CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 18, 2013, 5:30 P.M.

Call to Order
Roll Call

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

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

Roll Call: Agency Members/Chairman

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

JOINT CITY COUNCIL/AGENCY CLOSED SESSION:
A. Closed Session Pursuant to:
   1- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: County of Tulare v. All Persons Interested in the Matter of the Addition of the 2010 Amendment to Redevelopment Plan for the Redevelopment Project Area No. 1, as Adopted by Ordinance 1765 on June 15, 2010, by the City of Porterville, et al., Tulare County Superior Court Case No. 249877.

During Closed Session, the Joint Council/Successor Agency Meeting shall adjourn to a Meeting of the Porterville City Council.

CITY COUNCIL CLOSED SESSION:
B. Closed Session Pursuant to:
   1 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
   5 - Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case concerning the May 9, 2013 written request by Tulare County Council on behalf of the Tulare County Local Community Benefit Committee for the City to return the 2011 and 2012 grant funds awarded to it totaling $217,313.
6- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.

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

Pledge of Allegiance Led by Council Member Greg Shelton
Invocation

PRESENTATIONS
Recognition of Charles Webber

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

1. Tulare County Local Agency Formation Committee (LAFCO)- June 5, 2013
2. Tulare County Association of Governments (TCAG) – June 17, 2013

REPORTS
This is the time for all committee/commission/board reports; subcommittee reports; and staff informational items.

I. City Commission and Committee Meetings:
   1. Library and Literacy Commission

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

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

1. **Budget Adjustment for the 2012-13 Fiscal Year**
   Re: Approving budget adjustment to modify the expenditure estimate to $60,000 for legal services for special outside counsel.

2. **Authorization to Advertise for Bids – Olive Avenue Rehabilitation Project – Main Street to Plano Street**
   Re: Considering approval of staff’s recommended Plans and Project Manual for the project consisting of the rehabilitation of Olive Avenue between Main Street and Plano Street; and approving an appropriation of $40,250 from the Water Operating Fund and $19,550 from the Sewer Operating Fund for project.
3. **Award of Contract – Influent Pump Project**  
   Re: Awarding contract to HPS Mechanical of Bakersfield in the amount of $766,570 for the Wastewater Treatment Facility project consisting of the removal of three “above grade” pumps and the installation of three immersible pumps with variable frequency drives.

4. **Award of Contract – Well No. 32 (Drilling Phase) Project**  
   Re: Awarding contract to Zim Industries, Inc. of Fresno in the amount of $473,125 for the project consisting of the drilling phase of the Well No. 32 Project located on the north side of Teapot Dome Avenue.

5. **City Well No. R-12 – Emergency Repair and Advertise for Annual Service Contract for Well Repairs**  
   Re: Approving emergency work to be completed by S.A. Camp Pump Company at a cost not to exceed $35,000; and authorizing staff to advertise for bids for an annual service contract for well repairs.

6. **Request for Approval to Purchase Zalud Park Shade Structure**  
   Re: Approving the purchase of a shade structure for the Zalud Park playground from GT Shade at a cost of $26,512.20.

7. **Request for Approval to Purchase Automatic Carpet Extractor**  
   Re: Approving the purchase of a Waxie Pony 20 SCA for the library in the amount of $6,905 in order to provide for performing necessary professional grade carpet cleaning in-house.

8. **Approval of the Fourth Amendment to the Agreement For Transit Services for College of Sequoia Students**  
   Re: Approving amendment to agreement with College of the Sequoias for the provision of transit services during the 2013 Summer Semester.

9. **Authorization To Purchase Digital Phone System for BusLine Service**  
   Re: Authorizing purchase of a small business ShoreTel IP telephone system from Global CIT in the amount of $8,303.80 to provide real-time communication to transit customers.

10. **Request to Receive Edward Byrne Memorial Justice Assistance Grant Funds**  
    Re: Authorizing staff to proceed with filing the necessary grant paperwork to receive $18,067 in grant funds to be used to off-set costs associated with the replacement of the Police Department’s Computer Aided Booking System; and authorizing a budget adjustment upon receipt of said funds.

11. **Request to Purchase Equipment to Replace Computer Aided Booking System**  
    Re: Authorizing the sole source purchase of a Computer Aided Booking System along with necessary software and services in the total amount of $44,954.00.

12. **License Agreement Between the Porterville Senior Council, Community Services Employment Training, and the City of Porterville**  
    Re: Approving license agreement pertaining to the provision of senior citizen meals, programs, and facility management oversight for senior programs at the Santa Fe Depot.
13. **Request to Replace Police Department Radio Frequency Repeaters**  
   Re: Authorizing the purchase from SC Communications of P25 compliant narrowband channel communication equipment in the amount of $53,411.30 and installation services for same in the amount of $1,040.

14. **Standard Agreement Allowing Use of Police Facility By Staff of the Porterville College**  
   Re: Considering approval of an annual agreement between the City of Porterville and Porterville College for the use of the City’s Police Range Training Facility.

15. **Standard Agreement Allowing Use of Police Facility By Staff of the Woodlake Police Department**  
   Re: Considering approval of an annual agreement between the City of Porterville and the City of Woodlake for the use of the City’s Police Range Training Facility.

16. **Standard Agreement Allowing Use of Police Facility By Staff of the Lindsay Police Department**  
   Re: Re: Considering approval of an annual agreement between the City of Porterville and the City of Lindsay for the use of the City’s Police Range Training Facility.

17. **Council Member Requested Agenda Item – Request for the City Council to Consider the Process Whereby City Proclamations are Approved**  
   Re: Consideration of Council Member Shelton’s request for an agenda item on the next regular meeting for the consideration of the process whereby City Proclamations are approved.

18. **Council Member Requested Agenda Item – Request for the City Council to Consider Rescinding the City Proclamation of “Gay Pride Month” for June 2013, and Adopt a Resolution of Support for June 2013 as “A Month of Community Charity and Goodwill to All in Porterville”**  
   Re: Consideration of Council Member Ward’s request for an agenda item on the next regular meeting for the consideration of rescinding a proclamation and adopting a resolution.

19. **Review of Local Emergency Status**  
   Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8630 of the California Emergency Services Act.

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

**PUBLIC HEARINGS**

20. **Adoption of Fiscal Year 2013-2014 Budget**  
   Re: A public hearing to considering adoption of the proposed FY 2013-2014 Budget.

21. **Minor Conditional Use Permit for Commercial Crop Cultivation on Residential and Commercially Zoned Land on the West Side of Conner Street Between Morton and Olive Avenues**  
   Re: Public hearing to consider the adopting of a resolution approving a Minor CUP for commercial crop cultivation for the proposed table grape vineyard approximately 37 acres in size on the west side of Conner Street between Morton and Olive Avenues; and providing direction concerning connection to City water.
SCHEDULED MATTERS

22. Appointments to the Transactions and Use Tax (Measure H) Oversight Committee; Measure R Citizens’ Oversight Committee; and City’s Internal Audit Committee
   Re: Consideration of appointments to various City committees to fill vacancies created by the recent resignation of Mr. Charles Webber to be effective June 30, 2014.

23. Resolution Approving Amendment #3 to Measure R Expenditure
   Re: Consideration of affirming by resolution proposed amendments to the Measure R Expenditure Plan.

24. Consideration of Establishing a Charter Review Committee
   Re: Considering the formation, charge, scope, composition and appointment method of a Charter Review Committee for possible amendments to be considered on the June 3, 2014 ballot.

25. Designation of Voting Delegates and Alternates for League of California Cities 2013 Annual Conference
   Re: Consideration of the appointment of one City Council Member to serve as a voting delegate, and two City Council Members to serve as alternate voting delegates at the League of California Cities’ Annual Conference in Sacramento on September 18 – 20, 2013.

26. Consideration of Cancelling July 2, 2013 City Council Meeting
   Re: Considering whether to cancel the first regular meeting in July due to the July 4th holiday.

ORAL COMMUNICATIONS

OTHER MATTERS

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

ADJOURNMENT - to the meeting of July 2, 2013.

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

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA  93257, and on the City’s website at www.ci.porterville.ca.us.
SUBJECT: BUDGET ADJUSTMENT FOR THE 2012-13 FISCAL YEAR

SOURCE: Finance Department

COMMENT: During the course of the fiscal year, budget information becomes available that more accurately identifies revenue projections and project costs. Once known, budget modifications are necessary to complete projects and record revenues. To address budget adjustments in an orderly fashion, all adjustments will be presented as one agenda item for Council’s consideration.

There is one (1) adjustment proposed for Council consideration:

(1) City Attorney - Professional Services Account

Due to legal services requiring special outside counsel, especially the initiation of litigation against the County of Tulare on the General Plan and PTAF and other litigation matters, the expenditures for the City Attorney Division in the current fiscal year is projected to exceed budget appropriation. Additional funding in the amount of $60,000 from General Fund Reserves is requested to cover the deficiency in the City Attorney - professional services account.

RECOMMENDATION: That Council approve the attached budget adjustment and authorize staff to modify the expenditure estimates as described on the attached schedule.

ATTACHMENT: Schedule of Budget Adjustment
CITY OF PORTERVILLE
Budget Adjustment

Date: June 18, 2013

<table>
<thead>
<tr>
<th>FUND - ACCT</th>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>FUNDING SOURCE</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-5011-050-230</td>
<td>1</td>
<td>City Attorney - professional services (for legal services of special outside counsel, especially for the initiation of litigation against the County of Tulare on the General Plan and PTAF)</td>
<td>Gen Fund Reserve</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

Modification No: 1-12/13
COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – OLIVE AVENUE REHABILITATION PROJECT - MAIN STREET TO PLANO STREET

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and Project Manual have been prepared for the Olive Avenue Rehabilitation project and are available in the La Barca Conference Room for Council’s review. The project consists of the rehabilitation of Olive Avenue between Main Street and Plano Street including cold in-place recycling of three (3) inches of existing asphalt concrete, application of a thin asphalt overlay, striping, markings and related work including installation of underground utilities to parcels not already served.

The Estimate of Probable Cost for construction is $477,400.00 with $47,740.00 required for construction contingency (10%). An additional $23,870.00 is required for construction management, quality control and inspection (5%), equating to a total estimated project cost of $549,010.00.

City staff will provide construction management/inspection services and the City’s on-call consulting firm, Consolidated Testing, with assistance from APART, Inc., will provide quality control services (recycled asphalt compaction testing, asphalt concrete overlay compaction testing, asphalt concrete aggregate sieve analysis, sand equivalent testing, oil content confirmation, field confirmation of recycled asphalt mix design, etc.).

Funding for the project was approved in the 2012/2013 Annual Budget. Special Gas Tax and Proposition 1B are the funding sources. Staff is requesting that $40,250 from the Water Operating Fund and $19,550 from the Sewer Operating Fund be appropriated to cover these facilities’ proportional share of the construction, construction contingency, construction management, quality control and inspection services. The water and sewer costs are associated with work needed to provide these services to a vacant parcel south of Olive Avenue. The actual cost of these improvements will become subject to a reimbursement agreement upon issuance of building permit. Approval of the additional funding from the water and sewer operating fund will require an amendment to the approved 2012-2013 Capital Improvement Project Program.
RECOMMENDATION: That the City Council:

1. Approve an appropriation of $40,250 from the Water Operating Fund and $19,550 from the Sewer Operating Fund for the Olive Avenue Rehabilitation Project;

2. Approve Staff's recommended plans and project manual; and

3. Authorize Staff to advertise for bids on the project.

ATTACHMENTS: Locator Map
Estimate of Probable Cost

P:\pubworks\General\Council\Authorization to Advertise for Bids - Olive Ave Rehabilitation Project - 2013-06-18.doc
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>LS</td>
<td>Mobilization and Demobilization</td>
<td>$17,000.00</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>1</td>
<td>LS</td>
<td>Maintaining Traffic (Traffic Control)</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>36</td>
<td>EA</td>
<td>Double Adjust Water Valve to Grade per City Standard W-7.1 including new Christy G-5 Valve Box</td>
<td>$1,000.00</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>10</td>
<td>EA</td>
<td>Double Adjust SS/MH Frame and Cover to Grade per City Standard S-3.1 including new Frame &amp; Cover per City Standard S-2</td>
<td>$1,250.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>5.</td>
<td>4535</td>
<td>SF</td>
<td>Grind, Remove existing Asphalt Concrete (3.5&quot;) and base material to replace with 4&quot; Asphalt Concrete</td>
<td>$4.00</td>
<td>$18,140.00</td>
</tr>
<tr>
<td>6.</td>
<td>315</td>
<td>LF</td>
<td>Remove and Replace Curb &amp; Gutter</td>
<td>$30.00</td>
<td>$9,450.00</td>
</tr>
<tr>
<td>7.</td>
<td>285</td>
<td>SF</td>
<td>Replace Cross Gutter and Spandrel</td>
<td>$10.00</td>
<td>$2,850.00</td>
</tr>
<tr>
<td>8.</td>
<td>3</td>
<td>EA</td>
<td>Construct New Monument per City Standard M-2 Type C</td>
<td>$1,200.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>9.</td>
<td>170</td>
<td>LF</td>
<td>4&quot; Electrical Conduit including Pull Rope and 2 Sack Concrete Slurry Backfill to Finish Grade under Concrete and within Asphalt Areas</td>
<td>$30.00</td>
<td>$5,100.00</td>
</tr>
<tr>
<td>10.</td>
<td>30</td>
<td>EA</td>
<td>Replace Traffic Loop per Caltrans Standard ES-58, Type E Loop</td>
<td>$500.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>11.</td>
<td>29,100</td>
<td>SF</td>
<td>Cold Milling (Edge Mill [6' minimum] and Header Cut – Includes taper mill, load, haul, detail, sweeping and dispose.)</td>
<td>$0.28</td>
<td>$8,148.00</td>
</tr>
<tr>
<td>12.</td>
<td>14,303</td>
<td>SY</td>
<td>Cold Recycle 3.0 – inches of existing asphalt pavement, lay down, compaction, fog seal, sand and re-roll CIR surface</td>
<td>$4.00</td>
<td>$57,212.00</td>
</tr>
<tr>
<td>13.</td>
<td>60</td>
<td>Ton</td>
<td>Emulsified Recycling Agent</td>
<td>$790.00</td>
<td>$47,400.00</td>
</tr>
<tr>
<td>14.</td>
<td>1,770</td>
<td>Ton</td>
<td>Asphalt Concrete; ½&quot; Type A Including Crack Sealing Overlay Areas not Recycled.</td>
<td>$100.00</td>
<td>$177,000.00</td>
</tr>
<tr>
<td>15.</td>
<td>1</td>
<td>LS</td>
<td>Striping and Pavement Markings inclusive of temporary pavement delineation</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**BASE BID PART A TOTAL**  
$425,400.00

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**BASE BID PART B – Water Utility Improvements**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.</td>
<td>315</td>
<td>LF</td>
<td>Mobilization &amp; Demobilization</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>17.</td>
<td>285</td>
<td>SF</td>
<td>Traffic Control (Maintaining Traffic)</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Description</td>
<td>Base Bid</td>
<td>Overhead</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>-------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>18.</td>
<td>3</td>
<td>EA</td>
<td>2&quot; Blow-Off per City Std. W-5.1</td>
<td>$750.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>19.</td>
<td>3</td>
<td>EA</td>
<td>Install 12x12x6 Tapping Sleeve and 6&quot; Tapping Gate Valve Adjusted to Finish Grade Including Hot Tap</td>
<td>$5,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>20.</td>
<td>1</td>
<td>EA</td>
<td>Install 12x12x4 Tapping Sleeve and 4&quot; Tapping Gate Valve Adjusted to Finish Grade including Hot Tap</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>21.</td>
<td>100</td>
<td>LF</td>
<td>Install 6&quot; PVC C900 Water Main including 2 Sack Concrete Slurry Backfill to Finish Grade under Concrete and within Asphalt Areas</td>
<td>$40.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>22.</td>
<td>25</td>
<td>LF</td>
<td>Install 4&quot; PVC C900 Water Main including 2 Sack Concrete Slurry Backfill to Finish Grade under Concrete and within Asphalt Areas</td>
<td>$50.00</td>
<td>$1,250.00</td>
</tr>
</tbody>
</table>

**BASE BID PART B TOTAL**

$35,000.00

**BASE BID PART C – Sewer Utility Improvements**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>Description</th>
<th>Base Bid</th>
<th>Overhead</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.</td>
<td>25</td>
<td>LF</td>
<td>Mobilization &amp; Demobilization</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>24.</td>
<td>3</td>
<td>EA</td>
<td>Traffic Control (Maintaining Traffic)</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>25.</td>
<td>1</td>
<td>EA</td>
<td>Sewer Manhole Over Existing Sewer Main</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>26.</td>
<td>90</td>
<td>LF</td>
<td>6&quot; SDR 35 Sewer Main and End Cap including 2 Sack Concrete Slurry Backfill to Finish Grade under Concrete and within Asphalt Areas</td>
<td>$100.00</td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>

**BASE BID PART C TOTAL**

$17,000.00

**SUMMARY PARTS A, B & C**

Base Bid Part A (Street Improvements) Total $425,400.00
Base Bid Part B (Water Utility) Total $35,000.00
Base Bid Part C (Sewer Utility) Total $17,000.00
Total Estimated Cost of Construction $477,400.00
10% Construction Contingency $47,740.00
5% Construction Engineering $23,870.00
Total Estimated Probable Cost of Project $549,010.00

Estimate Certified

Project Manager 6-11-13
City Engineer 6-11-2013
Public Works Director 6/13/13
City Manager 06/13/13
SUBJECT: AWARD OF CONTRACT – INFLUENT PUMP PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On June 6, 2013, staff received three (3) bids for the Wastewater Treatment Facility Influent Pump Project. This project includes the removal of three “above grade” pumps and the installation of three immersible pumps with variable frequency drives (VFD).

The Engineer's Estimate of Probable Cost was $770,200. The low bid was received from HPS Mechanical of Bakersfield in the amount of $766,570. An additional $76,650 is requested for the 10% construction contingency and $15,000 for construction management, quality control and inspection services. Total funding requested for this project is $858,220. The funding source is from the Wastewater Capital Reserve Fund and was approved in the 2012/2013 Annual Budget with an augmentation approved by Council at the May 7, 2013 Council meeting.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. HPS Mechanical Bakersfield, CA</td>
<td>$766,570</td>
</tr>
<tr>
<td>2. Dawson-Mauldin Const. Huntington Beach, CA</td>
<td>$789,000</td>
</tr>
<tr>
<td>3. Hobbs Construction Fresno, CA</td>
<td>$979,000</td>
</tr>
</tbody>
</table>

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Wastewater Treatment Facility Influent Pump Project to HPS Mechanical in the amount of $766,570;

2. Authorize $15,000 for construction management, quality control and inspection services;

3. Authorize progress payments up to 95% of the contract amount; and

3. Authorize a 10% contingency to cover unforeseen construction costs.
COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: AWARD OF CONTRACT - WELL NO. 32 (DRILLING PHASE) PROJECT

SOURCE Public Works Department - Engineering Division

COMMENT On August 16, 2012, staff received one (1) bid for the Well No. 32 Project (Drilling Phase). The well is located on the north side of Teapot Dome Avenue, east of the Porterville Fairgrounds. This is the first phase of the well project and consists of drilling a 32" diameter bore hole approximately 800 feet deep, installation of steel casing and gravel envelop (gravel pack).

Funding for this project is from a California Infrastructure and Economic Development Bank (CIEDB) loan and was approved in the 2012/2013 Annual Budget. The CIEDB requires the City to prequalify contractors before they can bid on a CIEDB funded project. The City was therefore limited to the two prequalified C-57 licensed Well Drilling contractors who pulled plans and specifications. Only one of the two contractors submitted a bid proposal.

The bid is as follows:

1. Zim Industries, Inc. $473,125.00
   Fresno, CA

The Engineer’s Estimate of Probable Cost is $429,792.00. The bid received exceeds the Engineer’s estimate by 10.08%. Pursuant to current policy adopted by City Council during the September 4, 2012, meeting, the bid would normally be rejected. However, staff respectfully asks that the City Council consider making an exception to the policy. The sole bid exceeds the 10% City Council “bid ceiling” policy by $353.80.

Staff estimates the cost to revise the construction documents and seek new bids from two pre-qualified contractors to be more than $2,500. The initial bidding publication costs for this project was $588. Further, the City is faced with a time constraint associated with the CIEDB loan.

The sole bid received from Zim Industries is in the amount of $473,125.00. An additional $47,313 (10%) is requested for 10% construction contingency and an additional $19,536 (4.1%) is required for construction management, quality control and inspection services. A prior City Council action retained Dee Jaspar and Associate for these services. Total funding requested is $539,974.

Dir Appropriated/Funded CM Item No. 4
RECOMMENDATION: That the City Council:

1. Award the drilling phase of the Well No. 32 Project to Zim Industries, Inc. in the amount of $473,125.00;

2. Authorize progress payments up to 95% of the contract amount; and

3. Authorize a 10% contingency to cover unforeseen construction costs and $19,536 for construction management, quality control and inspection services.

ATTACHMENT: Locator Map

P:\pubwork\General\Council\Award of Contract - Well No. 32 Project - 2013-06-18.doc
COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: CITY WELL #R-12 - EMERGENCY REPAIR AND ADVERTISE FOR ANNUAL SERVICE CONTRACT FOR WELL REPAIRS

SOURCE: Public Works Department - Water Utilities Division

COMMENT: The City of Porterville Water Utilities Division has an isolated water system west of the Friant-Kern canal. There are two wells in this system, one primary well, #R-12, located north of Iris Avenue, and a backup well, #R-11, on Iris Avenue.

The motor failed in #R-12 on June 13, 2013 and needs to be replaced. The backup well #R-11 has sand pumping issues and as such, is not a reliable source for anything but a short duration. S.A. Camp Pump Company has indicated they can work us into their schedule immediately and also recommends we lower the pump by 40 feet to avoid potential air problems.

It is critical that the normal operation be restored and repairs be performed immediately to provide reassurance for meeting system demand. Cost of replacement or repairs should not exceed $10,000. Funding is available from the Water Replacement Fund.

Public Works would also like to advertise for an annual service contract for well repairs to expedite repairs when necessary.

RECOMMENDATION: That City Council:

1. Approve emergency work to be completed by S.A. Camp Pump Company on City Well #R-12 at a cost not to exceed $35,000; and

2. Authorize Public Works to advertise for an annual service contract for well repair.

P:\pub\works\General\Council\W12 - Emergency Repair - 2013-06-18.doc

Approved/Funded by BCM

Item No. 5
COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: REQUEST FOR APPROVAL TO PURCHASE ZALUD PARK SHADE STRUCTURE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: At the March 20, 2012 City Council meeting, the Council approved funding of projects per the priority list from the Parks and Leisure Services Commission. Included in the priority list from the Parks and Leisure Services Commission meeting held March 1, 2012, was the purchase of a playground shade structure at Zalud Park. Shade structures at Veterans Park and the Sports Complex, as well as improvements to the property north of Murry Park, were also identified as priority projects. The Council approved $75,000 ($25,000 each) for playground shade structures at Zalud Park, Veterans Park and the Sports Complex at the March 20, 2012 Council meeting.

The funding source for this project is from the Housing-Related Parks Program. The Mayor signed the application, the Standard Agreement and all other participation documents and the Community Development Director signed all drawdown requests and other administrative documents required for the Housing-Related Parks Program in 2012.

The low quote of $26,512.20 including the shade structure and installation was from GT Shade. GT Shade is a member of the US Communities government discount program which the City of Porterville has been a member of for several years. The next lowest quote was from USA Shade at $35,700.

The $1,512.20 over the Council approved $25,000 is proposed to come from the remaining $50,000 Housing-Related Parks Program funds allocated for shade structures. The Sports Complex was the next shade structure location on the Parks and Leisure Services Commission priority list. The low quote to date for that project is $56,277.38.

RECOMMENDATION: That the City Council approve the purchase of the $26,512.20 Zalud Park shade structure from GT Shade.
COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: REQUEST FOR APPROVAL TO PURCHASE AUTOMATIC CARPET EXTRACTOR

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The carpet in the 17,000 square foot library facility has been replaced in various areas since 1975. There are over 200,000 visitors per year in the facility. Professional services have been hired to clean areas of the community room and high traffic areas twice in the last five years. The carpet cleaning equipment on-site is 15 years old and cannot clean to the level of professional services.

In a long term cost savings measure, staff has explored purchasing a professional quality automatic carpet extractor. Staff has reviewed new equipment options possessing the desired functionality and performance expectation from three vendors: Grainger, Daimer, and Waxie. In the staff evaluation of equipment the Pony 20 SCA Automatic Carpet Extractor available from Waxie was in line with what was desired by staff and the lowest cost. The quotes obtained were:

- Waxie – Pony 20 SCA, $6,905
- Daimer – Extreme Power XPH, $9,372
- Grainger – Nobles, $12,990

Staff has identified through membership savings this year to the San Joaquin Valley Library System that the Library Division General Fund budget will support the proposed expenditure.

RECOMMENDATION: That the City Council approve the purchase of the Waxie Pony 20 SCA.

ATTACHMENT: Product brochure from vendor

ITEM NO.: 7
A large 20-gallon capacity and 22-inch power brush make the self-propelled Pony 20 SCA carpet extractor perfect for wide-open, carpeted areas.

- With its 3-stage vacuum motor and 100 PSI bypass-type solution pump, the Pony has the power to blast solution into the nap and the suction to remove carpet dirt in a single pass.

- The variable-speed drive motor allows the operator to match working speed to carpet conditions. Compared to a box extractor, The Pony 20 SCA cleans carpet in half the time and is less fatiguing to operate.

- A built-in spray wand makes pre-cleaning spots and high traffic areas quick and easy.

- The spring-loaded brush housing, with quick quarter-turn removable nozzles, is offset to clean up to the baseboard. A floating brush and lock-down swinging vacuum shoe assure the Pony 20 SCA provides aggressive cleaning performance while minimizing drying time.

- Built for the rigors of heavy-duty commercial use, the Pony features a flap-type float shut-off, hinged polyethylene body, and a welded steel base.
Pony 20 SCA Specifications

Tank capacity
- Solution: 20 gal (76 L) with solution level indicator
- Recovery: 20 gal (76 L)

Solution Pump
- Type: 100 PSI, bypass, 115V (240V available)

Vacuum Motor
- Type: 3-stage bypass, 115V (240V), 1.75 HP
- Closed Waterlift: 125 in (318 cm)

Drive Motor
- Type: 0.05 HP, variable speed, 115V (240V)
- Current: 15 amps

Brush Motor
- Type: Perm. magnet, 0.25 HP, 115V (240V)
- RPM: 2,100

Construction
- Tanks: Rotocast polyethylene
- Base: Steel welded
- Housing: Mounted on hinges
- Spray Jets: 5 stainless steel snap-in jets on bar
- Wheels: Two 8 in (20 cm) roller bearing
- Casters: Two 4 in (10 cm) ball bearing swivel
- Vacuum Shoe: Cast aluminum with steel plate
- Bottle Holder: Molded, holds 2 bottles
- Acc. Spray Wand: Built-in, wand holder at rear of machine
- Brush: 22 in (56 cm) cylindrical
- Brush Housing: 2-piece, allows easy access to brush
- Cord: 12-3 SJT, detachable twist-lock, 75 ft
- Sound Level: 75 dBA @ operator
- Accessory Valve: Quick couple type, all brass
- Drain Mechanism: Dump hoses on both tanks
- Float Shut-Off: Flap type

Dimensions
- Height: 41 in (104 cm)
- Width: 23.5 in (60 cm)
- Length: 47 in (119 cm)

Weight
- Machine: 165 lbs (73 kg)
- Shipping: 204 lbs (93 kg)

Shipping Class: 125

Warranty
- 3 year limited, 10 years on poly parts

Productivity
- 4,163 sq ft. per hour (389 m²)

The clear dome allows viewing the reclaimed liquid.
Durable 20-gal (76 L) polyethylene tanks do not rust or corrode; they're warranted for 10 years.
Built-in spray wand allows the operator to pretreat high traffic areas.
The tank-over-tank design of the Pony 20 SCA improves sight lines and keeps the machine balanced from job start to finish.
The non-marking guide wheel lets the operator extract carpeting right up to the wall.
Spring-loaded brush head is offset to clean right to the wall.
Cast aluminum vacuum shoe floats on the carpet surface. It swings on turns to ensure maximum vacuum coverage of the scrub path.

NSS Enterprises, Inc.
3115 Frontenac Road
Toledo, OH 43607-2938
USA
P: (800) 677-1663
F: (419) 531-3761

mail@nss.com
www.nss.com
Specifications subject to change without notice.

Distributed by

Hand tools and hoses are available for stairs and upholstery.

The Pony 20 SCA has a recyclable welded steel frame.
The tank-over-tank design keeps the machine balanced throughout operation.
The wheel drive feature of this machine allows for easy extracting, reducing operator fatigue.

Printed in USA ©2009 NSS Enterprises, Inc. #9094901 REV B 5/09
COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: APPROVAL OF THE FOURTH AMENDMENT TO THE AGREEMENT FOR TRANSIT SERVICES FOR COLLEGE OF THE SEQUOIAS STUDENTS

SOURCE: Public Works Department - Transit

COMMENT: On December 14, 2010, the College of the Sequoias (COS) entered into an agreement between the Tulare County Association of Governments and all Tulare County transit agencies to provide students with an unlimited fixed route transit pass valid on Tulare County fixed route bus services and Kings Area Rural Transit fixed routes. The Tulare and Kings County bus service includes the following transit providers: City of Visalia, City of Tulare, City of Dinuba, City of Porterville, Kings Area Rural Transit and the County of Tulare.

The term of the existing agreement expired on May 31, 2013. The amended agreement allows TCAG and the City of Porterville to enter into a renewable agreement for transit services during the 2013 Summer Semester for transit services for College of the Sequoias students which is effective as of June 1, 2013.

The amended agreement attached was reviewed by all of the transit providers in both the County of Tulare and Kings County and they were requested to take before their respective governing board for approval.

In an effort to develop a similar agreement with Porterville College, staff has met with college representatives to open up discussions on the transportation possibilities. Staff will continue to meet with college representatives and the student body to develop a similar agreement in the very near future. A vote by the college student body along with Council approval will be required to implement any student pass program.

It will be staff’s recommendation that similar agreements with the other transit providers in the area enter into this student pass agreement as well, so as to provide county-wide participation and regional mobility to all Porterville College students.

RECOMMENDATION: That the City Council:

1) Approve the attached Fourth Amendment to Agreement for Transit Services.
2) Authorize the Mayor, City Clerk and City Attorney to execute the Amended Transit Services Agreement for transit services; and
3) Authorize staff to forward the executed Amended Agreement for Transit Services to TCAG.

ATTACHMENT: Fourth Amendment to Agreement for Transit Services
FOURTH AMENDMENT TO AGREEMENT FOR TRANSIT SERVICES

This Fourth Amendment to the Agreement for Transit Services between the Tulare County Association of Governments (TCAG) and the City of Porterville (originally entered into on 12/14/2010) to provide transit services for the College of Sequoia (COS) students, is entered into by the Tulare County Association of Governments (TCAG) and City of Porterville (hereinafter referred to as “AGENCY”) effective as of June 1, 2013 (hereinafter referred to as “AGENCY Agreement”) with reference to the following:

WHEREAS, TCAG and AGENCY entered into a renewable agreement for transit services for College of Sequoias students during the Spring 2011, Fall 2011, Spring 2012, Fall 2012, and Spring 2013 semesters; and

WHEREAS, TCAG and AGENCY desire to amend said agreement to provide the same transit services for the Summer 2013 session; and

WHEREAS, COS will collect all student transportation funds based on the total number of students paying fees, which will transfer to transit providers for transit services provided; and

WHEREAS, the COS Board of Trustees will contribute to the transportation funds for each COS student that is enrolled, per session in the session in which they are enrolled; and

WHEREAS, TCAG will retain up to 3% from the Board of Trustees and COS Student funds for administration costs as needed; and

WHEREAS TCAG and AGENCY desire to have this amendment be effective as of June 1, 2013.

ACCORDINGLY, IT IS AGREED:

I. Paragraph 1. is amended to read: 1. TERM. The Term of AGENCY Agreement entered into on 12/14/2010 is amended to read: The term of the agreement shall commence on June 1, 2013 and shall expire at 11:59 PM on July 31, 2013 unless otherwise terminated as provided in this Agreement. The agreement will be renewable for similar or different terms and conditions upon mutual agreement between TCAG, COS, and AGENCY and between TCAG and the additional agencies: City of Visalia (Visalia Transit, Visalia Towne Trolley), City of Tulare (Tulare Intermodal Express), City of Dinuba (Dinuba Area Regional Transit/Dinuba Connection), City of Porterville (Porterville Transit), Tulare County (Tulare County Area Transit), and Kings Area Rural Transit (KART) for transit service in Tulare and Kings County.

II. Paragraph 3. is amended to read: 3. PAYMENT. COS agrees to transfer all
transportation funds collected plus the Board of Trustees contribution to TCAG for the summer session. TCAG agrees to transfer those funds at the end of the summer session (after July 31) to participating agencies within 10 business days of receiving all COS student ridership data summaries for the session. Summer session student ridership is due Monday, July 15, 2013 and Thursday, August 15. TCAG will disburse the funds to AGENCY based on their proportional share of monthly student ridership. The formula to calculate the AGENCY’s percentage share of total program revenues is as follows:

\[(50\% \text{ of AGENCY passenger percentage} + 50\% \text{ of AGENCY mileage percentage}) \times \text{Total Session fares available}\]

If AGENCY fails to provide the ridership data by the 15th of the month, their distribution for that month will be based on one-half of their previous month's ridership data. If data is not provided by the AGENCY for the first month of operation, the AGENCY will forfeit the summer sessions distribution. Funds will be paid in full for the total sessions ridership after final ridership is submitted after July 31, 2013 for the Summer 2013 semester.

III. Add a paragraph number 20 to read as follows: 20. **EXHIBITS AND RECITALS.** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

IV. Except as provided above, all other terms and conditions of AGENCY Agreement shall remain in full force and effect.

V. This amendment shall become effective on June 1, 2013
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date________________________

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

By______________________________
Chair, TCAG

ATTEST: TED SMALLEY
Executive Director
Tulare County Association of Governments

By ____________________________
Executive Director, TCAG

AGENCY (City of Porterville)

By______________________________
Title____________________________

Approved as to Form
TCAG County Counsel

By______________________________
Deputy County Counsel

AGENCY Legal Counsel

By______________________________
Date____________________________
COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: AUTHORIZATION TO PURCHASE DIGITAL PHONE SYSTEM FOR BUSLINE SERVICE

SOURCE: Public Works Department - Transit

COMMENT: On February 19, 2013, the City Council authorized staff to purchase three additional RouteMatch modules to provide real-time communication to its Dial-A-COLT and Transit customers through digital signage, text messaging, mobile app, web portal, and an automated phone system (BusLine).

During the implementation of the new system, staff discovered that the current phone system would only allow for four (4) simultaneous phone calls used by customers and transit center staff. If the project were to move forward with the current phone system it may present a busy signal to passengers if more than four calls are being taken or made at the same time.

It is staff’s desire to provide real-time communication to transit customers that would not be limited by the capacity of the current phone system, frustrating customers by a busy signal.

To eliminate the potential busy signal to customers, staff is requesting authorization to purchase and install a ShoreTel IP telephone system and digital trunk that will allow up to 23 simultaneous calls.

Staff explored three (3) procurement options for the ShoreTel IP telephone system. The first, and most expensive, procurement option would utilize the GSA Federal Supply Schedule contracts. This option would allow the City to purchase an enterprise ShoreTel IP phone system, with one of the selected contractors, at a cost of $15,212.94.

The second procurement option would utilize the California Multiple Award Schedule (CMAS) contracts. This option would allow the City to purchase an enterprise ShoreTel IP phone system, with one of the selected contractors, at a cost of $13,874.15.

The third procurement option explored would be to purchase from Global CTI, a ShoreTel Premier Partner, for a small business ShoreTel IP phone system at a cost of $8,303.80. The small business system is not available on either the CMAS or GSA schedule.
It is staff's recommendation that it would be cost effective to purchase the ShoreTel IP phone system from Global CTI, which is capable of providing a small business platform, at a discounted price, rather than an enterprise solution. The only difference is the small business system is limited to 100 users and the enterprise system is capable of 100+ users and requires a dedicated server.

When staff is ready to move forward with a city-wide IP phone system, all of the small business system components will be repurposed if the City chooses to go with ShoreTel.

Staff requested quotes from three other ShoreTel providers but Global CTI was the only responsive firm. The other firms were unresponsive either due to the distance from the City or not responding to emails and phone calls.

The capital project portion will be funded in full from Transit's FY 2012/2013 Prop 1B grant, which is budgeted for FY 13/14.

**RECOMMENDATION:** That the City Council:

1) Authorize staff to purchase a small business ShoreTel IP telephone system from Global CTI at cost of $8,303.80; and

2) Authorize the Public Works Director to sign all contract documents.

**ATTACHMENT:** Federal GSA Quote
CMAS Quote
Global CTI Quote
## City of Porterville Transit Center

Schedule A - ShoreTel Enterprise IP Telephone System
ShoreTel CMAS Contract #: 5-06-75-2530A

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| Equipment Handling       | $80.00     |
| Subtotal / Taxable Amount | $10,953.14 |
| Sales Tax at 8.500%      | $931.02    |
| 1 Year ShoreCare Support for ShoreGear Switches & Software | $1,150.00 |
| Installation / Pro-Services | $840.00   |
| Total Price              | $13,874.15 |

Proposal Date: June 6, 2013.
This price includes material, installation labor, with 1 year parts warranty
Gold Support Plan Included
This quote will remain valid until July 6, 2013.

Client Name: Scott Cheney
Client Signature: X
Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.
Account Manager: Greg Tripoli
Date: June 6, 2013.

### Scope of Work
City of Porterville will be responsible for the installation of the equipment listed in this quote. Global CTT will provide End User training and 4-hours of remote technical installation assistance. Additional technical assistance will be billed at the standard rate of $105/hr.
**SALES AGREEMENT**

| PRESENTED BY: | Greg Tripoli |
| DATE: | 6/6/2013 |

| BILL TO: | City of Porterville Transit Center |
| ADDRESS: | 61 W. Oak Street |
| City, State, Zip: | Porterville, CA 93257 |
| PHONE: | 559-762-7434 |
| ATTN: | Scott Cheney |

| SHIP TO: | City of Porterville Transit Center |
| ADDRESS: | 61 W. Oak Street |
| City, State, Zip: | Porterville, CA 93257 |
| FAX: | |
| E-MAIL: | scheney@ct.porterville.ca.us |

Purchase Order:

---

### FINANCIAL SUMMARY

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**TOTAL INVESTMENT:** $13,874.19

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**ACCEPTED DATE:**

| VENDOR: | GLOBAL CTI Group |
| Signature: | |
| Print Name: | Greg Tripoli |
| Title: | Account Manager |
| Date: | June 6, 2013 |

**EXECUTED:**

| BUYER: | City of Porterville Transit Center |
| Signature: | |
| Print Name: | Scott Cheney |
| Title: | |
| Date: | |

---

Global CTI Group

Transit Center_City of Porterville_Enterprise_6-6-13

Sales Agreement - Terms and Conditions 6/6/2013
Global CTI Group – Terms & Conditions

1. WARRANTY: Global CTI Group hereby warrants the equipment against defective parts and workmanship as defined herein. Global CTI Group obligations for breach of any warranty shall be limited to repairing or replacing equipment at its own expense which shall be Customer’s exclusive remedy and Global CTI Group, shall not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, or water. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Global CTI Group.

2. DEFAULT AND DELAYS: If any payments due from Customer to Global CTI Group, shall not be paid promptly when due, or if Customer breaches any other provision hereof, Customer shall be in default hereunder. Upon default hereof by Customer, Global CTI Group, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (3) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by Civil Code Sections 1801-1812.9 to recover any deficiency from Customer. All remedies of Global CTI Group hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon installation acceptance. If for any reason the installation date is delayed due to Customer choice whether direct or indirect, 40% is still due upon original equipment delivery date. If for any reason the completion date is delayed due to Customer choice whether direct or indirect, Customer agrees to pay the final 10%. If delay is due to Global CTI Group fault, payment will not be required until rescheduled equipment delivery. Any payment which has not been made pursuant to this Contract will be subject to interest charges. Customer will pay Global CTI Group, interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence being after the initial default of a scheduled payment. (Computed daily)

3. CUSTOMER’S OBLIGATIONS: Customer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Customer shall provide at the location indicated for installation of the Equipment at 20 Amp, 110-volt commercial A.C., outlet within 8 feet of placement of the equipment to be used exclusively by Global CTI Group. Global CTI Group and Customer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Customer shall supply, at its cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Global CTI Group, or Global CTI Group, representatives shall have access to Customer’s premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

4. SECURITY INTEREST: The equipment described herein, and any and all additional Equipment authorized by Customer shall be security for the full payment of the purchase price provided for herein. Global CTI Group shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors. Customer shall execute a financing statement and any and all other documents required by Global CTI Group, in connection with the purchase of the equipment.

5. TITLE TO EQUIPMENT AND RISK OF LOSS: Customer shall acquire full title to the equipment only upon full payment of the purchase price therefore to Global CTI Group. Risk of loss of the equipment shall pass to Customer on the Installation Date as defined herein.

6. INSURANCE: If Customer leases equipment, Customer must provide insurance for the full value of the equipment, as required by the financier.

7. ARBITRATION OR LITIGATION EXPENSES: Should any litigation or arbitration be commenced between the parties to this Contract concerning the project or any provisions to this Contract, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney’s fees and costs expended in the matter.

8. DEPOSIT: Should there be a cancellation after work order has been placed, all deposits given will be forfeited, and will be considered liquidated damages. The parties agree that it would be difficult to calculate Global CTI Group damages. This provision does not preclude Global CTI Group from pursuing any other remedy it may have for breach of contract.

9. RETURN POLICY: In the event purchased equipment is returned to Global CTI Group a 15% restocking fee will be charged for those returned items. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt then client will be charged repair and return charges in addition to the above stated 15% restocking fee. We do not refund shipping and handling fees unless we have caused the error in shipment.

10. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS: All prices and discounts are subject to change without notice. In the event of a price change, the price of material on order but not delivered or installed will be the price in effect at the time of acceptance of the order. Material already delivered, installed, and billed is not subject to a price change. Global CTI Group reserves the right to cancel the Customer’s order in the event that errors in pricing are discovered.
## Shopping Cart

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Cart Total: $15,212.94
## City of Porterville Transit Center

**Schedule A - ShoreTel Enterprise IP Telephone System**

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**Equipment Material Total** $6,237.01  
**Equipment Handling** $90.00  
**Subtotal / Taxable Amount** $6,327.01  
**Sales Tax at 8.500%** $537.80  
**Installation / Pro-Services** $840.00  
**Total Price** $6,303.80

Proposal Date: June 7, 2013.  
This price includes material, installation labor, with 1 year parts warranty.  
Gold Support Plan Included.  
This quote will remain valid until July 7, 2013.

Client Name: Scott Cheney  
Client Signature: X  
Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.  
Account Manager: Greg Tripoli  
Date: June 7, 2013.

### Scope of Work

City of Porterville will be responsible for the installation of the equipment listed in this quote. Global CTI will provide End User training and 4-hours of remote technical installation assistance. Additional technical assistance will be billed at the standard rate of $105/hr.
Global CTI Group
5329 Office Centre Ct., Suite 200  Bakersfield, CA 93309
Phone: 661-323-7663  FAX # 661-323-0748

PRESENTED BY: Greg Tripoli
DATE: 6/7/2013

BILL TO: City of Porterville Transit Center
61 W. Oak Street
Porterville, CA 93257
PHONE: 559-782-7434
ATTN: Scott Cheney

SHIP TO: City of Porterville Transit Center
61 W. Oak Street
Porterville, CA 93257
FAX: 
E-MAIL: scheney@ci.porterville.ca.us

Purchase Order:

ShoreTel Enterprise-P Telephone System
(See Attached Schedule A for List of Equipment)
Includes 1 Year ShoreCare Support for ShoreTel Switches & Software

<table>
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<th>FINANCIAL SUMMARY</th>
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LESS ADVANCED PAYMENT
PPR TERMS 3
BALANCE DUE 3

PRICE EXCLUDES PORTABLE GADGETS

ALL PRIOR WRITTEN AND ORAL REPRESENTATIONS ARE MERGED INTO AND SUCCEEDED BY THIS AGREEMENT AND THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, ORAL OR WRITTEN, NOT CONTAINED HERIN. A FACSIMILE OF THIS DOCUMENT IS AS VALID AS THE ORIGINAL. SEE ATTACHED ADDITIONAL TERMS AND CONDITIONS. SIGNATURE BELOW INDICATES ACCEPTANCE OF ATTACHED TERMS AND CONDITIONS, AND SCHEDULE A.

ACCEPTED DATE: EXECUTED: Bakersfield, California

VENDOR: GLOBAL CTI Group
Signature: 
Print Name: Greg Tripoli
Title: Account Manager
Date: June 7, 2013

BUYER: City of Porterville Transit Center
Signature: 
Print Name: Scott Cheney
Title: 
Date: 

Global CTI Group
Tranit Center_City of Porterville_SBE100 with phones Sales Agreement - Terms and Conditions 6/7/2013 1 of 2
Global CTI Group – Terms & Conditions

1. WARRANTY: Global CTI Group hereby warrants the equipment against defective parts and workmanship as defined herein. Global CTI Group obligations for breach of any warranty shall be limited to repairing or replacing equipment at its own expense which shall be Customer's exclusive remedy and Global CTI Group, shall not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, or water. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Global CTI Group.

2. DEFAULT and DELAYS: If any payments due from Customer to Global CTI Group, shall not be paid promptly when due, or if Customer breaches any other provision hereof, Customer shall be in default hereunder. Upon default hereof by Customer, Global CTI Group, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by law (2). All remedies of Global CTI Group hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon installation acceptance. If for any reason the installation date is delayed due to Customer choice whether direct or indirect, 40% is still due upon original equipment delivery date. If for any reason the completion date is delayed due to Customer choice whether direct or indirect, Customer agrees to pay the final 10%. If delay is due to Global CTI Group fault, payment will not be required until rescheduled equipment delivery. Any payment which has not been made pursuant to this Contract will be subject to interest charges. Customer will pay Global CTI Group interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence being after the initial default of a scheduled payment. (Computed daily)

3. CUSTOMER'S OBLIGATIONS: Customer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Customer shall provide at the location indicated for installation of the Equipment at 20 Amp, 110-volt commercial A.C. outlet within 5 feet of placement of the equipment to be used exclusively by Global CTI Group. Global CTI Group and Customer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Customer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Global CTI Group, or Global CTI Group, representatives shall have access to Customer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

4. SECURITY INTEREST: The equipment described herein, and any and all additional Equipment authorized by Customer shall be security for the full payment of the purchase price provided for herein. Global CTI Group shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors. Customer shall execute a financing statement and any and all other documents required by Global CTI Group, in connection with the purchase of the equipment.

5. TITLE TO EQUIPMENT AND RISK OF LOSS: Customer shall have full title to the equipment only upon full payment of the purchase price therefore to Global CTI Group. Risk of loss of the equipment shall pass to Customer on the Installation Date as defined herein.

6. INSURANCE: If Customer leases equipment, Customer must provide insurance for the full value of the equipment, as required by the financier.

7. ARBITRATION OR LITIGATION EXPENSES: Should any litigation or arbitration be commenced between the parties to this Contract concerning the project or any provisions to this Contract, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney's fees and costs expended in the matter.

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Global CTI Group
Transit Center_City of Porterville_SBE100 with phones

Sales Agreement - Terms and Conditions 6/7/2013 2 of 2
SUBJECT: REQUEST TO RECEIVE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS

SOURCE: Police Department

COMMENT: The City of Porterville has received notification that our jurisdiction is entitled to receive $18,067 in grant funds from the Bureau of Justice Assistance. If approved by Council, the City of Porterville will be filing the necessary paperwork to receive the funds from the Edward Byrne Memorial Justice Assistance Grants Program, established within the Bureau of Justice Assistance.

The purpose of the JAG Program is to provide local jurisdictions with opportunities to reduce crime and improve public safety through the use of the grant funds for a variety of activities, from increasing personnel and equipment resources for law enforcement, to developing and supporting programs to enhance effective criminal justice processes.

A public notice was published in the Porterville Recorder newspaper inviting comments from the public regarding use of available grant funds from the JAG Program grant, but no comments were received.

It is proposed at this time, when the City receives the JAG Grant monies, that the funds be used to offset costs associated with the replacement of the Police Department's Computer Aided Booking System. The current system must be replaced as it is no longer capable of interfacing with the department's Records Management System due to a software upgrade in the Records Management System. Also, due to the sale of the company that initially provided the department's Computer Aided Booking System, there is no longer any support or updates available for the system as of December 31, 2012.

Department staff has been researching Computer Aided Booking Systems and has identified a system that will meet the needs of the department. A separate agenda item will be submitted by the Police Department for approval to purchase this identified Computer Aided Booking System.

RECOMMENDATION: That the City Council:

1) Authorize the filing of the grant paperwork;
2) Authorize the Mayor to sign all necessary documents as they pertain to the grant; and
3) Authorize a budget adjustment of $18,067 upon receipt of the funds.

Attachment: Draft Resolution

D.D. Appropriated/Funded C.M. Item No. 10
RESOLUTION NO._______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS
AND
APPROVING A BUDGET ADJUSTMENT TO THE POLICE DEPARTMENT BUDGET

BE IT HEREBY RESOLVED by the City Council of the City of Porterville as follows:

1. That the City of Porterville accept the FY2013 Edward Byrne Memorial
   Justice Assistance Grant (JAG) funds in the amount of $18,067; and

2. That the Police Department budget appropriation be increased by $18,067
   when JAG funds are received for Fiscal Year 2013/2014 to allow for the
   expenditure of those Grant Funds to offset costs associated with the
   replacement of the Police Department's Computer Aided Booking System.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2013.

__________________________________________
Virginia R. Gurrola, Mayor

ATTEST:

John Lollis, City Clerk

__________________________________________
By Patrice Hildreth, Chief Deputy City Clerk
CITY COUNCIL AGENDA: JUNE 18, 2013

SUBJECT: REQUEST TO PURCHASE EQUIPMENT TO REPLACE COMPUTER AIDED BOOKING SYSTEM

SOURCE: POLICE DEPARTMENT

COMMENT: The Police Department’s Computer Aided Booking System is a stand-alone photo documenting system that was purchased nearly 15 years ago. It has undergone numerous software and hardware upgrades during that time frame with one of those upgrades allowing it to interface with the department’s Records Management System. However, due to a software upgrade in the Records Management System, that interface was lost. At this time, due to the sale of the company that initially provided the department’s Computer Aided Booking System, there is no longer any support or updates available for the system as of December 31, 2012, and the system is once again a stand-alone system. Should this system fail, it will have to be replaced and the time that it would take could create a significant loss of data to the department. Staff believes that it is imperative that a pro-active replacement of the system take place in a timely manner.

As Department staff began researching Computer Aided Booking Systems, they approached the Tulare County Sheriff’s Department to determine the feasibility of purchasing a system that would integrate with their system. Currently, persons that are processed at the Porterville Police Department have to be processed a second time if they are transported to the County jail for lodging. This duplication of services is due to a lack of interface with County’s booking system. These discussions were fruitful in that a system was identified that was substantially lower in cost than other systems on the market. The identified system is currently in use by the Sheriff’s Department and the Porterville Police Department already has infrastructure in place for data sharing with them, reducing the need to purchase costly infrastructure components. With the integration, some duplication of services will be eliminated, increasing efficiency and saving time.

To replace our current Computer Aided Booking System with one that will be compatible with the Sheriff’s Department will involve purchasing:

- Digital PhotoManager Capture Station - $11,954
- JMS Software License - $30,000
- Services to modify County interface - $ 3,000
- Total Cost - $44,954

This system is already in place and utilized by the Sheriff’s Office, and because we need to specifically interface with their system, these items are considered sole source items.

D.D. Appropriated/Funded MB C.M. Item No. 11
The Police Department requests Council approval to purchase the above-listed equipment and enter into direct negotiations with the vendors of these items in accordance with the City’s Purchasing Policy & Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 20, 1987.

Funds to purchase these items have been identified. A portion of these purchases will be funded through BJA FY13 Edward Byrne Memorial Justice Assistance Grant monies. Due to cost-saving measures and significant savings by department personnel for FY2012-2013, the remainder of the monies is available in the current Police Department budget.

RECOMMENDATION: That the City Council:

1) Authorize the purchase of the Computer Aided Booking System;
2) Authorize Police Department Staff to enter into direct negotiations with the vendors of these items; and
3) Authorize payment upon satisfactory delivery of the products/services.

Attachments: DataWorks Plus Quote
Application Data Systems, Inc. Quote
June 5, 2013

Sgt. Richard Standridge
Porterville Police Department

RE: Digital PhotoManager™ Capture Station

Dear Richard,

I would further like to thank you for your interest in the DataWorks Plus family of imaging products for law enforcement and correctional agencies. We are pleased to provide your agency with the following proposal of our Digital PhotoManager™.

If you have any questions regarding this letter, please do not hesitate to call.

Sincerely,

[Signature]

Todd Pastorini
Executive Vice President & General Manager
925-240-9010
925-240-9011 FAX
Digital PhotoManager™ Proposal

Digital PhotoManager™ Capture Station – each includes:

- Dell Precision™ Workstation T3600:
  - Dual Core Intel® Xeon® W3503 2.40GHz, 4M L3, 4.8GT/s
  - 3GB, 1066MHz, DDR3 SDRAM, NECC (3 DIMMS)
  - Entry Level Quietkey Keyboard, PS/2, (No Hot Keys)
  - 256MB ATI FireMV® 2260, 2MON, 2 DP w/ 1 DP to DVI Adapter
  - (2) 320 GB SATA IDE
  - Dell Professional 1909W 19in HAS Wide Monitor, VGA/ DVI, EPG
  - Microsoft® Windows 7
  - Dell Mouse and Keyboard
  - 16X DVD-ROM with Cyberlink Power DVD™
  - DataWorks Plus 14.0 Mega pixel Camera System
    - Camera Controller Software Kit
    - Face Find Controller
    - Remote Pan & Tilt
    - Camera Mounting Box*
    - NIST Lighting & Backdrop*
  - Digital PhotoManager™ Client Edition
  - Installation & Training

| Digital PhotoManager™ Capture Station | $11,954.00 |

*Customer to install
Quoted pricing includes the following services:

- Shipping, Integration, and Installation.
- Delivery approximately 30-90 days after receipt of order.
- Twelve-month warranty, commencing at delivery*
- Administrative, Trainer, & User Training.

*Components, such as printers, cameras, interfaces, etc., purchased after the initial system order will be limited to a 90 day warranty.

Additional engineering effort by DataWorks Plus beyond the scope of the standard product will be charged at our standard rate of $180 per hour, plus any related travel or administrative expenses.

Upon expiration of warranty for the above equipment, Standard Software Maintenance for the first year will be available at 14% of the system list price, and is renewable annually thereafter at then current pricing. Standard maintenance support (8 to 5 Monday through Friday with next day onsite support) includes repair or replacement of failed parts and software maintenance.

DataWorks Plus believes in ensuring that your data is secure. As such, all DataWorks Plus employees must pass an FBI background check as part of our hiring process. DataWorks Plus understands that agencies have their own background processes and will comply with standard vendor background checks for employees either participating in the install or on-going maintenance. Standard vendor background checks include fingerprints, employment history, local, state and/or FBI checks. Extensive background processes beyond what is considered a standard check will be at the sole financial responsibility of the agency and should be coordinated with DataWorks Plus for scheduling and billing.

DataWorks Plus appreciates the opportunity to present this proposal, which will be valid for 90 days, after which availability and prices are subject to change. To confirm your requisition, please submit your purchase order within this time frame. Prices are exclusive of any and all state, or local taxes, or other fees or levies. This quote is subject to the following conditions:

1. 50% payment due with Purchase Order
2. 50% payment due at installation.
3. Payment net thirty (30) days from receipt of invoice.
4. Warranty begins at delivery.
2. Annual Support Cost of $6,000.00 begins in second year.

1. Setup and Training to be handled by TCSO.

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Prepared by: Charles Conigli

Quotation Valid until: 1/22/2013

Phone 337-933-7918 Home Office 662-383-2046

Southeast, MS. 38871

1930 1st Commercial Dr.

Application Data Systems, Inc.

Quotation

ADSI
SUBJECT: LICENSE AGREEMENT BETWEEN THE PORTERVILLE SENIOR COUNCIL, COMMUNITY SERVICES EMPLOYMENT TRAINING, AND THE CITY OF PORTERVILLE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The City of Porterville leases the Santa Fe Depot, 280 N. 4th St., from the Housing Authority of Tulare County for $2,000 a year. The premises are leased for general community-based functions and activities. The Porterville Senior Council has been the sublessee of the building to provide such services. The Porterville Senior Council is interested in a new agreement as their current one has expired.

Community Services Employment Training (CSET) has proposed to provide regular senior citizen meals, as well as other senior programs, commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging service area.

The Porterville Senior Council will provide facility management oversight, utility services, and routine building and grounds maintenance. The Porterville Senior Council will schedule all activities in the Santa Fe Depot aside from CSET’s daily 8:30 a.m. – 2:30 p.m. usage.

CSET will pay to the Porterville Senior Council the cost of the utilities, refuse service, pest control, and other routine maintenance of the facility incurred by CSET usage.

The License shall be for a term of one year, commencing July 1, 2013, and terminating on July 1, 2014.

RECOMMENDATION: That the City Council approve the license agreement between the Porterville Senior Council, Community Services Employment Training, and the City of Porterville.

ATTACHMENT: License Agreement
PROPERTY LICENSE AGREEMENT

AND

AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS

OF THE PARTIES

Parties

1. This license agreement is entered into by and between the Porterville Senior Council ("Senior Council"), licensee, Community Services Employment Training ("CSET"), licensee, and the City of Porterville ("City"), licensor.

Description of Property

2. City is the lessee of certain real property situated in the City of Porterville, and more particularly described as the Porterville Santa Fe Depot ("Depot") located at 280 N. 4th Street, Porterville, California.

Grant of License

3. In consideration for and in accordance with the terms and conditions of this agreement, City grants the following Licenses ("the Licenses") to perform the following acts on the Property:

a. CSET shall have exclusive use of the upper level main room of the Santa Fe Depot Monday-Friday of each week between the hours of 8:30 a.m. and 2:30 p.m. for food services and programs.

b. If available, CSET may use the lower level on occasion by prior arrangement with the Senior Council.

c. CSET shall provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area.

d. CSET shall have use of the kitchen area on occasion and for special events such as holidays. Advanced notification should be submitted to the Porterville Senior Council preferably two weeks prior to use.

e. CSET shall have use of the storage room in the upper level main room for an office that CSET may secure.

f. CSET shall be responsible for the cleanliness of all areas utilized including the restrooms, and for stocking the restroom with paper products during and after use.

g. The Porterville Senior Council shall have exclusive use of the entire Santa Fe Depot seven days per week Monday-Friday 8:30 a.m. – 2:30 p.m., with the exception of the upper level main room and the other areas noted in this Agreement.

h. The Porterville Senior Council shall schedule all activities in the Santa Fe Depot aside from CSET's daily 8:30 a.m. – 2:30 p.m. usage, and notify CSET of the schedule.
Other Rights and Obligations

4. The following incidental rights and obligations accompany the License and the use of the property:

a. The City currently leases said property from Tulare County Housing Authority for the annual sum of Two Thousand Dollars ($2,000.00) payable in advance annually to the Housing Authority of the County of Tulare; provided that each year said rent shall be increased by three percent (3%). The Tulare County Housing Authority is not a party to this Agreement.
b. CSET shall pay to the Porterville Senior Council the cost of utilities, refuse service, pest control, other routine maintenance of the facility incurred by CSET usage. This amount will be reviewed monthly.
c. CSET shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of all areas used after all Licensee activities.
d. CSET shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost.
e. CSET shall provide an insurance certificate naming the City, the Senior Council, and the Tulare County Housing Authority as additional insureds.
f. CSET will be responsible for interior modifications to accommodate their programs.
g. The Porterville Senior Council shall provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building. The Senior Council shall coordinate with CSET on available resources.
h. The City, Porterville Senior Council and CSET shall meet semi-annually to address any concerns and coordinate schedules for the next six months.
i. The City shall facilitate, with Housing Authority of the County of Tulare, major building and property repairs, including repair and replacement of building equipment and fixtures, and repairs to the roof, plumbing, heating, ventilation, electrical and air conditioning systems.

In exercising these rights and obligations, Senior Council and CSET must use reasonable care and may not unreasonably increase the burden on the Property.

License Non-assignable

5. This License is personal to the licensees and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in licensees by the grant of this License.

Term of License

6. This License shall be for a term of one year, commencing July 1, 2013, and terminating on July 1, 2014. The parties may agree to extend this Agreement,
with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

**Termination of License**

7. On or before the termination date for this License specified in paragraph six of this agreement, CSET and Senior Council shall remove all of their personal property from the Property and shall leave the Property to the City in good order and repair to the reasonable satisfaction of the City, normal wear and tear excepted.

**Default**

8. In the event the Senior Council and/or CSET fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by the City, upon the party’s(ies’) receipt of written notice of the violation and its failure to cure within ten (10) days. More time may be granted for the cure of any violations if agreed to in writing by the parties.

**Termination**

9. The parties understand that the City has leased the premises from Tulare County Housing Authority, and said sublease is not scheduled to expire during the term of this Agreement. However, in the event the property is no longer available to the City, the License herein granted shall cease to be in effect, and the parties’ obligations to each other under this Agreement also cease.

**Entire Agreement**

10. This Agreement constitutes the entire Agreement between the City, CSET, and the Senior Council relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed on the _______ of ____________, 2013.

PORTERVILLE SENIOR COUNCIL

____________________________
President

COMMUNITY SERVICES EMPLOYMENT TRAINING
CITY OF PORTERVILLE

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

APPROVED AS TO FORM

Julia M. Lew, City Attorney
REQUEST TO REPLACE POLICE DEPARTMENT RADIO FREQUENCY REPEATERS

POLICE DEPARTMENT

Interoperable emergency communications is essential to emergency response, safety of our community, and national security. Of all the problems experienced during disaster events, one of the most serious is lack of communication due to the absence of appropriate and efficient means to collect, process, and transmit important and timely information. In some cases, radio communication systems are incompatible and inoperable not just within a region, but within departments or agencies within the same community. Non-interoperability occurs due to the use of outdated equipment, limited availability of radio frequencies, and lack of coordination between agencies.

In December 2004, the Federal Communications Commission (FCC) ruled that all private land mobile radio users operating below 512 MHz must move to 12.5 kHz narrowband voice channels and convert to high efficiency data channel operations. The rule change had considerable impact because most current public safety radio systems were using 25 kHz voice channels. Thus, all municipal governments and state and local public safety systems using 25 kHz radio systems had to migrate to 12.5 kHz narrowband voice channels by December 31, 2012.

In order to develop a single technical standard for public safety radio communications, industry and user groups helped to develop a suite of standards called Project 25 (P25), which is a digital voice format that can be used in conventional or trunked radio systems (a system that accommodates and manages multiple channels) operating on 12.5 kHz channel bandwidth. P25 standards include multiple interfaces, which allow the exchange of information between various components of a land mobile radio system, ensuring that two-way radios are interoperable and will enable public safety responders to communicate with each other. Presently, there are no time mandates associated with P25 compliance, but all communications equipment manufactured after January 1, 2011, must meet P25 standards, which results in non-compliant equipment being replaced through attrition.

In summary, narrowband channels are more efficient and will allow additional channels to be used and P25 compliant (digital) radio systems will ensure communication devices can talk to each other.
A recent survey of the radio repeaters for Porterville Police Department radio channels revealed that all three (3) repeaters were analog systems that fail to meet P25 standards. Furthermore, the repeaters were installed at different times between 2002 and 2006, making all of them nearly obsolete as the life expectancy for such equipment is typically eight (8) to ten (10) years. The ageing repeaters have reached the end of their life expectancy and need to be replaced before a failure occurs. Additionally, the repeaters need to be replaced with P25 compliant equipment, as was accomplished when the Porterville Fire Department replaced their repeaters.

The suggested replacement equipment had been identified as dual-purpose equipment which is capable of analog operation for communicating with present radio equipment and digital operation that can be activated in the future for communicating with P25 compliant equipment. The first phase of the project will involve purchasing and replacing three (3) repeaters at the tower and setting them to analog mode for continued operation. The second phase of the project will involve purchasing and installing equipment necessary to transmit digital signals over existing phone lines. The second phase of the project will not be necessary until some point in the future, when all of our radio equipment meets P25 standards.

Department staff researched the estimated costs of executing the first phase of the repeater replacement project and sent requests for quotes to three (3) different vendors. SC Communications is a Motorola preferred vendor and can offer Los Angeles County contract pricing, which is presently the lowest price available from Motorola Corporation. The County of Tulare advised that we would have to purchase the equipment from SC Communications as quoted and hire them (Tulare County) to install the equipment. MD Communications was unable to purchase the equipment under the Los Angeles County contract, so their quote exceeded the other significantly. The quotes received were as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC Communications</td>
<td>$53,411.30 - Equipment</td>
</tr>
<tr>
<td>MD Communications</td>
<td>$57,825.69 - Equipment</td>
</tr>
<tr>
<td>County of Tulare</td>
<td>Equipment to be Purchased from SC Communications</td>
</tr>
</tbody>
</table>

In order to meet the aforementioned narrowband mandate, the City set aside funds (Narrowband Project) for the modification or replacement of all radio equipment that failed to meet the new standards. All City-owned radio equipment was brought into compliance or replaced before December 31, 2012. At the conclusion of the project, $76,715.06 remained in reserve. This reserve could be
utilized to fund the first phase of the repeater replacement project. The second phase of the project is not necessary at this time and has been estimated to cost between $22,000.00 and $25,000.00.

RECOMMENDATION: That the City Council:

1) Authorize the purchase of the equipment from SC Communications in the amount of $53,411.30; and

2) Authorize the acceptance of the lowest bid on installation services in the amount of $1,040.00, which was offered by County of Tulare IT Radio Comm.

Attachments: Motorola Quote for Equipment (from SC Communications)
SC Communications Quote for Installation Services
County of Tulare Quote for Installation Services
MD Communications Quote for Equipment and Installation Services
Based on LA contract price

In response to your request, we take pleasure in quoting:

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>T7039 GTR 8000 Radio</td>
<td>$4,800.00</td>
<td>$14,400.00</td>
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<td>2</td>
<td>3</td>
<td>X640AL UHF 435-524 MHZ Mid Power</td>
<td>$5,040.00</td>
<td>$15,120.00</td>
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<tr>
<td>3</td>
<td>3</td>
<td>CAO1946AA Astro 3.1 Conventional Software</td>
<td>$4,745.00</td>
<td>$14,235.00</td>
</tr>
<tr>
<td>4</td>
<td>3</td>
<td>CAO1946AA Conventional Mixed Mode Operation</td>
<td>$400.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>5</td>
<td>3</td>
<td>X182CA ADD: Duplexer</td>
<td>$1,104.00</td>
<td>$3,312.00</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>CAO1504AA antenna relay</td>
<td>$280.00</td>
<td>$840.00</td>
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<tr>
<td>7</td>
<td>3</td>
<td>X255AP BR Preselector 380-512 MHZ</td>
<td>$400.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>8</td>
<td>3</td>
<td>X153AW Rack Mount Hardware</td>
<td>$40.00</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

Note: Prices do not include programming or installation. Prices are based on the LA Fire Contract.

<table>
<thead>
<tr>
<th>Equipment Sub Total</th>
<th>Estimated Surface Freight</th>
<th>8.50% Tax</th>
<th>Grand Total</th>
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</thead>
<tbody>
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<td>$49,227.00</td>
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<td>$4,184.30</td>
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<td></td>
<td></td>
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<td>$53,411.30</td>
</tr>
</tbody>
</table>

This quotation expires 90 days of the date set forth above unless purchaser's acceptance is received by Motorola prior to that date.

This quote is a non-binding quotation and should be used for budget planning purposes only.

Terms on this quote are net 30 days from shipment.

Special Instructions: FOB
Shipping point: ORIGIN
Shipping date: 30 DAYS ARO
Completion date: 
Freight Terms: Pre-pay & Add

The warranty period ("Warranty Period") is 12 Months from the date Motorola completes installation or from date of shipment. If Motorola is not responsible for installation.

Motorola
Jaime Hastings
By:

Purchaser's Acceptance
Title: Account Manager
Date: April 17, 2013
Signature:
$3,000.00

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$3,000.00

$5,000.00

$15,000.00

$600.00

$2,650.00

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Ship To:
Porterville, Police Department
350 N. "D" St.
Porterville, Ca 93257

Manufacturer:
Model: GTR8000
Serial Number:
Alternate ID:
Reference: repeaters
MileAge:

Phone: 559-782-7404
Alternate Phone:
Service Rep: BDSMITH
Cust PO: Install new
Valid Date: 7/4/2013
Terms:

<table>
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<th>Description</th>
<th>Indications/Work Performed</th>
<th>Quantity</th>
<th>Price</th>
<th>Extended</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Remove three MTR2000 repeaters and install three new GTR8000 repeaters at Scenic Heights. Remove old equipment and deliver to Porterville PD. The existing repeaters are mounting in 19 inch racks within the building. The new equipment will be installed in the same location as the old equipment. Drive to Porterville. Pickup three new GTR8000 repeaters and duplexer. Drive to Scenic Heights. Remove a MTR2000 repeater, one at a time, and replace with a new GTR8000 repeater. Program all new GTR8000's for analog operation. Connect each repeater to the existing wireline connections to the PD console. Test each repeater with units in the field. Note: these repeaters can do digital communications, but not without having an external Digital Interface Unit (DIU3000, available separately from Motorola). This unit takes the digital signal as heard over the air and converts it to analog audio, which can then be sent over the wireline to the PD console. The installation and or purchase of these modules are not covered in this service quote, and will need to be estimated separately. While we have quoted 16 hours of labor, we will bill what the actual time is, even if its is less than this estimate. We do not expect anything out of the ordinary with the installation of this equipment. However, if we come across something unforeseen, we will use prudence in causing any extra cost, and depending on the magnitude of the issue, will contact Porterville PD with the issue before we proceed, for guidance. Labor is two people. 1 day</td>
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<th>Service Call:</th>
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<tr>
<td>Quantity</td>
<td>Description</td>
<td>Model #</td>
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<tr>
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<tr>
<td>3</td>
<td>GTR8000 BASE RADIO</td>
<td>T7039</td>
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<tr>
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<td>ADD:UHF R2 435-524MHZ</td>
<td>X640AL</td>
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<tr>
<td>3</td>
<td>ADD:ASTRO 3.1 CONV SW</td>
<td>CA01948AA</td>
</tr>
<tr>
<td>3</td>
<td>ADD:DUPLExER</td>
<td>X182BZ</td>
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<tr>
<td>3</td>
<td>ADD: PRESELEcTOR</td>
<td>X265ZP</td>
</tr>
<tr>
<td>3</td>
<td>RACK MOUNT HW</td>
<td>X153AW</td>
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<tr>
<td>3</td>
<td>ADD: FALL BACK IN CAB (WL)</td>
<td>CA01503AA</td>
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<tr>
<td>3</td>
<td>MIX MODE OPS</td>
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<td>DISCOUNT</td>
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</table>

Subtotal: $53,112.00

Tax: $4,713.69

Shipping
Programming: $50.00
Installation: $1,500.00
License

Total: $59,375.69

M D Communications INC
4539 N Brawley Ave., Ste 103
Fresno, CA 93722
(559) 276-0971
EUGENE ORTA
SUBJECT: STANDARD AGREEMENT ALLOWING USE OF POLICE FACILITY BY STAFF OF THE PORTERVILLE COLLEGE

SOURCE: POLICE DEPARTMENT

SUBJECT: The Porterville Police Department weapons range became operational in May of 2011 for live fire training. The Porterville Police Department would like to extend use of the training facility to staff of the Porterville College.

The Porterville College has agreed to pay a sum of $600 per year to the City of Porterville in compensation for donated services over the next one (1) year. This amount is based upon a monthly usage. The agreement will be re-evaluated every year for renewal.

RECOMMENDATION: That the City Council:
1) Approve the Agreement for the period of 07/01/13 through 06/30/14; and
2) Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENT: Standard Agreement between Contractor (City of Porterville Police Department) and Porterville College for use of range training facility.

DD  CM  Appropriated/Funded  Item No. 14
POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2013, between the CITY OF PORTERVILLE ("CITY"), and PORTERVILLE COLLEGE ("PC"), (each a "Party," and collectively, the "Parties"), with reference to the following:

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

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

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for twelve (12) months, commencing on July 1, 2013, and ending on June 30, 2014.

2. PC use of the Range will vary depending on the range training necessary, as outlined by the Peace Officer Standards and Training (POST) guidelines, and as scheduled to accommodate the Police Reserve Academy dates.

3. The cost per this agreement term shall be equal to six hundred ($600) dollars.

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

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

6. PPD and PC agree the Range shall be open and usable by members of the PC Police Academy at such times that are mutually agreeable to both parties. Exclusive use of the facilities by PC must be coordinated with, and scheduled by, the PPD Range Supervisor.
7. Prior to exclusive use of the Range, PC will submit their training agenda and course of fire to the PPD Range Supervisor as outlined in the Reserve Police Academy’s POST learning domain.

8. PC agrees that its members/cadets using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations attached.)

9. On their scheduled training days, the PC Range Master shall contact PPD Watch Commander (559) 782-7400 upon their arrival and departure from the Range.

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

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

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

13. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.

14. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence; (2) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

   a. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the
other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

b. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-791-7999

PORTERVILLE COLLEGE:

Porterville College
100 E. College Avenue
Porterville, CA 93257
Phone: 559-791-2200
Fax: 559-784-4779

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

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

17. Termination.

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

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

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

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

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

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

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

19. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
20. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

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

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

24. It is expected that this agreement will continue into coming years. At the end of this agreement, the Chief of Police and the Dean—Career & Technical Education, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

__________________________________________  
Chuck McMillan, Chief of Police  

Date

PORTERVILLE COLLEGE:

__________________________________________  
Tom Burke, Chief Financial Officer  

Date
FIREARMS RANGE RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.
SUBJECT: STANDARD AGREEMENT ALLOWING USE OF POLICE FACILITY BY STAFF OF THE WOODLAKE POLICE DEPARTMENT

SOURCE: POLICE DEPARTMENT

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

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

RECOMMENDATION: That the City Council:
1) Approve the Agreement for the period of 07/01/13 through 06/30/14; and
2) Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENT(S): Standard Agreement between Contractor (City of Porterville Police Department) and the City of Woodlake for use of range training facility.
POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2013, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF WOODLAKE ("WOODLAKE"), (each a "Party," and collectively, the "Parties"), with reference to the following:

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

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

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one (1) year, commencing on July 1, 2013, and ending on June 30, 2014.

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

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

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

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

6. PPD and WPD agree the Range shall be open and usable by members of WPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by WPD must be coordinated with, and scheduled by the PPD Range Supervisor.
7. Prior to exclusive use of the Range, WPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.

8. WPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations attached.)

9. On their scheduled training days, the WPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.

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

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

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

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

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-719-7999
CITY OF WOODLAKE:

City Clerk of the City of Woodlake
350 N. Valencia Boulevard
Woodlake, CA
Phone: 559-564-8055

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

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

16. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PORTERVILLE:

Chuck McMillan, Chief of Police

CITY OF WOODLAKE:

Michael Marquez, Chief of Police
FIREARMS RANGE RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.
SUBJECT: STANDARD AGREEMENT ALLOWING USE OF POLICE FACILITY BY STAFF OF THE LINDSAY POLICE DEPARTMENT

SOURCE: POLICE DEPARTMENT

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

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

RECOMMENDATION: That the City Council:
1) Approve the Agreement for the period of 07/01/13 through 06/30/14; and
2) Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENT: Standard Agreement between Contractor (City of Porterville Police Department) and the City of Lindsay for use of range training facility.
POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2013, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF LINDSAY ("LINDSAY"), (each a "Party," and collectively, the "Parties"), with reference to the following:

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

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

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one (1) year, commencing on July 1, 2013, and ending on June 30, 2014.

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

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

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

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

6. PPD and LPD agree the Range shall be open and usable by members of LPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by LPD must be coordinated with, and scheduled by the PPD Range Supervisor.
7. Prior to exclusive use of the Range, LPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.

8. LPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations attached.)

9. On their scheduled training days, the LPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.

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

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

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

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

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-719-7999
CITY OF LINDSAY:

City Clerk of the City of Lindsay
251 East Honolulu Street
Lindsay, CA
Phone: 559-562-7103
Fax: 559-562-7100

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

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

16. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PORTERVILLE:

_____________________________
Chuck McMillan, Chief of Police

CITY OF LINDSAY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.
SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider the Process Whereby City Proclamations are Approved

SOURCE: City Manager

COMMENT: City Council Member Shelton has requested that the Council consider the process whereby City Proclamations are approved.

RECOMMENDATION: Council Member Shelton makes the motion that the City Council authorize the scheduling on the next Council Agenda the consideration of the process whereby City Proclamations are approved.

ATTACHMENT: None
SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider Rescinding the City Proclamation of “Gay Pride Month” for June 2013, and Adopt a Resolution of Support for June 2013 as “A Month of Community Charity and Goodwill to All in Porterville”

SOURCE: City Manager

COMMENT: City Council Member Ward has requested that the Council consider rescinding the City’s Proclamation of “Gay Pride Month” for June 2013, and adopt a Resolution of Support for June 2013 as “A Month of Community Charity and Goodwill to All in Porterville”.

RECOMMENDATION: Council Member Ward makes the motion that the City Council authorize the scheduling on the next Council Agenda the consideration of rescinding the City Proclamation of “Gay Pride Month” for June 2013, and adopt a Resolution of Support for June 2013 as “A Month of Community Charity and Goodwill to All in Porterville”.

ATTACHMENT: Draft Resolution
RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
DESIGNATING JUNE 2013 AS A MONTH OF COMMUNITY CHARITY AND
GOODWILL TO ALL IN THE CITY OF PORTERVILLE

WHEREAS, Porterville is a community of caring and spiritual people who have
created a healthy, safe and secure place for people of all geographic, ethnic, economic,
religious, and lifestyle backgrounds to live, work, raise their children and age with
dignity;

WHEREAS, hate crimes, bullying and suicide is continuing at alarming rates
across the nation;

WHEREAS, fundamentally, charity towards our fellow man is a personal decision
that comes from an attitude that is learnable and embraceable - a belief that every
person on earth is a treasure, vital to the health and prosperity of all;

WHEREAS, Porterville is a community promoting charity and goodwill to all in
loving our neighbor as ourselves because of our trust in God, while focusing on how we
interact with our families, our neighbors and coworkers by respecting them and
ourselves;

WHEREAS, the people of Porterville, in keeping with the principle of liberty for
all, unequivocally oppose any manifestation of hatred and prejudice towards any group
or individual in our community;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

The City Council of the City of Porterville does hereby designate the month of
June 2013 as "A Month of Community Charity and Goodwill to All" in Porterville and we
resolve to stand together with all people of good faith in our community and declare
unequivocally that we have the power to change our attitude, to overcome our
ignorance and fears, and to influence our children, our peers and our neighbors to be
more charitable. It begins with "each one of us."
This Resolution shall take effect from and after the date of its passage and adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2013.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: __________________________
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration

COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8630 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination whether to continue or terminate the local emergency declaration.

Since its last review on June 4, 2013, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of $361,750 in damage repair projects were defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, which after final FEMA administrative review, a total of approximately $270,000 was approved. Although all repair projects were originally to be completed by no later than July 2012, the City received a one (1)-year extension to July 2013.

At its meeting on October 16, 2012, the Council awarded a contract in the amount of $95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), Ei Granito Street (near Zalud Park), E. Grand Avenue (at Henrahk Street), and W. Grand Avenue (at Hawaii Street). At its meeting on December 18, 2012, the Council accepted the completion of these identified CEMA repairs, including $90,295.53 in final construction costs.

At its meeting on March 5, 2013, the Council awarded a contract in the amount of $29,997.25, also to Greg Bartlett Construction (Porterville), for CEMA repairs of West Street and related storm drain improvements between Scranton and Tea Pot Dome Avenues. At its meeting on May 7, 2013, the Council accepted the completion of these identified CEMA repairs, including $19,392.25 in final construction costs.

At its meeting on April 2, 2013, the Council awarded a contract in the amount of $138,350 to Intermountain Slurry Seal, Inc. (Reno, Nevada), for the CEMA repair of Henderson Avenue between Patsy and Balmoral Streets.
RECOMMENDATION: That the Council:
1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

ATTACHMENT: None
PUBLIC HEARING

SUBJECT: ADOPTION OF FISCAL YEAR 2013-2014 BUDGET

SOURCE: City Manager

COMMENT: Consistent with the City Charter, the City Manager has submitted for Council consideration a draft Budget for the 2013-2014 Fiscal Year. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City departments for the ensuing year.

The budget message presented with the draft document is attached, which emphasizes the significant projects and factors involved with the Budget's development, and recommends periodic review of budget targets and the revision of expenditures to meet those targets (if necessary).

Generally, the overall reduction in Fund balances proposed will result from using monies accumulated for capital expenditure being used to implement projects.

The City Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted." All spending authority from the current 2012-2013 Fiscal Year budget expires after June 30, 2013. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2013. The Charter is not specific as to the duration of the adoption, thus accordingly, consistent with past Council discussion, the Council may authorize a budget adoption period less than the full fiscal year.

From its Study Session on June 11th, the City Council discussed and gave direction that the several City budgetary subjects be reviewed in greater depth during the coming Fiscal Year, including: review of the employee health insurance program, Parks & Leisure Services Commission review of leisure activities (Golf Course, OHV, Swimming Pool, etc), evaluation of potential City surplus properties, and City infrastructure replacement needs.
Council also gave direction to develop a modified design to the new Animal Shelter that would include the construction of the support office and approximately forty kennels. Funds to be received by the City from the PTAF settlement were to be applied to the project to facilitate its construction funding. Also, staff was directed to begin discussions with the City of Lindsay toward the acquisition of the existing Animal Shelter.

In addition, staff has recognized that a Public Works street light improvement project was not included in the Capital Projects work plan, which includes signal improvements at the intersection of Putnam Avenue and “D” Street, and is funded through the Federal Highway Safety Improvement Program (HSIP).

RECOMMENDATION: The City Manager recommends that the City Council consider adoption of the proposed 2013-2014 Fiscal Year Budget, including any modifications and for the time period designated by Council.

ATTACHMENTS: 1. Budget Message
2. Draft Resolution for General Fund Budget
3. Recertification of Measure H Expenditure Plan
4. Draft Resolution for Special Revenue, Enterprise, Internal Service, and Capital Projects Fund Budgets
5. Capital Projects Worksheet (as modified)
FY 2013-14 Preliminary Budget
June 4, 2013

Honorable Mayor, Vice Mayor and Members of Council:

Since the beginning of the “Great Recession” in 2008, the City has weathered extraordinary budgetary challenges. However, the approaching fiscal year is anticipated to be the least challenging of the past five years. Given improving economic conditions, and especially the successful passage of Proposition 30 this past November, the State’s budgetary condition appears to have stabilized, and thus no negative impacts by the State are expected upon the City budget as we have experienced in recent years (elimination of Redevelopment, redirection of Vehicle License Fee funds, redirection of Off-Highway Vehicle funds, etc).

Although it would appear that the national, state, and local economies have stabilized, only moderate improvement is anticipated for the next couple of years. Locally, the construction of the new South County Justice Center is nearing completion, with its opening scheduled for this coming Fall 2013. With the assistance of a $60 million State grant, the County is conducting its required environmental review toward the development of a new South County detention facility, with construction anticipated to begin in 2014 and become operational in 2016. The opening of Kohl’s in the Porterville Marketplace precipitated the expected companion retail development (PetSmart, Marshall’s, Famous Footwear, Rue21, etc), with additional national-brand retailers also seeking to locate in Porterville, either on the Henderson Avenue or Highway 190 commercial corridors. The Superior Court recently ruled in favor of the City and the Council’s approval of the Riverwalk Phase II (Super Walmart) EIR, though it is anticipated that the opponents will file an Appeal to the decision - the best case scenarios provide Walmart to begin construction in late Fall 2013 absent an appeal, or late Fall 2014 with a favorable Appellate Court ruling. As evidenced by the recent development activity (ampm, El Pollo Loco, and Les Schwab Tire Center), meetings at the recent ICSC conference hold great promise for both the Riverwalk and Jaye Street Crossings commercial centers (and the Henderson Avenue commercial corridor), although further development of the centers will likely be concurrent with Walmart’s development. In addition, there are a number of other development projects throughout the community that are anticipated to begin construction during the coming fiscal year, including new residential. Permits issued for new construction are anticipated to improve yet remain comparatively sluggish, with approximately a quarter of the permits anticipated to be issued (30) that were issued in 2008 (110).

Perhaps no better indicator of the economic downturn and recent stabilization has been the City’s General Fund. With Property, Sales & Use, and Utility Users Taxes historically combining to constitute over sixty-five percent (65%) of General Fund revenues, the City has experienced a $2.4 million decrease since 2008, with General Fund revenues dropping from approximately $24.1 million in the 2007-08 fiscal year to $21.7 million estimated in the current 2012-13 fiscal year. As tax revenues have been
moderately improving, staff has conservatively estimated General Fund revenues for the coming fiscal year at approximately $22.1 million.

Conversely to General Fund revenues, expenditures have increased almost $1.7 million since 2008, increasing from approximately $19.5 million in the 2007-08 fiscal year to approximately $20.7 million in the current 2012-13 fiscal year. Expenditures for the coming 2013-14 fiscal year are currently budgeted at $23.2 million, resulting in an estimated $1.1 million budget shortfall. A budget-balancing solution employed for the past couple of difficult years has been to curtail Departmental spending to either 94% or 95% of budgeted expenditures, which this next year would “save” approximately $1.16 million (95%). The recent refinancing of the 2005 Certificates of Participation (COP) reduced the General Fund’s annual debt service obligations by almost $500,000, providing future financial flexibility and potentially presenting possibilities for the General Fund to further fund capital projects.

As the Council is aware, with the State’s budgetary situation stabilized, the greatest budgetary threat now looming for the City is the expected double-digit CalPERS employer contribution rate increases recently adopted by the CalPERS Board of Directors, scheduled to take effect July 1, 2015. Based on current payroll, and absent subsequent modifying action by the CalPERS Board, such an increase would likely exceed $1 million in increased expense to the General Fund. The City currently experiences an effective employer contribution rate of 31.234% for Public Safety employees, and 22.285% for Non-Public Safety employees, for every $1.00 of payroll paid, and current Agreements with each of the City’s six employee Associations (Fire, Fire Management, General Series, Management/Confidential, Police, and Public Safety Support) have all come to Agreement to share equally in the slight increased PERS pension costs through the coming fiscal year.

With regard to capital projects funded by the General Fund and/or dedicated grant funds, utilizing CEQA-mitigation funds received in the location of the new South County Justice Center, the lighting of the softball fields and central playing fields at the Sports Complex ($450,000) are under design and should be installed by this coming Fall 2013.

Utilizing Proposition 84 grant funds ($2.1 million), the design for the development of the new park on Chase Avenue is complete, with construction expected to begin this Fall and anticipated to open in Spring 2014.

A significant capital project yet without full-appropriation to begin construction is the planned new Animal Shelter on Grand Avenue, north of the City’s Corporation Yard. With $625,000 currently budgeted for construction of the facility, approximately $600,000 in additional funds would need to be appropriated to complete construction of Phase I of the facility, which would include either one hundred (100) kennels and none of the planned support staff office space, or forty (40) kennels and portion of the planned support office space. For the Council’s information and reference, the five (5) - year lease ($1/year) with the City of Lindsay for the use of their Animal Shelter expires on January 1, 2014. The City of Lindsay has indicated their interest in the City of Porterville purchasing the existing facility, either by purchase price or by the
corresponding offset of annual consolidated dispatch charges. The Council may consider Phase I construction of the new Animal Shelter to include fewer kennels and portion of the planned support office space, and enter negotiations with Lindsay in the acquisition of the existing Animal Shelter. As a point of consideration and reference, the City is also anticipating a one-time distribution of more than $600,000 in property tax funds by June 30, 2013, as settlement of the PTAF lawsuit against the County of Tulare:

MEASURE H
The beginning of construction of the new Public Safety Station is the primary project of emphasis this coming fiscal year, with the design of the facility nearly complete. Given an estimated construction cost of between $4 and $5 million, and approximately $3.5 million in Reserve with expected annual Measure H Fund revenues projected in excess of expenditures of at least $150,000 the next several years, it is anticipated that the new Public Safety station will be ready to begin construction in the coming fiscal year and be nearly fully-funded. With the approaching 2014 California Building Code Update (effective July 1, 2014), the City must pull permits to begin construction prior to July 1st, otherwise the facility design will need to be updated to address the new Building Code Update.

STREET PROJECTS
The Plano Street Bridge Widening Project remains the primary project of emphasis this coming fiscal year. The Engineer’s total estimated project cost was approximately $9,187,465, of which the City’s match is 11.47% ($1,053,800), which is funded through Certificates of Participation. Having recently advertised for bids, the lowest bid for the project was approximately $13.3 million, which Caltrans has agreed to increase their appropriation to $13.3 million, which Caltrans has agreed to increase their appropriation consummate with their 88.53% share ($2,655,900) and the City’s 11.47% match ($300,000) funded through Local Transportation Funds (LTF). Though originally planned to be completed in two construction phases due to the seasonal flow requirements of the Tule River, the project may be completed in a single phase due to the lack of precipitation this past year.

Significant previously-appropriated street projects that are anticipated to progress next fiscal year include: 1) Jaye Street Bridge Replacement/Widening ($9.2 million); 2) Jaye Street Roundabout & Montgomery Street Reconstruction ($1.65 million); 3) Westwood Street Shoulder Stabilization/Widening - Henderson Avenue to Westfield Avenue ($1.3 million); 4) Downtown Pedestrian Walkways - Garden Avenue and Oak Avenue ($900,000); 5) Newcomb Street Shoulder Stabilization/Widening, Phase 2 - Olive Avenue ($800,000); 6) W. North Grand Avenue Reconstruction, Phase 2 - Highway 65 to Prospect Street ($625,000); 7) Olive Avenue Reconstruction - Main Street to Plano Street ($525,000); 8) Lime Street Reconstruction - Henderson Avenue to Mulberry Avenue ($425,000); 9) Morton Avenue Shoulder Stabilization - Westwood Street to Highway 65 ($325,000); and Mathew Street Shoulder Stabilization - Olive Avenue ($140,000).
In regard to capital projects involving city streets and roadways, it is projected for the coming fiscal year that the City will have approximately $6 million in street construction and maintenance funds programmed for appropriation, consisting of approximately $1,500,000 in Congestion Mitigation and Air Quality (CMAQ), $1,320,000 in Gas Tax, $1,150,000 in Local Transportation Funds (LTF), $1,030,000 in "Regional" Measure R, $900,000 in "Local" Measure R, and $713,800 in Prop 1b funds. Consistent with the City's Pavement Condition Index (PCI), staff will present project recommendations to the Council for consideration of appropriation. Significant projects that are anticipated to progress next fiscal year include: 1) Jaye Street Bridge Replacement ($9.1 million); 2) Plano Street Bridge Widening ($8.6 million); 3) Westwood Street Shoulder Stabilization ($1.3 million); 4) Jaye Street Roundabout ($1.25 million); 5) Newcomb and Beverly Streets Shoulder Stabilizations ($1 million); 6) W. North Grand Avenue Reconstruction ($350,000); and 7) Morton Avenue Shoulder Stabilization ($330,000).

It is projected for the coming fiscal year that the City will receive approximately $800,000 in Measure R "Local" funds for micro-surfacing projects, of which the City has received an advance from TCAG to fund the micro-surfacing. Consistent with the City's Pavement Management Index (PMI), Council approved the micro-surfacing of Henderson Avenue (Patsy Street to Westwood Street), Indiana Street (Henderson Avenue to Westfield Avenue), Leggett Street (Putnam Avenue to the Porter Slough), and Gibbons Avenue (Jaye Street to Indiana Street). Given the favorable bids received, it is estimated that approximately $150,000 will be available for additional micro-surfacing project(s) for Council's determination.

Significant staff time will be spent in continued facilitation with Caltrans on the ongoing Highway 190 corridor study, with the Measure R Expenditure Plan Amendment currently being considered by TCAG having great influence on anticipated interchange and widening improvements.

**WATER PROJECTS**

With the completion of the 3 million-gallon Martin Hill reservoir, 500 thousand-gallon Rocky Hill reservoir, Morton Avenue trunkline, and Veteran's Park booster pump water projects funded by a CIEDB loan and resulting cost-savings in project construction, approximately $1.4 million of the original $8.0 million loan has been appropriated for the development of Well #32, located southwest of the Airport near the Porterville Fairgrounds. Also, in conjunction with the ongoing Island Annexation Sewer Extension Projects, water mains are expected to be installed in the areas not currently served by City water.

**SEWER PROJECTS**

With the first of the Island Annexation Sewer Extension Projects having begun construction, it is anticipated that more than $7 million in sewer extension projects will be constructed during the current 2012-2013, 2013-2014, and possibly 2014-2015 fiscal years, with the objective of connecting to City sewer the approximate 5,000 former County residents that were subject to annexation in 2006.
STORM DRAIN PROJECTS
Considering capital projects involving the City’s storm drain system, with regard to effects from the 2010 winter storm event, the storm drain system at Zalud Park will be improved to provide a permanent drainage connection from the Park to the Henderson Avenue and “G” Street drainage system ($260,000).

In summary, the Preliminary Budget proposed for the upcoming 2013-14 fiscal year represents the significant activities planned to improve our community, even during a continued improving yet challenged economic environment. Toward ensuring that the City’s planned revenues and spending remain in balance, it is recommended that the Council’s regular quarterly budget review continue.

Sincerely,

John D. Lollis
City Manager
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2013-2014

WHEREAS, the City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed General Fund Operating and Capital Improvement Budget for the period beginning July 1, 2013 and ending June 30, 2014 and

WHEREAS, the City Council after thorough review, has determined said budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenses of the General Fund of the City of Porterville for the 2013-2014 Fiscal Year based on the cash reserves balance;

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville General Fund Budget for the 2013-2014 fiscal year is adopted in the following amounts:

   Operating Budget $23,164,738
   Capital Projects 2,682,564
   Debt Service 1,202,422
   Total $27,049,724

2. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November, February and May of the fiscal year, or at any time information becomes available that would alter the viability of this budget.

3. The City Manager is authorized to transfer General Fund operating budget appropriations between functions as required.
4. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

Virginia R. Gurrola, Mayor

ATTEST:

John Lollis, City Manager / City Clerk
*RECERTIFICATION FOR 2013-14 FISCAL YEAR

MEASURE H EXPENDITURE PLAN

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on 1/2 Cent Sales Tax availability:

The City Council has evaluated Porterville’s safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

Fiscal Year 2013-14 Sales Tax Revenues $2,939,507
Interest 35,000
Total Revenues $2,974,507

Fiscal Year 2013-14 Expenditures
Maintain expanded patrol operations and gang suppression and narcotics operation with 10 sworn and 3 non-sworn Police personnel $1,363,634
Maintain 8 additional sworn Fire personnel and 1 Public Education Officer 976,906
Maintain public library hours and continue expansion of literacy programs as outlined in the library business plan with 3 full-time library assistants, part-time staffing and one third of a parks maintenance worker 440,000
Subtotal $2,780,540
Construction of Public Safety Station $3,500,000
Development of Library Literacy Center 100,000
Subtotal $3,600,000
Total Expenditures $6,380,540

John Lollis, City Manager / City Clerk
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE ADOPTING THE SPECIAL REVENUE,
ENTERPRISE, INTERNAL SERVICE, AND CAPITAL PROJECTS FUNDS
BUDGETS FOR FISCAL YEAR 2013-2014

WHEREAS, the City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Operating and Capital Improvement Budget for the Special Revenue, Enterprise, Internal Service, Debt Service, and Capital Projects Fund for the period beginning July 1, 2013, and ending June 30, 2014; and

WHEREAS, the City Council after thorough review, has determined said budgets, as modified and corrected, are in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenses of the Special Revenue, Enterprise, Internal Service, Debt Service, and Capital Projects Funds of the City of Porterville for the 2013-2014 Fiscal Year:

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Special Revenue, Enterprise, Internal Service, Debt Service, and Capital Projects Funds budgets for the 2013-2014 fiscal year, are adopted in the following amounts:

   Operating Budget      $34,009,214
   Capital Outlay        54,888,910
   Debt Service          4,932,050
   Total                $93,830,174

2. Pursuant to Ordinance No. 1684, the Porterville Police, Fire and Emergency Response 9-1-1 Measure Expenditure Plan, is hereby recertified for the 2013-2014 fiscal year and the document, attached as Exhibit “A”, reflects the financial consequences of the receipt, expenditure and allocation of Measure H Sales Tax Revenues for the 2013-2014 fiscal year.

3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

ATTEST:

Virginia R. Gurrola, Mayor

John Lollis, City Manager / City Clerk
CITY OF PORTERVILLE
ANNUAL BUDGET
2013 - 2014

CAPITAL PROJECTS

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ACCOUNT NUMBER</th>
<th>REQUIRED AMOUNTS</th>
<th>FUNDING SOURCE</th>
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<tbody>
<tr>
<td>Oak Ave walkway</td>
<td>89-9146</td>
<td>460,000</td>
<td>Measure R - Alt / TE grant / LTF</td>
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<td>Olive Ave (cold in place recycle project)</td>
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<td>Overlay program</td>
<td>89-9101</td>
<td>676,326</td>
<td>Special gas tax / Prop 1B</td>
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<td>Pavement mgt program implementation &amp; maintenance</td>
<td>89-9127</td>
<td>30,000</td>
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<tr>
<td>Piano Bridge/Tule River widening</td>
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<td>Putnam and D St traffic signal</td>
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<td>340,500</td>
<td>HBP / LTF / COP / Water dev fees</td>
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<td>Rock crushing and screening</td>
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<td>STP / STP</td>
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<td>Scenic Heights guard rail repair</td>
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<td>Signs and signals upgrade</td>
<td>89-9111</td>
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<td>STP</td>
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<tr>
<td>Street intersection safety evaluations</td>
<td>89-9106</td>
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<td>Vandalia median island</td>
<td>89-9141</td>
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<td>Westfield / Matthew - traffic mitigation</td>
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<td>45,875</td>
<td>Traffic impact fees</td>
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<td>Westfield / Westwood - traffic mitigation</td>
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<td>45,875</td>
<td>Traffic impact fees</td>
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<td>Westwood St - Henderson Ave to Westfield</td>
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<td>273,000</td>
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<td>TOTAL</td>
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STORM DRAIN

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<th>FUNDING SOURCE</th>
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<td>Drainage reservoir #14 expansion</td>
<td>89-9266</td>
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<td>Drainage reservoir #18</td>
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<td>Drainage reservoir #49</td>
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<td>Flood plain management</td>
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<td>20,000</td>
<td>Developer Fees</td>
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<td>Master plan payback</td>
<td>89-9206</td>
<td>144,765</td>
<td>Developer Fees</td>
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<td>Master plan update</td>
<td>89-9258</td>
<td>200,000</td>
<td>Developer Fees</td>
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<td>N Grand reconstruction (Prospect to SR65)</td>
<td>89-9267</td>
<td>330,000</td>
<td>Developer Fees</td>
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<td>South Jaye St extension</td>
<td>89-9259</td>
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<td>Developer Fees</td>
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<td>Storm drain #30 and piping</td>
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<td>322,000</td>
<td>Developer Fees</td>
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<td>Tomah Ave - Porter Rd to Wisconsin</td>
<td>89-9265</td>
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<td>Zalud Park storm drain upgrade</td>
<td>89-9229</td>
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PARKS AND LEISURE SERVICES

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<td>Chase Avenue park</td>
<td>89-9494</td>
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<td>Prop 84 grant</td>
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<td>Library literacy center development</td>
<td>89-9405</td>
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<td>GF carryover / Measure H</td>
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<td>Library restroom remodel</td>
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<td>Lime Street park</td>
<td>89-9871</td>
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<td>Practice field lighting</td>
<td>89-9498</td>
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<td>CEQA mitigation</td>
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<td>Putnam property improvements (across Murry Park)</td>
<td>89-9499</td>
<td>61,000</td>
<td>Housing related parks grant</td>
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<td>Santa Fe gym floor</td>
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<td>28,385</td>
<td>CDBG</td>
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<td>Sports complex access road</td>
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<td>Sports complex restroom/concession</td>
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<td>Contribution-Porterville Youth Football</td>
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<td>Sports park shade structure</td>
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<td>Tule River Parkway, Phase III</td>
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<td>Zalud park shade structure</td>
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## Public Works - Signals

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* Re-appropriated from prior year.

**Funding Fiscal Year 13/14**

STP = Surface Transportation Program
LTF = Local Transportation Fund
Reapp LTF = Local Trans. Funds
CMAQ = Congestion Mitigation and Air Quality Funds
HSIP = Highway Safety Improvement Program
Traffic Impact Fees

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PUBLIC HEARING

TITLE: MINOR CONDITIONAL USE PERMIT FOR COMMERCIAL CROP CULTIVATION ON RESIDENTIAL AND COMMERCIALLY ZONED LAND ON THE WEST SIDE OF CONNER STREET BETWEEN MORTON AND OLIVE AVENUES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: In January 2012, the City Council amended the Development Ordinance to expand the areas where commercial crop cultivation could take place within the City. Until that time, commercial crop cultivation was a permitted use in the Agricultural Conservation (AC), Rural Residential (RR), Industrial Park (IP), Airport Industrial (IA) and General Industrial (IG) zone districts. The ordinance now allows crop cultivation in those zone districts as a permitted use, and in all other City zone districts except downtown districts on an interim basis subject to a Conditional Use Permit. Section 301.21 of the Development Ordinance provides development standards and conditions of approval for such a use.

On April 17, 2013, the Project Review Committee reviewed the first project proposed as a result of the amended ordinance. A table grape vineyard approximately 37 acres in size is proposed on the west side of Conner Street between Morton and Olive Avenues.

ANALYSIS: The vineyard is proposed on eight (8) parcels of land, each approximately 4.6 acres in size. The property was subdivided in the 1970s, and acquired by the property owner in 2005 with the intent to develop multi-family residential homes and a neighborhood commercial center consistent with the recently adopted General Plan. Since that time, the development market has experienced a downturn, making construction of the originally intended project infeasible at this time.

The project proposes to plant a vineyard on the site, with rows oriented east to west. Spacing of the vineyard would be approximately 12 feet between rows, and seven feet between vines. The vineyard would be drip irrigated and would include an equipment staging and storage area on the southernmost parcel, on the western edge of the parcel. An existing well, recently rehabilitated, is located in the equipment staging and storage area, and this location, represented on Attachment 1, would be a central hub for activity during harvest times. Vehicular access to the site will be taken from Conner Street.

Pioneer Ditch Company has an easement through the property, and a pipeline transects the project site. The planting plan would avoid the pipeline, allowing easier access in the event the pipeline must be repaired. The property owner holds shares in Pioneer Ditch Company, but the primary
source of water for the project would be the on-site well. The applicant has expressed interest in obtaining City water for irrigation purposes in events when the well fails, as a backup measure. At the time that the Commercial Crop Cultivation Ordinance was drafted, staff did not anticipate that agricultural uses would want to connect to City water, due to the cost. Staff is not in favor of providing domestic water for agricultural uses. However, if the Council selects to allow connection on site to City water, the applicant would be required to comply with all water system connection design standards and pay all fees, which for this project would be approximately $80,000. This impact fee would not include service lines, meter, or backflow device costs.

Due to the fact that the proposed crops will be served by drip irrigation, no vector control plan was required. The applicant will maintain the site free of standing water.

ENVIRONMENTAL REVIEW:

The proposed project is exempt pursuant to the California Environmental Quality Act as a minor alteration to land (§15304 of the California Code of Regulations). A Notice of Exemption will be filed with Tulare County if the Council approves the project.

RECOMMENDATION: That the City Council:
1) Adopt the draft resolution approving the minor Conditional Use Permit for commercial crop cultivation subject to conditions of approval; and
2) Provide direction to staff regarding connection to City water.

ATTACHMENTS:
1. Project vicinity map
2. Project site plan
3. General Plan Map
4. Zoning Map
5. Contour Map
6. Draft Resolution
PRC 2013-017
Commercial Crop Cultivation- Vineyard
Project Vicinity Map
1" = 700 ft.

ATTACHMENT
ITEM NO.
RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A
MINOR CONDITIONAL USE PERMIT (2013-017-c)
FOR COMMERCIAL CROP CULTIVATION ON A 37± ACRE SITE
WEST OF CONNER STREET BETWEEN MORTON AND OLIVE AVENUES

WHEREAS: The City Council of the City of Porterville at its regularly scheduled
meeting of June 18, 2013, conducted a public hearing to consider approval of a minor
Conditional Use Permit to allow crop cultivation on lands zoned High Density Residential
(RM-3) and Neighborhood Commercial (CN) on a 37± acre parcel; and

WHEREAS: The project site is currently undeveloped; and

WHEREAS: On June 13, 2013, the Environmental Coordinator made a preliminary
determination that the project is exempt from the California Environmental Quality Act as
a minor alteration of land per §15304 of the California Code of Regulations; and

WHEREAS: The proposed Conditional Use Permit is supported by the General
Plan and Development Ordinance in that the proposed development is consistent with
Section 301.21 of the Porterville Development Ordinance (Chapter 21 of the Porterville

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Porterville does hereby make the following findings:

1. The Ordinance enabling the City Council to approve Commercial Crop
Cultivation in the RM-3 and CN zone districts, subject to a Conditional Use
Permit, was enacted March 20, 2012 to provide for an interim use of the land
prior to permanent development activity being undertaken on the property.
The General Plan Land Use designations on the property include
Neighborhood Commercial, Medium Density Residential and High Density
Residential. Zoning classifications for the property include Neighborhood
Commercial and High Density Residential. The General Plan and
implementing Development Ordinance adopted in 2008 and 2010
respectively have anticipated growth to occur on the site through the year
2030. The Environmental Impact Report certified for the adoption of the
General Plan included a statement of overriding conditions and findings of
fact regarding the conversion of agricultural land. The approval of interim
agricultural land use is in no way intended to mitigate or replace agricultural
land that has or will be taken out of production. Due to the effects of the
"great recession", development activity has been slowed and an interim use
of the land provided for by the Crop Cultivation Ordinance is consistent with
City policies.

2. The proposed vineyard at the subject site suits the original intent of the
Commercial Crop Cultivation ordinance by allowing on an interim basis an
agricultural operation until the development market will support the intended
development of the subject site.

ATTACHMENT
ITEM NO. 16
3. The proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

4. The City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the Conditional Use Permit for commercial crop cultivation of a vineyard as represented and incorporated herein as Exhibit “A” subject to the following conditions:

1. Any physical development and all uses shall be consistent with Exhibit A-Site Plan and typical vineyard planting design, attached hereto.

2. At all times, the project shall be operated and maintained to comply with applicable Local, State, and Federal laws and regulations, including but not limited to Section 301.21 of the Porterville Development Ordinance.

3. The applicant shall hold harmless the City of Porterville, its officers, attorneys, agents and employees as agreed to in the signed indemnification agreement dated April 4, 2013.

4. The term of this Conditional Use Permit shall be ten (10) years. If the applicant chooses to request a five year extension from the Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit.

5. All equipment, including harvesting and irrigation equipment, shall be screened from view from all public rights of way and adjacent residential developments.

6. The site shall at all times be kept free of litter and packaging materials. Temporary trash bins, if brought to the site during harvest periods, shall be kept within the screened area.

7. The site shall be maintained in a manner such that rodents would not cause a nuisance to surrounding properties.

8. The twenty (20) foot wide drive aisle represented along the perimeter of the project shall be maintained to accommodate maneuvering of trucks and equipment on-site, as well as parking during harvest and other times when additional personnel are at the vineyard.

9. Vehicular access to the site shall be taken from Conner Street.

10. The drip line irrigation system for the vineyard shall be maintained in good working order to prevent water runoff from the property.

11. The applicant will maintain the site free of standing water to avoid insect proliferation.

12. In the event that City water is provided to the site for agricultural purposes, the applicant shall comply with all City water standards.
13. Storage of hazardous materials, including fertilizers, herbicides, and pesticides, is prohibited on-site.

14. The Zoning Administrator shall consider any modifications to the development for consistency, and can consider modification to crop type so long as it remains consistent with the conditions herein.

PASSED, APPROVED AND ADOPTED this 18th day of June 2013.

By: ____________________________
   Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: ____________________________
   Patrice Hildreth, Chief Deputy City Clerk
Grape Trellising Method
SUBJECT: APPOINTMENTS TO THE TRANSACTIONS AND USE TAX ("MEASURE H") OVERSIGHT COMMITTEE; MEASURE R CITIZENS’ OVERSIGHT COMMITTEE; AND CITY’S INTERNAL AUDIT COMMITTEE

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: On May 7, 2013, Mr. Charles Webber tendered his resignation from the various City committees on which he serves, with an effective date of June 30, 2013. As such, the City now has vacancies on the Measure H Oversight Committee; the Measure R Citizens’ Oversight Committee; and the City’s Internal Audit Committee. Staff has publicized these vacancies through the Porterville Recorder, KTIP radio, the City’s website, and Constant Contact.

With regard to eligibility, the only committee with specific criteria is the Measure H Oversight Committee, which requires individuals to either be a resident of Porterville, a business owner, or business operator.

The vacant seats have terms as follows:

- Measure H Oversight Committee: Unexpired term ending in May 2014
- Measure R Oversight Committee: Two-year Term expiring June 2015
- Internal Audit Committee: No Specified Term

While no completed applications for appointment have been received as of the time of agenda compilation and distribution, several individuals have inquired about the vacancies and have been provided with appointment forms. In the event any applications are received subsequent to agenda distribution, they will be presented to the Council under separate cover.

RECOMMENDATION: That the City Council:

1. Consider the appointment of an interested individual to the Transactions and Use Tax Oversight Committee to fill the seat with an unexpired term ending in May 2014;

2. Consider the appointment of an interested individual to the Measure R Citizens’ Oversight Committee to fill the seat with a two-year term expiring in June 2015; and

3. Consider the appointment of an interested individual to the City’s Internal Audit Committee to fill the vacancy with an unspecified term.

ATTACHMENT: Resignation Letter from Mr. Charles Webber

Item No. 22
May 6, 2013

Virginia R. Gurrola, Mayor
City of Porterville
291 N. Main Street
Porterville, CA. 93257

Mayor Gurrola

I appreciate the confidence that the City of Porterville has given me to represent our great City on the following committees.

Measure H Oversight Committee

Measure R Oversight Committee

I do not wish to serve another term on the above committees as of June 30, 2013.

I also wish to resign as Vice Chair of the Internal Audit Committee effective June 30, 2013

Sincerely,

Charles F. Webber

Charles F. Webber
SUBJECT: RESOLUTION APPROVING AMENDMENT 3 TO MEASURE R EXPENDITURE PLAN

SOURCE: Public Works Department - Engineering Division

COMMENT: The Measure R Expenditure Plan serves as a guide for the use of transportation funds that will be generated through the Tulare County half-cent transportation sales tax through 2037. The Expenditure Plan was developed by the Tulare County Association of Governments and its nine member agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake and the County of Tulare) and approved by the voters in November 2006. The Expenditure Plan represents diverse community interests and addresses major regional transportation needs in Tulare County through the year 2037. The Plan provides a detailed blueprint that will allow for the leveraging of state and federal funds through the revenues that will be received through Measure R. The Plan provides funds for regional road improvements, public transit, rehabilitation of existing roads, and other transportation programs that will improve mobility and air quality within the County and each of the cities.

Consensus on the amendment to the Measure R Expenditure Plan was discussed and developed at the March 2013 Tulare County City Managers and CAO meeting. The attachment to the Resolution is the result of the consensus effort. Further refinements were presented at the April board meeting and workshop. The attached documents provide a full description that Amendment No. 3 makes to the Measure R Expenditure Plan.

On May 20, 2013, action was taken by the Tulare County Transportation Authority (TCTA) to allow for the submittal of the third Measure R Expenditure Plan amendment to member agencies for their consideration and approval. All nine agencies are requested to present Amendment No. 3 to their respective Councils. Approval by a majority of the cities with a majority of the population along with the Board of Supervisors is required for the TCTA to approve Amendment No. 3.

RECOMMENDATION: That the City Council:

1. Affirm by Resolution all aspects of the attached amendments, Amendment No. 3, to the Measure R Expenditure Plan;

[Signature] Appropriated/Funded

Item No. 23
2. Authorize the Mayor to sign the Resolution; and

3. Direct the City Clerk to transmit the executed Resolution to the attention of Ted Smalley, Tulare County Transportation Authority.

ATTACHMENTS:

1. Resolution submitting the draft Measure R Expenditure Plan Amendment No. 3 with attachment: Expenditure Plan Amendment No. 3 amendment requests and recommended changes

2. Expenditure Plan Amendment No. 3 Schedule

3. FINAL 2006 ½ Cent Transportation Sales Tax Measure EXPENDITURE Plan (Amendment No. 3)
RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
APPROVING AMENDMENT 3 TO THE
MEASURE R EXPENDITURE PLAN

WHEREAS, in November of 2006, the voters of Tulare County approved Measure R and the Measure R Expenditure Plan; and

WHEREAS, Measure R is a ½ cent sales tax that addresses the major regional, local and transit/bike/environmental transportation needs in Tulare County; and

WHEREAS, on an annual basis the Measure R Expenditure Plan is reviewed for possible amendments; and

WHEREAS, the attached Measure R Expenditure Plan Amendment No. 3 would create new funding allocations and amend necessary line item restrictions for specific projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville approves the Measure R Expenditure Plan Amendment No. 3.

APPROVED AND ADOPTED this 18th day of June, 2013.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk
TO: TCTA Board

FROM: Ted Smalley, TCAG Executive Director
       Leslie Davis, TCAG Fiscal Manager

DATE: May 24, 2013

SUBJECT: Summary of 2013 Measure R Expenditure Plan Amendment Requests Approved by TCTA Board on May 20, 2013 for Agency Consideration

1. Request: Add transit & bike/pedestrian funding as a result of projected revenues and expenditures

Requesting Agencies: All Member agencies

Discussion: All agencies were invited to submit requests for additional transit, bike, and/or pedestrian funding. Based on the requests there is significant need to continue to improve or provide new transit, bicycle, and pedestrian transportation projects. Table 5a will be added to the Measure R Expenditure Plan titled “Summary of Transit/Bike/Environmental (Air Quality) Supplemental Funding”

For the Supplemental Funding projects the following conditions will be added to the Expenditure Plan:
- Projected revenues and expenditures for the duration of the measure are to be evaluated every two years in conjunction with the Strategic Work Plan.
- Supplemental Funding projects will be reduced proportionately among all agencies receiving Supplemental Funding based on the amount granted in the base year, in the event revenues are less than expected.
- Agencies with multiple Supplemental Funding project types (bike, pedestrian, and/or transit) can choose from which Transit/Bike/Environmental category(ies) the reduction will occur.
- In order to access Supplemental Funding, projects are required to be programmed in the current Strategic Work Plan.
- Supplemental transit funding may be requested on an annual basis or accumulated based on the annual allotment.

TCAG Staff Recommendation: Support with conditions above limiting the amount to be programmed to not exceed $15,000,000
2. Request: Analysis be conducted of Transit/Bike/Environmental Program Projects identified in Table 5, to determine their feasibility and reasonableness to be delivered. Specifically, the K Road to Exeter Bike Path Project ($16,000,000) should be reviewed within five years and if determined infeasible or unwarranted, one-half of the identified funding made available to member agencies for transit use and remaining amount be made available for re-programming.

Requesting Agencies: County of Tulare

- Discussion: Establishing a process for future conditions in which a project is determined to not be feasible or unwarranted would eliminate the need for additional Expenditure Plan Amendments.

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 18:

"If a project within the Transit/Bike/Environmental Program on Table 5 is determined to be infeasible or unwarranted during the 30 year life of Measure R, one-half of the identified funding would be subject to reprogramming based on current population. Unwarranted or Infeasible determination requires agreement with agencies in which the project is located. The second half of the funding would not be distributed until a determination is made that 75% of bike/ped projects and 50% of transit projects have been funded. Replacement of projects in excess of $5,000,000 will require an Expenditure Plan Amendment."

In addition, staff would:
1. Present a TCTA Board requirement (by resolution) to complete the feasibility analysis with the 2016 Strategic Work Plan on TCTA Board requested projects.
2. Develop procedures for TCTA Board approval prior to the 2016 Strategic Work Plan that define the process for determining whether a project is infeasible or unwarranted.

TCAG Staff Recommendation: Support inclusion of Note 18 and additional recommendations

3. Request: An incentive of 25% of the amount of a federal discretionary “Measure R” grant awarded to a member agency be given to that member agency to encourage agencies to apply for and use federal grants to construct Measure R projects.

Requesting Agencies: City of Visalia/County of Tulare

- Discussion: Establishing an incentive for obtaining federal funds from certain funding categories (specifically CMAQ & TE/TAP) to construct or fund Measure R projects will help ensure the delivery and possibly early delivery of transit, bike, and pedestrian program projects. However, the incentive program must be financially feasible. An incentive of 10% is far more reasonable.

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 19:
"For Transit/Bike/Pedestrian Program projects shown on Table 5 and 5a, obtaining funding or grants is encouraged. For every dollar of Measure R sales tax funding saved by an agency through obtaining TCTA Board approved outside grants, 10% will be provided to that agency for an Air Quality Program. The list of grant categories that are applicable for the 10% incentive include: CMAQ, TEA, and FTA competitive grants or other state/federal grant approved by TCAG/TCTA. The TCTA Board will have authority to modify, change, add, or delete project grant categories eligible for the 10% incentive at a regularly scheduled TCTA Board meeting by resolution. The TCTA Board will also have authority to increase or decrease the incentive percentage at a regularly scheduled TCTA Board meeting by resolution, with the understanding that any incentive grant already awarded under this incentive provision will be grandfathered into the existing program."

In addition, staff would:
1. Present a TCTA Board resolution to set the categories of 10% incentive program.
2. Present a TCTA Board resolution to set the incentive at 25% for 5 years starting July 1, 2013.

TCAG Staff Recommendation: Support inclusion of Note 19 and additional recommendations

4. Request: The Woodlake Area Mitigation Banking Program be renamed Woodlake Transportation Mitigation Program

Requesting Agencies: City of Woodlake

- Discussion: In 2008 it was determined that the Woodlake area was not suitable for mitigation banking. A change is necessary to allow for flexibility for the use of funds. For example, the change in description would allow for the City of Woodlake to work with the California Resources Agency and Caltrans for an Environmental Enhancement and Mitigation Program grant.

Make the following change on Table 5 of the Measure R Expenditure Plan:

*The Woodlake Area Mitigation Banking Program be renamed Woodlake Transportation Mitigation Program*

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 20:

“For the Woodlake Transportation Mitigation Program, funds may be used for the following:

- Landscaping and Forestry projects designed to offset vehicular emissions of carbon dioxide through the planting of trees and other suitable plants citywide.
- Resource Lands projects - the acquisition, restoration, or enhancement of resource lands (watersheds, wildlife habitat, wetlands, forests, or other significant natural areas) to mitigate the loss of or detriment to such lands within or near the right of way for transportation improvements.
- Roadside Recreation projects provide for the acquisition and/or development of roadside recreational opportunities.”

TCAG Staff Recommendation: Support
5. **Request:** Flexibility in funding interchange and overcrossing projects along the State Route 198 corridor in order to maximize effective, efficient use of funds and ensure timely project completion.

**Requesting Agencies:** City of Visalia

- **Discussion:** The City of Visalia has a number of complex regional projects along the SR-198 corridor. Planning and constructing regional projects one at a time is not cost effective and could lead to unnecessary and/or temporary improvements over the life of Measure R. The City of Visalia has been working on a comprehensive corridor plan. However, to implement, there needs to be flexibility of Measure R funds for the corridor.

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 21:

“For the City of Visalia SR-198 corridor projects shown in Table 2, financial flexibility between projects is allowed subject to TCTA board approval. Flexibility may include the addition or substitution of different interchanges and over-crossing priorities. The City of Visalia must submit a City Council approved Corridor Plan that includes at a minimum: the priority of projects, estimated planning-level costs, and estimated schedules prior to authorization of funding for any of the projects. The corridor plan may be amended as necessary. Amendments to the corridor plan will require City Council approval. Amendments to the corridor plan that result in Measure R funding changes require TCTA Board approval."

**TCAG Staff Recommendation:** Support with conditions above

6. **Request:** Flexibility in funding interchange and overcrossing projects along the State Route 190 and State Route 65 corridors in order to maximize effective, efficient use of funds and ensure timely project completion.

**Requesting Agencies:** City of Porterville

- **Discussion:** Similar to item 6, The City of Porterville has a number of complex regional projects along the SR-190 corridor. Planning and constructing regional projects one at a time is not cost effective and could lead to unnecessary and/or temporary improvements over the life of Measure R. The City of Porterville has already been working on a comprehensive corridor plan. However, to implement, there needs to be flexibility of Measure R funds for the corridor.

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 22:

“For the City of Porterville SR-190 and SR-65 corridor projects shown in Table 2, financial flexibility between projects is allowed subject to TCTA board approval. Flexibility may include the determination of different interchanges and over-crossing priorities. The City of Porterville must submit a City Council approved Corridor Plan that includes at a minimum: the priority of projects, estimated planning-level costs, and estimated schedules prior to authorization of funding for any of the projects. The corridor plan may be amended as necessary. Amendments to the corridor plan..."
will require City Council approval. Amendments to the corridor plan that result in Measure R funding changes require TCTA Board approval."

Make the following change on Table 2 of the Measure R Expenditure Plan,

*Change the limits of the SR-190 corridor from “SR-99 to SR-65” to “SR-99 to Road 284”*

**TCAG Staff Recommendation: Support with conditions above**

7. **Request:** Clarify that the programmed Farmersville Boulevard/State Route 198 interchange project extends to Walnut Avenue for road capacity/widening and to Visalia Road for non-motorized improvements.

**Requesting Agencies:** City of Farmersville

- **Discussion:** The City of Farmersville has been working on a comprehensive plan to improve the interchange along with Farmersville Boulevard Corridor improvements. The City has been evaluating the use of round-a-bouts that could save millions of Measure R funding. The project clarification will provide the opportunity for Farmersville to complete the transportation system around the interchange area.

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 23:

*“For the City of Farmersville, Farmersville Blvd./SR-198 project on Table 2, the project is defined to include: the extension/widening of Farmersville Blvd from SR-198 to Walnut Avenue and to include non-motorized transportation improvements to Visalia Road. The reduction of the original project from 30 million to $25 million is a reduction to the Regional Program.”*

Make the following change on Table 2 of the Measure R Expenditure Plan:

*Reduce the Farmersville Blvd/SR-198 project from $30 million to $25 million.*

**TCAG Staff Recommendation: Support inclusion of Note 23**

8. **Request:** Administrative Changes

**Requesting Agencies:** TCAG Staff/Varies

**Discussion:** There are a few items with changes that provide clarification or consistency

a. Use of the Term “Air Quality Program” in addition to Transit/Bike/Environmental Projects Program
b. Consistency of the terms “service expansion” and “route expansion” (use only Service Expansion)
c. Clarification of the Member Agencies “bikeway fund program” to “bike/ped fund program”
d. Use of the Term “Administration and Planning” as an alternate to “Administration”
e. Consistency of the terms “bike/ped improvements” for member agencies without specific bike/bike projects on Tables 5 and 5a

| Dinuba | Exeter | Farmersville | Lindsay | Porterville | Tulare | Visalia | Woodlake | County of |
f. For the Regional Project “Visalia Signals (7)” change to “Visalia Signals”
g. For the Regional Project “Rural Signals (8)” change to “Rural Signals”

**TCAG Staff Recommendation: Support**

9. **Request:** The Measure R Expenditure Plan page ten, table five, lists nine specific bike/pedestrian projects for the City of Visalia (Attachment A). City of Visalia wants to include in amendment three a request to clarify the City’s request for funding flexibility to utilize Measure R on other bike/pedestrian projects that are not specifically listed in the expenditure plan.

**Requesting Agencies:** City of Visalia

- **Discussion:** Sentence three of the “Other Guidelines” item 16 on page 19 (Attachment B) is amended for enhanced clarification by removing “other” and replacing “City of Visalia” with “City Council” and adding “Class One” in front of bike/pedestrian projects.

The following language is proposed as an amendment to Note 16 in the measure R Expenditure Plan:

“For the City of Visalia a Bike/Pedestrian Fund will be established for cost savings realized or projected to be realized from any of the nine projects. The City of Visalia may use the cost savings for City Council approved City of Visalia Class One Bike/Pedestrian Projects. Additional projects may be added up to the amount of the fund once all nine projects have been completed or are projected to be fully funded.”

**TCAG Staff Recommendation: Support revision to note 16**
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<td>$ 975,000</td>
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<tr>
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<td>$ 65,000</td>
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<td>$ 585,000</td>
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<tr>
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Projected Revenues exceeding Expenditures  $ 15,000,000

Balance  $ 15,000
FINAL 2006 ½ Cent Transportation Sales Tax Measure EXPENDITURE Plan (Amendment No. 3)

Prepared by:
Tulare County Association of Governments
210 N. Church street, suite B
Visalia, CA 93291

ADOPTED BY:
Tulare County TRANSPORTATION aUTHORITY
July 24, 2006

AMENDED BY:
Tulare County TRANSPORTATION authority
November 17, 2008 (AMENDMENT No. 1)
January 25, 2010 (AMENDMENT No. 2)
Expected, August 2013 (AMENDMENT No. 3)
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Tulare County Association of Governments
Introduction

A Tulare County 1/2 Cent Transportation Sales Tax Expenditure Plan was prepared to:

Guide more than $652 million in transportation fund expenditures generated through the approval of a Tulare County’s half-cent transportation sales tax over the next 30 years, if approved by voters in the November 2006 election.

The Expenditure Plan, developed by the Tulare County Association of Governments (TCAG) and nine member agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake and the County of Tulare) representing diverse community interests, will address major regional transportation needs in Tulare County through the Year 2037 with the initiation of a ½ cent sales tax. TCAG considered established regional needs, projects identified by voters and input from all of the city/County member agencies. To ensure the Plan addressed transportation needs of all County residents, the Tulare County Association of Governments:

- Adhered to requirements contained in the Public Utilities Code 180000 et seq.;
- Reviewed other transportation sales tax measure programs recently passed in other counties (best practices review); and
- Reviewed established transportation needs in Tulare County.

Overview - Expenditure Plan: Where the money will go

Figure 1 provides an overview of the proposed Expenditure Plan that outlines where the funds will be spent and what categories of projects will be funded. The funding categories include Regional Projects, Local Projects, Transit/Bicycle/Environmental (Air Quality) and Administration and Planning. The formulas and breakdown of the expenditures were approved by the Tulare County Association of Governments. The proposed 30-year Transportation Measure is expected to generate a total of $652 million. Half of this amount is allocated for Regional Projects. The Regional projects are established from the adopted Regional

Figure 1
2006 1/2 Cent Sales Tax for Transportation Measure Investment Plan
Expenditures to Transportation Programs

- Transit / Bicycle / Environmental
  - $91,990,000
  - 14%
- Administration / Planning
  - $6,550,000
  - 1%
- Local Programs
  - $228,490,000
  - 35%
- Regional Projects
  - $328,410,000
  - 50%
Transportation Plan (RTP) approved by all member agencies in Tulare County. The projects within the RTP were selected through a process that evaluated safety, performance measures and cost effectiveness. The Regional Transportation Plan is updated every two years with 25 years of transportation projects. Many of the projects provide benefits for multiple jurisdictions such as interchange improvements, regional widening projects and environmental mitigation measures.

Referencing Figure 1, the allocations consider the many diversified transportation needs of Tulare County and have the following components, as shown:

- 35% of the expected Transportation Measure funds are allocated to "Local Programs". Due to the diverse needs of the cities and the County, the Local Programs category was created. The Local Programs category allows each of the member agencies to develop a priority list of projects based on community needs. This allows each jurisdiction, flexibility to determine local needs. This category will allow funding for projects ranging from "pot-hole repair", road rehabilitation and freeway interchange improvements.

- 14% of the funds are directed to Transit, Bike/Pedestrian and Environmental (Air Quality) projects. The program contains important projects to link the regional bike systems, provide increased transit service and an investment in environmental mitigation.

- The remaining 1% of the total expected Transportation Measure funding is directed to program implementation activities.

Details regarding the implementation of each of the programs are provided in Appendix A and B.

**Responding to Public Needs**

Two-thirds (67%) voter approval is necessary to pass the Transportation Measure in November 2006. In order to ensure that Tulare County Association of Governments is on target with this Expenditure Plan, voters and community residents were initially surveyed to determine support for a new Transportation Measure. The Voters of Tulare County responded with strong support to impose a sales tax which would lead to transportation improvements in Tulare County.

Meeting the needs of Tulare County residents requires leveraging State and Federal expenditures with local resources. Even with passage of the Measure there will not be enough funding available to address the more than $1.5 billion in transportation needs. The Transportation Measure will generate slightly more than $652 million over the next 30 years to address a portion of this need. Therefore leveraging additional federal and state dollars, beyond what the region expects, is critical. Most State and Federal grants require a match. Agencies that pass transportation sales taxes are referred to as "Self-Help" and can generate the revenues for a match. Similar measures throughout the Valley and California have been very successful in this regard. Such measures have been viewed as the most important transportation programs ever approved by voters in those counties. Tulare County needs to become a "Self-Help" County.

The cities, the County of Tulare, and TCAG worked together to develop the Expenditure plan categories of funding, the list of regional projects, list of transit/bike/environmental projects and other key components. Regional Projects were first based on the adopted Transportation Plan approved by all agencies. A list of other regional projects was prepared that could be funded if additional revenues were received. All of the Cities and County worked together to develop the Regional Program distribution. In response to the public survey the cities and the County developed a list of bike, transit, and environmental projects.
Annual Audit of Transportation Measure Programs

The Transportation Measure expenditures and accounts of the local agencies and the Authority will be audited on an annual basis by an independent audit firm retained by Tulare County Association of Governments. Appendix A provides additional detail regarding the Transportation Measure audit process.

Citizen Oversight

To inform the public and to ensure that the Transportation Measure revenues and expenditures are spent as promised to the public, a Citizens’ Oversight Committee would be formed by TCAG as part of the new Transportation Measure. Details regarding the Committee are provided in Appendix C.

Anticipated Measure Revenues

If voters approve the Transportation Measure on November 7, 2006, they will allow TCAG to impose a ½ cent retail transaction and use tax for 30 years (between April 1, 2007 and March 31, 2037). The Transportation Measure Sales Tax will:

Provide $652.8 million in new revenues for transportation improvements according to financial projections through the year 2037.

This estimate considers current sales tax receipts (with no growth rate in sales tax proceeds) through March 2037. Since the project funding is shown in current dollars, the projected revenues are shown in current dollars. The allocation of projected sales tax revenues to specific types of transportation funding programs and improvement projects is described in the following sections of this Expenditure Plan. A Strategic/Work Plan detailing current transportation projects will be updated every two (2) years to adjust the projection of sales tax receipts, ensuring that the projections are consistent with future expenditures and promises made in this initial Expenditure Plan. TCAG will have the option of issuing bonds to deliver Transportation Measure projects and programs contained in this Expenditure Plan to reduce project costs by delivering them earlier.

Road Map for the Work Plan: What We Will Do

Through many weeks of intense discussion and hard work, the following Transportation Measure funding program commitments were developed by the Tulare County Association of Governments and member agencies. TCAG realized that providing funds for all modes of transportation would meet the quality of life intent of the new Transportation Measure. This would in turn enable agencies within Tulare County to address the needs of residents, businesses, and major industries over the 30-year life of the Transportation Measure. The Expenditure Plan will:

Provide funds for regional road improvements, public transit, rehabilitate existing roads and other transportation programs that improve mobility and air quality within the County and each of the cities.

Expenditure Plan programs are detailed in Tables 1 through 4. Implementing Guidelines for each of the four (4) Expenditure programs described on the next page are contained in Appendix B.
REGIONAL PROJECTS (Regional Transportation Program) - $326.4 million or 50%.

Authorizes major new projects to:
  * Improve freeway interchanges
  * Add additional lanes
  * Increase safety
  * Improve and reconstruct major commute corridors

These projects provide for the movement of goods, services, and people through out Tulare County. Major highlights of this Program include the funding of Regional projects through out the County. There are two phases. Phase 1 contains projects planned to be funded in the first 15 years and phase 2 are projects expected to be funded in years 16 through 30. A map showing the regional Projects for Phase 1 may be found on Figure 2.

Funds can be used for all phases of project development and implementation. Projects in both Phase 1 and Phase 2 are expected to be completed within the life of the Transportation Measure. This funding program requires matching funds from the State Transportation Improvement Program (STIP) administered locally through TCAG. If funding is received beyond revenue projections in the first 15 years, projects from the Phase 2 list would be advanced.

LOCAL TRANSPORTATION PROGRAM - $228.4 million or 35%.

The goal is to improve each individual city’s and the County's local transportation systems. $35% or $7.6 million a year has been guaranteed for local determined projects. Each City and the County will receive funding based on a formula using population, maintained miles, and vehicles miles traveled. The funding will help cities and the County to meet scheduled maintenance needs and to rehabilitate their aging transportation systems.

  * Potential uses include:
  * Pothole repair
  * Repave streets
  * Bridge repair or replacement
  * Traffic signals
  * Add additional lanes to existing streets and roads
  * Improve sidewalks
  * Separate street traffic from rail traffic

The local agencies in Tulare County know what their needs are and how best to address those needs. Funds can be used for all phases of project development and implementation. The County of Tulare would use the Local Transportation Program funds to create a “Farm to Market” program. Specific Local Transportation Program highlights and implementing guidelines are described in Appendix B.

TRANSIT/BIKES ENVIRONMENTAL MITIGATION (AIR QUALITY) PROGRAM (Multi-Modal Transportation Program) - $91.3 million or 14%.

The goal of this program is to expand or enhance public transit programs that address the transit dependent population, improve mobility through the construction of bike lanes and have a demonstrated ability to get people out of their cars and improve air quality and environment. This funding program requires matching funds from the Congestion Mitigation and Air Quality (CMAQ) and Transportation Enhancement (TE) Programs administered locally through TCAG. To accomplish this important goal:

  * Funding is provided to transit agencies within the County to expanded transit services. Funding would be provided for regional bike routes through out the County. Other uses include:
New routes to enhance existing transit service
Low emission buses
Night and weekend service
Bus shelters and other capital improvements
Safer access to public transit services
Regional bike routes
Environmental Mitigation
Preliminary Light Rail investment

Specific Transit Enhancement Program highlights and implementing guidelines are also described in Appendix B.

ADMINISTRATION AND PLANNING PROGRAM - $6.5 million or 1%.
Transportation Measure funding is provided to TCAG to:
- Prepare Strategic/Work Plan updates
- Develop funding allocation requirements
- Administer and conduct specified activities identified in the other three (3) programs described above
- Prepare Annual Transportation Measure Report and contract for an independent audit

Expenditure Plan Projects

This section identifies priority regional street and highway improvement projects to be implemented over the life of the Measure or by the year 2037. The projects would be funded with Measure, State Transportation Improvement Program (STIP), and/or other transportation funding.

Phase 1 capacity increasing street and road projects to be addressed in this Program are included in Table 1 and graphically displayed in Figure 2. Phase 2 projects are included in Table 2. Phase 1 projects are projected for funding for the first 15 years of the Measure and Phase 2 projects are projected to be funded in years 16 through 30. These projects will be funded using:

- Measure funding (approximately $324 million).
- A portion of State Transportation Improvement Program (STIP) funding expected over the 30-year Measure or approximately $587 million. (conservatively estimated based on recent state funding history)
- Other sources including local contributions totaling $2.9 million.

These funding sources together result in slightly more than $903 million available for Phase 1 and Phase 2 Regional projects. Phase 2 projects are considered for advancement if additional funding is available and the projects are amended in to the current Regional Transportation Plan. During preparation of the biennial Strategic/Work Plan Updates, TCAG will develop a detailed improvement program that specifies the timing and delivery of projects or funding order considering project cost benefit, project readiness, and funding availability. A description of funding commitments and implementing guidelines for the Regional Program are provided in Appendix B.
# Table 1

Summary of Regional Projects – Phase 1 (Years 1-15)

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</table>

Notes:  
1. The projects are not listed by priority  
2. The projects have been approved by TCAG (cities/County) in the adopted 2004 RTP  
3. Projects shown are the adopted regional projects for 30 years
Table 2
Summary of Potential Regional Projects – Phase 2 (Years 15-30)

<table>
<thead>
<tr>
<th>Project</th>
<th>Limits</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riggin Ave.</td>
<td>Road 80 to SR-83</td>
<td>Widen to 4 lanes</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>Alta Avenue</td>
<td>Sequoia to Avenue 432</td>
<td>Widen to 4 lanes</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>SR-190</td>
<td>SR-99 to Road 284</td>
<td>Widen to 4 lanes</td>
<td>$60,000,000</td>
</tr>
<tr>
<td></td>
<td>(Various locations)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal widening Requests</strong></td>
<td></td>
<td></td>
<td><strong>$80,000,000</strong></td>
</tr>
<tr>
<td>AgriCenter/SR-99</td>
<td>I/C improvements</td>
<td>New I/C</td>
<td>$17,000,000</td>
</tr>
<tr>
<td>Palpe/SR-99</td>
<td>I/C improvements</td>
<td>I/C improvements</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>SR-99 (south county)</td>
<td>various I/C improvements</td>
<td>I/C improvements</td>
<td>$8,000,000</td>
</tr>
<tr>
<td>Shirk Street/SR-198*</td>
<td>I/C improvements</td>
<td>I/C improvements</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>Akers Street/SR-198*</td>
<td>I/C improvements</td>
<td>I/C improvements</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Visalia 198 corridor*</td>
<td>I/C improvements</td>
<td>I/C improvements</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Lovers Lane/SR-198*</td>
<td>I/C improvements</td>
<td>I/C improvements</td>
<td>$18,500,000</td>
</tr>
<tr>
<td>Ave 148/SR-198*</td>
<td>I/C improvements</td>
<td>New I/C</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>Farmersville Blvd/SR-198</td>
<td>I/C improvements</td>
<td>I/C improvements</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>Main Street/SR-190*</td>
<td>I/C improvements</td>
<td>all phases</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>N. Grand./SR-65*</td>
<td>I/C improvements</td>
<td>all phases</td>
<td>$20,000,000</td>
</tr>
<tr>
<td><strong>Subtotal Interchanges</strong></td>
<td></td>
<td></td>
<td><strong>$185,000,000</strong></td>
</tr>
<tr>
<td>Synchronization</td>
<td>various agencies &amp; locations</td>
<td>PS&amp;E,ROW,CON</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Visalia Synchronization</td>
<td>various locations</td>
<td>PS&amp;E,ROW,CON</td>
<td>$9,600,000</td>
</tr>
<tr>
<td>Visalia Signals</td>
<td>various locations</td>
<td>PS&amp;E,ROW,CON</td>
<td>$1,400,000</td>
</tr>
<tr>
<td>Rural Signals</td>
<td>various locations</td>
<td>PS&amp;E,ROW,CON</td>
<td>$3,081,250</td>
</tr>
<tr>
<td><strong>Subtotal signals/Synchronization Requests</strong></td>
<td></td>
<td></td>
<td><strong>$19,081,250</strong></td>
</tr>
<tr>
<td>Rural (County) Various</td>
<td>Bridge Improvements (County)</td>
<td>all phases</td>
<td>$17,000,000</td>
</tr>
<tr>
<td>McAuliff/SR-198</td>
<td>over crossing</td>
<td>all phases</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>Ben Maddox/SR-198</td>
<td>over crossing</td>
<td>all phases</td>
<td>$2,800,000</td>
</tr>
<tr>
<td>Santa Fe/SR-198</td>
<td>over crossing</td>
<td>all phases</td>
<td>$12,600,000</td>
</tr>
<tr>
<td>Betty Drive/RR</td>
<td>I/C improvements</td>
<td>all phases</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>Tulare UPRR Grade Separation</td>
<td>Grade Separations</td>
<td>all phases</td>
<td>$16,000,000</td>
</tr>
<tr>
<td>Program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Overcrossings/Bridges</strong></td>
<td></td>
<td></td>
<td><strong>$77,400,000</strong></td>
</tr>
<tr>
<td><strong>Subtotal Project Costs:</strong></td>
<td></td>
<td></td>
<td><strong>$361,481,250</strong></td>
</tr>
</tbody>
</table>

Notes:
* See Notes 21, and 22, page 21
1. The projects are not listed by priority
2. All Tier II projects listed above meet the 2004 Regional Transportation Plan (RTP) criteria for a Regional Project
3. Tier II projects may be funded if additional funding is available and the projects are amended in to the RTP

Tulare County Association of Governments
### Local Program Distribution

- **Maintained Miles; 25%**
- **Daily Vehicle Miles; 25%**
- **Population; 50%**

### Table 3
**Tulare County Agency Demographics**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Population 1/1/2006</th>
<th>Population %</th>
<th>Maintained Miles</th>
<th>Maintained Miles %</th>
<th>Daily Vehicle Miles (1,000s)</th>
<th>Daily Vehicle Miles %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dinuba</td>
<td>19,578</td>
<td>4.65%</td>
<td>59.28</td>
<td>1.54%</td>
<td>126.99</td>
<td>2.69%</td>
</tr>
<tr>
<td>Exeter</td>
<td>10,634</td>
<td>2.53%</td>
<td>37.89</td>
<td>0.98%</td>
<td>55.49</td>
<td>1.18%</td>
</tr>
<tr>
<td>Farmersville</td>
<td>10,416</td>
<td>2.48%</td>
<td>26.18</td>
<td>0.68%</td>
<td>51.71</td>
<td>1.10%</td>
</tr>
<tr>
<td>Lindsay</td>
<td>11,185</td>
<td>2.66%</td>
<td>29.77</td>
<td>0.77%</td>
<td>59.88</td>
<td>1.26%</td>
</tr>
<tr>
<td>Porterville</td>
<td>45,220</td>
<td>10.75%</td>
<td>152.79</td>
<td>3.97%</td>
<td>374.06</td>
<td>7.92%</td>
</tr>
<tr>
<td>Tulare</td>
<td>51,477</td>
<td>12.24%</td>
<td>152.49</td>
<td>3.96%</td>
<td>374.51</td>
<td>7.93%</td>
</tr>
<tr>
<td>Visalia</td>
<td>111,168</td>
<td>26.43%</td>
<td>309.06</td>
<td>8.02%</td>
<td>1,187.00</td>
<td>25.14%</td>
</tr>
<tr>
<td>Woodlake</td>
<td>7,305</td>
<td>1.74%</td>
<td>19.79</td>
<td>0.51%</td>
<td>15.93</td>
<td>0.34%</td>
</tr>
<tr>
<td>Non-Incorp.</td>
<td>153,636</td>
<td>36.53%</td>
<td>3,064.85</td>
<td>79.56%</td>
<td>2,475.73</td>
<td>52.44%</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>420,619</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>3,852.10</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>4,721.10</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

1. Population is based on California Department of Finance Annual estimates
2. Maintained Miles are obtained from the most recent California Public Road Data book published by Caltrans
3. Daily Vehicle Miles of Travel (1,000) are obtained from the most recent California Public Road Data book published by Caltrans
4. All three formula components will be updated on an annual basis
Table 4

Summary of Local Program Distribution

<table>
<thead>
<tr>
<th></th>
<th>Total Annual</th>
<th>Total 10 years</th>
<th>Total 20 years</th>
<th>Total 30 years</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dinuba</td>
<td>$257,768</td>
<td>$2,577,684</td>
<td>$5,155,367</td>
<td>$7,733,051</td>
<td>3.38%</td>
</tr>
<tr>
<td>Exeter</td>
<td>$137,384</td>
<td>$1,373,839</td>
<td>$2,747,677</td>
<td>$4,121,516</td>
<td>1.80%</td>
</tr>
<tr>
<td>Farmersville</td>
<td>$128,098</td>
<td>$1,280,976</td>
<td>$2,561,951</td>
<td>$3,842,927</td>
<td>1.68%</td>
</tr>
<tr>
<td>Lindsay</td>
<td>$140,049</td>
<td>$1,400,486</td>
<td>$2,800,972</td>
<td>$4,201,459</td>
<td>1.84%</td>
</tr>
<tr>
<td>Porterville</td>
<td>$635,786</td>
<td>$6,357,863</td>
<td>$12,715,725</td>
<td>$19,073,588</td>
<td>8.35%</td>
</tr>
<tr>
<td>Tulare</td>
<td>$692,468</td>
<td>$6,924,677</td>
<td>$13,849,354</td>
<td>$20,774,031</td>
<td>9.09%</td>
</tr>
<tr>
<td>Visalia</td>
<td>$1,637,959</td>
<td>$16,379,586</td>
<td>$32,759,172</td>
<td>$49,138,758</td>
<td>21.51%</td>
</tr>
<tr>
<td>Woodlake</td>
<td>$82,343</td>
<td>$823,430</td>
<td>$1,846,861</td>
<td>$2,470,291</td>
<td>1.08%</td>
</tr>
<tr>
<td>Non-Incorp.</td>
<td>$3,904,358</td>
<td>$39,043,582</td>
<td>$78,087,164</td>
<td>$117,130,746</td>
<td>51.26%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,616,212</strong></td>
<td><strong>$76,162,122</strong></td>
<td><strong>$152,324,245</strong></td>
<td><strong>$228,486,367</strong></td>
<td><strong>100%</strong></td>
</tr>
<tr>
<td>Agency</td>
<td>Project</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Transit</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Porterville</td>
<td>CNG Buses (2)</td>
<td>$600,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service expansion (100k a year)</td>
<td>$3,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dinuba</td>
<td>Service expansion (50k a year)</td>
<td>$1,500,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visalia</td>
<td>Service expansion (684k a year)</td>
<td>$20,520,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transit Center expansion</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>Service expansion (500k a year)</td>
<td>$15,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CNG Buses (4)</td>
<td>$1,200,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tulare</td>
<td>Minor Transit Improvements</td>
<td>$300,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service expansion (100k a year)</td>
<td>$3,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farmersville</td>
<td>transit center (minor)</td>
<td>$250,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lindsay</td>
<td>Service expansion (100k a year)</td>
<td>$3,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>transit center (minor)</td>
<td>$250,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CNG Buses</td>
<td>$400,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodlake</td>
<td>Service expansion (50k a year)</td>
<td>$1,500,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exeter</td>
<td>(part of Visalia Urbanized Area)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farmersville</td>
<td>(part of Visalia Urbanized Area)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regional Light Rail ROW preservation</td>
<td>$10,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rail Preservation Funds</td>
<td>$3,000,000</td>
<td><strong>Total</strong></td>
<td>$64,520,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency</th>
<th>Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Bike/Pedestrian Projects</strong></td>
<td></td>
</tr>
<tr>
<td>Lindsay</td>
<td>Ped walkway/Bike</td>
<td>$2,800,000</td>
</tr>
<tr>
<td></td>
<td>Phase 3 Downtown</td>
<td>$3,900,000</td>
</tr>
<tr>
<td>Tulare</td>
<td>Trail Lights</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Santa Fe Trail Connections</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bike/Ped Arterial Crossings</td>
<td></td>
</tr>
<tr>
<td>Visalia</td>
<td>St John's River Path</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Cameron Creek path</td>
<td>$4,500,000</td>
</tr>
<tr>
<td></td>
<td>K Street Bike path</td>
<td>$1,500,000</td>
</tr>
<tr>
<td></td>
<td>Packwood Creek</td>
<td>$1,500,000</td>
</tr>
<tr>
<td></td>
<td>Modoc Creek</td>
<td>$1,500,000</td>
</tr>
<tr>
<td></td>
<td>Mill Creek</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td>Goshen Enhancement</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td>K Road along SJ rail line</td>
<td>$4,500,000</td>
</tr>
<tr>
<td></td>
<td>SJ river to Ave 272</td>
<td>$6,000,000</td>
</tr>
<tr>
<td></td>
<td>Bike/Ped fund</td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>Regional Bike/ped Improvements</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Exeter</td>
<td>Bike/ped improvements</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Porterville</td>
<td>Bike/ped improvements</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Tulare/Visalia</td>
<td>Santa Fe Gap Connection</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Regional</td>
<td>K Road to Exeter</td>
<td>$16,000,000</td>
</tr>
<tr>
<td>Member Agencies</td>
<td>Bike/ped Fund Program</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>$70,200,000</td>
</tr>
</tbody>
</table>

|                      | **Environmental Projects** |           |
|                      | Regional Mitigation Banking Program | $2,000,000 |
|                      | Woodlake Transportation Mitigation Program | $1,000,000 |
|                      | (results in $100,000 a year for environmental) |           |
|                      | **Total**                 | $3,000,000  |

Notes:
1. The projects are not listed by priority
### Table 5a
**Summary of Transit/Bike/Environmental (Air Quality) Supplemental Funding**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Project Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dinuba</td>
<td>Service expansion (65k a year)</td>
<td>$1,560,000</td>
</tr>
<tr>
<td>Tulare</td>
<td>Service expansion (65k a year)</td>
<td>$1,560,000</td>
</tr>
<tr>
<td>Porterville</td>
<td>Service expansion (65k a year)</td>
<td>$1,560,000</td>
</tr>
<tr>
<td>Visalia</td>
<td>Service expansion (65k a year)</td>
<td>$1,560,000</td>
</tr>
<tr>
<td>County</td>
<td>Service Expansion (65k a year)</td>
<td>$1,560,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$7,800,000</strong></td>
</tr>
</tbody>
</table>

### Bike/Pedestrian Projects

<table>
<thead>
<tr>
<th>Agency</th>
<th>Project Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dinuba</td>
<td>Bike/ped improvements - Next nine years</td>
<td>$300,000</td>
</tr>
<tr>
<td></td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$325,000</td>
</tr>
<tr>
<td>Tulare</td>
<td>Bike/ped improvements - Next nine years</td>
<td>$390,000</td>
</tr>
<tr>
<td></td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$500,000</td>
</tr>
<tr>
<td>Porterville</td>
<td>Bike/ped improvements - Next nine years</td>
<td>$390,000</td>
</tr>
<tr>
<td></td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$500,000</td>
</tr>
<tr>
<td>Visalia</td>
<td>Bike/ped improvements - Next nine years</td>
<td>$390,000</td>
</tr>
<tr>
<td></td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$500,000</td>
</tr>
<tr>
<td>County</td>
<td>Bike/ped improvements - Next nine years</td>
<td>$390,000</td>
</tr>
<tr>
<td></td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$500,000</td>
</tr>
<tr>
<td>Woodlake</td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$500,000</td>
</tr>
<tr>
<td>Lindsay</td>
<td>Bike/ped improvements - Next nine years</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$500,000</td>
</tr>
<tr>
<td>Exeter</td>
<td>Bike/ped improvements - Next nine years</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td>Bike/ped improvements - Second half of Measure R</td>
<td>$500,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$7,185,000</strong></td>
</tr>
</tbody>
</table>

#### Notes:
1. The projects are not listed by priority.
2. For Bike/ped Projects, the "next nine years" are: FY 13/14 - 21/22.

For the Supplemental Funding projects the following conditions apply:
- Projected revenues and expenditures for the duration of the measure are to be evaluated every two years in conjunction with the Strategic Work Plan.
- Supplemental Funding projects will be reduced proportionately among all agencies receiving Supplemental Funding based on the amount granted in the base year, in the event revenues are less than expected.
- Agencies with multiple Supplemental Funding project types (bike, pedestrian, and/or transit) can choose from which Transit/Bike/Environmental category(ies) the reduction will occur.
- In order to access Supplemental Funding, projects are required to be programmed in the current Strategic Work Plan.
- Supplemental transit funding may be requested on an annual basis or accumulated based on the annual allotment.
Project Commitments – Other Programs

In addition to the Regional Program of projects, the Transportation Measure will provide additional funding for a wide range of projects determined based on agency need. Table 3 shows the projected revenue distribution for the Local Programs. Each Agency will have different types of transportation projects. Examples of projects would include “pot-hole” repair, road rehabilitation, adding travel lanes, interchange improvements and other transportation related projects.

The County of Tulare will use the Local Program funding to create a “Farm to Market” program and for other road improvements to existing, community, local unincorporated roads. Figure 3 is a map showing potential or candidate projects for road rehabilitation. The projects are geographically distributed to all parts of the County. The map is shown for illustrative purposes. The County of Tulare will also create a “Local Community Road Improvement Program.” The Local Community Road Improvement Program would provide funding for transportation improvements in unincorporated communities. A partial list of the communities is shown below:

- Alpaugh
- Cutler-Orosi
- Ducor
- Earlimart
- East Orosi
- East Porterville
- Goshen
- Ivanhoe
- Lemon Cove
- London
- Pixley
- Poplar/Cotton Center
- Richgrove
- Other smaller communities such as Alleen, Oak Ranch, and Waukena
- Springville
- Strathmore
- Terra Berra
- Tipton
- Traver
- Woodville

The other projects the County may potentially use the Local Program funding for include: “Pot-hole” repair, bridge repair, installation of traffic signals and transportation safety projects. The County will evaluate annually the Local Program funded projects and prioritize based on local needs.

The City of Visalia would use the Local Program funding provided through a transportation sales tax augmentation to implement the City’s circulation element, and, at Council discretion, may use some of the funds to conduct on-going street maintenance.

Exactly how the City would use the funds could depend on the implementation policies of the tax including but not limited to the amount and rate of project funds generated by the tax, the criteria and priorities used to select the Tier II projects to be funded by the project portion of the sales tax, the financing options allowable under the provisions of the sales tax program, the reimbursement policies of the sales tax program, the availability of grants, bond funds, matching funds, private sector participation, federal earmarks and other types of available funding, what the impact such new monies will have on project prioritization, how cost overruns and revenue shortfalls will be addressed, how projects that impact state highways and/or other jurisdictions will be addressed through the implementation plan, and other factors yet to be determined.

Visalia’s share of the Local Program funds could yield $49.1 million in current dollars. The projects that would assist with the implementation of the City of Visalia’s circulation element and therefore could be funded by the Local Program portion of the tax could include, some, but not all of the following:

*Signal Light Synchronization ($9.6 million, est.)
*Interchange improvements at Lovers Lane and State Highway 198 ($18.5 million, est.)
*Interchange improvements at Shirk and State Highway 198 ($9 million, est.)
*Interchange improvements at Akers and State Highway 198 ($1.5 million, est.)
*Interchange improvements at Downtown Visalia (State Highway 63) and State Highway 198 ($20 million, est.)
*Street maintenance (Est. $500,000/annually over 30 years or $15 million)

Should additional monies become available, or if funding for the above projects comes from another source, some of the following elements of the City of Visalia’s transportation system could be funded; however, there is not expected to be enough money from the sales tax augmentation Local Program funds to pay for these critical needs:

*New interchange at Road 148 and State Highway 198 ($25 million, est.)
* Santa Fe Street from Caldwell Avenue to Riggin Avenue, including overcrossing ($12.6 million)
* Overcrossing improvements at Ben Maddox and State Highway 198 ($2.8 million, est.)
* Overcrossing improvements at McAuliff and State Highway 198 ($14 million est.)
* Shirk Street improvements & widening from Highway 198 to Riggin ($9 million)
* Caldwell widening from State Route 99 to Mooney Blvd and Santa Fe Street to Road 156 ($12.6 million)
* Goshen Avenue realignment to intersect at Lovers Lane and Mill Creek Parkway ($4 million)

(All estimates are in current dollars; estimated figures noted are the unfunded portions of the projects after the 2007/08 fiscal year.)

The City of Farmersville candidate projects include: traffic signal and intersection improvements to the intersections of Walnut & Freedom Drive and Farmersville & Noble Drive. Other potential uses for Local Program funding in Farmersville include street reconstruction and overlay projects. The City will evaluate annually the Local Program funded projects and prioritize based on local needs.

The City of Exeter candidate projects include: road widening with curb and gutter to Filbert Street, Glaze Street, and 3rd Street. The City will evaluate annually the Local Program funded projects and prioritize based on local needs.

Other Tulare County cities would have candidate projects that could include "pot-hole" repair, road rehabilitation, adding travel lanes, interchange improvements and other transportation related projects. The cities will evaluate annually the Local Program funded projects and prioritize based on local needs.

Table 4 provides a list of multi-modal transportation projects. Many of these projects will be identified and implemented by the local agencies to address specific needs or will be developed in accordance with implementing guidelines included in Appendix B. Examples include: Mass Transit Improvements, regional Bike trails, and contributions to environmental banking.

For Further Information:

Contact the Tulare County Association of Governments to inquire about the Measure process, discuss the candidate projects and programs contained in this Plan, or to inquire about the next steps in the Measure process.

Tulare County Association of Governments
210 N. Church Street, Suite B
Visalia, CA 93291
Ph: (559) 623-0450 Fax: (559) 733-6720

Visit the TCAG website at http://www.tularecog.org/ for more information, to sign up for our email list, and to receive updates on Measure planning activities.
Figure 3 – County of Tulare candidate “Farm to Market” projects
APPENDICES
Appendix A - Plan Administration

Governing Board and Organizational Structure
A description of the Tulare County Association of Governments and its organizational structure related to the sales tax follows. The structure is consistent with the enabling legislation.

Tulare County Transportation Authority Structure under the Measure Program
The Tulare County Association of Governments (TCAG) will be the Tulare County Transportation Authority and administer the Measure Program in compliance with Public Utilities Code PUC 180000 et seq. If the Measure is approved by Tulare County voters in November 2006, the Authority will be responsible for administering the Measure Programs in accordance with plans and programs outlined in this and subsequent updates of this Plan. In addition, this Plan includes provision for a Citizens’ Oversight Committee. Details regarding the Committee are contained in Appendix C. The Strategic/Work Plan will continue to be prepared by TCAG and approved by its Policy Board and by the Authority.

PUC 180000 includes provisions regarding the number of members on the Authority Board. Specifically, the Authority will be represented by thirteen (13) members including:
- Five (5) members of the Board of Supervisors
- One (1) member representing each of the eight cities in Tulare County: Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake consisting of members of the city council appointed by the city council

The three (3) at-large members of TCAG will not participate as members of the Authority in accordance with the intent of PUC 180051. Alternates to the regular members of the authority may participate in accordance with the TCAG By-Laws.

Plan Update, Approval Process, and Expenditure Plan Amendments

Plan Review and approval process

There are three primary reports/plans that are referenced as follows:
1. The Expenditure Plan – The Expenditure Plan is approved by the voters and may be amended once a year as outlined below.
2. The Annual report – The Annual report is prepared each year by the Citizen’s Oversight Committee to provide review how sales tax receipts are being spent and publicize the results
3. Bi-Annual Strategic/Work Plan – Prepared every two years to outline project expenditures. The Strategic Plan will be timed to coincide with the development of the Bi-annual State Transportation Improvement Program development.

In compliance with schedules mandated in federal and state law, TCAG regularly prepares a new long-range transportation plan (RTP) that updates and renews a list of candidate projects for all transportation modes (streets, highways, public transportation, bikeways, aviation, etc.). If funds are available for any projects beyond those now listed Table 1 in this Expenditure Plan, they will be drawn from that list. TCAG will have the option of issuing bonds to deliver Measure projects and programs contained in this Expenditure Plan to reduce project costs by delivering them earlier.

All updates of the Expenditure Plan will be subject to public review and public hearings. While these candidate projects may change and priorities for funding may occur, there are more than enough project needs within the County to be addressed using all types of funding, including Measure funds. It will be vital during development of each Expenditure Plan Update to consider financing all transportation modes in order to insure a balanced and efficient transportation system. All of the projects and programs included in this Expenditure Plan are considered essential to meet the transportation needs of Tulare County.
Amendments to the Expenditure Plan

The TCAG Board may annually review and propose amendments to the Expenditure Plan to provide for the use of additional Federal, State and local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances. In order to react to changes in funding and/or priorities, an amendment to the plan can be proposed. Amendments will require the same voting requirements that TCAG used to adopt the original Expenditure Plan.

Bi-Annual Strategic/Work Plan

The following steps will be taken by TCAG to prepare and adopt this and future Strategic Plan/biennial updates of the Transportation Measure Strategic/Work Plan. This will include a financial plan that coincides with the development of the State Transportation Improvement Program (STIP).

- TCAG staff working with member agencies and affected stakeholders will develop the Draft Strategic/Work Plan, and will update it every two years
- The TCAG Policy Board receives the Draft Strategic/Work Plan and its updates and schedules public hearings to review the Plan
- The TCAG Policy Board adopts the Strategic/Work Plan

Independent Financial Audits

If the Measure is approved by the voters, TCAG would conduct independent financial audits consistent with PUC 180000 et seq.

Implementing Guidelines

Administration and Planning: - 1% of the Measure

There are a number of processes that TCAG must also perform to support the Measure Program including maintenance of the Expenditure Plan and development of requirements associated with:

- Each of the proposed allocation programs
- The identification and prioritization of projects

It is recommended that TCAG be allocated 1% of sales tax revenue to address important activities. Activities of TCAG are described below:

- Prepare Annual Work Program and Budget
- Develop the Allocation Program requirements including focused studies needed to implement Measure programs
- Prepare the Strategic/Work Plan every two years
- Develop the priority list of regional capacity increasing and rehabilitation projects
- Conduct an independent audit of Measure programs and funds on an annual basis
- Conduct on-going public outreach program
- Issue bonds to deliver Measure projects and programs contained in this Strategic/Work Plan to save project costs by delivering them earlier
- Allocate Measure proceeds to the local jurisdictions consistent with the Program requirements
**Bonding and Financing**

TCAG will have the authority to bond and use other financing mechanisms, including, when more advantageous economically, loans from banks and other financial lending institutions, for the purposes of expediting the delivery of transportation projects and programs and to provide economies of scale. Bonds or loans, if issued, will be paid with the proceeds of the transportation sales tax. The costs and risks associated with the bonding and loans will be presented in Strategic/Work Plan, and will be subject to public comment before any bond sale or loan application is approved.

TCAG will also be able to use other means to accelerate the delivery of projects and programs, including partnering with other COGS, the State of California, the Federal Government, and other government agencies, federal authorization funds, federal earmarks, partnering with private entities, seeking outside grants and matching or leveraging tax receipts to the maximum extent possible.

Local agencies may choose to advance funds for a project, either a project specified in the plan, or a project for which they plan to use their local agency Local Program funds, and to receive reimbursement for that advancement in accordance with the plan. The fund advancement and reimbursement projections must be approved by TCAG in accordance with the voting requirements, prior to proceeding with the project.

**Contingency Fund**

TCAG will also have the ability to set aside a contingency fund of up to 5% of the annual receipts from the tax.

Revenues to fund the contingency may be accumulated through the following: revenues exceed projections or a project's cost is lower than anticipated resulting in excess funds.

In the event that actual revenues in any given year are less than the budgeted revenues, the TCAG Board may use the contingency fund to make up the difference between the budgeted revenues and the actual revenues. The contingency fund may also be used to fund projects where the actual cost exceeds projections.

**Accountability**

All business of TCAG will be conducted in an open and public meeting process in accordance with the California Brown Act. TCAG will approve all spending plans described in this document and will ensure that adequate public involvement has been included in the preparation of all spending plans. TCAG will be required to hire an independent auditor who will annually audit all sales tax expenditures, ensuring that expenditures are made in accordance with the plan, and with prudent, established accounting regulations and practices.

**Other Guidelines**

This plan is guided by principles that ensure that the revenue generated by the transportation sales tax is spent in the most efficient and effective manner possible, consistent with the desires of the voters of Tulare County. The principles outlined in this section provide flexibility needed to address issues that may arise during the life of the plan.

1. TCAG will fund both regional and local projects, and will also provide funds to local agencies to address special and localized needs.

2. TCAG is charged with a fiduciary duty in administering the transportation sales tax proceeds in accordance with the applicable laws and this Expenditure Plan. Receipt of these tax proceeds may be subject to appropriate terms and conditions as determined by TCAG in its reasonable discretion, including, but not limited to, the right to require recipients to execute funding agreements and the right to audit recipients' use of the tax proceeds.

3. The monies collected through TCAG shall be accounted for and invested separately, unless and until the funds are turned over to a local agency in accordance with the plan. At such time, the local agency shall keep a separate accounting of the monies and any and all expenditures to ensure that the monies are spent in accordance with the approved expenditure plan.
4. All meetings of TCAG will be conducted in public accordance to state law, through publicly noticed meetings. The annual budget of TCAG, annual work plan, biennial Strategic Work Plan, and annual report will all be prepared for public scrutiny. The interests of the public will further be protected by the Citizens' Oversight Committee described in this Plan.

5. Under no circumstances may the proceeds of this transportation sales tax be applied to any purpose other than for transportation improvements benefiting Tulare County and its member agencies. The funds may not be used for any transportation projects or programs other than those specified in this Plan without an amendment of the Expenditure Plan.

6. Actual revenues may be higher or lower than expected in this Plan, due to changes in receipts and/or matching or leveraging capability. Estimates of actual revenue will be programmed annually by the TCAG during its annual budget process.

7. The actual requirements for funds in a specific program could be higher or lower than expected due to changes in funding outside of this transportation sales tax, or due to changes in project costs or feasibility. Should the need for funds for any program/project be less than the amount to be allocated by the sales tax, or should any project become infeasible for any reason, funds will first be considered for reprogramming to other programs or projects in the same urban area in accordance with voting described above at a noticed public hearing. Should the need for funds in the entire area be less than the amount to be allocated by the transportation sales tax, the TCAG Board may amend the Expenditure Plan to reallocate funds to the other projects following its procedures for a plan amendment.

8. All projects funded with these transportation sales tax funds will be required to complete appropriate California Environmental Quality Act (CEQA) and other environmental review as required.

9. Funds may be accumulated by TCAG or by recipient agencies over a period of time to pay for larger and long-term projects. All interest income generated by these proceeds will accrue to the specific fund/project intended. If accumulated for a general purpose, the proceeds will be used for the transportation purposes described in the Expenditure Plan.

10. TCAG will have the capability of loaning transportation sales tax receipts at prevailing interest rates to other member agencies for the implementation of needed transportation projects, provided that a guaranteed revenue stream is devoted to repay such a loan over a maximum amount of time, and provided that the loan will not interfere with the implementation of programs or projects defined in the Expenditure Plan. Loaning of funds requires TCAG Board approval.

11. Matching or leveraging of outside funding sources is strongly encouraged. Any additional transportation sales tax revenues made available through their replacement by matching funds will be spent based on the principles outlined previously in these guidelines. A member agency may elect to advance Tier I Regional Project using local funds. The agency would be eligible for repayment for the amount advanced (with no interest) subject to TCAG approval of the advancement and the year of reimbursement.

12. For Transit/Bike/Pedestrian projects shown on Table 5, obtaining outside funding or grants is encouraged. For every dollar of sales tax funding saved by an agency through obtaining outside grants, 50% will be provided to that agency's Local Program fund. (Excludes: CMAQ, TEA, FTA 5307, and FTA 5311 or other state/federal grant administered through TCAG). The other 50% would be placed in the Local Program fund to be distributed among all agencies. Examples of eligible grants include but are not limited to: State of California Bike Lane Account funding, Federal Recreation trials Program, and Federal Transit Administration new starts program.
13. For ‘Regional Projects’ shown on Tables 1 and 2, obtaining third party grants by member agencies is encouraged so as to leverage sales tax revenue and expedite completion of projects. All funds generated by such third party grants solicited for specific regional projects shall be applied solely to those projects. TCAG will give preference to use the savings resulting from said grants toward other regional projects which primarily benefit the member agency responsible for obtaining said grants. Grants, as applied to the foregoing, do not include STIP funds.

14. New incorporated cities or new transit agencies or services that come into existence in Tulare County during the life of the Expenditure Plan could be considered as eligible recipients of funds through a Plan Amendment, and an additional position created on the governing board.

15. For Rail expenditures from the “Transit/Bike/Environmental Projects Program” funding may only be used for ROW acquisition and/or preservation of rail corridors. Preservation of rail corridors by purchase of existing fixtures includes but is not limited to railroad ties, ballast, tracks, and signals is permitted when anticipated commercial operation will result in preservation of the ROW. The purpose of the requirement is to ensure that real-property interest (long term-lease/easement) is maintained for rail use. The expenditure of Measure R funds shall not result in a commitment of additional funds. Prior to agency requesting rail funds from the “Transit/Bike/Environmental Projects Program,” a plan must be submitted that demonstrates the economic viability of the rail corridor for which the funding is proposed.

16. The Measure R Expenditure Plan on page 10 lists nine specific bike/pedestrian projects for the City of Visalia. A Visalia bike/pedestrian fund will be established for cost savings realized or projected to be realized from any of the nine projects. The City of Visalia may use the cost savings for City Council approved Class One Bike/Pedestrian Projects. Additional projects may be added up to the amount of the fund once all of the nine projects have been completed or fully funded.

17. In the event of an economic emergency, the Authority may waive the maintenance of effort requirements by a two-thirds (66.67% of the Authority Board membership) vote. An economic emergency may only be declared for up to one year at a time, and must be reauthorized if the emergency continues for more than a year. A fiscal emergency declaration must involve the entire County and cannot be declared for only some or a portion of the jurisdictions.

18. If a project within the Transit/Bike/Environmental (Air Quality) Program on Table 5 is determined to be infeasible or unwarranted during the 30 year life of Measure R, one-half of the identified funding would be subject to reprogramming based on current population. Unwarranted or Infeasible determination requires agreement with agencies in which the project is located. The second half of the funding would not be distributed until a determination is made that 75% of bike/ped projects and 50% of transit projects have been funded. Replacement of projects in excess of $5,000,000 will require an Expenditure Plan Amendment.

19. For Transit/Bike/Pedestrian Program projects shown on Table 5 and 5a, obtaining funding or grants is encouraged. For every dollar of Measure R sales tax funding saved by an agency through obtaining TCTA Board approved outside grants, 10% will be provided to that agency for an Air Quality Program project. The list of grant categories that are applicable for the 10% incentive include: CMAQ, TAP, and FTA competitive grants or other state/federal grant approved by TCAG/TCTA. The TCTA Board will have authority to modify, change, add, or delete project grant categories eligible for the 10% incentive at a regularly scheduled TCTA Board meeting by resolution. The TCTA Board will also have authority to increase or decrease the incentive percentage at a regularly scheduled TCTA Board meeting by resolution, with the understanding that any incentive grant already awarded under this incentive provision will be grandfathered into the existing program.
20. For the Woodlake Transportation Mitigation Program, funds may be used for the following:

- Landscaping and Forestry projects designed to offset vehicular emissions of carbon dioxide through the planting of trees and other suitable plants citywide.
- Resource Lands projects - the acquisition, restoration, or enhancement of resource lands (watersheds, wildlife habitat, wetlands, forests, or other significant natural areas) to mitigate the loss of or detriment to such lands within or near the right of way for transportation improvements.
- Roadside Recreation projects that provide for the acquisition and/or development of roadside recreational opportunities.

21. For the City of Visalia SR-198 corridor projects shown in Table 2, financial flexibility between projects is allowed subject to TCTA Board approval. Flexibility may include the addition or substitution of different interchanges and over-crossing priorities. The City of Visalia must submit a City Council approved Corridor Plan that includes at a minimum: the priority of projects, estimated planning-level costs, and estimated schedules prior to authorization of funding for any of the projects. The corridor plan may be amended as necessary. Amendments to the corridor plan will require City Council approval. Amendments to the corridor plan that result in Measure R funding changes require TCTA Board approval.

22. For the City of Porterville SR-190 and SR-65 corridor projects shown in Table 2, financial flexibility between projects is allowed subject to TCTA Board approval. Flexibility may include the determination of different interchanges and over-crossing priorities. The City of Porterville must submit a City Council approved Corridor Plan that includes at a minimum: the priority of projects, estimated planning-level costs, and estimated schedules prior to authorization of funding for any of the projects. The corridor plan may be amended as necessary. Amendments to the corridor plan will require City Council approval. Amendments to the corridor plan that result in Measure R funding changes require TCTA Board approval.

23. For the City of Farmersville, Farmersville Blvd./SR-198 project on Table 2, the project is defined to include: the extension/widening of Farmersville Blvd from SR-198 to Walnut Avenue and to include non-motorized transportation improvements to Visalia Road. The reduction of the original project from $30 million to $25 million is a reduction to the Regional Program.
Appendix B – Implementing Guidelines

The following Implementing Guidelines are intended to “guide” development and implementation of the measure program for Tulare County. Each of the three (3) transportation funding programs is described below. Implementing Guidelines for the fourth program (Administration/Planning Program) are described in Appendix A.

1. Regional Project Program (Regional Transportation Program)- 50% of the Measure

The Expenditure objectives are to:

- Provide additional funds to make up anticipated shortfalls to meet regional street and highway improvement needs
- Leverage Local Program state and federal funding from the California Transportation Commission (CTC)
- Accelerate delivery of street and highway projects that may otherwise be delayed because of other funding shortages

The program would provide funds for:

- Additional lane capacity on existing regional streets and highways
- Major Interchange improvements
- Other improvements which improve mobility performance on the regional system

Eligible expenditures for Phase 1 and Phase 2 projects would include all recognized project phases including:

- Planning and environmental analysis
- Preliminary engineering
- Design
- Right-of-way acquisition and relocation
- Utilities relocation
- Construction & Construction Engineering

In addition to Transportation Measure funds, the Regional Projects Program would require the partial allocation of State Transportation Improvement Program funds available to Tulare County to regional capacity increasing projects. These funding sources together result in slightly more than $903 million available for Phase 1 and Phase 2. Phase 2 projects are considered for advancement if additional funding is available and the projects are amended in to the current Regional Transportation Plan. During preparation of the biennial Strategic/Work Plan Updates, TCAG will develop a detailed improvement program that specifies the timing and delivery of projects or funding order considering project cost benefit, project readiness, and funding availability.
2. **Local Transportation Program - 35% of the Measure**
   This program would augment:
   - Existing local, state, and federal funds for local streets and roads
   - Any other form of transportation that provides funding for transportation projects of significance to local agencies
   - Local Transportation Impact Fees

   The improvements in this category are not limited to just the concept of rehabilitation. The funding is available to all jurisdictions to address their respective needs. This program will provide "flexible funding" for:
   - Meeting scheduled maintenance needs
   - Rehabilitating the aging local system
   - Pot hole repair
   - Signals
   - Safety Improvements
   - Bridge replacement
   - New local road capacity
   - Maintenance and rehabilitation projects
   - Separate street traffic from increasing rail traffic (railroad grade separations)
   - Signal Synchronization
   - Other improvements directly or indirectly related to transportation

   As with the Regional Projects Program, funds could be used for all needed phases of project development and implementation.

3. **Transit/Bikes/Environmental (Air Quality) Program – 14% of Measure**
   The program would include funding augmentation to existing transit operators to maintain basic transit services to meet the needs of:
   - Public transit
   - Those who are unable to drive
   - Those who choose an alternative to the use of private automobiles for work and shopping trips

   The program includes funding for:
   - Bicycle projects
   - Pedestrian improvements
   - Environmental Mitigation
   - Light Rail

   The Environmental Mitigation funds would be applied to an environmental mitigation bank that would encompass the projects and programs that may be funded with Measure assistance. This program would also reduce the time and significant delays associated with the current process of securing approval of affected resource agencies.

   As with the Regional Projects Program, funds could be used for all needed phases of project development and implementation. In addition to Measure funds, the Regional Projects Program would require the partial allocation of Regional CMAQ/TE funding administered through TCAG. These funding sources together result in slightly more than $132 million available for Transit/Bikes/Environmental projects.
Appendix C – Citizens’ Oversight Committee

Committee Purpose

To provide input on implementation of the plan, and to advise the TCAG Board if and when the plan needs to be augmented and to ensure that the funds are being spent in accordance with the plan.

To inform the public and to ensure that the Transportation Measure (Measure) funding program revenues and expenditures are spent as promised to the public.

Administrative Issues

Committee Formation

- The Committee will be formed within six (6) months upon approval of the Measure by the voters of Tulare County in November 2006
- The Citizens’ Oversight Committee (Committee) shall not be amended out of the Expenditure Plan
- Meetings will commence when Measure revenues are recommended for expenditure; including Strategic/Work Plan updates

Selection and Duties of Committee Chair and Vice Chair

- The Committee shall select a Chair and Vice Chair from the members, each of whom shall serve a one (1) year term
- The duties of the Chair will be to call meetings, set agendas, and preside over meetings
- The duties of the Vice Chair will be to perform the same duties described above in the absence of the Chair

Committee Meetings

- The Committee will hold one formal meeting annually, with additional meetings scheduled as needed by the Committee.
- All Committee meetings must be held in compliance with the Brown Act
- All meetings will be conducted per “Robert’s Rules of Order”

Subcommittee Requirements

- Subcommittees: the Committee may elect to form subcommittees to perform specific parts of its purpose.
- All subcommittees shall have an odd number of members

Committee Membership, Selection, and Quorum

Membership & Selection

The Committee will be designed to reflect the diversity of the County. The Committee will consist of 16 members. Each organization represented on the Citizens’ Oversight Committee will nominate its representative; with final appointments approved by the governing board of the TCAG. The membership shall be as follows:

*One member will be appointed by each City and the County. (Total of 9)

*One representative from a major private sector Tulare County employer, nominated by the Tulare County Economic Development Corporation
*One representative from the building industry, nominated by the Tulare County Building Industry Association.

*One representative from the agriculture industry, nominated by the Tulare County Farm Bureau

*One representative from the Hispanic community, nominated by the Tulare Kings Hispanic Chamber of Commerce

*One representative from an advocacy group representing bicyclists and pedestrians, and/or transit.

*One member who is a professional in the field of audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.

*One representative from an environmental advocacy group

- In the case of the final three representatives, applications from citizens from Tulare County who are over the age of 18 will be solicited and accepted and the representatives will be selected by the other 13 seated Board members, subject to final approval by TCAG.

Quorum

- A Quorum will be no less than nine (9) members of the Committee
- An action item of the Committee may be approved by a simple majority of those present, as long as the quorum requirement is met.

Term of Membership

- Terms of membership will be for two (2) years. No member may serve more than 8 years
- Members may be reimbursed for authorized expenses, but not be compensated for their service on the Committee
- In an effort to maintain Committee member consistency, during the first two (2) years of the Committee, terms will be staggered with 8 of the members to serve a one-year term, 8 of the members to serve a two-year term.
  - The length of the first terms will be determined via random selection.
- Proxy voting will not be permitted

Eligibility

- U.S. citizen 18 years of age or older who resides in Tulare County
- Not an elected official at any level of government
- Not a public employee at any State, County or local city agencies
- Must submit an annual statement of financial disclosure consistent with Fair Political Practices Commission (FPPC) rules and regulations and filed with the Authority

Staffing

- TCAG will staff the Committee and provide technical and administrative assistance to support and publicize the Committee’s activities.
- TCAG services and any necessary outside services will be paid using the TCAG’s Measure Administration Program revenues
- Expert staff will be requested to provide information and make presentations to the Committee, as needed

Responsibilities

The Committee may receive, review and recommend any action or revision to plans, programs, audits or projects that is within the scope of its purpose stated above. Specific responsibilities include:

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• Receive, review, inspect, and recommend action on independent financial and performance audits related to the Measure
• Receive, review, and recommend action on other periodic reports, studies and plans from responsible agencies. Such reports, studies and plans must be directly related to Measure programs, revenues, or expenditures
• Review and comment upon Measure expenditures to ensure that they are consistent with the Expenditure Plan
• Annually review how sales tax receipts are being spent and publicize the results
• Present Committee recommendations, findings, and requests to the public and TCAG in a formal annual report to inform Tulare County residents how funds are being spent.
• The Committee will have full access to the TCAG independent auditor and will have the authority to request and review specific information, with the understanding that the Committee will rely upon data, processes and studies available from TCAG, and other relevant data generated by reputable sources. It is understood; that TCAG will be continuously striving to improve the reliability of data and to update analytical and modeling processes and that the Committee will be kept abreast of any such efforts, and is invited to participate in development of such updates in a review capacity.

The Committee will assist TCAG in taking advantage of changing situations with technical and transportation developments in the future. Therefore, the provisions regarding the Committee make up, processes and protocols are viewed through 2037 based upon a 2007 perspective, and are not meant to be unduly restrictive on the TCAG and the Committee's roles and responsibilities.
CONSIDERATION OF ESTABLISHING A CHARTER REVIEW COMMITTEE

ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

The City Council has expressed an interest in establishing a Committee to undertake an update of the City Charter. The most recent updates include a comprehensive update that occurred in 2003, and a 2008 amendment to designate “In God We Trust” as the City’s Official Motto. (For Council’s reference, a copy of the Charter and a history of Charter Amendments is herein provided.) The Council has previously discussed several subjects for potential amendment which include manic interference; employees’ retirement system; the fiscal year and timing of the budgetary process; the general election date; and the issue of license agreements versus long term leases. In addition, general housekeeping updates should be considered in order to remove inconsistencies with current state law.

In proceeding with the establishment of the Committee other considerations must be made, including the committee’s charge and scope, and well as the composition and appointment method of committee members. At the Council’s discretion, the charge and scope of the committee could be as narrow or broad as it deems appropriate. The City Council could direct the Committee to only review those items identified by the Council, or it could allow for a more broad scope of review and recommendation by the Committee.

Council further has discretion in determining the composition and appointment method for the Committee. There are a variety of options the Council could consider in this regard. For example, in the most recent comprehensive update, the Council established a 15-member committee. Each Council Member appointed one initial member, who then selected two additional members to form the full 15-member committee. Generally speaking, the larger the committee, the more challenges with obtaining quorums and coming to agreement. It is staff’s belief that a committee consisting of approximately seven to nine members would likely be both efficient and effective.

In order to place the amendments on the June 3, 2014 ballot, Elections Code requires that the election be called no later than 88 days prior to the election, or March 7, 2014. Based on that deadline, staff has prepared a proposed timeline for Council’s consideration. Please note, time buffers are built into the proposed timeline to accommodate unanticipated delays.

Item No. 24
RECOMMENDATION: That the City Council:
1. Establish a Charter Review Committee and provide direction to staff as to the committee's charge and scope;
2. Determine the committee's composition and appointment method; and
3. Approve the proposed ballot measure timeline.

ATTACHMENT: 1. City Charter
2. Charter History
3. Proposed Timeline
4. List of Regular City Council Meeting Dates
PORTERVILLE, CALIFORNIA

CITY CHARTER

Sec. 1. Name Of City; Perpetual Succession.

The municipal corporation now existing and known as the "City Of Porterville" shall remain and continue a body politic and corporate, as at present, in fact and in law, by the name of the "City Of Porterville," and by such name shall have perpetual succession.

Sec. 1.1. City Motto.

"In God We Trust" shall be designated as the official motto of the city of Porterville. (6-24-2008)

Sec. 2. Boundaries.

The boundaries of the city of Porterville shall continue as now established until changed in some manner authorized by law.

Sec. 3. Rights And Liabilities Of Cities; Prior Contracts, Liabilities, Etc., Continued In Effect.

The city of Porterville shall remain vested with and continue to have, hold, and enjoy, all property, rights of property, and rights of action of every nature and description, now pertaining to said municipality, and is hereby declared to be the successor of the same. No right, liability, pending suit or prosecution on behalf of, or against, the city shall be affected by the adoption of this charter. All contracts entered into by the city prior to the taking effect of this charter shall continue in full force and effect.

Sec. 4. General Powers Of City; Official Seal.

The city of Porterville, by and through its council and other officials, shall have and may exercise all powers necessary or appropriate to a municipal corporation and the general welfare of its inhabitants, which are not prohibited by the constitution, and which it would be competent for this charter to set forth particularly or specifically; and the specifications herein of any particular powers shall not be held to be exclusive or any limitation upon this general grant of power. General powers of the city include, but are not limited to, the powers necessary or appropriate to promote the health, welfare and education of its inhabitants. The city shall have and use a common seal and the official seal hereinbefore adopted and now in use by said city shall continue to be the official seal of said city. (3-4-2003)

Sec. 4.1. Intergovernmental Powers.

The city may exercise and perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by agreement or otherwise, with any one or more states or any agency of California, or any governmental jurisdiction or nonprofit corporation thereof, or the United States or any of its agencies or instrumentalities. (3-4-2003)

Sec. 4.2. Liberal Interpretation.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way any of the powers granted by this charter. (3-4-2003)

Sec. 5. When Elections To Be Held; Special Elections; Procedure For Elections For Local Improvements Or Levies Of Assessment Or Bonded Indebtedness.

General municipal elections shall be held in said city at the same time as the primary election for state offices for the state of California under and pursuant to the general laws of the state of California governing elections in charter

cities, so far as the same may be applicable, and except as herein otherwise provided. All other municipal elections that may be held by authority of this charter or of general law shall be known as special municipal elections, and shall be held, substantially as in this charter provided for general municipal elections; providing, however, that special elections to authorize any municipal or local public improvement, or the levy of assessment therefor, or to create a municipal bonded indebtedness, shall be held in conformity with any general law of the state relative thereto under which any such proceeding is instituted by the council, in case such general law provides for the procedure and manner of holding elections thereunder. (4-6-1971; 4-5-1977; 3-4-2003)

Sec. 6. Initiative, Referendum And Recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state. Any elective officer may be recalled from office under and pursuant to the provisions of the constitution and general laws, provided that a special election shall be held at the same time as the recall election, in accordance with the constitution and general laws of the state, for the purpose of electing officers to fill the place or places of the officers sought to be recalled. (4-6-1971; 3-4-2003)

Sec. 7. Elective Officers To Be Residents.

In order to be eligible to hold any elective office in the city of Porterville, a person must be a resident and elector therein, and shall have resided in said city for at least thirty days next preceding the filing of their nominating papers, or equivalent declaration or candidacy, and be an elector at the time of said filing. (4-6-1971; 4-5-1977; 3-4-2003)

Sec. 8. Elective Officers.

The elective officers of the city of Porterville shall be five councilmen, who shall be elected from the city at large at a general municipal election therein.

Sec. 9. Legislative Body; Composition; Election; Term; Compensation; Ineligibility For Other City Office; President Of Council; Vice-President; Installation Of Newly Elected Officers; Powers To Be Exercised By Council.

The legislative body of the city shall consist of five persons elected at large, which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held in the said city at the same time as the primary election for state offices for the state of California. They shall hold office for the period of four (4) years from and after the Monday next succeeding the day of their election and until their successors are elected, and qualified; provided the respective terms of any council member presently serving or elected at the time of the adoption of this amendment shall be extended one additional year to the even-numbered year following the expiration of their respective terms. (3-4-2003)

The members of the council shall each receive the sum of twenty dollars ($20.00) for each council meeting actually attended; the mayor shall receive the sum of twenty-five dollars ($25.00) for each meeting of the council actually attended, provided, however, that the members of the council shall not receive compensation for more than seven meetings in any one calendar month. In addition, the council shall be reimbursed for necessary expenses incurred for authorized city business. (4-6-1971)

The members of the council shall not be eligible to any other office or employment with the city.

The council shall reorganize at its next meeting following each municipal election and shall choose one of their number to serve as president of the council to be known as mayor. At this time the council shall also choose one of their number to serve as vice-president, and he/she shall act as mayor pro tempore in case of the absence, sickness or other disability of the mayor. The mayor and mayor pro tempore shall serve a two year term, but either may be removed at any time by a majority vote of the council. If the council removes the mayor prior to the expiration of his/her term pursuant to this provision, the council shall choose one of their number to serve as mayor until the next organizational meeting. (3-4-2003)
The council shall meet at its usual meeting place on the first Monday after any municipal election, duly canvass the returns and declare the result thereof, and install the newly elected officers, if any.

All powers granted to and vested in the city of Porterville by law or by the provisions of this charter, shall, except as herein otherwise provided, be exercised by the council to be designated the "Council Of The City Of Porterville." The council shall be the governing body of the city and subject to the express limitations of this charter shall be vested with all the powers necessary or convenient for a complete and adequate system of municipal government, consistent with the constitution of the state. (4-6-1937)

Amendment note. The third paragraph of § 9 was amended April 6, 1971. Formerly said section allowed each council member the sum of $5.00 for each meeting actually attended, for not more than two meetings in any one month.

Sec. 9.1. Public Participation.

The council shall continue to encourage the organization of and communication with representative neighborhood groups throughout the city to encourage citizen participation, to seek advice and input and to provide information to the public relative to city matters and affairs. (3-4-2003)

Sec. 10. Time And Place Of Council Meetings; Meetings To Be Open To Public; Council To Adopt Rules For Conduct Of Its Own Proceedings.

The council shall provide by ordinance for the time and place of holding its meetings. Special meetings shall be called in accordance with the provisions of general law. There shall be at least one (1) regular meeting in each month. Any regular meeting may be adjourned to a date and hour certain, and such adjourned meeting shall be a regular meeting for all purposes. (4-6-1971)

Except for special meetings with the legislative bodies of other political subdivisions, or informational meetings held within the community where no action is to be taken, all meetings of the council shall be held in the city hall, unless by reason of fire, flood, or other disaster, or lack of seating capacity, the city hall cannot be used for that purpose, and all meetings shall be open to the public. The council shall adopt rules for conducting its proceedings and may punish its members or other persons present at any meeting for disorderly conduct. (4-2-1963; 3-4-2003)

Amendment note. The first paragraph of § 10 was amended April 6, 1971, by changing the manner of calling special meetings. Formerly the council provided by ordinance "the manner in which its special meetings may be called." The second paragraph of § 10 was amended March 4, 2003 to allow meeting outside city hall.

Sec. 11. Quorum; Compelling Attendance At Meetings.

A majority of the council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and postpone the consideration of or action upon, pending business in like manner. Attendance at meetings of absent members of the council may be compelled in such manner and under such penalties as may be prescribed by ordinance.

Sec. 12. How Council Acts On Legislative Matters; Resolutions; Records Of Votes; Requirement That All Members Vote; How Ordinances Headed; Ordaining Clause; Ordaining Clause Of Ordinances Passed By Initiative; When Ordinances To Be Passed; Publication; Effective Date Of Ordinances; Certain Matters Required To Be Passed By Ordinance; Repeal Of Ordinances; Revision Of Ordinances; Ordinances To Be Signed By Mayor And Attested By Clerk.

The council shall act in legislative matters by ordinance or resolution only. Other action of the council, unless herein otherwise provided, may be taken by resolution, motion, or order.

The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the record of the proceedings of the council. Upon the request of any member of the council, the ayes and noes shall be taken and recorded upon any vote. All members present at any meeting must vote; provided that no such member of the council shall cast a vote when to do so would be contrary to the applicable provisions of state law, including the laws pertaining to conflict of interest. (3-4-2003)
No ordinance or resolution shall be passed without receiving the affirmative votes of at least three members of the council.

Each ordinance shall be headed by a brief title which shall indicate the purport thereof.

The ordaining clause of all ordinances adopted by the council shall be, "The Council of the City of Porterville do ordain as follows:"

The ordaining clause of all ordinances passed by the vote of the electors of the city, through the exercise of the initiative shall be, "The People of the City of Porterville do ordain as follows:"

No ordinance shall be passed by the council at any time other than at a regular meeting, or until its publication at least once in the official newspaper of the city at least three days before its final passage.

Except an ordinance calling or otherwise relating to an election, no ordinance passed by the council of the city of Porterville, except when otherwise specially required by the laws of the state, and except an ordinance for the immediate preservation of the public peace, health or safety, which contains a declaration of, and the facts constituting its urgency and is passed by a four-fifths (4/5) vote of the council, and no ordinance granting a franchise, shall go into effect before thirty (30) days from its final passage.

Except as otherwise provided by general law, or this charter, no action providing for the granting of any franchise, or for the establishing or changing fire zones, or for the imposing of any penalty, shall be taken except by ordinance. (3-8-1983)

No ordinance, or portion thereof, shall be repealed except by ordinance. No ordinance shall be revised, reenacted or amended by reference to its title only; but the ordinance to be revised or reenacted, or the section or sections thereof to be amended, or the new section or sections to be added thereto shall be set forth and adopted according to the method provided in this section for the enactment of ordinances, and such revision, re-enactment, amendment, or addition, shall be made by ordinance only.

All ordinances shall be signed by the mayor and attested by the city clerk.

Sec. 13. Legislative Officers; Administrative Officers; Other Officers And Commissions; Consolidation Of Offices.

The legislative officers of the city of Porterville shall consist of five (5) members of the council, one of whom shall act as mayor. In addition, there shall be the following administrative officers who shall be appointed by the council: a city manager, a city attorney and a city clerk.

The council may, by ordinance provide for such other officers as deemed necessary and the council may further establish by ordinance commissions deemed by it to be necessary or proper to aid in the orderly administration of the city of Porterville.

All members of commissions and legislative committees shall be appointed by the council. The council may appoint members to other boards or committees. Administrative officers may appoint members to temporary administrative committees. (3-4-2003)

The council may, at any time, when in its judgment, the interest of the city so demands, by a four-fifths (4/5) vote thereof, consolidate by ordinance two or more city administrative offices and place the same in charge of one such officer. (4-2-1963; 4-6-1971; 3-8-1983)


When in this charter not otherwise prescribed, the council shall determine which officers shall give bonds for the faithful performance of their official duties, and shall fix the amount of said bonds. Such officers before entering upon their official duties, shall execute a bond to the city in the penal sum required, which bond shall include any other office of which they may be ex-officio incumbent. Said bonds shall be approved by the council, filed with the

city clerk, and paid for by the city; provided, however, that the bond of the city clerk when approved as aforesaid shall be filed with the city treasurer. Nothing in this section shall prevent the authorization or furnishing of a blanket bond to assure the honesty or faithful performance of any of its officers or employees. (3-4-2003)

Sec. 15. Oath Of Office.

Every officer and employee of the city, before entering upon the duties of his/her office shall take and subscribe the oath of offices as provided for in the constitution of the state, and shall file the same forthwith with the city clerk. (4-6-1971; 3-4-2003)

Sec. 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections. (3-4-2003)

If any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than thirty (30) days consecutively without permission of the council, or for said period shall wilfully fail or refuse to perform the duties of his office, though able so to do, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant. (3-4-2003)

Sec. 17. Appointment And Removal Of Officers And Employees; Grounds Of Removal; Hearing Prior To Removal.

Except as may be otherwise in this charter provided, the affirmative vote of three (3) members of the council shall be required for the appointment of or the removal of any administrative officer for cause. "For cause" includes, but is not limited to, refusal to perform the duties of his/her office, being adjudged mentally incompetent, or being convicted of a felony or crime of moral turpitude. The administrative officer is entitled to a hearing before the council on the validity of the grounds providing the basis for removal for cause. (3-8-1983; 3-4-2003)

The council may remove any of its administrative officers at its pleasure, without cause stated or at hearing had, by the affirmative vote of four members cast in favor of such removal, and the determination of the council in such matters shall be final and conclusive. (3-8-1983)

Editor's note  Prior to its complete restatement by an amendment adopted March 8, 1983, § 17 had been amended February 5, 1935, and April 6, 1971.

Sec. 17-A. Retirement Age For City Employees.

Repealed March 8, 1983.

Sec. 17A. Retirement Age For City Employees Effective April 2, 1975.

Repealed March 8, 1983.

Sec. 18. Compensation Of Appointive Officers And Employees; Limitation As To Least Amount Of Compensation; Fees Abolished.

The council shall fix the compensation of all appointees and employees except officials and members of boards, commissions and committees serving gratuitously. Said compensation shall be fixed, increased or changed by resolution, adopted by a three-fifths (3/5) vote of the council. (4-6-1971; 3-4-2003)
The duties or the minimum compensation of any appointive official shall not be so established by the council as to in effect abolish the office.

The salary of any appointive official or employee of the city shall cease forthwith with his/her removal or resignation from office or employment, and he/she shall only be entitled to compensation for that expired proportion of the month or term of service during which he/she shall have performed his/her duties. (3-4-2003)

No officer or employee shall be allowed any fee, perquisite, emolument, or stipend, in addition to, or save as embraced in the salary or compensation fixed for such office by the council, if a council appointee, or the manager if a manager appointee, and all fees received by such officers or employees in connection with his/her official duties shall be paid by him/her into the city treasury, and a written report made of same, provided, however, that rewards which have been publicly offered for the apprehension of criminals may be received by the officer or officers making the apprehension, after deducting therefrom any expense that the city may have sustained in the matter. (2-5-1935; 4-6-1971; 3-4-2003)

Amendment note _ The first and fifth (now fourth) paragraphs of § 18 were amended April 6, 1971. Formerly compensation was fixed, increased or changed by ordinance. The former second paragraph of § 18, which authorized the city manager to fix the compensation of his appointees, was repealed.

Sec. 19. Duties Of The Mayor Generally.

The mayor shall be the executive head of the city. In case of riot, insurrection, extraordinary emergency, or other disaster, he/she shall be responsible for making a public declaration of a state of emergency and shall assume all other responsibilities required of him/her pursuant to the city's disaster plan. (3-4-2003)

In the name and on behalf of the city, he/she shall sign all contracts, deeds, bonds and other legal instruments in which the city is a party. (3-4-2003)

He/she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable or appropriate to have the city represented officially thereat. (2-5-1935; 3-4-2003)

In the absence of the mayor, for whatever reason, the vice president of the council shall assume the duties as mayor pro tempore. (3-4-2003)

Sec. 20. City Attorney; Qualification; Duties; Assistant Attorney.

The city attorney shall be an attorney-at-law, admitted to practice as such before the supreme court of the state, and who has been in actual practice therein for at least three years next preceding his/her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable. The city attorney shall be legal advisor of the council, and all other city officials. He/she shall prosecute all violations of city ordinances and shall draft all contracts and other legal documents and instruments, required by the council or the city manager. He/she shall perform such other legal services as the council may direct and shall attend all meetings of the council unless excused therefrom by three members thereof or by the mayor.

When from any cause the city attorney is unable to perform the duties of his/her office, he/she may, with the consent of the council, appoint some other qualified attorney to temporarily act in his/her place and whenever in the judgment of the council, the interests of the city require it, it may employ assistant counsel.

The city attorney shall deliver all books, records, papers, documents and personal property of every description, owned by the city, to his/her successor in office, and the city shall provide a means of safe-guarding the same.

He/she shall possess such other powers, and perform such additional duties, not in conflict with this charter as may be prescribed by ordinance. (3-4-2003)

Sec. 21. City Manager; To Become Resident; Powers And Duties; Bond.

The city manager shall be the administrative head of the city government. The city manager shall establish residency
in the city of Porterville within a reasonable period of time within the discretion of the council. His/her powers and duties shall be as follows:

(a) To see that all ordinances are enforced.

(b) To appoint except as otherwise provided in this charter, all heads of departments, subordinate officials and employees, and remove the same, except as otherwise herein provided, and have general supervision and control over the same.

(c) Repealed. (4-6-1971)

(d) To see that all the provisions of all franchises, permits, and privileges granted by the city are fully observed, and report to the council any violation thereof.

(e) To act, as purchasing agent for the city, should he/she be so appointed by the council.

(f) To attend all meetings of the council unless excused therefrom by the council or mayor.

(g) To examine or cause to be examined, without notice, the conduct of any officer or employee of the city.

(h) To keep the council advised as to the needs of the city.

(i) To devote his/her entire time to the interests of the city.

(j), (k) Repealed. (4-6-1971)

(l) Repealed. (3-4-2003)

(m) To possess such other powers and perform such additional duties as are prescribed by this charter, or may be prescribed by ordinance. (2-5-1935)

(n) Repealed. (4-6-1971)

Sec. 22. City Manager Pro Tem.

In case of an illness, scheduled vacation or scheduled absence from the city of the city manager, for a period of up to thirty (30) days, the individual designated as the deputy city manager shall serve as city manager pro tem. In the event that a deputy city manager has not been designated or the deputy city manager is otherwise unable to serve, the city manager shall appoint one of the existing directors of the city departments to serve as city manager pro tem. (3-4-2003)

In the case of any other absence, excluding a vacancy of the city manager position, from the city of the city manager, or his/her temporary disability to act as such, the council shall appoint a city manager pro tem, who shall possess the powers and discharge the duties of the city manager during such absence or disability only; provided, however, that a city manager pro tem shall have no authority to appoint or remove any city department director except with the unanimous formal approval of all of the members of the council. In the event that the city manager position is vacant, the council shall appoint a city manager or acting/interim city manager in accordance with sections 13 and 17 of this charter. (3-4-2003)

Sec. 23. City Clerk; To Be Clerk Of The Council When So Appointed; Duties; To Keep Corporate Seal.

The city clerk shall be clerk of the council when so appointed by the council. (3-4-2003)

It shall be the duty of the city clerk to attend all sessions of the council and keep a full and correct record of the proceedings of each of said bodies. The proceedings of the council shall be kept in a book marked "Minutes of the Council." He/she shall keep a book marked "Ordinances" into which he/she shall copy all city ordinances certifying that each such copy is a full and correct copy of the original ordinance, and stating that the same has been published as required by law. Said record copy, so certified, shall be prima facie evidence of the contents of the ordinance, and
of its passage and publication and shall be admissible as such evidence in any court or proceedings. Such record shall not be filed but shall be returned to the custody of the city clerk. He/she shall also keep a book marked "Resolutions," into which he/she shall copy all resolutions passed by the council. Both the books containing ordinances and resolutions, shall be adequately and comprehensively indexed. He/she shall conduct promptly, and keep a systematic record of all correspondence between the council and third parties relating to city business.

He/she shall be the keeper of the corporate seal of the city, and shall affix the same to instruments or writings requiring authentication. He/she shall safely keep all records, documents, ordinances, resolutions, books and such other papers and matters, as may be regularly delivered into his/her custody or required by law or ordinance to be filed with him/her. (4-2-1963; 4-6-1971; 3-4-2003)

Amendment note _ The first paragraph of § 23 was amended April 6, 1971 by the addition of the words "when so appointed by the council." The former fourth paragraph of § 23 relating to the clerk's duties as assessor, was repealed April 6, 1971.

Sec. 24. Director Of Finance; Payment Of Demands; To Check Annual Tax Roll.

The city manager shall appoint the director of finance of the city, who shall serve as the general accountant of the city. He/she shall receive and preserve in his office all accounts, books, vouchers, documents and papers relating to the accounts of the city, its debts, revenues and other financial affairs. He/she shall keep an account of all moneys paid into and out of the treasury; and keep informed as to the exact condition of the treasury at all times. (4-6-1971)

Every demand upon the treasury, before its approval by the council, must be presented to the director of finance, who shall satisfy himself/herself whether the money is legally due, and its payment authorized by law. If satisfactory, he/she shall draw a warrant upon the treasury for the payment thereof. Every demand approved by the director of finance shall specify on its face the several items composing it, with the amounts and dates thereof. The approval of the council shall not be necessary to draw warrants for the payment of regular salaries of officials and employees of the city, or for payment of any obligation previously authorized by law, or by resolution or order of the council. (4-6-1971)

He/she shall render each month a statement to the council showing the financial condition of the city, and annually a like statement covering all of the financial transactions of the city during the year previous.

After the annual tax roll has been completed, and before it is deposited with the collector, the director of finance shall make a check of the roll correcting any errors that may be found and endorse same with his/her approval. (4-6-1971; 3-4-2003)

Amendment note _ The first, second and fourth paragraphs of § 24 were amended April 6, 1971. Formerly the auditor was the general accountant of the city who performed the duties set out in the section.

Sec. 25. City Treasurer; Appointment; Duties; Bond.

Repealed April 6, 1971.


Sec. 27. Chief Of Police; Duties; Appointment And Removal Of Subordinates; To Make Rules And Regulations.

Repealed April 6, 1971.

Sec. 28. Fire Chief; Appointment; Duties And Powers.

Repealed April 6, 1971.

Sec. 29. Collector; Duties.

Repealed April 6, 1971.
Sec. 30. City Engineer; Powers And Duties.
Repealed April 6, 1971.

Sec. 31. Office Of Purchasing Agent Authorized; Duties Of Heads Of Offices To Submit Estimates To Agent; Duties Generally; Competitive Bidding; Preference To Local Merchants.
Repealed April 6, 1971.

Sec. 32. Street Superintendent.
Repealed April 6, 1971.

Sec. 33. Qualifications Of Health Officer; Duties.
Repealed April 6, 1971.

Sec. 34. Vacations.
Repealed April 6, 1971.

Sec. 35. Additional Duties Of Officers.
Besides the duties herein specified, all officers and boards shall perform such other appropriate duties as may be prescribed by ordinance or the general laws.

Sec. 36. Officers And Employees To Continue In Office Until Successor Elected Or Qualified.
Until the election or appointment and induction into office of the officers and employees in this charter provided for, the present officers and employees shall without interruption, continue to perform the duties of their respective offices and employments for the compensation provided by existing ordinance or laws.

Sec. 37. Resignations From Office; Candidates For Office Not Required To Resign From Other Office Prior To Appointment Or Qualification; When Resignation Effective.
Repealed April 6, 1971.

Sec. 38. Officers And Boards Having Power To Administer Oaths And Issue Subpoenas; Contempt Proceedings.
Repealed March 8, 1983.

Sec. 39. Fiscal Year.
The fiscal year of the city shall commence on the first day of July of each year, or at such other time as may be fixed by ordinance. (3-4-2003)

Sec. 40. Taxation To Conform To General Laws Of The State.
Except as otherwise herein provided the council shall, by ordinance, provide a system for the assessment, equalization, levy, and collection of taxes, which, as nearly as may be, shall conform to the system provided by the general laws of the state; provided, that all sales for delinquent taxes shall be made to the city of Porterville. Should the council fail to fix the tax rate within the time prescribed, then the tax rate of the previous year shall constitute the rate for the current year.

Sec. 41. Board Of Equalization.
Sec. 42. Annual Tax Levy To Be Affixed.

The council, not later than its second regular meeting in August, shall fix a rate of taxation sufficient to raise the amounts established by council action pursuant to section 44. The council shall notify the county assessor who shall thereupon compute and carry out the amount of tax so levied on each parcel of property contained in the assessment roll for the city. (4-6-1971; 3-4-2003)

Amendment note. On April 6, 1971, § 42 was amended by changing the meeting date from the first regular meeting in September to the second regular meeting in August.

Sec. 43. Limitation On Tax Levy.


Sec. 44. Limitation On Special Tax Levies; Enumeration Of Purposes For Which Special Taxes May Be Levied.

The council shall have the power to levy and collect taxes, in addition to the taxes herein or by general law authorized to be levied and collected, sufficient to pay and maintain the sinking fund of the bonded indebtedness of the city; and for the following purposes: (4-6-1971)

(a) For the support and maintenance of the fire department, for fire protection purposes, at the rate of not more than three mills on each dollar of the assessed valuation of the real and personal property within the city; (4-6-1971)

(b) For the acquisition, construction and maintenance, as the case may be, of permanent public improvements, of real property, of public buildings and structures, and of public offices, including equipping and furnishing the same, at the rate of not more than two mills on each dollar thereof;

(c) For the maintenance and support of free public libraries and reading rooms in said city, at the rate of not more than two mills on each dollar thereof.

(d) For the maintenance and support of free public parks and playgrounds in said city, at the rate of not more than two mills on each dollar thereof;

(e) For music, entertainment, and promotion, at the rate of not more than one mill on each dollar thereof. (2-5-1935; 4-5-1949)

Amendment note. The first paragraph and subsection (a) of § 44 were amended April 6, 1971. In the first paragraph the words "at not to exceed the following rates" was deleted. In subsection (a), the rate was changed from five mills to three mills and the firemen's relief fund was eliminated as a purpose.

Sec. 45. Taxes And Assessments To Constitute A Lien; Foreclosure.

All taxes and assessments levied, together with any percentages imposed for delinquency and cost of collection, shall constitute liens on the property assessed; every tax upon the personal property shall be a lien upon the real property of the owner thereof. The liens provided for in this section shall attach as of the first Monday in March each year and may be enforced by actions to foreclose such liens in any court of competent jurisdiction, or by a sale of the property affected and the execution and delivery of all necessary certificates and deeds therefor, under such regulations as may be prescribed by ordinance; provided that when real estate is offered for sale for city taxes due thereon the same shall be sold to the city in like case and manner, and with like effect and right of redemption as it may be struck off and sold to the state when offered for sale for county taxes; and the council shall have power to provide by ordinance for the procedure to be followed in such sales to the city and redemption thereafter.

Sec. 46. Disposition Of City Money.

All moneys collected for the city by any officer or department thereof shall be paid into the treasury daily if possible,
and at least once each week.

Sec. 47. Application Of Surplus Bond Money.

All moneys derived from the sale of bonds, including premiums and accrued interest, shall be applied to the purposes for which the bonds were voted. After such purposes have been fully completed and paid for, any remaining surplus shall be transferred to the bond and interest redemption fund.

Sec. 48. Payment Of City Money; Expenditures And Indebtedness; Presentation Of Demands; Warrants On Treasury.

No money shall be expended and no indebtedness shall be incurred on behalf of the city, for any purpose, unless and until the same shall have been authorized by ordinance by four-fifths (4/5) majority vote of the council; provided that effective January 1, 2004, and following every council election thereafter, the city council may, by a four-fifths (4/5) majority vote, adjust the amount of money that may be expended, or the indebtedness that may be incurred, on behalf of the city, without prior specific council authorization. (3-4-2003)

The city council, by ordinance approved by four-fifths (4/5) majority vote of the council, shall establish the maximum amount of money to be expended and/or indebtedness incurred on behalf of the city without first requiring specific council authorization, except as otherwise provided for in this charter; provided further that said maximum amount once established by ordinance shall not be adjusted until after each general council election, commencing with the first such election occurring after January 1, 2004, and then only by a four-fifth (4/5) majority vote. (3-4-2003)

All demands against the city shall, before being paid, be presented to and approved by the proper board, commission or officer, as herein provided. Demands for which no appropriation has been made shall be presented to the city manager, provided, that any person dissatisfied with the refusal of the city manager to approve any demand, in whole or in part, may present the same to the council, and the approval of such demand by the council shall have the same effect as its approval by the city manager; and provided further, that if the council shall provide for other boards or commissions, it may make provision for the presentation to and approval by any such board or commission of demands for liabilities incurred by them.

The council may provide for a revolving cash fund as authorized by ordinance by four-fifths (4/5) majority vote of the council; provided that effective January 1, 2004, and following every council election thereafter, the city council may, by a four-fifths (4/5) majority vote, adjust the revolving cash fund. The amount shall be paid to the city manager, and used by him/her for the payment in cash, of expenditures provided for in the budgets that cannot conveniently be paid otherwise. He or she shall account to the council for all payments by him or her out of said fund when making demand for the replenishment of the same, and at such other times as the council may require, and they shall thereupon be charged against the proper appropriations. (3-4-2003)

All demands approved by the proper board, commission or officer shall be presented to the director of finance, who shall examine the same, and if the amount thereof is legally due and there remains on his books an unexhausted balance or an appropriation against which the same may be charged, he/she shall approve such demand and draw and sign his warrant on the treasurer therefor, payable out of the proper fund. Objections of the director of finance to any demand may be overruled by the council, and the director of finance shall thereupon draw his warrant as directed by the council. Such warrants, when presented to the treasurer, shall be paid by him/her out of the fund therein designated, if there be sufficient money in such fund for that purpose. A warrant not paid for lack of funds shall be registered, and all registered warrants shall be paid in the order of registration when funds are available therefor; all such registered warrants shall bear interest at the rate of six percent (6%) per annum. The director of finance shall draw his/her warrants for payment of municipal or other bonds payable out of the funds in the treasury upon presentation and surrender of the proper bonds or coupons without approval of any body or officer. The council may make further regulations by ordinance regarding the presentation, approval and payment of demands against the city. (3-4-2003)

Sec. 49. Monthly Financial Reports Required.

All officers required by this charter or by ordinance to submit monthly financial reports to the council, shall submit:

the same in duplicate, and upon their approval by the council, one of each of such duplicate reports shall be posted forthwith in the office of the city clerk in such manner as to be readily accessible to the public, and shall remain so posted until the approval by the council of the next succeeding financial report when the same procedure shall be followed in relation thereto. The council, in addition to such posting, may, in its discretion, cause any of such reports to be published at any time.

Sec. 50. Approving Illegal Claims To Forfeit Office.

Every officer who shall wilfully approve, allow or pay, any demand on the treasury not authorized by law, shall be liable to the city individually and on his/her official bond for the amount of the demand so approved, allowed, or paid, and shall forfeit his/her office and be forever disbarred from holding any position in the service of the city.

Sec. 51. Annual Budget Contents; Publication.

Not later than thirty days before the end of the city's fiscal year, the city manager shall submit to the council an estimate of the expenditures and revenues of the city departments for the ensuing year. This estimate shall be compiled from detailed information obtained from the several departments on uniform blanks to be furnished by the manager. (4-6-1971; 3-4-2003)

Sufficient copies of such estimate shall be prepared and submitted that there may be copies on file in the office of the council for inspection by the public, unless the council shall publish the same in a newspaper.

After duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted. At any meeting after the adoption of the budget, the council, by a vote of three (3) members, may amend or supplement so as to authorize the transfer of unused balances for one purpose to another purpose or to appropriate available revenues not included in the budget. (3-4-2003)

Amendment note _ On April 6, 1971, the first paragraph of § 51, was amended by deleting the second sentence relating to classification of the estimated expenditures.

Sec. 51A. General Reserve Fund; Purposes.

Repealed April 6, 1971.

Sec. 52. Uniform Accounts And Reports.

Repealed April 6, 1971.

Sec. 53. Written Investment Policy.

The city manager shall recommend and the city council by resolution shall adopt a policy to govern the investment of all city monies, which policy shall be consistent with applicable state law and shall, at a minimum, provide for the investment of all monies in such a manner as to assure the preservation and safety of principal and the integrity of record keeping; identify the types of allowable investments; and provide for the safekeeping of securities. (3-4-2003)

Sec. 54. Applicability Of General Laws.

All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this charter or the ordinance of the city hereafter enacted shall be applicable to the city. The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against general laws of the state.

Sec. 55. Repealed April 2, 1963.

Sec. 56. Public Library.
The free public library of the city of Porterville shall be established, conducted, carried on, managed and operated in accordance with rules, regulations and ordinances passed and adopted by the council of the city of Porterville. (4-7-1959)

Sec. 57. Park Commission; Composition; Term; Powers And Duties; Authority To Accept Donations, Legacies Or Bequests.

Repealed April 6, 1971.

Sec. 58. Pensions.

The council shall have and is hereby granted full power and authority to establish, regulate, maintain, revise and amend, a retirement, disability, death benefit and pension system, or either or any of them, for its elective and appointive officers and employees of the city of Porterville and their dependents. Authority and power is hereby vested in the city of Porterville, its council, its officers, agents and employees to do and perform any act or exercise any authority granted, permitted or required whereby the city of Porterville may fully participate in a retirement, disability, death benefit and pension system for its employees.

A system for retirement, disability, death benefit and pension rights for employees and their dependents authorized by this section when established by the council, shall not be terminated without securing the approval of a majority of the electors of the city of Porterville at an election held therefor. (4-6-1971)

The city shall levy and collect taxes sufficient to pay all costs and expenses required to be paid by the city of Porterville to enable the city of Porterville to participate in any such retirement, disability, death benefit or pension system established, set up or maintained by, for or on behalf of the city of Porterville and the limitations of section forty-three of the charter of the city of Porterville, with respect to levying and collecting of municipal taxes, shall not apply to any tax authorized by this article. (4-9-1951; 4-10-1961)

Amendment note _ The second paragraph of § 58 was amended April 6, 1971, by eliminating the former first sentence pertaining to employees of the Porterville public library.

Sec. 59. Employment Of Certified Public Accountant To Audit City Books.

The city council shall employ a certified public accountant annually to investigate the accounts and transactions of all city officers and employees having the collection, custody or distribution of public money or property, or the power to approve, allow or audit demands on the city treasury. (2-5-1935; 4-2-1963; 4-6-1971)

Amendment note _ On April 6, 1971, § 59 was amended by the addition of the word "council" following the second word of the section.

Sec. 60. Financial Interests Prohibited.

City officers and employees are prohibited from having a financial interest in any contract, sales or purchases in accordance with applicable state law. (3-4-2003)

Sec. 61. Competitive Bidding For Contract Work For Erection, Improvement And Repair Of Public Buildings, Etc., Where The Amount Is In Excess Of Five Thousand Dollars.

When a required expenditure exceeds five thousand dollars, it shall be contracted for and let to the lowest responsible bidder after notice. (4-6-1971)

As used in this section public project means a project for the erection, improvement and repair of public buildings and works; work in or about streams, embankments, or other work for protection against overflow; street sewer work except maintenance or repair; furnishing supplies or materials for any such project, including maintenance or repair of streets, sewers or water lines.

The council may reject any or all bids presented and may, at its discretion, readvertise for other bids, or, the council may, after rejecting bids, determine and declare by a four-fifths (4/5) vote of all of its members that the work in

question may be more economically or satisfactorily performed by day labor, or the labor or materials purchased at a lower price in the open market and after the adoption of a resolution to this effect it may proceed to have the same done in the manner stated without further observance of the foregoing provisions of this section.

The notice inviting sealed bids shall set a date for the opening of bids; the first publication shall be at least ten (10) days before the date of the opening of the bids; shall be published at least twice not less than five (5) days apart in the official newspaper selected by the council.

In case of a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster, the council may, by resolution passed by a vote of four-fifths (4/5) of its members, determine and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health, or property, and thereupon they may proceed without advertising for bids or receiving the same, to expend, or enter into a contract involving the expenditure of any money required in such emergency, on hand in the city treasury and available for such purpose. (4-10-1961)

Amendment note _ The first paragraph of § 61 was amended April 6, 1971 by increasing the amount from $2,500.00 to $5,000.00.

Sec. 62. Public Improvements.

The improvement widening and opening of streets, the planting, care, and maintenance of trees, and the making of any other public improvement may be done and assessments therefor may be levied in conformity with and under the authority conferred by general laws; provided, however, that the council may by ordinance adopt a procedure for the improvement and repair of streets, alleys or other public places, the laying of pipes, or conduits or for the planting, care or maintenance of trees, or for the removal of dirt, rubbish, weeds and other rank growth and materials which may injure or endanger neighboring property or the health or the welfare of inhabitants of the vicinity, from buildings, lots and grounds and the sidewalks opposite thereto and for making and enforcing assessments against property benefitted or affected thereby, or from which such removal is made, for the cost of such improvements or removal and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and municipal taxes, but no such ordinance shall prevent the council from proceeding under general laws for said purposes.

Sec. 63. Franchises; Limitation On Renewals.

Every franchise or privilege to construct, maintain, or operate, any means or method of transportation in or over any street, lane, alley or other public place within the city or to lay pipes or conduits, or erect poles or wires or other structures in or across any such public way or place, for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter owned by the city, shall be granted under and in pursuance of the general franchises; provided, no new franchise or the renewal of any existing franchises shall be granted except upon the condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property with others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions in granting the same not inconsistent with the constitution and general laws. No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated, without the express consent of the council given by ordinance and subject to referendum.

Sec. 64. When Franchise Required.

No person, firm, or corporation shall exercise any franchise or privilege, except to the extent he or it may be entitled to do so by the constitution of the state, or of the United States, in, upon, under, over, or along any street, public way, or public place in the city without having first obtained a grant therefor as provided in this charter and by general law.

Sec. 65. Newspaper Advertising And Printing.
The council shall advertise annually for the submission of sealed proposals or bids from newspapers of general circulation in the city, for the publication of all ordinances and other legal notices required to be published. The newspaper to whom such contract is awarded shall be known and designated as the official newspaper. The rates for publishing public notices shall not exceed the customary rates charged for publishing legal notices of a private character. (3-4-2003)

Contracts for legal advertising shall be awarded to the lowest responsible bidder, provided no contract for legal advertising shall be awarded to any newspaper except a daily newspaper of general circulation, as defined by the Government Code. (4-6-1971)

Amendment note. The first paragraph of § 65 was amended April 6, 1971 by inserting the word "legal" before the word, "advertising"; by substituting "Government Code" in lieu of "Section 4460, of the Political Code." The former third paragraph reading, "Required printed office supplies may be purchased either through bids and contract, or by purchase in the open market," was repealed April 6, 1971.

Sec. 66. Public Records; Delivery And Safekeeping Of Documents.

The public shall have access to public records kept and maintained by the city in accordance with the law. (3-4-2003)

Sec. 67. Interference With Performance Of Duties Of City Manager; Interference By City Manager In Elections.

No member of the council shall in any manner attempt to influence or coerce the city manager in the making of any appointment or the purchase of supplies in accordance with applicable state and federal law. (3-4-2003)

The council shall deal with the administrative functions of the city through the city manager. The council shall only have direct contact with the directors of the city's departments for the purpose of asking questions. (3-4-2003)

Political activities of and campaign contributions by the city's legislative officers, administrative officers, and employees shall be governed in accordance with applicable state and federal law. All legislative and administrative officers and all city employees are prohibited from engaging in political activities during working hours. City officers and employees are prohibited from engaging in political activities at their work place. Furthermore, city officers and employees are prohibited from engaging in political activities on city property, provided this prohibition does not pertain to property that is otherwise open to the public for the purpose of engaging in political activities. (3-4-2003)

Sec. 68. Leases Of City Property.

In every lease of city property the basic amount of rental shall be fixed by the council.

All indentures of lease shall provide that the council may terminate the same at its pleasure and repossess the premises herein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee.

In the event of their failure to agree upon the market value of the improvements within thirty days from and after their appointment, said two appraisers may appoint a third appraiser as a member of said board, and the determination of the majority of said board of appraisers, as to the market value of the improvements, shall be final and conclusive and binding on all concerned. Should the two appraisers appointed by the council and the lessee respectively, fail for forty days from and after their appointment to agree upon the market value of the improvements or to appoint a third appraiser, then upon the petition in writing of either party to any such lease, a judge of the superior court of Tulare County is hereby empowered to appoint the third appraiser upon such board; provided, however, that the council shall not terminate any such lease or repossess any such premises except for a public use and purpose; provided, further, that no lease of city property shall be made for a maximum term of more than fifty years. (4-2-1963; 4-6-1971)
Amendment note. The second paragraph of § 68 was amended April 6, 1971, by substituting "maximum term" in lieu of "term" in the last proviso clause.

Sec. 69. Inventory Of City Property.

At the time for preparing and submitting the budget, as prescribed by this charter, a complete inventory of all personal property belonging to the city shall be prepared and filed with the city clerk, and such inventory shall be submitted to the council by the city manager at the time of the submission of the annual budget. Such inventory shall be prepared under the direction of the city manager, and all chief officials and department heads of the city shall be responsible for making and transmitting to the city manager a full and correct inventory of all city personal property in their possession or under their control.

Sec. 70. Equipment.

Repealed April 6, 1971.

Sec. 71. Zoning Authorized.

The council of the city of Porterville shall have the power to establish such zoning systems within the city as may in its judgment be most beneficial, and in such zoning systems may prohibit the erection or maintenance of any class or classes of buildings within certain areas, and may classify, and reclassify the zones established. The council may also prescribe the character of materials and methods of construction of buildings erected within any zone area, and may establish setback lines as it may consider necessary and proper. (4-6-1971)

Sec. 72. Suspension Of Employees From Office And Fines.

Repealed March 8, 1983.

Sec. 73. Natural Or Other Disasters.

The city shall have in place a disaster plan, consistent with county, state and federal policies, to be implemented in the event of an emergency or disaster.
PORTERVILLE CITY CHARTER
HISTORY

July 31, 1926  Original Charter Filed
1935        Amendments made
1949        Amendments made
1951        Amendments made
1961        Amendments made
1963        Extensive Amendments made
1971        Extensive Amendments made
1977        Amendments made
1983        Amendments made
1969        11 member Charter Revision Committee appointed for comprehensive review
1969        Comprehensive Charter update
2002        15 member Charter Review Committee appointed for comprehensive review
2003        Comprehensive Charter update
2008        Amendment made to designate “In God We Trust” as official City motto
<table>
<thead>
<tr>
<th>DATE</th>
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<tr>
<td>June 18, 2013</td>
<td>City Council establishes a Charter Review Committee and defines charge, scope, composition and method of appointment; and approves proposed timeline.</td>
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<tr>
<td>July 16, 2013</td>
<td>City Council affirms Committee composition, charge and scope; and appoints Committee Members</td>
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<tr>
<td>July 17, 2013 through Nov. 19, 2013</td>
<td>Committee meets and undertakes comprehensive review of Charter Council and prepares recommendations</td>
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<tr>
<td>Nov. 19, 2013</td>
<td>Committee submits written recommendation to City Manager for presentation to City Council at a Special Meeting on November 25, 2013.</td>
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<tr>
<td>Nov. 25, 2013</td>
<td>City Council holds Special Meeting for review and consideration of Charter Review Committee recommendations.</td>
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<tr>
<td>Dec. 3, 2013 through Dec. 17, 2013</td>
<td>City Council makes determination and refers to staff to draft ballot measure language.</td>
</tr>
<tr>
<td>Jan. 21, 2014</td>
<td>Council adopts resolution for Calling Election for Ballot Measure</td>
</tr>
<tr>
<td>March 7, 2014</td>
<td>Last Day to Call Election for Ballot Measure (<em>Election minus 88 days</em>) <em>(Last two City Council Meetings prior to this date are 2/18/14 and 3/4/14)</em></td>
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<tr>
<td>June 3, 2014</td>
<td>Election Day</td>
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SUBJECT: DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2013 ANNUAL CONFERENCE

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: The League of California Cities’ Annual Conference is scheduled to take place September 18 – 20, 2013 in Sacramento. In addition to the training programs offered, an important aspect of the League’s conference is the Annual Business Meeting, during which the membership considers and takes action on resolutions that establish official League policy. This year, the Business Meeting is scheduled for Friday, September 20th at 12:00 p.m.

In order to vote at this meeting, the City Council must designate a voting delegate. In the event the voting delegate is unable to serve in that capacity, the League’s Bylaws also allow for the designation of up to two alternates.

The estimated cost for attendance per Council Member is approximately $1,800. This cost includes conference registration and materials, accommodations, mileage and meals. Funding is currently available in the Council's travel budget.

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

ATTACHMENTS: Annual Conference Voting Procedures
Voting Delegate/Alternate Form

Item No. 25
Annual Conference Voting Procedures
2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city’s voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city’s voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city’s vote, a city official must have in his or her possession the city’s voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.
2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: __________________________
Title: __________________________

2. VOTING DELEGATE - ALTERNATE

Name: __________________________
Title: __________________________

3. VOTING DELEGATE - ALTERNATE

Name: __________________________
Title: __________________________

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: __________________________ E-mail __________________________

Mayor or City Clerk __________________________ Phone: __________________________
(circle one) (signature)

Date: __________________________

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247
SUBJECT: CONSIDERATION OF CANCELLING JULY 2, 2013 CITY COUNCIL MEETING

SOURCE: ADMINISTRATION

COMMENT: It has come to staff's attention that at least one Council Member, as well as some City staff, are scheduled to be out of town on vacation during the first week of July. In light of potential absences from the July 2nd Council meeting and the meeting date's close proximity to the July 4th holiday, staff presents this item to determine if there is interest in cancelling the July 2, 2013 City Council Meeting.

RECOMMENDATION: That the Council provide direction to staff.