

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 18, 2014, 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.
 - 2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007 and 261-122-008. Agency Negotiators: John Lollis and Brad Dunlap. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.

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.
 - 2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 8.20 miles/line of railroad between Strathmore, CA milepost 268.60 and Porterville, CA milepost 276.80 in Tulare County. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Union Pacific Railroad. Under Negotiation: Terms and Price.
 - 3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: City of Porterville Water Rights. Agency Negotiator: John Lollis. Negotiating Parties: City of

Porterville and Allan Lombardi. Under Negotiation: Terms and Price.

4 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.

5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Witbro, Inc. dba Seal Rite Paving & Grading v. JT2, Inc. dba Todd Companies, City of Porterville and Fidelity and Deposit Company of Maryland, Tulare County Superior Court Case No. 255158.

6 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three cases. Two cases with facts not yet known to potential plaintiffs; and one case concerning a letter dated February 28, 2014 from the State of California regarding state funding restrictions for charter cities regarding payment of prevailing wage pursuant to Senate Bill 7.

6:30 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Shelton
Invocation

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 Commission (LAFCO)
2. Tulare County Association of Governments (TCAG)

REPORTS

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

- I. City Commission and Committee Meetings:
 1. Parks & Leisure Services Commission
 2. Library & Literacy Commission
 3. Arts Commission
 4. Youth Commission
 5. Transactions and Use Tax Oversight Committee (TUTOC)

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. All items removed from the Consent Calendar for further

discussion will be heard at the end of Scheduled Matters.

- 1. Purchase of Specialized Equipment**
Re: Considering authorization to purchase by negotiation a Dissolved Air Flootation Thickener Unit for the Wastewater Treatment Facility.
- 2. Acceptance of the State Route 190 Project Initiation Document (PID) and Commencement to Project Approval & Environmental Document (PA&ED) Stage For Near Term Projects**
Re: Considering acceptance of SR190 PID, and considering approval of Cooperative Agreement with Caltrans, Measure R Supplement to Cooperative Agreement, and draft resolution to commence PA&ED stage for near term projects.
- 3. Approval of Amendment No. 5 to Joint Powers Agreement Between the City of Porterville and Tulare County Health and Human Services Agency**
Re: Considering approval of Amendment No. 5 to the Agreement extending the original agreement for the establishment of a Household Hazardous Waste (HHW) Collection Facility in Porterville for a period of one year.
- 4. Long-Term Work Plan for the Arts Commission**
Re: Considering approval of the proposed Long-Term Work Plan as presented by the Arts Commission.
- 5. Approval of City Concession Licenses**
Re: Considering approval of concession licenses with American Youth Soccer Organization, Porterville Youth Soccer League, and South Valley Chivas Academy for the spring 2014 license at the Sports Complex, fall 2014 license at the Sports Complex, and spring 2014 Hayes Field license, respectively.
- 6. A Resolution Approving the Application for State Off-Highway Vehicle Grant Funds**
Re: Considering adoption of a resolution approving the application for State OHV Grant Funds for Ground Operations activities.
- 7. Request for Proclamation – Iris Festival Day**
Re: Considering approval of a request to proclaim April 25, 2014 as Iris Festival Day.
- 8. Request for Proclamation – National Library Week**
Re: Considering approval of a request to proclaim April 13-19, 2014, as National Library Week.
- 9. Request for Proclamation – National Volunteer Week**
Re: Considering approval of a request to proclaim April 13-19, 2014, as National Volunteer Week.
- 10. Request for Proclamation and Promotional Display in Public Right-Of-Way – Child Abuse Prevention Month**
Re: Considering approval of a request to proclaim April 2014 as Child Abuse Prevention Month; and authorizing the non-advertising displays commemorating the Child Abuse Awareness month subject to the recommended conditions of approval.

11. **Approval for Community Civic Event – Porterville Chamber of Commerce – Iris Festival – April 26, 2014**
Re: Considering approval of the event to take place on Saturday, April 26, 2014, from 9:00 a.m. to 5:00 p.m. on downtown Main Street from Morton Avenue to Olive Avenue.
12. **Approval for Community Civic Event – Porterville Chamber of Commerce and Enspirit, Inc. – Festival of Colors 5K Run – April 26, 2014**
Re: Considering approval of an event to take place on Saturday, April 26, 2014, from 6:00 a.m. to 11:00 a.m., starting on Main Street and ending at the Heritage Center.
13. **Approval for Community Civic Event – Boys and Girls Club of Porterville – Parents Against Bullying Rally – Performing Arts Festival – April 12, 2014**
Re: Considering approval of an event to take place on Saturday, April 12, 2014, from 11:00 a.m. to 4:00 p.m. at Centennial Park.
14. **Review of Local Emergency Status – December 26, 2013**
Re: Reviewing status of local emergency that was declared following a significant fire event at 14 N. Main Street on December 26, 2013.
15. **Review of Local Emergency Status – December 21, 2010**
Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8630 of the California Emergency Services Act.
16. **Council Member Requested Agenda Item – Request for the City Council to Consider the Development of a Swimming Pool Draining Permit**
Re: Considering approval of a request to add an item regarding the development of a swimming pool draining permit to the April 1, 2014, City Council agenda.

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

SCHEDULED MATTERS

17. **CEQA Mitigation Ballfield Lighting Options**
Re: Consideration of options regarding an existing balance in the CEQA mitigation ballfield lighting account, and Sports Complex softball diamond amenities.
18. **Scheduling of City Council Study Sessions on “Water” for Tuesday, April 8, 2014, and Tuesday, April 22, 2014**
Re: Considering approval to schedule City Council Study Sessions on Tuesday, April 8th, and Tuesday, April 22nd, at 5:30 p.m.; and consideration of a Study Session on the evening of Monday, March 24, 2014.
19. **Medical Marijuana – Draft – Sample Provisions Concerning Cultivation and Dispensaries; Request for Further Direction**
Re: Consideration of options regarding medical marijuana cultivation and dispensaries.

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 April 1, 2014.

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: PURCHASE OF SPECIALIZED EQUIPMENT

SOURCE: Finance Department/Purchasing Division

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

<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
WWTF	Daft Chain, Drive, Flight Repl.	\$170,000

The Dissolved Air Floatation Thickener (DAF) Unit thickens the activated sludge in the secondary process. Thickening is accomplished by injecting fine air bubbles into the sludge which attach to the sludge particles and causes them to float to the surface. The sludge is collected by skimming the surface and pumped to the digesters. The digesters stabilize the organic matter in the sludge resulting in digester gas production.

Funds for the purchase of this equipment are available in the Wastewater Treatment Facility Capital Reserve.

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

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Dir BSL Appropriated/Funded AMP CM f

Item No. 1

CITY COUNCIL AGENDA: MARCH 18, 2014

SUBJECT: ACCEPTANCE OF THE STATE ROUTE 190 PROJECT INITIATION DOCUMENT (PID) AND COMMENCEMENT TO PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) STAGE FOR NEAR TERM PROJECTS

SOURCE: PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION & COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

Background:

The City of Porterville updated its General Plan in 2008 establishing policies and implementation strategies to guide the City's growth over the next twenty plus years. A major component of the General Plan is establishing a comprehensive circulation network throughout the City and surrounding County areas. The Circulation Element of the General Plan responds to the requirements of Government Code §65302 (b), which requires the identification of the "location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, all correlated with the land use element of the plan."

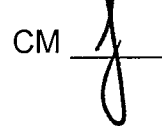
The preparation of the Circulation Element in concert with the Land Use Element forms the roadmap for growth of the community. The vision for the growth of Porterville was cast into the plan through a significant public participation process and is being implemented with each development and public works project constructed in the city. State Routes 65 and 190, within the Porterville area, are regional connectors linking Porterville with the surrounding areas of the County and other communities. This study focuses on the future improvements to the SR 190 corridor.

State Route 190 is the major east-west transportation corridor in Porterville. Extending from State Route 99 near Tipton at its westerly terminus to Quaking Aspen Camp near Ponderosa, State Route 190 provides Tulare County a regional transportation corridor. The regional connectivity of State Route 190 intersects with facilities to extend Porterville's reach for importing and exporting goods beyond the region, throughout California, and beyond.

The importance of State Route 190 to the economic future and growth of Porterville cannot be overstated. Employment opportunities associated with agricultural exports and ease of access to other elements of the state highway system generate significant annual tax revenues and create jobs for the City. Tourism drawn to the Sequoia National Forest includes visitors to the Eagle Mountain Casino on the Tule River Indian Reservation, and is an additional benefit to the local economy.

Dir  Appropriated/Funded

 CM



Item No. 2

SR 190 Corridor Study

California Department of Transportation (Caltrans) has recently completed the SR 190 Corridor Study and the City Council, in concept, approved the Study. Caltrans reviewed the current function of SR 190 and considered different alternatives to accommodate the growth projected in the City's General Plan. The General Plan anticipated a series of improvements to SR 190, including new interchanges at Westwood Street, Hillcrest Street, and Road 284 (Reservation Road), and improvements to the interchange at Main Street. Grade separations considered in the General Plan were at Newcomb Street, Plano Street, and Indiana Street. A series of modeling efforts have resulted in projected needs for immediate improvements, interim improvements, and ultimate designs that would function through the term of the General Plan.

As a result of Caltrans' efforts, it was determined that the existing and projected traffic volumes are less than envisioned initially by the adopted Circulation Element of the General Plan. With this determination, Caltrans provided information based on a three (3) tiered approach. The tiered approach allows flexibility in implementing corridor improvements from the near future to ultimate designation. A brief description of the tiered concept follows:

1. Near Term Projects - Improvements along SR 190 that need immediate attention and planning.
2. Interim Projects - Improvements along SR 190 that will experience failures during the life of the General Plan (2030).
3. Ultimate Projects - Those projects defined by the General Plan that will effectively serve the City well beyond the current 2030 General Plan horizon.

The concept was presented at the December 12, 2012, City Council Study Session and later for approval by the Council on August 6, 2013. Caltrans has completed the corridor study and a copy of the document is attached for Council's review. The attached study, in concept, is substantially the same as presented to City Council during the Study Session. Staff is seeking Council's acceptance of the document and permission to "lock-in" funding sources for the necessary projects. The necessary projects defined as **Near Term Projects** in the corridor study are as follows:

Location	Project Description
Westwood/SR 190 Intersection	Construct temporary improvements to improve access at this intersection. These improvements may entail a widened intersection controlled by a traffic signal or a roundabout.
Westbound Auxiliary Lane from Jaye Street to SR 65	Extend the existing outside lane for westbound SR 190 from Jaye Street to SR 65 northbound ramp.

Plano/SR 190 Intersection	Construct 4 lanes on Plano Street with dual left turn and dedicated right turn lanes on all approaches with new traffic signals.
Main/SR 190 Intersection	Signalize the Ramp Terminals at Main Street, construct dedicated left and right turn lanes for the eastbound off ramp.

In light of the recent passage of Amendment No. 3 to the 2006 ½ cent Transportation "Measure R" Expenditure Plan, staff has had several conversations with Caltrans and TCAG regarding the next step in the process. TCAG is requesting that City Council accept the State Route Corridor Study and authorize TCAG to program the listed **Near Term Projects** in the upcoming State Transportation Improvement Program (STIP). In order to accomplish this, Caltrans had to prepare a Project Initiation Document (PID). This document is now complete and staff has found the document to be sound.

Project Initiation Document (PID)

A PID is a streamlined process using the Project Study Report-Project Development Support (PSR-PDS) as the baseline PID. The relatively new process will expedite the funding of projects through Project Approval and Environmental Document (PA&ED). It is also a necessary step in securing State and/or Measure R Regional funds. An approved PID is a requirement for any major work on the State Highway System (SHS) regardless of how it is funded.

The completed PID is attached for Council's review. Caltrans has performed additional traffic analyses at each "Near Term" project location, which is common when preparing a PID. As previously stated, this document is the baseline document which allows for a smooth transition into PA&ED. A few modifications have come forth as part of the PID process. Project locations remain the same, but the following improvements are now being proposed:

- **Plano/SR 190 Intersection:** Review the feasibility of a roundabout via the Intersection Control Evaluation (ICE) guidelines. *Initially it was felt the traffic volumes at this intersection would make a roundabout infeasible. However, the PID is now suggesting that a Traffic Signal may not be the best solution. An Intersection Control Evaluation (ICE) will voice the pros and cons between a Traffic Signal vs. a Roundabout at this intersection and will reveal the best option.*
- **Main/SR 190 Intersection:** Signalized ramp terminals are being removed from the scope of work and replaced with the improvements necessary to widen the off-ramp to accommodate a designated right-turn lane onto northbound Main Street. *This is a direct result of additional review and analysis at both ramp terminals, which determined the Main Street traffic*

volumes do not support traffic signals as defined in the SR 190 Corridor Study.

The project costs were also reviewed again as part of the PID preparation. The following is an estimate of the "Near Term" projects as they are now defined:

Locations	Capital Outlay Project Estimate
Westwood/SR 190 Intersection	\$5,230,000 - \$6,400,000
Westbound Auxiliary Lane from Jaye Street to SR 65	\$760,000 - \$925,000
Plano/SR 190 Intersection	\$7,040,000 - \$9,200,000
Main/SR 190 Intersection	\$715,000 - \$870,000
Total	\$13,745,000 - \$17,395,000

Caltrans is now seeking concurrence with the City of Porterville to move into the PA&ED phase. Staff concurs with the PID results and all of the projects are considered low to moderate risk from an environmental processing standpoint.

Caltrans is now asking the City to execute the PID document by signature of the City Engineer and the execution of a Cooperative Agreement between Caltrans and the City authorizing Caltrans to proceed with the preparation of the PA&ED. A draft agreement is attached for Council's review. The cost to prepare the document is borne solely by the City and the fee is anticipated to be \$680,000. TCAG has partnered with the City on all efforts associated with the SR 190 Corridor Study and the PID and have agreed to fund the PA&ED with Measure R Regional Funds.

RECOMMENDATION: That the City Council:

1. Accept Caltrans' State Route 190 PID;
2. Authorize the City Engineer to sign the State Route 190 PID;
3. Approve moving towards the Project Approval-Environmental Document (PA&ED) phase of the identified Near Term Projects;
4. Approve entering into Cooperative Agreement or Agreements with Caltrans for the preparation of Project Approval-Environmental Document (PA&ED);
5. Authorize the Mayor and City Manager to execute the Cooperative Agreement with Caltrans; and
6. Authorize the Mayor and City Manager to execute the attached Resolution and Measure R Supplemental Agreement and Cooperative Agreement for the purpose of financing the PA&ED at an estimated cost of \$680,000.

ATTACHMENTS:

Draft Final PID document
Sample PA&ED Cooperative Agreement
Measure R Program Supplement to Cooperative
Agreement
Measure R Resolution

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**Project Study Report-Project Development Support
(PSR-PDS)**

To

**Request approval of a locally funded project to proceed
to the Project Approval and Environmental Document
Phase**

On Route 190 in Tulare County

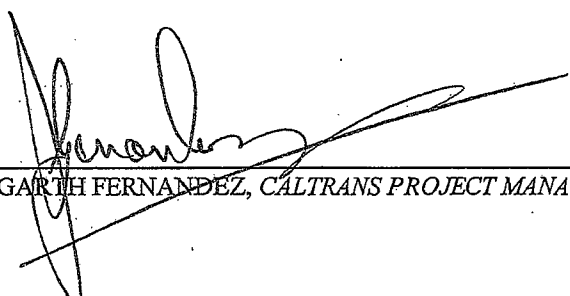
Between 0.3 miles west of Westwood Road

And 0.3 miles east of Plano Street

APPROVAL RECOMMENDED:

MICHAEL REED, *PROJECT SPONSOR, Accepts
Risks Identified in this PSR-PDS and Attached Risk Register*

APPROVAL RECOMMENDED:



GARTH FERNANDEZ, *CALTRANS PROJECT MANAGER*

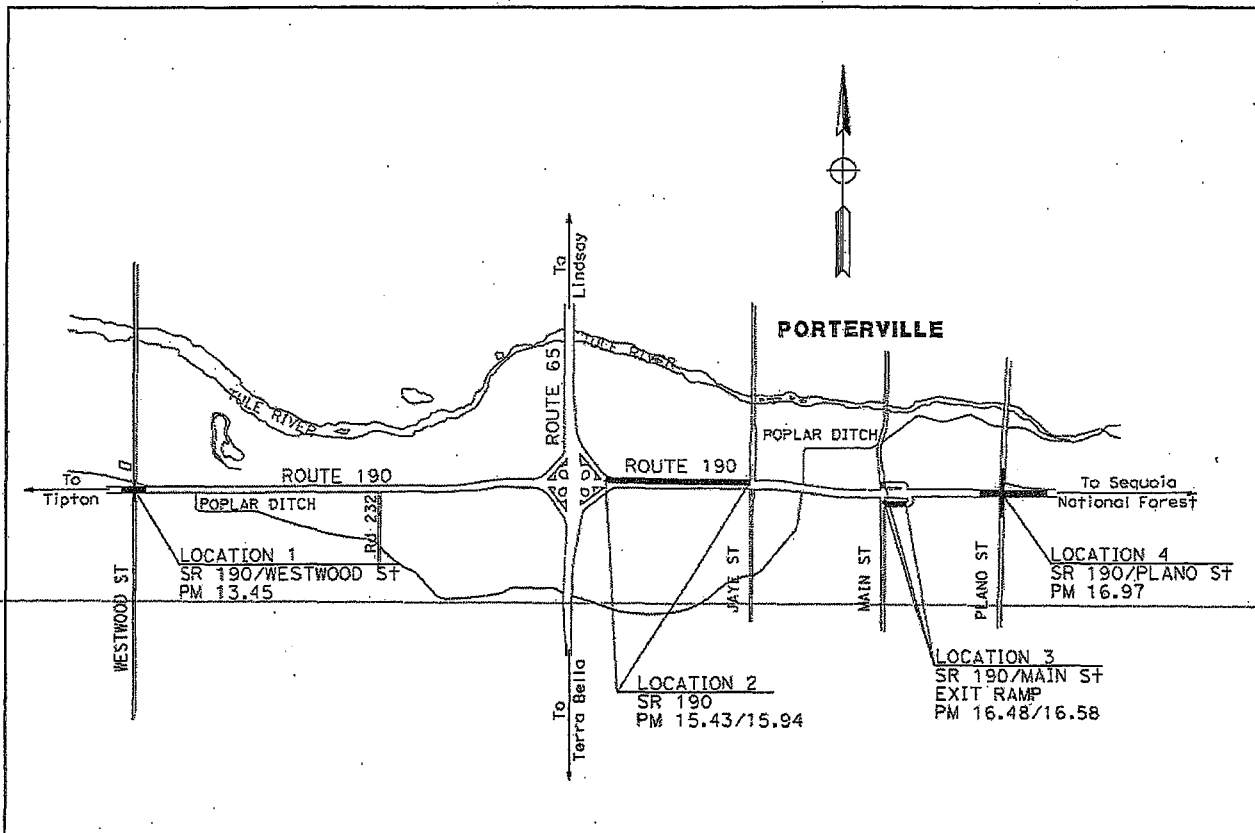
APPROVED:

SHARRI BENDER EHLERT,
DISTRICT DIRECTOR

DATE

PROJECT SCOPE AND TECHNICAL DATA ARE VALID THROUGH: _____

Vicinity Map



This project study report-project development support has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.



REGISTERED CIVIL ENGINEER

01/24/2013

DATE

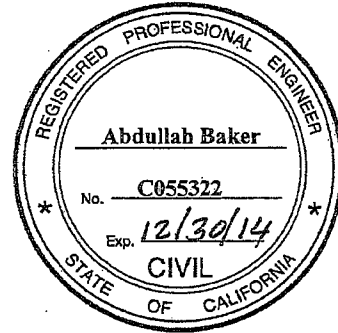


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1. INTRODUCTION

California Department of Transportation (DOT) developed the State Route (SR) 190 Traffic engineering feasibility study for the 190 corridor between Westwood Street and Hillcrest Street in August 2013. The study identified future transportation needs and practical solutions associated with the projects increasing traffic volumes in the City of Porterville. This Project proposes to address near term operational improvements along the corridor at the following four locations:

1. Construct a roundabout at Westwood Street/SR 190 intersection to mitigate local development impacts in west Porterville.
2. Extend the existing number 3 lane on westbound SR 190 from Jaye Street to the northbound SR 65 on-ramp by adding 1700 feet of travel way and shoulder.
3. Construct a right-turn lane on the eastbound SR 190 off-ramp onto Main Street, and insure that the handicap ramps are ADA compliant.
4. Construct 4 lanes on Plano Street/SR 190 intersection with dual-left and dedicated right-turn lanes on all approaches, and Reconstruct the existing intersection signalization system. Alternatively, a roundabout will be considered consistent with the Intersection Control Evaluation (ICE) guidelines.

A Build alternative would be programmed in the 18/19 FY using local measure funds.

Project Limits	06-Tulare-190-PM 13.1/17.3
Number of Alternatives	1
Current Capital Outlay Support Estimate for PA&ED	\$680,000
Current Capital Outlay Construction Cost Range	SR190/Westwood St: \$5,230,000-\$6,400,000 SR 190: Jaye Street to SR 65: \$760,000-\$925,000 East bound (EB) and West bound (WB) SR 190 Main Street off-ramp: \$715,000-\$870,000 SR 190 and Plano St. signalized intersection/roundabout: \$7,040,000-\$9,200,000
Current Capital Outlay Right-of-Way Cost Range	SR190/Westwood St: \$430,000-\$537,000 SR 190: Jaye Street to SR 65: \$10,000-\$13,000 East bound (EB) and West bound (WB) SR 190 Main Street off-ramp: \$10,000-\$13,000 SR 190 and Plano St. signalized intersection/roundabout: \$250,000-\$700,000
Funding Source	Local, Reimbursed
Type of Facility	2-lane conventional highway, and 4-lane

	expressway.
Number of Structures	None.
Anticipated Environmental Determination or Document	Negative Declaration (ND)
Legal Description	On Route 190, in Tulare County, From 0.3 miles west of Westwood Road to 0.3 miles east of Plano Street.
Project Development Category	3

2. BACKGROUND

SR 190 between SR 99 and SR 65 is a 2-lane conventional highway. At-grade intersections are located at approximately 1-mile on center. Beginning at Westwood Street (PM 13.45), which is near the western planning boundary for the City of Porterville, the roadbed includes 12-foot lanes with 8-foot outside shoulders. Land use between Westwood Street and Prospect Street (PM 14.96) is principally rural farmland with some rural residential abutting the highway. The SR 190/SR 65 freeway-to-freeway interchange (PM 15.21) is a full cloverleaf. From this location to the east, SR 190 is a divided 4-lane expressway with a 22-foot unpaved median, 12-foot lanes, 8-foot outside shoulders and inside shoulders that vary from 1 to 5 feet, through Blue Heron Parkway (PM 18.45). There is a partial interchange at Main Street (PM 16.45). The Jaye Street and SR 190 location includes commercial/retail/industrial (Riverwalk Market Place Shopping Center, the Walmart Distribution Center, Beckman Industry), and medium- and low-density residential housing. The Porterville College and Porterville Development Center are located south of SR 190, on Main Street and Blue Heron Parkway, respectively.

As reported by the California Demographic research unit, the City of Porterville is the third largest City in Tulare County and has grown at approximately four percent per year between 1960 and 1990. The urban area of Porterville has approximately 54,000 people within the City and another 6,800 people in East Porterville, a county island. Growth in the City could be expected at not less than 2.5 to 3 percent, resulting in a 2035 population of 100,000 to 113,000 people, respectively. The Tulare County Association of Governments (TCAG) travel demand model was used to forecast future traffic volumes to the 2035 horizon year. Near term operational improvement projects were developed to accommodate growth.

The City of Porterville has reviewed and approved the findings of the SR 190 Corridor Study and the scope of this project.

Travel patterns on the route reflect the diverse character of the community – from commercial, industrial and agricultural trucking to recreational travelers accessing Lake Success, the Sierra Nevada Mountains, and to mineral resources like Porterville Rock. In the City of Porterville, commuter pattern is in large part between north Porterville and East Porterville traveling through the SR 190/SR 65 freeway-to-

freeway interchange. Development in west Porterville is expected to increase traffic at Westwood and west of SR 65.

3. PURPOSE AND NEED

The purpose is to provide channelization, eliminate merge movements and allow pedestrian movements at the intersections and varies by location:

Location 1: SR 190 and Westwood Street

Purpose: To improve intersection operations at SR 190 and Westwood Street.

Need: To mitigate excessive delays and queuing that would result from growth in west Porterville.

Location 2: SR 190: Jaye Street to SR 65

Purpose: To eliminate the merge movements associated with the westbound lane drop west of Jaye Street and subsequent diverge movement to northbound SR 65 off-ramp by extending the existing number three lane from Jaye Street to the SR 65 departure point.

Need: To improve route continuity between the number three lane on westbound SR 190 at Jaye Street through the northbound departure point to SR 65.

Location 3: EB and WB SR 190 Main Street off-ramp

Purpose: To separate the right-turn movement from the left-turn movement by adding right-turn channelization. Handicap access ramps and sidewalk will be provided where needed to meet ADA requirements within the interchange.

Need: To mitigate increasing delay and reduce queue back up due to a lack of gap acceptance on Main Street with increasing traffic volumes.

Location 4: SR 190 and Plano Street intersection

Purpose: To improve operations in the intersection and on the approaches, and to provide for pedestrian movements.

Need: To mitigate excessive delay and reduce queue back up that is occurring on some movements today but will occur on most movements in the future as development continues in the area.

4. TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT

Traffic engineering studies will be performed during the Project Approval Environmental Document (PA&ED) phase. This will include new turn counts, forecasted traffic for opening day and 10-years after opening day, intersection level of service and queuing analysis, signal warrant analysis, pedestrian accessibility analysis, and alternatives evaluation.

Under the Intersection Control Evaluation (ICE) guidelines, an early Step-One Access Strategy and Configuration Assessment/Screening was performed in December 2013. Based on the given planning level of traffic analysis it has been determined that roundabouts would meet the purpose and need of this project at Westwood Street and Plano Street.

The SR 190 Corridor Study used existing traffic counts and forecasted traffic to identify the deficiencies. Planning interviews with City Engineering staff and peak hour observations indicated the following:

1. SR 190 and Westwood Street:

The existing intersection is a 4-way stop controlled intersection. Excessive delay and queuing is expected to worsen on the westbound approach on SR 190 in the evening and on the southbound approach on Westwood in the morning. Converting the intersection to a roundabout should reduce the overall delay.

Existing and Future Levels Of Service For SR 190 and Westwood St Intersection Without Improvements (All-Way Stop Control)

YEAR	PEAK HOUR PERIOD	LOS	DELAY (sec/veh)
2012	AM	B	10.5
	PM	C	21.3
2015	AM	C	17.0
	PM	F	75.1
2020	AM	F	121.4
	PM	F	253.2

HCS All-Way Stop Control Analysis was used for this table.

2. SR 190: Jaye Street to SR 65:

Extension of the westbound auxiliary lane is needed to balance lane utilization coming from the Jaye Street intersection, to benefit the westbound SR 190 to northbound SR 65 traffic movement and eliminate the merge/diverge movements in the number three lane between Jaye Street and the SR 65 northbound connector movement.

3. EB and WB SR 190 Main Street off-ramp:

The eastbound off-ramp termini is a shared left and right turn lane. During peak periods of traffic on Main Street, vehicles turning left from the ramp to southbound Main Street can cause excessive delay. It is anticipated that the traffic volumes are not sufficient to warrant signalization. To minimize queuing and delay on the approach, a dedicated right turn lane will separate the two turning movements and minimize queuing and delay. Traffic Operations has determined there is no need for signalization.

4. SR 190 and Plano Street intersection:

The existing northbound approach experiences excessive queuing the morning. In the future, many more movements are expected to experience delay and queuing. Intersection improvements will provide an acceptable level of service for many years.

Existing and Future Levels of Service for SR 190 and Plano St Intersection Without Improvements (Signal Traffic Control)

YEAR	PEAK HOUR PERIOD	LOS	DELAY (sec/veh)
2008	AM	C	31.6
	PM	C	32.3
2015	AM	D	38.0
	PM	D	39.4
2020	AM	D	43.5
	PM	D	47.4
2025	AM	D	52.7
	PM	E	60.0
2030	AM	E	67.8
	PM	F	80.3
2035	AM	F	87.9
	PM	F	108.9

Synchro 6 was used for signal analysis.

5. DEFICIENCIES

The SR 190 Corridor Study included preliminary forecasting and traffic analysis. It is provided below as the basis of programming. During the PA&ED phase, the forecasting and operational analysis will be validated using updated counts and the soon-to-be-released Tulare COG regional travel model. The proposed improvements should provide not less than a 10-year design life.

1. SR 190 and Westwood Street:

Westwood Level of Service (LOS) is expected to reach LOS 'F' by the year 2015 as indicated in the table below. This would cause additional traffic congestion due to slower speeds, and cause long traffic backups at the intersection which is considered to be unacceptable for most drivers. As an early indication of this, right-turn movement occurs outside of the designated lane, on the right shoulder. Drivers have created in part a de facto right turn lane to experience less delay when they use the shoulder. This analysis indicates the 2015 LOS of F is caused in large part by this right-turn movement, and suggests the predicted 2015 LOS of F could be slightly premature as shown in the following table.

SR 190 and Westwood St. Intersection LOS Summary

YEAR	STOP CONTROL	SCENARIO	PEAK HOUR PERIOD	LOS	DELAY (sec/veh)
2015	All-Way Stop Control	Without Improvements	AM	B	14.7
			PM	F	59.7
2025	Roundabout		AM	B	
			PM	C	

Synchro 6 was used for all-way stop control analysis and SIDRA 5.1.1 for roundabout analysis.

2. SR 190: Jaye Street to SR 65:

The travel demand model indicates large peak hour traffic volumes due to commuter traffic traveling between the northern section of Porterville and East Porterville via SR 65 freeway to freeway interchange. Currently the outer lane (lane 3) on SR 190 drops out and merges into two lanes west of Jaye Street which leads to conflict with traffic diverging right onto the northbound SR 65 on-ramp.

3. EB and WB SR 190 Main Street off-ramp:

Direct and indirect traffic delays impact Porterville College and the downtown community due to left-turn and right-turn movement onto Main Street. To minimize queuing and delay on the approach, a dedicated right-turn lane will separate the two turning movements.

4. SR 190 and Plano Street intersection:

Over time, the SR 190 and Plano Street at-grade intersection LOS will degrade. An early onset of operational failure is occurring today on the northbound approach where queue blocking and excessive delay occur in the morning for a short period. Without improvement, intersection delays and queuing will worsen as multiple approach movements fail.

2035 Levels of Service for SR 190 and Plano St Intersection Without and With Improvements

	PEAK HOUR PERIOD	LOS	DELAY (sec/veh)
Without Improvements	AM	F	87.9
	PM	F	108.9
With Improvements	AM	D	36.8
	PM	D	37.9

6. CORRIDOR AND SYSTEM COORDINATION

SR 190, formerly known as SR 127, was added to the State Highway System in 1933. It serves as a Terminal Access (TA) Route from SR 99 to near Springville, under the Federal Surface Transportation Assistance Act (STAA) of 1982. It is a Minor Arterial between SR 99 and western Porterville, and again east of Porterville to Balch Park Road. SR 190 is a Principal Arterial through the Porterville urban area.

The Transportation Concept Report (TCR) for SR 190 was last updated in 2007. It is scheduled to be updated in the near future. The concept facility is 4 lanes between SR 99 and SR 65. The TCR indicates a 4-lane conventional highway is acceptable. The SR 190 Corridor Study proposes, as a result of development in the Porterville Planning Area, a divided expressway from Westwood (PM 13.4) to SR 65 and a narrow median expressway from Blue Heron Parkway (PM 18.3) to Reservation Road (PM 21.0).

7. ALTERNATIVES

Build alternative and the No-Build option have been evaluated and considered. No nonstandard features are proposed:

Alternative 1:

1. SR 190 and Westwood Street

Widen SR 190 at the intersection with Westwood and construct a roundabout (See Exhibit L-1). Build storage ditches along all approaches to the proposed roundabout, 6:1, 2:1, 2 feet deep, and install appropriate Intelligent Transportation System (ITS) on SR 190 east of Westwood Street. (See Exhibit X-1).

2. SR 190: Jaye Street to SR 65

Extend the existing number three SR 190 westbound lane from Jaye Street to the northbound SR 65 on-ramp by adding 1,700 feet of travel way and shoulder with re-grading of ditch side slope and adjustment of existing drainage inlets located in the

drainage system running parallel to the North of SR 190, and install appropriate ITS on SR 190 at SR 190/SR 65. (See Exhibit L-2 & L-3)

3. East bound (EB) and West bound (WB) SR 190 Main Street off-ramp

Widening east bound SR 190 Main Street off-ramp to accommodate for right-turn lane, relocate Hot Mix Asphalt (HMA) spillway, and handicap ramps. Ensure that pedestrian facilities are in compliance with American with Disabilities Act (ADA) standard as outlined in DIB 82-04. (See Exhibit L-4)

4. SR 190 and Plano Street intersection

Two alternatives will be considered at this location:

1. Widening SR 190 and Plano St. to four lanes with dual-left and dedicated right-turn lanes on all approaches including a dedicated right-turn pocket for NB Plano Street to EB SR 190, reconstruct the existing intersection signalization system, and update several drainage systems within this location. The existing Metal Beam Guard Rail (MBGR) will be removed from the right side of westbound SR 190 just east of Plano Street.
2. Construct a roundabout consistent with the Intersection Control Evaluation (ICE) guidelines. (Sheet L-5)

Alternative 2:

No-build alternative.

8. RIGHT-OF-WAY

1. SR 190 and Westwood Street

Right-of-way acquisition and utilities relocation are needed at Westwood. Utility relocation appears to be limited to franchise utilities.

2. SR 190: Jaye Street to SR 65

No right-of-way acquisition is expected for the extension of the number 3 lane on SR 190 between SR 65 and Jaye Street. Overhead utilities are present at the SR 65 north bound on-ramp and will be reviewed in detail during PA&ED.

3. East bound (EB) and West bound (WB) SR 190 Main Street off-ramp

No right-of-way acquisition is expected for the off-ramp to Main Street. No utility relocation is anticipated at this location but will be reviewed in detail during PA&ED.

4. SR 190 and Plano St. Intersection

Right-of-way acquisition and utility relocation are expected at Plano Street. Adjusting manholes and water valves to grade may be needed as city owned utilities are located in the area. Franchise utilities are expected to need relocation outside the build area, to public utility easement on Plano Street. The right-of-way lead time would be a minimum of months after receiving certified appraisal maps.

Utilities: Utility relocations are anticipated and will be added to the planning level cost estimate. Utilities will be reviewed in detail during PA&ED.

Railroad: There is no railroad involvement.

9. STAKEHOLDER INVOLVEMENT

The City of Porterville authorizes the California Department of Transportation (Caltrans) through a cooperative agreement (dated 08/15/2013) to develop the operational improvements proposed in this document.

10. ENVIRONMENTAL DETERMINATION/DOCUMENT

The anticipated environmental document for the proposed project is a Focused Initial Study with Negative Declaration. This document level has been selected based on existence of a Cortese List property within the project limits. Caltrans will be the Lead Agency in preparation of a joint NEPA/CEQA document. Caltrans will serve as the Lead Agency under its assumption of responsibility pursuant to 23 US Code 327 if federal funds are sought and the project is appropriately listed in the Tulare County FTIP. Lack of federal funds would reduce resource agency review times by 30 days. The project was scoped assuming federal funds are sought.

The estimated time to obtain approval is 18 months from the start of environmental studies. Assuming a start date of July 2014 FED would be completed by December 31, 2015. If the project were to exclude activities at Plano Street, the environmental document could be reconsidered, which could result in a reduced schedule.

It is anticipated that multiple environmental studies and reports will be required for this project including (but not limited to) Historic Property Survey Report, Air/Noise and Water Quality Studies, Natural Environment Study Preliminary Site Assessment, and Initial Site Assessment which will address hazardous waste concerns. Currently it is estimated that Cultural and Air and Noise studies will be the critical path for delivery of the environmental document. No permits are required as project is currently proposed.

11. FUNDING

An executed cooperative agreement between the Department and the City of Porterville will be required prior to the commencement of the Project Approval and Environmental Document (PA&ED) phase. All PA&ED work performed by the Department will be reimbursed by the City of Porterville, using Tulare County Transportation Authority Measure R funds.

Capital Outlay Project Estimate

1. SR190/Westwood St	\$5,230,000-\$6,400,000
2. SR 190: Jaye Street to SR 65	\$760,000-\$925,000
3. East bound (EB) and West bound (WB) SR 190 Main Street off-ramp	\$715,000-\$870,000
4. SR 190 and Plano St. Intersection	<u>\$7,040,000-\$9,200,000</u>

Total **\$13,745,000-\$17,395,000**

This estimate assumes the project is a single construction project with four locations. If these four locations are considered individual projects, then it is highly anticipated that the project estimate would be considerably higher.

The level of detail available to develop these capital outlay project estimates is only accurate to within the above ranges and is useful for long-range planning purposes only. Capital cost escalated to 18/19 FY at 3% per year.

Capital Outlay Support Estimate

Capital outlay support estimate for programming PA&ED from Tulare County Transportation Authority Measure R funds for this project: \$680,000

12. SCHEDULE

Project Milestones		Scheduled Delivery Date (Month/Day/Year)
PROGRAM PROJECT	M015	07/01/2014
BEGIN ENVIRONMENTAL	M020	08/01/2014
CIRCULATE DPR & DED EXTERNALLY	M120	07/01/2015
PA & ED	M200	01/01/2016

The anticipated funding fiscal year for construction is 18/19 FY.

13. RISKS

Risks identified at the early PID phase of the project are Low to Moderate with category risks involving environmental and organizational:

1. If Cultural Resources are encountered during PA/ED the cost and schedule for environmental compliance could be adversely impacted.
2. Any changes or impacts to Popular Ditch during the PA/ED phase would require additional studies, permits, and time.
3. One property (Shell Gas Station, 730 Plano Street) is listed on the Cortese List and will require preparation of an Initial Site Assessment to determine if there are significant hazardous waste issues.
4. Due to the streamlined PSR-PDS format of this document, more detailed alternatives/scope during PA/ED would require additional studies.

14. FHWA COORDINATION

This project is considered to be an Assigned Project in accordance with the current Federal Highway Administration (FHWA) and Department of Transportation (Caltrans) Joint Stewardship and Oversight Agreement.

15. PROJECT REVIEWS

District Maintenance	<u>Akmal Mostafa</u>	Date <u>12/16/13</u>
District Traffic Safety Engineer	<u>Albert Lee</u>	Date <u>12/16/13</u>
Headquarters Design Coordinator	<u>Mike Janzen</u>	Date <u>12/05/13</u>
Project Manager	<u>Garth Fernandez</u>	Date <u>12/05/13</u>
District Safety Review	<u>Edward Salazar</u>	Date <u>12/16/13</u>
Constructability Review	<u>Abdul Baker</u>	Date <u>11/13/13</u>

16. PROJECT PERSONNEL

Garth Fernandez, Project Manager	(559) 243-8012
Abdul Baker, Design Manager	(559) 243-8037
Abdul Baker, Project Engineer(s)	(559) 243-8037
Bill Moses, Maintenance Engineer	(559) 445-6514
Albert Lee, Traffic Operations Chief	(559) 488-4111
Susan Schilder, Environmental Scoping Chief	(559) 445-6429
Nick Dumas, Right of Way Branch Chief	(559) 445-6195
Jeffrey Whitaker, Storm Water Quality Branch	(559) 243-3568

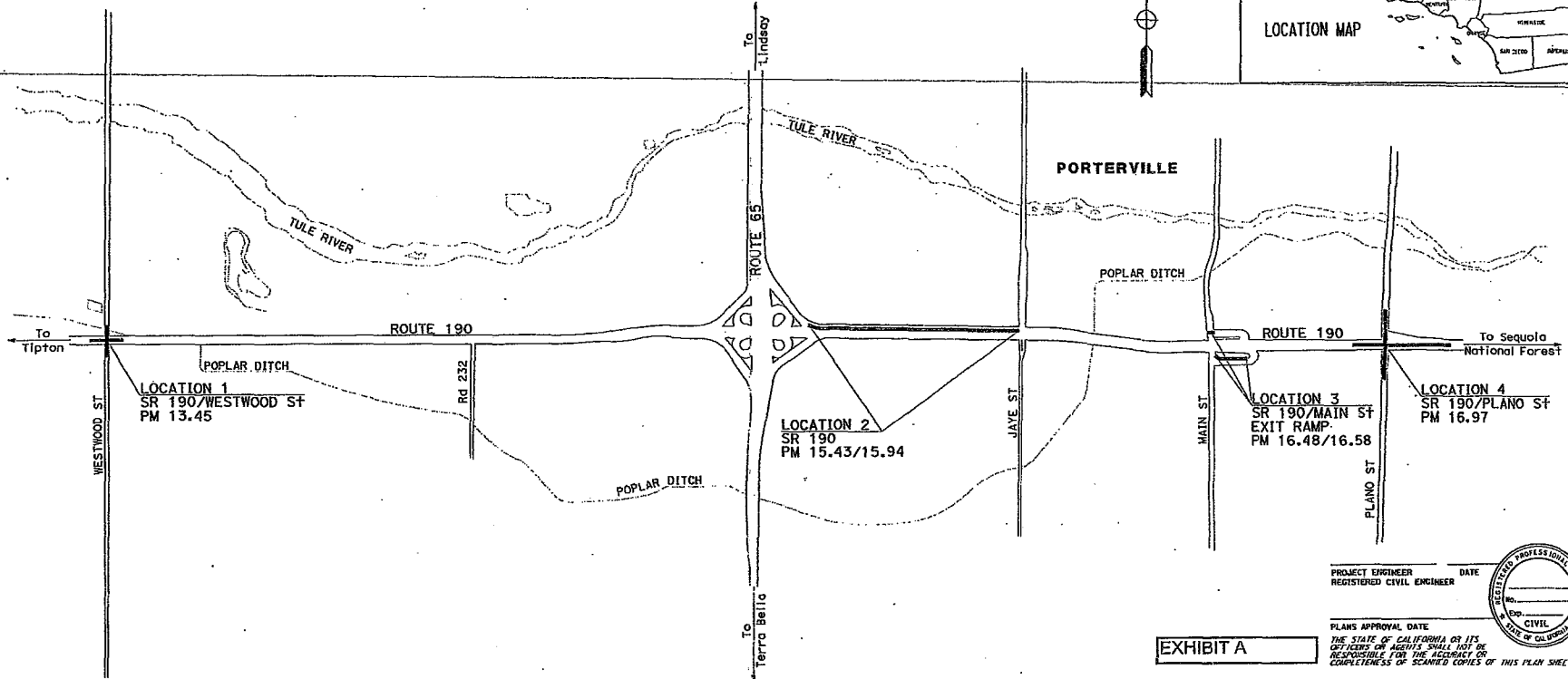
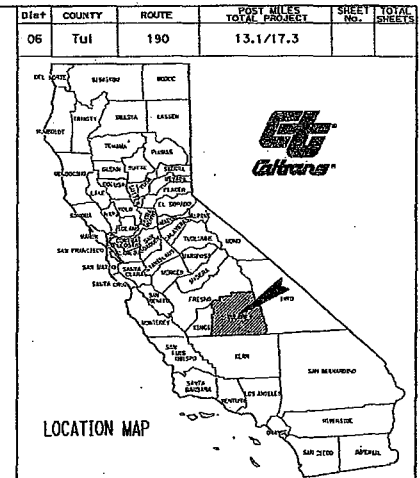
17. ATTACHMENTS (NUMBER OF PAGES)

Exhibit A: Location and/or Vicinity Map	(1)
Exhibit B: Cross Sections Maps X-1 and X-2	(2)
Exhibit C: Layout Maps L-1 to L-5	(5)
Exhibit D: Preliminary Environmental Assessment Report	(6)
Exhibit E: Right of Way Cost Estimate	(2)
Exhibit F: Risk Management Plan	(1)
Exhibit G: Transportation Planning Scoping Information	()

INDEX OF PLANS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY**
ON ROUTE 190 IN TULARE COUNTY
FROM 0.3 MILE WEST OF WESTWOOD ROAD
TO 0.3 MILE EAST OF PLANO STREET

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2010



PROJECT NUMBER
DESIGN ENGINEER

PROJECT ENGINEER _____ DATE _____
REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE _____
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

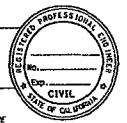


EXHIBIT A

CONTRACT No. **06-0Q431**
PROJECT ID **0614000004**

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

DATE PLOTTED: 13-JAN-2014
TIME PLOTTED: 08:21
10-04-13

NOTES:

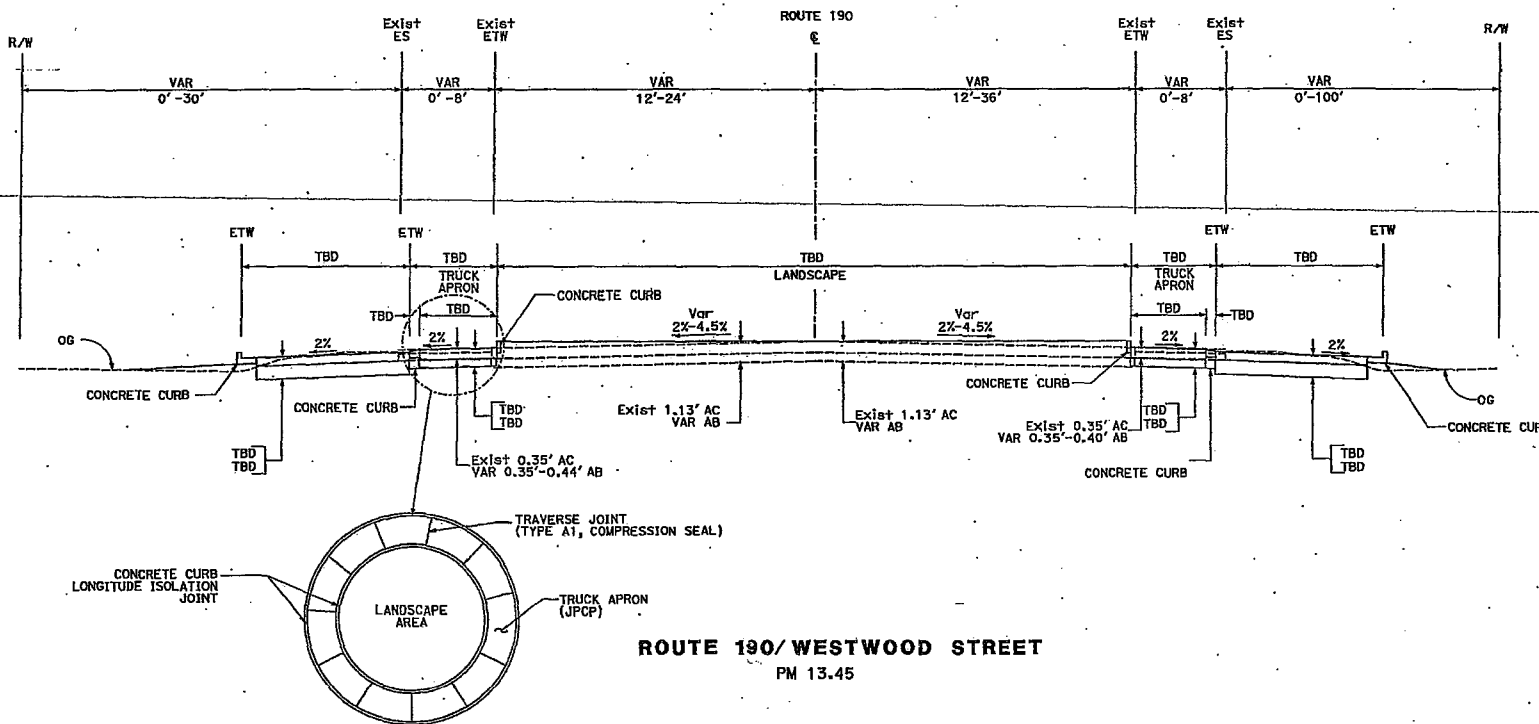
1. FOR COMPLETE RIGHT OF WAY AND ACCURATE DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
06	TUL	190	R13.1/17.3		

REGISTERED CIVIL ENGINEER DATE _____

PLANS APPROVAL DATE _____

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ROUTE 190/WESTWOOD STREET
PM 13.45

EXHIBIT B

TYPICAL CROSS SECTIONS
NO SCALE X-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CALTRANS

FUNCTIONAL SUPERVISOR
ABDUL BAKER

DESIGNED BY
CHECKED BY

REVISOR
DATE

PROJECT NUMBER & PHASE
08-DESIGN

BORDER LAST REVISED 7/2/2010

USERNAME => s127848
DGN FILE => 0614000004cc001.dgn

RELATIVE BORDER SCALE 15 IN INCHES



UNIT 1476

PROJECT NUMBER & PHASE

0614000004

DATE PLOTTED => 24-JAN-2014
JOB-CU-00 TIME PLOTTED => 10:23

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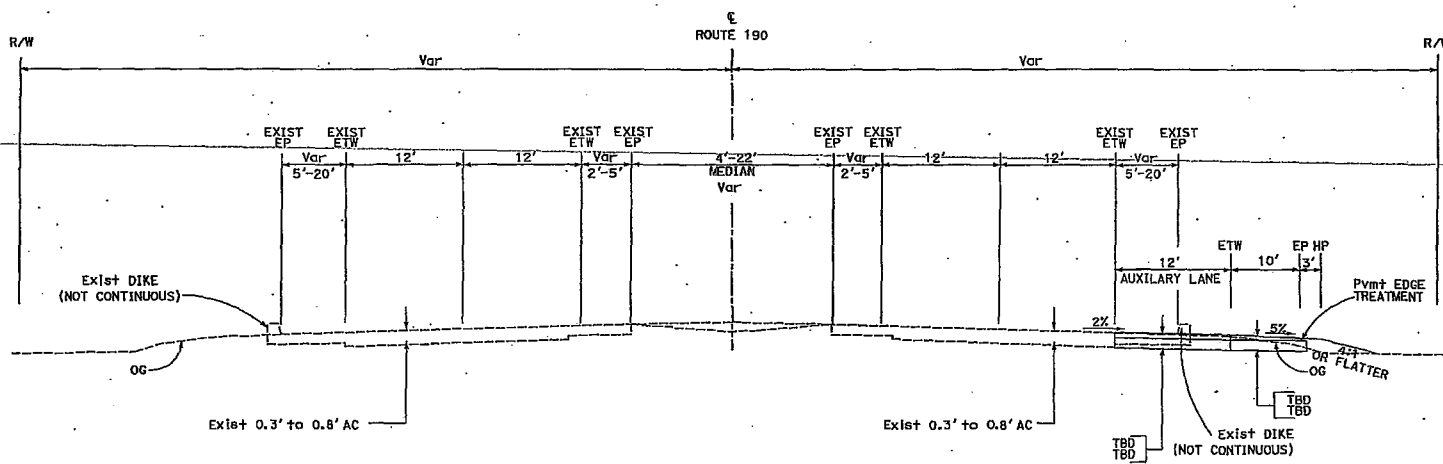
1. FOR COMPLETE RIGHT OF WAY AND ACCURATE DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

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06	Tul	190	R13.1/17.3		

REGISTERED CIVIL ENGINEER	DATE
PLANS APPROVAL DATE	

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 FUNCTIONAL SUPERVISOR: ABDUL BAKER
 DESIGNED BY: []
 CHECKED BY: []
 REVISIONS: []
 REVISED BY: []
 DATE REVISED: []
 06-DESIGN



ROUTE 190: JAYE STREET TO SR 65
 PM 15.51 To 15.91

TYPICAL CROSS SECTIONS
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 TIME PLOTTED => 10:23

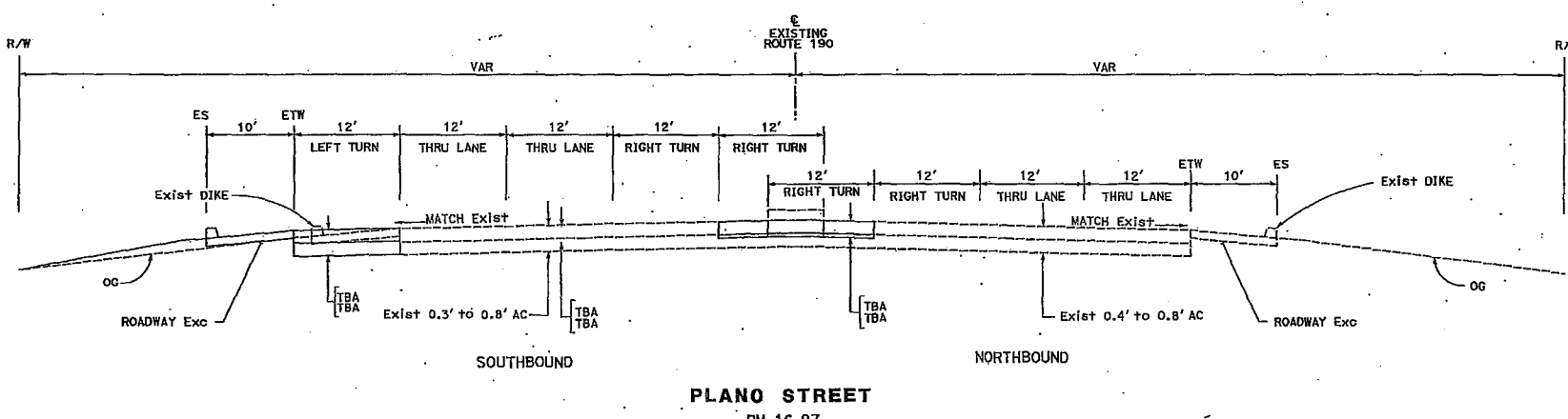
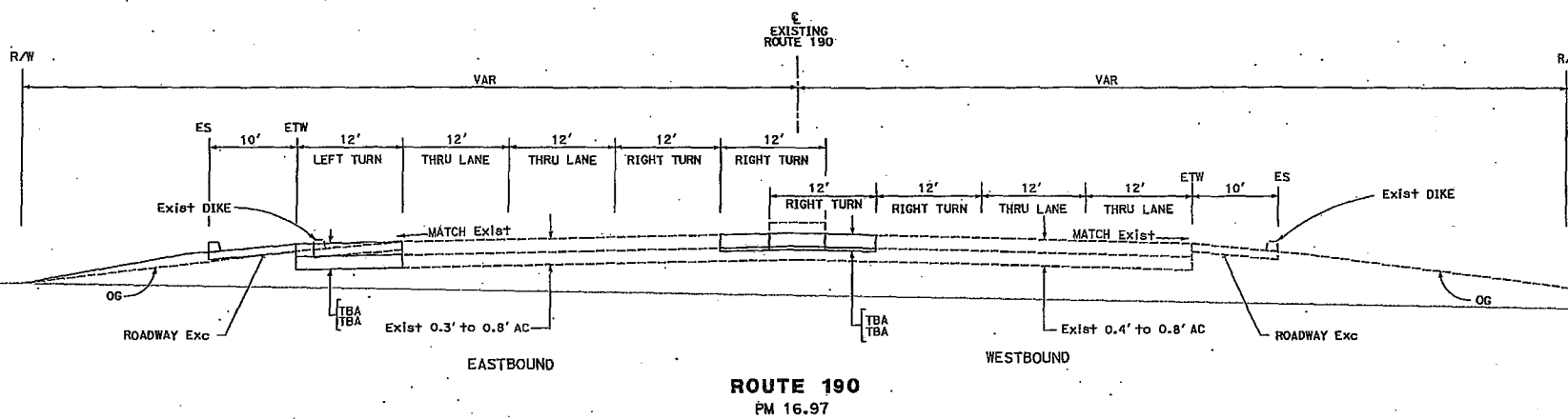
NOTES:

1. FOR COMPLETE RIGHT OF WAY AND ACCURATE DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	TUL	190	R13.1/17.3		

REGISTERED CIVIL ENGINEER	DATE
PLANS APPROVAL DATE	

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TYPICAL CROSS SECTIONS
NO SCALE X-4

STATE OF CALIFORNIA
Caltrans
 DEPARTMENT OF TRANSPORTATION
 06-DESIGN
 FUNCTIONAL SUPERVISOR
 ABDUL BAKER
 DESIGNED BY
 CHECKED BY
 REVISED BY
 DATE REVISED

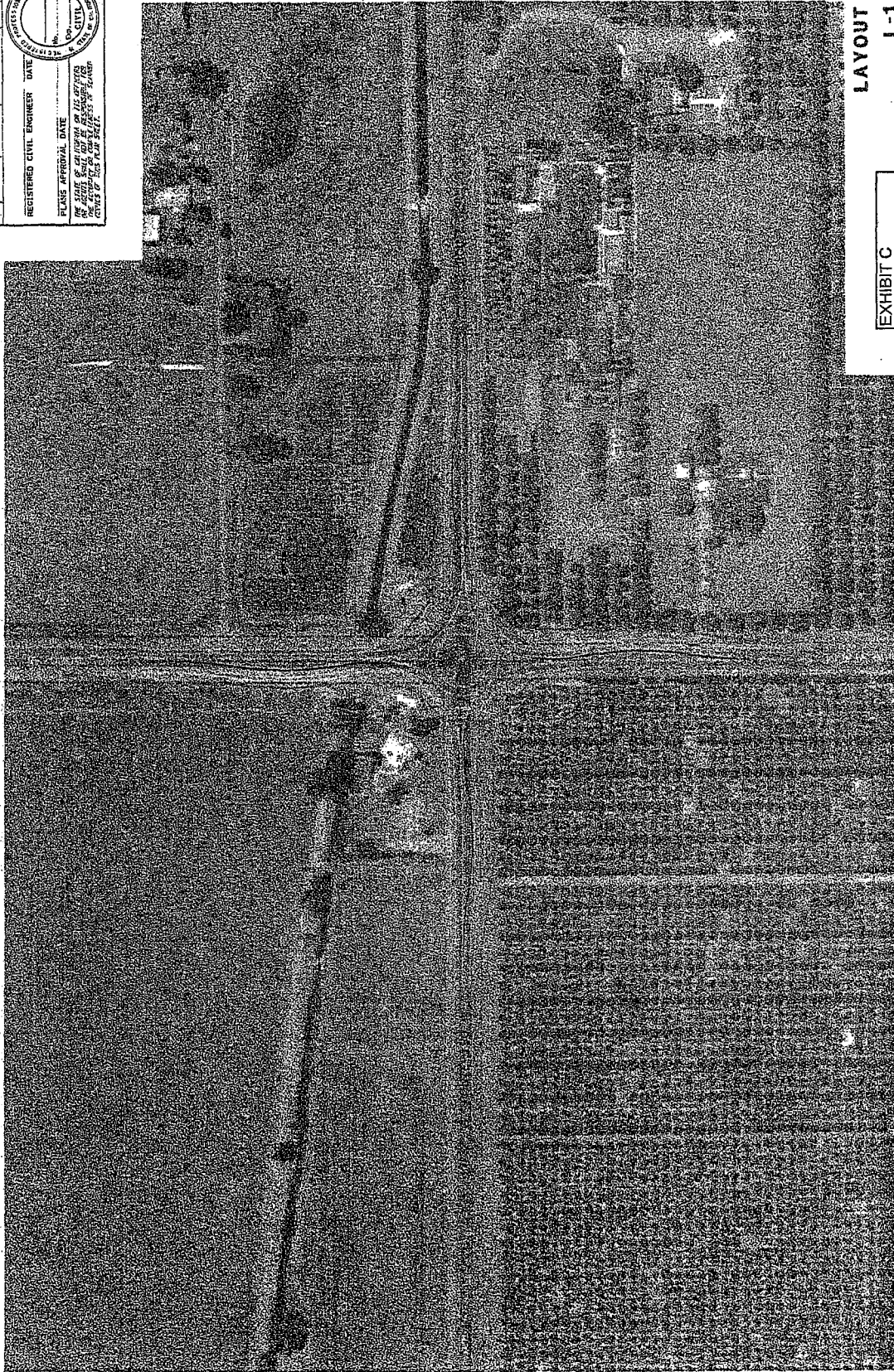
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06	Tul	190	VAR		

REGISTERED CIVIL ENGINEER DATE

PLEASE APPROVAL DATE

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 THE ABOVE SHALL NOT BE REPRODUCED FOR
 OTHER THAN THE PROJECT FOR WHICH IT WAS
 DESIGNED WITHOUT THE WRITTEN CONSENT OF THE
 ENGINEER OR ARCHITECT.



LAYOUT
L-1

EXHIBIT C

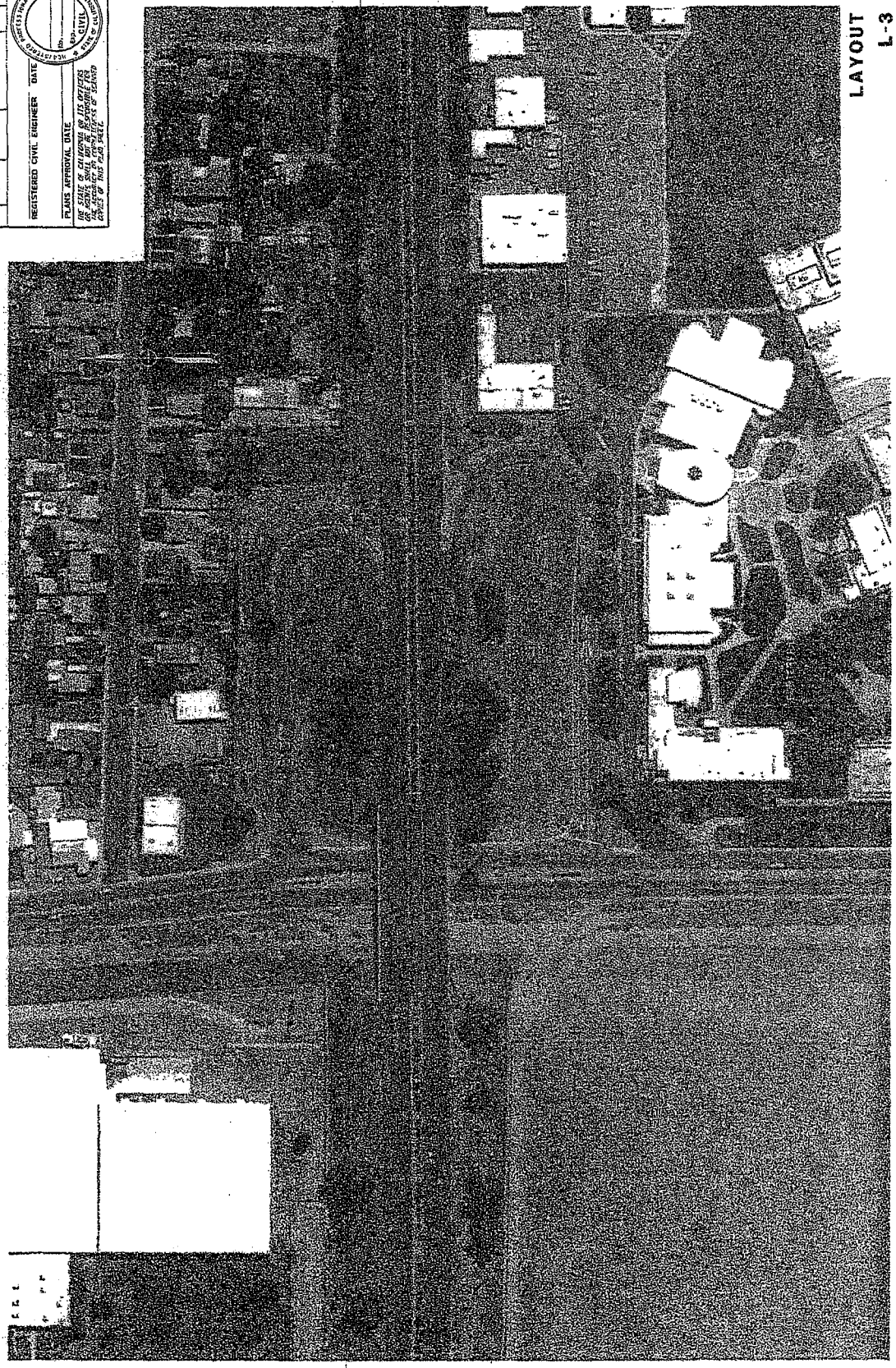
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 ORDER LAST REVISED 1/27/2010
 SCALE: 1" = 150' HORIZONTAL, 1" = 15' VERTICAL
 UNIT 1476 PROJECT NUMBER & PHASE 0614000004
 DATE PLOTTED: 10-01-2013 10-08-13

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
06	Tul	190	VAR		

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA AND ITS OFFICES
OF PUBLIC WORKS AND HIGHWAYS ARE NOT RESPONSIBLE FOR
CONSEQUENCES OF THIS PLAN WHEN USED FOR ANY OTHER PURPOSE.



LAYOUT
L-3

DATE PLOTTED 03-10-2013
PLOT FILE # 061600004.dgn

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	CHECKED BY	DATE REVISED	REVISOR BY
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PROJECT NUMBER & PHASE UNIT 1476 RELATIVE HORNER SCALF 15 IN. HORIZ. SCALE

Dist:	County:	Route:	Local Milepost:	Sheet:	Notes:
065	Tul	190	VAR		

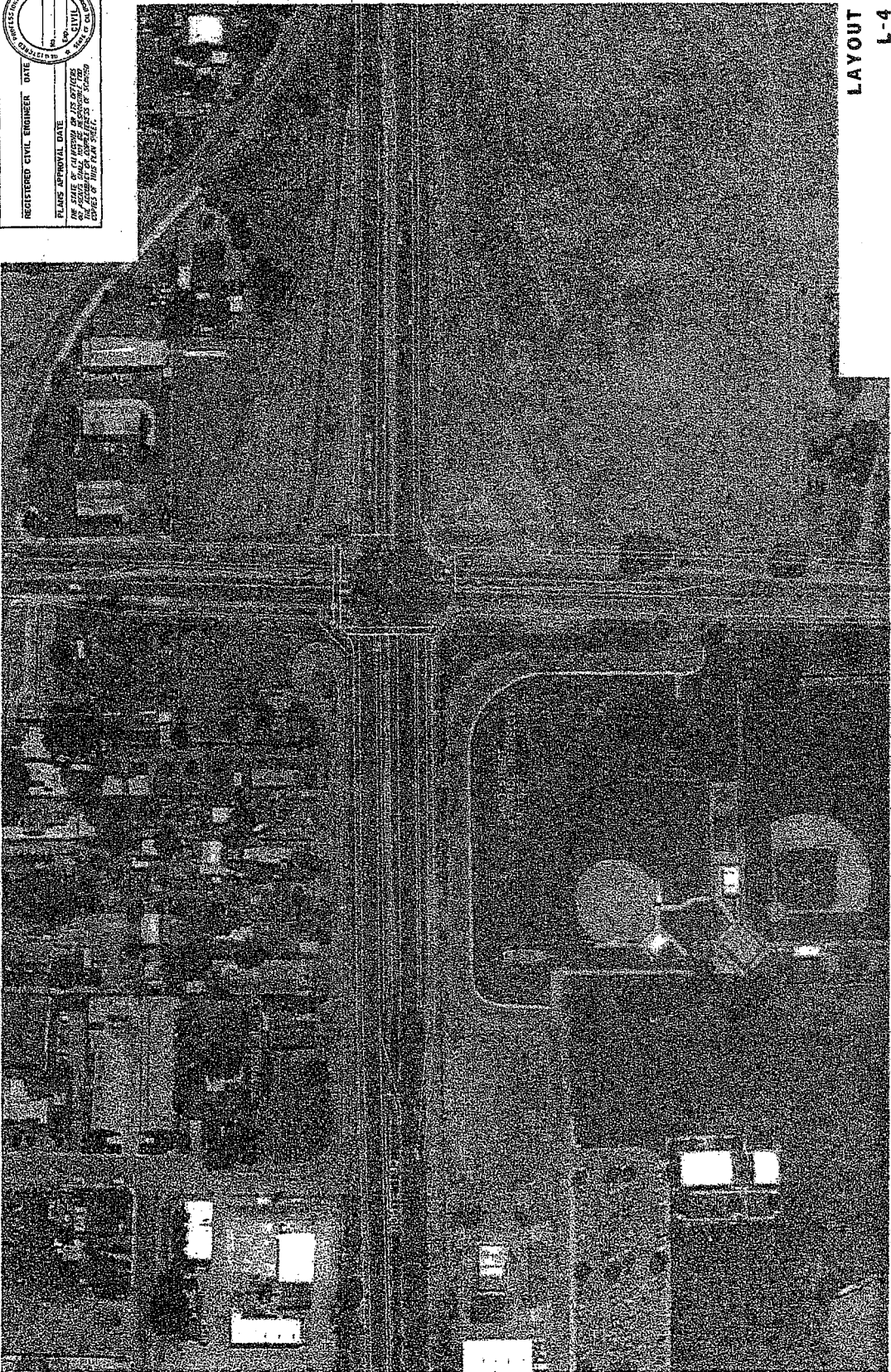
REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

BY DATE OF EXPIRATION OF HIS OFFICE

THE LICENSE OF A PROFESSIONAL ENGINEER

OFFICE OF THE REGISTERED CIVIL ENGINEERS



LAYOUT
L-4

1-0-00-12 DATE PLOTTED => 10-07-2013

PROJECT NUMBER & PHASE UNIT 1476 PROJECT NUMBER & PHASE 061400004

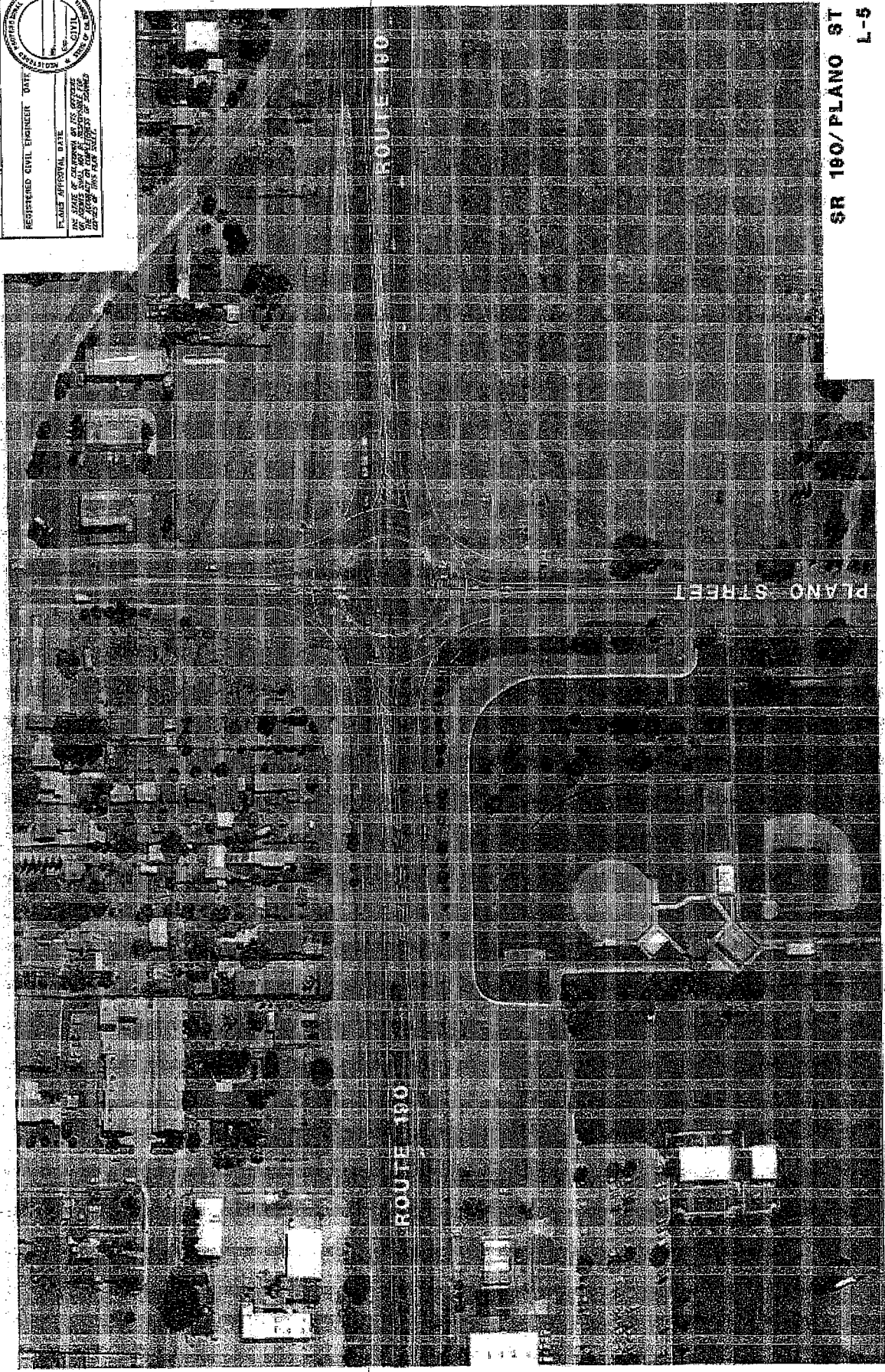
RELATIVE BORDER SCALE
1" = 15' IN FEET



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	DESIGNED BY	CHECKED BY	DATE REVISED
BORDER LVS1 REVISED 7/2/2010		USBRIDGE #312748 PLAN FILE # 061400004-CR-065		

DIST	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
06	TUL	190		VAR		

REGISTERED CIVIL ENGINEER DATE _____
 LICENSE APPROVAL DATE _____
 IN THE STATE OF CALIFORNIA
 THE BOARD OF CIVIL ENGINEERS
 HAS REVIEWED THIS PLAN SHEET
 AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BOARD



SR 190/PLANO ST
L-5

PROJECT NUMBER & PHASE: 9611000004
 UNIT: 1476
 RELATIVE BORDER SCALE: 15 IN INCHES
 BORDER LAST REVISED: 7/27/10

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	DESIGNED BY	CHECKED BY	DATE REVISD	REVISD BY



PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

1. Project Information

District 06	County Tulare	Route 190	PM Various	EA 06-0Q431
Project Title: 190 Operational Improvements				
Project Manager Garth Fernandez			Phone # (559) 243-8012	
Design Manager Abdul Baker			Phone # (559) 243-8037	
Environmental Manager Kelly Hobbs			Phone # 559-445-5286	
PEAR Preparer Kelly Hobbs			Phone # 559-445-5286	

2. Project Description

Purpose and Need

The project is needed to improve access and mobility to and from the state highway. The purpose is to provide channelization, eliminate merge movements and allow pedestrian movements at the intersections of State Route 190 and Westwood, Jaye, Plano Streets and the West Bound off ramp at the State Route 190 and Main Street Interchange.

Description of work:

Westwood Street

Improve the operation of the intersection by either: Installation of signalization or Construction of a roundabout to mitigate local development impacts in west Porterville that use Westwood Street at SR 190.

SR65 and Jaye Street

Extend the existing number 3 lane at westbound Jaye Street to the northbound SR65 on-ramp by adding 1700 feet of travel way and shoulder.

Main Street eastbound off-ramp

Construct an eastbound off-ramp right-turn lane and handicap ramps.

Plano intersection

Construct 4 lanes on Plano Street with dual-left and dedicated right-turn lanes on all approaches. Reconstruct the existing intersection signalization system. Alternatively, a

Revised April 2011

EXHIBIT D

roundabout will be considered consistent with the Intersection Control Evaluation (ICE) guidelines.

Alternatives

The project includes one build alternative for each of the project components described above and a no build alternative.

3. Anticipated Environmental Approval

CEQA		NEPA	
Environmental Determination			
Categorical Exemption	<input type="checkbox"/>	Categorical Exclusion	<input checked="" type="checkbox"/>
Environmental Document			
Focused Initial Study with proposed Negative Declaration (ND)	<input checked="" type="checkbox"/>	Routine Environmental Assessment with proposed Finding of No Significant Impact	<input type="checkbox"/>
		Complex Environmental Assessment with proposed Finding of No Significant Impact	<input type="checkbox"/>
Environmental Impact Report	<input type="checkbox"/>	Environmental Impact Statement	<input type="checkbox"/>
CEQA Lead Agency (if determined):	Caltrans		
Estimated length of time (months) to obtain environmental approval:	9 - 18 Month		
Estimated person hours to complete identified tasks:	804		

4. Special Environmental Considerations

The Plano Street improvements require completion of an Historic Property Survey Report and consultation with the State Historic Preservation Officer will be required to document cultural resources. However, findings are anticipated to be No Historic Properties Affected. No 4(f) resources are anticipated. An Initial Site Assessment to determine if there is significant hazardous waste issues at 730 Plano Street. A Preliminary Site Investigation may be required depending on the findings of the ISA.

5. Anticipated Environmental Commitments

The project will require contract provisions for the San Joaquin Valley kit fox and migratory birds. Preconstruction surveys for kit fox and migratory birds will be required. Exclusionary Measures for Migratory Birds will be needed and in place prior to

construction if it occurs between February 1 and September 15. A Lead Compliance Plan will be required.

6. Permits and Approvals

There are no permits required as currently proposed. As currently proposed the project will not require consultation with the US Fish and Wildlife Service or California Department of Fish and Wildlife.

7. Level of Effort, Risks and Assumptions

The project was scoped assuming federal funds are sought. Lack of federal funding would reduce resource agency review. If the project scope changes to require additional right of way not currently proposed including construction easements, utility relocations or work in the Poplar Ditch, if needed would be minimized. The project area has a low to moderate sensitivity for the existence of cultural resources, however there are none known. If previously unknown resources are encountered during PAVED, the cost and schedule for environmental compliance could potentially be impacted. Probability of occurrence is a 2, the impact to the scope would be High, the impact to cost would be High and the impact to the schedule would be High.

8. PEAR Technical Summaries

Land Use: No Further Studies Needed

Growth: No Further Studies Needed.

Farmlands/Timberlands: No Further Studies Needed.

Community Impacts: No Further Studies Needed.

Visual/Aesthetics: TBD; Similar projects have required minimal resources.

Cultural Resources: An archaeological survey and an evaluation of all buildings and structures within the Area of Potential Effect (APE) would be required. A records search of the area would also be required. There are no known recorded cultural resources within the project area; however, some of the project area has not been surveyed. Please allow nine months for completion of this study after the project is programmed. Due to the nature of the project and project area, it is not anticipated that the proposed project would have an adverse effect on historic properties. If federal funds do not become available there will be no requirement for SHPO consultation. If this assumption is incorrect, the schedule for completion of the environmental document would need to be re-evaluated.

Hydrology and Floodplain: The project is not located in the floodplain or regulatory floodways. There is one canal located near the project area which would be avoided.

Revised April 2011

Water Quality No Further Studies Needed

Storm Water Runoff: To be determined by Stormwater Unit

Geology, Soils, Seismic and Topography: No Issues identified during scoping activities.

Paleontology: No issues identified during scoping

Hazardous Waste/Materials: One property (Shell Gas Station, 730 Plano Street) is listed on the Cortese List would require preparation of an Initial Site Assessment to determine if there are significant hazardous waste issues. A Preliminary Site Investigation may be required depending on the findings of the ISA. The remaining three project components have no known issues and no concerns were encountered during scoping activities.

Air Quality: Project is assumed Not a Project of Air Quality Concern. Project will require Hot Spot Studies for Roundabout, stoplight and auxiliary lanes.

Noise and Vibration: Project is Type 1 and will require Noise Study during PA/ED it is anticipated that noise will not increase to a level requiring mitigation.

Energy and Climate Change: No impacts to energy. Climate Change findings will be prepared by Headquarters staff prior to completion of DED.

Biological Environment: Surveys will be required for San Joaquin kit fox, Valley elderberry beetle, vernal pool fairy shrimp, and American Badger. A Natural Environment Study will be prepared; a Biological Opinion is not anticipated. No work is currently planned in Poplar Ditch which is adjacent to the Westwood Avenue component of the project. If project activities change to include Poplar Ditch additional studies and permits may be necessary.

9. Summary Statement for PSR or PSR-PDS:

The anticipated environmental document for the proposed project is a Focused Initial Study with Negative Declaration. This document level has been selected based on existence of a Cortese List property within the project limits. Caltrans will be Lead Agency in the preparation of a joint NEPA/CEQA document. Caltrans will serve as Lead Agency under its assumption of responsibility pursuant to 23 US Code 327 if federal funds are sought and project is appropriately listed in the Tulare County FTIP. Lack of federal funds would reduce resource agency review times by 30 days. The project was scoped assuming federal funds are sought.

The estimated time to obtain approval is 18 months from the start of environmental studies. Assuming a start date of July 2014 FED would be completed by December 31, 2015. If the project were to exclude activities at Plano Street, the environmental document could be reconsidered, which could result in a reduced schedule.

Revised April 2011

It is anticipated that multiple environmental studies and reports will be required for this project including (but not limited to) Historic Property Survey Report, Air/Noise and Water Quality Studies, Natural Environment Study Preliminary Site Assessment and Initial Site Assessment will address hazardous waste concerns. It is currently estimated that cultural and Air and Noise studies will be the critical path for delivery of the environmental document. No permits are required as project is currently proposed.

10. Disclaimer

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the Project Study Report (PSR). The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

11. List of Preparers

Cultural Resources specialist John Whitehouse	Date: 12/4/2013
Biologist Primavera Parker	Date: 12/4/2013
Noise and Vibration specialist Vladimir Timofei	Date: 12/11/2013
Air Quality specialist Vladimir Timofei	Date: 12/11/2013
Paleontology specialist/liason Clem Goewert	Date: 12/4/2013
Water Quality specialist Vladimir Timofei	Date: 12/11/2013
Hazardous Waste/Materials specialist Clem Goewert	Date: 12/4/2013
PEAR Preparer (Name and Title) Kelly Hobbs	Date: 12/12/2013

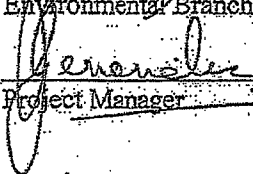
12. Review and Approval

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.



Environmental Branch Chief

Date: 12/16/2013



Project Manager

Date: 12/17/2013

REQUIRED ATTACHMENTS:

Attachment A: PEAR Environmental Studies Checklist

Attachment B: Estimated Resources by WBS Code

Attachment C: Schedule (Gantt Chart)

Attachment D: PEAR Environmental Commitments Cost Estimate (Standard PSR)

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Westwood St. PM 13.45
 EA: 06-0Q431
 Program Code: 400.100

PROJECT DESCRIPTION:

Limits: State Route 190/Westwood Street Intersection.

Proposed Improvement:
 (Scope of Work) Construct a 2 lane roadway roundabout at Route 190/Westwood intersection.

Alternative:

SUMMARY OF PROJECT COST ESTIMATE

TOTAL ROADWAY ITEMS	Total of Sections 1-10 round nearest 100K	\$ 4,800,000
TOTAL STRUCTURES ITEMS		\$ 0
SUBTOTAL CONSTRUCTION COSTS		\$ 4,800,000
TOTAL RIGHT OF WAY ITEMS (Not Escalated)		\$ 430,000
TOTAL PROJECT CAPITAL OUTLAY COSTS (2014)		\$ 5,230,000

Reviewed by
 District Program Manager:

 (Signature) (Date)

Approved by Project Manager:

 (Signature) (Date)

Phone Number:

Form revised 12/01/09

EXHIBIT E

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Westwood St. PM 13.45
 EA: 06-0Q431
 Program Code: 400.100

I. ROADWAY ITEMS

<u>Section 1 - Earthwork</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Roadway Excavation	26,000	CY	\$15	\$390,000	
Imported Borrow	0	CY	\$0	\$0	
Clearing & Grubbing	1	LS	\$100,000	\$100,000	
Develop Water Supply	1	LS	\$6,000	\$6,000	
Time Related Overhead	240	DAY	\$1,500	\$360,000	
			\$0	\$0	
			Subtotal Earthwork:		\$856,000
<u>Section 2 - Pavement Structural Section*</u>					
Hot Mix Asphalt Concrete	10,000	Ton	\$75	\$750,000	
Minor Concrete	1,900	CY	\$450	\$855,000	
Class 2 Aggregate Base	9,000	CY	\$35	\$315,000	
Edge Drains	0	FT	\$0	\$0	
				\$0	
			Subtotal Pavement Structural Section:		\$1,920,000
<u>Section 3 - Drainage</u>					
Large Drainage Facilities	0	LS	\$0	\$0	
Storm Drains	0	LS	\$0	\$0	
Pumping Plants	0	LS	\$0	\$0	
Project Drainage	0	LS	\$0	\$0	
				\$0	
			Subtotal Drainage:		\$0

* Reference sketch showing typical pavement structural section elements of the roadway. Include (if available) T.I., R-Value and date when tests were performed.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Westwood St. PM 13.45
 EA: 06-0Q431
 Program Code: 400.100

<u>Section 4 - Specialty Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Retaining Walls	0	SF	\$0	\$0	
Noise Barriers	0	EA	\$0	\$0	
Barriers and Guardrails	0	LF	\$0	\$0	
Equipment/Animal Passes	0	EA	\$0	\$0	
Water Pollution Control	1	LS	\$10,000	\$10,000	
Hazardous Waste Investigation and/or Mitigation Work	0	LS	\$0	\$0	
Environmental Compliance	0	LS	\$0	\$0	
Resident Engineer Office Space	1	LS	\$25,000	\$25,000	
				\$0	
			Subtotal Specialty Items:		\$35,000
<hr/>					
<u>Section 5 - Traffic Items</u>					
Portable CMS	1	LS	\$8,000	\$8,000	
Maintain Traffic	1	LS	\$15,000	\$15,000	
Public Information (Press release, etc)	1	LS	\$2,000	\$2,000	
Construction Area Signs	1	LS	\$5,500	\$5,500	
Traffic Delineation	1	LS	\$39,000	\$39,000	
Traffic Control Systems	1	LS	\$20,000	\$20,000	
Electronic Items	1	LS	\$165,000	\$165,000	
Temporary Detection System	0	LS	\$0	\$0	
Staging	0	LS	\$0	\$0	
				\$0	
			Subtotal Traffic Items:		\$254,500

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Westwood St. PM 13.45
 EA: 06-0Q431
 Program Code: 400.100

II. ROADSIDE ITEMS

<u>Section 6 Planting and Irrigation</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Highway Planting	0	LS	\$0	\$0	
Replacement Planting	0	LS	\$0	\$0	
Irrigation Modification	0	LS	\$0	\$0	
Relocate Existing Irrigation	0	LS	\$0	\$0	
Facilities	0	LS	\$0	\$0	
Irrigation Crossovers	0	LS	\$0	\$0	
				\$0	
Subtotal Planting and Irrigation Section:					\$0

<u>Section 7: Roadside Management and Safety Section</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Vegetation Control Treatments	0	LS	\$0	\$0	
Gore Area Pavement	0	LS	\$0	\$0	
Pavement beyond the gore area	0	LS	\$0	\$0	
Miscellaneous Paving	0	LS	\$0	\$0	
Erosion Control	2	ACRES	\$12,500	\$25,000	
Slope Protection	0	LS	\$0	\$0	
Side Slopes/Embankment Slopes	0	LS	\$0	\$0	
Maintenance Vehicle Pull outs					
Off-freeway Access (gates, stairways, etc.)					
Roadside Facilities (Vista Points, Transit, Park & Ride, etc)	0	LS	\$0	\$0	
Relocating roadside facilities/features	0	LS	\$0	\$0	
				\$0	
Subtotal Roadside Management and Safety Section:					\$25,000

TOTAL SECTIONS 1 thru 7 \$3,090,500

NOTE: Extra lines are provided for items not listed; use additional lines as appropriate.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Westwood St. PM 13.45
 EA: 06-0Q431
 Program Code: 400.100

III. ROADWAY ADDITIONS

Section 8 - Minor Items

	<u>Item Cost</u>			<u>Section Cost</u>
(Subtotal Sections 1 thru 7)	<u>\$3,090,500</u>	x	<u>0.10</u> (5 to 10%)	= <u>\$309,050</u>
			TOTAL Minor Items:	<u>\$309,050</u>

Section 9 - Roadway Mobilization

(Subtotal Sections 1 thru 8)	<u>\$3,399,550</u>	x	<u>0.10</u> (10%)	= <u>\$339,955</u>
			TOTAL Roadway Mobilization:	<u>\$339,955</u>

Section 10 - Supplemental Work & Contingencies

Supplemental Work

(Subtotal Sections 1 thru 8)	<u>\$3,399,550</u>	x	<u>0.10</u> (5 to 10%)	= <u>\$339,955</u>
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Contingencies

(Subtotal Sections 1 thru 8)	<u>\$3,399,550</u>	x	<u>0.20</u> (**20%)	= <u>\$679,910</u>
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Supplemental Work & Contingencies: \$1,019,865

TOTAL ROADWAY ADDITIONS Sections 8 thru 10: \$1,668,870

TOTAL ROADWAY ITEMS: \$4,759,370

(Subtotal Sections 1 thru 10)

Estimate Prepared by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

Estimate Checked by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

**Use appropriate percentage per PDPM, Part 3 Chapter 20.
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm> - pdpm

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190

PM: Westwood St. PM 13.45

EA: 06-0Q431

Program Code: 400.100

II. STRUCTURE ITEMS

	STRUCTURE		
	No. 1	No. 2	No. 3
Bridge Name	_____	_____	_____
Structure Type	_____	_____	_____
Width (out to out) - (ft)	_____	_____	_____
Span Length - (ft)	0	0	0
Total Area - ft ²	0	0	0
Footing Type (pile/spread)	0	0	0
Cost per ft ²	0	0	0
(incl. 10 % mobilization and 20 % contingency)			
Total Cost for Structure	\$0	\$0	\$0

SUBTOTAL STRUCTURES ITEMS \$0
(Sum of Total Cost for Structures)

Railroad Related Costs (Not incl. in R/W Est)	_____	_____	_____	\$0
	_____	_____	_____	\$0

SUBTOTAL RAILROAD ITEMS \$0

TOTAL STRUCTURES ITEMS \$0

(Sum of Structures items plus Railroad Items)

COMMENTS:

Estimate Prepared
by: _____

(Print or Type Name)

Phone: _____

0/0/00
(Date)

(If appropriate, attach additional pages as backup)

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Westwood St. PM 13.45
 EA: 06-0Q431
 Program Code: 400.100

III. RIGHT OF WAY ITEMS

No. of years for Escalation = ██████████

	Current Values	Rate (%)	Escalation Factor	Escalated Values
A. Acquisition, including excess lands, damages to remainder(s) and Goodwill	\$250,000	25.0	1.25	\$312,500
B. Utility Relocation (State Share)	\$130,000	25.0	1.25	\$162,500
C. Relocation Assistance	\$0	25.0	1.25	\$0
D. Clearance/Demolition	\$50,000	25.0	1.25	\$62,500
E. Title and Escrow Fees	\$0	25.0	1.25	\$0
TOTAL RIGHT OF WAY** ITEMS=	\$430,000			\$537,500 (Escalated Value)

Anticipated Date of Right of Way Certification: 0/0/00
 (Date to which Values are Escalated)

F. Construction Contract Work

Brief Description of Work

Right of Way Branch Cost Estimate for Work* \$0

* This dollar amount is to be included in the Roadway and/or Structures Items of Work, as appropriate. Do not include in Right of Way Items

COMMENTS:

Estimate Prepared by: _____

(Print or Type Name)

Phone: _____

0/0/00
(Date)

(If appropriate, attach additional pages and backup including Right of Way Data Sheet and Environmental Mitigation and Compliance Cost Estimate Sheet).

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
PM: AuxLane PM 15.48 to 15.79
EA: 06-0Q431
Program Code: 400.100

PROJECT DESCRIPTION:

Limits: From the departure point at the westbound SR 190 to northbound SR 65 ramp, to 1700 feet east of this location.

Proposed Improvement: Construct a 1700-foot auxiliary lane and new shoulder.
(Scope of Work)

Alternative:

SUMMARY OF PROJECT COST ESTIMATE

TOTAL ROADWAY ITEMS	Total of Sections 1-10 round nearest 10K	\$ 750,000
TOTAL STRUCTURES ITEMS		\$ 0
SUBTOTAL CONSTRUCTION COSTS		\$ 750,000
TOTAL RIGHT OF WAY ITEMS (Not Escalated)		\$ 10,000
TOTAL PROJECT CAPITAL OUTLAY COSTS		\$ 760,000

Reviewed by District Program Manager: _____ (Signature) _____ (Date)

Approved by Project Manager: _____ (Signature) _____ (Date)

Phone Number: _____

Form revised 12/01/09

PSR-PDS COST ESTIMATE



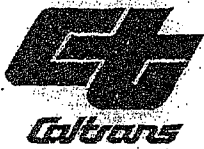
Dist-Co-Rte: 00-Tul-190
 PM: AuxLane PM 15.48 to 15:79
 EA: 06-0Q431
 Program Code: 400.100

I. ROADWAY ITEMS

<u>Section 1 - Earthwork</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Roadway Excavation	2,343	CY	\$20	\$46,860	
Imported Borrow		CY	\$0	\$0	
Clearing & Grubbing	1	LS	\$40,000	\$40,000	
Develop Water Supply	1	LS	\$3,000	\$3,000	
Time Related Overhead			\$0	\$0	
Rounding (Contour Grading)			\$0	\$0	
			\$0	\$0	
Subtotal Earthwork:				\$89,852	
Section 2 - Pavement Structural Section*					
Hot Mix Asphalt Concrete	1,293	Ton	\$125	\$161,625	
Minor Concrete		CY	\$0	\$0	
Class 2 Aggregate Base	1,151	CY	\$60	\$69,060	
Edge Drains	0	FT	\$0	\$0	
				\$0	
Subtotal Pavement Structural Section:				\$230,600	
Section 3 - Drainage					
Large Drainage Facilities	0	LS	\$0	\$0	
Storm Drains	0	LS	\$0	\$0	
Pumping Plants	0	LS	\$0	\$0	
Project Drainage	0	LS	\$0	\$0	
				\$0	
Subtotal Drainage:				\$0	

* Reference sketch showing typical pavement structural section elements of the roadway. Include (if available) T.I., R-Value and date when tests were performed.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: AuxLane PM 15.48 to 15.79
 EA: 06-0Q431
 Program Code: 400.100

<u>Section 4 - Specialty Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Fence (Type Chain Link)	2,000	FT	\$7	\$14,000	
Noise Barriers	0	EA	\$0	\$0	
Barriers and Guardrails	0	LF	\$0	\$0	
Street Lights	2	EA	\$10,000	\$20,000	
Water Pollution Control	1	LS	\$15,000	\$15,000	
3-wire underground electrical	500	LF	\$25	\$12,500	
Environmental Compliance	0	LS	\$0		
Resident Engineer Office Space	1	LS	\$25,000	\$25,000	
				\$0	
			Subtotal Specialty Items:		\$86,500
<u>Section 5 - Traffic Items</u>					
Portable CMS	1	LS	\$8,000	\$8,000	
Maintain Traffic	1	LS	\$15,000	\$15,000	
Public Information (Press release, etc)	1	LS	\$2,000	\$2,000	
Construction Area Signs	1	LS	\$5,500	\$5,500	
Traffic Delineation	1	LS	\$18,000	\$18,000	
Traffic Control Systems	1	LS	\$4,000	\$4,000	
Electronic items	1	LS	\$0	\$0	
Temporary Rail (Type K)	2,000	LF	\$40	\$80,000	
Staging	0	LS	\$0	\$0	
				\$0	
			Subtotal Traffic Items:		\$132,500

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: AuxLane PM 15.48 to 15.79
 EA: 06-0Q431
 Program Code: 400.100

II. ROADSIDE ITEMS

<u>Section 6 Planting and Irrigation</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Highway Planting	0	LS	\$0	\$0	
Replacement Planting	0	LS	\$0	\$0	
Irrigation Modification	0	LS	\$0	\$0	
Relocate Existing Irrigation	0	LS	\$0	\$0	
Facilities	0	LS	\$0	\$0	
Irrigation Crossovers	0	LS	\$0	\$0	
				\$0	
Subtotal Planting and Irrigation Section:					\$0

<u>Section 7: Roadside Management and Safety Section</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Vegetation Control Treatments	0	LS	\$0	\$0	
Gore Area Pavement	0	LS	\$0	\$0	
Pavement beyond the gore area	0	LS	\$0	\$0	
Miscellaneous Paving	0	LS	\$0	\$0	
Erosion Control	1	ACRES	\$10,000	\$5,000	
Slope Protection	0	LS	\$0	\$0	
Side Slopes/Embankment Slopes	0	LS	\$0	\$0	
Maintenance Vehicle Pull outs					
Off-freeway Access (gates, stairways, etc.)					
Roadside Facilities (Vista Points, Transit, Park & Ride, etc)	0	LS	\$0	\$0	
Relocating roadside facilities/features	0	LS	\$0	\$0	
				\$0	
Subtotal Roadside Management and Safety Section:					\$5,000

TOTAL SECTIONS 1 thru 7 \$544,452

NOTE: Extra lines are provided for items not listed; use additional lines as appropriate.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: AuxLane PM 15.48 to 15.79
 EA: 06-0Q431
 Program Code: 400.100

III. ROADWAY ADDITIONS

Section 8 - Minor Items

				<u>Item Cost</u>	<u>Section Cost</u>
(Subtotal Sections 1 thru 7)	<u>\$544,452</u>	x	<u>0.05</u> (5 to 10%)	=	<u>\$27,223</u>
					TOTAL Minor Items: <u>\$27,223</u>

Section 9 - Roadway Mobilization

(Subtotal Sections 1 thru 8)	<u>\$571,675</u>	x	<u>0.10</u> (10%)	=	<u>\$57,167</u>
					TOTAL Roadway Mobilization: <u>\$57,167</u>

Section 10 - Supplemental Work & Contingencies

Supplemental Work

(Subtotal Sections 1 thru 8)	<u>\$571,675</u>	x	<u>0.10</u> (5 to 10%)	=	<u>\$57,167</u>
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Contingencies

(Subtotal Sections 1 thru 8)	<u>\$571,675</u>	x	<u>0.10</u> (**20%)	=	<u>\$57,167</u>
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Supplemental Work & Contingencies: \$114,335

TOTAL ROADWAY ADDITIONS Sections 8 thru 10: \$198,725

TOTAL ROADWAY ITEMS: \$743,177

(Subtotal Sections 1 thru 10)

Estimate Prepared by: _____

(Print or Type Name)

Phone: _____

0/0/00

(Date)

Estimate Checked by: _____

(Print or Type Name)

Phone: _____

0/0/00

(Date)

**Use appropriate percentage per PDPM, Part 3 Chapter 20.
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm> - pdpm

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: AuxLane PM 15.48 to 15.79
 EA: 06-0Q431
 Program Code: 400.100

II. STRUCTURE ITEMS

	STRUCTURE			
	No. 1	No. 2	No. 3	
Bridge Name	_____	_____	_____	
Structure Type	_____	_____	_____	
Width (out to out) - (ft)	_____	_____	_____	
Span Length - (ft)	0	0	0	
Total Area - ft ²	0	0	0	
Footing Type (pile/spread)	0	0	0	
Cost per ft ²	0	0	0	
(incl. 10 % mobilization and 20 % contingency)				
Total Cost for Structure	\$0	\$0	\$0	
SUBTOTAL STRUCTURES ITEMS				\$0
(Sum of Total Cost for Structures)				

Railroad Related Costs (Not incl. in R/W Est)	_____	_____	_____	\$0
	_____	_____	_____	\$0
SUBTOTAL RAILROAD ITEMS				\$0
TOTAL STRUCTURES ITEMS				\$0
(Sum of Structures items plus Railroad Items)				

COMMENTS:

Estimate Prepared by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

(If appropriate, attach additional pages as backup)

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: AuxLane PM 15.48 to 15.79
 EA: 06-0Q431
 Program Code: 400,100.

III. RIGHT OF WAY ITEMS

No. of years for Escalation = ██████████

	Current Values	Rate (%)	Escalation Factor	Escalated Values
A. Acquisition, including excess lands, damages to remainder(s) and Goodwill	\$0	25.0	1.25	\$0
B. Utility Relocation (State Share)	\$10,000	25.0	3.08	\$30,833
C. Relocation Assistance	\$0	25.0	1.08	\$0
D. Clearance/Demolition	\$0	25.0	1.25	\$0
E. Title and Escrow Fees	\$0	25.0	1.25	\$0
TOTAL RIGHT OF WAY** ITEMS=	\$10,000			\$30,833 (Escalated Value)

Anticipated Date of Right-of-Way Certification: 2016/17 FY
 (Date to which Values are Escalated)

F. Construction Contract Work

Brief Description of Work

Right of Way Branch Cost Estimate for Work* \$0

* This dollar amount is to be included in the Roadway and/or Structures Items of Work, as appropriate. Do not include in Right of Way Items

COMMENTS:

Estimate Prepared by: _____

(Print or Type Name)

Phone: _____

0/0/00
(Date)

(If appropriate, attach additional pages and backup including Right of Way Data Sheet and Environmental Mitigation and Compliance Cost Estimate Sheet).

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190/Main St. PM 16.54
 EA: 06-0Q431
 Program Code: 400.100

PROJECT DESCRIPTION:

Limits: Main Street Partial Interchange ramp terminals.

Proposed Improvement:
 (Scope of Work) Construct an eastbound of ramp right-turn lane, handicap ramps, and signalize the eastbound off ramp as well as the westbound on ramp termini.

Alternative:

SUMMARY OF PROJECT COST ESTIMATE

TOTAL ROADWAY ITEMS	Total of Sections 1-10 round nearest 1k	\$ 702,000
TOTAL STRUCTURES ITEMS		\$ 0
SUBTOTAL CONSTRUCTION COSTS		\$ 702,000
TOTAL RIGHT OF WAY ITEMS (Not Escalated)		\$ 13,000
TOTAL PROJECT CAPITAL OUTLAY COSTS		\$ 715,000

Reviewed by District Program Manager:	(Signature)	(Date)
Approved by Project Manager:	(Signature)	(Date)
Phone Number:		

Form revised 12/01/09

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190/Main St. PM 16.54
 EA: 06-0Q431
 Program Code: 400.100

I. ROADWAY ITEMS

<u>Section 1 - Earthwork</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Roadway Excavation	370	CY	\$35	\$12,950	
Imported Borrow		CY	\$0	\$0	
Clearing & Grubbing	1	LS	\$6,000	\$6,000	
Develop Water Supply	1	LS	\$3,000	\$3,000	
Survey Monuments	1	LS	\$1,000	\$1,000	
Rounding (Contour Grading)			\$0	\$0	
			\$0	\$0	
			Subtotal Earthwork:		\$22,950
 <u>Section 2 - Pavement Structural Section*</u>					
Hot Mix Asphalt Concrete	300	Ton	\$150	\$45,000	
Remove AC surfacing	2,400	FT ²	\$5	\$12,000	
Class 2 Aggregate Base	201	CY	\$100	\$20,100	
Handicap Ramp and Minor Concrete	1	LS	\$9,000	\$9,000	
				\$0	
			Subtotal Pavement Structural Section:		\$86,100
 <u>Section 3 - Drainage</u>					
Large Drainage Facilities	0	LS	\$0	\$0	
Storm Drains	0	LS	\$0	\$0	
Pumping Plants	0	LS	\$0	\$0	
Project Drainage	0	LS	\$0	\$0	
				\$0	
			Subtotal Drainage:		\$0

* Reference sketch showing typical pavement structural section elements of the roadway. Include (if available) T.I., R-Value and date when tests were performed.

PSR-PDS COST ESTIMATE



Dis-Co-Rte: 00-Tul-190
 PM: SR190/Main St. PM 16.54
 EA: 06-0Q431
 Program Code: 400.100

<u>Section 4 - Specialty Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Retaining Walls	0	SF	\$0	\$0	
Noise Barriers	0	EA	\$0	\$0	
Barriers and Guardrails	0	LF	\$0	\$0	
Intersection Signalization	2	LS	\$170,000	\$340,000	
Water Pollution Control	1	LS	\$25,000	\$25,000	
Hazardous Waste Investigation and/or Mitigation Work	0	LS	\$0	\$0	
Environmental Compliance	0	LS	\$0	\$0	
Resident Engineer Office Space	1	LS	\$25,000	\$25,000	
				\$0	
				Subtotal Specialty Items:	\$390,000
<hr/>					
<u>Section 5 - Traffic Items</u>					
Portable CMS	1	LS	\$4,500	\$4,500	
Maintain Traffic	1	LS	\$6,000	\$6,000	
Public Information (Press release, etc)	1	LS	\$2,000	\$2,000	
Construction Area Signs	1	LS	\$5,500	\$5,500	
Traffic Delineation	1	LS	\$10,000	\$10,000	
Traffic Control Systems	1	LS	\$1,800	\$1,800	
Electronic Items	1	LS	\$6,000	\$6,000	
Temporary Detection System	0	LS	\$0	\$0	
Staging	0	LS	\$0	\$0	
				\$0	
				Subtotal Traffic Items:	\$36,800

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190/Main St. PM 16.54
 EA: 06-0Q431
 Program Code: 400.100

II. ROADSIDE ITEMS

<u>Section 6 Planting and Irrigation</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Highway Planting	0	LS	\$0	\$0	
Replacement Planting	0	LS	\$0	\$0	
Irrigation Modification	0	LS	\$0	\$0	
Relocate Existing Irrigation Facilities	0	LS	\$0	\$0	
Irrigation Crossovers	0	LS	\$0	\$0	
				\$0	
Subtotal Planting and Irrigation Section:					\$0

<u>Section 7: Roadside Management and Safety Section</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Vegetation Control Treatments	0	LS	\$0	\$0	
Gore Area Pavement	0	LS	\$0	\$0	
Pavement beyond the gore area	0	LS	\$0	\$0	
Miscellaneous Paving	0	LS	\$0	\$0	
Erosion Control	0	ACRES	\$0	\$0	
Slope Protection	0	LS	\$0	\$0	
Side Slopes/Embankment Slopes	0	LS	\$0	\$0	
Maintenance Vehicle Pull outs					
Off-freeway Access (gates, stairways, etc.)					
Roadside Facilities (Vista Points, Transit, Park & Ride, etc)	0	LS	\$0	\$0	
Relocating roadside facilities/features	0	LS	\$0	\$0	
				\$0	
Subtotal Roadside Management and Safety Section:					\$0

TOTAL SECTIONS 1 thru 7 \$534,850

NOTE: Extra lines are provided for items not listed; use additional lines as appropriate.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190/Main St. PM 16.54
 EA: 06-0Q431
 Program Code: 400.100

II. STRUCTURE ITEMS

	STRUCTURE		
	No. 1	No. 2	No. 3
Bridge Name	_____	_____	_____
Structure Type	_____	_____	_____
Width (out to out) - (ft)	_____	_____	_____
Span Length - (ft)	0	0	0
Total Area - ft ²	0	0	0
Footing Type (pile/spread)	0	0	0
Cost per ft ²	0	0	0
(incl. 10 % mobilization and 20 % contingency)			
Total Cost for Structure	\$0	\$0	\$0

SUBTOTAL STRUCTURES ITEMS \$0
 (Sum of Total Cost for Structures)

Railroad Related Costs (Not incl. in R/W Est)	_____	_____	_____	\$0
	_____	_____	_____	\$0

SUBTOTAL RAILROAD ITEMS \$0

TOTAL STRUCTURES ITEMS \$0

(Sum of Structures items plus Railroad Items)

COMMENTS:

Estimate Prepared by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

(If appropriate, attach additional pages as backup)

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190/Main St. PM 16.54
 EA: 06-0Q431
 Program Code: 400.100

III. RIGHT OF WAY ITEMS

No. of years for Escalation = ██████████

	Current Values	Rate (%)	Escalation Factor	Escalated Values
A. Acquisition, including excess lands, damages to remainder(s) and Goodwill	\$0	5.0	1.00	\$0
B. Utility Relocation (State Share)	\$13,000	5.0	1.00	\$13,000
C. Relocation Assistance	\$0	5.0	1.00	\$0
D. Clearance/Demolition	\$0	7.0	1.00	\$0
E. Title and Escrow Fees	\$0	4.0	1.00	\$0
TOTAL RIGHT OF WAY** ITEMS=	\$13,000			\$13,000 (Escalated Value)

Anticipated Date of Right of Way Certification: 0/0/00
 (Date to which Values are Escalated)

F. Construction Contract Work

Brief Description of Work

Right of Way Branch Cost Estimate for Work' \$0

* This dollar amount is to be included in the Roadway and/or Structures Items of Work, as appropriate. Do not include in Right of Way Items

COMMENTS:

Estimate Prepared by: _____

(Print or Type Name)

Phone: _____

0/0/00
(Date)

(If appropriate, attach additional pages and backup including Right of Way Data Sheet and Environmental Mitigation and Compliance Cost Estimate Sheet).

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
PM: SR190 PlanoSt. PM 16.97
EA: 06-0Q431
Program Code: 400.100

PROJECT DESCRIPTION:

Limits: State Route 190/Plano Street intersection.

Proposed Improvement: (Scope of Work) Signalized at-grade intersection at Route 190 with dual left-turn lanes on all approaches, provide curb-gutter, and sidewalk. Widen Plano St. from 2 lanes to 4 lanes.

Alternative:

SUMMARY OF PROJECT COST ESTIMATE

TOTAL ROADWAY ITEMS	Total of Sections 1-10 round nearest 100K	\$ 7,300,000
TOTAL STRUCTURES ITEMS		\$ 0
	SUBTOTAL CONSTRUCTION COSTS	\$ 7,300,000
	TOTAL RIGHT OF WAY ITEMS (Not Escalated)	\$ 250,000
	TOTAL PROJECT CAPITAL OUTLAY COSTS	\$ 7,550,000

Reviewed by
District Program Manager:

(Signature) (Date)

Approved by Project Manager:

(Signature) (Date)

Phone Number:

Form revised 12/01/09

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190 PlanoSt. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

I. ROADWAY ITEMS

<u>Section 1 - Earthwork</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Roadway Excavation	26,350	CY	\$20	\$527,000	
Imported Borrow	15,000	CY	\$15	\$225,000	
Clearing & Grubbing	1	LS	\$48,000	\$48,000	
Remove AC Surfacing	0	SQFT	\$0.00	\$0	
Time Related Overhead	150	DAY	\$2,000	\$300,000	
Rounding (Contour Grading)			\$0	\$0	
			\$0	\$0	
			Subtotal Earthwork:		\$1,100,000
 <u>Section 2 - Pavement Structural Section*</u>					
Hot Mix Asphalt Concrete	18,700	Ton	\$75	\$1,402,500	
Minor Concrete	590	CY	\$450	\$265,500	
Class 2 Aggregate Base	12,950	CY	\$32	\$414,400	
Overlay Existing Pavement	3,350	TON	\$75	\$251,250	
				\$0	
			Subtotal Pavement Structural Section:		\$2,333,650
 <u>Section 3 - Drainage</u>					
Large Drainage Facilities	0	LS	\$0	\$0	
18" Alternative Pipe Culvert	0	FT	\$0	\$0	
24" Alternative Pipe Culvert	0	FT	\$0	\$0	
32" Alternative Pipe Culvert	0	FT	\$0	\$0	
12" PVC Water Main	0	FT	\$0	\$0	
Drainage Inlets	0	EA	\$0	\$0	
10" Sanitary Sewer Pipe	0	FT	\$0	\$0	
				\$0	
			Subtotal Drainage:		\$0

* Reference sketch showing typical pavement structural section elements of the roadway. Include (if available) T.I., R-Value and date when tests were performed.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190 PlanoSt. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

<u>Section 4 - Specialty Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Remove Fence	1,500	FT	\$5	\$7,500	
Fence (Chain Link, Type CL-6)	2,800	FT	\$20	\$56,000	
Concrete Barrier (Type 60C)	0	LF	\$0	\$0	
Concrete Barrier (Type 736)	0	LF	\$0	\$0	
Metal Beam Guardrail (Steel Post)	0	LF	\$0	\$0	
Water Pollution Control	1	LS	\$40,000	\$40,000	
Environmental Compliance	0	LS	\$0		
Resident Engineer Office	1	LS	\$25,000	\$25,000	
3-wire Buried Electrical	2,000	LF	\$25	\$50,000	
Street Lights	8	EA	\$10,000	\$80,000	
Intersection Signalization	1	LS	\$250,000	\$250,000	
				\$0	
			Subtotal Specialty Items:		\$508,500
<u>Section 5 - Traffic Items</u>					
Portable CMS	1	LS	\$16,000	\$16,000	
Maintain Traffic	1	LS	\$15,000	\$15,000	
Public Information (Press release, etc)	1	LS	\$5,000	\$5,000	
Construction Area Signs	1	LS	\$5,500	\$5,500	
Traffic Delineation	1	LS	\$40,000	\$40,000	
Traffic Control Systems	1	LS	\$50,000	\$50,000	
Temporary Railing (Type K)	0	LS	\$0	\$0	
Electronic Items	1	LS	\$275,000	\$275,000	
Temporary Detection System	0	LS	\$0	\$0	
Staging	0	LS	\$0	\$0	
				\$0	
			Subtotal Traffic Items:		\$406,500

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190 PlanoSt. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

II. ROADSIDE ITEMS

<u>Section 6 Planting and Irrigation</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Highway Planting	0	LS	\$0	\$0	
Replacement Planting	0	LS	\$0	\$0	
Irrigation Modification	0	LS	\$0	\$0	
Relocate Existing Irrigation	0	LS	\$0	\$0	
Facilities	0	LS	\$0	\$0	
Irrigation Crossovers	0	LS	\$0	\$0	
				\$0	
				Subtotal Planting and Irrigation Section:	\$0

<u>Section 7: Roadside Management and Safety Section</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Vegetation Control Treatments	1	LS	\$20,000	\$20,000	
Gore Area Pavement	0	LS	\$0	\$0	
Pavement beyond the gore area	0	LS	\$0	\$0	
Miscellaneous Paving	0	LS	\$0	\$0	
Erosion Control	3	ACRES	\$10,000	\$30,000	
Temporary BMS	1	LS	\$300,000	\$300,000	
Side Slopes/Embankment Slopes	0	LS	\$0	\$0	
Maintenance Vehicle Pull outs					
Off-freeway Access (gates, stairways, etc.)					
Roadside Facilities (Vista Points, Transit, Park & Ride, etc)	0	LS	\$0	\$0	
Relocating roadside facilities/features	0	LS	\$0	\$0	
				\$0	
				Subtotal Roadside Management and Safety Section:	\$350,000

TOTAL SECTIONS 1 thru 7 \$4,698,650

NOTE: Extra lines are provided for items not listed; use additional lines as appropriate.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190 PlanoSt. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

III. ROADWAY ADDITIONS

Section 8 - Minor Items

				<u>Item Cost</u>	<u>Section Cost</u>
(Subtotal Sections 1 thru 7)	<u>\$4,698,650</u>	x	<u>0.10</u> (5 to 10%)	=	<u>\$469,865</u>
					TOTAL Minor Items: <u>\$469,865</u>

Section 9 - Roadway Mobilization

(Subtotal Sections 1 thru 8)	<u>\$5,168,515</u>	x	<u>0.10</u> (10%)	=	<u>\$516,852</u>
					TOTAL Roadway Mobilization: <u>\$516,852</u>

Section 10 - Supplemental Work & Contingencies

Supplemental Work

(Subtotal Sections 1 thru 8)	<u>\$5,168,515</u>	x	<u>0.10</u> (5 to 10%)	=	<u>\$516,852</u>
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Contingencies

(Subtotal Sections 1 thru 8)	<u>\$5,168,515</u>	x	<u>0.20</u> (**20%)	=	<u>\$1,033,703</u>
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Supplemental Work & Contingencies: \$1,550,555

TOTAL ROADWAY ADDITIONS Sections 8 thru 10: \$2,537,271

TOTAL ROADWAY ITEMS: \$7,235,921

(Subtotal Sections 1 thru 10)

Estimate Prepared
by: _____

(Print or Type Name)

Phone: _____ 0/0/00
(Date)

Estimate Checked by: _____

(Print or Type Name)

Phone: _____ 0/0/00
(Date)

**Use appropriate percentage per PDPM, Part 3 Chapter 20.
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm> - pdpm

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190 PlanoSt. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

II. STRUCTURE ITEMS

	STRUCTURE			
	No. 1	No. 2	No. 3	
Bridge Name	_____	_____	_____	
Structure Type	_____	_____	_____	
Width (out to out) - (ft)	_____	_____	_____	
Span Length - (ft)	0	0	0	
Total Area - ft ²	0	0	0	
Footing Type (pile/spread)	0	0	0	
Cost per ft ²	0	0	0	
(incl. 10 % mobilization and 20 % contingency)				
Total Cost for Structure	\$0	\$0	\$0	
SUBTOTAL STRUCTURES ITEMS				\$0
(Sum of Total Cost for Structures)				

Railroad Related Costs (Not incl. in R/W Est)	_____	_____	_____	\$0
	_____	_____	_____	\$0
SUBTOTAL RAILROAD ITEMS				\$0
TOTAL STRUCTURES ITEMS				\$0
(Sum of Structures items plus Railroad Items)				

COMMENTS:

Estimate Prepared by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

(If appropriate, attach additional pages as backup)

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: SR190 PlanoSt. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

III. RIGHT OF WAY ITEMS

No. of years for Escalation = ██████████

	Current Values	Rate (%)	Escalation Factor	Escalated Values
A. Acquisition, including excess lands, damages to remainder(s) and Goodwill	\$0	25.0	1.25	\$0
B. Utility Relocation (State Share)	\$150,000	25.0	1.25	\$187,500
C. Relocation Assistance		25.0	1.25	\$0
D. Clearance/Demolition	\$100,000	25.0	1.25	\$125,000
E. Title and Escrow Fees	\$0	25.0	1.25	\$0
TOTAL RIGHT OF WAY** ITEMS=	\$250,000			\$312,500 (Escalated Value)

Anticipated Date of Right of Way Certification: 0/0/00
 (Date to which Values are Escalated)

F. Construction Contract Work

Brief Description of Work

Right of Way Branch Cost Estimate for Work \$0

* This dollar amount is to be included in the Roadway and/or Structures Items of Work, as appropriate. Do not include in Right of Way Items

COMMENTS:

Estimate Prepared by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

(If appropriate, attach additional pages and backup including Right of Way Data Sheet and Environmental Mitigation and Compliance Cost Estimate Sheet).

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Plano St. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

PROJECT DESCRIPTION:

Limits: State Route 190/Plano Street intersection.

Proposed Improvement:
 (Scope of Work) Construct a 4 lane roadway with 14 foot median, and a roundabout at Route 190/Plano intersection.

Alternative:

SUMMARY OF PROJECT COST ESTIMATE

TOTAL ROADWAY ITEMS	Total of Sections 1-10 round nearest 100K	\$ 6,500,000
TOTAL STRUCTURES ITEMS		\$ 0
SUBTOTAL CONSTRUCTION COSTS		\$ 6,500,000
TOTAL RIGHT OF WAY ITEMS (Not Escalated) round nearest 10K		\$ 540,000
TOTAL PROJECT CAPITAL OUTLAY COSTS		\$ 7,040,000

Reviewed by
 District Program Manager:

 (Signature) (Date)

Approved by Project Manager:

 (Signature) (Date)

Phone Number:

Form revised 12/01/09

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tuj-190
 PM: Plano St. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

I. ROADWAY ITEMS

<u>Section 1 - Earthwork</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Roadway Excavation	26,000	CY	\$15	\$390,000	
Imported Borrow	0	CY	\$0	\$0	
Clearing & Grubbing	1	LS	\$100,000	\$100,000	
Develop Water Supply	1	LS	\$6,000	\$6,000	
Time Related Overhead	240	DAY	\$1,500	\$360,000	
			\$0	\$0	
			Subtotal Earthwork:		\$856,000
<u>Section 2 - Pavement Structural Section*</u>					
Hot Mix Asphalt Concrete	15,000	Ton	\$75	\$1,125,000	
Minor Concrete	2,800	CY	\$450	\$1,260,000	
Class 2 Aggregate Base	13,000	CY	\$35	\$455,000	
Edge Drains	0	FT	\$0	\$0	
				\$0	
			Subtotal Pavement Structural Section:		\$2,840,000
<u>Section 3 - Drainage</u>					
Large Drainage Facilities	0	LS	\$0	\$0	
Storm Drains	0	LS	\$0	\$0	
Pumping Plants	0	LS	\$0	\$0	
Project Drainage	0	LS	\$0	\$0	
				\$0	
			Subtotal Drainage:		\$0

* Reference sketch showing typical pavement structural section elements of the roadway. Include (if available) T.I., R-Value and date when tests were performed.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Plano St. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

<u>Section 4 - Specialty Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Retaining Walls	0	SF	\$0	\$0	
Noise Barriers	0	EA	\$0	\$0	
Barriers and Guardrails	0	LF	\$0	\$0	
Equipment/Animal Passes	0	EA	\$0	\$0	
Water Pollution Control	1	LS	\$125,000	\$125,000	
Hazardous Waste Investigation and/or Mitigation Work	0	LS	\$0	\$0	
Environmental Compliance	0	LS	\$0	\$0	
Resident Engineer Office Space	1	LS	\$25,000	\$25,000	
				\$0	
			Subtotal Specialty Items:		\$150,000
<hr/>					
<u>Section 5 - Traffic Items</u>					
Portable CMS	1	LS	\$8,000	\$8,000	
Maintain Traffic	1	LS	\$15,000	\$15,000	
Public Information (Press release, etc)	1	LS	\$2,000	\$2,000	
Construction Area Signs	1	LS	\$5,500	\$5,500	
Traffic Delineation	1	LS	\$39,000	\$39,000	
Traffic Control Systems	1	LS	\$20,000	\$20,000	
Electronic Items	1	LS	\$175,000	\$175,000	
Temporary Detection System	0	LS	\$0	\$0	
Staging	0	LS	\$0	\$0	
				\$0	
			Subtotal Traffic Items:		\$264,500

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Plano St. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

II. ROADSIDE ITEMS

<u>Section 6 Planting and Irrigation</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Highway Planting	0	LS	\$0	\$0	
Replacement Planting	0	LS	\$0	\$0	
Irrigation Modification	0	LS	\$0	\$0	
Relocate Existing Irrigation	0	LS	\$0	\$0	
Facilities	0	LS	\$0	\$0	
Irrigation Crossovers	0	LS	\$0	\$0	
				\$0	
				Subtotal Planting and Irrigation Section:	\$0

<u>Section 7: Roadside Management and Safety Section</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Cost</u>	<u>Section Cost</u>
Vegetation Control Treatments	0	LS	\$0	\$0	
Gore Area Pavement	0	LS	\$0	\$0	
Pavement beyond the gore area	0	LS	\$0	\$0	
Miscellaneous Paving	0	LS	\$0	\$0	
Erosion Control	8	ACRES	\$12,500	\$100,000	
Slope Protection	0	LS	\$0	\$0	
Side Slopes/Embankment Slopes	0	LS	\$0	\$0	
Maintenance Vehicle Pull outs					
Off-freeway Access (gates, stairways, etc.)					
Roadside Facilities (Vista Points, Transit, Park & Ride, etc)	0	LS	\$0	\$0	
Relocating roadside facilities/features	0	LS	\$0	\$0	
				\$0	
				Subtotal Roadside Management and Safety Section:	\$100,000

TOTAL SECTIONS 1 thru 7 \$4,210,500

NOTE: Extra lines are provided for items not listed; use additional lines as appropriate.

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Plano St. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

III. ROADWAY ADDITIONS

Section 8 - Minor Items

				<u>Item Cost</u>	<u>Section Cost</u>
(Subtotal Sections 1 thru 7)	<u>\$4,210,500</u>	x	<u>0.10</u> (5 to 10%)	=	<u>\$421,050</u>
					TOTAL Minor Items: <u>\$421,050</u>

Section 9 - Roadway Mobilization

(Subtotal Sections 1 thru 8)	<u>\$4,631,550</u>	x	<u>0.10</u> (10%)	=	<u>\$463,155</u>
					TOTAL Roadway Mobilization: <u>\$463,155</u>

Section 10 - Supplemental Work & Contingencies

Supplemental Work

(Subtotal Sections 1 thru 8)	<u>\$4,631,550</u>	x	<u>0.10</u> (5 to 10%)	=	<u>\$463,155</u>
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Contingencies

(Subtotal Sections 1 thru 8)	<u>\$4,631,550</u>	x	<u>0.20</u> (**20%)	=	<u>\$926,310</u>
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Supplemental Work & Contingencies: \$1,389,465

TOTAL ROADWAY ADDITIONS Sections 8 thru 10: \$2,273,670

TOTAL ROADWAY ITEMS: \$6,484,170

(Subtotal Sections 1 thru 10)

Estimate Prepared by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

Estimate Checked by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

**Use appropriate percentage per PDPM, Part 3 Chapter 20.
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm> - pdpm

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Plano St. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

II. STRUCTURE ITEMS

	STRUCTURE		
	No. 1	No. 2	No. 3
Bridge Name			
Structure Type			
Width (out to out) - (ft)			
Span Length - (ft)	0	0	0
Total Area - ft ²	0	0	0
Footing Type (pile/spread)	0	0	0
Cost per ft ²	0	0	0
(incl. 10 % mobilization and 20 % contingency)			
Total Cost for Structure	\$0	\$0	\$0

SUBTOTAL STRUCTURES ITEMS \$0
 (Sum of Total Cost for Structures)

Railroad Related Costs (Not incl. in R/W Est)	<u> </u>	<u> </u>	<u> </u>	<u> </u> \$0
	<u> </u>	<u> </u>	<u> </u>	<u> </u> \$0
				<u> </u> \$0

TOTAL STRUCTURES ITEMS \$0
 (Sum of Structures items plus Railroad Items)

COMMENTS:

Estimate Prepared by: _____ Phone: _____ 0/0/00
 (Print or Type Name) (Date)

(If appropriate, attach additional pages as backup)

PSR-PDS COST ESTIMATE



Dist-Co-Rte: 00-Tul-190
 PM: Plano St. PM 16.97
 EA: 06-0Q431
 Program Code: 400.100

III. RIGHT OF WAY ITEMS

No. of years for Escalation = ██████████

	Current Values	Rate (%)	Escalation Factor	Escalated Values
A. Acquisition, including excess lands, damages to remainder(s) and Goodwill	\$250,000	25.0	1.25	\$312,500
B. Utility Relocation (State Share)	\$200,000	25.0	1.25	\$250,000
C. Relocation Assistance	\$0	25.0	1.25	\$0
D. Clearance/Demolition	\$84,000	25.0	1.25	\$105,000
E. Title and Escrow Fees	\$0	25.0	1.25	\$0
TOTAL RIGHT OF WAY** ITEMS=	\$534,000			\$667,500 (Escalated Value)

Anticipated Date of Right of Way Certification: 0/0/00
 (Date to which Values are Escalated)

F. Construction Contract Work

Brief Description of Work

Right of Way Branch Cost Estimate for Work* \$0

* This dollar amount is to be included in the Roadway and/or Structures Items of Work, as appropriate. Do not include in Right of Way Items

COMMENTS:

Estimate Prepared by: _____

(Print or Type Name)

Phone: _____

0/0/00
(Date)

(If appropriate, attach additional pages and backup including Right of Way Data Sheet and Environmental Mitigation and Compliance Cost Estimate Sheet).

LEVEL 2 RISK REGISTER				Project Name:	SR 190 Operational Improvement			DIST- EA	06-0Q431	Project Manager	Garth Fe	
Risk Identification							Risk Assessment					
Status	ID #	Type	Category	Title	Risk Statement	Current status/assumptions	Probability	Cost Impact	Cost Score	Time Impact	Time Score	
Active	1	Threat	Environmental	Cultural Resources	If previously unknown cultural resources are encountered during PA&ED, the cost and schedule for environmental compliance could be adversely impacted.	low to moderate sensitivity for the existence of cultural resources	2-Low	8 -High		8 -High		
Active	2	Threat	Environmental	Poplar Ditch	If design changes and impacts to the poplar ditch occur during PA&ED, additional studies, permits, and time may be required.	No work is currently planned in Poplar Ditch	3-Moderate	4 -Moderate	12	4 -Moderate	12	
Active	3	Opportunity	Environmental	Plano Street	If the project excluded work at Plano Street, the environmental document could be reconsidered, which could result in a reduced schedule.	Work at Plano street is included in project. One property at this location is on the Corfese List. For that reason, the anticipated environmental document is a Focused Initial Study with Negative Declaration.	3-Moderate	4 -Moderate	12	8 -High		
Active	4	Threat	Organizational	PSR(PDS) Format	Due to the lack of detail study during the PID phase, more alternatives/scope are identified during PA&ED which require additional studies.	PSR (PDS) format is a streamlined format and design alternatives have not been extensively studied at PSR phase	2-Low	4 -Moderate	8	4 -Moderate	8	

EXHIBIT F

Hernandez				
Risk Response				
Rationale	Strategy	Response Actions	Risk Owner	Updated
	Avoid	If risk is triggered, a course of action will be determined at that time	Environmental	1/16/2014
	Avoid	Avoid impacts to Poplar ditch	Environmental	1/16/2014
	Accept	At this time, the location will not be pulled out of this project	Environmental	1/16/2014
	Accept	Design concepts/alternatives will be assessed early in the PA&ED phase to determine if additional scope/alternatives are required	Design	1/16/2014

COOPERATIVE AGREEMENT

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Porterville, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, project approval and environmental document (PA & ED) for operational improvements at four locations on State Route (SR) 190 including; westbound auxiliary lane from SR 65 to Jaye Street, intersection improvements at SR 190 and Westwood, and intersection improvements at SR 190 and Plano, and Main Street ramp termini improvements will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress
 - CALTRANS developed the Project Initiation Document (Cooperative Agreement No. 06-1577).
6. In this Agreement capitalized words represent defined terms and acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

8. CITY is SPONSOR for 100% of PROJECT.

9. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.
10. CALTRANS is IMPLEMENTING AGENCY for PA&ED.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.

SCOPE

Scope: General

13. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
14. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
15. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
16. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
17. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
18. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

19. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.
20. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
21. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
22. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

23. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
24. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
26. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

27. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
28. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
29. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
30. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
31. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

32. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
33. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
34. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
35. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
36. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.

37. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

39. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
40. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
41. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
42. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
43. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

44. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.

Scope: Environmental Permits, Approvals and Agreements

45. PARTNERS have determined that there are no environmental permits, approvals or agreements necessary for PROJECT. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

Scope: Project Approval and Environmental Document (PA&ED)

46. CALTRANS is the CEQA lead agency for PROJECT. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
47. Any PARTNER involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including the guidance provided in the Standard Environmental Reference (SER) available at www.dot.ca.gov/ser.
48. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for PROJECT. CALTRANS is responsible for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
49. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the Standard Environmental Reference (SER) available at www.dot.ca.gov/ser).
50. CALTRANS will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
51. CALTRANS will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
52. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.
53. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials,

determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

54. CALTRANS will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
55. CALTRANS will prepare, publicize, and circulate all NEPA-related public notices. CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
56. The CEQA lead agency will attend all CEQA-related public meetings.
57. CALTRANS will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.
58. The NEPA lead agency will attend all NEPA-related public meetings.
59. CALTRANS will plan, schedule, prepare materials for, and host all NEPA-related public meetings.
60. If a PARTNER who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that PARTNER must clearly state its role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the appropriate lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

61. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

COST

Cost: General

62. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this Agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

63. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
64. If CITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
65. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
66. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
67. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
68. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.

69. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

70. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
71. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
72. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
73. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
74. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
75. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
76. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
77. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
78. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.

79. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

80. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
81. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
82. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
83. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

84. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

85. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

86. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

Cost: Project Approval and Environmental Document (PA&ED)

87. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is an OBLIGATIONS cost.
88. The cost to plan, schedule, prepare materials for, and host all CEQA and NEPA-related public hearings is an OBLIGATIONS cost.

SCHEDULE

89. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

90. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
91. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
92. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

93. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this Agreement.
94. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
95. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
96. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
97. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
98. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
99. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
100. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach

a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

101. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
102. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
103. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
104. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
105. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
106. Partners agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated, modified in writing by mutual agreement, or expire by the statute of limitations.
107. The following documents are attached to, and made an express part of this Agreement:
SCOPE SUMMARY.

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts, and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this Agreement.

OMB (Office of Management and Budget) – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.

- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Guideline requirements.

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Workplan Standards Guide for the Delivery of Capital Projects* available at www.dot.ca.gov/hq/projmgmt/guidance.htm.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

DFM (Department Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Garth Fernandez, Project Manager
2015 E Shields, Suite 100
Fresno, California 93721
Office Phone: (559) 243-8012

The primary Agreement contact person for CITY is:

Mike Reed, City Engineer
291 N. Main Street
Porterville, CA 93257
Office Phone: (559) 782-7462

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Sharri Bender-Ehlert
District Director

CERTIFIED AS TO FUNDS:

By: _____
Bill Etherton
Budget Manager

CITY OF PORTERVILLE

By: _____
Virginia Gurrola
Mayor

ATTEST:

By: _____
John D. Lollis
City Manager

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Julia Lew
City Attorney

SCOPE SUMMARY

4	5	6	7	8	Description	CT	C	N/A
2	160				Perform Preliminary Engineering Studies and Draft Project Report	X		
2	165				Perform Environmental Studies and Prepare Draft Environmental Document	X		
2	170	05			Required permits	X		
2	170	15			Railroad Agreements	X		
2	170	20			Freeway Agreements	X		
2	170	25			Agreement for Material Sites	X		
2	170	30			Executed Maintenance Agreement	X		
2	170	40			Route Adoptions	X		
2	170	45			MOU From Tribal Employment Rights Office (TERO)	X		
2	170	55			NEPA Delegation			
2	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification	X		
2	180				Prepare and Approve Project Report and Final Environmental Document	X		

CLOSURE STATEMENT

- 1. Did PARTNERS complete all scope, cost and schedule commitments included in this Agreement and any amendments to this Agreement?
YES / NO

- 2. Did CALTRANS accept and approve all final deliverables submitted by CITY?
YES / NO

- 3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this Agreement and any amendments to this Agreement were completed?
YES / NO

- 4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the Agreement?
YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this Agreement.

CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 06-1577 and any amendments to this Agreement.

The final signature date on this document terminates Cooperative Agreement 06-1577 except survival articles.

All survival articles in Cooperative Agreement 06-1577 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY

By: _____
Sharri Bender Ehlert
District Director

By: _____
Virginia Gurrola
Mayor

Date: _____

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

By: _____
William Etherton
Budget Manager

FUNDING SUMMARY Number 1

Project Number: 0614000004

Agreement: 06-1577

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY - >			CALTRANS						
LOCAL	CITY	Measure	\$680,000	\$0	\$0	\$0	\$0	\$0	\$680,000
Totals by Component			\$680,000	\$0	\$0	\$0	\$0	\$0	\$680,000

This table represents full funding of each PROJECT COMPONENT in Agreement 06-1577.

Billing and payment details follow.

FUNDING SUMMARY Number 1

Project Number: 0614000004
 Agreement: 06-1577

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY - >			CALTRANS						
LOCAL	CITY	Measure	\$680,000	\$0	\$0	\$0	\$0	\$0	\$680,000
		Totals by Component	\$680,000	\$0	\$0	\$0	\$0	\$0	\$680,000

This table represents full funding of each PROJECT COMPONENT in Agreement 06-1577.

Billing and payment details follow.

FUNDING SUMMARY Number 1

Project Number: 0614000004

Agreement: 06-1577

Part II – Billing and Payment Details

Cost: PA&ED (Project Approval and Environmental Document)

1. Each PARTNER listed below will do work for PA&ED as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice CITY

PARTNERS will exchange funds for actual costs.

CALTRANS will invoice City for a \$5,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PA&ED expenditures. This deposit represents two (2) months' estimated support costs.

Thereafter, CALTRANS will submit to City monthly invoices for estimated monthly costs based on the prior month's expenditures.

FUNDING SUMMARY Number 1

Project Number: 0614000004

Agreement: 06-1577

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By _____
Garth Fernandez
Project Manager

Date _____

District Budget Manager

HQ Accounting

CITY OF PORTERVILLE

APPROVED

By _____

Date _____

**MEASURE 'R' PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

This Program Supplement is made and entered into on **March 18, 2014**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. _____-2014, approved by the Sponsor on March 18, 2014 (see copy attached).

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

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will assist Caltrans in administering the project (Project Approval and Environmental Documentation) in accordance with SPONSOR and Caltrans standards.
- 1.3. Project Approval and Environmental Documentation information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit Project Approval and Environmental Documentation information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

COUNTY OF TULARE TRANSPORTATION
AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Cameron J. Hamilton, Mayor

Attest:

By: _____
John D. Lollis, City Clerk

EXHIBIT "A"

State Route 190 Project Approval and Environmental Documentation (PA&ED) Phase for the "Near Term" Projects

Project Scope

The City of Porterville and Caltrans have partnered over the last several years to prepare a State Route 190 Corridor Study and a Project Initiation Document (PID). Both documents are complete and approved by the City Council. Caltrans is now seeking authorization to move into the next phase of project development for the "Near Term" projects as now defined in the most recently prepared document, the PID. City Council and Caltrans will execute a Cooperative Agreement to prepare a PA&ED for operational improvements at four locations on State Route (SR) 190 including: westbound auxiliary lane from SR 65 to Jaye Street, intersection improvements at SR 190 and Westwood Street, intersection improvements at SR 190 and Plano Street, and Main Street ramp termini improvements.

Caltrans Capital Outlay Support Estimate

\$680,000

Project Schedule

Project Milestones		Scheduled Delivery Date (Month/Day/Year)
PROJECT PROGRAM	M015	07/01/2014
BEGIN ENVIRONMENTAL	M020	08/01/2014
CIRCULATE DPR & DED EXTERNALLY	M120	07/01/2015
PA & ED	M200	01/01/2016

RESOLUTION NO. _____ - 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR
THE STATE ROUTE 190 PROJECT APPROVAL AND ENVIRONMENTAL
DOCUMENTATION (PA&ED) PHASE

WHEREAS, the City of Porterville Measure R Regional Program is eligible to receive 100% reimbursement for the Project Approval and Environmental Documentation (PA&ED) phase of the State Route 190 "Near Term" projects as defined in the Project Initiation Document (PID), which meets the Measure 'R' guidelines and City General Plan for Regional Projects; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all of Caltrans costs associated with the preparation of the PA&ED;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the PA&ED phase of the State Route 190 "Near Term" projects and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 18th day of March, 2014.

Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: MARCH 18, 2014

SUBJECT: APPROVAL OF AMENDMENT NO. 5 TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY

SOURCE: Public Works Department – Field Services Division

COMMENT: The City entered into an agreement with Tulare County Health and Human Services Agency (TCHHSA) on September 29, 2009, to establish a Household Hazardous Waste (HHW) Collection Facility in Porterville. This agreement is for a Recycle-Only HHW Collection Facility which only accepts latex paint; used oil; used oil filters; antifreeze; spent lead-acid batteries; nickel-cadmium, alkaline, or carbon-zinc batteries; intact spent fluorescent lamps; and intact spent high intensity discharge (HID) lamps. The current agreement is set to expire on June 30, 2014, and TCHHSA would like to renew the agreement for another year.

The City of Porterville will continue to be responsible for providing the site, facility, and staffing for collection and documentation of the Collection Facility. TCHHSA will continue to be responsible for obtaining any necessary permits and provide equipment and collection containers to operate, transportation and disposal of materials, and signage and flyers. The City's cost is approximately \$2,500 annually and is funded from the Solid Waste Fund.

Staff recommends that City Council authorize the Mayor to sign Amendment No. 5 to the agreement with Tulare County Health and Human Services Agency extending the original agreement for one more year.

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign Amendment No. 5 to the Agreement with Tulare County Health and Human Services Agency

ATTACHMENTS: 1. Amendment No. 5 to Agreement between the City of Porterville and Tulare County Health and Human Services Agency
2. Agreement between the City of Porterville and Tulare County Health and Human Services Agency

P:\pubworks\General\Council\Approval of Amendment 5 to JPA Between COP and Tulare County Health and Human Services Agency - 2014-03-18.doc

Dir FRZ Appropriated/Funded MP CM J

Item No. 3

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

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County Of Tulare

By _____
Deputy Clerk

CITY OF PORTERVILLE

Date: _____

By _____
Title _____

Date: _____

By _____
Title _____

Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By _____
Deputy

Dated _____

H:\Paralegal\Contracts\2011 Agreements\Porterville, City of Joint Powers\1st Amendment.doc



JOINT POWERS AGREEMENT

THIS AGREEMENT, is entered into as of _____, between the COUNTY OF TULARE, referred to as COUNTY, and the City of Porterville, referred to as CONTRACTOR, with reference to the following:

A. COUNTY wishes to jointly establish and operate a recycle-only household hazardous waste collection facility ("Facility") as defined in California Health and Safety Code Section 25218.1(n) within the City of Porterville; and

B. CONTRACTOR and COUNTY each have the power to establish, operate and maintain such a Facility as recognized by California Health and Safety Code Sections 25201(c) and 25218.8; and

C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein and CONTRACTOR and COUNTY are authorized by Government Code Section 6500 et seq. to enter into this Joint Powers Agreement.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of October 1, 2009 and shall expire at 11:59 PM on June 30, 2010 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**

3. **RESPONSIBILITIES:** The CONTRACTOR and COUNTY enter into this Agreement for exchange of services. CONTRACTOR and COUNTY shall generally be responsible for:

- City:
1. Provide and make available an appropriate site ("Site"), including such buildings as are available, for the Facility at its Corporation Yard located at 555 N. Prospect, Porterville, CA;
 2. Provide staff to oversee the Facility and receive, segregate, containerize and label recyclable household hazardous waste materials from the public during operating hours as established by the City.
 3. CITY shall limit materials to be accepted at the Facility to those recyclable household hazardous waste materials listed in paragraph 1 of subsection (b), Section 25218.8, Article 10.8, Chapter 6.5, Division 20, Health and Safety Code (see subsection c of Exhibit A).

- COUNTY:
1. Obtain any necessary permits and Hazardous Waste Generator ID Numbers for the Facility;
 2. Evaluate the suitability of existing buildings made available by CITY at the Site;
 3. Provide such equipment, containers, and labels as may be necessary to operate the Facility;
 4. Provide expertise and advice necessary to operate the Facility;
 5. Transport, or arrange for transport, of recyclable household hazardous waste materials collected at the Facility for proper recycling or disposal.

Responsibilities are more particularly described in Exhibit A.

4. **NO SEPARATE ENTITY:** There will be no separate and distinct public entity created pursuant to this Agreement.

5. **LEAD AGENCY:** COUNTY shall be the lead agency and will be primarily responsible for all activities and obligations set forth herein unless otherwise indicated.

6. **RULES AND REGULATIONS:** COUNTY will, with consultation and approval from CITY, develop all necessary and appropriate policies, rules, and regulations, for the use of, and public access to, the Facility.

7. **COMPLIANCE WITH LAW:** The parties agree to jointly operate and maintain the Facility in accordance with applicable Federal, State, and local laws, regulations and directives, including, without limitation, those provided in Division 20, Chapter 6.5, Article 10.8 of the Health and Safety Code (commencing with Section 25218). With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

8. **PAYMENT FOR SERVICES:** The annual funding provided by County under this Agreement is limited to a maximum of \$75,000.

9. **INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

10. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

11. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

12. **CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code

Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

13. **INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in **EXHIBIT B** attached.

14. **INDEMNIFICATION:** COUNTY and CONTRACTOR shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any 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 the activities of COUNTY or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

15. **AUTHORITY TO ACT:** Authority to act under this Agreement on behalf of each party is hereby vested with the City Manager of CITY and the Environmental Health Director of COUNTY, or their designees.

16. **TERMINATION:**

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the

CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) 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
- (5) materially breach this Agreement, or
- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or 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 of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

18. **SOFTWARE WARRANTY:** CONTRACTOR warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software will not cause incorrect scheduling or reporting or other improper operations or results.

19. **FORM DE-542:** CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

20. **NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT

TULARE HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Phone No.: 559-737-4686

Fax No.: 559-737-4059

CONTRACTOR:
CITY OF PORTERVILLE
291 N. Main Street
Porterville, CA 93257-3737

Phone No.: (559) 782-7514
Fax No.: (559) 782-8937

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

21. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

22. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

23. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

24. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

25. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

26. **NO THIRD-PARTY BENEFICIARIES INTENDED:** 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.

27. **WAIVERS:** The failure of either 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 that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

28. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

29. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** 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 matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

30. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY 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 both parties.

31. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any

employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

32. NON-DISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS:

(a) By signing this Agreement CONTRACTOR agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977 as amended and the non-discrimination compliance regulations contained in 7 CFR 272.6; Title II of the Americans with Disabilities Act of 1990; The Unruh Act, California Civil Code section 51 et seq., as amended; California Government Code sections 11135-11139.5 as amended; California Government Code section 12940 (c), (h), (i), (j) and (l); California Government Code section 4450; Title 22, California Code of Regulations sections 98000-98413; the Dymally-Altorre Bilingual Services Act (California Government Code sections 7290-7299.8); section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 29 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and will immediately take any measures necessary to effectuate this Agreement.

(b) This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures, which have the effect of subjecting individuals to discrimination, will be prohibited.

(c) CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized county, state and federal government personnel, during normal working hours, to review such books and accounts as needed to ascertain compliance. If there are any violations of this assurance, the state shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

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

COUNTY OF TULARE

Date: _____ BY _____
Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

CONTRACTOR
City of Porterville

Date: _____ By _____
TITLE _____

Date: _____ By _____
TITLE _____

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By _____
Deputy

Date _____

CONSENT CALENDAR

SUBJECT: LONG-TERM WORK PLAN FOR THE ARTS COMMISSION

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT


COMMENT: The Arts Commission was established in August 2012, with their primary duties identified as making recommendations to the City Council regarding development and promotion of practices and policies pertaining to the arts and fostering the development and enjoyment of visual, cultural, performing, and other arts in the city of Porterville.

On March 5, 2013, City Council approved a Short-Term Work Plan, as presented by the Arts Commission, to begin accomplishing their assigned duties. To date, the Arts Commission has accomplished all of the set goals with the exception of mailing a Request for Proposal to engage an artist to paint the mural on Oak Avenue funded through the Transportation Enhancement Program. The Short-Term Work Plan accomplishments are included in this report as Attachment 1.

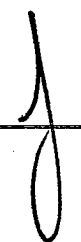
The draft of the Long-Term Work Plan approved by the Arts Commission on February 26, 2014, is attached to this agenda for your review and approval (Attachment 2). The Chairman of the Arts Commission is planning to attend the Council meeting to present the plan.

RECOMMENDATION: That the City Council approve the proposed Long-Term Work Plan as presented by the Arts Commission.

ATTACHMENT: 1. Short-Term Work Plan Accomplishments
2. Draft Long-Term Work Plan

DD 
Acting

APPROPRIATED/FUNDED N/A CM



ITEM NO. 4

Arts Commission Short-Term Work Plan Accomplishments

The Arts Commission Short-Term Work Plan and accomplishments are as follows:

Develop a Policy for Mural and Public Art Selection

- A policy has been set in place and approved by the Arts Commission.

Mail Request-For-Proposal (RFP) to artists to secure a contract to paint the mural at 134 E. Oak Avenue

- The Commission is awaiting word from Public Works department to proceed with RFP.

Develop Bylaws

- A procedure handbook has been written and approved by the Arts Commission.

Develop Website

- Staff has assisted in the development of the Arts Commission web-page which is up and running.

Develop Resource Directory (to be posted on website)

- A list of artists has been developed and it is posted on website for public use.

Develop a Long-Term Work Plan

- The plan is being presented to City Council on March 18, 2014.

Draft
Arts Commission Long-Term Work Plan

One (1) year goals:

- Support local arts organizations and artists
 1. Continue to identify artists
 2. List events on Art Commission's Calendar
- Raise awareness of the arts in the community through communication and marketing
 1. Directory – set goal to ----- printed copy
 2. Insert in City of Porterville's utility bill
 3. Marketing on website
 4. Collaborate with Chamber of Commerce
- Assess existing arts facilities and encourage future facility development
 1. Use business license data information to identify facilities such as parks, schools, and venues where events can be held
- Liaison with other agencies (local, county, state, and national)
 2. Arts Consortium
 3. Quilters Guild
 4. Sub-committee will identify State & National groups

One (1) to Two (2) year goals:

- Create partnership with local businesses
 1. Share directory with local businesses
 2. Display art at different businesses
 3. Approach businesses to advertise in directory
- Facilitate partnerships between schools and the community;
Create arts and cultural events to involve participation from all schools; and
Partner with the local colleges to bring art into the community and to enhance arts students' education
 1. Organize a City of Porterville sponsored Arts Exhibit (Spring) targeting PUSD, BUSD, and Porterville City College
 2. Organize Art Showcase

Two (2) to Three (3) year goals:

- Conduct needs assessments of the community as it relates to arts and culture
 1. Map points of interest (i.e. Murals, Statues, Museums, etc.)
- Expand Arts opportunities and programming to increase economic impact
 1. Increase art appreciation and awareness in the community

Three (3) year goals:

- Develop a community-wide approach to funding and resources
 1. Request “specific event” grants from local businesses
 2. Seek monetary support from public and other agencies
 3. Request funds from City Council

COUNCIL AGENDA: MARCH 18, 2014

SUBJECT: APPROVAL OF CITY CONCESSION LICENSES

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Non-profit organizations are entitled to request a license agreement with the City for the purposes of authorizing them to exclusively utilize City facilities for fundraising concession sales. All of the youth sports organizations that hold leagues at the Sports Complex were contacted regarding the opportunity to express an interest in obtaining a concession license. Three youth sport organizations expressed interest in a concession license for the upcoming seasons. The organizations are the American Youth Soccer Organization (AYSO), the Porterville Youth Soccer League (PYSL) and the South Valley Chivas Academy (SVCA).

On March 6, 2014, at the Parks and Leisure Services Commission meeting, the Commission recommended awarding AYSO the 2014 spring license at the Sports Complex, PYSL the fall 2014 Sports Complex license, and SVCA the 2014 spring Hayes Field license.

The current fee for concession building usage is \$6.28 per hour. The fee is adjusted yearly by the San Francisco Consumer Price Index. The total fee incurred from the monthly usage, as well as the monthly concession report providing the income generated from the concession facility, are due by the 15th day of each month.

RECOMMENDATION: That the City Council approve the concession licenses with American Youth Soccer Organization, Porterville Youth Soccer League, and South Valley Chivas Academy, and authorize and direct the Mayor to execute the same.

ATTACHMENTS: American Youth Soccer Organization Concession License
Porterville Youth Soccer League Concession License
South Valley Chivas Academy Concession License

By Director

MB Appropriated/Funded

J City Manager

ITEM NO.: 5

CITY OF PORTERVILLE SPORTS COMPLEX CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to AYSO, hereinafter referred to as "LICENSEE", a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville CA, from April 1, 2014 – July 31, 2014.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.
7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.

8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.
10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of, from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
11. LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE's concessionary interests to the extent as provided by law.
12. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net, from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
13. The LICENSEE shall pay monthly to the City a fee of \$6.28 per hour for the use of the concession building by the 15th of each month. The payment will be made by AYSO. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.
14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property

belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

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

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

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this 18th day of March, 2014.

CITY OF PORTERVILLE

AYSO

BY: _____
Cameron J. Hamilton, Mayor

BY: _____
President

ATTEST:

John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney

CITY OF PORTERVILLE SPORTS COMPLEX CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to PYSL, hereinafter referred to as "LICENSEE", a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville CA, from August 1, 2014 – March 1, 2015.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.
7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.

8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.
10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of, from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
11. LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE's concessionary interests to the extent as provided by law.
12. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net, from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
13. The LICENSEE shall pay monthly to the City a fee of \$6.28 per hour for the use of the concession building by the 15th of each month. The payment will be made by PYSL. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.
14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property

belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

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

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

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this 18th day of March, 2014.

CITY OF PORTERVILLE

PYSL

BY: _____
Cameron J. Hamilton, Mayor

BY: _____
President

ATTEST:

John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney

**CITY OF PORTERVILLE
HAYES FIELD
CONCESSION LICENSE**

The City of Porterville, hereinafter referred to as "CITY" hereby grants to the South Valley Chivas Academy (SVCA), hereinafter referred to as "LICENSEE", a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged food, general confectionery articles and products, and promotional items at the Hayes Field Concession Building located at 945 W. Mulberry, Porterville CA, for a term of commencing April 1, 2014, and ending June 30, 2014.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized softball or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The City will clean and stock restrooms Monday-Friday. Supplies needed for such cleaning and stocking will be stored in the maintenance closet located on the south side of the building. LICENSEE is prohibited from using said closet or restrooms for storage.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.
7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.
8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners.
10. *To the fullest extent permitted by law*, the LICENSEE shall and hereby *does* agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or

activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.

11. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net, from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to enure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
12. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
13. The LICENSEE shall pay monthly to the City a fee of \$6.28 per hour for the use of the concession building by the 15th of each month. The payment will be made by SVCA. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.
14. The LICENSEE shall obtain a non-profit business license from the City of Porterville prior to the commencement date of this license agreement.
15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.
16. Notwithstanding any provision of this agreement to the contrary this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.
17. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation to a reasonable sum as and for its attorneys fees in the

litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this 18th day of March, 2014.

CITY OF PORTERVILLE

SVCA

BY: _____
Cameron J. Hamilton, Mayor

BY: _____
President

ATTEST:

John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney

SUBJECT: A RESOLUTION APPROVING THE APPLICATION FOR STATE OFF-HIGHWAY VEHICLE GRANT FUNDS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Staff has prepared a State Off-Highway Vehicle Grant Funds grant application for the 2014-15 grant cycle. The process entails an on-line preliminary application and the ability for the public to review and comment on the preliminary application March 4 - April 7, 2014. Preliminary application review and comment is conducted on the State OHV website allowing the public an ability to participate. In addition, State OHV personnel review the preliminary application and provide comments on its completeness and accuracy. Staff is then given the opportunity to revise the preliminary application, only for purposes of responding to public and State comments, prior to confirming the submission of a final application.

The preliminary Ground Operations application is for \$115,739, of which \$85,646.86 is the grant request amount and \$30,092.14 would come from a local match. The Ground Operations activity is for the annual ongoing maintenance and operational enterprise including staff, equipment, materials and supplies.

The Ground Operations activities are for one year commencing July 2014. The local match for the proposed grant is comprised of volunteer efforts, administrative services, and general fund expenses anticipated within the Parks and Leisure Services operational budget. The final application submission must be made by May 5, 2014, and results of the competitive scoring will be known by June 2, 2014.

RECOMMENDATION: Adopt a Resolution approving the application for State Off-Highway Vehicle Grant Funds.

ATTACHMENT: Resolution

By Director

MB Appropriated/Funded

J City Manager

ITEM NO.: 6

RESOLUTION NUMBER: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Director of Parks & Leisure Services as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Passed, Approved and Adopted this 18th day of March, 2014.

By: _____
Cameron J. Hamilton, Mayor

Attest:
John D. Lollis, City Clerk

Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA – MARCH 18, 2014

SUBJECT: REQUEST FOR PROCLAMATION – IRIS FESTIVAL DAY

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Chamber of Commerce has requested that the Council consider approval of a proclamation to recognize April 25, 2014 as Iris Festival Day. Mayor Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on April 15, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 25, 2014 as Iris Festival Day.

ATTACHMENTS: 1. Proclamation Request
2. Draft Proclamation


Dir


Approp./
Funded


CM

Item No. 07



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

MAR 07 2014

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Date of Request: 3/7/14

Name of Event/Individual: Iris Festival
Porterville Tourism Week, "Mr. John Doe"

Name of Sponsoring Organization: Porterville Chamber of Commerce

Name of Contact Person: Donnette Silva Carter

Address: 93 N Main St Porterville

Phone: 784-7502 FAX: 784-0720

E-mail: donnette@portervillechamber.org

I would like the proclamation: presented at a Council Mtg. mailed call for pick-up

Date(s) of Event: April 26, 2014

Date of Council Meeting to be presented, if applicable: April 15, 2014
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Donnette Silva Carter & M. It Stowe

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: 3/7/14 Sponsored by: Mayor Hamilton Date: 3/12/14

Approved by Council: yes no Date: _____

Notification to Contact person done (date): _____ in writing by phone

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

WHEREAS: On January 8, 1963, the City Council of the City of Porterville adopted the Iris as the official flower of the City of Porterville, and

WHEREAS: Spring is traditionally ushered in with the blooming of flowers, and the Porterville Chamber of Commerce presented the first Annual Porterville Iris Festival in April 1999 in Porterville in recognition of the unique beauty of the Iris; and

WHEREAS: This year is the 16th offering of the Iris Festival which has been attended by over 290,000 people over its 15 years;

WHEREAS: Local festivities for the 16th Annual Porterville Iris Festival include a variety of activities which celebrate both the Iris and the attributes of our community; and combine to create a springtime community wide festival; and

WHEREAS: This year the Porterville Iris Festival will again welcome over 25,000 people from Porterville, the surrounding area, throughout California, and beyond; and

WHEREAS: This celebration of the Iris has created a unique opportunity for families, friends, and visitors to join together to enjoy entertainment, arts and crafts, a chili cook-off, activities for children, antiques, a salute to the military, and the Festival of Colors 5K Run presented by Enspirit, Inc.,

NOW, THEREFORE, I, Cameron Hamilton, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 26, 2014, as

"IRIS FESTIVAL DAY"

and urge all citizens of our community to join with the City in celebrating the official City flower, the festivities held in its name, and enjoy Porterville in bloom.

PROCLAIMED this 15th day of April, 2014.

Cameron Hamilton,
Mayor

Brian E. Ward,
Vice Mayor

Virginia R. Gurrola,
Council Member

Pete V. McCracken,
Council Member

Greg Shelton,
Council Member

CITY COUNCIL AGENDA – MARCH 18, 2014

SUBJECT: REQUEST FOR PROCLAMATION – NATIONAL LIBRARY WEEK

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

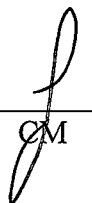
Library staff has requested that the Council consider approval of a proclamation to recognize April 13-19, 2014, as National Library Week. Mayor Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on April 1, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 13-19, 2014, as National Library Week.

ATTACHMENTS: 1. Draft Proclamation


Dir

N/A
Approp./
Funded


CM

Item No. 08

National Library Week 2014 - Proclamation

WHEREAS, libraries help lives change in their communities, campuses and schools; and

WHEREAS; librarians work to meet the changing needs of their communities, including providing resources for everyone and bringing services outside of library walls; and

WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues; and

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books;

WHEREAS, libraries offer programs to meet community needs, providing residents with resume writing classes, homework help and financial planning services from teens applying for student loans to older adults planning their retirement; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, I, Cameron Hamilton, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 13-19, 2014, as

NATIONAL LIBRARY WEEK

in the City of Porterville, and encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. Lives change @ your library.

CITY COUNCIL AGENDA – MARCH 18, 2014

SUBJECT: REQUEST FOR PROCLAMATION – NATIONAL VOLUNTEER WEEK

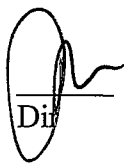
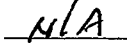
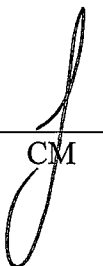
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

Library staff has requested that the Council consider approval of a proclamation to recognize April 13-19, 2014, as National Volunteer Week. Mayor Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on April 1, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 13-19, 2014, as National Volunteer Week.

ATTACHMENTS: 1. Draft Proclamation

		
Dir	Approp./ Funded	CM

Item No. 09

National Volunteer Week 2014

WHEREAS, the entire Porterville community can inspire, equip and mobilize people to take action that changes the world; and

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations like the Porterville City Library's Read to Succeed Adult Literacy program; and

WHEREAS, individuals and communities are at the center of social change, discovering their power to make a difference; and

WHEREAS, during this week all over the nation, service projects will be performed and volunteers will be recognized for their commitment to service; and

WHEREAS, the giving of oneself in the service of another empowers both the giver and the recipient; and

WHEREAS, experience teaches us that government by itself cannot solve all of our nation's social problems; and

WHEREAS, our country's volunteer force of over 63 million is a great treasure; and

WHEREAS, the City of Porterville volunteers are vital to our future as a caring and productive community; and

WHEREAS, it is fitting for the Porterville City Library to join in this celebration in giving special recognition to the dedicated volunteers who contribute immensely to the city library.

NOW, THEREFORE, I, Cameron Hamilton, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 13-19, 2014, as,

National Volunteer Week

in the City of Porterville, California, and urge my fellow citizens to volunteer in their respective communities. By volunteering and recognizing those who serve, we can replace disconnection with understanding and compassion.

CITY COUNCIL AGENDA – MARCH 18, 2014

SUBJECT: REQUEST FOR PROCLAMATION AND PROMOTIONAL DISPLAY IN RIGHT OF WAY – CHILD ABUSE PREVENTION MONTH

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION and COMMUNITY DEVELOPMENT/PLANNING DIVISION

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

Flor Martinez, representing Central California Family Crisis Center, has requested that the Council consider approval of a proclamation to recognize April 2014 as Child Abuse Prevention Month. Council Member Gurrola is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on April 1, 2014.

In addition to the proclamation, the Family Crisis Center is requesting to place Blue Ribbons and Signs along Main Street in the downtown area between Olive Avenue and Morton Avenue to bring additional awareness.

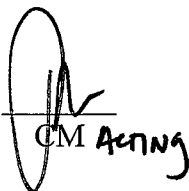
Section 305.10 (a) of the Development Ordinance allows temporary signs for special events. Since these temporary signs will be posted in the public right of way, City Council approval is required. The Council is authorized to include conditions of approval if so desired.

Staff has prepared the following recommended conditions of approval for the Child Abuse Prevention Awareness Month by the Family Crisis Center:

1. The participants shall comply with all applicable Municipal Code and City Ordinances pertaining to pedestrians and traffic.
2. The procession shall be restricted to sidewalk areas along Main Street in the downtown area.
3. The applicants shall be responsible for removal and cleanup of any and all ribbons, balloons, promotional signs and material within 30 days of pasting, posting, noticing, promoting and/or commemorating the April event.


Dir

N/A
Approp./
Funded


CM Acting

Item No. 10

4. The applicants shall receive permission from any other utility or public service providers prior to pasting, posting, or attaching any materials on corresponding utility poles or service cabinets.
5. The hours of assembly shall be limited to a one day event.

RECOMMENDATION: That the City Council:

1. Consider approval of the request to proclaim April 2014 as Child Abuse Prevention Month; and
2. Authorize the non-advertising displays commemorating the Child Abuse Awareness month subject to the recommended conditions of approval.

ATTACHMENTS:

1. Proclamation Request
2. Letter of Request to City Council
3. Photo example of promotional material



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 3.5.14

Name of Event/Individual: Child Abuse Prevention Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Central California Family Crisis Center

Name of Contact Person: Fior Martinez

Address: 770 N. Main St. Porterville CA 93257

Phone: (559) 781-7448 FAX: (559) 793-1544

E-mail: fmartinez@ccfamilycrisis.org

I would like the proclamation: presented at a Council Mtg. mailed call for pick-up

Date(s) of Event: Month of April

Date of Council Meeting to be presented, if applicable: April 1st 2014
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Fior Martinez

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

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City Clerk's Section

Request Received: 3/5/14 Sponsored by: Guerrero Date: 3/5/14

Approved by Council: yes no Date: _____

Notification to Contact person done (date): _____ in writing by phone

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

**PROCLAMATION
RECOGNIZING APRIL AS
CHILD ABUSE PREVENTION MONTH**

WHEREAS, child abuse and neglect is a complex and ongoing problem in our society, affecting many children in Porterville; and

WHEREAS, every child is entitled to be loved, cared for, nurtured, feel secure and be free from verbal, sexual, emotional and physical abuse, and neglect; and

WHEREAS, it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe and nurturing childhood; and

WHEREAS, Porterville has dedicated individuals and organizations who work daily to counter the problem of child maltreatment and to help parents obtain the assistance they need; and

WHEREAS, our communities are stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe and nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community; and

WHEREAS, all citizens, community agencies, faith organizations, business will work to increase their efforts to support families; and

NOW THEREFORE, BE IT RESOLVED, that the Porterville City Council hereby proclaims the month of April each year, to be

CHILD ABUSE AND NEGLECT PREVENTION MONTH

The Porterville City Council commends this observance during April each year to the citizens of Porterville.

Dated: , 2014

March 10, 2014

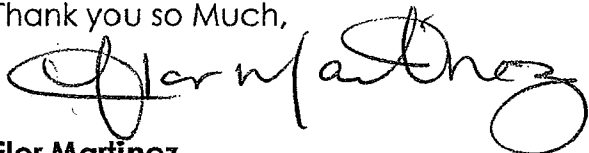
Porterville City Council
291 N. Main St.
Porterville Ca 93257

Dear Porterville City Council,

The Family Crisis Center has been in collaboration with the Tulare County Child Abuse Prevention Council in efforts to bring more awareness and prevention to our community about Child Abuse. April is National Child Abuse Prevention Awareness Month, Symbolized by the Blue Ribbon. For the Month of April we would like to place Blue Ribbons on trees and Signs in the landscape planters that give information on Child Abuse Prevention Services. We would like to place these items along Main Street between Olive Avenue and Morton Avenue beginning April 1st 2014 and removing them on April 30th 2014.

We appreciate all that our community is able to do to take a stand against Child Abuse. Our goal is first to protect children but second to keep families intact. **"It shouldn't hurt to be a child" Be their Voice!!!!**

Thank you so Much,



Flor Martinez
Family Crisis Center
Children Services Coordinator

770 N. Main St
Porterville CA
(559)781-7468
fmartinez@ccfamilycrisis.org



SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - IRIS FESTIVAL - APRIL 26, 2014

SOURCE: Finance Department

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold its annual Iris Festival on Saturday, April 26, 2014, from 9:00 a.m. to 5:00 p.m. This year's festival will include a Chili-Cook-Off, Car Show, Sidewalk Sales and Antique Peddlers Faire, along with the usual entertainment, food and craft booths. The following request for street closures and public property usage are requested from 3:30 a.m. to 8:00 p.m.:

STREETS:

Main Street from Morton Avenue to Olive Avenue;
Garden Avenue from Main Street to the alley east of Main Street;
Oak Avenue from Division Street to the alley east of Main Street;
Mill Avenue from Division Street to the alley east of Main Street;
Putnam Avenue from Division Street to the alley east of Main Street;
Cleveland Avenue from Division Street to the alley east of Main Street;
Thurman Avenue from Division Street to the alley east of Main Street; and
Harrison Avenue from Division Street to the alley east of Main Street.

SIDEWALKS:

Main Street from Olive Avenue to Cleveland Avenue;
Oak Avenue from Main Street to Second Street;
Mill Avenue from Hockett Street to Main Street; and
Putnam Avenue from Hockett Street to Main Street.

PARKING LOT:

Former J.C. Penney parking lot.

PARK:

Centennial Park on Main Street.

This request is being made under Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all departments involved. All requirements are listed on the attached Application, Agreement and Exhibit A and Exhibit B.

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

ATTACHMENT: Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Map and Outside Amplifier Permit.

D.D. MB Appropriated/Funded MB C.M. J Item No. 11

CITY OF PORTERVILLE

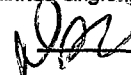
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

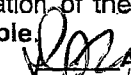
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

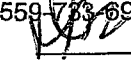
Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 Authorized Representative Initials

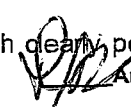
Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville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

 Authorized Representative Initials

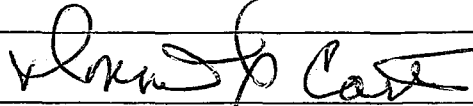
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

Porterville Chamber of Commerce		2/26/14
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Event date: April 26, 2014 Hours: Event 9a-5p
Closure 3a-8p

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
Main	Oliver	Morton	Vendor Booths
Garden	Main	East Alley	Kids Zone
Oak, Mill	Division	East Alley	Entertainment
Putnam			Chili Cook-off
Cleveland			Military
Thurman			Displays
Harrison			
Sidewalks	From	To	Activity
Main	Oliver	Morton	Merchant Sidewalk Sales
Parking lots and spaces	Location		Activity
All spaces →	Adjacent to Allen's Boat Building		Antiques Peddler's Fair

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE CHAMBER OF COMMERCE

IRIS FESTIVAL

APRIL 26, 2014

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

J. Phillips

No comments.

Field Services Manager:

B. Styles

Barricades may be obtained and returned at
555 N. Prospect St.

Fire Chief:

G. Irish

Parks and Leisure Services Director:

D. Moore

No vehicles allowed on the grass in
Centennial Park. Please keep public and
Vendors out of the Main Street planters.

Police Captain:

D. Haynes

Please see Exhibit B.

Administrative Services Director:

P. Hildreth

Please see Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce
Event: Iris Festival
Event Chairman: Milt Stowe
Location: Main Street
Date of Event: April 26, 2014
Time of Event: 9:00 a.m. to 5:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Iris Festival, April 26, 2014

Proposed Conditions/Requirements for Iris Festival – Downtown Porterville

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sergeant Rick Carrillo of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- If event organizers anticipate the sales of alcoholic beverages during the event, they must first apply for and be granted a temporary license to sell alcohol from the CA Dept. of Alcoholic Beverage Control. If such license is issued, additional conditions may apply (beer garden, location, security).
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Dan Haynes, Captain
Police Department

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



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

- 1 Name and home address of the applicant: Porterville Chamber of Commerce, 93 N Main St.
- 2 Address where amplification equipment is to be used: Main St
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Various Chamber Volunteers Joseph Zender, Pete McClellan, Mark Rapp
- 4 Type of event for which amplification equipment will be used: Fris Festival
- 5 Dates and hours of operation of amplification equipment: April 26, 2014 9am-5pm
- 6 A general description of the sound amplifying equipment to be used: Outdoor PA Systems with CD Players, 300 Watts

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

[Signature]
Signature of Applicant

2/26/14
Date

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

[Signature]
City of Porterville, Chief of Police/Designee

3-11-14
Date

COUNCIL AGENDA: MARCH 18, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE CHAMBER OF COMMERCE AND ENSPIRIT, INC. – FESTIVAL OF COLORS 5K RUN - APRIL 26, 2014

SOURCE: Finance Department

COMMENT: Porterville Chamber of Commerce and Enspirit, Inc., are requesting approval to hold a 5K run on Saturday, April 26, 2014, from 6:00 a.m. to 11:00 a.m. The run will start on Main Street, head north, turn east on Henderson Avenue then follow the Rails to Trails path, turn east towards Plano Street, ending at the Heritage Center. The runners will be splashed with different colors of powder. No street closures are requested.

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

RECOMMENDATION: That Council approve the Community Civic Event Application and Agreement from Porterville Chamber of Commerce and Enspirit, Inc., subject to the Restrictions and Requirements contained in Application, Agreement, Exhibit A and Exhibit B.

ATTACHMENT: Community Civic Event Application and Agreement, Street Route, Exhibit A, Exhibit B, Map, Outside Amplifier Permit.

D.D. MB Appropriated/Funded MB C.M. J Item No. 12

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569



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

DO YOU HAVE? Event Flyer? YES E-mail address? YES Website? YES

Application date: 28 FEB 14 Event date: 26 APR 14
3/7/14 @ 4:30PM Event time: 0600 - 1100

Name of Event: FESTIVAL OF COLORS RUN
(in partnership with Iris Festival)

Sponsoring organization: ENSPRIT, INC Phone # 791-8045

Address: 804A E WORTH AVE (MAILING) PO BOX 8123 PORTERVILLE 93258

Authorized representative: JENNA SALAZAR Phone # 783-9545

Address: 1967 W NANCY AVE PORTERVILLE 93257

Event chairperson: (SAME) Phone # _____

Location of event (location map must be attached): (PLEASE SEE ATTACHED)

START IN FRONT OF 410 N MAIN ST / FINISH @ HERITAGE CENTER

Type of event: 5K RUN/WALK

Non-profit status determination: PORTERVILLE CHAMBER 501(c)(6)

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

Barricades (quantity): 20 Street sweeping Yes _____ No X

Police protection Yes X No _____ Refuse pickup Yes X No _____

Other: WE WOULD LIKE TO UTILIZE POLICE FORCES FOR SOME TRAFFIC ASSISTANCE ALONG WITH VOLUNTEER FORCES.

Parks facility application required: Yes _____ No X Attached _____

Assembly permit required: Yes _____ No X Attached _____

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

Appr.	Deny		
_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?


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

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


City Code requirements:

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


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

 Authorized Representative Initials

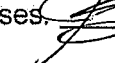
Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville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

 Authorized Representative Initials

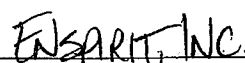
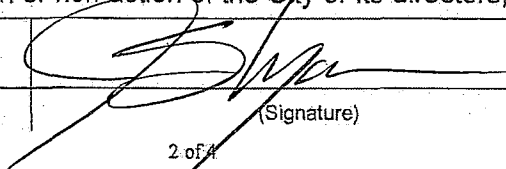
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

 (Name of Organization)	 (Signature)	28 FEB 14 (Date)
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REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE CHAMBER OF COMMERCE
ENSPiRiT, INC.

FESTIVAL OF COLORS 5K RUN

APRIL 26, 2014

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

J. Phillips

Field Services Manager:

B. Styles

Barricades may be pickup and returned
at 555 N. Prospect St.

Fire Chief:

G. Irish

Parks and Leisure Services Director:

D. Moore

Please clean trail and Heritage Center
of any color and trash after the event.

Police Captain:

D. Haynes

See Conditions/Requirements for
Special Event in Exhibit B.

Administrative Services Director:

P. Hildreth

See attached Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce/Enspirit, Inc.
Event: Festival of Colors 5 K Run
Event Chairman: Jenna Salazar
Location: Main Street
Date of Event: April 26, 2014
Time of Event: 6:00 a.m. to 11:00 a.m.

RISK MANAGEMENT: Conditions of Approval

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

- a. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- a. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

PORTERVILLE POLICE DEPARTMENT

Festival of Color Run – 4/26/14

Conditions/Requirements for Community Event

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

1. Participants/Pedestrians must obey all traffic related laws.
2. Participants/Pedestrians must not interfere with or impede the normal flow of vehicle or pedestrian traffic.
3. Event organizers have requested a permit to use sound amplification equipment. Event organizers are encouraged to be mindful of residences in the area when utilizing sound amplification equipment between the hours of 10:00 p.m. and 07:00 a.m..
4. Event organizers should consider “follow up” vehicles that have first aid supplies, water, etc., so as to treat or pick up and transport any participant who becomes ill or is otherwise unable to complete the course.
5. At conclusion of event, event organizers shall ensure public areas are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.
6. Event organizers must contact Porterville Police Sergeant Rick Carrillo well in advance of the event in order to discuss police participation and other traffic related concerns. Sergeant Carrillo can be reached at 559-782-7408.

Dan Haynes, Captain
Porterville Police Department

EXHIBIT B

Route Summary

1. Stage and Start will be at 410 N. Main St.
2. Proceeding North on the West side of N. Main St. to the S/E corner of N. Main St. and Henderson Ave.
3. Continue East on the South Side of Henderson Ave. to the S/E corner of Henderson Ave. and 4th St.
4. At 4th St. Pick-up the Rails to Trails Path and follow South to all the way to Olive Ave. (Color will be sold at Henrahan St. and Putnam Ave. to apply in support of Runners.)
5. Cross Olive Ave. Navigate the dirt lot and Exit out onto Eastridge Cir.
6. Continue East on the South Side of Eastridge Cir. to the S/W corner of Plano Ave.
7. Continue South on the West Side of Plano Ave. to the S/W corner of E. Locust Ave.
8. Continue West on the South Side of E. Locust Ave. to the N/E corner of S. Wallace St.
9. Finish Line will be in the Heritage Center Dirt Lot.

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



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

- 1 Name and home address of the applicant: ENSPRIT, INC
801 A. E. WORTH AVE, PORTERVILLE 93257
- 2 Address where amplification equipment is to be used: 410 N MAIN (INSURICA) / HERITAGE CENTER
- 3 Names and addresses of all persons who will use or operate the amplification equipment: MEMBERS OF ENSPRIT, INC.
- 4 Type of event for which amplification equipment will be used: 5K RUN/WALK - FESTIVAL DE COLORES RUN
- 5 Dates and hours of operation of amplification equipment: 26 APR 14 - 0730 - 1030
- 6 A general description of the sound amplifying equipment to be used: OUTDOOR PA SYSTEM 300 WATTS

Section 18-9

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

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

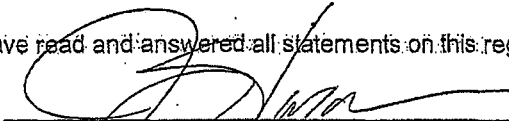
Section 18-14

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

Penal Code Section 415 (2)

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

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




Signature of Applicant

28 FEB 14

Date

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



City of Porterville, Chief of Police Designee

3-11-14

Date

COUNCIL AGENDA: MARCH 18, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – BOYS AND GIRLS CLUB OF PORTERVILLE - PARENTS AGAINST BULLYING RALLY – PERFORMING ARTS FESTIVAL – APRIL 12, 2014



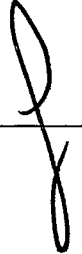
SOURCE: Finance Department

COMMENT: The Boys and Girls Club of Porterville and Parents Against Bullying are requesting approval to hold a Performing Arts Festival at Centennial Park, on Saturday, April 12, 2014 from 11:00 a.m. until 4:00 p.m. This rally will include art booths, live bands and dance performances. No street or sidewalk closures have been requested.

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

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement submitted by the Boys and Girls Club of Porterville and Parents Against Bullying, subject to the Restrictions and Requirements contained in the Application, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENT: Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Map and Outside Amplifier Permit.

DD  Appropriated/Funded  CM  Item No. 13

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569



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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 3/7/14 2-13-14 Event date: 4-12-14
Event time: 11:00AM - 4:00PM

Name of Event: Parents Against Bullying Performance Arts Festival

Sponsoring organization: Boys & Girls Club Phone # 793-2511
Address: 334 E Morton

Authorized representative: Mat Keel Phone # 793-2511
Address: 334 E Morton

Event chairperson: Michelle Reneau Phone # _____
1080 Greenfield Dr, Pville, CA 93257

Location of event (location map must be attached): Centennial Plaza
Main St, Porterville

Type of event: Performance Arts Festival, Art booths
Bands Playing, Possibly a Bounce House, dance performances

Non-profit status determination: 501(c)

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

Barricades (quantity):	_____	Street sweeping	Yes <input checked="" type="checkbox"/>	No _____
Police protection	Yes _____ No <input checked="" type="checkbox"/>	Refuse pickup	Yes _____	No <input checked="" type="checkbox"/>
Other:	_____			

Parks facility application required: Yes No _____ Attached *Paid*

Assembly permit required: Yes _____ No Attached _____

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

<u>Appr.</u>	<u>Deny</u>		
_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

City Code requirements:

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

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

 Authorized Representative Initials

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

 Authorized Representative Initials

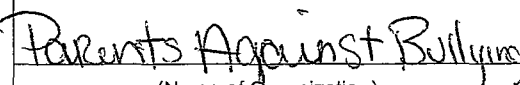
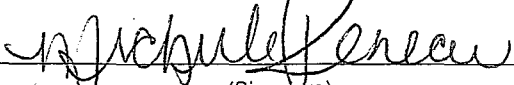
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

 (Name of Organization)	 (Signature)	2-13-14 (Date)
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CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Performing Arts Festival

Sponsoring organization: Boys & Girls Club

Event date: _____ Hours: _____

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

BOYS AND GIRLS CLUB OF PORTERVILLE
PARENTS AGAINST BULLYING

PERFORMING ARTS FESTIVAL

APRIL 12, 2014

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

J. Phillips

No comments.

Field Services Manager:

B. Styles

Fire Chief:

G. Irish

Parks and Leisure Services Director:

D. Moore

Vehicles to remain off of the grass.
Please keep public and vendors out of
the planters.

Police Captain:

D. Haynes

See Proposed Conditions/Requirements
in Exhibit B.

Administrative Services Director:

P. Hildreth

See Page 2, Exhibit A.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Boys and Girls Club of Porterville/ Parents Against Bullying
Event: Performing Arts Festival
Event Chairperson: Michelle Reneau
Location: Centennial Park
Date of Event: April 12, 2014

RISK MANAGEMENT: Conditions of Approval

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

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

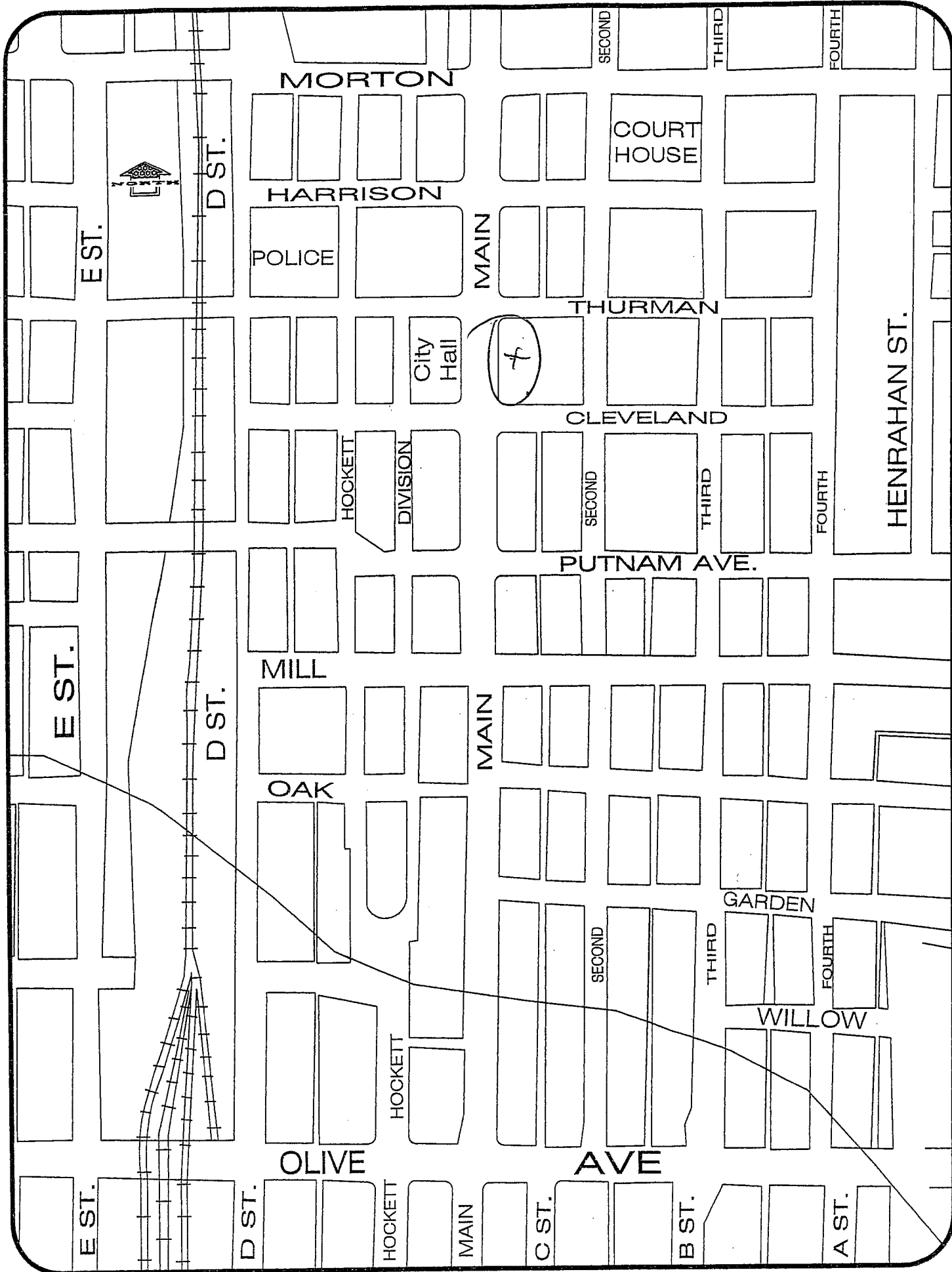
**Performing Arts Festival
April 12, 2014**

Proposed Conditions/Requirements for Downtown Event:

- City Council approval is required for all street closures.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- Participants and spectators must not interfere with the normal flow of vehicle and pedestrian traffic in the area of the event.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Dan Haynes, Captain
Porterville Police Department

EXHIBIT B



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



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

- 1 Name and home address of the applicant: Michelle Reneau
1080 N Greenfield DR.
- 2 Address where amplification equipment is to be used: Centennial Plaza, Main St.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Omar Reneau
1080 N Greenfield DR
- 4 Type of event for which amplification equipment will be used: Performing Arts Festival
- 5 Dates and hours of operation of amplification equipment: 4-12-14 - 11:00AM - 4:00PM
- 6 A general description of the sound amplifying equipment to be used: Speakers, 2-3 different bands will be playing, Jazz and acoustic

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

Michelle Reneau
Signature of Applicant

2-13-14
Date

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

[Signature]
City of Porterville, Chief of Police Designee

3-7-14
Date

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 26, 2013

SOURCE: Administration

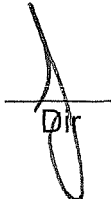
COMMENT: In its adoption of the Resolution of Local Emergency on December 26, 2013, the City Council declared the existence of a local emergency as a result of a significant fire event that occurred at the Porterville Hotel (14 N. Main Street) during the early morning hours of December 26, 2013, and found that the remaining damaged structure posed a serious threat to the health, safety and welfare of the public and as such required immediate safety mitigation of the structure. In accordance with the Resolution and per the Council's authorization, a Contractor (Bowen Engineering & Environmental) was secured to perform the emergency demolition of the burned structure sufficient to mitigate the immediate threat to public safety.


Due to the damaged structure's proximity to public right-of-way, the adjacent roadways and intersection of Main Street and Olive Avenue were closed to the public. With the demolition and mitigation of the threat to public safety, the intersection and roadways were opened to the public by approximately 6:00 PM on December 26, 2013. City staff continued its coordination with the San Joaquin Valley Air Pollution Control District and the Contractor on additional mitigation measures to protect the safety of the public, and minor additional demolition work subsequently occurred in an effort to open affected pedestrian walkways.

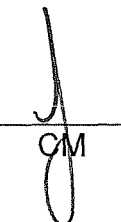
The property owner has continued his coordination with his insurance company toward the removal of the existing debris, and the company has agreed to reimburse the City for its mitigation costs. The property owner has been soliciting bids from qualified contractors, with the debris removal anticipated to begin before the end of the month.

RECOMMENDATION: That the Council receive the status report and review of the designated local emergency.

ATTACHMENT: Resolution No. 85-2013


Dir


App/Fund


CM

Item No. 14

RESOLUTION NO. 85-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

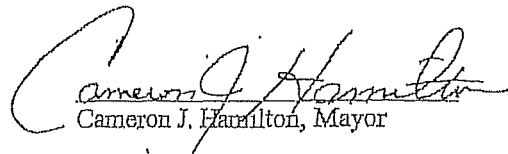
WHEREAS, the Porterville Hotel, 14 North Main Street, sustained major damage in a fire that occurred in the early morning hours of December 26, 2013; and

WHEREAS, the remaining structure poses a serious threat to the health, safety and welfare of the public due to the remaining damaged structure's proximity to public right-of-way at a major City intersection and as such requires immediate demolition to remove that threat; and

WHEREAS, the City Council has found that the aforementioned conditions of extreme peril warrant and necessitate the proclamation of a local emergency so as to take immediate actions to remove said threat.

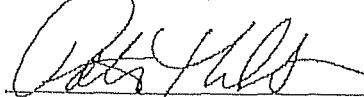
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby declare the existence of a local emergency as a result of a significant fire that occurred at the Porterville Hotel, 14 North Main Street, during the early morning hours of December 26, 2013, and that the remaining damaged structure poses a serious threat to the health, safety and welfare of the public and as such requires immediate safety mitigation of the structure, which includes demolition of the remaining standing structure, potential removal of asbestos, and fencing of site to secure the property.

PASSED, APPROVED AND ADOPTED this 26th day of December, 2013.


Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

SOURCE: Administration

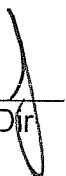
COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8630 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination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


Since its last review on February 18, 2014, 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), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan 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. At its meeting on August 6, 2013, the Council accepted the completion of the identified CEMA repairs, which staff continues to work with the State to finalize repair reimbursements.


Dir


App/Fund


CM

Item No. 15

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

COUNCIL AGENDA: March 18, 2014

SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider the Development of a Swimming Pool Draining Permit

SOURCE: City Manager

COMMENT: Vice Mayor Ward has requested that the City Council consider the development of a swimming pool draining permit.

RECOMMENDATION: Vice Mayor Ward makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider the development of a swimming pool draining permit.

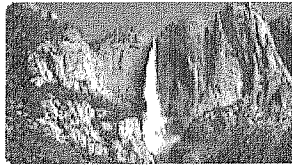
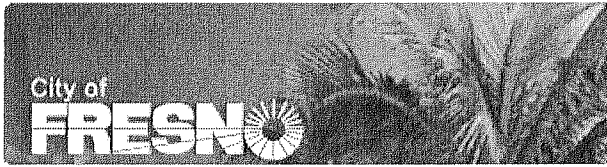
ATTACHMENT: City of Fresno Swimming Pool Draining Permit Application

C/M



Item No. 116

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FOR RESIDENTS FOR BUSINESSES FOR VISITORS GOVERNMENT DISCOVER FRESNO NEWS

DEPARTMENT :

City of Fresno Water Division

1910 East University
Fresno, CA 93703

Phone: (559) 621-5480
Fax: (559) 498-4228

Swimming Pool Draining Permit Application

Pools may not be drained until applications are reviewed and approved by the City. Applications submitted during non-business hours, including holidays and weekends, will not be reviewed or approved until the following business day. Draining pools more than once every three years is prohibited without approval of supporting documentation for the need to drain.

***NOTE:**

Pools may not be drained into sewer systems. Pools may not be drained when the Fresno Metropolitan Flood Control has declared a basin to be critical (Phone 456-3292). Draining or refilling of swimming pools is prohibited during peak water use hours of 5:00 AM to 8:00 AM and 5:00 PM to 8:00 PM.



Resident

Name:

Address:

City:

State:

Zip:

Phone:

Fax #:

Pool Service Company

Name :

Address:

City:

State:

Zip:

Phone:

Fax #:

Bus. Lic.#:

Reason for draining:

Repairs required and duration:

Cyaneric Acid Level (ppm) - if applicable:

Date of draining:

Request Submitted By

*Name:

*Address:

*City:


*State:

*Zip:

*Day Phone:

*Email:

SUBMIT > CANCEL >

Select Language 

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COUNCIL AGENDA: MARCH 18, 2014

SUBJECT: CEQA MITIGATION BALLFIELD LIGHTING OPTIONS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Approximately \$76,000 remains of the ballfield lighting funds that originated from the loss of the Municipal Ballfield when the South County Justice Center was constructed. To date, the youth football field and two softball diamonds at the Sports Complex have been lit using these funds.

The Parks and Leisure Services Commission discussed spending options for the remaining balance at their meeting on March 6, 2014. The five options presented to the Commission included:

Option 1 - Use all of the \$76,000 to light as much of the next phase at the Sports Complex which calls for perimeter lighting as the funds will allow. It is estimated that \$76,000 would complete half of the phase.

Option 2 - Purchase amenities such as those listed below for the two softball diamonds at the Sports Complex.

Option 3 - Purchase portable lights.

Option 4 - Save the remaining balance until adequate funding is available to complete the next phase.

Option 5 - Save the remaining balance to use as a match for a future lighting or field grant.

The Commission made a recommendation to City Council to purchase two portable light trailers for \$20,500 and leave the remaining balance of approximately \$55,500 in the account until the \$146,500 is available to complete the next phase of perimeter lighting.

The Commission also unanimously agreed how important adding amenities to the two newly lighted softball diamonds at the Sports Complex is. The amenities listed below should draw tournaments to the facility, add some safety features, and enhance the overall playing experience.

Outfield fencing	\$11,724
70/30 blend infield mix	\$3,627
Foul poles (4)	\$2,795
Drinking fountain	\$2,430
Trash cans (4)	\$2,070

Vh Director

MP Appropriated/Funded

[Signature] City Manager

ITEM NO.: 17

Fence guards	\$1,350
Dugout shade vinyl coated windscreens	\$1,037
Breakaway bases	\$965
Distance markers (6)	\$690
Field drag	\$195

The Commission recommended funding for the above field improvements totaling \$26,883 come from the City Council Special Purposes Reserves Account. If agreeable to the Council, staff recommends an application be submitted for the MLB Baseball Tomorrow Fund Grant for these items, with the recommended match coming from the Special Purposes Reserves Account.

RECOMMENDATION: That the City Council:

- 1) Consider the options and give staff direction on the remaining balance in the CEQA mitigation ballfield lighting account; and
- 2) Provide staff direction on the Sports Complex softball diamonds amenities.

SUBJECT: SCHEDULING OF CITY COUNCIL STUDY SESSIONS ON "WATER" FOR TUESDAY, APRIL 8, 2014, AND TUESDAY, APRIL 22, 2014

SOURCE: Administration

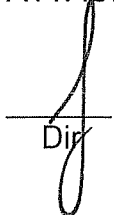
COMMENT: During "Other Matters" of the City Council meeting on March 4, 2014, Councilmember McCracken recommended the scheduling of a City Council Study Session on "Water" for Tuesday, April 8, 2014, also scheduling Tuesday, April 22, 2014, if Council deemed an additional Study Session necessary. Given the City Council's approval to schedule the Study Sessions, the first Study Session is proposed to be scheduled for Tuesday, April 8, 2014, beginning at 5:30 P.M. in the Library Community Room, with the second Study Session (if necessary) tentatively scheduled for Tuesday, April 22, 2014, also beginning at 5:30 P.M. in the Library Community Room.

As part of the April 8th Study Session, Dr. Kenneth D. Schmidt, Certified Hydrologist and the City's geologic consultant for water well development and recharge programs, has been invited to make an informational presentation on the Porterville area watersheds and aquifers. City staff is planning to assist in the presentation of local groundwater levels and customer consumption data.

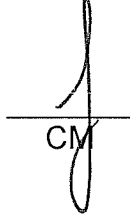
Councilmember Gurrola has requested that Mr. Mario Santoyo, Director and Technical Advisor for the California Latino Water Coalition and Assistant General Manager of the Friant Water Authority, also be afforded time to present before the City Council on the subject of water. Mr. Santoyo is unable to attend the April 8th Study Session due to meetings in Washington D.C., however, he is available the date of Monday, March 24th when he could make such a presentation. The Council would need to approve the scheduling of an additional Study Session for Monday, March 24, 2014.

- RECOMMENDATION: That the Council:
- 1) Approve the scheduling of City Council Study Sessions on "Water" for Tuesday, April 8, 2014, and Tuesday, April 22, 2014 (if necessary), beginning at 5:30 P.M. in the Library Community Room; and
 - 2) Consider the scheduling of a City Council Study Session to receive a presentation by Mr. Santoyo on the evening of Monday, March 24, 2014.

ATTACHMENT: None


Dir

N/A
App/Fund


CM

Item No. 18

TITLE: MEDICAL MARIJUANA - DRAFT - SAMPLE PROVISIONS CONCERNING CULTIVATION AND DISPENSARIES; REQUEST FOR FURTHER DIRECTION

SOURCE: CITY ATTORNEY/COMMUNITY DEVELOPMENT

COMMENT: On December 17, 2013, the City Attorney provided an update to the Council regarding the status of pending lawsuits and requested direction from the Council on developing alternatives and standards for cultivation and/or sales of medical marijuana (cannabis). Per direction given by the City Council this past December, this office, the City Manager, and staff from the Community Development, Police, and Fire Departments have met to discuss and develop potential legislative options regulating the cultivation or distribution of medical marijuana. In its discussions, staff discussed several potential options (which are by no means exhaustive and could be exclusive of each other or combined with one or more of the other options):

- 1) Continue with City's current regulations;
- 2) Prohibit the cultivation/distribution;
- 3) Prohibit cultivation but permit (limited) dispensaries;
- 4) Allow indoor cultivation;
- 5) Allow indoor cultivation but require an accessory structure;
- 6) Allow outdoor cultivation.

ALTERNATIVE 1: Continue Current Provisions:

Under current provisions a person with a "recommend card" can cultivate cannabis for personal use. This does not allow for sale or distribution either individually or through a co-op. Many of the grow sites become sources of complaints by neighbors and attractive to individuals that may see the grow site due to visibility of typical conditions or unobstructed views of the plants themselves. Typical conditions may include shade material or other haphazardly erected materials on top of fences, or temporary shade structures over the top of gardens to screen the views. When called, the police department will typically check quantities and make sure the appropriate recommend cards are on site that warrant the growth of the cannabis. These provisions do not allow for the establishment or operation of a cooperative or dispensary unless the federal government legalizes cannabis.

ALTERNATIVE 2: Fully Restrict the Cultivation and Distribution of Cannabis

This alternative would completely ban the growth and distribution in the city of Porterville. Growth would likely continue around the city outside its boundaries and

medical patients would have to join with someone outside the City to cultivate plants for their use or find a co-op or dispensary where they could purchase cannabis.

ALTERNATIVE 3: Fully Restrict the Cultivation but allow for a Dispensary(ies)

This alternative would still preclude the cultivation of cannabis within the city limits but would establish a methodology to allow for one or more dispensaries based on a population ratio or other formula. The current provisions contained in the Municipal Code would allow one dispensary per 25,000 population; however, as previously stated, dispensaries are currently in conflict with federal law and not clearly addressed by State law either. The ratio is contained in the Code to regulate the number of dispensaries if federal law changes.

As requested at the prior Council meeting, the City Attorney's office has reviewed several cities' policies and ordinances concerning potential alternatives for allowing one or more dispensaries to operate in the city, with or without also restricting/prohibiting cultivation. Cities' dispensary regulations vary greatly. The following are some examples:

Berkeley (pop. 112,580): permits 3 dispensaries (but allows any dispensaries existing at the time to continue in their current locations); otherwise places a 1,000-foot distance restriction regarding cemeteries, middle or high schools, and other dispensaries.

Citrus Heights (pop. 83,301): permits 1 dispensary. A CUP is required. Places a 1,000-foot distance restriction regarding sensitive uses and other dispensaries; prohibited in residential zone; cannot be an accessory use.

Clearlake (pop. 15,250): permits 3 dispensaries, to be increased to 4 when the population reaches 20,000. Zoning restrictions to certain commercial zones, with a 1,200 sq. ft. overall size restriction. Places a 600-foot distance restriction to sensitive uses. Specified a process for competing applications – had an initial 90-day period where applications are processed in the order received and deemed complete. Existing dispensaries were given 30 days to comply. Mandates a public hearing with required criteria to consider.

Cotati (pop. 7,310): 1 dispensary license allowed, with a maximum of 1,000 patients per month. 1,000-1,200 sq.ft. overall size allowance. Places 500-foot distance restriction regarding sensitive uses, and only allowed in the commercial district. Extensive use and operating restrictions.

Dunsmuir (pop. 1,650): no number limitation on dispensaries. Must be in the C-2 district, with additional specific location restrictions. Places a 100-foot distance requirement from residential districts. A CUP is required.

Eureka (pop. 27,191): has an extensive regulatory scheme. Allows cultivation for personal use. With regard to any “co-operative/collectives,” only allows 4 cultivation/processing facilities, and then allows 1 distribution facility for each cultivation/processing facility, along with extensive regulatory requirements. Richmond (pop. 103,701): allows 3 permits for “collectives.” Distance requirement from high schools of 1,500 feet. Distance requirement from sensitive uses of 500 feet.

Richmond (pop. 103,701): allows 3 permits for “collectives.” Places a distance requirement of 1,500 feet from high schools, and 500 feet from sensitive uses.

Oakland (pop. 400,740): allows 8 permits for dispensaries (recently increased in 2010 from 4 permits per 2004 ordinance); location restrictions; product safety and testing standards. The voters of Oakland passed a taxation measure on dispensaries in 2009. Additionally, the City has applied the following fees: one time cultivation application fee of \$5,000 and annual permit fee of \$211,000; for dispensaries one-time application fee of \$5,000 and annual fee of \$60,000. These fees are in addition to any tax revenue received and are based on the costs of regulating and enforcing the City’s requirements. The City also requires that cultivation have a “closed loop connection” to the permitted dispensaries.

Napa (pop. 76,915): Requires a permit for medical marijuana dispensaries or “Aggregated Cultivation Facilities” (any collective or co-operative cultivation). No more than two permitted dispensaries allowed, with a one-year lag required between application processes and the need for more than one dispensary has been determined by the City Council. Only one aggregated cultivation facility allowed for each dispensary. Cultivation allowed only if permitted as such or if conducted at a qualified patient’s residence for their sole use. A CUP is required for dispensaries; restricted to certain zones. Must be operated adjacent to, but separately from, the accessory aggregated cultivation facility. 1,000 foot distance requirement from other dispensaries and 500 foot from youth-oriented uses. A competitive application process is set up for considering permit requests.

As is evident from comparison of these cities, dispensary regulations vary greatly. However, if the City Council wishes to pursue allowing one or more dispensaries, the City Council should also consider whether it wishes to permit collective/co-operative cultivation as well, and determine whether to require such cultivation to establish a direct relationship with the dispensary(ies). If collective cultivation is not allowed, then the City should consider whether it wishes to have additional requirements related to the dispensary’s source of the cannabis.

If the City Council opts to not allow dispensaries in the City at this time, the City Attorney recommends that the provisional dispensary regulations (that would go into

effect in the event federal law changes) be revisited and updated in conjunction with any changes regarding cultivation and other requirements.

ALTERNATIVES 4 – 6: Indoor, Indoor (Accessory Structure), Outdoor Cultivation

The remaining three alternatives are provided below and contain much more detail as they represent staff's understanding of alternatives outlined by the City Council at their December 17, 2013, meeting. Any or all of the three alternatives would be subject to the provisions contained under the headings Cultivation Generally, Preparation, Individual Distribution Prohibited, and Enforcement that precede them. The specific regulations in each alternative seek to address concerns raised by the Council, community residents, advocates, and public safety providers as well as to balance out these interests with the results of recent case law and statutes.

CULTIVATION GENERALLY (applies to all alternatives)

A qualified patient shall be allowed to cultivate medical cannabis for their own personal use. Cultivation of medical cannabis for said use shall be in conformance with the following standards:

- A. No more than one medical cannabis cultivation area shall be permitted on a legal parcel, regardless of the number of dwelling units on the parcel;
- B. Medical cannabis cultivation areas shall be located no closer than 600 feet from one another;
- C. No medical cannabis cultivation site shall be located within 1000 feet of a sensitive use as defined in Chapter 700 (P. 484 – “use, sensitive” – see below for definition);
- D. The residence shall remain at all times a residence with legal and functioning cooking, sleeping, and sanitation facilities. Medical cannabis cultivation shall remain at all times accessory to the residential use of the property;
- E. The qualified patient shall reside at the residence where the medical cannabis cultivation occurs;
- F. Cultivation of medical cannabis for personal use shall occur only on the parcel, occupied by a qualified patient, that is secured, locked, and fully enclosed and rendered inaccessible to minors, and which is for the exclusive use of the qualified patient and otherwise in conformance with this chapter.
- G. Cultivation of medical cannabis for personal use shall not displace required off-street parking, or violate any other provisions of the Porterville Municipal Code;

H. Qualified patients shall have no more than the number of plants the patient is permitted under State law to have, provided that in no case shall any parcel/dwelling have more than ___ (see alternatives 4 – 6 below) plants;

I. The use of gas products (e.g., CO₂, butane, etc.) for medical cannabis cultivation is prohibited;

J. From a public right-of-way, there shall be no exterior evidence of medical cannabis cultivation occurring at the property;

K. Medical cannabis cultivation is prohibited as a home occupation;

L. No distribution of medical cannabis cultivated for personal use shall be allowed other than as otherwise authorized by this Code;

M. Medical cannabis cultivation shall be an accessory use to a primary residential use on a property within the AC, RR, RS-1, RS-2 Zones, or at a single-family residence within the RS-3 or RS-4 Zones. Medical cannabis cultivation is not allowed in multi-family developments;

N. The cultivation of medical cannabis shall not adversely affect the health or safety of the residents of the property on which it is cultivated, or nearby properties through creation of mold, mildew, dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, surface runoff, or other impacts, or be hazardous because of the use or storage of materials, processes, products or wastes pursuant to the standards contained in Chapter 306 of this Code;

O. Medical cannabis cultivation lighting shall not exceed 1,200 watts;

P. The structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes);

Q. All electrical equipment used in the cultivation of medical cannabis, (e.g., lighting and ventilation) shall be plugged directly into a wall outlet or otherwise hardwired and permits obtained pursuant to the California Building, Electrical, Mechanical, Plumbing or other state or local laws rules and regulations;

R. Prior to performing any work on electrical wiring/rewiring, the applicant shall first obtain a building, mechanical and/or electrical permit from the Building Division;

S. If required by California Building or Fire Code, the wall(s) adjacent to the cultivation area shall be constructed with 5/8-inch Type X moisture-resistant drywall; and

T. Medical cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons.

PREPARATION

A. A qualified patient shall be allowed to prepare for personal use medical cannabis cultivated on the property or within his or her private residence or accessory structure. Preparation of medical cannabis cultivated at the residence shall be in conformance with the following standards:

1. Only medical cannabis cultivated at the residence in conformance with this chapter shall be allowed to be prepared for use at the residence;
2. The primary use of a dwelling unit shall remain at all times a residence with legal and functioning cooking, sleeping and sanitation facilities. Medical cannabis preparation shall remain at all times accessory to the residential use of the property;
3. The medical cannabis preparation shall be in compliance with the current adopted edition of the California Codes;
4. The use of gas products (e.g., CO₂, butane, etc.) for medical cannabis preparation is prohibited; and
5. The preparation of medical cannabis shall not adversely affect the health or safety of the residents, the residence or accessory building in which it is processed, or nearby properties through creation of mold, mildew, dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, surface runoff, or other impacts, or be hazardous because of the use or storage of materials, processes, products, or wastes.

B. Medical cannabis preparation is prohibited as a home occupation.

C. No sale or distributing of medical cannabis processed for personal use shall be allowed.

INDIVIDUAL DISTRIBUTION PROHIBITED

Medical cannabis cultivated or processed for personal use as provided for in this chapter shall not be distributed to any person, cooperative or collective, unless as otherwise prescribed by this Article.

ENFORCEMENT

Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including, but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and, as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations.

ALTERNATIVE 4: INDOOR CULTIVATION – PRIMARY OR ACCESSORY STRUCTURE

- A. Medical cannabis indoor cultivation area shall not exceed 50 square feet and shall not exceed ten (10) feet in height per residence; and
- B. The maximum number of plants per parcel or residence, whichever is less, shall be limited to six (6) mature plants.

ALTERNATIVE 5: INDOOR CULTIVATION – ACCESSORY BUILDING

- A. A medical cannabis indoor cultivation area shall be located in an accessory structure, either 1) built for, or 2) legally adapted to horticultural use and shall not exceed 120 square feet in area;
- B. The accessory structure shall be detached from any legally developed habitable building area;
- C. The cultivation area shall not exceed ten feet in height, regardless of the height of the accessory building; and
- D. The maximum number of plants shall be limited to 12 mature plants.

ALTERNATIVE 6: OUTDOOR CULTIVATION

- A. The site area devoted to growing medical cannabis shall not exceed 120 square feet;

- B. The growing of medical cannabis outdoors shall comply with the setback requirements for the primary residence on the property subject to the zoning classification of the property; and
- C.. Medical Cannabis plants shall be grown in an area enclosed with a solid view obscuring fence, secured with self-closing and locking gates, and shall not exceed a maximum height of five (5) feet for properties with a six (6) foot tall fence. In the alternative, plants may grow to a maximum height of seven (7) feet if the area is fenced and screened to eight (8) feet in compliance with applicable Development Ordinance and California Building Code standards.

CONCLUSION

Pros and cons for each of the three primary alternatives are attached to this report. The alternatives have been developed with significant input from the police department and fire department as they are experiencing the effects of the existing regulations and have identified provisions that would generally mitigate significant challenges they face when responding to calls for service at cultivation sites (residences).

Keep in mind that no matter what options are pursued, the City Council will need to fully consider to what extent the City should set up permitting mechanisms to regulate these areas. The City can impose a variety of requirements and restrictions; however the effectiveness of any enforcement will depend the type of accountability/reporting/permitting systems that are put in place. Additionally, the cost of implementing these regulations will also vary with the requirements and type and extent of enforcement activities.

RECOMMENDATION: That the City Council review the alternatives provided by staff and provide direction to staff on developing an ordinance for consideration at a public hearing.

ATTACHMENT: Alternatives Pros and Cons

ALTERNATIVES PROS AND CONS

Alt. 4: (Indoor Cultivation)	
Pros	Cons
Not visible from surrounding properties.	More susceptible to home invasion robberies. More likely to go for product indoors if that's where growing and processing occurs.
Indoor cultivation reduces outside odors.	Advocates believe this does not allow enough production to satisfy need.
Cultivation area could be secured from access by minors.	More likelihood of electrical theft and resulting unsafe conditions due to non-compliance with electrical codes.
Limits the growing area to less square footage than outdoor cultivation due to size of house and need to maintain residency on property.	Higher cost of cultivation may promote energy theft.
Alt 5: Indoor - Accessory Building	
Pros	Cons
Limits visibility from surrounding properties and streets.	More susceptible to robberies entering residential accessory structures.
Reduces outside odors.	Advocates believe this does not allow enough production to satisfy need.
Locating cultivation area in detached accessory building limits risk of home invasion robberies.	Extends risk of illegal and unsafe access to electrical service.
Limits risk of a fire damaging sleeping quarters and catching residents off guard.	
Limits square footage which reduces odors and treatment of larger quantities associated with unrestricted outdoor cultivation.	
Provides more growth area than Alternative 1 by placing in detached accessory structure.	
A property constructed structure would reduce reliance on electricity as in Alt. 1	
Alt. 6: Outdoor Cultivation	
Pros	Cons
Allows patients to grow more as advocates say plants grown outdoors produce more product.	Increased visibility leads to more potential for theft and access by juveniles. Neighborhood concerns with regard to smell increased presence of criminals.
Reduces likelihood for illegal and unsafe access to electrical service.	Reduced area will likely not satisfy advocates.
Lower cultivation cost to patients.	

Note: The fact that most of the regulatory provisions apply across the board to all three alternatives balances out some of the pros and cons. I think the biggest issues relate to safety of fire personnel for indoor grows and law enforcement and the public on outdoor grows.