CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS
This is the time to address the Oversight Board on any matter, whether or not it appears on this agenda. No action will be taken on any item not on the agenda unless the Oversight Board makes a determination that an emergency exists or that the need to take action on the item rose subsequent to the posting of the agenda. Public comments shall be limited to a maximum of three (3) minutes per person and an overall time period of fifteen minutes for items not considered on the regular agenda.

SCHEDULED MATTERS

1. Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan
   Re: Considering adoption of a resolution approving the Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan for the ROPS 13-14A period.

2. Oversight Board Review and Approval of Proposed Long Range Property Management Plan
   Re: Considering adoption of a resolution approving the proposed Long Range Property Management Plan and submittal of same to the Department of Finance.

3. Future Meeting Date of February 26, 2014, at 7:30 a.m.

CHAIR AND BOARD MEMBERS' COMMENTS AND SUGGESTIONS

ADJOURNMENT

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 Oversight Board 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.
OVERSIGHT BOARD

SUBJECT: AGREEMENT FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT
FINANCE DEPARTMENT

COMMENT: The Successor Agency to the Porterville Redevelopment Agency anticipated a deficit of up to $110,000 in the Recognized Obligation Payment Schedule (ROPS) 13-14A period (July-December 2013), the actual deficit was in the amount of $93,791. The City has routinely provided staff and administrative support to the Successor Agency. Resolution 78-2013 and Resolution SA 2013-05 documented this relationship and the Successor Agency’s obligation to pay or reimburse the City for such administrative expenses on an ongoing basis.

Subject to Oversight Board approval, pursuant to Health & Safety Code Sections 34173(h), 34178(a) and 34180(h), the City and Successor Agency may enter into an agreement for the City to pay for enforceable obligations and administrative expenses of the Successor Agency (as shown on the approved administrative budget and ROPS), subject to repayment from future Redevelopment Property Tax Trust Funds (“RPTTF”), as such RPTTF moneys become available.

To ensure provision of the necessary services from the City to support the Successor Agency’s responsibilities in winding down the activities of the former Porterville Redevelopment Agency and under the proposed Administrative Budget, and to enable the Successor Agency to make timely payments on the former Agency’s Tax Allocation Bonds and the Rural Economic Development Infrastructure Program (REDIP) loan during the ROPS 13-14A period, it was necessary that the City and the Successor Agency enter into an Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan (Attachment 3).

The Agreement provided for the City to provide administrative support to the Successor Agency on an ongoing basis, as has been the City’s practice, and for the Successor Agency to reimburse the City for the costs of such administrative support activities. Additionally, in the event that insufficient RPTTF moneys are available to pay some or all of the Successor Agency’s enforceable obligations and/or administrative expenses (as is the case for the ROPS 13-14A Period), the Agreement provided for the City to loan the needed funds to the Successor Agency and for the Successor Agency to repay such loan to the City, plus interest calculated at the LAIF rate, when adequate RPTTF moneys become available to the Successor Agency for such purpose.
RECOMMENDATION: That the Oversight Board:

1. Adopt the attached resolution approving the Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan; and
2. Authorize the Successor Agency staff to transmit the Agreement to the Tulare County Administrative Officer, the Tulare County Auditor-Controller, and the California Department of Finance, in accordance with Health & Safety Code Section 34180(j).

ATTACHMENTS:

1. Resolution 78-2013 approving the Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan between the City and Successor Agency
2. Resolution SA 2013-05 approving the Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan between the City and Successor Agency
3. Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan
4. Draft Oversight Board Resolution
RESOLUTION _78_ -2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING AN AGREEMENT FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN BY AND BETWEEN THE CITY OF PORTERVILLE AND THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY PURSUANT TO HEALTH & SAFETY CODE SECTION 34173(b), AND MAKING CERTAIN FINDINGS IN ACCORDANCE THEREWITH

WHEREAS, the City of Porterville ("City") is a municipal corporation and charter city organized and operating under the laws of the State of California; and

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency ("Successor Agency") is a public entity corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Act (as defined below); and

WHEREAS, the Porterville Redevelopment Agency ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City ("City Council") and organized, existing and exercising the powers of a community redevelopment agency under the California Community Redevelopment Law, Health & Safety Code Section 33000, et seq.; and

WHEREAS, Assembly Bill x1 26 ("AB x1 26") chartered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No. S194861 ("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was chartered and effective on June 27, 2012 (together AB x1 26, the Matosantos Decision, and AB 1484 are referred to as the "Dissolution Act"); and

WHEREAS, all statutory references herein are to the Dissolution Act unless otherwise stated; and

WHEREAS, as of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the activities of the former Agency’s Porterville Redevelopment Project No. 1 that was originally adopted and amended by ordinances of the City Council, and otherwise unwind the former Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

ATTACHMENT
ITEM NO. 1
WHEREAS, Successor Agency has adopted an Administrative Budget and a Recognized Obligation Payment Schedule ("ROPS") pursuant to Health and Safety Code Section 34177, subdivisions (j) and (l), for the period from July 1, 2013 to December 31, 2013 ("ROPS 13-14A Period"), both of which have been approved by the Oversight Board to the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF"); and

WHEREAS, Successor Agency anticipates that there will be a deficit of Redevelopment Property Tax Trust Funds ("RPTTF") available to pay enforceable obligations and administrative expenses as shown on the approved administrative budget ("Administrative Budget") and ROPS for the ROPS 13-14A Period in the amount of approximately $110,000 ("ROPS 13-14A Deficit Amount"); and

WHEREAS, Successor Agency anticipates that RPTTF deficits may occur in future ROPS periods as well ("Future Deficit Amount"), although it is not possible to accurately predict future RPTTF revenues; and

WHEREAS, in addition, employees of the City perform day-to-day administration and operation of the Successor Agency's duties and functions; since the former Agency was originally formed and upon the Successor Agency's effectiveness as of February 1, 2012, the City has provided and shall continue to provide services to the Successor Agency, including but not limited to providing administrative, accounting, auditing, planning, engineering, legal, risk management, financial, clerical, record-keeping, and other services necessary for the Successor Agency to carry out its responsibilities; and

WHEREAS, Section 34173(h) of the Dissolution Act authorizes the City to "loan or grant funds to [the Successor Agency] for administrative costs, enforceable obligations, or project-related expenses at the [City's] discretion, but the receipt and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans"; and

WHEREAS, as authorized by and pursuant to Section 34173(h) of the Dissolution Act, the City and Successor Agency desire to enter into an Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan ("Agreement") to provide for the City to assist the Successor Agency by providing a loan to the Successor Agency in an amount not to exceed the ROPS 13-14A Deficit Amount and any Future Deficit Amount and/or any Operations Loan Amount (defined below), to enable the Successor Agency to pay its enforceable obligations and administrative expenses during the ROPS 13-14A Period and in future ROPS periods to the extent approved by the City Manager and Successor Agency Executive Director; and

WHEREAS, the Agreement shall be subject to approval by the Oversight Board to the Successor Agency and shall be included on the ROPS for the period from July 1, 2014 to December 31, 2014, ("ROPS 14-15A") and subsequent ROPS periods, as necessary, and, as such, shall be subject to the approval of the DOF; and

WHEREAS, provided that the Agreement is approved as an enforceable obligation on ROPS 14-15A (and/or future ROPS), the Successor Agency shall repay all amounts disbursed by
the City to or on behalf of the Successor Agency, in accordance with the Agreement, from RPTTF moneys received by the Successor Agency pursuant to ROPS 14-15A and any future ROPS; and

WHEREAS, pursuant to the Agreement, City and Successor Agency also desire to affirm and document an on-going cooperative arrangement regarding administrative and operational services and payment for services by entering into this contract whereby City agrees to provide administrative and operational services (including funding enforceable obligations to the extent of RPTTF shortages), Successor Agency agrees to pay City for the cost of all such services to be provided by City in an amount equal to the Successor Agency Administrative Budget and ROPS prepared pursuant to California Health and Safety Code Section 34177(j) and (I) and approved by the Oversight Board for each six-month period and fiscal year under the term of this Agreement; and

WHEREAS, the City desires to approve the Agreement subject to approval by the Oversight Board and the DOF.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. The City Council hereby approves the Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan by and between the City and the Successor Agency ("Agreement"), with such changes as may be mutually agreed upon by the City Manager (or his duly authorized representative), the Successor Agency’s Executive Director and the City’s legal counsel, as are minor and in substantial conformance with the form of the Agreement which has been submitted herewith. The City Manager and the City Clerk are hereby authorized to execute and attest the Agreement on behalf of the City. In such regard, the City Manager (or his duly authorized representative) is authorized to sign the final version of the Agreement after completion of any such non-substantive, minor revisions. Copies of the final form of the Agreement, when duly executed and attested, shall be placed on file in the office of the City Clerk. Further, the City Manager (or his duly authorized representative) is authorized to implement the Agreement and take all further actions and execute all documents referenced therein and/or necessary and appropriate to make the City Loan (defined in the Agreement) and otherwise carry out the transaction contemplated by the Agreement. The City Manager (or his duly authorized representative) is hereby authorized to the extent necessary during the implementation of the Agreement to make technical or minor changes and interpretations thereto after execution, as necessary to properly implement and carry out the Agreement, provided any and all such changes shall not in any manner materially affect the rights and obligations of the City or the maximum City Loan amount provided under the Agreement approved hereby.

Section 3. In addition to the authorization of Section 2 above, the City Manager is hereby authorized, on behalf of the City, to sign all other documents necessary or appropriate to carry out and implement the Agreement, including causing the issuance of warrants in implementation thereto, and to administer the City’s obligations, responsibilities and duties to be performed under the Agreement.
Section 4. The City Clerk shall certify to the adoption of this Resolution.

THE FOREGOING RESOLUTION is approved and adopted by the City Council of the City of Porterville this 19th day of November, 2013.

Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By
Patrice Hildreth, Chief Deputy City Clerk
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 19th day of November, 2013.

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

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<th>Council:</th>
<th>McCracken</th>
<th>Ward</th>
<th>Hamilton</th>
<th>Shelton</th>
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JOHN D. LOLLIS, City Clerk

[Signature]

By: Luisa M. Zavala, Deputy City Clerk
RESOLUTION NO. SA 2013-05

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY APPROVING AN AGREEMENT FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN BY AND BETWEEN THE CITY OF PORTERVILLE AND THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY PURSUANT TO HEALTH & SAFETY CODE SECTION 34173(b), AND MAKING CERTAIN FINDINGS IN ACCORDANCE THEREWITH

WHEREAS, the City of Porterville ("City") is a municipal corporation and charter city organized and operating under the laws of the State of California; and

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency ("Successor Agency") is a public entity corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Act (as defined below); and

WHEREAS, the Porterville Redevelopment Agency ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City of Porterville ("City Council") and organized, existing and exercising the powers of a community redevelopment agency under the California Community Redevelopment Law, Health & Safety Code Section 33000, et seq.; and

WHEREAS, Assembly Bill x1 26 ("AB x1 26") chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No. S194861 ("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was chaptered and effective on June 27, 2012, (together AB x1 26, the Matosantos Decision, and AB 1484 are referred to as the "Dissolution Act"); and

WHEREAS, all statutory references herein are to the Dissolution Act unless otherwise stated; and

WHEREAS, as of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the activities of the former Agency’s Porterville Redevelopment Project No. 1 that was originally adopted and amended by ordinances of the City Council, and otherwise unwind the former Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

ATTACHMENT
ITEM NO. 2
WHEREAS, Successor Agency has adopted an Administrative Budget and a Recognized Obligation Payment Schedule ("ROPS") pursuant to Health and Safety Code Section 34177, subdivisions (j) and (l), for the period from July 1, 2013 to December 31, 2013 ("ROPS 13-14A Period"), both of which have been approved by the Oversight Board to the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF"); and

WHEREAS, Successor Agency anticipates that there will be a deficit of Redevelopment Property Tax Trust Funds ("RPTTF") available to pay enforceable obligations and administrative expenses as shown on the approved administrative budget ("Administrative Budget") and ROPS for the ROPS 13-14A Period in the amount of approximately $110,000 ("ROPS 13-14A Deficit Amount"); and

WHEREAS, Successor Agency anticipates that RPTTF deficits may occur in future ROPS periods as well ("Future Deficit Amount"), although it is not possible to accurately predict future RPTTF revenues; and

WHEREAS, in addition, employees of the City perform day-to-day administration and operation of the Successor Agency’s duties and functions; since the former Agency was originally formed and upon the Successor Agency’s effectiveness as of February 1, 2012, the City has provided and shall continue to provide services to the Successor Agency, including but not limited to providing administrative, accounting, auditing, planning, engineering, legal, risk management, financial, clerical, record-keeping, and other services necessary for the Successor Agency to carry out its responsibilities; and

WHEREAS, Section 34173(h) of the Dissolution Act authorizes the City to “loan or grant funds to [the Successor Agency] for administrative costs, enforceable obligations, or project-related expenses at the [City’s] discretion, but the receipt and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans”; and

WHEREAS, as authorized by and pursuant to Section 34173(h) of the Dissolution Act, the City and Successor Agency desire to enter into an Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan ("Agreement") to provide for the City to assist the Successor Agency by providing a loan to the Successor Agency in an amount not to exceed the ROPS 13-14A Deficit Amount and any Future Deficit Amount and/or any Operations Loan Amount (defined below), to enable the Successor Agency to pay its enforceable obligations and administrative expenses during the ROPS 13-14A Period and in future ROPS periods to the extent approved by the City Manager and Successor Agency Director; and

WHEREAS, the Agreement shall be subject to approval by the Oversight Board to the Successor Agency and shall be included on the ROPS for the period from July 1, 2014 to December 31, 2014, ("ROPS 14-15A") and subsequent ROPS periods, as necessary, and, as such, shall be subject to the approval of the DOF; and

WHEREAS, provided that the Agreement is approved as an enforceable obligation on ROPS 14-15A (and/or future ROPS), the Successor Agency shall repay all amounts disbursed by
the City to or on behalf of the Successor Agency, in accordance with the Agreement, from RPTTF moneys received by the Successor Agency pursuant to ROPS 14-15A and any future ROPS; and

WHEREAS, pursuant to the Agreement, City and Successor Agency also desire to affirm and document an on-going cooperative arrangement regarding administrative and operational services and payment for services by entering into this contract whereby City agrees to provide administrative and operational services (including funding enforceable obligations to the extent of RPTTF shortages), Successor Agency agrees to pay City for the cost of all such services to be provided by City in an amount equal to the Successor Agency Administrative Budget and ROPS prepared pursuant to California Health and Safety Code Section 34177(j) and (l) and approved by the Oversight Board for each six-month period and fiscal year under the term of this Agreement; and

WHEREAS, the Successor Agency desires to approve the Agreement and the Successor Agency desires to transmit such Agreement to the Oversight Board and the DOF for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. The Successor Agency hereby approves the Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan by and between the City and the Successor Agency ("Agreement"), with such changes as may be mutually agreed upon by the Executive Director of the Successor Agency (or his duly authorized representative), the City's Community Development Director and the City's legal counsel, as are minor and in substantial conformance with the form of the Agreement which has been submitted herewith. The Executive Director and the Successor Agency Secretary are hereby authorized to execute and attest the Agreement on behalf of the Successor Agency. In such regard, the Executive Director (or his duly authorized representative) is authorized to sign the final version of the Agreement after completion of any such non-substantive, minor revisions. Copies of the final form of the Agreement, when duly executed and attested, shall be placed on file in the office of the Successor Agency Secretary. Further, the Executive Director (or his duly authorized representative) is authorized to implement the Agreement and take all further actions and execute all documents referenced therein and/or necessary and appropriate to receive the City Loan (defined in the Agreement) and otherwise carry out the transaction contemplated by the Agreement. The Executive Director (or his duly authorized representative) is hereby authorized to the extent necessary during the implementation of the Agreement to make technical or minor changes and interpretations thereto after execution, as necessary to properly implement and carry out the Agreement, provided any and all such changes shall not in any manner materially affect the rights and obligations of the Successor Agency or the maximum City Loan amount provided under the Agreement approved hereby.

Section 3. In addition to the authorization of Section 2 above, the Executive Director is hereby authorized, on behalf of the Successor Agency, to sign all other documents necessary
or appropriate to carry out and implement the Agreement, including causing the issuance of warrants in implementation thereto, and to administer the Successor Agency’s obligations, responsibilities and duties to be performed under the Agreement.

Section 4. The Secretary of the Successor Agency shall certify to the adoption of this Resolution.

THE FOREGOING RESOLUTION is approved and adopted by the Successor Agency to the Porterville Redevelopment Agency this 19th day of November, 2013.

SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY

By: Cameron J. Hamilton, Chair

ATTEST:

John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville acting as the Successor Agency to the Porterville Redevelopment Agency at a meeting of the Successor Agency duly called and held on the 19th day of November, 2013.

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

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JOHN D. LOLLIS, City Clerk

[Signature]

By: Luisa M. Zavala, Deputy City Clerk
AGREEMENT FOR REIMBURSEMENT OF COSTS
AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN

This AGREEMENT FOR REIMBURSEMENT OF COSTS AND
CITY/SUCCESSOR AGENCY OPERATIONS LOAN ("Agreement") is made and entered
into as of November 19, 2013, by and between the CITY OF PORTERVILLE, a California
municipal corporation ("City"), and the SUCCESSOR AGENCY TO THE PORTERVILLE
REDEVELOPMENT AGENCY, a public body, corporate and politic ("Successor Agency").

RECITALS

A. The City is a municipal corporation organized and operating under the laws of the
   State of California.

B. The Successor Agency is a public entity corporate and politic, organized and
   operating under Part 1.85 of Division 24 of the Dissolution Act (as defined in Recital D, below).

C. The Porterville Redevelopment Agency ("former Agency") previously was a
   California public body, corporate and politic, duly formed by the City Council of the City of
   Porterville ("City Council") and organized, existing and exercising the powers of a community
   redevelopment agency under the California Community Redevelopment Law, Health & Safety
   Code Section 35000, et seq.

D. Assembly Bill x1 26 ("AB x1 26") chartered and effective on June 27, 2011,
   added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws were
   modified, in part, and determined constitutional by the California Supreme Court in the petition
   ("Matosantos Decision"), which laws and court opinion caused the dissolution of all
   redevelopment agencies and winding down of the affairs of former redevelopment agencies;
   thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was
   chartered and effective on June 27, 2012, (together AB x1 26, the Matosantos Decision, and AB
   1484 are referred to as the "Dissolution Act"). All statutory references herein are to the
   Dissolution Act unless otherwise stated.

E. As of February 1, 2012, the former Agency became a dissolved community
   redevelopment agency pursuant to the Dissolution Act.

F. As of and on and after February 1, 2012, the Successor Agency is performing its
   functions as the successor agency under the Dissolution Act to administer the enforceable
   obligations of the former Agency and is engaged in activities necessary and appropriate to wind
   down the activities of the former Agency's Porterville Redevelopment Project No. 1 that was
   originally adopted and amended by ordinances of the City Council, and otherwise unwind the
   former Agency's affairs, all subject to the review and approval by a seven-member Oversight
   Board formed thereunder.

ATTACHMENT
ITEM NO. 3
G. Successor Agency has adopted an Administrative Budget and a Recognized Obligation Payment Schedule ("ROPS") pursuant to Health and Safety Code Section 34177, subdivisions (j) and (l), for the period from July 1, 2013 to December 31, 2013 ("ROPS 13-14A Period"), both of which have been approved by the Oversight Board to the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF").

H. Successor Agency anticipates that there will be a deficit of Redevelopment Property Tax Trust Funds ("RPTTF") available to pay enforceable obligations and administrative expenses as shown on the approved administrative budget ("Administrative Budget") and ROPS for the ROPS 13-14A Period in the amount of approximately $110,000 ("ROPS 13-14A Deficit Amount"). Successor Agency anticipates that RPTTF deficits may occur in future ROPS periods as well ("Future Deficit Amount"), although it is not possible to accurately predict future RPTTF revenues.

I. In addition, employees of the City perform day-to-day administration and operation of the Successor Agency’s duties and functions. Since the former Agency was originally formed and upon the Successor Agency’s effectiveness as of February 1, 2012, the City has provided and shall continue to provide services to the Successor Agency, including but not limited to providing administrative, accounting, auditing, planning, engineering, legal, risk management, financial, clerical, record-keeping, and other services necessary for the Successor Agency to carry out its responsibilities.

J. Section 34173(h) of the Dissolution Act authorizes the City to “loan or grant funds to [the Successor Agency] for administrative costs, enforceable obligations, or project-related expenses at the [City’s] discretion, but the receipt and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans.”

K. As authorized by and pursuant to Section 34173(h) of the Dissolution Act, the City desires to assist the Successor Agency by providing a loan to the Successor Agency in an amount not to exceed the ROPS 13-14A Deficit Amount and any Future Deficit Amount and/or any Operations Loan Amount (defined below), to enable the Successor Agency to pay its enforceable obligations and administrative expenses during the ROPS 13-14A Period and in future ROPS periods to the extent approved by the City Manager and Successor Agency Executive Director.

L. This Agreement shall be subject to approval by the Oversight Board to the Successor Agency and shall be included on the ROPS for the period from July 1, 2014 to December 31, 2014, ("ROPS 14-15A") and subsequent ROPS periods, as necessary, and, as such, shall be subject to the approval of the DOF.

M. Provided that this Agreement is approved as an enforceable obligation on ROPS 14-15A (and/or future ROPS), the Successor Agency shall repay all amounts disbursed by the City to or on behalf of the Successor Agency, in accordance with this Agreement, from RPTTF moneys received by the Successor Agency pursuant to ROPS 14-15A and any future ROPS.
R. City and Successor Agency desire to affirm and document an on-going cooperative arrangement regarding administrative and operational services and payment for services by entering into this contract whereby City agrees to provide administrative and operational services (including funding enforceable obligations to the extent of RPTTF shortages), Successor Agency agrees to pay City for the cost of all such services to be provided by City in an amount equal to the Successor Agency Administrative Budget and ROPS prepared pursuant to California Health and Safety Code Section 34177(j) and (l) and approved by the Oversight Board for each six-month period and fiscal year under the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. Reimbursement of Administrative Expenses. The Successor Agency shall be liable to the City for the payment of its administrative expenses ("Administrative Expenses") as set forth in this Agreement and as adopted as part of each Administrative Budget prepared and approved by the Successor Agency, and as approved by the Oversight Board, as each such Administrative Budget may be amended, revised or reconciled from time to time. These Administrative Expenses shall be in addition to any direct program or project expenses ("Program Expenses") incurred and noted on each ROPS, including salary and benefits of employees funded by the Successor Agency for Program Expenses. The Successor Agency shall also be liable to the City for payment of these Program Expenses where they are adopted as part of a ROPS.

2. Services to be Provided. City agrees to continue to aid and cooperate and shall aid and cooperate in the planning, undertaking, construction and operation of remaining enforceable obligations of the Successor Agency previously incurred by the former Agency as it relates to enforceable obligations of the former Agency within the City, provided the cost of such services are paid by Successor Agency. At the request of Successor Agency through the City Manager, City and its officers and employees shall perform services for Successor Agency in carrying out its work related to meeting the former Agency’s enforceable obligations and for winding down the activities of the former Agency and Successor Agency shall have access to any and all personnel and the facilities of the departments and offices of the City. Those City officers and employees who are also appointed to positions or offices with or related to the Successor Agency shall perform services for each agency in a dual capacity. The City Manager and other appropriate City officials on behalf of the City and the Successor Agency, and duly authorized designees, shall determine and establish the procedures to be followed in requesting and rendering such services. The costs of administrative services shall be considered Administrative Expenses in the Successor Agency’s annual Administrative Budget. The costs of other Successor Agency Program Expenses where supported by City services shall be identified as specific line items on each ROPS and shall not constitute part of the estimated Administrative Expenses identified in Section 1.

3. Succeeding Years during Term of Agreement. The procedure set forth above in Section 2 shall be undertaken by Successor Agency, the Oversight Board, and City for each successive six-month period and for each fiscal year during the term of this Agreement based on each approved Administrative Budget and ROPS prepared pursuant to the Dissolution Act.
4. **City Cost Allocation Plan: Estimated Cost of Administrative Services and Facilities.** Administrative Expenses and Program Expenses shall be calculated in the manner set forth in City's cost allocation plan, or other applicable reasonable cost allocation and accounting plan approved by the parties that conforms with generally accepted accounting principles and that is generally applicable to all users of services and facilities of the City ("Cost Allocation Plan"). The specific costs to be allocated herein shall be based upon the cost of the following categories of services:

   a. **Wages and Benefits.** Wage and benefit expenses incurred in connection with City employees described to perform administrative services work for the Successor Agency (as opposed to direct program or project work as identified as "Program Expenses" related to enforceable obligations), including salaries, wages, and fringe benefits. The costs attributable to employees who devote less than 100% of their time to the Successor Agency shall be allocated in accordance with the Cost Allocation Plan.

   b. **General Overhead.** A general indirect administrative operating expenses and overhead support charge shall be determined in accordance with the Cost Allocation Plan and Successor Agency Annual Administrative Budget.

   c. **Specific Services.** All expenses that City may actually incur in providing specific administrative services on behalf of Successor Agency including, but not limited to, audit services, lease of space to accommodate Successor Agency's activities, City finance, auditor and accounting services, property insurance for Successor Agency's assets and properties, professional services, contracts for real estate data and information, department supplies, mail and postage services, equipment maintenance, and IT support. Operational services that relate directly and specifically to certain programs, contracts, and/or projects such as engineering design, planning, contract costs, contract administration, inspection and/or surveys shall be considered Program Expenses and shall be so listed and included as direct costs in each ROPS, subject to the Dissolution Act and other applicable laws.

5. **Annual Expenses Deemed City Advance.** For each year in which Successor Agency does not have adequate funds to pay and reimburse for Administrative Expenses as shown in the adopted Administrative Budget each such amount shall be deemed an advance by City to Successor Agency and such amount shall be deemed to have been loaned by City to Successor Agency ("Operations Loan Amount") subject to applicable laws.

6. **Loan Agreement.** Subject to Oversight Board approval of this Agreement and DOF approval of a ROPS that expressly lists this Agreement as an enforceable obligation, the City hereby agrees to loan to the Successor Agency and Successor Agency hereby agrees to borrow from the City an amount of up to the ROPS 13-14A Deficit Amount and, if applicable, Future Deficit Amounts and/or Operations Loan Amounts ("City Loan").

   a. **Interest.** Outstanding principal on the City Loan shall accrue interest from the date of disbursement to or on behalf of the Successor Agency at the rate earned on moneys invested in the Local Agency Investment Fund ("LAIF") pursuant to Section 16429.1 et seq. of the California Government Code and as computed by the City Finance Director.
b. **Loan Amount.** The loan amount of the City Loan shall include the principal amount (as increased from time to time) plus accrued interest (together, “Loan Amount”).

c. **Term of City Loan.** The City Loan shall be in full force and effect from the date of the initial disbursements thereof until such time as the entire Loan Amount of the City Loan has been repaid in full.

7. **Repayment of City Loan.** Successor Agency shall repay the City Loan to City promptly upon receipt of RPTTF moneys for the ROPS 14-15A period, and for and during each subsequent ROPS periods, if necessary, to repay the City Loan in full; provided however, that this Agreement shall have been approved by the Oversight Board and DOF as an enforceable obligation on ROPS 14-15A (and each subsequent ROPS, until the City Loan is repaid in full). Subject to Section 9 below, Successor Agency shall repay the entire outstanding principal balance of the City Loan (up to the amount of RPTTF moneys available for such purpose) to the City on or before five (5) working days following the date the Successor Agency receives a disbursement of RPTTF moneys for the ROPS 14-15A period (and/or subsequent ROPS periods, as necessary).

8. **Source of Repayment: Limited Subordination.**

a. Except as provided in paragraph b. below of this Section 9, the City Loan shall be repaid on par with any enforceable obligations falling within Section 34183(a)(2)(C) of the Dissolution Act (debts not qualifying as tax allocation bonds and certain revenue bonds).

b. The City hereby agrees to defer payment on the City Loan during the six month period covered by ROPS IV and during each subsequent ROPS period, if any, to the extent that repayment in that period would leave insufficient funds to the Successor Agency to satisfy other contractual obligations covered by Section 34183(a)(2)(C) which: (i) are due in that six-month period; and (ii) were in existence as of the date of this Agreement.

c. Unless legally prohibited or waived by the City, any portion of the unpaid City Loan shall also be repaid from other revenues available to the Successor Agency, such as the proceeds of asset sales and rents (but in no event from revenues or assets of the housing successor, the Porterville Housing Authority). These payments shall augment and supplement the required payments described in Sections 3 and 4a. above.

9. **Additional Successor Agency Obligations.** Successor Agency hereby covenants and agrees that Successor Agency shall perform the following obligations:

a. The Successor Agency shall submit this Agreement to the Oversight Board for approval prior to or concurrently with the Oversight Board’s consideration and approval of ROPS 14-15A as required by Sections 34179(h) and 34180 of the Dissolution Act.

b. The Successor Agency shall include this Agreement as an enforceable obligation on ROPS 14-15A in accordance with Sections 34177(m) and 34179(h) of the Dissolution Act and shall submit all necessary and appropriate documentation to DOF to support DOF’s consideration and approval of this Agreement as an enforceable obligation on ROPS 14-
15A. The Successor Agency shall include this Agreement on each successive ROPS for the Successor Agency until full Loan Amount of the City Loan is repaid by the Successor Agency.

10. **General Provisions.**

   a. **Approvals and Actions.**

      (i) Successor Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Successor Agency's Executive Director or his or her duly authorized representative ("Executive Director"). The Executive Director shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of Successor Agency so long as such actions do not add to the costs incurred or to be incurred by Successor Agency as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform.

      (ii) City shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager or his or her duly authorized representative. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not add to the costs incurred or to be incurred by City as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

   b. **Default.** The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the defaulting party to damages and other liabilities or remedies. If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

   c. **Attorneys' Fees.** In the event of any action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees, expert witness fees and costs of litigation from the other party, including without limitation, any post-judgment fees, costs, or expenses incurred on any appeal or in collection of any judgment.
d. **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

e. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

f. **Term of Agreement.** This Agreement shall be in full force and effect commencing on the date this Agreement has been (i) approved by the Oversight Board and (ii) included on a ROPS that is approved by the DOF. This Agreement shall terminate upon repayment to the City of the entire outstanding balance of the City Loan.

g. **Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

i. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties with respect to the subject matter of this Agreement, and may be amended only in writing.

j. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

k. **No Third Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the Successor Agency and City and not for the benefit of any other person or entity.
IN WITNESS WHEREOF, the parties have caused this Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan to be executed by their officers thereunto duly authorized on the date first above written.

CITY OF PORTERVILLE, a California municipal corporation

By: John D. Lollis, City Manager

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic

By: Bradley D. Dunlap, Executive Director

ATTEST:

John D. Lollis, City Clerk
on behalf of the Successor Agency
RESOLUTION

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
OF THE PORTERVILLE REDEVELOPMENT AGENCY
APPROVING THE AGREEMENT FOR REIMBURSEMENT
OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN BY AND
BETWEEN THE CITY OF PORTERVILLE AND THE SUCCESSOR AGENCY
TO THE PORTERVILLE REDEVELOPMENT AGENCY PURSUANT TO
HEALTH & SAFETY CODE SECTION 34173(h), AND MAKING CERTAIN
FINDINGS IN ACCORDANCE THEREWITH

WHEREAS, the City of Porterville ("City") is a municipal corporation and charter city
organized and operating under the laws of the State of California; and

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency ("Successor
Agency") is a public entity corporate and politic, organized and operating under Part 1.85 of Division
24 of the Dissolution Act (as defined below); and

WHEREAS, the Porterville Redevelopment Agency ("former Agency") previously was a
California public body, corporate and politic, duly formed by the City Council of the City
("City Council") and organized, existing and exercising the powers of a community redevelopment
agency under the California Community Redevelopment Law, Health & Safety Code Section 33000,
et seq.; and

WHEREAS, Assembly Bill x1 26 ("AB x1 26") chartered and effective on June 27, 2011,
added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws were
modified, in part, and determined constitutional by the California Supreme Court in the petition
("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment
agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws
were amended further by Assembly Bill 1484 ("AB 1484") that was chartered and effective on June
27, 2012 (together AB x1 26, the Matosantos Decision, and AB 1484 are referred to as the
"Dissolution Act"); and

WHEREAS, all statutory references herein are to the Dissolution Act unless otherwise stated;
and

WHEREAS, as of February 1, 2012, the former Agency became a dissolved community
redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the Successor Agency is performing its
functions as the successor agency under the Dissolution Act to administer the enforceable obligations
of the former Agency and is engaged in activities necessary and appropriate to wind down the
activities of the former Agency's Porterville Redevelopment Project No. 1 that was originally
adopted and amended by ordinances of the City Council, and otherwise unwind the former Agency's
affairs, all subject to the review and approval by a seven-member Oversight Board formed
thereunder; and

Attachment 4
WHEREAS, the Successor Agency has adopted an Administrative Budget and a Recognized Obligation Payment Schedule ("ROPS") pursuant to Health and Safety Code Section 34177, subdivisions (j) and (l), for the period from July 1, 2013 to December 31, 2013 ("ROPS 13-14A Period"), both of which have been approved by the Oversight Board to the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF"); and

WHEREAS, the Successor Agency anticipated that there would be a deficit of Redevelopment Property Tax Trust Funds ("RPTTF") available to pay enforceable obligations and administrative expenses as shown on the approved administrative budget ("Administrative Budget") and ROPS for the ROPS 13-14A Period in the actual amount of $93,791 ("ROPS 13-14A Deficit Amount"); and

WHEREAS, the Successor Agency anticipates that RPTTF deficits may occur in future ROPS periods as well ("Future Deficit Amount"), although it is not possible to accurately predict future RPTTF revenues; and

WHEREAS, in addition, employees of the City perform day-to-day administration and operation of the Successor Agency's duties and functions; since the former Agency was originally formed and upon the Successor Agency's effectiveness as of February 1, 2012, the City has provided and shall continue to provide services to the Successor Agency, including but not limited to providing administrative, accounting, auditing, planning, engineering, legal, risk management, financial, clerical, record-keeping, and other services necessary for the Successor Agency to carry out its responsibilities; and

WHEREAS, Section 34173(h) of the Dissolution Act authorizes the City to "loan or grant funds to [the Successor Agency] for administrative costs, enforceable obligations, or project-related expenses at the [City's] discretion, but the receipt and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans"; and

WHEREAS, as authorized by and pursuant to Section 34173(h) of the Dissolution Act, the City and Successor Agency entered into an Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan ("Agreement"), attached as Exhibit A, to provide for the City to assist the Successor Agency by providing a loan to the Successor Agency in an amount not to exceed the ROPS 13-14A Deficit Amount and any Future Deficit Amount and/or any Operations Loan Amount (defined below), to enable the Successor Agency to pay its enforceable obligations and administrative expenses during the ROPS 13-14A Period and in future ROPS periods to the extent approved by the City Manager and Successor Agency Executive Director; and

WHEREAS, the Agreement shall be subject to approval by the Oversight Board to the Successor Agency and shall be included on the ROPS for the period from July 1, 2014 to December 31, 2014, ("ROPS 14-15A") and subsequent ROPS periods, as necessary, and, as such, shall be subject to the approval of the DOF; and

WHEREAS, provided that the Agreement is approved as an enforceable obligation on ROPS 14-15A (and/or future ROPS), the Successor Agency shall repay all amounts disbursed by the City to or on behalf of the Successor Agency, in accordance with the Agreement, from RPTTF moneys received by the Successor Agency pursuant to ROPS 14-15A and any future ROPS; and
WHEREAS, pursuant to the Agreement, City and Successor Agency also desire to affirm and document an on-going cooperative arrangement regarding administrative and operational services and payment for services by entering into this contract whereby City agrees to provide administrative and operational services (including funding enforceable obligations to the extent of RPTTF shortages), Successor Agency agrees to pay City for the cost of all such services to be provided by City in an amount equal to the Successor Agency Administrative Budget and ROPS prepared pursuant to California Health and Safety Code Section 34177(j) and (l) and approved by the Oversight Board for each six-month period and fiscal year under the term of this Agreement; and

WHEREAS, the City approved the Agreement subject to approval by the Oversight Board and the DOF.

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE PORTERVILLE REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. The City Council and the Successor Agency to the Porterville Redevelopment Agency approved the Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan by and between the City and the Successor Agency ("Agreement"), with such changes as may be mutually agreed upon by the City Manager (or his duly authorized representative), the Successor Agency’s Executive Director and the City’s legal counsel, as are minor and in substantial conformance with the form of the Agreement which has been submitted herewith.

Section 3. The Oversight Board approves the Agreement in the amount of $93,791 for the ROPS 13-14A Period, and shall include the Agreement as an enforceable obligation in the ROPS 14-15A Period.

Section 4. The Board Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2014.

By:

Dr. John Snavely, Chair
Oversight Board to the Successor Agency of the Porterville Redevelopment Agency

ATTEST:

Patrice Hildreth, Board Secretary
AGREEMENT FOR REIMBURSEMENT OF COSTS
AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN

This AGREEMENT FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN ("Agreement") is made and entered into as of November 19, 2013, by and between the CITY OF PORTERVILLE, a California municipal corporation ("City"), and the SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic ("Successor Agency").

RECITALS

A. The City is a municipal corporation organized and operating under the laws of the State of California.

B. The Successor Agency is a public entity corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Act (as defined in Recital D, below).

C. The Porterville Redevelopment Agency ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City of Porterville ("City Council") and organized, existing and exercising the powers of a community redevelopment agency under the California Community Redevelopment Law, Health & Safety Code Section 33000, et seq.

D. Assembly Bill x1 26 ("AB x1 26") chartered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No. S194861 ("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was chartered and effective on June 27, 2012, (together AB x1 26, the Matosantos Decision, and AB 1484 are referred to as the "Dissolution Act"). All statutory references herein are to the Dissolution Act unless otherwise stated.

E. As of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act.

F. As of and on and after February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the activities of the former Agency’s Porterville Redevelopment Project No. 1 that was originally adopted and amended by ordinances of the City Council, and otherwise unwind the former Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder.
G. Successor Agency has adopted an Administrative Budget and a Recognized Obligation Payment Schedule ("ROPS") pursuant to Health and Safety Code Section 34177, subdivisions (j) and (l), for the period from July 1, 2013 to December 31, 2013 ("ROPS 13-14A Period"), both of which have been approved by the Oversight Board to the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF").

H. Successor Agency anticipates that there will be a deficit of Redevelopment Property Tax Trust Funds ("RPTTF") available to pay enforceable obligations and administrative expenses as shown on the approved administrative budget ("Administrative Budget") and ROPS for the ROPS 13-14A Period in the amount of approximately $110,000 ("ROPS 13-14A Deficit Amount"). Successor Agency anticipates that RPTTF deficits may occur in future ROPS periods as well ("Future Deficit Amount"), although it is not possible to accurately predict future RPTTF revenues.

I. In addition, employees of the City perform day-to-day administration and operation of the Successor Agency's duties and functions. Since the former Agency was originally formed and upon the Successor Agency's effectiveness as of February 1, 2012, the City has provided and shall continue to provide services to the Successor Agency, including but not limited to providing administrative, accounting, auditing, planning, engineering, legal, risk management, financial, clerical, record-keeping, and other services necessary for the Successor Agency to carry out its responsibilities.

J. Section 34173(h) of the Dissolution Act authorizes the City to "loan or grant funds to [the Successor Agency] for administrative costs, enforceable obligations, or project-related expenses at the [City's] discretion, but the receipt and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans."

K. As authorized by and pursuant to Section 34173(h) of the Dissolution Act, the City desires to assist the Successor Agency by providing a loan to the Successor Agency in an amount not to exceed the ROPS 13-14A Deficit Amount and any Future Deficit Amount and/or any Operations Loan Amount (defined below), to enable the Successor Agency to pay its enforceable obligations and administrative expenses during the ROPS 13-14A Period and in future ROPS periods to the extent approved by the City Manager and Successor Agency Executive Director.

L. This Agreement shall be subject to approval by the Oversight Board to the Successor Agency and shall be included on the ROPS for the period from July 1, 2014 to December 31, 2014, ("ROPS 14-15A") and subsequent ROPS periods, as necessary, and, as such, shall be subject to the approval of the DOF.

M. Provided that this Agreement is approved as an enforceable obligation on ROPS 14-15A (and/or future ROPS), the Successor Agency shall repay all amounts disbursed by the City to or on behalf of the Successor Agency, in accordance with this Agreement, from RPTTF moneys received by the Successor Agency pursuant to ROPS 14-15A and any future ROPS.
R. City and Successor Agency desire to affirm and document an on-going cooperative arrangement regarding administrative and operational services and payment for services by entering into this contract whereby City agrees to provide administrative and operational services (including funding enforceable obligations to the extent of RPTTF shortages), Successor Agency agrees to pay City for the cost of all such services to be provided by City in an amount equal to the Successor Agency Administrative Budget and ROPS prepared pursuant to California Health and Safety Code Section 34177(j) and (l) and approved by the Oversight Board for each six-month period and fiscal year under the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. **Reimbursement of Administrative Expenses.** The Successor Agency shall be liable to the City for the payment of its administrative expenses ("Administrative Expenses") as set forth in this Agreement and as adopted as part of each Administrative Budget prepared and approved by the Successor Agency, and as approved by the Oversight Board, as each such Administrative Budget may be amended, revised or reconciled from time to time. These Administrative Expenses shall be in addition to any direct program or project expenses ("Program Expenses") incurred and noted on each ROPS, including salary and benefits of employees funded by the Successor Agency for Program Expenses. The Successor Agency shall also be liable to the City for payment of these Program Expenses where they are adopted as part of a ROPS.

2. **Services to be Provided.** City agrees to continue to aid and cooperate and shall aid and cooperate in the planning, undertaking, construction and operation of remaining enforceable obligations of the Successor Agency previously incurred by the former Agency as it relates to enforceable obligations of the former Agency within the City, provided the cost of such services are paid by Successor Agency. At the request of Successor Agency through the City Manager, City and its officers and employees shall perform services for Successor Agency in carrying out its work related to meeting the former Agency's enforceable obligations and for winding down the activities of the former Agency and Successor Agency shall have access to any and all personnel and the facilities of the departments and offices of the City. Those City officers and employees who are also appointed to positions or offices with or related to the Successor Agency shall perform services for each agency in a dual capacity. The City Manager and other appropriate City officials on behalf of the City and the Successor Agency, and duly authorized designees, shall determine and establish the procedures to be followed in requesting and rendering such services. The costs of administrative services shall be considered Administrative Expenses in the Successor Agency's annual Administrative Budget. The costs of other Successor Agency Program Expenses where supported by City services shall be identified as specific line items on each ROPS and shall not constitute part of the estimated Administrative Expenses identified in Section 1.

3. **Succeeding Years during Term of Agreement.** The procedure set forth above in Section 2 shall be undertaken by Successor Agency, the Oversight Board, and City for each successive six-month period and for each fiscal year during the term of this Agreement based on each approved Administrative Budget and ROPS prepared pursuant to the Dissolution Act.
4. **City Cost Allocation Plan: Estimated Cost of Administrative Services and Facilities.** Administrative Expenses and Program Expenses shall be calculated in the manner set forth in City's cost allocation plan, or other applicable reasonable cost allocation and accounting plan approved by the parties that conforms with generally accepted accounting principles and that is generally applicable to all users of services and facilities of the City ("Cost Allocation Plan"). The specific costs to be allocated herein shall be based upon the cost of the following categories of services:

a. **Wages and Benefits.** Wage and benefit expenses incurred in connection with City employees described to perform administrative services work for the Successor Agency (as opposed to direct program or project work as identified as "Program Expenses" related to enforceable obligations), including salaries, wages, and fringe benefits. The costs attributable to employees who devote less than 100% of their time to the Successor Agency shall be allocated in accordance with the Cost Allocation Plan.

b. **General Overhead.** A general indirect administrative operating expenses and overhead support charge shall be determined in accordance with the Cost Allocation Plan and Successor Agency Annual Administrative Budget.

c. **Specific Services.** All expenses that City may actually incur in providing specific administrative services on behalf of Successor Agency including, but not limited to, audit services, lease of space to accommodate Successor Agency's activities, City finance, auditor and accounting services, property insurance for Successor Agency's assets and properties, professional services, contracts for real estate data and information, department supplies, mail and postage services, equipment maintenance, and IT support. Operational services that relate directly and specifically to certain programs, contracts, and/or projects such as engineering, planning, contract costs, contract administration, inspection and/or surveys shall be considered Program Expenses and shall be so listed and included as direct costs in each ROPS, subject to the Dissolution Act and other applicable laws.

5. **Annual Expenses Deemed City Advance.** For each year in which Successor Agency does not have adequate funds to pay and reimburse for Administrative Expenses as shown in the adopted Administrative Budget each such amount shall be deemed an advance by City to Successor Agency and such amount shall be deemed to have been loaned by City to Successor Agency ("Operations Loan Amount") subject to applicable laws.

6. **Loan Agreement.** Subject to Oversight Board approval of this Agreement and DOF approval of a ROPS that expressly lists this Agreement as an enforceable obligation, the City hereby agrees to loan to the Successor Agency and Successor Agency hereby agrees to borrow from the City an amount of up to the ROPS 13-14A Deficit Amount and, if applicable, Future Deficit Amounts and/or Operations Loan Amounts ("City Loan").

a. **Interest.** Outstanding principal on the City Loan shall accrue interest from the date of disbursement to or on behalf of the Successor Agency at the rate earned on moneys invested in the Local Agency Investment Fund ("LAIF") pursuant to Section 16429.1 et seq. of the California Government Code and as computed by the City Finance Director.
b. **Loan Amount.** The loan amount of the City Loan shall include the principal amount (as increased from time to time) plus accrued interest (together, "Loan Amount").

c. **Term of City Loan.** The City Loan shall be in full force and effect from the date of the initial disbursements thereof until such time as the entire Loan Amount of the City Loan has been repaid in full.

7. **Repayment of City Loan.** Successor Agency shall repay the City Loan to City promptly upon receipt of RPTTF moneys for the ROPS 14-15A period, and for and during each subsequent ROPS periods, if necessary, to repay the City Loan in full; provided however, that this Agreement shall have been approved by the Oversight Board and DOF as an enforceable obligation on ROPS 14-15A (and each subsequent ROPS, until the City Loan is repaid in full). Subject to Section 9 below, Successor Agency shall repay the entire outstanding principal balance of the City Loan (up to the amount of RPTTF moneys available for such purpose) to the City on or before five (5) working days following the date the Successor Agency receives a disbursement of RPTTF moneys for the ROPS 14-15A period (and/or subsequent ROPS periods, as necessary).

8. **Source of Repayment: Limited Subordination.**

a. Except as provided in paragraph b. below of this Section 9, the City Loan shall be repaid on par with any enforceable obligations falling within Section 34183(a)(2)(C) of the Dissolution Act (debts not qualifying as tax allocation bonds and certain revenue bonds).

b. The City hereby agrees to defer payment on the City Loan during the six month period covered by ROPS IV and during each subsequent ROPS period, if any, to the extent that repayment in that period would leave insufficient funds to the Successor Agency to satisfy other contractual obligations covered by Section 34183(a)(2)(C) which: (i) are due in that six-month period; and (ii) were in existence as of the date of this Agreement.

c. Unless legally prohibited or waived by the City, any portion of the unpaid City Loan shall also be repaid from other revenues available to the Successor Agency, such as the proceeds of asset sales and rents (but in no event from revenues or assets of the housing successor, the Porterville Housing Authority). These payments shall augment and supplement the required payments described in Sections 3 and 4a. above.

9. **Additional Successor Agency Obligations.** Successor Agency hereby covenants and agrees that Successor Agency shall perform the following obligations:

a. The Successor Agency shall submit this Agreement to the Oversight Board for approval prior to or concurrently with the Oversight Board’s consideration and approval of ROPS 14-15A as required by Sections 34179(h) and 34180 of the Dissolution Act.

b. The Successor Agency shall include this Agreement as an enforceable obligation on ROPS 14-15A in accordance with Sections 34177(m) and 34179(h) of the Dissolution Act and shall submit all necessary and appropriate documentation to DOF to support DOF’s consideration and approval of this Agreement as an enforceable obligation on ROPS 14-
15A. The Successor Agency shall include this Agreement on each successive ROPS for the Successor Agency until full Loan Amount of the City Loan is repaid by the Successor Agency.


a. Approvals and Actions.

(i) Successor Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Successor Agency’s Executive Director or his or her duly authorized representative (“Executive Director”). The Executive Director shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of Successor Agency so long as such actions do not add to the costs incurred or to be incurred by Successor Agency as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform.

(ii) City shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager or his or her duly authorized representative. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not add to the costs incurred or to be incurred by City as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

b. Default. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the defaulting party to damages and other liabilities or remedies. If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party’s rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

c. Attorneys’ Fees. In the event of any action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover its actual attorneys’ fees, expert witness fees and costs of litigation from the other party, including without limitation, any post-judgment fees, costs, or expenses incurred on any appeal or in collection of any judgment.
d. **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

e. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

f. **Term of Agreement.** This Agreement shall be in full force and effect commencing on the date this Agreement has been (i) approved by the Oversight Board and (ii) included on a ROPS that is approved by the DOF. This Agreement shall terminate upon repayment to the City of the entire outstanding balance of the City Loan.

g. **Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

i. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties with respect to the subject matter of this Agreement, and may be amended only in writing.

j. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

k. **No Third Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the Successor Agency and City and not for the benefit of any other person or entity.
IN WITNESS WHEREOF, the parties have caused this *Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan* to be executed by their officers thereunto duly authorized on the date first above written.

CITY OF PORTERVILLE, a California municipal corporation

By: [Signature]

John D. Lollis, City Manager

ATTEST:

[Signature]

Patrice Hildreth, Chief Deputy City Clerk

SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic

By: [Signature]

Bradley D. Dunlap, Executive Director

ATTEST:

[Signature]

John D. Lollis, City Clerk

on behalf of the Successor Agency
OVERSIGHT BOARD AGENDA: FEBRUARY 7, 2014

SCHEDULED MATTER

SUBJECT: OVERSIGHT BOARD REVIEW AND APPROVAL OF PROPOSED LONG RANGE PROPERTY MANAGEMENT PLAN

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: Health and Safety Code Section 34191.5, as modified by AB 1484, requires the Successor Agency to the Porterville Redevelopment Agency to prepare a Long Range Property Management Plan (Plan) that addresses the disposition and use of the real properties of the former redevelopment agency within six months of receiving a Finding of Completion from the Department of Finance (DOF). The DOF issued a Finding of Completion on August 7, 2013. The Successor Agency reviewed the Plan and directed staff to seek approval by the Oversight Board on February 4, 2014.

The Plan is required to include an inventory of all properties and shall include the following information: (a) Date of the acquisition and the value of the property at that time, and an estimate of the current value of the property; (b) the purpose for which the property was acquired; (c) parcel data, including address, lot size, and current zoning; (d) an estimate of the current value of the parcel including, if available, any appraisal information; (e) an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds; (f) the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts; (g) a description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the successor agency; and (h) a brief history of previous development proposals and activity, including the rental or lease of property.

Under Section 34191.5, the Plan shall be approved by the Oversight Board and the Department of Finance prior to any property being transferred.

RECOMMENDATION: That the Oversight Board:

1. Approve the proposed Long Range Property Management Plan, prepared pursuant to Health & Safety Code Section 34191.5; and

2. Adopt a Resolution approving the Long Range Property Management Plan and direct Successor Agency staff to submit the Plan to the Department of Finance.

DD

APPROPRIATED/FUNDED

ITEM NO. 2
ATTACHMENTS:

1. Proposed Long Range Property Management Plan
2. A Resolution of the Oversight Board approving the Long Range Property Management Plan, pursuant to Health & Safety Code Section 34191.5 and Directing Transmittal of the Long Range Property Management Plan to the Department of Finance
LONG-RANGE PROPERTY MANAGEMENT PLAN

SUCCESSOR AGENCY TO THE FORMER
PORTERVILLE REDEVELOPMENT AGENCY

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
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Long-Range Property Management Plan

Successor Agency to the former
Porterville Redevelopment Agency

INTRODUCTION

The City of Porterville (City) is located in the south central portion of the San Joaquin Valley, at the base of the foothills of the Sierra Nevada Mountains, in Tulare County. The California Department of Finance (DOF) reports the City population to be 55,490 as of January 1, 2013.

With the discovery of gold in California in 1848, came vast numbers of settlers from across the United States and abroad. This tremendous migration to California rolled through Porterville between 1840 and 1852. In 1854, Peter Goodhue established the Butterfield Overland Mail Stage Station on the banks of the old Tule River Channel. This was the stopping place along the Emigrant Train which is Main Street today. In 1860, Royal Porter Putnam came to work at the station, and assumed command of lodging and trading facilities. He purchased 40 acres of land from Goodhue, surveyed and divided the land into town lots and officially recorded this tract in 1870. Porterville was founded in 1864 and named after Royal Porter Putnam. In 1888, Porterville’s first railroad, the Southern Pacific Railway, came to town. This transformed the small town into an agricultural marketing center. The City of Porterville was incorporated in 1902.
The former Porterville Redevelopment Agency (Agency) was created pursuant to § 33000 of the California Health and Safety Code Community Redevelopment Law. The City Council adopted Project Area No. 1 containing approximately 471 acres on July 3, 1990, by Ordinance No. 1436. On July 6, 2004, the City Council adopted Amendment No. 1 which removed 26 acres from the Project Area by Ordinance No. 1655. In August of 2010, an Amendment to Project Area No. 1 was adopted by Ordinance No. 1765. This Amendment added approximately 1,698 acres to the area for a total of 2,143 acres.

Currently, the Project Area is zoned for a variety of land uses. The area includes mostly developed land, including, but not limited to, shopping areas, commercial developments, public parking lots, public buildings, and housing.

Dissolution of Porterville Redevelopment Agency

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484), a budget trailer bill that made substantial changes to the redevelopment agency dissolution process implemented by Assembly Bill 1X26 (AB 1X 26). One of the key components of AB 1484 is the requirement that all successor agencies develop a long-range property management plan that governs the disposition and use of the former redevelopment agency’s properties. This document is the Long-Range Property Management Plan (Plan) for the Successor Agency to the former Porterville Redevelopment Agency (Agency).

This Long Range Property Management Plan was prepared in compliance with Health and Safety Code §34191.5

SUMMARY OF PROPERTIES OWNED BY THE SUCCESSOR AGENCY

There are six (6) properties owned and controlled by the Agency and one property that has been approved by the Oversight Board and the Department of Finance as an approved expenditure of bond proceeds to acquire, demolish, remediate and release the property for sale. Parcels 1 through 6 were acquired by the former Porterville Redevelopment Agency in an effort to revitalize a portion of the downtown area. These seven (7) properties are subject to the provisions of the Agency’s Redevelopment Strategic Plan and the Five-Year Implementation Plan and amendment adopted in 2010. The properties include the following:

Parcel 1  APN 253-177-008. The property is located at the southeast corner of Garden Avenue and Second Street. The property is zoned DMX (Downtown Mixed-Use) and is 40,777 square feet. It is developed and currently used as a public parking lot.

Parcel 2  APN 261-123-001. The property is located at the northeast corner of Olive Avenue and Second Street. The property is zoned DR-N (Downtown Retail – North of Olive) and is 23,210 square feet. It is developed and currently used as a public parking lot.
Parcel 3  APN 253-207-008. The property is located at the northwest corner of Thurman and Second Street. The property is zoned D-PO (Downtown Professional Office) and is 26,400 square feet. It is developed and currently used as a public parking lot.

Parcel 4  The property is located at the southeast corner of Morton and Fourth Street. The property is zoned D-PO (Downtown Professional Office) and is 29,192 square feet. It is developed and currently used as a public parking lot.

Parcel 5  APN 252-183-006. The property address is 293 N. Hockett Street. The property is zoned D-PO (Downtown Professional Office) and is 6,050 square feet. It is currently undeveloped vacant land, but utilized as parking for City vehicles.

Parcel 6  APN 252-183-007. The property address is 287 N. Hockett Street. The property is zoned D-PO (Downtown Professional Office) and is 7,150 square feet. It is developed with a 2,446 square feet office building. The building is vacant.

Parcel 7  APN 261-122-007. The property address is 14 N. Main Street and is otherwise known as the “Porterville Hotel Project”. The property is zoned DR-N (Downtown Retail – North of Olive) and is 11,000 square feet. The property was a blighted mixed-use project that was deemed uninhabitable in December 2006. There was a catastrophic fire on December 26, 2013, that damaged the structure beyond repair.

The Successor Agency is interested in transferring ownership of Parcels 1 through 4 to continue utilizing them as public parking. These properties are encumbered with an Operation Use and Maintenance Covenant for public parking facilities that run with the land. Parcels 5 and 6 are proposed to be sold for fair market value with the net proceeds used for enforceable obligations or distributed to the taxing entities. Parcel 7 is proposed to be acquired, in compliance with the expenditure of bond funds as approved by the Oversight Board and Department of Finance, demolished, remediated for environmental concerns, and sold with the net proceeds to be used to defease the bond debt pursuant to Health and Safety Code (HSC) section 34191.4(c)(2)(B).
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PROPOSED USE AND DISPOSITION OF PROPERTIES

Parcel 1
Garden Avenue and Second Street Parking Lot
APN 253-177-008

1. Date of acquisition of the property and the value of it at that time, and an estimate of the current value of the property \( (HSC \ 34191.5(c)(1)(A)) \).

The former Porterville Redevelopment Agency acquired the parcel in January of 1993 for $53,625. An appraisal had been obtained and the property was purchased in an amount equivalent to the appraisal. With the Operation Use and Maintenance Covenant for a public parking facility the property appraised for $143,000 in April 2011.

2. Purpose for which the property was acquired \( (HSC \ 34191.5(c)(1)(B)) \).

The Porterville Redevelopment Agency enacted the original Redevelopment Plan in 1990 for the Porterville Redevelopment Project No. 1 (Project Area) pursuant to Health and Safety Code, Section 33000 et seq. The Redevelopment Plan included objectives to mitigate or eliminate blighting conditions within the Project Area. In addition to rehabilitating aging downtown commercial buildings, the objectives included providing more conveniently located parking in the downtown retail area. In order to implement the objectives, the Redevelopment Plan included an action plan for acquisition of land to develop public parking facilities. A list of Proposed Public Improvements was included in the adoption of the plan. This parcel and subsequent development of the parking lot effectuated two of the listed projects: Project A(4) Main Street Commercial Area Improvement - Parking Lot Improvements in the Central
Business District and Project N(1) Parking Lot Project – Olive to Thurman in Central Business District.

In addition to the Redevelopment Plan, the Redevelopment Agency adopted the Strategic Plan for the Redevelopment Area in February of 1992. The Strategic Plan included an Action Plan which established priority projects and milestones in order to achieve the Strategic Plan’s objectives for the revitalization of the Project Area. The development of parking on this property was an adopted project of Phase A of the Action Plan.

3. Parcel data, including address, lot size, and current zoning (HSC 34191.5(c)(1)(C)).

   APN: 253-177-008
   Address: No site address, southeast corner of Garden Avenue and Second Street
   Lot size: 40,777 square feet
   Zoning: The property is zoned DMX (Downtown Mixed-Use)

4. Estimate of the current value, including appraisal information (HSC 34191.5(c)(1)(D)).

   The property was appraised in April of 2011 for $143,000 with the Operation Use and Maintenance Covenant for a public parking facility. Property values in the Porterville area have remained relatively stable for the last few years. An updated appraisal will be obtained prior to disposition.

5. Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for the disposition of those revenues (HSC 34191.5(c)(1)(E)).

   None.

6. The history of any environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts (HSC 34191.5(c)(1)(F)).

   A Phase 1 environmental was not performed at the time of acquisition. There is no known environmental contamination. The property is not included in or near a site on a list compiled by the Department of Toxic Substances Control.

7. The property’s potential for transit-oriented development and the advancement of the planning objections of the successor agency (HSC 34191.5(c)(1)(G)).

   The City of Porterville Transit system has a bus stop located across the street from the property.
8. A brief history of previous development proposals and activity, including the rental or lease of property \((HSC 34191.5(c)(1)(H))\).

The property has been developed as a public parking lot since 1994. There is no history of previous development proposals and activity.
1. Date of acquisition of the property and the value of it at that time, and an estimate of the current value of the property (HSC 34191.5(c)(1)(A)).

The former Porterville Redevelopment Agency acquired the parcel in February of 1993 for $71,500. An appraisal had been obtained and the property was purchased in an amount equivalent to the appraisal. With the Operation Use and Maintenance Covenant for a public parking facility the property appraised for $97,000 in April 2011.

2. Purpose for which the property was acquired (HSC 34191.5(c)(1)(B)).

The Porterville Redevelopment Agency enacted the original Redevelopment Plan in 1990 for the Porterville Redevelopment Project No. 1 (Project Area) pursuant to Health and Safety Code, Section 33000 et seq. The Redevelopment Plan included objectives to mitigate or eliminate blighting conditions within the Project Area. In addition to rehabilitating aging downtown commercial buildings, the objectives included providing more conveniently located parking in the downtown retail area. In order to implement the objectives, the Redevelopment Plan included an action plan for acquisition of land to develop public parking facilities. A list of Proposed Public Improvements was included in the adoption of the plan. This parcel and subsequent development of the parking lot effectuated two of the listed projects: Project A(4) Main Street Commercial Area Improvement - Parking Lot Improvements in the Central Business District and Project N(1) Parking Lot Project – Olive to Thurman in Central Business District.

In addition to the Redevelopment Plan, the Redevelopment Agency adopted the Strategic Plan for the Redevelopment Area in February of 1992. The Strategic Plan included an Action Plan which established priority projects and milestones in order to achieve the Strategic Plan’s
objectives for the revitalization of the Project Area. The development of parking on this property was an adopted project of Phase A of the Action Plan.

3. **Parcel data, including address, lot size, and current zoning (HSC 34191.5(c)(1)(C)).**

   **APN:** 261-123-001
   **Address:** No site address, northeast corner of Olive Avenue and Second Street
   **Lot size:** 23,210 square feet
   **Zoning:** The property is zoned DR-N (Downtown Retail – North of Olive Avenue)

4. **Estimate of the current value, including appraisal information (HSC 34191.5(c)(1)(D)).**

   The property was appraised in April of 2011 for $97,000 with the Operation Use and Maintenance Covenant for a public parking facility. Property values in the Porterville area have remained relatively stable for the last few years. An updated appraisal will be obtained prior to disposition.

5. **Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for the disposition of those revenues (HSC 34191.5(c)(1)(E)).**

   None.

6. **The history of any environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts (HSC 34191.5(c)(1)(F)).**

   A Phase I environmental was not performed at the time of acquisition. There is no known environmental contamination. The property is not included in or near a site on a list compiled by the Department of Toxic Substances Control.

7. **The property’s potential for transit-oriented development and the advancement of the planning objections of the successor agency (HSC 34191.5(c)(1)(G)).**

   The City of Porterville Transit system has a bus stop located across the street from the property.

8. **A brief history of previous development proposals and activity, including the rental or lease of property (HSC 34191.5(c)(1)(H)).**

   The property has been developed as a public parking lot since 1994. There is no history of previous development proposals and activity.
1. **Date of acquisition of the property and the value of it at that time, and an estimate of the current value of the property (HSC 34191.5(c)(1)(A)).**

   The former Porterville Redevelopment Agency acquired the parcel in July of 1994 for $270,850. The original acquisition was of four parcels. A parcel merger was subsequently completed, forming the existing assessor parcel 253-207-008. An appraisal regarding the value of the property was not obtained at the time of acquisition. With the Operation Use and Maintenance Covenant for a public parking facility the property appraised for $93,000 in April 2011.

2. **Purpose for which the property was acquired (HSC 34191.5(c)(1)(B)).**

   The Porterville Redevelopment Agency enacted the original Redevelopment Plan in 1990 for the Porterville Redevelopment Project No. 1 (Project Area) pursuant to Health and Safety Code, Section 33000 et seq. The Redevelopment Plan included objectives to mitigate or eliminate blighting conditions within the Project Area. In addition to rehabilitating aging downtown commercial buildings, the objectives included providing more conveniently located parking in the downtown retail area. In order to implement the objectives, the Redevelopment Plan included an action plan for acquisition of land to develop public parking facilities. A list of Proposed Public Improvements was included in the adoption of the plan. This parcel and subsequent development of the parking lot effectuated two of the listed projects: Project A(4) Main Street Commercial Area Improvement - Parking Lot Improvements in the Central Business District and Project N(1) Parking Lot Project – Olive to Thurman in Central Business District.
3. Parcel data, including address, lot size, and current zoning *(HSC 34191.5(c)(1)(C)).*

   **APN:** 253-207-008

   **Address:** No site address, northwest corner of Thurman Avenue and Second Street

   **Lot size:** 26,400 square feet

   **Zoning:** The property is zoned D-PO (Downtown Professional Office)

4. **Estimate of the current value, including appraisal information *(HSC 34191.5(c)(1)(D)).***

   The property was appraised in April of 2011 for $93,000 with the Operation Use and Maintenance Covenant for a public parking facility. Property values in the Porterville area have remained relatively stable for the last few years. An updated appraisal will be obtained prior to disposition.

5. **Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for the disposition of those revenues *(HSC 34191.5(c)(1)(E)).***

   None.

6. **The history of any environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts *(HSC 34191.5(c)(1)(F)).***

   A Phase 1 environmental was not performed at the time of acquisition. There is no known environmental contamination. The property is not included in or near a site on a list compiled by the Department of Toxic Substances Control.

7. **The property’s potential for transit-oriented development and the advancement of the planning objections of the successor agency *(HSC 34191.5(c)(1)(G)).***

   The City of Porterville Transit system has a bus stop located at the property.

8. **A brief history of previous development proposals and activity, including the rental or lease of property *(HSC 34191.5(c)(1)(H)).***

   The property has been developed as a public parking lot since 1997. There is no history of previous development proposals and activity.
1. **Date of acquisition of the property and the value of it at that time, and an estimate of the current value of the property (HSC 34191.5(c)(1)(A)).**

   The former Porterville Redevelopment Agency acquired the parcel in November of 1994 for $28,879. An appraisal had been obtained and the property was purchased in an amount equivalent to the appraisal. With the Operation Use and Maintenance Covenant for a public parking facility the property appraised for $102,000 in April 2011.

2. **Purpose for which the property was acquired (HSC 34191.5(c)(1)(B)).**

   The Porterville Redevelopment Agency enacted the original Redevelopment Plan in 1990 for the Porterville Redevelopment Project No. 1 (Project Area) pursuant to Health and Safety Code, Section 33000 et seq. The Redevelopment Plan included objectives to mitigate or eliminate blighting conditions within the Project Area. In addition to rehabilitating aging downtown commercial buildings, the objectives included providing more conveniently located parking in the downtown retail area. In order to implement the objectives, the Redevelopment Plan included an action plan for acquisition of land to develop public parking facilities. A list of Proposed Public Improvements was included in the adoption of the plan. This parcel and subsequent development of the parking lot was identified as Project A(4) Main Street Commercial Area Improvement - Parking Lot Improvements in the Central Business District.

3. **Parcel data, including address, lot size, and current zoning (HSC 34191.5(c)(1)(C)).**

   **APN:** 253-131-001

   **Address:** No site address, southeast corner of Morton Avenue & Fourth Street
Lot size: 29,192 square feet

Zoning: The property is zoned D-PO (Downtown Professional Office)

4. Estimate of the current value, including appraisal information (HSC 34191.5(c)(1)(D)).

The property was appraised in April of 2011 for $102,000 with the Operation Use and Maintenance Covenant for a public parking facility. Property values in the Porterville area have remained relatively stable for the last few years. An updated appraisal will be obtained prior to disposition.

5. Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for the disposition of those revenues (HSC 34191.5(c)(1)(E)).

None.

6. The history of any environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts (HSC 34191.5(c)(1)(F)).

A Phase 1 environmental was not performed at the time of acquisition. The parcel was formerly a portion of the Tulare Valley Railroad Company; however, the parcel was adjacent to the rail line and there is no suspected contamination. The property is not included in or near a site on a list compiled by the Department of Toxic Substances Control.

7. The property's potential for transit-oriented development and the advancement of the planning objections of the successor agency (HSC 34191.5(c)(1)(G)).

The property is incorporated into the Porterville Transit system as a transit bus stop complete with seating and trellis.

8. A brief history of previous development proposals and activity, including the rental or lease of property (HSC 34191.5(c)(1)(H)).

The property has been developed as a public parking lot since 1997. There is no history of previous development proposals and activity.
1. Date of acquisition of the property and the value of it at that time, and an estimate of the current value of the property (HSC 34191.5(c)(1)(A)).

The former Porterville Redevelopment Agency acquired the parcel in February of 2001 for $45,000. An appraisal regarding the value of the property was not obtained at the time of acquisition. In April of 2011, the property appraised for $25,000.

2. Purpose for which the property was acquired (HSC 34191.5(c)(1)(B)).

The purpose of the acquisition fulfilled two objectives of the Redevelopment Plan and the Five Year Implementation Plan 1999-2004: (1) Acquire land for the development of public facilities, i.e. parking lots and (2) the creation of additional parking districts in order to facilitate development.

3. Parcel data, including address, lot size, and current zoning (HSC 34191.5(c)(1)(C)).

APN: 252-183-006

Address: 293 N. Hockett Street

Lot size: 6,050 square feet

Zoning: The property is zoned D-PO (Downtown Professional Office)

4. Estimate of the current value, including appraisal information (HSC 34191.5(c)(1)(D)).

The property was appraised in April of 2011 for $25,000. Property values in the Porterville area have remained relatively stable for the last few years. An updated appraisal will be obtained prior to disposition.
5. Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for the disposition of those revenues (HSC 34191.5(c)(1)(E)).

None.

6. The history of any environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts (HSC 34191.5(c)(1)(F)).

A Phase I environmental was not performed at the time of acquisition. There is no known environmental contamination. The property is not included in or near a site on a list compiled by the Department of Toxic Substances Control.

7. The property’s potential for transit-oriented development and the advancement of the planning objections of the successor agency (HSC 34191.5(c)(1)(G)).

None.

8. A brief history of previous development proposals and activity, including the rental or lease of property (HSC 34191.5(c)(1)(H)).

It was anticipated to develop the property as a public parking facility.
1. **Date of acquisition of the property and the value of it at that time, and an estimate of the current value of the property (HSC 34191.5(c)(1)(A)).**

The former Porterville Redevelopment Agency acquired the parcel in February of 2001 for $132,500. An appraisal regarding the value of the property was not obtained at the time of acquisition. The property appraised for $185,000 in April 2011.

2. **Purpose for which the property was acquired (HSC 34191.5(c)(1)(B)).**

The purpose of the acquisition fulfilled two objectives of the Redevelopment Plan and the Five Year Implementation Plan 1999-2004: (1) Acquire land for the development of public facilities, i.e. parking lots and (2) the creation of additional parking districts in order to facilitate development.

3. **Parcel data, including address, lot size, and current zoning (HSC 34191.5(c)(1)(C)).**

   APN: 252-183-007

   Address: 287 N. Hockett Street

   Lot size: 7,150 square feet

   Zoning: The property is zoned D-PO (Downtown Professional Office)

4. **Estimate of the current value, including appraisal information (HSC 34191.5(c)(1)(D)).**

The property was appraised in April of 2011 for $185,000. Property values in the Porterville area have remained relatively stable for the last few years. An updated appraisal will be obtained prior to disposition.
5. Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for the disposition of those revenues (HSC 34191.5(c)(1)(E)).

None.

6. The history of any environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts (HSC 34191.5(c)(1)(F)).

A Phase 1 environmental was not performed at the time of acquisition. There is no known environmental contamination. The property is not included in or near a site on a list compiled by the Department of Toxic Substances Control.

7. The property’s potential for transit-oriented development and the advancement of the planning objections of the successor agency (HSC 34191.5(c)(1)(G)).

Due to the proximity of the Porterville Transit Center, the building has the potential of being purchased for the transit headquarters.

8. A brief history of previous development proposals and activity, including the rental or lease of property (HSC 34191.5(c)(1)(H)).

There is no history of previous development proposals and activity.
1. Date of acquisition of the property and the value of it at that time, and an estimate of the current value of the property (HSC 34191.5(c)(1)(A)).

The former Porterville Redevelopment Agency obtained bond proceeds, by refunding Agency debt in 2008, to acquire and eliminate the blighted development. The property has not yet been acquired and has not been appraised.

2. Purpose for which the property was acquired (HSC 34191.5(c)(1)(B)).

The property is proposed to be acquired for removal of blight, through the demolition and remediation of environmental concerns, and the sale of the property for future development, in compliance with the expenditure of bond funds, as approved by the Oversight Board and Department of Finance. In accordance with HSC section 34191.4(c)(2)(B), the net proceeds shall be used to defease the bond debt.
3. **Parcel data, including address, lot size, and current zoning (HSC 34191.5(c)(1)(C).**

   APN: 261-122-007

   Address: 14 N. Main Street

   Lot size: 11,000 square feet

   Zoning: The property is zoned DR-N (Downtown Retail – North of Olive Avenue)

4. **Estimate of the current value, including appraisal information (HSC 34191.5(c)(1)(D).**

   The property has not been appraised.

5. **Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for the disposition of those revenues (HSC 34191.5(c)(1)(E).**

   None.

6. **The history of any environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts (HSC 34191.5(c)(1)(F).**

   In 2011, prior to trying to acquire the property, a Phase 1 environmental study was performed on the property. The study found significant asbestos and lead-based paint. Part of the planned demolition, included environmental remediation. Although the fire destroyed the structure, the Agency will continue with plans identified by the bond proceeds to acquire the property, demolish, remediate environmental concerns, and sell the property as a clean site.

7. **The property’s potential for transit-oriented development and the advancement of the planning objections of the successor agency (HSC 34191.5(c)(1)(G).**

   The property is located in the heart of downtown near major retail and employment areas on a major thoroughfare serviced by numerous bus lines.

8. **A brief history of previous development proposals and activity, including the rental or lease of property (HSC 34191.5(c)(1)(H).**

   There is no history of previous development proposals and activity.
EXHIBIT A – LONG RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

EXHIBIT B – LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

EXHIBIT C – RESOLUTION OF THE SUCCESSOR AGENCY

EXHIBIT D – RESOLUTION OF THE OVERSIGHT BOARD
OVERSIGHT BOARD RESOLUTION NO. _______

A RESOLUTION OF THE OVERSIGHT BOARD APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH & SAFETY CODE SECTION 34191.5 AND DIRECTING TRANSMITTAL OF THE LONG RANGE PROPERTY MANAGEMENT PLAN TO THE DEPARTMENT OF FINANCE

WHEREAS, as of and on and after February 1, 2012, in accordance with the provisions of Health and Safety Code 34179(a)(1), the City Council of the City of Porterville serves and acts as the Successor Agency to the dissolved Porterville Redevelopment Agency (Agency) and, by resolution, 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 34191.5 requires the Successor Agency to prepare a Long Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency within six months of receiving a Finding of Completion from the Department of Finance and submit it to the Oversight Board for approval; and

WHEREAS, the Department of Finance issued a Finding of Completion on August 7, 2013, pursuant to Health and Safety Code Section 34179.7; and

WHEREAS, pursuant to Section 34191.5(c)(1), the Long Range Property Management Plan is required to include an inventory of all properties and shall include the following information: (a) Date of the acquisition and value of the property at that time, and an estimate of current value of the property; (b) the purpose for which the property was acquired; (c) parcel data, including address, lot size, and current zoning; (d) an estimate of current value of the parcel including, if available, any appraisal information; (e) an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds; (f) the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts; (g) a description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the successor agency; and (h) a brief history of previous development proposals and activity, including the rental or lease of property; and

WHEREAS, the Successor Agency approved the Long Range Property Management Plan on February 4, 2014 for review and approval by the Oversight Board; and

WHEREAS, the Long Range Property Management Plan, as approved by the Oversight Board, will be provided to the Department of Finance for approval, prior to the disposition of property.
NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD 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 Oversight Board hereby approves the proposed Long Range Property Management Plan in the form attached hereto as Exhibit A and incorporated herein by this reference.

3. Upon approval of the Long Range Property Management Plan 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 Long Range Property Management Plan to the State of California Department of Finance for further approval by the Department of Finance.

4. This Resolution shall be effective immediately upon adoption.

5. The Agency Secretary on behalf of the Oversight Board shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2014.

By: __________________________
Cameron J. Hamilton, Chair

ATTEST:
John D. Lollis, Agency Secretary

______________________________
Patrice Hildreth, Chief Deputy Agency Secretary