the preparation of an Initial Study for the Jaye Street Bridge Widening Project and has made a preliminary determination that a Mitigated Negative Declaration is required. The project consists of rehabilitating or replacing the existing Jaye Street Bridge to widen it from two lanes to four lanes over the Tule River and reconstruction of the street approaches.

The bridge would include a shared left turn lane and sidewalks on both sides of the bridge. Bridge approaches would also be widened from two lanes to four lanes to tie into the existing four lane sections of Jaye Street north of the bridge to Date Avenue and south of the bridge to Springville Avenue. Potential project improvements also include sidewalk and intersection improvements at the Jaye Street and Date Avenue intersection.

The existing structure was built in 1970, has two traffic lanes, and is an eight-span reinforced concrete slab type bridge. The bridge has been deemed structurally deficient by the Caltrans Area Bridge Maintenance Engineer and is not adequate to handle existing and projected traffic volumes on Jaye Street.

The City of Porterville has undertaken a Bridge Rehabilitation Study to ascertain the best solution for bringing the bridge up to current seismic, hydraulic, and structural design standards. Four design alternatives have been proposed: two that would rehabilitate and widen the existing bridge, and two that would replace the existing structure. It should be noted that the Mitigated Negative Declaration analyzes the worst-case scenario (largest potential footprint) that would be needed in order to construct the project.

In order to maintain vehicular traffic, construction of the project would need to be staged for all alternatives. Traffic will use the existing bridge during Stage 1 with one traffic lane open in each direction while a portion of the bridge is being constructed. During Stage 2, the traffic would be moved onto the new portion while the other is worked on. A closure pour would be completed at the end of Stage 2 construction to attach the two structures. Traffic staging applies to any of the proposed alternatives.
Since road closure is not permitted by the City, construction would likely need to occur over two seasons. It is anticipated that riverbed access would occur during the low-flow season (typically June – October) or as permitted by the regulatory agencies.

The Initial Study determined that while there are potentially significant environmental impacts that may result from the project, they could be mitigated to a less than significant level by the mitigation measures proposed.

Adoption of the draft resolution approving the Negative Declaration is a necessary step before the project can be approved by Council and authorized to be put out to bid, which is expected to occur in early 2014.

LEGAL NOTICES:

**Mitigated Negative Declaration**

<table>
<thead>
<tr>
<th>Date Environmental Document Distributed</th>
<th>Date Notice Published in Porterville Recorder</th>
<th>Date Notice Mailed to Property Owners within 300 feet of Project</th>
</tr>
</thead>
</table>

**ENVIRONMENTAL REVIEW:** On June 21, 2012, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the Jaye Street Bridge Widening Project. The Initial Study has been transmitted to interested agencies, groups, and individuals for review and comment. The review period ran for thirty (30), days from June 25, 2012, to July 26, 2012.

Comments were received from the Native American Heritage Commission, San Joaquin Valley Air Pollution Control District, and the California Department of Fish and Game. Copies of the letters are available as Attachment 3.

**Native American Heritage Commission (NAHC):** The NAHC noted that a Sacred Lands File search within the area of potential effect was conducted and Native American cultural resources were not identified in the project area specified. The NAHC urged the City to make contact with the list of Native American Contracts (from a list provided) to see if the project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project.

Response: Appendix D of the Mitigated Negative Declaration is a Cultural Resources Survey for the project. The NAHC was contacted on March 1, 2011, for early consultation. The NAHC responded with a similar request, and letters were written to the tribes suggested by NAHC. No responses were received by the deadline of September 30, 2011; further, no responses were received from the tribes as of the date of this report.
San Joaquin Valley Air Pollution Control District (District): The District concluded that project specific criteria pollutant emissions would have no significant adverse impact on air quality. However, based on the MND, the project would exceed two tons of nitrogen oxides (NOx) and would be subject to District Rule 9510 (Indirect Source Review).

Response: City staff will prepare the District application and necessary documents to comply with District Rule 9510.

California Department of Fish and Game (DFG): The DFG acknowledged the MND contained appropriate mitigation measures for the Valley Elderberry Longhorn Beetle and other biological resources, but expressed concerns with regards to the Swainson’s hawk, Burrowing owl, and unlisted raptors which may be utilizing the habitat at or near the project area. The DFG provided a summary of their jurisdiction as a Trustee and Responsible Agency Authority and also discussed some concerns to unlawfully discharging pollutants in “Waters of the State.”

Response: The Mitigation Monitoring and Reporting Program has been revised to address the concerns identified by the DFG. These revisions do not increase the severity of any environmental impacts or involve any changes to the project beyond what was previously analyzed. Mitigation measures were already identified to address the impacts to water quality and discharge pollutants and no proposed changes were made.

To address concerns for the Swainson’s hawk and Burrowing owl, the following mitigation measures were amended:

Impact 3.4.2 – To avoid impacts to Swainson’s hawk, the following language was modified:

- A pre-construction survey shall be conducted to determine the presence of nesting birds. If construction or construction activities will be initiated during the breeding season (February 15 through September 15). The project site and potential nesting areas within a 1/2 mile of the site shall be surveyed 14 to 30 days prior to the initiation of construction. Surveys will be performed by a qualified biologist or ornithologist to verify the presence or absence of nesting birds. Construction shall not occur within a 500 foot buffer surrounding nests of raptors or a 250 foot buffer surrounding nests of migratory birds. If construction within these buffer areas is required or if nests must be removed to allow continuation of construction, then approval will be obtained from CDFG;

- If potential Swainson’s hawk nests are located, Swainson’s hawk surveys in accordance with the Swainson’s Hawk Technical Advisory Committee’s “Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley” will be conducted to determine whether Swainson’s hawk nests within a 1/2 mile of the project site use those nests will be determined by conducting surveys at the following intensities, depending upon dates of initiation of construction:

<table>
<thead>
<tr>
<th>Construction start</th>
<th>Survey period</th>
<th>Number of surveys</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 January to 20 March</td>
<td>1 January to 20 March</td>
<td>1</td>
<td>All day</td>
</tr>
<tr>
<td>21 March to 24 March</td>
<td>1 January to 20 March</td>
<td>1</td>
<td>All day</td>
</tr>
</tbody>
</table>
### Table:

<table>
<thead>
<tr>
<th>Construction start</th>
<th>Survey period</th>
<th>Number of surveys</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>21 March to 24 March</td>
<td>Up to 3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
</tr>
<tr>
<td>24 March to 5 April</td>
<td>1 January to 20 March</td>
<td>1</td>
<td>All day</td>
</tr>
<tr>
<td></td>
<td>21 March to 5 April</td>
<td>3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
</tr>
<tr>
<td>6 April to 9 April</td>
<td>21 March to 5 April</td>
<td>3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
</tr>
<tr>
<td></td>
<td>6 April to 9 April</td>
<td>Up to 3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
</tr>
<tr>
<td></td>
<td>1 January to 20 March</td>
<td>1 (if all 3 surveys are performed between 6 and 9 April, then this survey need not be conducted)</td>
<td>All day</td>
</tr>
<tr>
<td>10 April to 30 July</td>
<td>21 March to 5 April</td>
<td>3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
</tr>
<tr>
<td></td>
<td>6 April to 20 April</td>
<td>3</td>
<td>Sunrise to 1200 and 1630 to sunset</td>
</tr>
<tr>
<td>31 July to 15 September</td>
<td>6 to 20 April</td>
<td>3</td>
<td>Sunrise to 1200 and 1630 to sunset</td>
</tr>
<tr>
<td></td>
<td>10 to 30 July</td>
<td>3</td>
<td>Sunrise to 1200 and 1600 to sunset</td>
</tr>
</tbody>
</table>

- If Swainson’s hawk nests are detected within a ½ mile of the project site, a no disturbance buffer zone will be implemented during construction. If it is not feasible to implement a ½ mile no disturbance buffer zone, a qualified biologist will monitor the Swainson’s hawk nest during construction activities and if it is determined that there is a likelihood of nest abandonment or other interruption to normal breeding, feeding or nesting behavior, the CDFG will be consulted to determine appropriate additional regulatory requirements.

Impact 3.4.9 – To avoid impacts to the Burrowing owl, the following language was added:

Standard measures for the protection of burrowing owls provided in the Burrowing Owl Consortium’s April 1995 Burrowing Owl Survey Protocol and Mitigation Guidelines and the CDFG’s October 17, 1995 Staff Report on Burrowing Owl Mitigation shall be implemented. Active burrows will be avoided by 250 feet, compensation will be provided for the displacement of burrowing owls, and habitat acquisition and the creation of artificial dens for any burrowing owls removed from construction areas will be provided.

1. A qualified biologist shall conduct pre-construction surveys for burrowing owls. Pre-construction surveys of construction areas and a 500 foot buffer shall be conducted no more than 30 days prior to ground disturbing activities. If more than 30 days lapse between the time of the preconstruction survey and the start of ground-disturbing activities, another preconstruction survey must be completed.
2. If burrowing owls are present on the construction site (or within 500 feet of the construction site) during the breeding season (April 15 through July 15), and appear to be engaged in nesting behavior, a fenced 500 foot buffer shall be installed between the nest site or active burrow and any earth-moving activity or other disturbance. This 500 foot buffer could be removed once it is determined by a qualified biologist that the young have fledged. Typically, the young fledge by August 31st. This date may be earlier than August 31st, or later, and would have to be determined by a qualified biologist.

3. If burrowing owls are present in the non-breeding season and must be passively relocated from the project site, passive relocation shall not commence until October 1st and must be completed by February 1st. Passive relocation may only be conducted by a qualified biologist or ornithologist and with approval by CDFG. After passive relocation, the area where owls occurred and its immediate vicinity (500 feet) will be monitored by a qualified biologist daily for one week and once per week for an additional two weeks to document that owls are not reoccupying the site.

4. Compensation for the loss of burrowing owl habitat shall be based upon the number of owls or pairs of owls located on the construction area during pre-construction surveys following the CDFG’s October 17, 1995 Staff Report on Burrowing Owl Mitigation. The areas identified as land retirement areas and enhancement areas shall be used as compensation for the loss of habitat and for relocation of burrowing owls

RECOMMENDATION: That the City Council adopt the draft resolution approving the Mitigated Negative Declaration for the Jaye Street Bridge Widening Project.

ATTACHMENTS:
1. Project Locator Map
2. Initial Study and Mitigated Negative Declaration
3. Comment Letters
4. Draft Resolution
Due to the voluminous nature of the document, the Executive Summary has been provided. The Jaye Street Bridge Mitigated Negative Declaration is available in its entirety at the following locations for review:

Porterville Public Library – 41 W. Thurman Avenue

City Clerk’s office at City Hall – 291 N. Main Street

Community Development Department at City Hall – 291 N. Main
   (Hard copies or CD version are also available for purchase)

http://www.ci.porterville.ca.us/depts/CommunityDevelopment/documents/JayeStreetIS-MNDcomplete.pdf

If you need further assistance, please contact Jenni Byers at (559) 782-7460 or by email at planning@ci.porterville.ca.us

Attachment No. 2
EXECUTIVE SUMMARY – JAYE STREET BRIDGE WIDENING PROJECT

Introduction

This document is an Initial Study and a Mitigated Negative Declaration of the potential environmental effects associated with the Jaye Street Bridge Widening Project (Bridge No. 46C0099) along Jaye Street between Springville Avenue and Date Avenue in the City of Porterville. Pursuant to Section 15063 of the CEQA Guidelines, this Initial Study has been conducted to determine whether the proposed project will have a significant effect on the environment. The Initial Study Checklist, in Section Three, found that while there are potentially significant environmental impacts that may result from the proposed project, they could be mitigated to a less than significant level by the mitigation measures proposed in this document.

Project Location and Background

The project is located in the south central portion of Tulare County (Figure 2-1). The project site is situated in the southeastern portion of the city of Porterville on Jaye Street, approximately 0.30 miles south of Date Avenue and 0.40 miles north of State Route 190 (SR-190) (Figure 2-2). Jaye Street, a major north-south arterial, crosses the Tule River providing essential connectivity to the circulation network.

The latitude and longitude of the existing bridge are 36°3’23”N and 119°1’35”W, respectively. These coordinates are within the SW ¼ of the NW ¼ of the SE ¼ of Section 35 in Township 21 S, Range 27 E on the Porterville USGS 7 ½ minute quadrangle. The project includes portions of eight parcels: 260-320-027, 260-320-031, 260-320-032, 260-320-010, 260-320-029, 260-320-026, 260-020-014, and 260-020-015 (Figure 2-3). Elevation on the site is approximately 453 feet above mean sea level. Land use in the area surrounding the project site is primarily recreational (Tule River Parkway), residential and commercial. The General Plan land use designations surrounding the project area include: Medium Density Residential, Parks and Recreation, and Retail Centers.

The existing structure was built in 1970, has two traffic lanes and is an eight-span reinforced concrete slab type bridge 241 feet and 6 inches in length. The piers consist of five 18 inch diameter concrete pile extensions attached by a concrete collar to steel H-piles with 70 ton service design load. The abutments are diaphragm type supported on steel H-piles with 70 ton service design load. The Bridge Rehabilitation Study and “As-Built” drawings of the existing bridge are included in Appendix A.
ASSESSOR'S PARCEL MAP

Figure 3
The west side railing is substandard and needs to be replaced if the structure is widened. A concrete barrier Type 732 is proposed. The existing sidewalk is proposed to be removed. There are existing 12 inch sewer and 10 inch water lines at the west edge of bridge deck that will need to be relocated during the removal of the existing sidewalk. These two utilities may require a permanent utility bridge or the west bridge overhang will need to be reconstructed to accommodate the utilities and pedestrian railing.

**Project Description**

**PURPOSE AND NEED**

The existing two-lane bridge has been deemed structurally deficient by the Caltrans Area Bridge Maintenance Engineer and is not adequate to handle existing and projected traffic volumes on Jaye Street. The City of Porterville has undertaken a Bridge Rehabilitation Study (Appendix A) to ascertain the best solution for bringing the bridge up to current seismic, hydraulic, and structural design standards. The bridge is eligible for rehabilitation under the Federal Highway Bridge Program.

**BRIDGE WIDENING AND RECONSTRUCTION OF APPROACHES**

The proposed project consists of widening the bridge from two lanes to four lanes over the Tule River and reconstruction of the street approaches. The bridge would include a shared left turn lane and sidewalks on both sides of the bridge. Bridge approaches would also be widened from two lanes to four lanes to tie into the existing four lane sections of Jaye Street north of the bridge to Date Avenue and south of the bridge to Springville Avenue. Potential project improvements also include sidewalk and intersection improvements at the Jaye Street and Date Avenue intersection.

The City has developed four design alternatives for the proposed project. It should be noted that this CEQA document analyzes the worst-case scenario (largest potential footprint) that would be needed in order to construct the project. The analysis contained in Chapter Three and the technical appendices attached hereto are intended to cover any of the four design alternatives. The alternatives are as follows:

1A. **Widen existing structure East side – Eight-span CIP reinforced concrete slab bridge.** Under this alternative, the existing structure would be retrofitted to meet current seismic requirements and widened in-kind. The new structure would have an overall appearance similar to the existing structure. This alternative can be completed in one season.

1B. **Widen existing structure Both sides – Eight-span CIP reinforced concrete slab bridge.** Under this alternative, the existing structure would be widened on both sides and require the same seismic retrofit as Alternative 1A. The west side widening would consist of only approximately 8 feet to line up with the existing sidewalk and most of the widening would occur on the east side. This alternative would be scheduled to be constructed over two seasons.
2. **Replace existing structure – Three-span CIP prestressed concrete box girder.**
   Under this alternative, a 3-span CIP/PS concrete box girder bridge is considered. The profile grade will need to be raised to accommodate a higher structure depth of 4 feet. This alternative would be scheduled to be constructed over two seasons.

3. **Replace existing structure – Seven span CIP reinforced concrete slab bridge.**
   Under this alternative, a 7-span reinforced concrete slab bridge is considered. This alternative would be scheduled to be constructed over two seasons.

Depending on the design alternative selected, the bridge would ultimately be approximately 80 feet wide. Existing structure components would be reused to the greatest extent feasible. Refer to Appendix A – Bridge Rehabilitation Study for further information regarding the alternative designs.

**BRIDGE APPROACHES**

Since funding may allow for road improvements on the north and south road approaches, the area of potential affect includes approximately 600 feet-plus on the north (to Date Avenue) and 350 feet-plus on the south approach (to Springville Avenue). The approaches are proposed to be re-aligned and restriped from two-lanes to four-lanes to tie into the existing four-lane roads that currently exist at the Date Avenue intersection to the north and south of the bridge north of Springville Avenue. Potential improvements to the approaches would include realignment, overlay, restriping, and shoulder work within the existing right-of-way. The improvements would eliminate the existing “bottleneck” conditions in the vicinity of the bridge. Road approaches would be constructed for any of the proposed alternatives.

**VEHICULAR TRAFFIC ACCESS/STAGING**

In order to maintain vehicular traffic, construction of the project would need to be staged for all alternatives. Traffic will use the existing bridge during Stage 1 with one traffic lane open in each direction while a portion of the bridge is constructed. During Stage 2, the traffic would be moved onto the new portion while the other is worked on. A closure pour would be completed at the end of Stage 2 construction to attach the two structures. Traffic staging applies to any of the proposed alternatives.

**PROJECT SCHEDULE**

Since road closure is not permitted by the City, construction would likely need to occur over two seasons (with the exception of Alternative 1A which could potentially be completed over one season). It is anticipated that riverbed access would occur during the low flow season (typically June – October) or as permitted by the regulatory agencies.
CONSTRUCTION EQUIPMENT

Typical road and bridge construction equipment would include bulldozers, pile driving or drilling rig (Baker tanks if CIDH Concrete Piles are used), backhoes, excavators, scrapers, trucks, cranes, air compressors, graders, forklifts, ready-mix trucks, concrete pumps, bridge deck finishing machine, HMA pavers, rollers, pavement striper, and workers' vehicles.

CONSTRUCTION STAGING

The construction contractor would likely use a combination of existing bridge approach shoulders, fallow areas adjacent to the roadway to the north, and adjacent to the Tule River Parkway driveway (southwest), and/or other areas that can be secured to store equipment and materials. Any temporary staging area would be reclaimed to conditions equivalent to existing conditions after project construction has been completed.
June 29, 2012

Mr. Bradley D. Dunlap, Project Planner

City of Porterville
291 North Main Street
Porterville, CA 93257

Re: SCH#2012061082; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the “Jaye Street Bridge Widening Project,” located in the City of Porterville; Tulare County, California.

Dear Mr. Dunlap:


This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as ‘consulting parties’ under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9.

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a ‘significant effect’ requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as “a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ... objects of historic or aesthetic significance.” In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the ‘area of potential effect (APE), and if so, to mitigate that effect. The NAHC did conduct a Sacred Lands File (SLF) search within the ‘area of potential effect (APE) and Native American cultural resources were not identified in the project area specified.

The NAHC “Sacred Sites,” as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254 (r).

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway. Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you make contact with the list of Native American Contacts on the attached list of Native American Contacts.
contacts, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to CA Public Resources Code § 5097.95, the NAHC requests cooperation from other public agencies in order that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends avoidance as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources and Section 2183.2 that requires documentation, data recovery of cultural resources.

Furthermore, the NAHC if the proposed project is under the jurisdiction of the statutes and regulations of the National Environmental Policy Act (e.g. NEPA; 42 U.S.C. 4321-43351). Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 et seq), 36 CFR Part 800.3 (f) (2) & .5, the President’s Council on Environmental Quality (CSQ, 42 U.S.C 4371 et seq, and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 Secretary of the Interiors Standards for the Treatment of Historic Properties were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation. The aforementioned Secretary of the Interior’s Standards include recommendations for all ‘lead agencies’ to consider the historic context of proposed projects and to “research” the cultural landscape that might include the ‘area of potential effect.’

Confidentiality of “historic properties of religious and cultural significance” should also be considered as protected by California Government Code §6254( r) and may also be protected under Section 304 of he NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity.

Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for inadvertent discovery of human remains mandate the processes to be followed in the event of a discovery of human remains in a project location other than a ‘dedicated cemetery’.

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects.

Finally, when Native American cultural sites and/or Native American burial sites are prevalent within the project site, the NAHC recommends ‘avoidance’ of the site as referenced by CEQA Guidelines Section 15370(a).
If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,

[Signature]
Dave Singleton
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List
Native American Contacts
Tulare County
June 29, 2012

Tule River Indian Tribe
Neil Peyron, Chairperson
P.O. Box 589
Porterville, CA 93258
chairman@tulerivertribe-nsn.
(559) 781-4271
(559) 781-4610 FAX

Yokuts

Tubatulabal of Kern Valley
Dr. Donna Begay, Tribal Chairwoman
P.O. Box 226
Lake Isabella, CA 93240
drbegay@aol.com
(760) 379-4590
(760) 379-4592 FAX

Wuksache Tribe
John Sartuche
1028 East "K" Avenue
Visalia, CA 93292
signsbyarch@aol.com
(559) 636-1136

Wuksache

Ron Wermuth
P.O. Box 168
Kernville, CA 93238
warmoose@earthlink.net
(760) 376-4240 - Home
(916) 717-1176 - Cell

Tubatulabal
Kawaiisu
Koso
Yokuts

Sierra Nevada Native American Coalition
Lawrence Bill, Interim Chairperson
P.O. 125
Dunlap, CA 93621
(559) 338-2354

Mono
Foothill Yokuts
Choinumni

Jennifer Malone
637 E Lakeview
Woodlake, CA 93286
indianpopup@sbcglobal.net
559-564-2146 - home
559-280-0712 - cell

Wuksachumi
Tachi
Yowlumni

Wuksache Indian Tribe/Eshom Valley Band
Kenneth Woodrow, Chairperson
1179 Rock Haven Ct.
Salinas, CA 93906
kwood8934@aol.com
831-443-9702

Foothill Yokuts
Mono
Wuksache

Santa Rosa Tachi Rancheria
Lalo Franco, Cultural Coordinator
P.O. Box 8
Lemoore, CA 93245
(559) 924-1278 - Ext. 5
(559) 924-3583 - FAX

Tachi
Tache
Yokut

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed
ISCH#2012061082; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Jae Street Bridge Widening Project; located in the City of Porterville; Tulare County, California.
June 28, 2012

Bradley Dunlap
City of Porterville
Community Development
291 North Main Street
Porterville, CA 93257

Project: Initial Study/Mitigated Negative Declaration – Jaye Street Bridge Widening Project

District CEQA Reference No: 20120370

Dear Mr. Dunlap:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above consisting of widening the Jaye Street Bridge (bridge # 46C0099) and bridge approaches from two lanes to four lanes, located at Jaye Street between Date Avenue and Springville Avenue, in Porterville, CA. The District offers the following comments:

1. Based on information provided to the District, project specific emissions of criteria pollutants are not expected to exceed District significance thresholds of 10 tons/year NOx, 10 tons/year ROG, and 15 tons/year PM10. Therefore, the District concludes that project specific criteria pollutant emissions would have no significant adverse impact on air quality.

2. District Rule 9510 (Indirect Source Review) Applicability § 2.2 states: “This rule shall apply to any transportation or transit project where construction exhaust emissions equal or exceed two (2.0) tons of NOx or two (2.0) tons of PM10.” Based on information provided to the District, the proposed project would exceed two (2.0) tons of NOx. Therefore, the District concludes that the proposed project is subject to District Rule 9510 (Indirect Source Review). Based on the information provided, the project will likely require an approved dust control plan. Demonstration of compliance with District Rule 9510 is required prior to issuance of said dust control plan. Information about how to comply with District Rule 9510 can be found online at: http://www.valleyair.org/ISR/ISRHome.htm.

Seyed Sadreolin
Executive Director/Air Pollution Control Officer
To avoid construction delays, the City of Porterville should submit an air impact assessment application, as soon as practical.

If you have any questions or require further information, please call Georgia Stewart at (559) 230-5937.

Sincerely,

David Warner
Director of Permit Services

[Signature]

Arnaud Marjollet
Permit Services Manager

DW: gs
San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

Frequently Asked Questions Regarding Indirect Source Review

Q: What is the purpose of Indirect Source Review (ISR)?
A: As land development and population in the San Joaquin Valley continues to increase, so will indirect air emissions that negatively affect air quality. The emissions are called indirect because they don’t come directly from a smokestack, like traditional industry emissions, but rather the emissions are indirectly caused by this growth in population. As a consequence, the San Joaquin Valley Air Pollution Control District (District) adopted Indirect Source Review (Rule 9510) to reduce the impacts of growth in emissions from all new land development in the San Joaquin Valley.

Q: When is a project subject to ISR?
A: A project is subject to ISR if all of the following are applicable:
- The project received its final discretionary approval from the land use agency on or after March 1, 2006.
- The project meets or exceeds the following District applicability thresholds:
  - 2,000 square feet commercial
  - 25,000 square feet light industrial
  - 100,000 square feet heavy industrial
  - 20,000 square feet medical office
  - 39,000 square feet general office
  - 9,000 square feet educational
  - 20,000 square feet recreation space
  - 50 residential units
  - 9,000 square feet of space not included in the list
- The project’s primary functions are not subject to District Rule 2201 (New and Modified Stationary Source Review Rule), or District Rule 2010 (Permits Required). For more information on the applicability of ISR regarding a specific project, please contact the District at (559) 230-6000 or visit the District’s website at http://www.valleyair.org/ISR/ISRHome.htm.

Q: For the purposes of Rule 9510, what is final discretionary approval?
A: A decision by a public agency that requires the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular development project, as distinguished from situations where the public agency merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations. Examples of discretionary approvals include Tentative Tract Maps, Site Plans, and Conditional Use Permits. A building permit would be an example of a ministerial approval.

Q: What pollutants does ISR target?
A: The ISR rule looks to reduce the growth in NOx and PM10 emissions associated with the construction and operation of new development projects in the San Joaquin Valley. The rule requirement is to reduce construction NOx and PM10 emissions by 20% and 45%, respectively, as well as reducing operational NOx and PM10 emissions by 33.3% and 50%, respectively, when compared to unmitigated projects.

Q: What are NOx and PM10?
A: Nitrogen oxide (NOx) is an ozone precursor, or principal component of ozone. Ozone is a colorless, odorless reactive gas comprised of three oxygen atoms. It is found naturally in the earth’s stratosphere, where it absorbs the ultraviolet component of incoming solar radiation that can be harmful to life. Ozone is also found near the earth’s surface, where pollutants emitted from society’s activities react in the presence of sunlight to form ozone. Hot sunny weather with stagnant wind conditions favors ozone formation, so the period from May through September is when high ozone levels tend to occur in the San Joaquin Valley Air Basin.

Particulate matter (PM) is a generic term used to describe a complex group of air pollutants that vary in composition. PM10 particles have a diameter of 10 microns (micrometers) or less. The sources of PM can vary from wind blown dust particles to fine particles directly emitted from combustion processes, or may be formed from chemical reactions occurring in the atmosphere.

Q: What is URBEMIS?
A: URBEMIS (Urban Emissions) is a computer modeling program that estimates construction, area source and operational emissions of NOx and PM10 from potential land uses. This program uses the most recent approved version of relevant Air Resources Board (ARB) emissions models and emission factors.
Q: How can a project's emissions be reduced to lessen the impact on air quality (On-site emissions reductions)?
A: A project's emissions can be reduced by incorporating District approved mitigation measures. These include, but are not limited to, the following:
- Bicycle lanes throughout the project
- Proximity to existing or planned bus stops
- Proximity to existing or planned local retail
- Eliminate woodstoves and fireplaces from the project
- Cleaner fleet construction vehicles
- Energy efficiency beyond Title 24 requirements
For more information on additional measures that help reduce emissions, please contact the District at (559) 230-6000 or by visiting the District's website at http://www.valleyair.org/ISR/ISROnSiteMeasures.htm

Q: What will I receive from the District once the Air Impact Assessment (AIA) has been approved?
A: When the AIA is approved the applicant will receive an approval letter, along with the following:
- Off-site emissions estimator worksheet (see below)
- Fee estimator worksheet (see below)
- Monitoring and Reporting Schedule (MRS), if applicable
- Project invoice, if applicable

Q: What is the Off-site Emissions Estimator Worksheet?
A: This Excel worksheet uses the project's total tons of NOx and PM10 as calculated using URBEMIS and compares the unmitigated emissions against the mitigated emissions, determining whether the reduction in emissions is sufficient to satisfy the rule. If the reduction is not sufficient, the required off-site emission reductions are calculated using the District's off-site emission reduction equations, which can be found on the District's website at http://www.valleyair.org/rules/cumrrules/fr5510.pdf (Sections 7.0 through 7.1.2.2)

Q: What is the Fee Estimator Worksheet?
A: The Fee Estimator is an Excel worksheet used to calculate the total dollar amount of off-site fees that must be paid to the District in order to cover the District's cost of obtaining the required off-site emission reductions, and therefore fulfill the rule requirement. This fee amount is derived by multiplying the total tons of off-site reductions by the applicable rate.

Q: Why are mitigation fees collected, and how are they used by the District?
A: When a development project cannot reduce its NOx and PM10 emissions to the level required by the rule, then the difference must be mitigated through the payment of a fee. The monies collected from this fee will be used by the District to reduce emissions in the San Joaquin Valley on behalf of the project, with the goal of offsetting the emissions increase from the project by decreasing emissions elsewhere. More specifically, the fees received by the District are used in the District's existing Emission Reduction Incentive Program (ERIP) to fund emission reduction projects.

Q: How can additional information on the Indirect Source Review Program be found?
A: Additional information can be found by visiting the District's website at http://www.valleyair.org/ISR/ISRHome.htm or by calling the District at (559) 230-6000.

**ISR Processing Flow Chart**

1. Preliminary Application Review Performed
2. Application Complete?
   - If YES, the following action occurs
     - If NO, more information is required
   - Complete Letter Sent to Applicant
   - Final Review Performed by Air Quality Specialist
   - Final Approval Letter and Invoice Sent to Applicant

**Location Details**
1990 E. GETTYSBURG AVENUE, FRESNO, CA 93726-0244 / (559) 230-6000 TEL. / www.valleyair.org
July 23, 2012

Bradley D. Dunlap
City of Porterville
291 North Main Street
Porterville, California 93257

Subject: Initial Study / Mitigated Negative Declaration
Jaye Street Improvement Project (Project)
City of Porterville, Tulare County
SCH No. 2012061082

Dear Mr. Dunlap:

The California Department of Fish and Game (Department) has reviewed the Initial Study/Mitigated Negative Declaration (IS/MND) prepared by Quad Knopf in June 2012 for the Project referenced above. A copy of a Natural Environment Study report prepared by Caltrans in support of the Biological Resources Section of the Initial Study was included as Appendix C of the IS/MND, and a Mitigation Reporting/Monitoring Plan constituted Section 4 of the IS/MND. As the Department understands the Project, approval would allow widening of the ¼-mile long section of Jaye Street where it exists between Date Avenue and Springville Avenue. The Project also consists of widening a bridge over the Tule River from two lanes to four with the reconstruction of street approaches, a shared left turn lane, and sidewalks on both sides of the bridge. The Project area would include the widened right-of-way, bridge, sidewalk and other intersection improvements, and three temporary staging areas.

The Department notes the IS contains appropriate measures to avoid, or mitigate to less than significant levels, project related impacts to the federally threatened Valley elderberry longhorn beetle (Desmocerus californicus dimorphus) and other biological resources. However, the Department has concerns with regard to the proposed no-disturbance buffers set forth to avoid and/or minimize Project-related impacts to the State threatened Swainson’s hawk (Buteo swainsoni), the State Species of Special Concern burrowing owl (Athene cunicularia), and unlisted raptors which may be utilizing habitat at or near the Project area. Our specific comments follow.

Conserving California’s Wildlife Since 1870
Department Jurisdiction

**Trustee Agency Authority:** The Department is a Trustee Agency with responsibility under California Environmental Quality Act (CEQA) for commenting on projects that could impact plant and wildlife resources. Pursuant to Fish and Game Code Section 1802, the Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of those species. As a Trustee Agency for fish and wildlife resources, the Department is responsible for providing, as available, biological expertise to review and comment upon environmental documents and impacts arising from project activities, as those terms are used under CEQA (Division 13 [commencing with Section 21000] of the Public Resources Code).

**Responsible Agency Authority:** The Department also has regulatory authority over projects that could result in the “take” of any species listed by the State as threatened or endangered, pursuant to Fish and Game Code Section 2081. If the Project could result in the “take” of any species listed as threatened or endangered under the California Endangered Species Act (CESA), the Department may need to issue an Incidental Take Permit (ITP) for the Project. CEQA requires a Mandatory Finding of Significance if a project is likely to substantially impact threatened or endangered species (sections 21001(c), 21083, Guidelines sections 15380, 15064, 15065). Impacts must be avoided or mitigated to less than significant levels unless the CEQA Lead Agency makes and supports Statement of Overriding Consideration (SOC). The CEQA Lead Agency’s SOC does not eliminate the Project proponent’s obligation to comply with Fish and Game Code Section 2080. The Project has the potential to reduce the number or restrict the range of endangered, rare, or threatened species (as defined in Section 15380 of CEQA).

**Stream Alteration Agreement (SAA):** The Department also has regulatory authority with regard to activities occurring in streams and/or lakes that could adversely affect any fish or wildlife resource, pursuant to Fish and Game Code sections 1600 et seq. The IS/MND discusses that the proposed Project would impact an ephemeral channel. The Project proponent should submit a Stream Alteration Notification to the Department for the Project. The Department is required to comply with CEQA in the issuance or the renewal of an SAA. For additional information on notification requirements, please contact our staff in the Stream Alteration Program at (559) 243-4593.

**Water Pollution:** Pursuant to Fish and Game Code Section 5650, it is unlawful to deposit in, permit to pass into, or place where it can pass into the “Waters of the State” any substance or material deleterious to fish, plant life, or bird life, including non-native
species. It is possible this Project could result in pollution of a “Waters of the State” from placing a set of two 24-inch aluminum alloy culvert pipes across an ephemeral channel. This could impact the fish and wildlife resources by causing increased sediment input into “Waters of the State” downstream of the Project. The Regional Water Quality Control Board also has jurisdiction regarding discharge and pollution to “Waters of the State” including stormwater runoff into surface waters.

**Bird Protection:** The Department has jurisdiction over actions which may result in the disturbance or destruction of active nest sites or the unauthorized “take” of birds. Sections of the Fish and Game Code that protect birds, their eggs and nests include Sections 3503 (regarding unlawful “take,” possession or needless destruction of the nest or eggs of any bird), 3503.5 (regarding the “take,” possession or destruction of any birds-of-prey or their nests or eggs), and 3513 (regarding unlawful “take” of any migratory non-game bird). The environmental document for the Project should include a discussion of how the Project related activities would avoid impacts to birds, their eggs, and their nests at and near the Project area.

**Potential Project Impacts and Recommendations**

**Swainson’s Hawk:** Potential Swainson’s hawk (SWHA) nesting trees at or within 1,000 feet of the Project area were the subject of surveys in May 2008 and September 2011. SWHA nests were not identified during either survey effort; however, because SWHA and potential SWHA nesting trees occur in the area, the MND proposes mitigation measures to avoid significant Project-related impacts to the species. Specifically, **Mitigation Measure 3.4.2** would require the equivalent of a 600-foot no-disturbance buffer between active SWHA nests and Project-related construction activities if such activities begin between January 1 and September 15. The same mitigation measure would similarly require the equivalent of a 250-foot no-disturbance buffer between unlisted raptor nests and Project-related construction activities. This buffer would be accomplished by postponing the initiation of Project-related construction activities until the SWHA (and unlisted raptor) young had fledged. It remains unclear whether a no-disturbance buffer would be observed for SWHA or non-listed raptor nests in the event Project-related construction work is initiated between September 15 and January 1.

To avoid impacts to the species, surveys should be conducted by a qualified wildlife biologist following the survey methodology developed by the Swainson’s Hawk Technical Advisory Committee (SWHA TAC, 2000), prior to any ground disturbance. These surveys, the parameters of which were designed to optimize detectability, should be conducted to reasonably assure the Department that “take” of this species will not occur as a result of disturbance associated with Project implementation. In the event an active SWHA nest is detected during protocol-level surveys, a ½ mile no disturbance
buffer should be implemented during breeding season (February 1 through August 31) to avoid nest abandonment and to minimize potential impacts to the species that could result in take. If it is not feasible to implement the 1/2 mile nest buffer, a State Incidental Take Permit pursuant to Fish and Game Code Section 2081(b) should be acquired prior to initiating any Project related activities.

Because this State-threatened species is known to nest adjacent to and could also potentially nest on the Project site, removal of mature trees and other riparian vegetation is a potentially significant impact that should be mitigated. The Department considers removal of known raptor nest trees, even outside of the nesting season, to be a significant impact under CEQA, and in the case of Swainson’s hawk could also result in “take” under the California Endangered Species Act (CESA). This is especially true with species such as Swainson’s hawk that exhibit high site fidelity to their nest and nest trees year after year. Impacts to known nest trees should be avoided at all times of the year. If avoidance of a known nest tree is not feasible, consultation with the Department is warranted prior to taking any action and a determination of “take” potential under CESA or under Fish and Game Code Sections 3503.5 and 3513 will be made. Regardless of nesting status, trees that must be removed should be replaced with an appropriate native tree species planting at a ratio of 3:1 in an area that will be protected in perpetuity. This mitigation is needed to offset impacts to the loss of potential nesting habitat along the Tule River.

Burrowing Owl: The Project has the potential to impact burrowing owl. To avoid impacts to the species, surveys should be conducted following the survey methodology developed by the California Burrowing Owl Consortium (CBOC, 2012). If any ground-disturbing activities will occur during the burrowing owl nesting season (approximately February 1 though August 31), and potential burrowing owl burrows are present within the Project footprint, implementation of avoidance measures are warranted. In the event that burrowing owls are found, the Department’s Staff Report on Burrowing Owl Mitigation (CDFG 1993) recommends that impacts to occupied burrows be avoided by implementation of a no-disturbance buffer zone of a minimum distance of 250 feet, unless a qualified biologist approved by the Department verifies through non-invasive methods that either: 1) the birds have not begun egg laying and incubation; or 2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival. Failure to implement this buffer zone could cause adult burrowing owls to abandon the nest, cause eggs or young to be directly impacted (crushed), and/or result in reproductive failure, in violation of Fish and Game Code and the Migratory Bird Treaty Act.

If the Project proposes to evict burrowing owls that may be present, the Department recommends passive relocation during the nonbreeding season. The CEQA document
should describe all avoidance measures that would be employed in the event that owls are found on the Project site, as well as methods that would be used to evict owls from burrows. The CEQA document should specify how the impact of evicting owls would be mitigated to a less than significant level. The Department's Staff Report on Burrowing Owl Mitigation (CDFG 1995) recommends that foraging habitat be acquired and permanently protected to offset the loss of foraging and burrow habitat. The Department also recommends replacement of occupied burrows with artificial burrows as mitigation for the potentially significant impact of evicting a burrowing owl.

Other Nesting Birds: Raptors and other species of nesting birds have the potential to exist on the Project site. If Project-related activities must occur during the breeding season (February through mid-September), surveys for active nests should be conducted by a qualified biologist no more than 14 days prior to commencing Project-related activities. A minimum no-disturbance buffer of 500 feet should be observed for raptors and 250 feet should be delineated around active nests of song birds until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival.

We appreciate the opportunity to provide guidance on this Project. If you have any questions on these issues, please contact Steven Hulbert, Environmental Scientist, at the address provided on this letterhead or by telephone at (559) 243-47014, ext. 289.

Sincerely,

[Signature]
Jeffrey R. Single, Ph.D.
Regional Manager

Cc: United States Army Corps of Engineers
San Joaquin Valley Office
1325 J Street
Sacramento, California 95814-2922

Regional Water Quality Control Board
Central Valley Region
1685 E Street
Fresno, California 93706-2020
Literature Cited


RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A
MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
FOR THE JAYE STREET BRIDGE WIDENING PROJECT

WHEREAS: The existing Jaye Street Bridge, a major north-south arterial which crosses
the Tule River, was built in 1970. The bridge has recently been deemed structurally deficient by the
Caltrans Area Bridge Maintenance Engineer and is not adequate to handle existing and projected
traffic volumes on Jaye Street; and

WHEREAS: The City of Porterville has undertaken a Bridge Rehabilitation Study to
ascertain the best solution for bringing the bridge up to current seismic, hydraulic, and structural
design standards. Four design alternatives have been proposed: two that would rehabilitate and
widen the existing bridge and two that would replace the existing structure. The Mitigated Negative
Declaration analyzed the worst-case scenario (largest potential footprint) that would be needed in
order to construct the project; and

WHEREAS: The project consists of the rehabilitation or replacement of the existing Jaye
Street Bridge to widen from two lanes to four lanes over the Tule River and reconstruction of the
street approaches. The bridge would include a shared left turn lane and sidewalks on both sides of
the bridge. Bridge approaches would also be widened from two lanes to four lanes to tie into the
existing four lane sections of Jaye Street north of the bridge to Date Avenue and south of the bridge
to Springville Avenue; and

WHEREAS: On June 21, 2012, the Environmental Coordinator made a preliminary
determination that a Mitigated Negative Declaration would be appropriate for the proposed project;
and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting
of August 7, 2012, conducted a public hearing to consider approval of the Mitigated Negative
Declaration which evaluates the environmental impacts of the rehabilitation or replacement of the
existing bridge to widen from two lanes to four lanes over the Tule River and reconstruction of the
street approaches.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Porterville
does hereby make the following findings:

1. That a Mitigated Negative Declaration was prepared for the project in accordance
   with the California Environmental Quality Act and was transmitted to interested
   agencies and made available for public review and comment. The review period ran
   for thirty (30) days, from June 25, 2012, to July 26, 2012.

2. That the proposed project will not create adverse environmental impacts. The
   approved Mitigated Negative Declaration was evaluated in light of the prepared

ATTACHMENT
ITEM NO. 4
environmental initial study and comments from interested parties received during the review period.

3. That the mitigation measures contained in the Mitigated Negative Declaration were incorporated into a Mitigation Monitoring Program attached hereto as Exhibit A.

4. That review of the environmental circumstances regarding this project indicates that no adverse impacts would accrue to wildlife resources from implementation of the project.

5. That the City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the Mitigated Negative Declaration for the Jaye Street Bridge Widening Project and the Mitigation Monitoring Program attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED this _____ day of August 2012.

By: ____________________________
    Virgina R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: ____________________________
    Patrice Hildreth, Chief Deputy City Clerk
SECTION FOUR - MITIGATION MONITORING PLAN

State and local agencies are required by Section 21081.6 of the California Public Resources Code to establish a monitoring and reporting program for all projects which are approved and which require CEQA processing.

Local agencies are given broad latitude in developing programs to meet the requirements of Public Resources Code Section 21081.6. The mitigation monitoring program outlined in this document is based upon guidance issued by the Governor's Office of Planning and Research.

The Mitigation Monitoring and Reporting Program for the proposed project corresponds to mitigation measures outlined in the project Mitigated Negative Declaration (MND). The Program summarizes the environmental issues identified in the MND, the mitigation measures required to reduce each potentially significant impact and the agency or agencies responsible for monitoring and reporting on the implementation of the mitigation measures.
## Mitigation Monitoring Plan

<table>
<thead>
<tr>
<th>Impact Number</th>
<th>Mitigation Measure</th>
<th>Implementing Agency</th>
<th>Monitoring Agency</th>
<th>Level of Significance After Mitigation</th>
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<tbody>
<tr>
<td>3.4-1</td>
<td>To avoid impacts to VELB, the following measures shall be implemented:</td>
<td>City of Porterville</td>
<td>USFWS/CDFG</td>
<td>Less than Significant</td>
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<td></td>
<td>• Prior to the initiation of ground disturbance, a four foot tall, high visibility, temporary exclusionary fence will be installed at the maximum distance feasible for construction occurring within the 100 foot buffer of the elderberry shrubs remaining within the work area.</td>
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<td></td>
<td>• If any elderberry shrubs will be encroached upon within 100 feet, an exclusion fence will be placed no closer than 20 feet from the drip line of the elderberry shrub.</td>
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<td>• Any elderberry shrubs that will be encroached upon within 20 feet will be considered to be impacted.</td>
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<td>• No work will be conducted within the established exclusion zones. In addition, all vehicle operations will be minimized around these shrubs.</td>
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<td>• All equipment will be staged away from the elderberry shrubs, in previously disturbed areas.</td>
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<td>• Signs that designate the buffer areas as VELB habitat, and that describe the federal protection status of the species, should be erected every 50 feet along the edge of the avoidance areas.</td>
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<td>• A qualified biologist, skilled in the identification and habitat needs of the VELB, shall be present to monitor compliance with avoidance of all elderberry shrubs not transplanted or trimmed. The biological monitor shall be present anytime work is conducted in the vicinity of the elderberry shrubs, including trimming and transplanting. If, at any time, elderberry shrub impact avoidance measures are not followed, the biologist shall be given the power to suspend construction operations until such activities are corrected and an alternate course of action is taken that ensures no impacts to the elderberry shrubs will occur.</td>
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<td>• Within 30 days after the completion of the project, a compliance report letter that documents the results of the implementation of mitigation measures will be completed and submitted to USFWS.</td>
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<td>• Prior to the initiation of ground disturbing activities, a qualified biologist will conduct threatened and endangered species training. Personnel that will be working in the project site</td>
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<td>will be trained in the life history, habitat requirements, protection status, impact avoidance measures, and penalties under the federal endangered species act for unauthorized take of the VELB. A written handout will be provided to construction personnel that will include the above-mentioned information, illustrations and photographs of pertinent aspects of VELB life history. All personnel conducting work in the project site will be required to attend the training prior to working on site. A signup sheet will be maintained that provides written verification of all training meeting attendees.</td>
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<td>• All vehicles and equipment entering the project site shall be in good working condition and free from leaks. In the event that a vehicle or equipment item is found to be leaking fluid, operation of the vehicle or equipment item shall be terminated and it shall be repaired or replaced. If possible, repairs should be conducted in a contained area. All contaminated soil will be collected and properly disposed of off the project site. All construction materials will be staged away from all elderberry shrubs and any spills will be cleaned immediately. No herbicides, fertilizers or other chemicals that may harm the elderberry shrubs shall be used within 100 feet of the shrubs.</td>
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<td>• Construction will permanently alter the portions of the 100-foot buffer zones within the work area surrounding the project. Following construction, areas within the buffer zones will be restored to the extent feasible.</td>
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<td>• Ten elderberry shrubs will be directly impacted by project activities. Eight of these are located on the project site, and two are located within 20 feet of its perimeter. Three of these shrubs had potential exit holes. These ten elderberry shrubs should be transplanted to a suitable conservation area. In addition, standard compensation plantings (sensu USFWS 1999) require that 153 elderberry seedlings/cuttings and 273 container stocks of associated native plants be planted in a conservation area. The associated native plants should include both overstory and understory species.</td>
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<td>The conservation area should provide at least 1,800 square feet for each transplanted elderberry shrub (USFWS 1999). As many as five elderberry shrubs and five associated native plants may be planted within the 1,800 square foot area. An additional 1,800 square feet shall be provided for every additional 10 conservation plants. Therefore, the conservation area should cumulatively encompass a minimum of 90,720</td>
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<td>feet (2.08 acres).</td>
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<td>The conservation area and plantings will continue to be monitored by means of two site visits by a qualified biologist between February 14th and June 30th of each of the 10 years succeeding the emplacement of the additional cuttings, seedlings and transplanted elderberry shrubs. Surveys will include a population census of any beetles or exit holes observed, an evaluation of conservation plantings, and a general assessment of the habitat, adequacy of protection measures, etc., as specified in the USFWS VELB conservation guidelines (1999). A report detailing the results of these surveys should be submitted by December 31st of each year of monitoring to the USFWS and the California Department of Fish and Game, and monitoring should continue to occur on this schedule. Successful conservation will be assumed if 60 percent of the elderberry plants and 60 percent of the associated native plants survive. If survival drops below 60 percent, the City must replace failed plantings within one year to bring survival above this level. Alternatively, the City may purchase credits in an established mitigation bank to compensate for the loss of elderberry shrubs.</td>
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<td>3.4.2</td>
<td>To avoid impacts to Swainson’s hawk, the following</td>
<td>City of Porterville</td>
<td>CDFG</td>
<td>Less than</td>
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<td>Impact Number</td>
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<td>measures shall be implemented:</td>
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<td>Significant</td>
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<td>• A pre-construction survey shall be conducted to determine the presence of nesting birds. The project site and potential nesting areas within a ½ mile radius of the site shall be surveyed 14 to 30 days prior to the initiation of construction. Surveys will be performed by a qualified biologist or ornithologist to verify the presence or absence of nesting birds. Construction shall not occur within a 500 foot buffer surrounding nests of raptors or a 250 foot buffer surrounding nests of migratory birds. If construction within these buffer areas is required or if nests must be removed to allow continuation of construction, then approval will be obtained from CDFG;</td>
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<td>• All trees which are suitable for Swainson’s hawk nesting that are within 2,640 feet of construction activities shall be inspected for nests by a qualified biologist;</td>
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<td>• Swainson’s hawk surveys in accordance with the Swainson’s Hawk Technical Advisory Committee’s “Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley” will be conducted to determine whether Swainson’s hawks nest within a ½ mile of the project site by conducting surveys at the following intensities,</td>
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depending upon dates of initiation of construction:

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<tr>
<th>Construction start</th>
<th>Survey period</th>
<th>Number of surveys</th>
<th>Timing</th>
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<tr>
<td>1 January to 20 March</td>
<td>1 January to 20 March</td>
<td>1</td>
<td>All day</td>
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<tr>
<td>21 March to 24 March</td>
<td>1 January to 20 March</td>
<td>1</td>
<td>All day</td>
</tr>
<tr>
<td>21 March to 24 March</td>
<td>Up to 3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
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<tr>
<td>24 March to 5 April</td>
<td>1 January to 20 March</td>
<td>1</td>
<td>All day</td>
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<tr>
<td>21 March to 5 April</td>
<td>3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
<td></td>
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<tr>
<td>6 April to 9 April</td>
<td>21 March to 5 April</td>
<td>3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
</tr>
<tr>
<td>6 April to 9 April</td>
<td>Up to 3</td>
<td>Sunrise to 1000 and 1600 to sunset</td>
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<tr>
<td>1 January to 20 March</td>
<td>1 (if all 3 surveys)</td>
<td>All day</td>
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<td>Impact Number</td>
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<tr>
<td>10 April to 30 July</td>
<td>21 March to 5 April</td>
<td>3 Sunrise to 1000 and 1600 to sunset</td>
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<tr>
<td>6 April to 20 April</td>
<td>3 Sunrise to 1200 and 1630 to sunset</td>
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<tr>
<td>31 July to 15 September</td>
<td>6 to 20 April</td>
<td>3 Sunrise to 1200 and 1630 to sunset</td>
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<tr>
<td>10 to 30 July</td>
<td>3 Sunrise to 1200 and 1600 to sunset</td>
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A nest can be eliminated as a potential Swainson's hawk nest if another species of raptor is using the nest;
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<th>Level of Significance After Mitigation</th>
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<td></td>
<td>• If Swainson’s hawk nests are detected within ½ mile of the project site, a no disturbance buffer zone will be implemented during construction. If it is not feasible to implement a ½ mile no disturbance buffer zone, a qualified biologist will monitor the Swainson’s hawk nest during construction activities and if it is determined that there is a likelihood of nest abandonment or other interruption to normal breeding, feeding or nesting behavior, the CDFG will be consulted to determine appropriate additional regulatory requirements.</td>
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<td></td>
<td>• If Swainson’s hawks are detected to be nesting in trees within 600 feet of the construction area, construction will not occur within this zone until after young Swainson’s hawks have fledged (this usually occurs by early June). The nest will be monitored by a qualified biologist to determine fledging date. If Swainson’s hawks are found within the project area, the project site would be considered foraging habitat and compensation for foraging habitat would be required by CDFG at a ratio of 0.75 to 1 (0.75 acre for every 1.0 acre adversely affected);</td>
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<td>• If other raptors are found nesting within 250 feet of the construction area, construction will be postponed until after young have fledged. The</td>
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<td>date of fledging will be determined by a qualified biologist. If construction cannot be delayed within this zone, the CDFG will be consulted and alternative protection measures required by the CDFG will be followed; and</td>
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<td>• The removal of trees shall not occur during the breeding season (February 1st to September 15th). Trees slated for removal during the breeding season shall be surveyed by a qualified biologist prior to removal to ensure that there are no nesting birds occupying the tree.</td>
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<tr>
<td>3.4.3</td>
<td>To avoid impacts to migratory birds, the following measures shall be implemented:</td>
<td>City of Porterville</td>
<td>CDFG</td>
<td>Less than Significant</td>
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<td>• A pre-construction survey shall be conducted to determine the presence of nesting birds if ground clearing or construction activities will be initiated during the breeding season (February 15 through September 15). The project site and potential nesting areas within 500 feet of the site shall be surveyed 14 to 30 days prior to the initiation of construction. Surveys will be performed by a qualified biologist or ornithologist to verify the presence or absence of nesting birds. Construction shall not occur within a 500 foot buffer surrounding nests of raptors or a 250 foot buffer surrounding nests of migratory birds. If</td>
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<td>Construction within these buffer areas is required or if nests must be removed to allow continuation of construction, then approval will be obtained from CDFG. The CDFG may need to be contacted to determine the appropriate buffer and a biologist may need to monitor the nesting activity to ensure proper avoidance measures have been implemented;</td>
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<td>• Any trees scheduled for removal during the nesting season from February 15th to September 1st must first be inspected by a qualified biologist prior to removal. Active nest trees cannot be removed until nesting has been completed or removal has been deemed permissible by a biologist.</td>
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<td>• It is anticipated that swallows may try to nest on the bridge between February 15 and September 1. If any work is anticipated on said structure during this period, the Contractor shall take such measures as necessary to prevent nesting on portions of the structure that will cause a conflict between performing necessary work and nesting swallows;</td>
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<td>• If any work is anticipated on said structure during this period, the Contractor shall take such measures as necessary to prevent nesting on</td>
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<td>portions of the structure that will cause a conflict between performing necessary work and nesting swallows;</td>
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<td>• Swallows shall be allowed to nest on portions of the bridge where conflicts during construction are not anticipated;</td>
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<td>• Prior to February 15, existing nests shall be removed or exclusionary devices such as netting shall be used;</td>
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<td>• Weekly scalping, between February 15 and September 1, of partially completed nests is permitted to discourage nesting; and</td>
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<td>• If new nests are built or existing nests become occupied, then any work that would interfere with or discourage swallows from returning to their nests will not be permitted.</td>
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<tr>
<td>3.4.4</td>
<td>To avoid impacts to American badger, the following measures shall be implemented:</td>
<td>City of Porterville</td>
<td>USFWS/CDFG</td>
<td>Less than Significant</td>
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<td>• Pre-construction surveys shall be conducted no fewer than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities, or any project activity likely to impact the American badger.</td>
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<td>Exclusion zones shall be placed in accordance with USFWS Recommendations using the following:</td>
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<td>Potential Den 50 foot radius</td>
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<td>Known Den 100 foot radius</td>
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<td></td>
<td>Natal/Pupping Den Contact U.S. Fish and Wildlife Service for guidance</td>
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<td></td>
<td>(Occupied and Unoccupied)</td>
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<td>Atypical Den 50 foot radius</td>
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<td>• Project-related vehicles shall observe a 20-mph speed limit in all project areas, except on city and county roads and State and Federal highways. Nighttime construction shall be avoided, unless the construction area is appropriately fenced to exclude American badger. The area within any such fence must be determined to be uninhabited by American badger prior to initiation of construction. Off-road traffic outside of designated project areas shall be prohibited;</td>
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<td>• To prevent inadvertent entrapment of badgers or other animals during the construction phase of the project, all excavated, steep-walled holes or trenches more than two feet deep should be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches...</td>
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<td>are filled, they should be thoroughly inspected for trapped animals. If at any time a trapped or injured badger is discovered, the procedures in this section must be followed;</td>
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<td>• Badgers are attracted to den-like structures such as pipes and may enter stored pipe, becoming trapped or injured. All construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for badgers before the pipe is subsequently buried, capped, or otherwise used or moved in anyway. If a badger is discovered inside a pipe, that section of pipe should not be moved until the USFWS has been consulted. If necessary, and under the direct supervision of the biologist, the pipe may be moved once to remove it from the path of construction activity, until the badger has escaped;</td>
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<td>• All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from a construction or project site;</td>
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<td>• No firearms shall be allowed on the project site;</td>
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<td>Impact Number</td>
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<td>• To prevent harassment, mortality of badgers or destruction of dens by dogs or cats, no pets shall be permitted on the project site;</td>
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<td>• A representative shall be appointed by the project proponent who will be the contact source for any employee or contractor who might inadvertently kill or injure a badger, or who finds a dead, injured or entrapped individual. The representative’s name and telephone number shall be provided to the USFWS and CDFG;</td>
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<td>• In the case of trapped animals, escape ramps or structures shall be installed immediately to allow the animal(s) to escape, or the USFWS and CDFG should be contacted for advice;</td>
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<td>• Any contractor, employee(s), or military or agency personnel who inadvertently kills or injures an American badger shall immediately report the incident to their representative. This representative shall contact the CDFG immediately in the case of a dead, injured or entrapped badger. The CDFG contact for immediate assistance is State Dispatch at (916) 445-0045. They will contact the local warden or biologist; and</td>
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<td>• The Sacramento Fish and Wildlife Office and</td>
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<td>CDFG will be notified in writing within three working days of the accidental death or injury to an American badger during project related activities. Notification must include the date, time, and location of the incident or of the finding of a dead or injured animal and any other pertinent information. The USFWS contact is the Chief of the Division of Endangered Species, 2800 Cottage Way, Suite W2605, Sacramento, CA 95825-1846, and (916) 414-6620. The CDFG contact is Mr. Ron Schlorff at 1416 9th Street, Sacramento, CA 95814, (916) 654-4262.</td>
<td>City of Porterville</td>
<td>CDFG</td>
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<td>3.4.5</td>
<td>To avoid impacts to bats, the following measures shall be implemented:</td>
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<td>• Pre-construction surveys for bats of the bridge by a qualified biologist are required prior to bridge removal to ensure that bats have not moved into the bridge; and</td>
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<td>• If bats are found to occupy the bridge during pre-construction surveys, a bat eviction and mitigation plan has to be prepared in consultation the CDFG. In this event the existing bridge cannot be removed until all bats have been successfully evicted and adequate mitigation measures, such as bat houses or a bat friendly bridge design, have been approved by the CDFG.</td>
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<td>3.4.6</td>
<td>To avoid impacts to San Joaquin kit fox, the following measures shall be implemented: Pre-construction surveys shall be conducted no fewer than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities, or any project activity likely to impact the San Joaquin kit fox. Exclusion zones shall be placed in accordance with USFWS Recommendations using the following:</td>
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<td>Potential Den 50 foot radius</td>
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<td>Known Den 100 foot radius</td>
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<td>Natal/Pupping Den (Occupied and Unoccupied) Contact U.S. Fish and Wildlife Service for guidance</td>
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<td>Atypical Den 50 foot radius</td>
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<td>• Project-related vehicles shall observe a 20-mph speed limit in all project areas, except on city and county roads and State and Federal highways; this is particularly important at night when kit foxes are most active. Nighttime construction shall be avoided, unless the construction area is appropriately fenced to exclude San Joaquin kit fox. The area within any such fence must be determined to be uninhabited by San Joaquin kit fox prior to initiation of construction. Off-road traffic outside of designated project areas shall be prohibited;</td>
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<td>• To prevent inadvertent entrapment of kit foxes or other animals during the construction phase of the project, all excavated, steep-walled holes or trenches more than two feet deep should be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they should be thoroughly inspected for trapped animals. If at any time a trapped or injured kit fox is discovered, the procedures in this section must be followed;</td>
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<td>• San Joaquin kit fox are attracted to den-like structures such as pipes and may enter stored pipe, becoming trapped or injured. All construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for badgers before the pipe is subsequently buried, capped, or otherwise used or moved in anyway. If a badger is discovered inside a pipe, that section of pipe should not be moved until the USFWS has been consulted. If necessary, and under the direct supervision of the biologist, the pipe may be moved once to remove it from the path of construction activity, until the badger has escaped;</td>
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<td>• All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from a construction or project site;</td>
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<td>• No firearms shall be allowed on the project site;</td>
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<td>• To prevent harassment, mortality of kit foxes or destruction of dens by dogs or cats, no pets shall be permitted on the project site;</td>
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<td>• A representative shall be appointed by the project proponent who will be the contact source for any employee or contractor who might inadvertently kill or injure a kit fox, or who finds a dead, injured or entrapped individual. The representative’s name and telephone number shall be provided to the USFWS and CDFG;</td>
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<td>• In the case of trapped animals, escape ramps or structures shall be installed immediately to allow the animal(s) to escape, or the USFWS and CDFG should be contacted for advice;</td>
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<td>• Any contractor, employee(s), or military or agency personnel who inadvertently kills or injures a San Joaquin kit fox shall immediately report the incident to their representative. This</td>
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|               | representative shall contact the CDFG immediately in the case of a dead, injured or entrapped badger. The CDFG contact for immediate assistance is State Dispatch at (916) 445 0045. They will contact the local warden or biologist; and  
  • The Sacramento Fish and Wildlife Office and CDFG will be notified in writing within three working days of the accidental death or injury to a San Joaquin kit fox during project related activities. Notification must include the date, time, and location of the incident or of the finding of a dead or injured animal and any other pertinent information. The USFWS contact is the Chief of the Division of Endangered Species, 2800 Cottage Way, Suite W2605, Sacramento, CA 95825-1846, and (916) 414-6620. The CDFG contact is Mr. Ron Schlorff at 1416 9th Street, Sacramento, CA 95814, (916) 654-4262. | City of Porterville | CDFG | Less than Significant |
| 3.4.7 | The following measures shall be implemented to protect GVMRF:  
  • Impacts to GVMRF and to other trees and shrubs will be avoided by installing Environmentally Sensitive Area (ESA) fencing around all riparian vegetation that can be avoided; | | | |
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<td>• A biological monitor will oversee installation of the ESA fencing and will ensure maintenance of the ESA fencing during construction on a weekly basis;</td>
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<td>• Pre-construction training of all on-site workers. All on-site contractors and construction workers, including supervisors and inspectors shall attend a worker training and awareness program. At a minimum, the training program shall include discussions regarding the importance and status of the GVMRF and the ESA fencing. The construction workers shall be made aware of their roles and responsibilities in implementing the project protection measures and other requirements.</td>
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Construction activities shall be monitored on a weekly basis by a qualified biological monitor to ensure that all construction fencing and exclusionary fencing is appropriately maintained and that all other measures are fully and faithfully implemented. The biological monitor and the construction team shall work cooperatively to ensure that all measures are effective. The biological monitor shall be on-call to assist with any issues which may arise (such as the “take” of a sensitive species). The biological monitor shall discuss any infractions of the measures with the construction contractor, remedial actions shall be
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<td>implemented when needed, and solutions shall be devised to prohibit subsequent infractions.</td>
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<td>A monthly progress report shall be prepared by the biological monitor, which shall be submitted to the CDFG. That report shall include dates of construction, types of construction activities occurring, descriptions of the measures that were implemented, infractions that occurred, and descriptions of any remedial actions that were taken. A final report shall be submitted once all construction has been completed and site restoration has been completed;</td>
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<td>• Permanent and temporary impacts to GVMRF will be mitigated by implementing a GVMRF Revegetation and Restoration Plan which will be developed in consultation with the CDFG; and</td>
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<td>• Compensatory Mitigation for impacts to GVMRF may also be required and will be determined during consultation with the CDFG.</td>
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<td>3.4.8</td>
<td>The applicant will be required to obtain the following permits: Section 404 permit from the ACOE, Section 401 permit from the Regional Water Quality Control Board (RWQCB), and a Section 1602 Streambed Alteration Agreement from CDFG. Impact acreage</td>
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<td>amounts will be determined when contract drawings are complete and can provide an accurate estimate as to the extent of proposed impacts to WOUS in result of project construction. If impacts to WOUS exceed 0.5 acres then an application for a Section 404 Individual Permit would be required prior to project approval.</td>
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| 3.4.9         | Standard measures for the protection of burrowing owls provided in the Burrowing Owl Consortium’s April 1995 Burrowing Owl Survey Protocol and Mitigation Guidelines and the CDFG’s October 17, 1995 Staff Report on Burrowing Owl Mitigation shall be implemented. Active burrows will be avoided by 250 feet, compensation will be provided for the displacement of burrowing owls, and habitat acquisition and the creation of artificial dens for any burrowing owls removed from construction areas will be provided.  
1. A qualified biologist shall conduct pre-construction surveys for burrowing owls. Pre-construction surveys of construction areas and a 500 foot buffer shall be conducted no more than 30 days prior to ground disturbing activities. If more than 30 days lapse between the time of the preconstruction survey and the start of ground-disturbing activities, another preconstruction survey shall be conducted. | City of Porterville  | CDFG              | Less than Significant               |
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<td>survey must be completed.</td>
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<td>If burrowing owls are present on the construction site (or within 500 feet of the construction site) during the breeding season (April 15 through July 15), and appear to be engaged in nesting behavior, a fenced 500 foot buffer shall be installed between the nest site or active burrow and any earth-moving activity or other disturbance. This 500 foot buffer could be removed once it is determined by a qualified biologist that the young have fledged. Typically, the young fledge by August 31st. This date may be earlier than August 31st, or later, and would have to be determined by a qualified biologist.</td>
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<td>If burrowing owls are present in the non-breeding season and must be passively relocated from the project site, passive relocation shall not commence until October 1st and must be completed by February 1st. Passive relocation may only be conducted by a qualified biologist or ornithologist and with approval by CDFG. After passive relocation, the area where owls occurred and its immediate vicinity (500 feet) will be monitored by a qualified biologist daily for one week and once per week for an additional two weeks to document that owls are not reoccupying the site.</td>
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<td>4.</td>
<td>Compensation for the loss of burrowing owl habitat shall be based upon the number of owls or pairs of owls located on the construction area during pre-construction surveys following the CDFG’s October 17, 1995 Staff Report on Burrowing Owl Mitigation. The areas identified as land retirement areas and enhancement areas shall be used as compensation for the loss of habitat and for relocation of burrowing owls.</td>
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<td>3.5</td>
<td>Although there is no recorded evidence of historic or archaeological sites on the project site, there is the potential during project-related excavation and construction for the discovery of cultural resources. The City of Porterville shall incorporate into the construction contract(s) for the project a provision that includes the following measures:</td>
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| 3.5.1         | • Before initiation of construction or ground-disturbing activities associated with the project, the project proponent for all project phases shall require all construction personnel to be alerted to the possibility of buried cultural resources, including historic, archeological and paleontological resources;  
• The general contractor and its supervisory staff shall be responsible for monitoring the construction project for disturbance of cultural | City of Porterville | City of Porterville | Less than Significant                  |
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<td>resources; and</td>
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<td>• If a potentially significant historical, archaeological, or paleontological resource, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains or trash deposits are encountered during subsurface construction activities (i.e., trenching, grading), all construction activities within a 100-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation (DPR) forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under California Environmental Quality Act, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. The City of Porterville shall implement said measures.</td>
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<td>3.5.2</td>
<td>The City of Porterville will incorporate into the construction contract(s) a provision that in the event a fossil or fossil formations are discovered during any subsurface construction activities for the proposed</td>
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<td>project (i.e., trenching, grading), all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at the City of Porterville, who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the City shall implement those measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code section 21083.2.</td>
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<td>3.8.1</td>
<td>Construction contractors shall ensure that any construction equipment that normally includes a spark arrester shall be equipped with an arrester in good working order. This includes, but is not limited to, vehicles, heavy equipment, and chainsaws.</td>
<td>City of Porterville</td>
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<td>3.8.2</td>
<td>Construction contractors shall ensure that during construction, staging areas, building areas, and/or areas slated for development using spark-producing equipment shall be cleared of dried vegetation or other materials that could serve as fuel for combustion. To the extent feasible, the contractor shall keep these areas clear of combustible materials to maintain a firebreak.</td>
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<td>3.9.1</td>
<td>If construction or demolition is necessary during a time when the River is flowing, a small cofferdam would be constructed to divert the water.</td>
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<td>3.12.1</td>
<td>Noise abatement shall be incorporated into the final project design in accordance with 23 CFR 772; Caltrans acoustic design goal, and the Highway Design Manual, Chapter 1100.</td>
<td>City of Porterville</td>
<td>Caltrans</td>
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<td>3.12.2</td>
<td>Construction activities shall be limited to between 6:00 A.M. and 9 P.M. Monday through Friday and between 7:00 A.M. and 5:00 PM on Saturday or Sunday to avoid noise-sensitive hours of the day. Construction activities shall be prohibited on holidays (President’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, and New Year’s Day).</td>
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<td>3.12.3</td>
<td>The construction contract shall require the construction contractor to ensure that construction equipment noise is minimized by muffling and shielding intakes and exhaust on construction equipment (in accordance with the manufacturer’s specifications) and by shrouding or shielding impact</td>
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Notes: USFWS = U.S. Fish and Wildlife Service, CDFG = California Department of Fish and Game, ACOE = U.S. Army Corps of Engineers, RWQCB = California Regional Water Quality Control Board, Caltrans = California Department of Transportation
SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF TULARE AND TULARE COUNTY COUNCIL OF CITIES REGARDING COUNTY GENERAL PLAN UPDATE

SOURCE: Administration

COMMENT: The City of Porterville is a member agency of the Tulare County Council of Cities (COC), which is comprised of seven (7) of the eight (8) incorporated cities in Tulare County, excluding the City of Lindsay. As the Council is aware, representatives for the COC and the County of Tulare have been engaged in negotiations for several years over the terms of a Memorandum of Understanding (MOU) in regards to the County's General Plan Update and related various matters. Over the course of the County's General Plan Update process, the COC has submitted two (2) comment letters regarding concerns with the proposed growth policies contained in the County's Draft General Plan and the adequacy of the environmental evaluation in the County's Program Environmental Impact Report (EIR) for the General Plan.

Though a member agency of the COC, in 2011 the City of Dinuba entered into a separate Memorandum of Understanding (MOU) with the County of Tulare in regards to the County's General Plan Update (attached). As a result of that MOU, the County has been interested in entering into an MOU with the COC that incorporates the basic tenets of what its agreements are with Dinuba.

The MOU establishes an understanding of development approval and revenue sharing frameworks between the cities and the County to address potential growth within the County, particularly within the Urban Area Boundaries (UAB) and Urban Development Boundaries (UDB) of each of the cities. In general, the County General Plan anticipates that the majority of future development will occur within cities and unincorporated communities as they possess a greater ability to provide the infrastructure necessary to serve the new growth. The MOU attempts to address cities' concerns, as well as growth and revenue sharing interests of the County, by developing a uniform understanding and resolution of the issues and solutions between the participating cities and the County.

The COC and County have reached a point in the negotiations where conceptual approval is needed from each of the cities authorizing the COC, through its representatives, to finalize the MOU. A copy of the City of Dinuba MOU, with attachments, is enclosed with this report for
reference. Following is a summary of the points addressed in the MOU:

**Section 1:** Section 1 of the MOU references the general principles, practices and obligations relating to land use planning contained in Attachments 1 through 3 to the MOU. Attachment 1 reflects the position mutually agreed upon by the County and city representatives, and incorporates by reference the “City Section of the County's Draft General Plan” (Attachment 3). This section also provides an opportunity for each city to identify particular corridors that are of concern to a city, relative to urbanized development to occur in the county.

**Section 2:** This section provides a good-faith statement that indicates that the cities and County will work to establish an agreed-upon UDB, which would serve as a 20-year growth boundary. The objective would be that each city and the County agree on the boundary and jointly propose adoption to the Local Agency Formation Commission (LAFCo) for adoption of a Sphere of Influence (SOI). Land within a SOI that meets all other policies may be annexed into a city.

**Section 3:** The cities and County would agree to manage urban development with the UDB and UAB for each city as provided for in Attachments 1 through 3.

**Section 4:** Section 4 provides for establishing a process for the cities and County to collaborate on development of DIF's for the County that could include the collection of County fees on development occurring within the incorporated cities, as well as collection of city fees on development occurring within the adopted UDB’s of the cities. Attachment 4 outlines a process for adopting and implementing reciprocal DIF’s.

**Section 5:** In order to compensate for the fact that significant future development within the County is anticipated to occur within the cities, the County and cities have discussed the sharing of sales tax and Transient Occupancy Tax (TOT) within future growth areas outside of the boundaries of a newly-adopted UDB when that land is annexed into a city and subsequently developed. In keeping with the Dinuba MOU model, the County has expressed a strong interest in identifying in the MOU what that share of each tax would be. As proposed, the County would receive an additional 3% of General Sales Tax (excluding any local sales tax measure). In the event a hotel or motel would be developed in the future annexation area as described above, the County would receive 8% of the TOT collected by the city. Neither of these sharing provisions would apply to anything in the remainder of the city, nor any areas annexed that were within the adjusted UDB.

**Section 6:** This section addresses the mutual commitment that the agency proposing the adoption of DIFs would prepare the necessary
documentation to support the adoption of DIFs and hold the other harmless in the adoption of DIFs within the other jurisdiction.

Section 7: As stated earlier, the COC has submitted letters in opposition to the County's Draft General Plan. Since the impetus for this MOU is the collaborative resolution of growth issues/concerns contained in the Draft General Plan, the cities entering into the MOU would agree not to legally challenge the County's General Plan or Program EIR. A city or cities could still comment on the plan but would agree not to legally challenge the plan. Revised policies have been incorporated into the Draft General Plan that attempt to address the growth concerns of the cities. These policies are incorporated in Attachment 3.

Remaining Sections: The remaining sections of the MOU are administrative, and staff can answer questions that may arise from the Council.

RECOMMENDATION: That the City Council consider the Memorandum of Understanding between the County of Tulare and the City of Dinuba, as well as proposed amendments to the agreement, and provide direction accordingly.

ATTACHMENTS: 1. Draft MOU between County and Council of Cities
2. Summary of Positions
4. City Section of the General Plan 2030
5. Mutual Development Impact Fee Adoption Process
6. MOU between County of Tulare and City of Dinuba
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is entered into as of _______ by and between the Council of Cities ("Cities"), represented by the cities of Exeter, Farmersville, Porterville, Tulare, Visalia and Woodlake, and the County of Tulare (County), hereinafter collectively referred to as the “Parties”, with reference to the following recitals. Each member of Cities may from time to time be referred to generally herein as City. (City of Dinuba, a member of Cities, is not represented in this MOU by Cities and instead has entered into a separate MOU with County.)

Recitals

A) The Parties agree that development within cities impacts County facilities and services and that development within a County adopted City Urban Development Boundary may impact city facilities and services.

B) The Parties agree that the territory within a City’s Sphere of Influence (SOI), as fixed by the Tulare County Local Agency Formation Commission (LAFCo) under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, is unincorporated, County territory and the County has jurisdiction to approve land use entitlements within that area until the area is annexed to the City subject to consultation with each individual City.

C) The Parties also agree that Cities and each City are an interested party as to any urban development that may be approved by the County within the City’s SOI because such development may impact or limit the City’s ability to implement its desired land use planning practices by the time such area is annexed to the City.

D) The Parties agree that urban uses generally need a higher level or standard of government service than agricultural uses and it may best serve the interests of the City and County if proposed urban development is generally directed to areas that can be or are served by urban level infrastructure.

E) The Parties recognize and agree that the intents expressed below may require further legislative or quasi-judicial actions by one or both Parties and that this MOU does not abrogate either Parties’ authority to legislate in the future but reserves to each Party the discretion to appropriately carry out its duties and obligations to the public.

F) The Parties desire to work together to develop mutually beneficial and coordinated fiscal and land use planning practices.

Accordingly, with the execution of this MOU, the Parties agree to the following principles, practices and obligations:

1. The Terms and Conditions as summarized in Attachment 1 through 3
The Parties agree to the general principles, practices and obligations pertaining to land use planning set forth in Attachments 1 through 3, and to those terms and conditions set forth in paragraph 7 of this MOU. Attachment 1 was prepared by County Counsel and was modified to reflect the positions mutually agreed upon by the County and Cities and each City and refers to and incorporates by reference the policies in the “City Section” of the County’s proposed General Plan 2030 Update, set out in Attachment 3, as well as other policies in other sections of the County’s proposed General Plan 2030 Update and identified by citations to that document. The Cities have ____ points of clarification as follows:

(a) [Listing of corridors here that parties have agreed are not subject to the corridor plan – intended to track Dinuba Agreement – to be discussed]
(b) ...
(c) ....

2. Consideration

The principles, practices and obligations agreed in this MOU are in exchange and in consideration for this MOU and the Parties’ promise to negotiate in good faith for more specific agreements between the Parties as to the matters specified in paragraphs 3 and any remaining details with regard to paragraph 4. The parties agree that final binding agreements have not been reached on all the details related to those paragraphs although the parties have reached agreement in concept as to the matters expressed.

3. Cooperation between the County and the City

Each City has a duly adopted General Plan. The County will cooperate with each City to establish a new 20-year UDB adopted by both the County and each City, which the Parties will use their best efforts to make coterminous with the SOI set by LAFCO. The County will work with the Cities to manage urban development within the County Adopted City Urban Development Boundary (City UDB) and the County Adopted City Urban Area Boundary (City UAB) for each City as provided in Attachment 1 through work programs as described in the County General Plan 2030 policies set in Attachment 3. The Parties acknowledge that additional legislative actions may be necessary to implement these provisions.

4. City and County Development Impact Fees

a) The County will work with each City and each City will work with the County to consider the adoption, imposition and/or collection for payment to the County and/or the City pursuant to agreement Development Impact Fees within the City and/or the City UDB, as may be proposed and adopted by the City or County from time to time to offset the impacts of development on County and/or City facilities. To the extent allowed by law, the impact fees proposed by the Party for collection in the other Party’s jurisdiction will be equal to or be consistent with the impact fees the Party collects in its own jurisdiction.
b) Each Party will propose, provide evidence to support (including the nexus study), pay the other Party’s costs of consideration and adoption (including but not limited to staff time, notice and hearing costs), negotiate and enter into a fee participation agreement with the other Party. The proposing Party will hold harmless, defend and indemnify the other Party in any challenge to that Party’s adoption or collection of Development Impact Fees on behalf of the proposing Party.

c) The proposing Party agrees to take all steps necessary to comply with, and assist the collecting Party in complying with, the Mitigation Fee Act. As required by the Mitigation Fee Act, Chapter 5, Government Code sections 66000 et seq., the nexus study provided by the proposing Party will identify the purpose of the fee and identify the use to which the fee is to be put, including the public facilities to be financed.

d) To further clarify the process to which the Parties have committed pursuant to this Paragraph 4, the Parties have prepared Attachment 4, “Mutual Development Impact Fee Adoption Process”. The terms and conditions of Attachment 4 are hereby incorporated in and made a part of this MOU.

5. Transient Occupancy and Sales Tax

The City agrees to pay the County eight (8) percentage of any transient occupancy tax; and an increased three (3) percentage of General Sale Taxes (which excludes any locally adopted sales tax overrides all of which goes to the adopting respective City), for a total of eight (8) percentage including the five (5) percentage Bradley-Burns provision, generated in any areas outside of the County’s adopted City UDB, as determined in #3 above, once that area is annexed in accordance with the requirements of the State Franchise Tax Board through the use of a pass-through agreement executed between the City of Dinuba and Tulare County. For example, on a $100 per night hotel/motel stay, the City would charge a 10% TOT, or $10; the County’s 8% share of the $10 would be $8.00. Similarly, on a $100 purchase of taxable goods, the City current General Sales Tax share of the sale is 1%, or $1.00, of which the County currently receives 5%, or $0.05; under this agreement the County’s share would be increased to 8%, or $0.08, which is an increase of 3%, or $0.03.

6. Legislative and Quasi-Judicial Actions

The respective City will propose, provide evidence to support, pay the County costs of consideration and adoption (including but not limited to staff time, notice and hearing costs) and hold harmless, defend and indemnify the County in any challenge to the adoption or implementation of any changed County regulations proposed by the respective City under this MOU. The County will propose, provide evidence to support, pay the respective City costs of consideration and adoption (including but not limited to staff time, notice and hearing costs) and hold harmless, defend and indemnify the
respective City in any challenge to the adoption or implementation of any changed City regulations proposed by the County under this MOU.

7. The County General Plan 2030 (County General Plan Update)

The Cities may comment on Tulare County General Plan 2030 (General Plan Update) policies during the adoption process but agrees to not challenge, directly or indirectly, the County’s adoption of its General Plan 2030 (General Plan Update). The Cities will withdraw the letter commenting upon the Tulare County General Plan 2030 (General Plan Update) dated _________ upon execution of this MOU. The Cities waives any rights to, and agrees to not, further comment on or challenge, directly or indirectly, the County’s compliance with the California Environmental Quality Act (CEQA) for the Tulare County General Plan 2030 (General Plan Update) project as currently proposed. This would include, for the duration of the County’s adoption process (including any subsequent challenge in court), supporting, funding, gifting or granting public funds including, but not limited to any public or private organization, association, entity or individual challenging the County’s proposed General Plan Update or the applicable CEQA review. Upon executing this MOU, the Cities will assist the County in analyzing and responding to any comments submitted on the proposed General Plan Update or applicable CEQA review by either the Cities or an individual City.

8. Definitions and General Terms and Provisions:

The terms and phrases used herein shall be defined as set out in Attachment 2 unless the context otherwise demands. The general contract terms, conditions and provisions set out in Attachment 1 shall apply to this MOU.

9. Attachments and Recitals:

The recitals and the attachments to this MOU are fully incorporated into and are integral parts of this MOU, and the definitions contained in the attachments carry the same meaning in this MOU as they do in the attachments.

10. Term:

This MOU will remain in effect until such time as the Parties enter into a permanent agreement or agreements replacing this MOU, and/or implementation under this MOU is accomplished.

11. Execution:

This MOU shall be executed in duplicate originals, with each Party to retain a fully executed original. Facsimile or electronically scanned signatures shall be considered as binding as original signatures.

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

COUNTY OF TULARE

Date: __________  
BY ____________________________
Chairman, Board of Supervisors

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

By ________________
Deputy Clerk

CITIES (Each to execute)

Date: __________  
BY ____________________________
Mayor, City Council

ATTEST: City Clerk

By ________________
City Clerk

Attachment 1 - Summary of Positions Mutually Agreed on by the County and the City
Attachment 2 - Definitions and General Provisions
Attachment 3 - City Section of the General Plan 2030
Attachment 4 - Mutual Development Impact Fee Adoption Process
ATTACHMENT #1

SUMMARY OF POSITIONS MUTUALLY AGREED ON BY THE COUNTY OF TULARE AND THE COUNCIL OF CITIES AS IDENTIFIED IN JANUARY 28, 2010 COUNCIL OF CITIES UDB-UAB PROPOSAL LETTER

Urban Area Boundary (UAB) Provisions
1. Development may occur on currently zoned non-agricultural land subject to PF 4.19 and 4.21 with exceptions listed in PF 4.18 of the proposed Tulare County General Plan (TCGP) and per PF 4.12 adopted city plan lines and setbacks will be honored.
2. Any future development project is subject to the Rural Valley Lands Plan (RVLP) and subject to PF 4.19 and 4.21 with exceptions listed in PF 4.18 of the proposed TCGP.
3. Agricultural processing facilities can be expanded or re-occupied subject to a special use permit, an irrevocable consent to annex and consultation with the affected city; the RVLP will be used to determine if non-agricultural uses can be allowed.
4. The development of small, stand-alone projects, defined as residential projects of four or fewer lots or non-residential projects smaller than two acres, are allowed. Residential projects of five or more lots averaging less than one (1) acre per lot or non-residential projects two acres and larger shall be subject to urban development standards, financing mechanisms, irrevocable consents to annex and reciprocal development impact fees (as applicable).
5. Regionally Significant Projects – Deleted from General Plan Discussion
6. Corridor Plans – Tulare County may engage in corridor/node development within city UABs subject to consultation with each affected city.
7. The County will work with the Cities to tighten up exceptions to the AE Zone (PF 4.19 of the proposed TCGP).

Urban Development Boundary (UDB) Provisions
1. The County will work with the Cities to adopt city land use designations in the UDB (PF 4.18 and 4.19 of the proposed TCGP).
2. The County will work with the cities to tighten up exceptions to the AE Zone (PF 4.18 of the proposed TCGP).
3. Corridor Plans – Tulare County will not engage in corridor/node development within city UDBs.
4. Regionally Significant Projects – Deleted from General Plan Discussion
5. Future development may occur on currently zoned non-agricultural lands subject to PF 4.20 of the proposed TCGP with exceptions listed in PF 4.18.
6. Existing unincorporated community UDBs that encroach into a city UDB are exempt per Policy PF4.18.
7. Proposals to re-occupy or expand existing agricultural facilities are allowed subject to a special use permit, a high level of city-county collaboration and application of city standards provided the expansion shall not exceed 20% of the building and land area unless otherwise mutually agreed upon between the city and the county.
8. Development may occur on lands designated in the future by city General Plans and subsequently adopted by the County subject to PF 4.20 of the proposed TCGP.

Rev. May 23, 2011
ATTACHMENT 2: Definitions and General Provisions

1. DEFINITIONS:

a) City UDB: The County adopted City Urban Development Boundary. The area in the City UDB is the unincorporated County territory between the City’s incorporated boundary and the County adopted City UDB line.

b) City UAB: The County adopted City Urban Area Boundary. The area in the City UAB is the unincorporated County territory between the County adopted City UDB line and the County adopted City UAB line.

c) City SOI: The area within the City Sphere of Influence line adopted from time to time by the Tulare County Local Agency Formation Commission under it authority from the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code section 56000 et seq., or any successor acts.

d) Consultation: Notice and the opportunity to comment on proposed land use entitlements either within the UAB or the UDB / SOI

e) Development Impact Fees: Fees adopted by the County or City pursuant to the Mitigation Fee Act, Government Code section 66000 et seq., or any successor acts.

f) Tulare County General Plan: The current Tulare County General Plan or proposed amendments thereto or any successor Tulare County General Plan such as the proposed Tulare County General Plan 2030 (commonly known as the Tulare County General Plan Update).

g) LAFCo: The Tulare County Local Agency Formation Commission established by the Tulare County Local Agency Formation Commission under it authority from the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code section 56000 et seq., its predecessor acts and any successor acts.

2. GOVERNING LAW: This MOU shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

3. FURTHER ASSURANCES: To the extent allowed by law, each party will execute any additional documents and perform any further acts that may be reasonably required to affect the purposes of this MOU.

4. CONSTRUCTION: This MOU reflects the contributions of all undersigned Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
5. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

6. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

8. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.

9. **ENTIRE MOU REPRESENTED:** This MOU represents the entire agreement between the City and the County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this MOU may be modified without the written consent of both Parties.
2.4 Cities

Figure 2.4-1 shows the locations of all eight incorporated cities within Tulare County and Figures 2.4-2 through 2.3-9 show the County Adopted City Urban Development Boundaries (CACUDBs) and County Adopted City Urban Area Boundaries (CACUABs) for each city:

- Dinuba
- Exeter
- Farmersville
- Lindsay
- Porterville
- Tulare
- Visalia
- Woodlake

In addition, two cities outside of the County share a common border with the County and there has been urban development in adjacent County unincorporated areas. These two cities are Delano and Kingsburg. The County has established UDBs for these cities/areas as shown in Figures 2.4-10 and 2.4-11.

The following goal and policies are designed to foster a cooperative planning environment between the County and each city with respect to development within the fringe areas of the cities. The following policies PF-4.8, PF-4.10, PF-4.12, PF-4.13, PF-4.14, and all policies in PF-4A will become applicable upon mutually adopted agreement between the County and each city.

PF-4

To direct urban development within UDBs of existing incorporated cities and ensure that all development in unincorporated areas adjacent to incorporated cities is well planned, and adequately served by necessary infrastructure and other public facilities and furthers countywide economic development goals [New Goal].

PF-4.1 CACUABs for Cities

The County shall establish CACUABs which define the area where land uses are presumed to have an impact upon the adjacent incorporated city, and within which the cities' concerns may be given consideration as part of the land use review process. The lands within the UAB are considered to be the next logical area in which urban development may occur and the area within which UDBs may ultimately be expanded.

Although it is the policy of the County that this area will at some time become appropriate for urban development, generally no public purpose is served by permitting intensive development therein. As communities grow and expand, it is logical to assume the UDBs may be correspondingly expanded or established until they coincide with the ultimate UAB. The land lying between the Urban Development Boundary and the Urban Area Boundary will generally have an agricultural land use designation or rural residential land use designation in conformity with Land Use Policy LU 3.8: Rural Residential Interface [Urban Boundaries Element Policy 1UB.8.1. Modified].

PF-4.2 CACUDBs for Cities — Twenty Year Planning Area

The County shall establish CACUDBs which define the anticipated twenty-year planning areas around incorporated cities in which the County and cities may coordinate plans, policies, and standards relating to building construction, subdivision development, land use and zoning regulations,
street and highway construction, public utility systems, environmental studies, water supply availability and sufficiency, and other closely related matters affecting the orderly development of areas adjacent to incorporated cities. It is recognized that these boundaries provide an official definition of the interface between future urban and agricultural land uses.

Within this boundary, the County may also establish planning areas representative of shorter time periods in order to assist in more precise implementation of plans and policies [Urban Boundaries Element; 1. Urban Development Policies; Goal 1; Policy 1.1] [Urban Boundaries Element Amendment (88-01); 1986, Modified].

PF-4.3 Modification of CACUABs and CACUDPbS
The County may consider modification of CACUABs and CACUDPs at such time as the land use plan for a city is revised to reflect changing needs and circumstances over an extended time frame. Preservation of productive agricultural lands and operations shall be one consideration when considering such modifications. Cities may examine existing CACUAB and CACUDP lines and recommend changes to the Board of Supervisors, as appropriate [Policy 1UB.F.2, Modified].

PF-4.4 Planning in CACUDPbS
The County acknowledges that the cities have an interest in planning for growth within a CACUDP and will in the future become ultimately responsible for urban development and the provision of urban services within those areas upon annexation [New Policy].

PF-4.5 Spheres of Influence
CACUDPbS and the SOI as administered by LAFCo may be consistent insofar as it is feasible and appropriate to do so [New Policy].

PF-4.6 Orderly Expansion of City Boundaries
When the County is considering outward expansion of CACUDPs, the following criteria shall be encouraged:

1. The city has demonstrated a need for additional territory after documenting a good faith effort to implement programs for infill development and/or increased efficiency of development and minimize conversion of agricultural lands.

2. UDEs should not be expanded onto Prime Farmland if Farmland of Statewide Importance or of lesser quality is available and suitable for expansion.

3. Emphasis shall be placed upon reasonable expectations for the provision of urban services within the next twenty years as reflected in LAFCo’s Municipal Service Reviews when determining the location of UDEs [New Policy].

PF-4.7 Avoiding Isolating Unincorporated Areas
The County may oppose any annexation proposal that creates an island, peninsula, corridor, or irregular boundary. The County will also encourage the
inclusion of unincorporated islands or peninsulas adjacent to proposed annexations [New Policy, consistent with LAFCo policy].

PF-4.8 General Plan Designations Within City UDBs
On land that is within a CACUDE, but outside a city's incorporated limits, the County may maintain General Plan land use designations that are compatible with the city's adopted General Plan [New Policy].

PF-4.9 Updating Land Use Diagram in CACUDEs
Following city adoption of a General Plan update or amendment that reflects the area within a CACUDE, the County shall update Part III (Community Plans, Kings River Plan, Mountain Sub-Area Plans, and CAC General Plans), if applicable, to reflect the city's modified plan. Any unresolved conflicts between the County and city plans shall be identified for the Board of Supervisors. The County shall establish and maintain land use controls on unincorporated lands within the UDB consistent with the policies of the County General Plan [New Policy].

PF-4.10 City Design Standards
Where the Board of Supervisors finds that it is consistent with General Plan objectives to approve development within the UDBs of incorporated cities, the County may require the project to substantiate sufficient water supply and meet the County adopted city development standards of the city in question [Urban Boundaries Element; VII. Policies Regarding Subdivision and Development Standard Policies; Goal 5; Policy 6.2] [Urban Boundaries Element Amendment (98-01); 1988, Modified].

PF-4.11 Transition to Agricultural Use
The County shall encourage cities to adopt land use policies that minimize potential conflicts with agricultural operations and other agricultural activities at the urban edge through the provision of appropriate buffers or other measures [New Policy].

PF-4.12 Compatible Project Design
The County may ensure proposed development within CACUDEs is compatible with future sewer and water systems, and circulation networks as shown in city plans [New Policy].

PF-4.13 Coordination with Cities on Development Proposals
The County shall ensure that urban development only take place in CACUDEs if one of the following has occurred:

1. The adjacent city does not consent to annex the property for development purposes (as evidenced through pre-zoning, development agreements, etc.); it shall be conclusively presumed that a city has not consented if it has not submitted an annexation proposal to LAFCo within six months from the date a request to annex is submitted to the city; or

2. Annexation is not possible under the provisions of State law, but it is determined by the County that development of the site does not constitute incompatible development [Urban Boundaries Element; Chapter IV; D. Management; Implementation Program D-2] [Urban Boundaries Element; Chapter IV; Pg 20; 1988, Modified].
PF-4.14 Revenue Sharing
As an incentive for directing urban growth into cities when applications are proposed within the CACUDBs, the County shall promote revenue sharing as an element of negotiation whenever:

1. A city updates its General Plan and requests the County to update its CAC General Plan.
2. When establishment or amendment to Spheres of Influence are proposed.
3. Annexations are proposed by cities, or joint development or redevelopment projects are proposed by any city and the County.

As an additional incentive for directing urban growth into cities, any city proposing changes to a CAC General Plan or other County land use regulations shall pay to the County its cost in considering and implementing such proposal [New Policy].

PF-4.15 Urban Improvement Areas for Cities
All Urban Improvement Areas established in the 1974 Urban Boundaries Element for cities and adjacent cities in adjacent counties, are hereby converted to Urban Development Boundaries [New Policy].

PF-4.16 Coordination with Cities in Adjacent Counties
The policies set forth in this Section (PF-4: Cities) shall also apply to planning and development within the UDBs of adjacent cities in adjacent counties (Corcoran, Delano, Kingsburg, Orange Cove, and Reedley), except Policy PF-4.4: Planning in UDBs [New Policy].

PF-4A To provide the means to further manage urban development within CACUDBs and CACUABs of existing incorporated cities while ensuring that the limitation on development is in the best interests of the County and its residents in both the incorporated and unincorporated areas and enhances the County's ability to provide adequate County facilities and countywide social, health, safety and welfare services impacted by development in the cities and County [New Goal].

PF-4.17 Cooperation with Individual Cities
The County may use the policies set forth under this goal (PF-4A: Cities: Continued) to work with individual cities to further manage development within that CACUDB or CACUAB to the extent that the financial needs of the County are met and the County's ability to provide facilities and County services used by all of the residents in the County and cities is enhanced. The County and Cities will establish a working committee to facilitate the policies identified in this section [New Policy].

PF-4.18 Future Land Use Entitlements in a CACUDB
The County may work with an individual city to limit any General Plan amendments to change the land use designations of any parcel or any amendments to the County zoning ordinance to add uses to a current zoning classification or change the zoning district designation of any parcel within a CACUDB except as follows:

Staff Working Draft 5-18-11
a. This policy will not apply to amendments or changes to a County unincorporated UDB, Hamlet Development Boundary (HDB), or Corridor Plan area boundary line, including where the boundary line may increase an outward expansion of the overlap area with a CACUBD area that is not coterminous to the city's Urban Development Boundary/Sphere of Influence (UDB or SOI), or to any General Plan amendment adopting a new County unincorporated UDB, an HDB, or Planned Community. County Corridor development nodes will not be located inside a city’s Urban Development Boundary/Sphere of Influence (UDB or SOI), or Corridor Plan area that may fall within a CACUBD area.

b. This policy will not apply where the General Plan land use designation or the zoning district classification of a particular parcel is inconsistent with an existing special use permit, variance, or legal non-conforming use.

c. This policy will not apply where there is no viable use for the parcel under the existing General Plan land use designation or zoning district classification due to, but not limited to, the following: size, shape, topography, soil content or classification, water availability, location, existing structures and site improvement, or surrounding uses as determined by the RVLP checklist. The County shall encourage beneficial reuse of existing or vacant agricultural support facilities for new businesses (including non-agricultural uses), and for which the city cannot or will not annex as per PF-4.24.

d. This policy will not apply where the effect of the amendments to the General Plan land use designation or of the rezoning is to designate or zone the parcel to an agricultural designation or zone except where the effect of the amendment creates a less intensive agricultural designation or zone.

e. This policy will not apply where amendments to the General Plan land use designations or the zoning classifications apply only to that portion of a CACUBD that is overlapped [where exterior UDB’s are coterminous] by a County unincorporated UDB, Hamlet Development Boundary (HDB), or Corridor Plan area.

f. This policy will not apply where amendment to the General Plan land use designation or the zoning classification is required to bring the County regulations into compliance with more restrictive State or Federal statutes or regulations.

g. This amendment policy will not apply where amendments to the Zoning Ordinance are part of a comprehensive modernization or restructuring of the processes or procedures set out in the Zoning Ordinance or part of a comprehensive update to the text of the zoning classifications to bring the Zoning Ordinance procedures and text into consistency with the General Plan update. [This comprehensive modernization, restructuring or update would not include any rezonings outside that allowed in this policy. However, revision of processes and procedures and simplification of existing ordinances may occur.]
h. This policy would not apply to a comprehensive update of a CAC General Plan, including rezoning there under, in cooperation with the affected city.

i. This policy would not apply where the County has worked with the city to identify and structure a mutually acceptable alternative General Plan land use designation or zoning classification [New Policy].

PF-4.19 Future Land Use Entitlements in a CACUAB
As an exception to the County policies that the Rural Valley Lands Plan (RVLP) does not apply within CACUBDs and is only advisory within CACUABs, the County may work with an individual city to provide that no General Plan amendments or rezonings will be considered to change the current land use designation or zoning classification of any parcel within a CACUAB unless appropriate under the requirements of the Rural Valley Lands Plan (RVLP) or similar checklist or unless the County has worked with the city to identify and structure an acceptable alternative General Plan land use designation or zoning classification. This policy will not apply to amendments or changes to an County unincorporated UDB, Hamlet Development Boundary (HDB), or Corridor Plan area boundary line, including where the boundary line may increase an overlap area with a CACUDB area, or to any General Plan amendment adopting a new UDB, an HDB, or Corridor Plan area that may fall within a CACUDB area. This policy shall not apply within a County unincorporated UDB, an HDB, or Corridor Plan area where that area overlaps a CACUAB area. Development of County corridor development nodes in an affected city's UAB would only occur after the County has provided written consultation and has allowed for a reasonable time for response from the affected city prior to decision making and before the adoption of the Corridor Plan. New development in a city’s UAB would be subject to adopted plan lines and setback standards. Adopted facility plans and legally adopted General Plans will be considered during the development review process. Small “stand alone,” non urban projects which are defined as residential projects of four or fewer lots or non-residential projects smaller than two acres do not need city standards but shall respect city utility and street master plans for setbacks. Large, urban-style projects include residential projects of five or more lots averaging less than one acre per lot and non-residential projects two acres or larger will use uniform urban development standards, financing mechanisms, consent to annexation, application of reciprocal development impact fees and city streets/utility setbacks/dislosure requirements. [New Policy].

PF-4.20 Application of the RVLP Checklist to Control Development in a CACUDB
As an exception to the County policies that the Rural Valley Lands Plan does not apply within CACUBDs, the County may work with an individual city to provide that the requirements of the RVLP or similar checklist will apply to applications for special use permits (including special use permits for the expansion of a non-conforming use), variances considered under Government Code § 65906, or to the extent allowed by law, divisions of land within a CACUDB except in those areas that overlap with a County unincorporated UDB, an HDB, or Corridor Plan area. Such a special use permit, variance, or division of land will be reviewed in light of impacts on
such regional concerns as water and sewage disposal availability and
preservation of transportation and utility corridors as well as compliance with
any County adopted urban or city development standards and with the city's
General Plan policies as reflected in the CAC General Plan [New Policy].

PF-4.21 Application of the RVLP Checklist to Control Development in a CACUAB
As an exception to the County policies that the Rural Valley Lands Plan is
only advisory within CACUABs, the County may work with an Individual city to
provide that the requirements of the RVLP will apply to applications for
special use permits (including special use permits for the expansion of a non-
conforming use), variances considered under Government Code § 65906, or
to the extent allowed by law, divisions of land within a CACUAB except in
those areas that overlap with a County unincorporated UDB, an HDB, or
Corridor Plan area. Such a special use permit, variance, or division of land
will be reviewed in light of impacts on such regional concerns as water and
sewage disposal availability and preservation of transportation and utility
corridors [New Policy].

PF-4.22 Reuse of Abandoned Improvements in a CACUDB
In accordance with other policies in this General Plan, the County may work
with a city to provide that any alternative land uses within a CACUDB not
otherwise allowed under a particular zoning classification but which are
allowed by County policies due to the existence of abandoned structures or
improvements with no other available, viable economic uses on the parcel will
be reviewed in light of impacts on such regional concerns as water and
sewage disposal availability and preservation of transportation and utility
corridors. For agricultural related uses, reoccupation and/or expansion
is limited not to exceed 20% of the site and/or building square footage
subject to special use permit with city consultation. Conversion to non-
agricultural uses requiring a zone change is limited not to exceed 20%
of the site and/or building square footage or as mutually agreed upon
by the city and County. Any expansions are subject to special use
permit [New Policy].

PF-4.23 Reuse of Abandoned Improvements in a CACUAB
In accordance with other policies in this General Plan, the County may work
with a city to provide that any alternative uses within a CACUAB not
otherwise allowed under a particular zoning classification but which are
allowed by County policies due to the existence of abandoned structures or
improvements with no other available, viable economic uses on the parcel will
be reviewed in light of impacts on such regional concerns as water and
sewage disposal availability and preservation of transportation and utility
corridors. Expansion or re-occupation will require irrevocable consents
to annex, and accommodation for setbacks and other standards for
future streets and utilities. The RVLP will be used to determine if non-
agricultural use is appropriate [New Policy].

PF-4.24 Annexations to a City within the CACUDB

Staff Working Draft 5-18-11
In addition to the County's current policies on development within a CACUBD, the County may work with a city to provide that urban development projects within a city's Sphere of Influence (SOI) as set by the Tulare County Local Agency Formation Commission will be referred to the affected city for consideration of annexation in accordance with, but not limited to, the following concepts:

1. Urban development projects, to which the referral policy applies, would be those projects for which a special use discretionary permit is required. Any urban development project not subject to special use permit requirements would still comply with County adopted city development standards, CAC General Plans and zoning and any County adopted city long-range infrastructure plan.

2. The referral would, at least, be subject to the requirement that the city inform the County within three (3) months that it is or is not able and willing to commence annexation proceedings to accommodate the project; or the city is willing and able to commence annexation proceedings, the County would not take action to approve the project unless the applicant has submitted a completed application for annexation and city fails to take action on such application within six months;

3. If the affected city is not willing or able to commence annexation proceedings, approval by the County of the project would be conditioned on conformance with County adopted city development standards, County Adopted City General Plans and zoning and any County adopted city long-range infrastructure plan adopted.

4. The County may, as part of this policy, require a consent to future annexation be recorded concurrent with approval of the project special use permit for development within the County [New Policy].

PF-4.25 Sphere of Influence Criteria
In addition to the County current policies on annexations and city growth lines, the County may work with one or more cities to propose criteria to the Tulare County Local Agency Formation Commission (LAFCo) for use in the adoption of city Sphere of Influence (SOI) lines consistent with the concept that the SOI is a twenty year city growth boundary including the city's "communities of interest" as defined by LAFCo, and that an affected city should seek approval of amendment by LAFCo of its current SOI lines to reflect such criteria. Communities of interest not included within the SOI may be considered and included in a fifty year growth boundary. If such a criteria is adopted, the County, as a city SOI is brought into compliance with such criteria, may consider amendment of it general plan to make the CACUBD identified in the County general plan, to the extent appropriate, consistent or contemporaneous with the LAFCo adopted SOI [New Policy].

PF-4.26 City 50 Year Growth Boundaries
In addition to the County current policies on city boundary lines, the County may work with one or more of the cities to propose that LAFCo consider the adoption of a fifty year growth boundary for each city and to propose criteria.
to LAFCo for adoption of that boundary. If LAFCo adopts fifty year growth
boundaries consistent with such criteria, the County may consider
amendments to its general plan to make the CACUAB, to the extent
appropriate, consistent or conterminous with the city's LAFCo adopted fifty
year growth boundary [New Policy].

PF-4.27 Impacts of Development within the County on City Facilities and County
Facilities
The County may work with a city to consider the adoption, imposition and
collection for payment to the city pursuant to agreement Development Impact
Fees within the CACUDB, as may be proposed by the city from time to time
to offset the impacts of development in the County on city facilities.
Reciprocally and under the same conditions, the city will consider the
collection of Development Impact Fees within the city to offset the
impact of development within the city on County facilities. [New Policy].
Attachment 4
Mutual Development Impact Fee Adoption Process

A) Definitions

1) Proposing Agency: The jurisdiction seeking to have an impact fee imposed for its benefit in another jurisdiction as a condition of development within that other jurisdiction.

2) Collecting Party: The jurisdiction imposing a fee, as a condition of development in that jurisdiction, that benefits a Proposing Agency.

3) Reciprocal Impact Fee or “Fee”: A fee collected in one jurisdiction (Collecting Party) and paid to another jurisdiction (Proposing Agency) for the purpose of offsetting impacts to services or facilities of the Proposing Jurisdiction caused by development in the Collecting Jurisdiction.

4) Facilities List: A listing of capital facilities and improvements plans to be paid for with the proceeds of a Reciprocal Impact Fee.

5) Nexus Study: proposed methodologies, formulas and other technical elements showing the nexus between new development projects and the anticipated capital costs.

B) Overall statutory mechanism: In order to preserve the constitutional police power rights of a Collecting Agency and to constitute a valid fee under state law, a Reciprocal Impact Fee shall not be adopted by the Proposing Agency, but rather shall be adopted by the Collecting Agency, and paid to the Proposing Agency subject to a specific agreement designating the use of the fee that is consistent with the Nexus Study. In furtherance of this, each potential Collecting Agency shall adopt an ordinance authorizing the collection of fees for the purpose of payment to the Proposing Agency. Such ordinance will establish a mechanism for determining the specific level of fee to be charged, collected and paid, and administrative provisions, in a manner consistent with the provisions set forth below. Such fee amount may be adopted by the Collecting Agency by resolution, provided the authorizing ordinance so provides.

C) Development of Facilities List and Nexus Study. The Proposing Agency shall be responsible for developing the Facilities List and Nexus Study that will support the proposed Reciprocal Impact Fee. The Reciprocal Impact Fee, Facilities List and Nexus Study may pertain to more than one Collecting Agency, but in such event, such documents shall be specific as to the identified facilities and impacts from development for each respective Collecting Agency and, where necessary, shall propose differing levels of fees to correspond with differing levels of facilities and impacts associated with individual Collecting Agencies. Established standards and norms for such supporting documents will be adhered to.

D) Consideration by TCAG. Prior to being forwarded to a Collecting Agency or Agencies for adoption, the Facilities List and Nexus Study will be reviewed and approved by the Tulare County Association of Governments (“TCAG”). TCAG staff will review the proposed Fee, Facilities List and Nexus Study with the affected Collecting Agency and the affected fee payers, and may recommend changes. The TCAG board shall either approve the recommended Fee based on the proposed Facilities List and Nexus Study, or may approve changes to the Fee based on changes to the supporting documents, either as
recommended by TCAG staff, on its own initiative, or at the request of the Proposing Party.

E) Adoption by Collecting Agency. A Fee and supporting documents that have been approved by TCAG will be forwarded to the Collecting Agency (or Agencies) for approval by its governing body, together with an agreement regarding the use of fees collected pursuant to the Fee. The agreement shall specify the services and facilities that may be funded with proceeds from the fee. A Collecting Party shall not be obligated to consider the adoption of the Fee without an accompanying use agreement.

F) Effect of Adoption, Non-Adoption. If a TCAG-approved fee is adopted by a Collecting Party, the Proposing Agency shall be deemed to have waived any claim, pursuant to CEQA or otherwise, that development within the Collecting Party jurisdiction is creating or will create impacts in the areas addressed by the fee that require mitigation. If a TCAG approved fee is not adopted by a Collecting Party within 60 days of TCAG approval, the Proposing Agency shall be deemed to have not waived any such claim, and may pursue appropriate remedies, through CEQA or otherwise. A Collecting Agency may condition the collection of the Proposing Party's fee on the adoption and collection by the Proposing Party of a fee proposed by the Collecting Agency, provided such fee is supported by an appropriate Facilities Study and Nexus Study that has been approved by TCAG.

G) Powers of TCAG. The organizational agreement for TCAG shall be amended to include the above powers. The TCAG organizational agreement may also include the power to serve as a pass through for fees collected pursuant to an adopted Fee and supporting agreement.
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is entered into as of May 10, 2011 by and between the City of Dinuba (City) and the County of Tulare (County), hereinafter collectively referred to as the "Parties", with reference to the following recitals.

Recitals

A) The Parties agree that development within the City impacts County facilities and services and that development within a County adopted City Urban Development Boundary may impact City facilities and services.

B) The Parties agree that the territory within a City's Sphere of Influence (SOI), as fixed by the Tulare County Local Agency Formation Commission (LAFCo) under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, is unincorporated County territory and the County has jurisdiction to approve land use entitlements within that area until the area is annexed to the City subject to consultation with the City.

C) The Parties also agree that the City is an interested party as to any urban development that may be approved by the County within the City's SOI because such development may impact or limit the City's ability to implement its desired land use planning practices by the time such area is annexed to the City.

D) The Parties agree that urban uses generally need a higher level or standard of government service than agricultural uses and it may best serve the interests of the City and County if proposed urban development is generally directed to areas that can be or are served by urban level infrastructure.

E) The Parties recognize and agree that the intents expressed below may require further legislative or quasi-judicial actions by one or both Parties and that this MOU does not abrogate either Parties' authority to legislate in the future but reserves to each Party the discretion to appropriately carry out its duties and obligations to the public.

F) The Parties desire to work together to develop mutually beneficial and coordinated fiscal and land use planning practices.

Accordingly, with the execution of this MOU, the Parties agree to the following principles, practices and obligations:

1. The Terms and Conditions as summarized in Attachment 1

The Parties agree to the general principles, practices and obligations pertaining to land use planning set in Attachment 1. Attachment 1 was prepared by County Counsel and sets out the positions mutually agreed upon by the County and the City and refers to
and incorporates by reference the policies in the "City Section" of the County's proposed General Plan 2030 Update, set out Attachment 3 thereto, as well as other policies in other sections of the County's proposed General Plan 2030 Update and identified by citations to that document. The City has three points of clarification, as follows:

a) Provided Road 80 and Avenue 416 are not included as candidates for "corridor plans", the City of Dinuba concurs with the County's position.

b) Provided that the County agrees to require that new development in the City's UAB honor adopted City facility plans, plan lines and set back standards, as applicable, the City of Dinuba concurs with the County's position; and

c) The City agrees to re-occupation of existing agricultural reprocessing facilities and expansion subject to special use permit and City consultation.

2. Consideration

The principles, practices and obligations agreed in this MOU are in exchange and in consideration for this MOU and more specific agreements between the Parties addressing the collection of development impact fees, the sharing of transient occupancy tax collected within the City, and the sharing of additional sales taxes by the City with the County to off set the impacts of development within the City on County facilities and services. The principles, practices and obligations agreed to in this MOU are in exchange and in consideration for this MOU and a more specific MOU or agreement between the Parties addressing the collection of development impact fees to off set the impacts of development within the County on City facilities and services.

3. Cooperation between the County and the City

The City of Dinuba has a duly adopted General Plan update (September 2008). As determined by the Municipal Services Review (MSR) currently under consideration by Tulare County LAFCO, the identified 20 year-UDB shall be coterminous with the SOI set by LAFCO. The County will work with the City to manage urban development within the County Adopted City Urban Development Boundary (City UDB) and the County Adopted City Urban Area Boundary (City UAB) for the City as provided in Attachment 1 through work programs as described in the County General Plan 2030 policies set in Attachment 3. Both parties acknowledge that additional legislative actions may be necessary to implement these provisions.

4. City and County Development Impact Fees

a) The County will work with the City and the City will work with the County to consider the adoption, imposition and/or collection for payment to the County and/or the City pursuant to agreement Development Impact Fees within the City and/or the City UDB, as may be proposed and adopted by the City or County from time to time to offset the impacts of development on County and/or City facilities. To the extent allowed by law, the impact fees proposed by the Party for collection in the other Party's jurisdiction
will be equal to or be consistent with the impact fees the Party collects in its own jurisdiction.

b) Each Party will propose, provide evidence to support (including the nexus study), pay the other Party’s costs of consideration and adoption (including but not limited to staff time, notice and hearing costs), negotiate and enter into a fee participation agreement with the other Party. The proposing Party will hold harmless, defend and indemnify the other Party in any challenge to that Party’s adoption or collection of Development Impact Fees on behalf of the proposing Party.

c) The proposing Party agrees to take all steps necessary to comply with, and assist the collecting Party in complying with, the Mitigation Fee Act. As required by the Mitigation Fee Act, Chapter 5, Government Code sections 66000 et seq., the nexus study provided by the proposing Party will identify the purpose of the fee and identify the use to which the fee is to be put, including the public facilities to be financed.

5. Transient Occupancy and Sales Tax

The City agrees to pay the County eight (8) percentage of any transient occupancy tax; and an increased three (3) percentage of sales taxes, for a total of eight (8) percentage including the five (5) percentage Bradley-Burns provision, generated in any areas outside of the County’s adopted City UDB, as determined in #3 above, once that area is annexed in accordance with the requirements of the State Franchise Tax Board through the use of a pass-through agreement executed between the City of Dinuba and Tulare County. For example, on a $100 per night hotel/motel stay, the City would charge a 10% TOT, or $10; the County’s 8% share of the $10 would be $.80. Similarly, on a $100 purchase of taxable goods, the City current General Sales Tax share of the sale is 1%, or $1.00, of which the County currently receives 5%, or $0.05; under this agreement the County’s share would be increased to 8%, or $0.08, which is an increase of 3%, or $0.03.

6. Legislative and Quasi-Judicial Actions

The City will propose, provide evidence to support, pay the County costs of consideration and adoption (including but not limited to staff time, notice and hearing costs) and hold harmless, defend and indemnify the County in any challenge to the adoption or implementation of any changed County regulations proposed by the City under this MOU.

7. The County General Plan 2030 (County General Plan Update)

The City may comment on Tulare County General Plan 2030 (General Plan Update) policies during the adoption process but agrees to not challenge, directly or indirectly, the County’s adoption of its General Plan 2030 (General Plan Update). The City waives any rights to, and agrees to not, further comment on or challenge, directly or indirectly, the County’s compliance with the California Environmental Quality Act (CEQA) for the
Tulare County General Plan 2030 (General Plan Update) project as currently proposed. This would include, for the duration of the County's adoption process (including any subsequent challenge in court), supporting, funding, gifting or granting public funds including, but not limited to any public or private organization, association, entity or individual challenging the County's proposed General Plan Update or the applicable CEQA review. Upon executing this MOU, the City will assist the County in analyzing and responding to any comments submitted on the proposed General Plan Update or applicable CEQA review by either the City or the Council of Cities.

8. Definitions and General Terms and Provisions:

The terms and phrases used herein shall be defined as set out in Attachment 2 unless the context otherwise demands. The general contract terms, conditions and provisions set out in Attachment 2 shall apply to this MOU.

9. Attachments and Recitals:

The recitals and the attachments to this MOU are fully incorporated into and are integral parts of this MOU.

10. Term:

This MOU will remain in effect until such time as the Parties enter into a permanent agreement or agreements replacing this MOU, and/or implementation under this MOU is accomplished.

11. Execution:

This MOU shall be executed in duplicate originals, with each Party to retain a fully-executed original. Facsimile or electronically scanned signatures shall be considered as binding as original signatures.
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: 5/10/11  
BY  
Chairman, Board of Supervisors

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

By  
Deputy Clerk

City of Dinuba

Date: 5/24/2011  
BY  
Mike Smith, Mayor, Dinuba City Council

ATTEST: City Clerk

By  
Deputy City Clerk

Attachment 1 - Summary of Positions Mutually Agreed on by the County and the City  
Attachment 2 - Definitions and General Provisions  
Attachment 3 - City Section of the General Plan 2030
SUMMARY OF POSITIONS MUTUALLY AGREED ON BY THE COUNTY OF TULARE AND THE CITY OF DINUBA

URBAN AREA BOUNDARY (UAB) PROVISIONS

1. Development may occur on currently zoned non-agricultural land subject to PF 4.19 and 4.21 with exceptions listed in PF 4.18 of the proposed Tulare County's General Plan Update (TCGPU).

2. Any future development project is subject to the Rural Valley Lands Plan (RVLP) and subject to PF 4.19 and 4.21 with exceptions listed in PF 4.18 of the proposed TCGPU.

3. Dinuba requests that Avenue 416 and Road 80 are not identified as corridors (Section C-1.2 of the proposed TCGPU).

4. The County will work with all cities in Tulare County to tighten up exceptions to the AE Zone (PF 4.19 of the proposed TCGPU).

5. Expansions of Agricultural Processing Facilities are subject to PF 4.19 and 4.21 of the proposed TCGPU, a special use permit, city consultation and a consent to annex to the City when contiguous (PF 4.24 d of the proposed TCGPU).

6. Infrastructure planning as per PF 4.12 of the proposed TCGPU will honor existing adopted City plan lines, setback standards and facility plans as long as related property is owned by the City.

URBAN DEVELOPMENT BOUNDARY (UDB) PROVISIONS

7. The County will work with the City to adopt City land use designations in the UDB (PF 4.18 and 4.20 of the proposed TCGPU).

8. Future development may occur on currently zoned non-agricultural lands subject to PF 4.20 of the proposed TCGPU with exceptions listed in PF 4.18.

9. Any future development project is subject to the RVLP and subject to PF 4.20 with exceptions listed in PF 4.18 of the proposed TCGPU.

10. Dinuba requests that Avenue 416 and Road 80 are not identified as corridors (Section C-1.2 of the proposed TCGPU).

11. The County will work with Dinuba and the other cities in Tulare County to tighten up exceptions to the AE Zone (PF 4.18 of the proposed TCGPU).

12. Expansions of Agricultural Processing Facilities are subject to PF 4.18 and 4.20 of the proposed TCGPU, a special use permit, city consultation and a consent to annex to the City when contiguous (PF 4.24 d of the proposed TCGPU).

13. Development may occur on land currently zoned for non-agricultural uses subject to the application of City development standards, financing mechanisms and consents to annex when contiguous to the City as provided in PF 4.10 and PF 4.24 d of the proposed TCGPU.

14. Future development may occur on lands designated in the future by the City General plan and subsequently adopted by the County subject to PF 4.20 of the proposed TCGPU.
Definitions and General Provisions

1. **DEFINITIONS:**

   a) City UDB: The County adopted City Urban Development Boundary. The area in the City UDB is the unincorporated County territory between the City’s incorporated boundary and the County adopted City UDB line.

   b) City UAB: The County adopted City Urban Area Boundary. The area in the City UAB is the unincorporated County territory between the County adopted City UDB line and the County adopted City UAB line.

   c) City SOI: The area within the City Sphere of Influence line adopted from time to time by the Tulare County Local Agency Formation Commission under its authority from the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code section 56000 et seq., or any successor acts.

   d) Consultation: Notice and the opportunity to comment on proposed land use entitlements either within the UAB or the UDB/SOI.

   e) Development Impact Fees: Fees adopted by the County or City pursuant to the Mitigation Fee Act, Government Code section 66000 et seq., or any successor acts.

   f) Tulare County General Plan: The current Tulare County General Plan or proposed amendments thereto or any successor Tulare County General Plan such as the proposed Tulare County General Plan 2030 (commonly known as the Tulare County General Plan Update).

   g) LAFCo: The Tulare County Local Agency Formation Commission established by the Tulare County Local Agency Formation Commission under its authority from the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code section 56000 et seq., its predecessor acts and any successor acts.

2. **GOVERNING LAW:**

   This Memorandum of Understanding shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.
3. **FURTHER ASSURANCES:**

To the extent allowed by law, each party will execute any additional documents and perform any further acts that may be reasonably required to affect the purposes of this Memorandum of Understanding.

4. **CONSTRUCTION:**

This Memorandum of Understanding reflects the contributions of all undersigned Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

5. **HEADINGS:**

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

6. **NO THIRD-PARTY BENEFICIARIES INTENDED:**

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

7. **WAIVERS:**

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

8. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:**

This Memorandum of Understanding is subject to all applicable laws and regulations. If any provision of this Memorandum of Understanding is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to either party is lost, the Memorandum of Understanding may be terminated at the option of the affected party. In all other cases the remainder of the Memorandum of Understanding shall continue in full force and effect.

9. **ENTIRE MEMORANDUM OF UNDERSTANDING REPRESENTED:**

This Memorandum of Understanding represents the entire agreement between the City and the County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Memorandum of Understanding may be modified without the written consent of both Parties.
ATTACHMENT 3

2. Planning Framework

2.4 Cities

Figure 2.4-1 shows the locations of all eight incorporated cities within Tulare County and Figures 2.4-2 through 2.3-9 show the County Adopted City (CAC) UABs and UDBs for each city:

- Dinuba
- Exeter
- Farmersville
- Lindsay
- Porterville
- Tulare
- Visalia
- Woodlake

In addition, two cities outside the County share a common border with the County and there has been urban development in adjacent County unincorporated areas. These two cities are Delano and Kingsburg. The County has established UDBs for these cities/areas as shown in Figures 2.4-10 and 2.4-11.

The following goal and policies are designed to foster a cooperative planning environment between the County and each city with respect to development within the fringe areas of the cities.

| PF-4 | To direct urban development within UDBs of existing incorporated cities and ensure that all development in unincorporated areas adjacent to incorporated cities is well planned and adequately served by necessary infrastructure and other public facilities and further countywide economic development goals [New Goal]. |

PF-4.1 CACUABs for Cities

The County shall establish CACUABs which define the area where land uses are presumed to have an impact upon the adjacent incorporated city, and within which the cities’ concerns may be given consideration as part of the land use review process. The lands within the UAB are considered to be the next logical area in which urban development may occur and the area within which UDBs may ultimately be expanded.

Although it is the policy of the County that this area will at some time become appropriate for urban development, generally no public purpose is served by permitting intensive development therein. As communities grow and expand, it is logical to assume the UDBs may be correspondingly expanded or established until they coincide with the urban UAB. The land lying between the Urban Development Boundary and the Urban Area Boundary will generally have an agricultural land use designation or rural residential land use designation in conformity with Land Use Policy LU 3.8: Rural Residential Interface [Urban Boundaries Element Policy 1UBa.1 Modified].

PF-4.2 CACUDBs for Cities – Twenty Year Planning Area

The County shall establish CACUDBs which define the anticipated twenty-year planning areas around incorporated cities in which the County and cities may coordinate plans, policies, and standards relating to building construction, subdivision development, land use and zoning regulations, street and highway construction, public utility systems, environmental studies, water supply availability and sufficiency, and other closely related matters affecting the orderly development of areas adjacent to incorporated cities. It is recognized that these boundaries provide an official definition of the interface between future urban and agricultural land uses.

Within this boundary, the County may also establish planning areas representative of shorter time periods in order to assist in more precise implementation of plans and policies.
Modification of CACUABs and CACUDBs
The County may consider modification of CACUABs and CACUDBs at such time as the land use plan for a city is revised to reflect changing needs and circumstances over an extended time frame. Preservation of productive agricultural lands and operations shall be one consideration when considering such modifications. Cities may examine existing CACUAB and CACUDB lines and recommend changes to the Board of Supervisors, as appropriate [Policy 1UB.F.2, Modified].

Planning in CACUDBs
The County acknowledges that the cities have an interest in planning for growth within a CACUDB and will in the future become ultimately responsible for urban development and the provision of urban services within those areas upon annexation [New Policy].

Spheres of Influence
CACUDBs and the SOI as administered by LAFCo may be consistent insofar as it is feasible and appropriate to do so [New Policy].

Orderly Expansion of City Boundaries
When the County is considering outward expansion of County adopted city UDBs, the following criteria shall be encouraged:

- The city has demonstrated a need for additional territory after documenting a good faith effort to implement programs for infill development and/or increased efficiency of development and minimize conversion of agricultural lands.
- UDBs should not be expanded onto Prime Farmland if Farmland of Statewide Importance or of lesser quality is available and suitable for expansion.
- Emphasis shall be placed upon reasonable expectations for the provision of urban services within the next twenty years as reflected in LAFCo's Municipal Service Reviews when determining the location of UDBs [New Policy].

Avoiding Isolating Unincorporated Areas
The County may oppose any annexation proposal that creates an island, peninsula, corridor, or irregular boundary. The County will also encourage the inclusion of unincorporated islands or peninsulas adjacent to proposed annexations [New Policy, consistent with LAFCo policy].

General Plan Designations Within City UDBs
On land that is within a CACUDB, but outside a city's incorporated limits, the County may maintain General Plan land use designations that are compatible with the city's adopted General Plan [New Policy].

Updating Land Use Diagram in CACUDBs
Following city adoption of a General Plan update or amendment that reflects the area within a CACUDB, the County shall update Part III (Community Plans, Kings River Plan, Mountain Sub-Area Plans, and County Adopted City General Plans), if applicable, to reflect the city's modified plan. Any unresolved conflicts between the County and city plans shall be identified for the Board of Supervisors. The County shall establish and maintain land use controls on
2. Planning Framework

unincorporated lands within the UDB consistent with the policies of the County General Plan [New Policy].

PF-4.10 City Design Standards
Where the Board of Supervisors finds that it is consistent with General Plan objectives to approve development within the UDBs of incorporated cities, the County may require the project to substantiate sufficient water supply and meet the County adopted city development standards of the city in question [Urban Boundaries Element; VII. Policies Regarding Subdivision and Development Standard Policies; Goal 5; Policy 4.2] [Urban Boundaries Element Amendment (88-01); 1988, Modified].

PF-4.11 Transition to Agricultural Use
The County shall encourage cities to adopt land use policies that minimize potential conflicts with agricultural operations and other agricultural activities at the urban edge through the provision of appropriate buffers or other measures [New Policy].

PF-4.12 Compatible Project Design
The County may ensure proposed development within CACUDBs is compatible with future sewer and water systems, and circulation networks as shown in city plans [New Policy].

PF-4.13 Coordination with Cities on Development Proposals
The County shall ensure that urban development only take place in County Adopted City UDBs if one of the following has occurred:

1. The adjacent city does not consent to annex the property for development purposes (as evidenced through pre-zoning, development agreements, etc.); it shall be conclusively presumed that a city has not consented if it has not submitted an annexation proposal to LAFCo within six months from the date a request to annex is submitted to the city; or

2. Annexation is not possible under the provisions of State law, but it is determined by the County that development of the site does not constitute incompatible development [Urban Boundaries Element; Chapter IV; D. Management; Implementation Program D-2] [Urban Boundaries Element; Chapter IV; Pg; 20; 1988, Modified].

PF-4.14 Revenue Sharing
As an incentive for directing urban growth into cities when applications are proposed within the CACUDBs, the County shall promote revenue sharing as an element of negotiation whenever:

1. A city updates its General Plan and requests the County to update its County Adopted City General Plan.

2. When establishment or amendment to Spheres of Influence are proposed.

3. Annexations are proposed by cities, or joint development or redevelopment projects are proposed by any city and the County.

As an additional incentive for directing urban growth into cities, any city proposing changes to a County Adopted City General Plan or other County land use regulations shall pay to the County its cost in considering and implementing such proposal [New Policy].

PF-4.15 Urban Improvement Areas for Cities
All Urban Improvement Areas established in the 1974 Urban Boundaries Element for cities and adjacent cities in adjacent counties, are hereby converted to Urban Development Boundaries [New Policy].

Goals and Policies Report February 2010 (Part I) Page 2-51
PF-4.16 Coordination with Cities in Adjacent Counties
The policies set forth in this Section (PF-4: Cities) shall also apply to planning and development within the UDBs of adjacent cities in adjacent counties (Corcoran, Delano, Kingsburg, Orange Cove, and Reedley), except Policy PF-4.4: Planning in UDBs [New Policy].

PF-4A To provide the means to further manage urban development within CACUDBs and CACUABs of existing incorporated cities while ensuring that the limitation of development is in the best interests of the County and its residents in both the incorporated and unincorporated areas and enhances the County's ability to provide adequate County facilities and comprehensive social, health, safety and welfare services impacted by development in the cities and County [New Goal].

PF-4.17 Cooperation with Individual Cities
The County may use the policies set forth under this goal (PF-4A: Cities: Continued) to work with individual cities to further manage development within that CACUDP or CACUAB to the extent that the financial needs of the County are met and the County's ability to provide facilities and County services used by all of the residents in the County and cities is enhanced [New Policy].

PF-4.18 Future Land Use Entitlements in a CACUDP
The County may work with an individual city to limit any General Plan amendments to change the land use designations of any parcel or any amendments to the County zoning ordinance to add uses to a current zoning classification or change the zoning district designation of any parcel within a CACUDP except as follows:

a. This policy will not apply to amendments or changes to a County unincorporated UDB, Hamlet Development Boundary (HDB), or Corridor Plan area boundary line, including where the boundary line may increase an overlap area with a CACUDP area, or to any General Plan amendment adopting a new County unincorporated UDB, an HDB, Planned Community or Corridor Plan area that may fall within a CACUDP area.

b. This policy will not apply where the General Plan land use designation or the zoning district classification of a particular parcel is inconsistent with an existing special use permit, variance, or non-conforming use.

c. This policy will not apply where there is no viable use for the parcel under the existing General Plan land use designation or zoning district classification due to, but not limited to, the following: size, shape, topography, soil content or classification, water availability, location, existing structures and site improvement, or surrounding uses as determined by the RVLP checklist. The County shall encourage beneficial reuse of existing or vacant agricultural support facilities for new businesses (including non-agricultural uses).

d. This policy will not apply where the effect of the amendments to the General Plan land use designation or of the rezoning is to designate or zone the parcel to an agricultural designation or zone.

e. This policy will not apply where amendments to the General Plan land use designations or the zoning classifications apply only to that portion of a CACUDP that is overlapped by a County unincorporated UDB, Hamlet Development Boundary (HDB), or Corridor Plan area.

f. This policy will not apply where amendment to the General Plan land use designation or the zoning classification is required to bring the County regulations into compliance with more restrictive State or Federal statutes or regulations.
2. Planning Framework

g. This amendment will not apply where amendments to the Zoning Ordinance are part of a comprehensive modernization or restructuring of the processes or procedures set out in the Zoning Ordinance or part of a comprehensive update to the text of the zoning classifications to bring the Zoning Ordinance procedures and text into consistency with the General Plan update. This comprehensive modernization, restructuring or update would not include any rezonings outside that allowed in this policy. However, revision of processes and procedures and simplification of existing ordinances may occur.

h. This policy would not apply to a comprehensive update of a County Adopted City General Plan, including rezoning there under, in cooperation with the affected city.

i. This policy would not apply where the County has worked with the city to identify and structure an acceptable alternative General Plan land use designation or zoning classification [New Policy].

PF-4.19 Future Land Use Entitlements in a CACUAB
As an exception to the County policies that the Rural Valley Lands Plan (RVL) does not apply within CACUBs and is only advisory within CACUBs, the County may work with an individual city to provide that no General Plan amendments or rezonings will be considered to change the current land use designation or zoning classification of any parcel within a CACUAB unless appropriate under the requirements of the Rural Valley Lands Plan (RVL) or similar checklist or unless the County has worked with the city to identify and structure an acceptable alternative General Plan land use designation or zoning classification. This policy will not apply to amendments or changes to an County unincorporated UDB, Hamlet Development Boundary (HDB), or Corridor Plan area boundary line, including where the boundary line may increase an overlap area with a CACUDB area, or to any General Plan amendment adopting a new UDB, an HDB, or Corridor Plan area that may fall within a CACUDB area. This policy shall not apply within a County unincorporated UDB, an HDB, or Corridor Plan area where that area overlaps a CACUAB area [New Policy].

PF-4.20 Application of the RVL Checklist to Control Development in a CACUDB
As an exception to the County policies that the Rural Valley Lands Plan does not apply within CACUBs, the County may work with an individual city to provide that the requirements of the RVL or similar checklist will apply to applications for special use permits (including special use permits for the expansion of a non-conforming use), variances considered under Government Code § 65906, or to the extent allowed by law, divisions of land within a CACUDB except in those areas that overlap with a County unincorporated UDB, an HDB, or Corridor Plan area. Such a special use permit, variance, or division of land will be reviewed in light of impacts on such regional concerns as water and sewage disposal availability and preservation of transportation and utility corridors as well as compliance with any County adopted urban or city development standards and with the city’s General Plan policies as reflected in the County Adopted City General Plan [New Policy].

PF-4.21 Application of the RVL Checklist to Control Development in a CACUAB
As an exception to the County policies that the Rural Valley Lands Plan is only advisory within CACUBs, the County may work with an individual city to provide that the requirements of the RVL will apply to applications for special use permits (including special use permits for the expansion of a non-conforming use), variances considered under Government Code § 65906, or to the extent allowed by law, divisions of land within a CACUAB except in those areas that overlap with a County unincorporated UDB, an HDB, or Corridor Plan area. Such a special use permit, variance, or division of land will be reviewed in light of impacts on such regional concerns as water and sewage disposal availability and preservation of transportation and utility corridors [New Policy].
PF-4.22 Reuse of Abandoned Improvements in a CACUDB
In accordance with other policies in this General Plan, the County may work with a city to provide that any alternative land uses within a CACUDB not otherwise allowed under a particular zoning classification but which are allowed by County policies due to the existence of abandoned structures or improvements with no other available, viable economic uses on the parcel will be reviewed in light of impacts on such regional concerns as water and sewage disposal availability and preservation of transportation and utility corridors [New Policy].

PF-4.23 Reuse of Abandoned Improvements in a CACUB
In accordance with other policies in this General Plan, the County may work with a city to provide that any alternative uses within a CACUB not otherwise allowed under a particular zoning classification but which are allowed by County policies due to the existence of abandoned structures or improvements with no other available, viable economic uses on the parcel will be reviewed in light of impacts on such regional concerns as water and sewage disposal availability and preservation of transportation and utility corridors [New Policy].

PF-4.24 Annexations to a City within the CACUDB
In addition to the County’s current policies on development within a CACUDB, the County may work with a city to provide that urban development projects within a city’s Sphere of Influence (SOI) as set by the Tulare County Local Agency Formation Commission will be referred to the affected city for consideration of annexation in accordance with, but not limited to, the following concepts:

a. Urban development projects, to which the referral policy applies, would be those projects for which a special use permit is required. Any urban development project not subject to special use permit requirements would still comply with County adopted city development standards, County Adopted City general plans and zoning and any County adopted city long-range infrastructure plan.

b. The referral would, at least, be subject to the requirement that the city inform the County within three (3) months that it is or is not able and willing to commence annexation proceedings to accommodate the project; or the city is willing and able to commence annexation proceedings, the County would not take action to approve the project unless the applicant has submitted a completed application for annexation and city fails to take action on such application within six months;

c. If the affected city is not willing or able to commence annexation proceedings, approval by the County of the project would be conditioned on conformance with County adopted city development standards, County adopted city general plans and zoning and any County adopted city long-range infrastructure plan adopted.

d. The County may, at part of this policy, require a consent to future annexation be recorded concurrent with approval of the project special use permit for development within the County [New Policy].
2. Planning Framework

PF-4.25 Sphere of Influence Criteria
In addition to the County current policies on annexations and city growth lines, the County may work with one or more cities to propose criteria to the Tulare County Local Agency Formation Commission (LAFCo) for use in the adoption of city Sphere of Influence (SOI) lines consistent with the concept that the SOI is a twenty year city growth boundary including the city's "communities of interest" as defined by LAFCo, and that an affected city should seek approval of amendment by LAFCo of its current SOI lines to reflect such criteria. Communities of interest not included within the SOI may be considered and included in a fifty year growth boundary. If such a criteria is adopted, the County, as a city SOI is brought into compliance with such criteria, may consider amendment of it general plan to make the CACUB identified in the County general plan, to the extent appropriate, consistent or contiguous with the LAFCo adopted SOI [New Policy].

PF-4.26 City 50 Year Growth Boundaries
In addition to the County current policies on city boundary lines, the County may work with one or more of the cities to propose that LAFCo consider the adoption of a fifty year growth boundary for each city and to propose criteria to LAFCo for adoption of that boundary. If LAFCo adopts fifty year growth boundaries consistent with such criteria, the County may consider amendments to its general plan to make the County adopted CACUB, to the extent appropriate, consistent or contiguous with the city's LAFCo adopted fifty year growth boundary [New Policy].

PF-4.27 Impacts of Development within the County on City Facilities
The County may work with a city to consider the adoption, imposition and collection for payment to the city pursuant to agreement Development Impact Fees within the CACUB, as may be proposed by the city from time to time to offset the impacts of development in the County on city facilities [New Policy].

Text continues on Page 2-67.
SUBJECT: APPROVAL OF AMENDMENT TWO TO THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS JOINT POWERS AGREEMENT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Tulare County Association of Governments (TCAG) operates under a Joint Powers Agreement (JPA) among the eight incorporated cities and the County of Tulare. The initial JPA was approved in 1971, and has had updates and amendments from time to time.

Recent actions of the TCAG Board and legislative changes have triggered the need for amendments to the TCAG Joint Powers Agreement. There are two parts to Amendment Two as described below:

Regional Transportation Impact Fee

On December 5, 2011, the TCAG Board authorized TCAG staff to plan, program, and implement the County of Tulare’s Transportation Impact Fee (TIF) Program subject to Tulare County Board of Supervisor’s (BOS) support. On January 10, 2012, the BOS approved TCAG assuming responsibility for the preparation and implementation of the Regional TIF Program. While TCAG can currently conduct planning studies, a JPA amendment is required to allow TCAG to implement and manage the TIF Program.

To clarify that each member agency also has the right to implement a local TIF Program, the following language is included in the proposed JPA Amendment:

"This power is not exclusive delegation of authority and the member agencies of the Association reserve the right to retain and establish mitigation fee programs under this Act.”

Central California Railroad Authority

SB 325 (Central California Railroad Authority Act) creates an authority to ensure railroad service continues on existing short rail lines in San Joaquin Valley counties if the Surface Transportation Board authorizes the abandonment or discontinuance of service on those lines, or in the event of the bankruptcy or sale of existing short line railroad operations in the San Joaquin Valley counties that are a part of the rail authority. Communities heavily reliant on short haul rail services stand to lose access to goods movement and shipping services if an alternative is not
developed to ensure dependable rail service for the San Joaquin Valley counties. SB 325 was signed by the governor on September 6, 2011. In order for TCAG to join the Central California Railroad Authority, an amendment to the TCAG JPA is required.

Once the Cities and County have approved and passed the appropriate resolution, TCAG will circulate a "master" agreement for each City and the County to sign. This process will insure that each agency has a document with original signatures.

RECOMMENDATION: That the City Council:

1. Review the full breadth of Amendment Two to the "Tulare County Association of Governments Joint Powers Agreement";

2. If approved, authorize the Mayor to execute the attached "Tulare County Association of Governments Joint Powers Agreement" resolution; and

3. If approved, authorize the Mayor to execute the Master Agreement when said Master Agreement is made available to the City for signature.

ATTACHMENT: TCAG Joint Powers Agreement - Amendment Two Joint Powers Agreement Resolution

P:\pubwork\k\General\Council\Closed Session - Approval of Amendment No. 2 to the TCAG JPA - 2012-08-07.doc
AMENDMENT TWO TO THE
TULARE COUNTY ASSOCIATION OF GOVERNMENTS
JOINT POWER AGREEMENT

THIS AGREEMENT, dated for convenience as of this _____ day of __________, 2012, by
and between the COUNTY OF TULARE, hereinafter referred to as the “County,” and the CITIES OF
DINUBA, EXETER, FARMERSVILLE, LINDSAY, PORTERVILLE, TULARE, VISALIA, and
WOODLAKE, or so many of said Cities as have executed this Agreement, hereinafter collectively
referred to as the “Cities”;

WITNESSETH:

WHEREAS, the Tulare County Association of Governments, hereinafter referred to as the
“Association,” will be a separate entity from the County; and

WHEREAS, as of the 4th day of May, 1971, the County and the Cities executed an Agreement
(Tulare County Agreement No. 6460) which established the Association, and set forth the powers and
duties of the Association; and

WHEREAS, the Joint Powers Agreement may be amended from time to time; and

WHEREAS, the Association incorporated subsequent amendments to the original Agreement
entered into on the 4th day of May, 1971 and make changes to the Agreement to reflect current
practices and terminology on the 15th day of June, 2010 (Tulare County Agreement No. 24583); and

WHEREAS, the Association amended said Agreement to give the Association the ability to
make real property transactions for purposes of TCAG operations and staff accommodation on the 13th
day of June, 2011 (Tulare County Agreement No. 24583-A); and

WHEREAS, the Association desires to amend said Agreement to authorize the Association to
prepare the Tulare County Regional Traffic Impact Fee Program, establish a Traffic Development
Impact Fee, and cause collection of said fees; and
WHEREAS, the Association desires to amend said Agreement to implement Cal. Gov. Code §93300 et seq., to enter into and carry out the terms and conditions of the Central California Railroad Authority, hereby amend said Agreement.

NOW, THEREFORE, BE IT AGREED as follows:

(1) Paragraph (2) of said Agreement is hereby amended by adding thereto subparagraph (r) to read as follows:
   (r) To prepare a Tulare County Regional Traffic Impact Fee Program, establish a Traffic Development Impact Fee, and cause collection of said fees pursuant to Cal. Gov. Code §66000 et. seq. (Mitigation Fee Act) as amended from time to time. This power is not exclusive delegation of authority and the member agencies of the Association reserve the right to retain an establish mitigation fee programs under this Act.

(2) Paragraph (2) of said Agreement is hereby further amended by adding thereto subparagraph (s) to read as follows:
   (s) To implement Cal. Gov. Code §93300 et seq., (Central California Railroad Authority Act), create and join the Central California Railroad Authority and exercise the authority set out in the Central California Railroad Authority Act as it pertains to the purposes of this Act.

(3) Except as expressly provided herein, all other terms and conditions of the Joint Powers Agreement and the Amendments thereto shall remain in full force and effect.

(4) The County and Cities hereby agree that this Amendment Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement. Notwithstanding the foregoing, the Parties hereby agree that duplicate originals shall be executed so each party may retain a fully executed counterpart of this Amendment Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written pursuant to resolutions of the governing bodies of the respective parties, duly adopted, authorizing such execution.

ATTEST: Jean M. Rousseau  
County Administrative Officer  
Clerk, Board of Supervisors

COUNTY OF TULARE

By ____________________________
Deputy

Chairman, Board of Supervisors

CITY OF DINUBA

By ____________________________
City Clerk

Mayor

CITY OF EXETER

By ____________________________
City Clerk

Mayor

CITY OF FARMERSVILLE

By ____________________________
City Clerk

Mayor

CITY OF LINDSAY

By ____________________________
City Clerk

ATTEST:

By ____________________  
City Clerk

Mayor

CITY OF PORTERVILLE

By ____________________  
Mayor

CITY OF TULARE

ATTEST:

By ____________________  
City Clerk

Mayor

CITY OF VISALIA

ATTEST:

By ____________________  
City Clerk

Mayor

CITY OF WOODLAKE

ATTEST:

By ____________________  
City Clerk

Mayor

Page 4 of 4

Joint Powers Agreement - Tulare County Association of Governments
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AMENDMENT TWO TO THE TULARE COUNTY ASSOCIATION OF
GOVERNMENTS JOINT POWERS AGREEMENT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID AMENDMENT

WHEREAS, the Tulare County Association of Governments (TCAG) operates
under a Joint Powers Agreement among the eight incorporated Cities and County of
Tulare; and

WHEREAS, on December 5, 2011, the TCAG Board authorized TCAG staff to
plan, program and implement a Tulare County Regional Traffic Impact Fee Program;
and

WHEREAS, an amendment to the TCAG Joint Powers Agreement is necessary
for TCAG to have the authority to undertake the implementation and management of a
Regional Transportation Impact Fee Program; and

WHEREAS, Amendment Two to the TCAG Joint Powers Agreement authorizes
TCAG to prepare the Tulare County Regional Traffic Impact Fee Program, establish a
Traffic Development Impact Fee, and cause collection of said fees; and

WHEREAS, Senate Bill 325 created the Central California Railroad Authority to
protect and preserve railroad service on existing short rail lines in San Joaquin Valley
counties; and

WHEREAS, TCAG desires to join the Central California Railroad Authority, but
cannot do so under the current Joint Powers Agreement; and

WHEREAS, Amendment Two to the TCAG Joint Powers Agreement makes
provisions for TCAG to join the Central California Railroad Authority.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
Porterville approves Amendment Two to the TCAG Joint Powers Agreement, subject
only to minor conforming or clarifying changes acceptable to the City Manager and City
Attorney.

PASSED, APPROVED AND ADOPTED this 7th day of August, 2012.

ATTEST:
John D. Lollis, City Clerk

Virginia R. Gurrola, Mayor

By: Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2012 ANNUAL CONFERENCE

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: The League of California Cities' Annual Conference is scheduled to take place September 5 – 7, 2012 in San Diego. In addition to the training programs offered, an important aspect of the League's conference is the Annual Business Meeting, during which the membership considers and takes action on resolutions that establish official League policy. This year, the Business Meeting is scheduled for Friday, September 7th at 12:00 p.m.

In order to vote at this meeting, the City Council must designate a voting delegate. In the event the voting delegate is unable to serve in that capacity, the League's Bylaws also allow for the designation of up to two alternates.

The estimated cost for attendance per Council Member is approximately $1,800. This cost includes conference registration and materials, accommodations, mileage and meals. Funding is currently available in the Council's travel budget.

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 two City Council Members to serve as alternate voting delegates at the Conference.

ATTACHMENTS: Annual Conference Voting Procedures Voting Delegate/Alternate Form

Item No. 32
Annual Conference Voting Procedures
2012 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.
2012 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, August 15, 2012. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: ____________________________
Title: ____________________________

2. VOTING DELEGATE - ALTERNATE

Name: ____________________________
Title: ____________________________

3. VOTING DELEGATE - ALTERNATE

Name: ____________________________
Title: ____________________________

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: ____________________________ E-mail __________________________________

Mayor or City Clerk ____________________________ Phone: ____________________________
(circle one) (signature)

Date: ____________________________

Please complete and return by Wednesday, August 15th, to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA  95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247
SUBJECT: CONSIDERATION OF CITY COUNCIL'S PROCEDURAL HANDBOOK

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: With the seating of the new City Council, it is appropriate for the Council to consider its Procedural Handbook for ratification or potential amendments that the new Council may desire. A copy of the Handbook is therefore herein provided for the Council's review.

RECOMMENDATION: That the City Council consider its Procedural Handbook, and direct staff accordingly.

ATTACHMENT: City Council Procedural Handbook
CITY COUNCIL
PROCEDURAL HANDBOOK

Compiled by:
The Office of City Clerk
291 North Main Street
Porterville, CA 93257
Tel: (559) 782-7442
Fax: (559) 782-7452
www.ci.porterville.ca.us

Adopted July 19, 2011 via Minute Order 08-071911
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City Council Procedural Handbook

Adopted July 19, 2011
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PREAMBLE

The residents and businesses of the City of Porterville are entitled to have fair, ethical, and accountable local government. Such a government requires that:

- Public Officials comply with both the letter and spirit of the laws and policies affecting operations of the government;
- Public Officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

No part of this Handbook shall be interpreted so as to violate any federal or state law; a Council Member's Oath of Office; a Council Member's moral or ethical responsibilities; or the exercise of a Council Member's individual rights afforded him/her by the U.S. Constitution.

To this end, the City Council of the City of Porterville hereby approves of and affirms the above to encourage public confidence in the integrity of local government and its operations. (Minute Order 21-070511, July 5, 2011.)
II. MEETINGS OF COUNCIL

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

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

A. REGULAR MEETINGS

1. Regular meetings shall be held the first and third Tuesday of each month beginning at 5:30 p.m. Closed Session Items shall be considered at 5:30 p.m., with open session to commence at 6:30 p.m. In the event that a regular meeting of the Council shall fall on a legal holiday, that regular meeting shall be held at the same place and time on the next succeeding working day, or as determined by Council. (Ordinance 1766, approved August 17, 2010.)

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

3. Regular meeting open sessions shall be between the hours of 6:30 p.m. and 9:45 p.m. The Council Meetings shall adjourn no later than 9:45 p.m. unless otherwise approved by a majority vote of the Council Members present. Following the mid-meeting break (around 9:00 p.m.) the Mayor, with assistance from the City Manager, will review the balance of the agenda with Council to discuss how it can be handled in the allowed time. If it is necessary to continue any items, it will be announced at that time. (Ordinance 1766, approved August 17, 2010.)

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

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

2. Adjourned Meetings/Study Sessions will be held at a time and place convenient to Council and advantageous for public participation.
3. Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.

C. SPECIAL MEETINGS

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

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

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

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

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

D. ORDER OF BUSINESS:

Call to Order
Roll Call
Oral Communications
Closed Session(s)
Reconvene at 6:30 p.m.
Closed Session Report
Pledge of Allegiance
Invocation
Presentations/Proclamations
Reports (AB1234 Reports, Committee/Commission/Board Reports; Subcommittee Reports; Information Items and Reports)
Oral Communications
Consent Calendar
Approval of Minutes
Claims Against the City
Payment of Bills
Payments on Public Works Projects
Authorization to Purchase
Authorization to Call for Bids
Award of Bids
Acceptance of Projects
Acceptance of Dedications/Property
Approval of Final Tract Maps
Annexations
Requests for City Services
Reports
Other Routine Matters
Public Hearings
Second Reading of Ordinances
Scheduled Matters
Oral Communications (on any matter of interest)
Council Comments
Adjournment
(Pursuant to Resolution 101-2010, approved August 17, 2010.)

E. CONSENT ITEMS

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

A. PRESIDING OFFICER

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

2. In the absence or incapacity of the Mayor, the Vice Mayor as Mayor Pro Tempore will serve as Presiding Officer. In the absence of both the Mayor and Vice Mayor, the Council Members present shall select one of their number to serve as Presiding Officer for that meeting. (Amended pursuant to M.O. 08-071911, July 19, 2011.)

3. Seating arrangement of the Council:

Seating arrangements shall be at Council discretion with preference being given to health conditions, seniority, individual Council Member preferences, and the Mayor’s preference, in that order. (Amended pursuant to M.O. 08-071911, July 19, 2011.)

4. Signing of City Documents:

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor may sign the required documents. (Amended pursuant to M.O. 08-071911, July 19, 2011.)

B. QUORUM

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

C. DISCUSSION RULES

1. Obtaining the floor:

   a. A member of the City Council, staff, or public shall first address the Presiding Officer and gain recognition.
b. Comments and questions shall be limited to the issue before Council except when members of the public are addressing the Council under Oral Communications.

c. Council shall have the opportunity for discussion on the item prior to requiring a motion and a second. (Minute Order 18-050311, approved May 3, 2011.)

d. Cross-exchange between Council Members, staff or public shall be avoided.

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

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

2. Questions to staff:

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

3. Interruptions:

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

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

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

A. Response to Letters from the Public

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

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

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

3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. Copies of all such letters on City Letterhead shall be provided to all other Council members, and the letter shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager=s staff for filing.

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

B. Referrals to Council agenda

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:
1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication (however, the request must be stated on the agenda face sheet for Council to be able to act on it at the meeting); or

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

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

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

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

C. Telephone Calls

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager's Office. The City Manager's staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see X-D (3)].

D. Personal Meetings

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

Council Members who wish to send their own correspondence using City stationery shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. Copies of all such letters on City Letterhead shall be provided to all other Council members. Letterhead stationary is available upon request from the City Manager's secretary, and if the Council Member wishes to have a copy of their letter in their file, they should submit a copy to the City Manager=s staff for filing.
V. COUNCIL MEMBER REQUESTS TO STAFF

A. General Information

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

B. Research

All City Council Member requests for information or documents which require extensive research, in the opinion of the City Manager, shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council, upon completion of the research, the information or documents will be forwarded to the City Council Members by the City Manager. (Amended pursuant to M.O. 08-071911, July 19, 2011.)

C. Items for inclusion in Council Agenda

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

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

The City Manager shall place any Council Member request for an agenda item on the next available agenda as a Consent Calendar item for Council approval to be included.
as a Scheduled Matter on the next available agenda. This does not prevent any Council Member from moving to place an item on the next available agenda during Other Matters of the current agenda. (Amended pursuant to M.O. 08-071911, July 19, 2011.)
VI. COUNCIL AGENDA

A. Preparation:

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

The City Council meeting agendas are prepared on the Thursday prior to the Tuesday meeting. Any questions regarding whether items have been scheduled for consideration at a particular meeting may be directed to the Chief Deputy City Clerk and/or Deputy City Clerk.

B. Deadlines:

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

C. Delivery:

Agendas will be delivered to Council on the Thursday prior to the Tuesday meeting. The agenda shall include a complete copy of the agenda on compact disc suitable for loading on a laptop computer, with provisions for annotating materials with the use of a suitable Acrobat Reader. No items, or additional materials, shall be delivered after the initial delivery to Council on Thursday, except in the instance of a designated emergency item.

Council agendas shall be delivered to the Council Member's home or business, as requested. If no one is available to receive the agenda, the agenda shall be left in an area designated by the Council Member, unless other arrangements have been previously made with the City Clerk=s staff. [See X(D)(1)(2).]

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

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

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

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

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

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

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

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

A. Requests for Reservations:

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

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

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

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

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

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

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

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

1. A check for per diem and mileage;
2. Confirmation notification and informational materials regarding the conference;
3. Confirmation notification for any hotel reservations; and
4. A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

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

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

D. Eligibility:

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

A. City Council Members Filing Requirements

City Council Members are under the provisions of the Political Reform Act (Gov. Code, ' 81000 et seq. known as "the Act") as enforced by the Fair Political Practices Commission. The Act applies to campaign contributions requirements, as well as matters of conflict of interest while in office.

1. Disclosure of Economic Interests:

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

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

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

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

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

2. Disqualification of Participation (Conflict of Interest):

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

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

   • A member of his or her immediate family;
• A business entity in which the Council Member has a direct or indirect investment worth $2000 or more;

• Any real property in which the Council Member has a direct or indirect interest worth $2,000 or more;

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

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

• Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating $420 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

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

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

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

a. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
b. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.

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

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

B. Other Agencies:

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

C. Redevelopment Agency Filing Requirements:

Upon assuming office, a City Council Member will also serve as a Redevelopment Agency Member. As an Agency Member, they must file a Conflict of Interest statement for the Porterville Redevelopment Project area. After assuming office, an Agency Member may not acquire any property within the Redevelopment Project area. If prior interests exist within the Project area, the Agency Member must disqualify themselves from any action taken which would constitute a benefit to them.

D. City of Porterville Conflict of Interest Code:

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

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

A. Different Hats

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

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

B. Compensation

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

Redevelopment Agency Members shall receive $30 per Redevelopment meeting.

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

C. Issuance of Laptop Computers to Council Members

A Wireless Communications Policy for the laptop computers is being developed as set forth in Minute Order 14-090605. [See Appendix B]

D. Direction to Support Staff:

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

1. Where to deliver Council agendas and Administrative Reports and Memorandums, i.e. home or business.
2. Where to leave Council agendas if the business is closed and/or if no one is home, i.e. City Manager=s Office Council mail box, front porch, back door, etc.
3. How to direct citizens who wish to speak to Council Members, i.e. take a message, give out home telephone numbers, give out business telephone numbers, etc.

E. City Attorney

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

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

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

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

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

3. Legal recommendations for matters of litigation.

F. Annual City Manager/City Attorney Evaluations

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

G. Response to President/Governor Directives

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

A. Annual City Manager/City Attorney Evaluation Forms
B. Laptop Computer and Cell Phone Policy (to be attached upon adoption)
C. Email Retention Policy (to be attached upon adoption)
SUCCESSOR AGENCY AGENDA: AUGUST 7, 2012

SUCCESSOR AGENCY SCHEDULED MATTERS

SUBJECT: SUCCESSOR AGENCY REVIEW AND APPROVAL OF PROPOSED ADMINISTRATIVE BUDGET

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: Health & Safety Code section 34177(j), as modified by AB 1484, requires the Successor Agency to the Porterville Redevelopment Agency (referred to herein as “Successor Agency”) to prepare a proposed “Administrative Budget” covering the upcoming six-month fiscal period, which will be January 1, 2013, through June 30, 2013, (i.e., concurrent with the third Recognized Obligation Payment Schedule, or “ROPS”) and submit it to the Oversight Board for approval. To date the Successor Agency previously prepared and approved, and the Oversight Board reviewed and approved, Administrative Budgets through December 31, 2012.

Pursuant to the Dissolution Act (Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code), each ROPS includes a line item for the Successor Agency’s Administrative Budget for the applicable period, and AB 1484, which amended the Dissolution Act on June 27, 2012, requires that the third ROPS for the period January 1, 2013, to June 30, 2013, shall be approved by the Successor Agency and Oversight Board and submitted to the State Department of Finance (“DOF”) by September 1, 2012.

The Administrative Budget is required to set forth all of the following: (1) Estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period; (2) Proposed sources of payment for the costs identified in paragraph (1); and (3) Proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity.

Under Section 34177(k) of the Dissolution Act, upon approval of the Administrative Budget by the Oversight Board, the Successor Agency will provide to the County of Tulare Auditor Controller the administrative cost estimates from the approved Administrative Budget that are to be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for such period.

Pursuant to Section 34179(h) of the Dissolution Act, as amended by AB 1484, written notice and information about all actions taken by the
Oversight Board must be provided to the California Department of Finance ("DOF") by electronic means and in a manner of DOF's choosing.

An Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review; provided, however, pursuant to Section 34177(m) as to each ROPS submitted to the DOF of which an Administrative Budget is a part, the DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations on each ROPS submitted no later than 45 days after submittal.

RECOMMENDATION: That the Successor Agency:

1. Approve the Successor Agency’s proposed Administrative Budget for the period of January 1, 2013, through June 30, 2013, prepared pursuant to Health & Safety Code section 34177(j); and
2. Adopt a Resolution approving the Administrative Budget and directing Successor Agency staff to submit the Administrative Budget to the Oversight Board.

ATTACHMENTS: 1. Proposed Administrative Budget
2. A Resolution of the Successor Agency to the Porterville Redevelopment Agency Approving the Administrative Budget Pursuant to Health & Safety Code Section 34177(j) and Directing Transmittal of the Administrative Budget to the Oversight Board

(Note that the action of the Oversight Board to approve the Third ROPS shall not become effective for 45 days after the ROPS has been submitted to the DOF).
## SUCCESSOR AGENCY AND HOUSING AUTHORITY SUCCESSOR AGENCY BUDGET
### JANUARY 1, 2013 THROUGH JUNE 30, 2013

<table>
<thead>
<tr>
<th>OBJECT #</th>
<th>ACCOUNT DESCRIPTION</th>
<th>2012-13 BUDGET</th>
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<tr>
<td></td>
<td><strong>PERSONAL SERVICES</strong></td>
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<tr>
<td>-01</td>
<td>SALARIES, REGULAR</td>
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<td>SALARIES, PART TIME</td>
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<td>SALARIES, OVERTIME</td>
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<td><strong>MATERIALS, SUPPLIES &amp; SERVICES</strong></td>
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<td>COLLECTION COSTS</td>
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<td>-28</td>
<td>ADMINISTRATIVE SERVICES</td>
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<td>-32</td>
<td>OFFICE AND COMPUTER SUPPLIES</td>
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<td>MAINTENANCE &amp; REPAIR MATERIALS</td>
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<td>-41</td>
<td>MEETING EXPENSE</td>
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<td>INSURANCE, LIABILITY</td>
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<td>DEBT REDEMPTION</td>
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<td>-66</td>
<td>OTHER EXPENSES</td>
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<td><strong>SUB-TOTAL</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td>$73,128</td>
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</table>
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE ADMINISTRATIVE BUDGET PURSUANT TO HEALTH & SAFETY CODE SECTION 34177(j) AND DIRECTING TRANSMITTAL OF THE ADMINISTRATIVE BUDGET TO THE OVERSIGHT BOARD

WHEREAS, the Porterville Redevelopment Agency ("Agency") was established as a redevelopment agency, organized and existing under the California Community Redevelopment Law, Health & Safety Code Section 33000, et seq. ("CRL"), and was authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Porterville ("City"); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code ("Dissolution Act"), pursuant to which (1) all redevelopment agencies in California were dissolved on February 1, 2012, and (2) successor agencies were formed for the purpose of winding down the affairs of the former redevelopment agencies; and

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council of the City at an open public meeting, the City Council chose to serve as the governing body of the Successor Agency to the dissolved Agency, a separate legal entity, under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City serves and acts as the Successor Agency and the City will perform the functions of the Successor Agency under the Dissolution Act to administer the enforceable obligations of the former Agency and otherwise unwind the Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board ("Oversight Board"); and

WHEREAS, Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget covering the upcoming six-month fiscal period, and submit it to the Oversight Board for approval; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency’s "Administrative Budget" is required to include all of the following: (a) estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period; (b) proposed sources of payment for the costs identified in clause (a); and (c) proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity, such as the City; and

WHEREAS, the Administrative Budget, as approved by the Oversight Board, will be provided to the County of Tulare Auditor-Controller pursuant to Section 34177(k) so that the Successor Agency’s estimated administrative costs in the approved

ATTACHMENT
ITEM NO. 2
Administrative Budget will be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for the applicable six-month period.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY:

1. The above recitals are true and correct, are a substantive part of this Resolution, and are adopted as the findings of the Successor Agency.

2. Pursuant to the Dissolution Act, the Successor Agency hereby approves the proposed Administrative Budget in the form attached hereto as Attachment No. 1 and incorporated herein by this reference. The City Manager and Successor Agency legal counsel are authorized to make such revisions to the Administrative Budget, as they deem appropriate, in order to ensure the proper and effective operation of the Successor Agency pursuant to the Dissolution Act.

3. The City Manager, or his authorized designees, are hereby authorized to transmit the Administrative Budget to the Oversight Board for approval.

4. Upon approval of the Administrative Budget by the Oversight Board, the City Manager or his authorized designees shall provide written notice and information about the Oversight Board’s approval of the Administrative Budget to the State of California Department of Finance by electronic means, as directed by the Department of Finance, pursuant to Section 34179(h) and shall post the Administrative Budget on the Successor Agency’s website.

5. This Resolution shall be effective immediately upon adoption.

6. The City Clerk on behalf of the Successor Agency shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this ___ day of August, 2012.

By: ________________________________
   Virginia R. Gurrola, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary
SUCCESSOR AGENCY AGENDA: AUGUST 7, 2012

SUCCESSOR AGENCY SCHEDULED MATTERS

SUBJECT: REVIEW AND APPROVAL OF DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: As of February 1, 2012, the Porterville Redevelopment Agency ("Agency") was dissolved and the City Council acts and serves as the governing body of the "Successor Agency," a separate legal entity from the City, pursuant to Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code ("Dissolution Act"). The Dissolution Act requires the Successor Agency to administer the enforceable obligations of the former Agency and otherwise unwind the Agency's affairs subject, where applicable, to the review and approval by the seven-member Oversight Board.

On June 27, 2012, the Legislature passed and the Governor signed AB 1484. The primary purpose of AB 1484 is to make technical and substantive amendments to the Dissolution Act. Included in AB 1484 was a change to the schedule for adoption of Recognized Obligation Payment Schedule (the "Third ROPS") for the period ending June 30, 2013, and all subsequent ROPS. Under the Dissolution Act prior to the adoption of AB 1484, the Successor Agency and its Oversight Board would have had until October 1, 2012 to approve the ROPS. Under AB 1484, a Successor Agency and its Oversight Board are required to submit the ROPS by September 1, 2012. All subsequent ROPS are required to be submitted no fewer than 90 days prior to the semiannual Redevelopment Property Tax Trust Fund (RPTTF) distribution or October 4 for the January 2 distribution, and March 3 for the June 1 distribution.

Pursuant to Section 34177(l)(1) of the Dissolution Act, for each recognized obligation the Third ROPS shall identify one or more of the following sources of payment:

(A) Low and Moderate Income Housing Fund.

(B) Bond proceeds.

(C) Reserve balances.

(D) Administrative cost allowance.
(E) The Redevelopment Property Tax Trust Fund, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

(F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the Oversight Board.

The draft Third ROPS is included as Attachment No. 1 to this agenda report and includes comparable listings of Enforceable Obligations as were set forth in the DOF-approved first and second ROPS.

Section 34177(l)(2)(B) of the Dissolution Act requires the Successor Agency to submit the Third ROPS to the Oversight Board for approval and, concurrently with the submission of the ROPS to the Oversight Board, the Successor Agency is required to transmit the Third ROPS to the County Administrative Officer, the County Auditor-Controller, and the California Department of Finance ("DOF"). Section 34177(l)(2)(C) requires that, once the Oversight Board has approved the Third ROPS, the Third ROPS be sent to the County Auditor-Controller, the State Controller's Office, the DOF, and that the Third ROPS be posted on the Successor Agency's website.

Section 34177(m) of the Dissolution Act requires the Successor Agency to complete the Third ROPS and each subsequent ROPS in the manner directed by the DOF; however, the DOF has not yet provided the required format for the Third ROPS (and all subsequent ROPS). For this reason, staff recommends that the Successor Agency review and approve the Third ROPS in the form submitted with this report and authorize the Successor Agency's Community Development Director and/or the Finance Director or their authorized designees to also augment, modify, add or revise the Third ROPS as may be necessary to comply with requirements imposed by the DOF.

RECOMMENDATION: That the Successor Agency:

1. Approve the Third Recognized Obligation Payment Schedule (Third ROPS) provided that should any modification be required to the Third ROPS by the DOF, the Community Development Director and/or the Finance Director or their authorized designees shall be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform the Third ROPS to requirements imposed by the DOF; and
2. Adopt Successor Agency Resolution approving the Third ROPS for the period of January 1, 2013 through June 30, 2013 and directing Successor Agency staff to submit the Third ROPS to the Oversight Board.

ATTACHMENT:

1. Recognized Obligations Payment Schedule
2. A Resolution of the Successor Agency to the Porterville Redevelopment Agency Approving the Third Recognized Obligation Payment Schedule for the Period January 1, 2013 to June 30, 2013, Subject to Submittal to, and Review and Approval by, the Oversight Board and California Department of Finance pursuant to California Health & Safety Code, Division 24, Part 1.85, as amended by Assembly Bill 1484; and Authorizing Posting and Transmittal Thereof

(Note that the action of the Oversight Board to approve the Third ROPS shall not become effective for 45 days after the ROPS has been submitted to the DOF).
RECOGNIZED OBLIGATION PAYMENT SCHEDULE - CONSOLIDATED
FILED FOR THE JANUARY 1, 2013 to JUNE 30, 2013 PERIOD

Name of Successor Agency: City of Porterville Successor Agency

<table>
<thead>
<tr>
<th>Outstanding Debt or Obligation</th>
<th>Current Total Outstanding Debt or Obligation</th>
<th>Total Due During Fiscal Year</th>
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<tbody>
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<td>$19,300,140.73</td>
<td>$804,203.00</td>
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<table>
<thead>
<tr>
<th>Outstanding Debt or Obligation</th>
<th>Total Due for Six Month Period</th>
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<tr>
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<td>$342,255.00</td>
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<tr>
<th>Available Revenues other than anticipated funding from RPTTF</th>
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</thead>
<tbody>
<tr>
<td>Enforceable Obligations paid with RPTTF</td>
<td>$</td>
<td>269,127.00</td>
</tr>
<tr>
<td>Administrative Cost paid with RPTTF</td>
<td>$</td>
<td>73,128.00</td>
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<tr>
<td>Pass-through Payments paid with RPTTF</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

Administrative Allowance (greater of 5% of anticipated funding from RPTTF or 250,000. Note: Calculation should not include pass-through payments made with RPTTF. The RPTTF Administrative Cost figure above should not exceed this Administrative Cost Allowance figure): $73,128.00

Certification of Oversight Board Chairman:
Pursuant to Section 34177(l) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized Enforceable Payment Schedule for the above named agency.

Dr. John Snavely
Oversight Board Chair
Name
Title
Signature
Date

ATTACHMENT
ITEM NO. 2
<table>
<thead>
<tr>
<th>Project Name / Debt Obligation</th>
<th>Cont'd/Agreement Execution Date</th>
<th>Payee</th>
<th>Description</th>
<th>Project Area</th>
<th>Total Outstanding Debt or Obligation</th>
<th>Total Due During Fiscal Year 2012-2013**</th>
<th>Funding Source</th>
<th>Payable from the Redevelopment Property Tax Trust Fund (RPTTF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) 2009 Tax Allocation Bonds Series A</td>
<td>September 16, 2009</td>
<td>US Bank</td>
<td>Insurance of the Agency’s Tax Allocation Refunding Bonds.</td>
<td>Project Area No. 1 as Amended</td>
<td>$8,413,115.00</td>
<td>$294,045.00</td>
<td>RPTTF</td>
<td>$115,772.00</td>
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<td>2) 2009 Tax Allocation Bonds Series B</td>
<td>September 16, 2009</td>
<td>US Bank</td>
<td>Insurance of the Agency’s Tax Allocation Refunding Bonds.</td>
<td>Project Area No. 1 as Amended</td>
<td>$6,102,074.00</td>
<td>$183,655.00</td>
<td>RPTTF</td>
<td>$81,209.00</td>
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<td>3) 2009 Tax Allocation Bonds Series C</td>
<td>September 16, 2009</td>
<td>US Bank</td>
<td>Insurance of the Agency’s Tax Allocation Refunding Bonds.</td>
<td>Project Area No. 1 as Amended</td>
<td>$2,238,738.00</td>
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<td>$29,368.00</td>
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<td>4) 2009 Tax Allocation Bonds Series D</td>
<td>September 16, 2009</td>
<td>US Bank</td>
<td>Insurance of the Agency’s Tax Allocation Refunding Bonds.</td>
<td>Project Area No. 1 as Amended</td>
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<td>$24,841.00</td>
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<td>5) 2009 Tax Allocation Bond Reserve</td>
<td>September 16, 2009</td>
<td>Funded</td>
<td>Reserve account for the 2009 Bonds.</td>
<td>Project Area No. 1 as Amended</td>
<td>$447,833.00</td>
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<td>6) 2009 Tax Allocation Bond Admin.</td>
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<td>US Bank</td>
<td>Administration fees from US Bank - Trustee</td>
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<td>7) 2010 Tax Allocation Bond Administration</td>
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<td>Auditors Compliance Cert.</td>
<td>Professional fees to be paid for arbitrage calculation.</td>
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<td>8) Rev. &amp; Dev. Infrastructure Project</td>
<td>November 15, 1994</td>
<td>St. of Calif Dept of Commerce</td>
<td>Loans from State of California for Potrero Hill Enterprise Zone Infrastructure Project.</td>
<td>Project Area No. 1 as Amended</td>
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<td>9) Rev. &amp; Dev. Infrastructure Programs</td>
<td>November 15, 1994</td>
<td>Funded</td>
<td>Required by the State of California and serves as insurance for the loan.</td>
<td>Project Area No. 1 as Amended</td>
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<tr>
<td>10) Loan for Formation of Area</td>
<td>April 7, 1981</td>
<td>City of Potrero</td>
<td>Approved for formation of Project Area #1, Ordinance No. 1030, Ordinance 1216, Resolution 979, and PPA 41-2.</td>
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<tr>
<td>11) Loan for Payment in Lieu of Services</td>
<td>May 1, 1987</td>
<td>City of Potrero</td>
<td>Digital person fees from City of Potrero, which was paid in full by the City of Potrero by paying fees to Redevelopment for the amount.</td>
<td>Project Area No. 1 as Amended</td>
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<td>RPTTF</td>
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<tr>
<td>12) Loan for Payment in Lieu of Services - Stores #1</td>
<td>November 12, 1997</td>
<td>City of Potrero - Risk Management</td>
<td>Payment in Lieu of Services within the Redevelopment Area. Revolution 42-67 and 110-07.</td>
<td>Project Area No. 1 as Amended</td>
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<td>N/A</td>
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<tr>
<td>13) Loan for Payment in Lieu of Services - Stores #2</td>
<td>June 10, 2007</td>
<td>City of Potrero</td>
<td>Payment in Lieu of Services, Resolution No. 11-07.</td>
<td>Project Area No. 1 as Amended</td>
<td>$486,356.75</td>
<td>N/A</td>
<td>RPTTF</td>
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<tr>
<td>14) Loan for Amendment of the Boundaries of Project Area No. 1</td>
<td>August 17, 1959</td>
<td>City of Potrero</td>
<td>Loan for Potrero Hill Development Fund to the Potrero Hill Redevelopment Agency, Loan from City of Potrero which paid in full in amount of $298,000.00</td>
<td>Project Area No. 1 as Amended</td>
<td>$298,000.00</td>
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<td>RPTTF</td>
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** The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before submitting the final ROPS to the Board of Directors of the Redevelopment Agency. It is not a requirement that the Agreed Upon Procedures Audit be completed before submitting the final ROPS to the Board of Directors of the Redevelopment Agency. For fiscal years 2011-12 only, reference to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012. RPTTF - Redevelopment Property Tax Trust Fund.**

** Notes:**

- N/A: Not Applicable
- Bonds - Bond proceeds
- Other - reserves, rate, interest earnings, etc.
- LMSH - Low and Moderate Income Housing Fund
- Admin - Successor Agency Administrative Allowance
<table>
<thead>
<tr>
<th>Project Name / Debt Obligation</th>
<th>Contract/Agreement</th>
<th>Fiscal Year 2012-2013 Total Outstanding Debt or Obligation</th>
<th>Payments by month</th>
<th>Payable from Other Revenue Sources</th>
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</thead>
<tbody>
<tr>
<td>1. N/A</td>
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* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the ROPS be completed before the final oversight approved ROPS is submitted to the State Controller and State Department of Finance.

** All tax due during fiscal year and payment amounts are projected.

*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)

RPTTF - Redevelopment Property Tax Trust Fund
LMIF - Low and Moderate Income Housing Fund
Admin - Successor Agency Administrative Allowance

Bonds - Bond proceeds
Other - reserves, rent, interest earnings, etc
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<th>Project Name / Debt Obligation</th>
<th>Payee</th>
<th>Description</th>
<th>Project Area</th>
<th>Total Outstanding Debt or Obligation</th>
<th>Total Due During Fiscal Year 2012-2013</th>
<th>Funding Source</th>
<th>Payable from the Administrative Allowance Allocation</th>
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Totals - This Page: $146,261.00 $12,188.00 $12,188.00 $12,188.00 $12,188.00 $12,188.00 $12,188.00 $12,188.00 $73,126.00

* The preliminary draft Recognized Obligation Payment Schedule (ROPDS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the Agreed Upon Procedures Audit be completed before submitting the final Oversight Approved ROPS to the State Controller and State Department of Finance.
** All total due during fiscal year and payment amounts are projected.
*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
RPTTF - Redevelopment Property Tax Trust Fund
LHMF - Low and Moderate Income Housing Fund
Admin - Successor Agency Administrative Allowance
LHMF - Successor LHMF

**** - Administrative Cost Allowance caps are 5% of Form A 6-month totals in 2011-12 and 3% of Form A 6-month totals in 2012-13. The calculation should not factor in pass through payments paid for with RPTTF in Form D.
<table>
<thead>
<tr>
<th>Project Name / Debt Obligation</th>
<th>Payee</th>
<th>Description</th>
<th>Project Area</th>
<th>Total Outstanding Debt or Obligation 2012-2013*</th>
<th>Total Due During Fiscal Year 2012-2013**</th>
<th>Source of Fund***</th>
<th>Payments by month</th>
<th>Jan. 2013</th>
<th>Feb. 2013</th>
<th>March 2013</th>
<th>April 2013</th>
<th>May 2013</th>
<th>June 2013</th>
<th>Total</th>
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<td><strong>Totals - Other Obligations</strong></td>
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- RPTTF - Redevelopment Property Tax Trust Fund
- Bonds - Bond proceeds
- Other - reserves, rents, interest earnings, etc

LMHIF - Low and Moderate Income Housing Fund
Admin - Successor Agency Administrative Allowance

**** Only the January through June 2012 ROPS should include expenditures for pass-through payments. Starting with the July through December 2012 ROPS, peb HSC section 34183 (a) (1), the county auditor controller will make the required pass-through payments prior to transferring money into the successor agency's Redevelopment Obligation Retirement Fund for items listed in an oversight board approved ROPS.
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<td>1. 2006 Tax Allocation Bonds Series A</td>
<td>September 16, 2006</td>
<td>US Bank</td>
<td>Issuance of the Agency’s Tax Allocation Refunding Bonds</td>
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<td>2. 2006 Tax Allocation Bonds Series B</td>
<td>September 16, 2006</td>
<td>US Bank</td>
<td>Issuance of the Agency’s Tax Allocation Refunding Bonds</td>
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<td>3. 2006 Tax Allocation Bonds Series C</td>
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<td>Issuance of the Agency’s Tax Allocation Refunding Bonds</td>
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<td>80,142.00</td>
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<td>Issuance of the Agency’s Tax Allocation Refunding Bonds</td>
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<td>5. 2006 Tax Allocation Bond Reserve</td>
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<td>6. 2006 Tax Allocation Bond Admin.</td>
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<td>Administration fees from US Bank - Truvial</td>
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<td>7. 2006 Tax Allocation Bond Adj.</td>
<td>September 16, 2006</td>
<td>Arby Grant Compliance Spec.</td>
<td>Professional fees to be paid for arbitrage calculation</td>
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<td>September 16, 2006</td>
<td>City of Potrero</td>
<td>Crediting/DebtLimit at Bonds (Bid)</td>
<td>Project Area No. 1 as Amended</td>
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<td>9. Small Ent. Dev. Infrastructure Prg.</td>
<td>November 15, 1991</td>
<td>SL of Cali Dept of Commerce</td>
<td>Loan from State of California for Potrero Enterprise Zone Infrastructure Project</td>
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<td>Required by the State of California and serves as insurance for the loan</td>
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<td>11. Successor Agency Administration</td>
<td>City of Potrero, Standing Feintz, Callen &amp; Feintz, and Hasson Spanswick Group</td>
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<td>Agency Administration Cost</td>
<td>Project Area No. 1 as Amended</td>
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<td>Contract Agreement Execution Date</td>
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**ROPS Request for**

**Total Paid During**

**Funding Source**

- [RPITF](#)
RESOLUTION NO.

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE
THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR
THE PERIOD JANUARY 1, 2013, TO JUNE 30, 2013, SUBJECT TO
SUBMITTAL TO, AND REVIEW AND APPROVAL BY, THE
OVERSIGHT BOARD AND CALIFORNIA DEPARTMENT OF
FINANCE PURSUANT TO CALIFORNIA HEALTH & SAFETY
CODE, DIVISION 24, PART 1.85, AS AMENDED BY ASSEMBLY
BILL 1484; AND AUTHORIZING POSTING AND TRANSMITTAL
THEREOF

WHEREAS, the Porterville Redevelopment Agency ("Agency") was established
as a redevelopment agency, organized and existing under the California Community
Redevelopment Law, Health & Safety Code Section 33000, et seq. ("CRL"), and was
authorized to transact business and exercise powers of a redevelopment agency pursuant
to action of the City Council of the City of Porterville ("City"); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the
California Health & Safety Code ("Dissolution Act"), pursuant to which (1) all
redevelopment agencies in California were dissolved on February 1, 2012 and (2)
successor agencies were formed for the purpose of winding down the affairs of the
former redevelopment agencies; and

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to
the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council of the
City at an open public meeting, the City Council chose to serve as the governing body of
the Successor Agency to the dissolved Agency, a separate legal entity, under the
Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City serves and acts as
the Successor Agency and the City will perform the functions of the Successor Agency
under the Dissolution Act to administer the enforceable obligations of the former Agency
and otherwise unwind the Agency's affairs, all subject to the review and approval by a
seven-member Oversight Board ("Oversight Board"); and

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a "Recognized
Obligation Payment Schedule" means the document setting forth the minimum payment
amounts and due dates of payments required by enforceable obligations for each six-
month fiscal period as provided in subdivisions (l) and (m) of Section 34177 of the
Dissolution Act; and

WHEREAS, pursuant to subdivisions (l) and (m) of Section 34177 of the
Dissolution Act, the City, acting as Successor Agency to the Agency, has prepared its
Recognized Obligation Payment Schedule ("ROPS") for the period covering January 1, 2013 through June 30, 2013, in the form attached to this Resolution as Attachment No. 1 and incorporated herein by this reference; and

WHEREAS, by this Resolution, pursuant to Section 34177(l)(2)(B) of the Dissolution Act, as amended by AB 1484, the City Council, serving as and on behalf of the Successor Agency, approves the ROPS and authorizes the transmittal of the ROPS to the Oversight Board and concurrently to the County Administrative Officer, the County Auditor-Controller, and the State Department of Finance; and

WHEREAS, pursuant to Section 34177(l)(2)(C) of the Dissolution Act, a copy of the ROPS shall be submitted to the County Auditor-Controller, the State Controller’s Office, the State Department of Finance and shall be posted on the City’s/Successor Agency’s website promptly upon approval thereof by the Oversight Board.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY:

1. The above recitals are true and correct, are a substantive part of this Resolution, and are adopted as the findings of the Successor Agency.

2. The Successor Agency hereby approves the ROPS in substantially the form attached hereto as Attachment No. 1 and incorporated herein, together with such augmentation, modification, additions or revisions as the City Manager and/or the Finance Director or their authorized designees may make thereto, in particular to comply with requirements imposed by the California Department of Finance.

3. The City Manager or his authorized designees on behalf of the Successor Agency shall cause the ROPS to be transmitted concurrently to the Oversight Board, the County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.

4. The City Manager or his authorized designees on behalf of the Successor Agency shall, upon approval of the ROPS by the Oversight Board, transmit the approved ROPS to the County Auditor Controller, the State Controller’s Office, and the State Department of Finance, and shall cause the approved ROPS to be posted on the City’s website.

5. This Resolution shall be effective immediately upon adoption.

6. The City Clerk on behalf of the Successor Agency shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 7th day of August, 2012.
By: Virginia R. Gumola, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary