

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 1, 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: APN 253-192-003. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Johnnie Barber. Under Negotiation: Terms and Price.
 - 3- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN 261-020-010. Agency Negotiators: John Lollis and Baldo Rodriguez. Negotiating Parties: City of Porterville and Lynda Mourton. Under Negotiation: Terms and Price.

4 - 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.

5 - 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.

6- Government Code Section 54956.9(d)(a) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, et al., United States District Court, Eastern District of California, Case No. 12:-CV-01239-LJO-BAM.

6:30 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Virginia Gurrola
Invocation

PRESENTATIONS

Employee of the Month – Irene Anaya

PROCLAMATIONS

Child Abuse Prevention Month, April 2014
National Volunteer Week – April 13 – 19, 2014
National Library Week, April 13 – 19, 2014
Iris Festival Day – April 26

AB 1234 REPORTS

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

1. Consolidated Waste Management Authority (CWMA) – March 20, 2014
2. Tulare County Economic Development Corporation – March 26, 2014

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

- II. Staff Informational Reports
 1. Chase Avenue Park Name Selection
 2. Building Permit Activity – February 2014

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. City Council Minutes of March 18, 2014**
- 2. Request for Approval to Purchase Veterans Park Shade Structure**
Re: Considering approval to purchase a playground shade structure from GT Shade for \$20,120.58.
- 3. Authorization to Purchase Signal Preemption Equipment**
Re: Authorizing the purchase of equipment from Advanced Traffic Products, in an amount of \$66,389, for the proposed use along the Morton and Henderson corridors.
- 4. Authorization to Advertise for Bids – Fiber Optic Installation**
Re: Considering approval of staff's recommended Plans and Project Manual for the project consisting of the purchase and certified installation of a minimum of 12 strands of single mode fiber optic cable from the City's main data center to the City's Transit Center.
- 5. Pioneer Water Company – Water Shares Lease**
Re: Considering authorization to advertise for bidders to lease 400 shares of the City's Pioneer Water Company holdings for 2014, and authorization to negotiate the purchase of water shares up to \$50,000.
- 6. Award of Contract – Fire Rescue Vehicle**
Re: Considering awarding the fire rescue vehicle contract to Rosenbauer America LLC, for an amount not to exceed \$155,665.
- 7. Acceptance of Project – Influent Pump Station Equipment Replacement Project**
Re: Considering acceptance of project from HPS Mechanical, and authorizing the filing of the Notice of Completion for the project consisting of the removal and replacement of four 20 year old influent pumps with submersible pumps at the Wastewater Treatment Facility.
- 8. Acceptance of Project – Well No. 32 Project (Municipal Well Drilling Phase)**
Re: Considering acceptance of project from Zim Industries, Inc., and authorizing the filing of the Notice of Completion for the first phase of the well project located on the north side of Teapot Dome Avenue, east of the Porterville Fairgrounds.
- 9. Acceptance of Project – Veteran's Park Booster Pumps Project**
Re: Considering acceptance of project from Valley Pump and Dairy Systems, and authorizing

filing of the Notice of Completion for the project consisting of the installation of above ground 12" water main, two booster pumps, electrical equipment, SCADA integration and related appurtenances at the booster pump plant located on the east side of Newcomb Street, north of Morton Avenue within Veteran's Park.

- 10. Akin Water Company and City of Porterville Water Service Agreement**
Re: Authorizing the Mayor to execute the Agreement with the Akin Water Company pursuant to the Council's approval on October 15, 2013, pertaining to the provision of water to Akin Water Company customers located south of Lincoln Avenue between 4th Street and Plano Street.
- 11. Renewal of Airport Lease Agreement – Lot 35**
Re: Considering approval of lease agreement between the City and Mrs. Chantal Stewart and Ms. Paula M. Jackson for Lot 35 at the Porterville Municipal Airport.
- 12. Assignment and New Lease Agreement – Airport Lot 36**
Re: Approving Assignment of the Lease Agreement from Robert L. Nichols to Matthew A. Quatacker due to expire on May 31, 2014; and approving a new Lease Agreement with a CPI adjustment in the rental rate with Matthew A. Quatacker for Lot 36 at the Municipal Airport.
- 13. Approval for Community Civic Event – Porterville Unified School District, Porterville Rotary Club and Burton School District – Porterville Celebrates Reading – April 12, 2014**
Re: Considering approval of an event to take place on April 12, 2014, from 10:00 a.m. to 2:00 p.m. at Veteran's Park.
- 14. Request to Advertise Vacancy on Transactions and Use Tax (Measure H) Oversight Committee**
Re: Authorizing staff to advertise the vacancy on the Measure H Oversight Committee with a term to expire in May of 2016.
- 15. Request for Proclamation – Public Safety Telecommunications Week – April 13-19, 2014**
Re: Considering approval of a request for a Proclamation sponsored by Mayor Hamilton to recognize public safety dispatchers.
- 16. 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.
- 17. 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.

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

SCHEDULED MATTERS

- 18. Porterville Hotel Project – Repayment of Community Development Block Grant Loan**
Re: Considering acceptance of payment of the principal amount of \$470,000 of the CDBG loan, and forgiving the accrued interest in the amount of \$245,000 pertaining to the loan

authorized by the Council on July 5, 1988 for the purpose of rehabilitating the Porterville Hotel.

19. Pool Draining Permit

Re: Consideration of the request to adopt a permitting process for the draining of swimming pools.

20. Request for Action by Porterville Unified School District – N. Porter Road

Re: Consideration of request to prohibit tractor-trailers from parking along Porter Road north of Pioneer Avenue.

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 15, 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.

COUNCIL AGENDA: APRIL 1, 2014

SUBJECT: CHASE AVENUE PARK NAME SELECTION

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Parks and Leisure Services Department was awarded a \$2,150,000 Statewide Park Development and Community Revitalization Program grant from the State of California Department of Parks and Recreation to construct a park on Chase Avenue. Park construction is under way with the most recent timeline having the park completed by the end of July 2014.

At the March 3, 2014, City Council Meeting, Council directed staff to conduct a community contest to name the park. The Parks and Leisure Services Commission will review the list of names that have been submitted at their meeting on April 3, 2014, and recommend their top five to the City Council. The item will come before the City Council on April 15, 2014, for the final name selection.

RECOMMENDATION: Information only

ATTACHMENT: Park name submittals

RS Director N/A Appropriated/Funded

J City Manager **REPORT NO.:** II-1

Park Name

Porterville All American City Park
San Pedro River Park
ROYAL- CHASE PARK
Pleasant Park
OUR HOME TOWN PARK
Royal Porter Putnam City Park
UNITY PARK
Pardo Park (after fallen Porterville soldier AJ Pardo)
Pardo Park
Pardo Park
Tule River Park
Tule River Park
Pardo Park to remember our fallen soldier A.J. Pardo who was killed in Afganistan on July 8,2012.
Pardo Park
A.J. Pardo Park
Pardo Park
Pardo Park
Trailhead Park
Pioneer Pride
AJ Pardo Park
Pardo Park
Rio Park
AJ Pardo
Porterville Poppy Park & Play
Pardo Park
Butterfield Park
River Park or Poter Water Park
Sunnyside
Royal Porter Putnam Park
Vandalia Pioneer park
Chicano Park
Case Lok Park
San Joaquin
Porterville Family Park
Fit N Play Park
Sharman Park
Vanni Park
Yokut Park
PAINTED ROCK PARK
FREEDOM PARK
ALL-AMERICAN PARK
Plaza de Sol
Liberty Park
Pioneer Park
Case Lok Park
Ohana Park(Hawaiian for Family)
New Path Park
Tule Park
Chase Park
Fallen Heroes Park
Chase Avenue Park

COUNCIL AGENDA: APRIL 1, 2014

SUBJECT: BUILDING PERMIT ACTIVITY – FEBRUARY 2014

SOURCE: Public Works Department - Engineering Division

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the month of February 2014.

The two main categories include new residential permits issued and new commercial permits issued. New residential permits issued in February 2014 (1) are down 75% from February 2013 (4). There were 2 commercial permits issued in February 2014 (2) compared to none in February 2013.

This year to date, new single-family residential construction is down 33% from last year and new commercial construction is up 200% from last year.

RECOMMENDATION: None. Informational Only.

ATTACHMENT: February 2014 Building Permit Activity Report

P:\pubworks\General\Council\Building Permit Activity Report - 2014-04-01

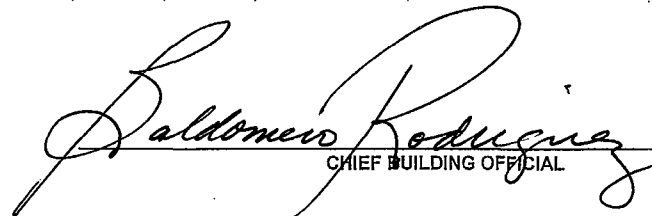
Dir BSW Appropriated/Funded N/A CM J

Report No. II-2

**CITY OF PORTERVILLE - BUILDING DIVISION
 REPORT FOR THE PERIODS OF
 1/1/2013 - 2/28/2013 AND
 1/1/2014 - 2/28/2014**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	FEBRUARY 2014	FEBRUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	FEBRUARY 2014	FEBRUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	FEBRUARY 2014	FEBRUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	1	4	4	6	144,500	1,146,274	713,867	1,531,524	1,914	8,501	8,126	12,597
NEW COMM	2	0	2	0	1,620,000	0	1,620,000	0	4,615	0	4,615	0
RESID IMPROV	6	4	21	12	215,628	9,300	278,728	73,200	3,926	878	8,708	3,520
COMM IMPROV	1	4	4	7	8,000	15,000	57,000	180,000	478	759	3,147	3,377
OTHER	10	12	26	35	61,338	115,444	212,587	262,264	2,117	2,358	5,093	6,434
ELECT	13	14	22	26	213,963	18,500	334,442	58,500	2,684	2,535	4,338	8,498
PLUMB	24	19	60	57	0	0	0	0	2,875	2,832	7,291	8,289
TOTALS	57	57	139	143	2,263,429	1,304,518	3,216,624	2,105,488	18,610	17,863	41,319	42,715

	NEW DWELLING UNITS TOTALS			
	FEBRUARY 2014	FEBRUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	1	4	4	6
TOTAL	1	4	4	6


 CHIEF BUILDING OFFICIAL

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 18, 2014, 5:30 P.M.**

Called to Order at 5:30 p.m.

Roll Call: Council Member McCracken, Council Member Shelton (arrived during Closed Session), Council Member Gurrola, Vice Mayor Ward, Mayor Hamilton

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: Member McCracken, Member Shelton (arrived during Closed Session), Member Gurrola, Vice Chair Ward, Chair Hamilton

ORAL COMMUNICATIONS

None

JOINT CITY COUNCIL/AGENCY CLOSED SESSION:

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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:
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 - 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.

6:35 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported that no reportable action had taken place.

Pledge of Allegiance Led by Council Member Shelton
Invocation - - a moment of silence was observed.

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)
Mayor Hamilton spoke regarding the Public Member Selection Committee and the Executive Officer's Report.
2. Tulare County Association of Governments (TCAG)
Council Member Gurrola spoke of a resolution approving Transportation Development Plans for Porterville, and thanked Richard Tree for allocating LTF funds for streets.

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

Commissioner Moore reported on the following: recent motocross event at the OHV Park; upcoming movie at the park, Spring Kid's Fest, and 4th Annual Corporate Games; Parks maintenance efforts; and Parks and Leisure Services recommendations. Parks and Leisure Services Director Donnie Moore noted the Wall of Fame Ceremony to take place on the 19th.

2. Library & Literacy Commission
Chair Figueroa spoke of: presentations by library staff regarding the English Language and Literacy Intensive Program and the Summer Skill Building Program; City Librarian Cervantes' report regarding Senate bills; and February highlights.
3. Arts Commission
Commissioner Reyes presented the Commission's Long-Term Work Plan.
4. Youth Commission – no report given.
5. Transactions and Use Tax Oversight Committee (TUTOC) – no report given.

ORAL COMMUNICATIONS

- Jerry Stump, thanked the Council for approving the Crossfit 559 event and spoke of its success.
- Robert Johnson, spoke of the CrossFit 559 event; thanked the Council; distributed photos of the event and t-shirts to the Council; and spoke of future events.
- Linda Nichols, recreation therapist, spoke of youth participation in CrossFit and the importance of a healthy lifestyle; and encouraged joining CrossFit 559.
- Arlie Landis, spoke of his participation in the recent WOD Wars/Crossfit 559 event and other competitions.
- Donna Landis, spoke of the CrossFit 559's impact on her family and her son Arlie.
- Michael Thurston, CrossFit 559 trainer, thanked the Council for approving the CrossFit WOD Wars event; spoke of his participation and of the benefits.
- Joanie Stump, spoke of the many successes of Arlie Landis relative to his participation in the CrossFit program.
- Rita Santos, South Valley Chivas Soccer Academy, on behalf of the various soccer organizations in the community, presented a petition requesting lighting of the soccer fields at the Sports Complex.
- Brock Neeley, noted that President Obama had awarded 24 Medals of Honor to veterans, three of which were still living; and requested that a moment of silence be observed.
- Larry Long, commented on the poor quality of the road work on North Main near the solar field.
- Milt Stowe, on behalf of the Porterville Chamber of Commerce, spoke of the upcoming Iris Festival and its significance; and requested continued support of the event.
- Jenna Salazar, Enspirit, Inc., requested support for Festival of Colors Run, Item No. 12.
- Barry Caplan, requested Item Nos. 7-10 be pulled; suggested Council had not followed its own rules relative to the proclamation process and adding items to the agenda.
- Greg Casada, spoke in support of legal methods of obtaining medicinal marijuana; spoke of public safety concerns; and requested compassion.
- Lisa Sparks, spoke of her medical marijuana use and in support of safe access and collectives; and requested that the Council find a happy median.
- Teri Irish, requested that comments regarding Item No. 19 be postponed to the item's consideration.
- Mr. Romaine, a Hanford attorney, spoke regarding legal aspect of proposed Alternative 3; advised that the California Constitution granted the Council authority to regulate dispensaries; and advocated use of J & M Med, Corp.
- Unidentified individuals, spoke in support of marijuana use in moderation.
- Joseph Collins, spoke in favor of outdoor cultivation and in opposition to dispensaries due to

costs.

- Wendall Par, spoke of his back surgeries and use of marijuana for pain management.
- Ron Hulsey, spoke in support of dispensaries and shared negative experience with neighbor who was growing marijuana and taking part in other illegal activities.
- Shawna McGill, spoke in support of cultivation because dispensaries are costly.
- Deborah Hulsey, expressed support for medicinal users; spoke of her own prescription expenses; and voiced support for dispensaries.
- Martha A Flores, spoke of marijuana growth in her neighborhood; and asked that the Council keep in mind community health, safety, economic vitality, and quality of life during its consideration of Item No. 19.
- Deanna Worthington, expressed concerns regarding water being wasted and encouraged public outreach.

The Council recessed for fifteen minutes at 7:55 p.m.

CONSENT CALENDAR

Item Nos. 2, 5, 6 and 12 were removed for further discussion. Council Member Shelton noted his abstentions relative to Item Nos. 14 and 15; and Vice Mayor Ward noted his abstention relative to Item No. 1.

1. PURCHASE OF SPECIALIZED EQUIPMENT

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

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

Documentation: M.O. 01-031814

Disposition: Approved.

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

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.

Documentation: M.O. 02-031814

Disposition: Approved.

4. LONG-TERM WORK PLAN FOR THE ARTS COMMISSION

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

Documentation: M.O. 03-031814

Disposition: Approved.

7. REQUEST FOR PROCLAMATION – IRIS FESTIVAL DAY

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

Documentation: M.O. 04-031814

Disposition: Approved.

8. REQUEST FOR PROCLAMATION – NATIONAL LIBRARY WEEK

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

Documentation: M.O. 05-031814

Disposition: Approved.

9. REQUEST FOR PROCLAMATION – NATIONAL VOLUNTEER WEEK

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

Documentation: M.O. 06-031814

Disposition: Approved.

10. REQUEST FOR PROCLAMATION AND PROMOTIONAL DISPLAY IN PUBLIC RIGHT-OF-WAY – CHILD ABUSE PREVENTION MONTH

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.

Documentation: M.O. 07-031814

Disposition: Approved.

11. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE CHAMBER OF COMMERCE – IRIS FESTIVAL – APRIL 26, 2014

Recommendation: That the City Council approve the Community Civic Event Application and Agreement submitted by the Porterville Chamber of Commerce, subject to the Restrictions and Requirements contained in the Application, Exhibit A and Exhibit B of the Community Civic Event Application.

Documentation: M.O. 08-031814

Disposition: Approved.

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

Recommendation: That the City 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.

Documentation: M.O. 09-031814

Disposition: Approved.

14. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 26, 2013

Recommendation: That the City Council receive the status report and review of the designated local emergency.

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

Documentation: M.O. 10-031814

Disposition: Approved.

15. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

Recommendation: That the City Council:

1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

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

Documentation: M.O. 11-031814

Disposition: Approved.

16. COUNCIL MEMBER REQUESTED AGENDA ITEM – REQUEST FOR THE CITY COUNCIL TO 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.

Documentation: M.O. 12-031814

Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member McCracken that the City Council approve Item Nos. 1, 3, 4, 7 through 11, and 13 through 16. The motion carried unanimously, noting the abstentions above.

SCHEDULED MATTERS

17. CEQA MITIGATION BALLFIELD LIGHTING OPTIONS

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.

City Manager Lollis introduced the item, and the staff report was presented by Parks and Leisure Services Director Donnie Moore.

The Council discussed the proposed softball diamond amenities and associated costs, funds for the next phase of perimeter lighting, the Council Special Purposes Reserves Account, and submittal of an application for MLB Baseball Tomorrow Fund grant monies.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member McCracken that the City Council approve the purchase of two light trailers.

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: Shelton

ABSTAIN: None

ABSENT: None

Documentation: M.O. 13-031814

Disposition: Approved.

Concerns were expressed regarding the use of perimeter lighting versus multi-field lighting, and the use of Special Purposes Reserves funds in the absence of MLB grant funds. Staff advised that the MLB grant funds awarded required a match and were typically smaller in size; and should a grant be awarded, it could be used towards the proposed softball amenities.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member McCracken that the City Council authorize leaving remaining balance of \$55,000 in account until \$146,500 is available to complete the next phase of perimeter lighting; and authorize use of \$26,883 from Council Special Purposes Reserves for proposed softball amenities.

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

Documentation: M.O. 14-031814

Disposition: Approved.

18. SCHEDULING OF CITY COUNCIL STUDY SESSIONS ON "WATER" FOR TUESDAY, APRIL 8, 2014, AND TUESDAY, APRIL 22, 2014

Recommendation: That the City 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 schedule of a City Council Study Session to receive a presentation by Mr. Santoyo on the evening of Monday, March 24, 2014.

City Manager Lollis introduced the item and presented the staff report. The Council discussed the proposed speakers and the extent of information to be covered. Council Member Gurrola spoke in support of Mr. Santoyo's participation.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Gurrola that the City Council 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.

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

Documentation: M.O. 15-031814

Disposition: Approved.

19. MEDICAL MARIJUANA – DRAFT – SAMPLE PROVISIONS CONCERNING CULTIVATION AND DISPENSARIES; REQUEST FOR FURTHER DIRECTION

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.

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

Following the staff report there was extensive discussion regarding the proposed provisions. Council Member Shelton suggested that reducing the number of plants allowed would solve most current issues; and Mayor Hamilton inquired about the absence of a permit or registry process in the options presented.

City Attorney Lew elaborated on the meanings of co-ops and collectives and closed loop dispensaries. City Manager Lollis noted that the Delano dispensaries had been issued a cease and desist order from the Department of Justice, but were still in operation.

The Council voiced concerns regarding conflicting State and Federal laws, medical marijuana abusers, and the proposed distance requirements. Staff was then directed to revise the draft provisions to limit the number of plants to 16, prohibit collective grow sites, incorporate a registry/permit requirement, and allow for indoor and outdoor cultivation. Once revised staff would bring the provisions back to the Council for consideration.

Disposition: Direction given.

CONSENT CALENDAR

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

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 draft Resolution and Measure R Supplemental Agreement and Cooperative Agreement for the purpose of financing the PA&ED at an estimated cost of \$680,000.

The City Manager introduced the item, and the staff report was waived at the Council's request. Council Member Gurrola indicated that she had pulled the item to note that Measure R monies were coming.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member McCracken that the City Council accept Caltrans' State Route 190 PID; authorize the City Engineer to sign the State Route 190 PID; approve moving towards the Project Approval-Environmental Document (PA&ED) phase of the identified Near Term Projects; approve entering into Cooperative Agreement or Agreements with Caltrans for the preparation of Project Approval-Environmental Document (PA&ED); authorize the Mayor and City Manager to execute the Cooperative Agreement with Caltrans; and authorize the Mayor and City Manager to execute the draft Resolution and Measure R Supplemental Agreement and Cooperative Agreement for the purpose of financing the PA&ED at an estimated cost of \$680,000.

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

Documentation: M.O. 16-031814; and Resolution 18-2014
Disposition: Approved.

5. APPROVAL OF CITY CONCESSION LICENSES

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.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton, who had pulled the item, lauded Parks and Leisure Services Director Moore for his work with the organizations.

COUNCIL ACTION: MOVED by Mayor Hamilton, SECONDED by Vice Mayor Ward 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. The motion carried unanimously.

Documentation: M.O. 17-031814
Disposition: Approved.

6. A RESOLUTION APPROVING THE APPLICATION FOR STATE OFF-HIGHWAY VEHICLE GRANT FUNDS

Recommendation: That the City Council adopt the draft resolution approving the application for State Off-Highway Vehicle Grant Funds.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Parks and Leisure Services Director Moore addressed questions regarding projected operation costs.

COUNCIL ACTION: MOVED by Mayor Hamilton, SECONDED by Vice Mayor Ward that the City Council adopt the draft resolution approving the application for State Off-Highway Vehicle Grant Funds. The motion carried unanimously.

Documentation: Resolution 19-2014

Disposition: Approved.

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

Recommendation: That the City 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.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton, who pulled the item, commended Enspirit, Inc. for putting on the event.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Ward that the City 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. The motion carried unanimously.

Documentation: M.O. 18-031814

Disposition: Approved.

ORAL COMMUNICATIONS

- Dawn Jobe, thanked the Council and City staff for their work; suggested that a marijuana grower be consulted when drafting provisions; spoke in favor of co-operatives and collectives; and spoke in opposition to dispensaries and proposed restrictions relative to number of plants and square footage.
- Les Cannon, asked when the proposed restrictions would be effective.

- Jeff Faure, thanked City Attorney Lew for her hard work; and spoke in favor of voluntary registration and patient's rights.
- Mike Pezzi, spoke in favor of co-ops and dispensaries for those who cannot grow themselves, such as the disabled.
- Christian Carrera, spoke in support of a collective.
- Jim Rhodee, voiced his support for collectives.

OTHER MATTERS

- Council Member Gurrola announced that the Senior Center was now open.
- Council Member Shelton reported his attendance at Monster Mammoth Motocross event and Crossfit 559 WOD Wars Fitness Competition.

The Council took a ten minute recess at 10:54 p.m. then reconvened in Closed Session.

CLOSED SESSION

No reportable action took place during Closed Session.

ADJOURNMENT

The Council adjourned at 11:36 p.m. to the meeting of April 1, 2014.

Luisa M. Zavala, Deputy City Clerk

SEAL

Cameron J. Hamilton, Mayor

COUNCIL AGENDA: APRIL 1, 2014

SUBJECT: REQUEST FOR APPROVAL TO PURCHASE VETERANS PARK SHADE STRUCTURE

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

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

City Council approved the purchase of the Zalud Park shade structure from GT Shade at the June 18, 2013, Council meeting. The total cost of the shade and installation was \$26,512.20. Three quotes have been received for a shade structure at Veterans Park:

GT Shade	\$20,128.58
USA Shade	\$25,169.03
Recreation Republic	\$29,588.48

GT Shade is a member of the US Communities government discount program which the City of Porterville has been a member of for several years. The \$20,120.58 is proposed to come from the remaining \$48,487 Housing-Related Parks Program funds allocated for shade structures.

RECOMMENDATION: That the City Council approve the purchase and installation of the Veterans Park shade structure from GT Shade.

ry Director MB Appropriated/Funded

J City Manager

ITEM NO.: 2

SUBJECT: AUTHORIZATION TO PURCHASE SIGNAL PREEMPTION EQUIPMENT

SOURCE: Public Works Department - Transit

COMMENT: Over the past several years, the City's Transit Division has experienced increased population and vehicle traffic growth which has translated to an increase in ridership along Porterville Transit's bus routes. As a result of these factors, Porterville Transit has had some challenges maintaining desired on-time performance levels along certain routes. These issues were referenced in the City of Porterville's 2010 and 2012 Short Range Transit Plan prepared by TPG Consulting. One of TPG's recommendations to the City for addressing the on-time performance and reliability issues was to consider implementing Transit Signal Priority (TSP) at traffic signals along certain Porterville Transit bus routes.

Kimley-Horn, transit consultant, prepared a technical report to document the overall City of Porterville Transit Signal Priority (TSP) deployment strategy, as well as provide the details of Phase 1 and Phase 2 of the City's TSP strategy which includes deployment of TSP technology at several existing intersections. This report lays the foundation for future TSP deployment throughout the City of Porterville, and provides a roadmap to deployment for future phases.

City staff and Kimley-Horn's project team conducted a field review of all existing City traffic signals to identify current equipment and to get a sense of traffic and transit operations. Based on the field review, the City currently has Transit Signal Priority (TSP) and Emergency Vehicle Preemption (EVP) equipment installed at seven intersections, and all operate with Opticom equipment by Global Traffic Technologies (GTT).

In coordination with the City Fire Department, staff identified eleven intersections, located along the Henderson and Morton corridors, to upgrade during the initial phase of the signal preemption project. These eleven intersections will improve not only transit on-time performance, but emergency response time as well. The second phase will include the purchase of transit fleet hardware during the fiscal year 2014/2015. However, emergency vehicles currently equipped with EVP will be able to utilize the upgraded intersections as soon as they are installed.

Dir BSL Appropriated/Funded MB CM J

Item No. 3

The Transit Division currently has \$79,000 budgeted for phase 1 and 2 of the signal preemption project. For phase 1, staff received a quote from Advanced Traffic Products for \$66,389, of which, 80% is reimbursable through federal transit grants with a 20% local match covered by local transportation funds. Additionally, purchasing directly from Advanced Traffic Products will allow the City to receive, at a savings of \$23,000, the Opticom Central Management Software and one-year service agreement.

The Central Management Software is a server-based software program that will allow traffic engineers to remotely manage and maintain intersections, vehicles, communications, and security. The software will also allow the traffic engineers to respond to complaints efficiently and differentiate between vehicles using emergency vehicle preemption and transit signal priority.

Due to the highly specialized equipment already in place at the seven existing intersections, existing equipment installed on the Fire Department's fleet, and the substantial duplication of costs that will not be recovered through open competition, it is staff's recommendation that the City purchase signal preemption equipment directly from Advanced Traffic Products, the sole northern California authorized dealer for all Opticom products.

RECOMMENDATION: That City Council authorize staff to purchase signal preemption equipment from Advanced Traffic Products, at a cost of \$66,389, and authorize payment for said equipment upon satisfactory delivery.

ATTACHMENT: Opticom Sole Source Letter
Vendor Quote



Global Traffic Technologies, LLC
7800 Third Street North
St. Paul, Minnesota 55128-5441

651-789-7333
651-789-7334 fax
www.gtt.com

February 5, 2014

Richard Tree
Transportation Manager
City of Porterville, CA

Dear Mr. Tree,

This letter is being sent in response to your request pertaining to the availability of Global Traffic Technologies, LLC, (GTT) Opticom® Systems. Opticom® Infrared and GPS systems provide safe and controlled passage of emergency vehicles through signalized intersections using internally developed components. Opticom® systems are manufactured solely by GTT for all of our customers globally and distributed directly through our Authorized Dealer Network. The combination of GTT proprietary system design and manufacturing processes are patented and, as such, we are the sole source for this system.

GTT designs, develops and tests each Opticom® component as part of a "matched component system." Security is accomplished through its proprietary design in order to prevent unauthorized use of the system and maintain the system's integrity. Opticom® system users who are concerned about unauthorized use and security of their system should not mix their system with non-Opticom® components. GTT cannot ensure system functionality or performance if used with non-Opticom® system products. The use of Opticom® products with non-Opticom® components could also impact warranty considerations on Opticom® products.

The Opticom® Central Management Software (CMS) is a proprietary software program for the Opticom® system that is not compatible with any other vendor or supplier equipment or software.

Advanced Traffic Products is the sole authorized dealer for all Opticom® products, in the region of Northern California.

Advanced Traffic Products can be reached at (425) 347-6208. Information can also be obtained on their website www.advancedtraffic.com.

Please feel free to contact me if you have any questions or additional requests pertaining to this correspondence. I can be reached at (651) 789-7338.

Sincerely,

A handwritten signature in cursive script that reads "David L. Lahr".

David L. Lahr
Sales Representative-Western Region

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – FIBER OPTIC INSTALLATION

SOURCE: Public Works Department - Transit

COMMENT: In order to meet the City's Transit Division's communication needs, the City is currently installing conduit that will connect the Transit Center to the City's main data center. Plans and project manual have been prepared to extend the City's fiber optic backbone and support the Transit Division in its efforts to improve telecommunications infrastructure.

Currently, the Transit Division's applications are predominately web based and require additional network capacity to function properly. Staff has identified that long-term financial savings will be accomplished if the Transit Center utilizes the City's fiber optic backbone. The plans and specifications are available in the La Barca Conference Room for Council's review.

Additionally, during fiscal year 2014-2015, the Transit Division will be installing a new integrated security system that will require high-capacity network communication back to servers located in the City's main data center. Having the security system linked to the main data center will facilitate improved monitoring and maintenance.

It is staff's recommendation to advertise for proposals for the purchase and certified installation of a minimum of 12 strands of single mode fiber optic cable from the City's main data center to the City's Transit Center.

Proposition 1B is the funding source for this project and was approved in the 2013/2014 Annual Budget.

RECOMMENDATION: That the City Council:

1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

COUNCIL AGENDA: APRIL 1, 2014

SUBJECT: PIONEER WATER COMPANY - WATER SHARES LEASE

SOURCE: Public Works Department - Field Services

COMMENT: At the March 4, 2014, City Council meeting, Council directed staff to retain the City's Pioneer Water Company (PWC) water shares and work with PWC for the optimal time to start using the City's water shares. Council directed staff to continue discussions with PWC and return with any new proposals.

At the PWC board meeting on March 10, 2014, staff informed the Board that the City would be using its water shares. The PWC board did not make any counter offers but individual members urged the City to lease its shares to other users to help the agricultural community.

The City was approached with a potential negotiated water agreement from an individual PWC user. During closed session, Council considered several options and ultimately directed staff to prepare a Council item requesting authorization to solicit bids leasing 400 shares of City PWC water shares for the 2014 calendar year. Council also directed that the remaining 66 shares be used for ground water recharge and refill ponds at Murry Park, if needed.

Pursuant to Council's direction, staff is prepared to solicit bids for the lease of 400 shares of our Pioneer Water Company holdings for the 2014 year. The Pioneer Water Company currently has a moratorium restricting out of system transfers.

A letter soliciting bids on the 400 shares will be sent to all PWC shareholders via the current PWC mailing list. The letter will inform potential bidders that the City's interest is to lease all 400 shares to one party. Further, the letter will also include language indicating the City's interest in purchasing PWC shares. The 2013/2014 Water Operating fund has \$50,000 available to purchase water or water shares.

RECOMMENDATION: That the City Council:

1. Authorize advertisement for bidders to lease 400 shares of the City's Pioneer Water Company holdings for 2014; and
2. Authorize the Public Works Director, or his designee, to negotiate the purchase of water shares up to a total of \$50,000.

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Dir BA Appropriated/Funded MP CM J

Item No. 5

SUBJECT: AWARD OF CONTRACT – FIRE RESCUE VEHICLE

SOURCE: FIRE DEPARTMENT

COMMENT: On March 13, 2014, staff received four (4) bids for construction of a fire rescue vehicle. The proposed vehicle includes a Ford F-550 cab and chassis, a custom fire body, pneumatic and hydraulic power sources for operation of rescue tools, and an emergency lighting package.

The bids are as follows:

	<u>Contractor</u>	<u>Amount</u>
1.	Rosenbauer America LLC.	\$155,665.00
2.	KME Fire Apparatus	\$185,275.10
3.	Emergency Vehicles Inc.	\$195,600.05
3.	Spartan ERV	\$209,280.23

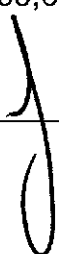
The low bid includes several manufacturer options that could reduce the bid amount by \$6,614.00. Staff is evaluating each of the proposed options and will exercise any and all that comply with the department's performance-based specifications. Additional cost efficiencies may also be identified during the pre-construction conference between fire department staff and the manufacturer's design and engineering team as has occurred with other apparatus purchases. All bid amounts include sales tax and delivery. Staff's expectation is that the final purchase price, including sales tax and delivery, will be less than \$155,665.00 and significantly closer to \$125,000 which was the initial estimate of costs prior to bid. Delivery time is projected to be 295 days.

Funding for this vehicle is available in the department vehicle replacement account and is being augmented with \$50,000.00 from the 2013 Indian Gaming Local Community Benefit Grant.

RECOMMENDATIONS: That City Council authorize staff to award the fire rescue vehicle contract to Rosenbauer America LLC, for an amount not to exceed \$155,665.00.

Dir 

Approp./ Funded 

CM 

Item No. 6.

SUBJECT: ACCEPTANCE OF PROJECT – INFLUENT PUMP STATION EQUIPMENT REPLACEMENT PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: HPS Mechanical has completed the Influent Pump Station Equipment Replacement project per plans and specifications and is asking that the City accept the project as complete. Staff has reviewed all work and found it acceptable. To expedite the project, the City Council authorized staff to spend up to 10% of the equipment cost to pre-purchase the pumps and variable frequency drives (VFD). Council further directed that the remaining 90% of equipment cost be included in the General Contractor's (HPS) bid proposal.

On June 18, 2013, the City Council authorized an expenditure of \$877,227 to pre-purchase the equipment and construct the project. Final pre-purchase and construction costs equals \$839,669 which is \$37,558 less than authorized. The City Council also authorized an expenditure of \$45,000 for Construction Management, Project Administration and Quality Control. Final costs associated with these tasks equals \$38,337 which is \$6,663 less than authorized.

Funding for this project is from the Wastewater Capital Reserve Fund and was approved in the 2012/2013 and 2013/2014 Annual Budget.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention upon recordation of completed project, provided no stop notices have been filed.

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Dir PS Appropriated/Funded MP CM J

Item No. 7

SUBJECT: ACCEPTANCE OF PROJECT – WELL NO. 32 PROJECT (MUNICIPAL WELL DRILLING PHASE)

SOURCE: Public Works Department - Engineering Division

COMMENT: Zim Industries, Inc. has completed the Well No. 32 project per plans and specifications. This is the first phase of the well project and consisted of drilling a 32" diameter bore hole approximately 800 feet deep, installation of steel casing and gravel envelop. The well is located on the north side of Teapot Dome Avenue, east of the Porterville Fairgrounds.

Staff carefully tracks construction costs of all Capital Improvements Projects and reports project construction expenditures when the project is accepted by the City Council. On June 18, 2013, City Council authorized expenditure of \$539,974 for construction, construction management and quality control services for the first phase of the Well No. 32 project. The following itemizes the construction-related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final construction cost is \$463,195.00.
2. Water Quality Testing is \$3,468.50.
3. Construction Management is \$44,525.11.

Total project construction costs equate to \$511,188.61, which is less than the \$539,974 overall budget approved by Council at the time of award. Funding for the Well No. 32 Project is provided by a California Infrastructure and Economic Bank (CIEDB) loan and was approved in the 2012/2013 and 2013/2014 Annual Budget.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention upon recordation of completed project, provided no stop notices have been filed.

ATTACHMENT: Locator Map

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Dir. BLN Appropriated/Funded MB CM J

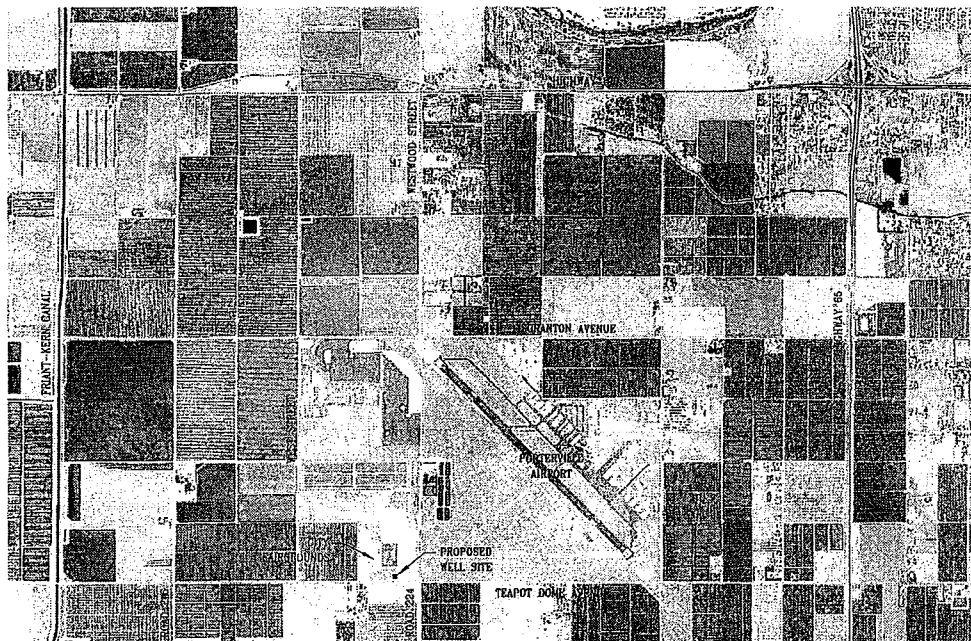
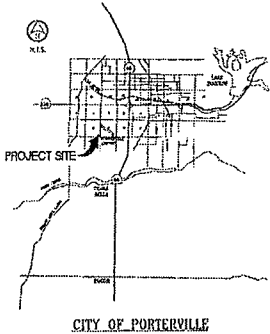
Item No. 8

DRILLING A MUNICIPAL WATER WELL

CITY WELL NO. 32

PROJECT NO.: 89-9722

BID NO.: 12/13 - CP1797



VICINITY MAP
NOT TO SCALE
SECTION 9, T22S, R27E, N.D.B.&M.

SHEET INDEX

- 1 COVER SHEET & VICINITY MAP
- 2 SITE PLAN
- 3 WELL CROSS SECTION
- 3 TOTAL SHEETS

NOTES

CONTRACTOR SHALL CALL U.S.A. FOR LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS, INCLUDING BUT NOT LIMITED TO AN ENCROACHMENT PERMIT AND A WELL DRILLING PERMIT.



DEE JASPAR & ASSOCIATES, INC.
CIVIL ENGINEERS
2000 W. BROADWAY
PORTERVILLE, CALIFORNIA 93257
TEL: 559-326-1100
FAX: 559-326-1101

DESIGNED BY: *Jeffrey Fry* 4-5-13
JEFFREY I. FRY 13182
EXP. 8/30/14

REVIEWED BY: *Carol M. Myer* 4-5-13
CAROL M. MYER 13049
EXP. 11/30/14

APPROVED BY: *Richard E. Beer, P.E.* 4-26-2013
RICHARD E. BEER, P.E. 13 7611
CIVIL ENGINEER 13071/13

APPROVED BY: *Richard E. Beer, P.E.* 3-20-2012
RICHARD E. BEER, P.E. 13 7611
DIRECTOR OF PUBLIC WORKS 13071/13



CITY OF PORTERVILLE
TULARE COUNTY, CALIFORNIA

APRIL 4, 2013

SUBJECT: ACCEPTANCE OF PROJECT – VETERAN'S PARK BOOSTER PUMPS PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Valley Pump and Dairy Systems has completed the addition of Booster Pumps #2 and #3 for the Veteran's Park Booster Pumps project per plans and specifications. The project consisted of the installation of above ground 12" water main, 2 booster pumps, electrical equipment, SCADA integration and related appurtenances. The booster pump plant is located on the east side of Newcomb Street, north of Morton Avenue within Veteran's Park.

Staff carefully tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by the City Council. On March 5, 2013, City Council authorized expenditure of \$210,736.50 for construction, construction management and quality control services for the Veteran's Park Booster Pumps Project. The following itemizes the construction-related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final construction cost is \$155,215.
2. Construction Management and quality control costs are \$37,866.99.

Total project construction costs equate to \$193,081.99, which is less than the \$210,736.50 overall budget approved by Council at the time of award. Funding for the Veteran's Park Booster Pumps Project was approved in the 2012/2013 and 2013/2014 Annual Budget from the Water Replacement Fund and will be reimbursed via the City's CIEDB Loan.

RECOMMENDATION: That City Council:

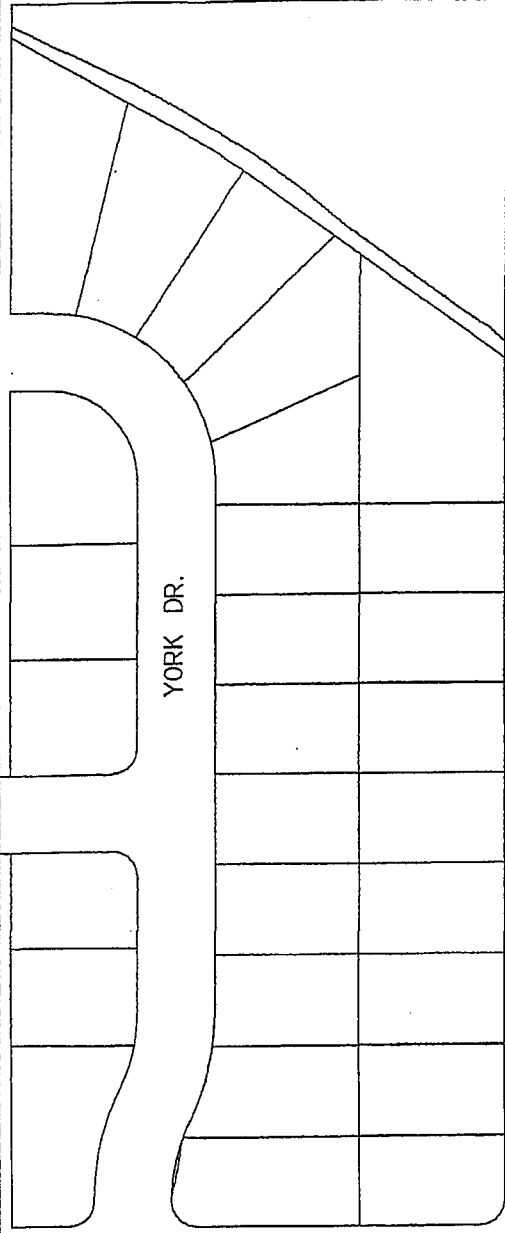
1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention upon recordation of completed project, provided no stop notices have been filed.

ATTACHMENT: Locator Map

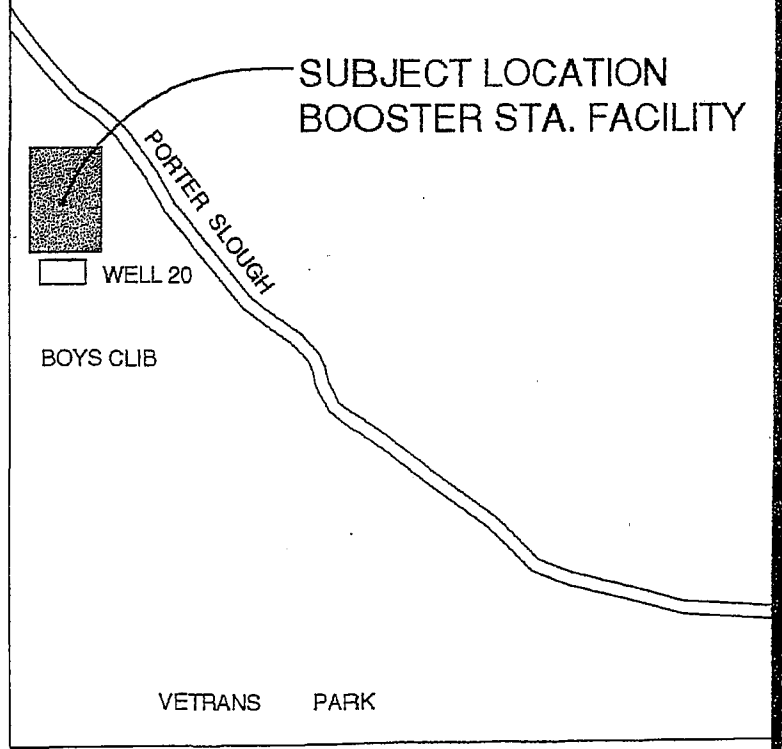
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Dir Bo Appropriated/Funded _____ CM _____

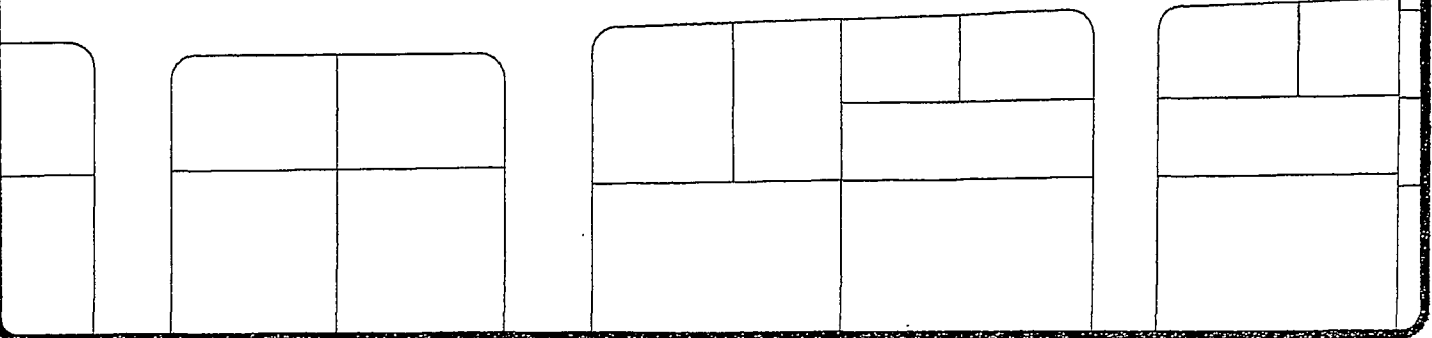
Item No. 9



NEWCOMB ST.



MORTON AVE



SUBJECT: AKIN WATER COMPANY AND CITY OF PORTERVILLE WATER SERVICE AGREEMENT

SOURCE: Public Works Department - Engineering Division

COMMENT: At the October 15, 2013, City Council meeting, staff presented a report outlining the difficulties the Akin Water Company faced in providing potable water to its customers. The Akin wells have tested high in nitrates. The Akin Water Company provides water to 22 individual parcels located south of Lincoln Avenue between 4th Street and Plano Street.

During negotiations between the City and Akin Water, the City provided a "roadmap" whereby the City would be able to provide potable water. One of the conditions included the annexation of the area in question. Annexation rules as promulgated by the Tulare County Local Agency Formation Commission (LAFCo) stipulate that a successful annexation cannot result in the formation of an island. This would have been the case in this situation due to the surrounding area's reluctance to annex to the City.

In the audience and assisting the Akin Water Company was the California Department of Public Health (CDPH). The CDPH offered to pay for the installation of a pipeline system to the Akin properties, install water meters to all properties, pay for the inspection of all constructed work, pay all City water connection fees, and offered to construct and dedicate a new well to the City.

After much deliberation, the City Council accepted the CDPH offer and agreed to provide water to the Akin properties under an extra territorial water service agreement. The Water Service Agreement prepared by staff, reviewed, edited and approved by the City Attorney and found acceptable by the California Department of Public Health is attached for Council's action.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute the Akin Water Company and City of Porterville Water Service Agreement; and
2. Direct the City Clerk to notarize and transmit the Water Service Agreement to the California Department of Public Health.

ATTACHMENTS: Water Service Agreement
Locator Map

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Dir PS Appropriated/Funded MP CM J

Item No. 10

**AGREEMENT BETWEEN THE CITY OF PORTERVILLE
AND THE AKIN WATER COMPANY
FOR POTABLE WATER SERVICE AND SYSTEM MAINTENANCE**

THIS AGREEMENT, made and entered into by and between the CITY OF PORTERVILLE, a California Charter City, hereinafter referred to as City, and the AKIN WATER COMPANY, a private water company located in Tulare County, hereinafter referred to as Water Company.

W I T N E S S E T H:

WHEREAS, Water Company exists for the purpose of providing water to certain residents of East Lincoln Street, located southeast of Porterville in unincorporated Tulare County, California; and

WHEREAS, Water Company is unable to provide safe drinking water to its residents; and

WHEREAS, Water Company's service territory is located within the sphere of influence of City; and

WHEREAS, City has agreed to serve the residents presently served by Water Company with potable water, per City Council Resolution Number _____, adopted by the Porterville City Council on _____; and

WHEREAS, City's request for an Extra-Territorial Service Agreement to serve Water Company was approved by Tulare County LAFCo on _____, per LAFCo Extra-Territorial Service Agreement _____; and

WHEREAS, City has the capacity to serve the Water Company's customers with potable water; and

WHEREAS, Water Company has received Proposition 84 funds from the California Department of Public Health for the purposes of planning and designing the replacement distribution system and

infrastructure necessary to connect Water Company's water system to City's water system, as well as for planning and design of a replacement water source for City; and

WHEREAS, the funding agreements for the aforementioned Proposition 84 funds require an agreement between City and Water Company that commits the City to providing potable water supply after construction of the new system is complete and identifies the party responsible for operation and maintenance of the new water distribution system within Water Company's service territory after construction. The agreement is conditioned on Water Company's surrender of its water supply permit after the Consolidation is complete and the design and construction of a new water source (well) for the City is completed, prior to connecting Water Company to City's water system.

NOW THEREFORE BE IT RESOLVED, that City shall supply with potable water the properties currently served by Water Company, subject to the following terms and conditions:

1. **Consolidation.** City agrees to serve with potable water the properties currently served by Water Company, including all twenty-three (23) subdivision lots and homes located thereon. All drinking water connections shall comply with all applicable local, state and federal requirements, and shall be made under the supervision of City and City's agents. The area to be served includes roads internal to the subdivision, specifically East Lincoln Street and Fourth Street as depicted on the attached map, incorporated as Exhibit A to this Agreement. Water mains will be constructed in Fourth Street and Lincoln Street and in pipeline easements as necessary to provide water service to customers of the Water Company. The reconstructed water distribution system shall be integrated into and made part of the City's water distribution network, and City shall supply water to the residents currently served by Water Company who will become individual customers of the City.
2. **Ownership of Pipeline.** Upon completion of construction of the reconstructed water system, ownership of the water distribution system within Water Company's service territory shall transfer from

Water Company to City. The new system shall be owned, operated and maintained by City as part of its reconstructed municipal water system. In all other ways, Water Company's service territory shall remain independent of City government and remain an unincorporated area of the County and subject to County of Tulare codes, zoning restrictions, and services.

3. **User Fees.** When Water Company's customers become City's customers, they shall pay the current rates for water services charged to other City customers, as set by the City Council.

4. **Other Fees.** The Water Company agrees to pay capacity and connection charges on behalf of its existing customers' construction fund obtained for the purposes of installing new water mains and making water system upgrades as described below. Future development in need of new water service may be subject to regular City fees at the time of connection. If construction funding does not materialize or does not cover such charges and other funding sources cannot be found, this agreement shall be deemed null and void.

5. **Water System Upgrades.** Water Company agrees that prior to the consolidation with the City's system, its water distribution system shall be fully functional, constructed in accordance with City standards and specifications and system improvements accepted by the City Council. Specific conditions to be completed prior to the consolidation are as follows:

A. The Water Company shall reconstruct the existing water distribution system to meet City Standards including, but not limited to, the installation of residential water services and meters of a size and type specified by the City, and pay all applicable water related fees. The reconstruction is subject to plan approval and inspection by City.

B. The two (2) existing wells owned by Water Company will be abandoned in accordance with local, state and federal requirements after the expiration of a mutually agreed-upon period of time to allow residents to connect to the reconstructed water distribution system.

C. The Water Company, within applicable funding rules and restrictions and in accordance

with the scope of work authorized by the California Department of Public Health, consents to the use of a portion of its planning/design and construction grant(s) for the planning and development of an additional water source by and for the City of Porterville.

D. By this Agreement, maintenance of the reconstructed water system shall be performed by City commencing with the transfer of ownership as provided for in Item 2 of this Agreement.

6. **Project Funding.** It is mutually understood that the planning, design and construction of improvements described herein is contingent upon the receipt of anticipated funding from the State of California. Should project funding fail to materialize, or if it is insufficient to accomplish the necessary improvements, then neither party is obligated to the terms of this Agreement.

7. **Inspection.** City will inspect the reconstruction of the drinking water system as construction of the water system progresses on an inspection schedule established by the City. Fees for inspection required by the Consolidation process shall be paid by Water Company.

8. **Permits.** Water Company agrees to obtain all permits necessary for construction. City agrees to submit a Water Supply Permit Amendment Application to the California Department of Public Health, reflecting the change in service area.

9. **Dissolution.** Upon final execution of the consolidation described herein, the Water Company, Akin Water Company, shall cease operation and dissolve its organizational structure, and shall voluntarily surrender its existing water permit for Public Water System ID number 5401038.

10. **Liability.** Upon consolidation of the reconstructed water distribution system and acceptance of the new water source (well), City will assume responsibility for the delivery of safe, potable drinking water to the residents formerly served by Water Company.

11. **Indemnification.** Prior to consolidation/connection of the reconstructed water distribution system, Water Company assumes all responsibility for the control, distribution and disposal of water delivered under this agreement. Water Company shall, to the fullest extent permitted by law, hold

harmless, and indemnify City and its officers, officials, employees and volunteers from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Water Company and its employees, agents and subconsultants, except where and to the extent caused by the negligence or willful misconduct of the City. Upon connection of the reconstructed water distribution system, City assumes all responsibility for the control, distribution and disposal of water delivered under this agreement. City shall, to the fullest extent permitted by law, hold harmless, and indemnify Water Company and its officers, officials, employees and volunteers from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the City and its employees, agents and subconsultants, except where and to the extent caused by the negligence or willful misconduct of the Water Company. The provisions of this section survive completion of the services or the termination of this Agreement.

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

13. **Term.** This agreement shall become effective upon its execution, and shall remain in effect until such time as all conditions described herein are met and the consolidation can be consummated or until _____, whichever occurs first.

14. **Notices.** Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed or to a supervisory employee of that party, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to City at 291 N. Main Street,

Porterville, CA 93257 (Attn: John Lollis, City Manager), or to Water Company at 642 E. Henderson Avenue, Porterville, CA 93257 (Attn: James N. Akin, Owner). Either party may change its address for purposes of this Paragraph by giving written notice of this change to the other party in the manner prescribed by this Paragraph.

15. **Sole and Only Agreement.** This instrument constitutes the sole and only agreement of the parties, City and Water Company, relating to water system consolidation and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

16. **Binding on Heirs and Successors.** This Contract shall inure to the benefit of and be binding on the heirs, executors, administrators, successors, and assigns of each party to this Agreement.

17. **Subject to Valid Laws.** This Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations whether federal, state, county, or city, and any modification made to this Agreement by any such law or ordinance or regulation or to the conduct of the parties under this Agreement shall not impose liability on either party for breach of their duties under this Agreement.

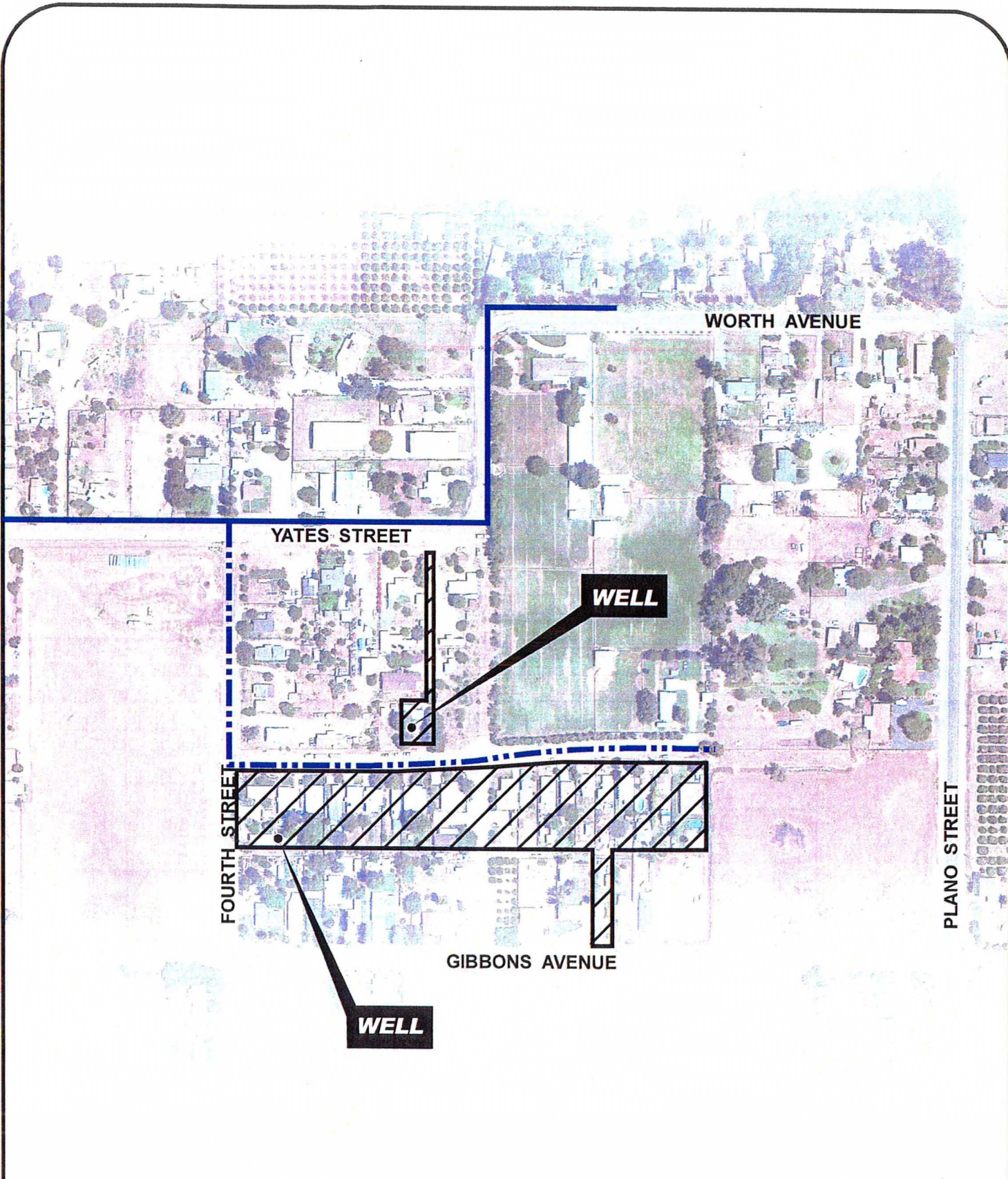
EXECUTED on _____, 2014




City of Porterville:

By: _____
Mayor of Porterville

WATER COMPANY:

By: _____
Owner, Akin Water Company



-  Existing Pipeline
-  Proposed Pipeline
-  Akin Water District



TPG
Consulting
INCORPORATED

Water System Improvements

Akin Water Company

Figure 3

12-261

COUNCIL AGENDA: April 1, 2014

SUBJECT: RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 35

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

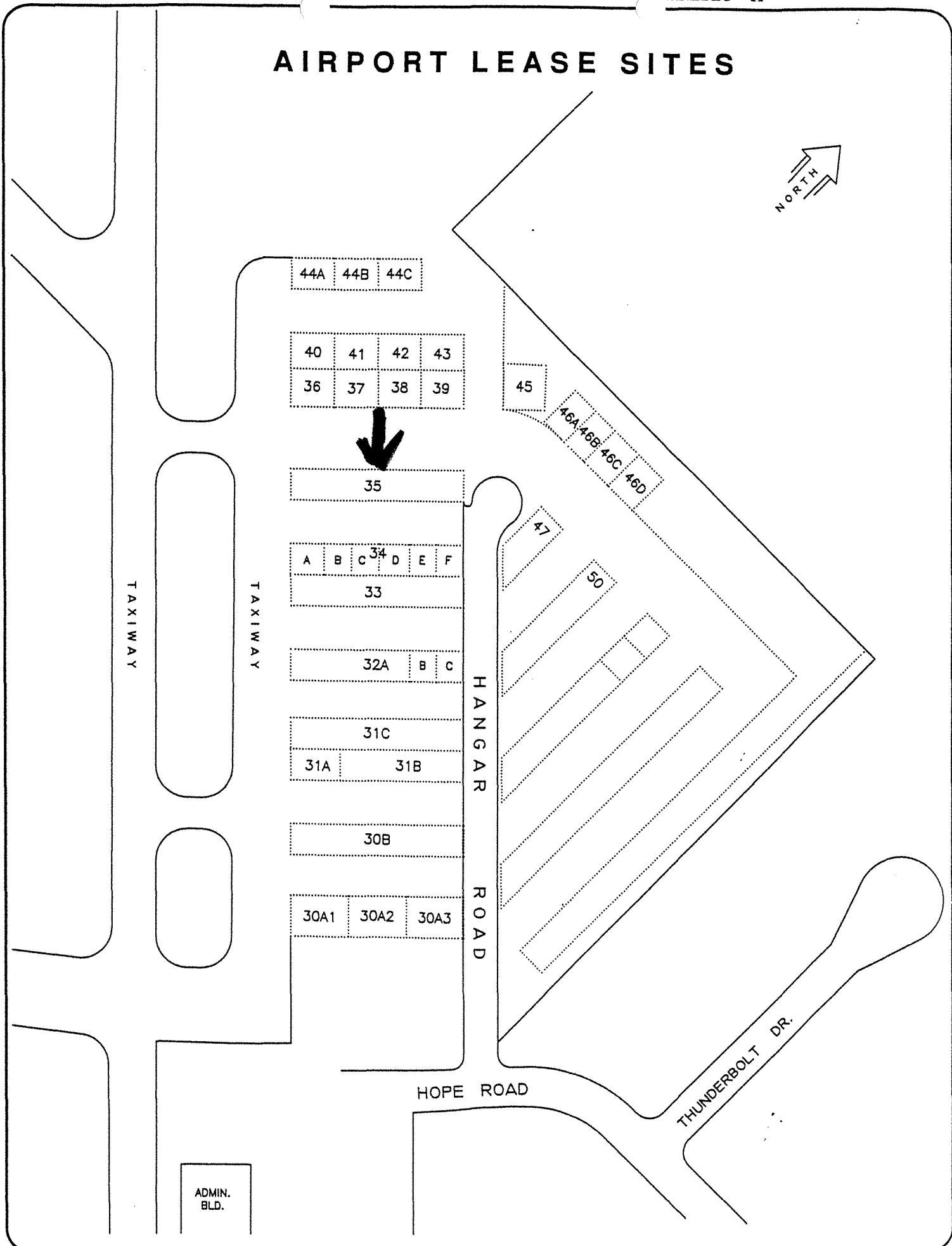
COMMENT: Mrs. Chantal Stewart and Ms. Paula M. Jackson are the current leaseholders of Lot 35 at the Porterville Municipal Airport. The lease expired on March 31, 2014. We have received a request from Mrs. Stewart dated March 4, 2014, to renew her lease for a period of fifteen (15) years. This lot is approximately 14,000 square feet in area and will rent for a rate of \$0.286 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on April 1, 2014 and expire on March 31, 2029.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mrs. Chantal Stewart and Ms. Paula M. Jackson for Lot 35 at the Porterville Municipal Airport.

ATTACHMENT: Locator Map
Letter from Mrs. Stewart requesting renewal
Draft Lease Agreement

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

AIRPORT LEASE SITES



Rec'd 3/7/14

Mrs. Chantal Stewart
P.O. Box 750034
Petaluma, CA 94975

March 4, 2014

Regarding: Airport Lease, Lot 35

Janie Rodriguez,
Accountant, City of Porterville

Dear Janie,

This letter is to confirm that I, Mrs. Chantal Stewart hereby request that my Airport Lease, Lot 35 be renewed for another 15 years. Thank you so much for your prompt attention in this matter.

Best Regards,

Chantal Stewart

Mrs. Chantal Stweart

cc: Jim McDonald, Airport manager
Porterville Municipal Airport

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of April, 2014, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Chantal Stewart and Paula M. Jackson, hereinafter referred to as “Lessee.”

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

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 35 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on April 1, 2014, both parties having executed the same, and shall terminate on March 31, 2029, provided Lessee is not in default with respect to any of the conditions or covenants of this lease.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.286 per square foot per year.

Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 14,000 square feet of land area, said rental rate will be \$4,004.00 annually, or \$333.67 per month, payable in advance.

Beginning January 1, 2015, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

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

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

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

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in

common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

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

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

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

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

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a

possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

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

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

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

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

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and

employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a

fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

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

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire,

affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Chantal Stewart
P.O. Box 750034
Petaluma, CA 94975

To the City: Airport Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

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

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

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

transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of

such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

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

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

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

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

CITY OF PORTERVILLE

LESSEE

By: _____
Cameron J. Hamilton, Mayor

By: _____
Chantal Stewart

By: _____
Paula M. Jackson

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia Lew, City Attorney

COUNCIL AGENDA: APRIL 1, 2014

SUBJECT: ASSIGNMENT & NEW LEASE AGREEMENT – AIRPORT LOT 36

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

COMMENT: Mr. Robert L. Nichols, current leaseholder of Lot 36, has sold his hangar to Mr. Matthew A. Quatacker. The new owner is requesting Council authorization to assume the existing lease between the City of Porterville and Robert L. Nichols commencing April 1, 2014 and expiring on May 31, 2014. Mr. Quatacker is also requesting a new lease agreement for a period of ten (10) years with a five (5) year option to renew. This lot is approximately 4,200 square feet in area and will rent for a rate of \$0.286 per square foot with an annual adjustment according to the change in the Consumer Price Index. The new lease will begin on June 1, 2014 and expire on May 31, 2024.

RECOMMENDATION: That City Council:

- 1) Approve the assignment of the Lease Agreement for Lot 36 between the City of Porterville and Mr. Robert L. Nichols to Mr. Matthew A. Quatacker;
- 2) Approve the new Lease Agreement between the City of Porterville and Mr. Matthew A. Quatacker for Lot 36 at the Porterville Municipal Airport.

ATTACHMENT: Locator Map
Draft Assignment of Lease
Lessor's Consent to Assignment of Lease
Draft Lease Agreement
Letters of Request from the parties

D.D. MB Appropriated/Funded MB C.M. J

Item No. 12

AIRPORT LEASE SITES



44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

47

50

A B C 34 D E F

33

32A B C

HANGAR ROAD

31C

31A 31B

30B

30A1 30A2 30A3

TAXIWAY

TAXIWAY

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.



**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 1st day of April, 2014, by and between Robert L. Nichols, 31589 Success Valley Drive., Porterville, CA 93257, owner of a hangar on Lot 36 at the Porterville Municipal Airport, as the Assignors, and Matthew A. Quatacker, 17736 Ave 168, Porterville, CA 93257, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective April 1, 2014, Assignor hereby assign, transfer and convey to Assignee all of their right, title and interest as Lessee, in, to and under a certain Lease Agreement dated June 1, 1999 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Robert L. Nichols, as original Lessee, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

An airport hangar known as No. 36, and containing a total area of approximately 4,200 square feet, and establishing an original Lease terminating May 31, 2014.

2. Effective April 1, 2014, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignors under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenant said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:
ROBERT L. NICHOLS

ASSIGNEE:
MATTHEW A. QUATACKER

By: _____

By: _____

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 36**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 36, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 1st day of April, 2014.

CITY OF PORTERVILLE

BY: _____

Cameron J. Hamilton
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____

John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____

Julia Lew, City Attorney

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of April, 2014, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Matthew A. Quatacker, hereinafter referred to as “Lessee.”

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

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 36 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2014, both parties having executed the same, and shall terminate on May 31, 2024, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Lessee shall have an option to request an extension of the terms hereof for an additional period of five (5) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement. Lessor is not obligated to grant any extension but said option shall not be unreasonably withheld.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful

money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.286 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 4,200 square feet of land area, said rental rate will be \$1,201.20 annually, or \$100.10 per month, payable in advance.

Beginning January 1, 2015, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

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

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

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

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and

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

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

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

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

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

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

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

any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

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

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

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308

(a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

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

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

To the Lessee: Matthew A. Quatacker
 17736 Ave 168
 Porterville, CA 93257

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

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

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

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either

declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated

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

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

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

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

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

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing

only, signed by the parties in interest at the time of modification.

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

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

CITY OF PORTERVILLE

LESSEE

By: _____
Cameron J. Hamilton, Mayor

By: _____
Matthew A. Quatacker

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia Lew, City Attorney

March 11, 2014

Porterville Airport
ATTN: Jim McDonald
1893 S Newcomb St
Porterville, CA 93257

Dear Mr. McDonald,

My name is Matt Quatacker and I am writing today concerning the land lease on Lot #36 at the Porterville Airport. I would like to assume the land lease from Robert Nichols. It has come to my attention that Mr. Nichols lease expires at the end of May 2014. Therefore, I would also like to request a new 10 year lease with a 5 year option. I understand that I will be paying the \$150.00 lease transfer fee.

Please do not hesitate to contact me with any questions.

Sincerely,



Matt Quatacker
17736 Ave 168
Porterville, CA 93257
(559) 920-1419 PH
mquatacker@ocsnet.net

March 11, 2014

Porterville Airport
ATTN: Jim McDonald
1893 S Newcomb St
Porterville, CA 93257

Dear Mr. McDonald,

My name is Robert Nichols and I am writing today concerning the land lease on Lot #36 at the Porterville Airport. I am currently in the process of selling my hangar on Lot #36 to Matt Quatacker. I am requesting that the land lease be transferred to Mr. Quatacker as it is a condition of completing the sale of the hangar. Mr. Quatacker has agreed to pay the \$150.00 lease transfer fee.

Please do not hesitate to contact me with any questions.

Sincerely,


Robert Nichols

COUNCIL AGENDA: APRIL 1, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE UNIFIED SCHOOL DISTRICT, PORTERVILLE ROTARY CLUB AND BURTON SCHOOL DISTRICT - PORTERVILLE CELEBRATES READING - APRIL 12, 2014

SOURCE: Finance Department

COMMENT: Porterville Unified School District, Porterville Rotary Club and Burton School District are requesting approval for their annual literacy fair, Porterville Celebrates Reading, on April 12, 2014, at Veteran's Park, from 10:00 a.m. to 2:00 p.m. This annual event includes free books and small group presentations for children and parents in order to encourage literacy development.

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: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Porterville Unified School District, Porterville Rotary Club and Burton School District, subject to the stated requirements contained in the Application, Agreement and Exhibit A and Exhibit B.

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

D.D. MB Appropriated/Funded MB C.M. J Item No. 13

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

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: 3/9/14 Event date: 4/12/14
3-11-14 Event time: 10:00-2:00 pm
Name of Event: Porterville Celebrates Reading

Sponsoring organization: Rotary/PUSD/BSD Phone # 793-2400
Address: PUSD-600 W. Grand Ave

Authorized representative: Dr. John Shavely Phone # 793-2400
Address: 600 W. Grand Ave

Event chairperson: Catherine May Phone # cell 788-9053

Location of event Veteran's Park
(Location map must be attached)

Type of event: Literacy Fair for children preschool - Elementary schools and community organizations have booths w/ literacy activities

Non-profit organization status: BL # 00462

(IRS Determination)

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

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

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

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

<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. 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)*

cm 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.**

cm 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.

cm 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.

cm 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.

PUSD/Rotary / BSD	Catherine E. May	3/9/14
(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: _____

Sponsoring organization: _____

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

CITY OF PORTERVILLE

PORTERVILLE CELEBRATES READING

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

No comments.

Parks and Leisure Services Director:

D. Moore

No vehicles allowed to park in the park.
Unloading/loading only on path.

Police Captain:

D. Haynes

Please see conditions/Requirements in
Exhibit B.

Administrative Services Director:

P. Hildreth

Please see Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Unified School District, Porterville Rotary Club
and Burton School District
Event: Porterville Celebrates Reading
Event Chairman: Catherine May
Location: Veterans Park
Date of Event: April 12, 2014
Time of Event: 10:00 a.m. to 2:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Unified School District, Porterville Rotary Club and Burton School District 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.

PORTERVILLE POLICE DEPARTMENT

Porterville Celebrates Reading
Veterans Park April 12, 2014

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:

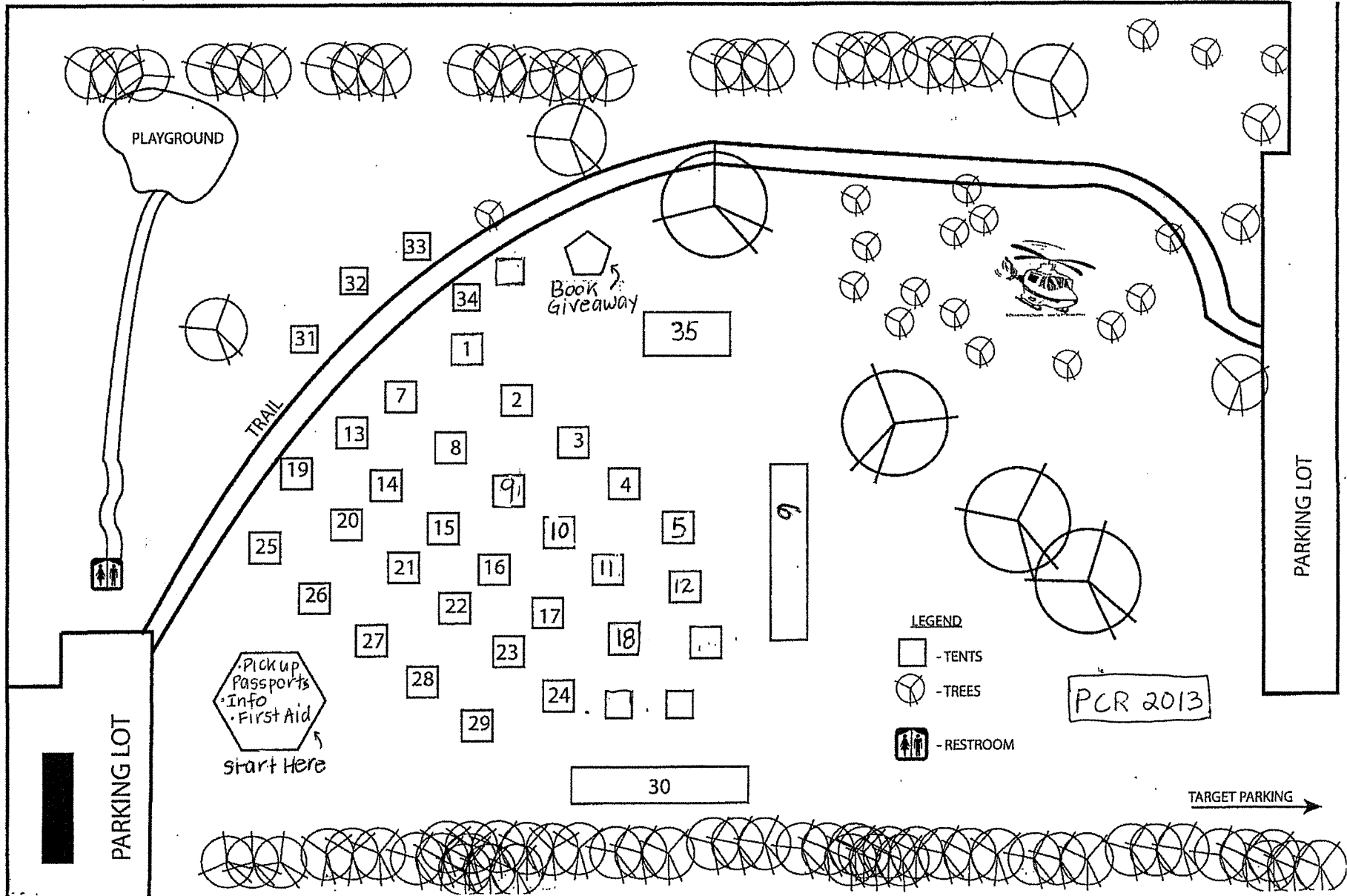
1. The event is in the area of two very busy thoroughfares, Henderson Avenue and Newcomb Street. Event organizers and participants must be mindful of the dangers associated the high flow of vehicular traffic in the area and participants/pedestrians must obey all traffic related laws.
2. Participants/Pedestrians must not interfere with or impede the normal flow of vehicle or pedestrian traffic in the area.
3. Event organizers have requested a permit to use sound amplification equipment. Event organizers are encouraged to be mindful of residences/businesses/institutions in the area when utilizing sound amplification equipment.
4. At conclusion of event, event organizers shall ensure public areas are promptly cleared of any vehicles, equipment, booths or other debris associated with the event/participants.
5. Event organizers should contact Porterville Police Sergeant Rick Carrillo well in advance of the event in order to discuss police and traffic related concerns. Sergeant Carrillo can be reached at 559-782-7408.

Dan Haynes, Captain
Porterville Police Department

MONACHE PARKING

W HENDERSON AVE

N NEWCOMB ST



PLAYGROUND

Book Giveaway

Pick up
Passports
Info
First Aid
start Here

LEGEND

□ - TENTS

⊗ - TREES

♿ - RESTROOM

PCR 2013

TARGET PARKING →

PARKING LOT

PARKING LOT

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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: Catherine may 770 Phillips Circle,
Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Veteran's Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Catherine may
- 4 Type of event for which amplification equipment will be used: Literacy fair
- 5 Dates and hours of operation of amplification equipment: 4/12/14 10:00-2:00 pm
- 6 A general description of the sound amplifying equipment to be used: PA System

Section 18-9

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

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

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any 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.

Catherine E. May
Signature of Applicant

3/9/14
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

5-13-14
Date

CITY COUNCIL AGENDA: APRIL 1, 2014



SUBJECT: REQUEST TO ADVERTISE VACANCY ON TRANSACTIONS AND USE TAX (MEASURE H) OVERSIGHT COMMITTEE

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK

COMMENT: On March 14th, Measure H Oversight Committee Member John Dennis tendered his resignation from the Committee due to his upcoming relocation out of Porterville. Mr. Dennis' resignation thereby creates a vacancy on the Committee with a term due to expire in May of 2016. As is customary, staff requests that the Council direct staff to advertise the vacancy to solicit applications from interested individuals.

RECOMMENDATION: That the City Council direct staff to publicize notice of the vacancy on the Transactions and Use Tax (Measure H) Oversight Committee with a term to expire in May of 2016.

ATTACHMENTS: Resignation letter from John Dennis dated March 14, 2014

DD  Appropriated/Funded rel/A CM 

Item No. 14

John Dennis
190 N Argyle
Porterville, CA 93257

March 14, 2014

City Council
City of Porterville
Porterville, CA


Dear Council Members,

Effective March 14, 2014, I resign from my position as a committee member on the TUTOC (Measure H) committee, and from the CDBG Housing Opportunity and Citizen's Advisory committee. I have sold my house and will be relocating outside of the city limits.

I appreciate the opportunity afforded me to serve for several years on these committees. Thank you for appointing me to serve the City of Porterville in this capacity.

If circumstances allow me to return, I would appreciate the opportunity to renew my service.

Yours truly,



John Dennis

RECEIVED
MAR 14 2014
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES



CITY COUNCIL AGENDA – APRIL 1, 2014

SUBJECT: REQUEST FOR PROCLAMATION – PUBLIC SAFETY TELECOMMUNICATIONS WEEK – APRIL 13-19, 2014

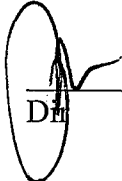
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

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.

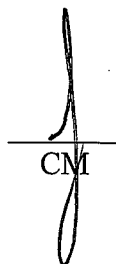
The Police Department has requested that the Council consider approval of a proclamation to recognize April 13-19, 2014, as Public Safety Telecommunications Week. Mayor Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on April 15, 2014.

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

ATTACHMENTS: Request for Proclamation


Dir

N/A
Approp./
Funded


CM

Item No. 15



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 3-18-14

Name of Event/Individual: NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK
"Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: PORTERVILLE POLICE DEPT.

Name of Contact Person: DAN HAYNES, CAPTAIN

Address: 350 N. D STREET, PORTERVILLE, CA

Phone: 559-782-7565 FAX: 559-784-1070

E-mail: DHAYNES@CE.PORTERVILLE.CA.US

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

Date(s) of Event: APRIL 15-19, 2014

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

Individual or representative attending Council Meeting to receive proclamation:
LACUNA BULKHAUS

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: 3/18/14 Sponsored by: _____ Date: _____

Approved by Council: yes no Date: _____

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

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

DRAFT PROCLAMATION

- WHEREAS:** In 1992, Congress declared the second week in April of each year as National Public Safety Telecommunications Week; and
- WHEREAS:** The Porterville Police Department employs thirteen (13) full-time Communications Dispatchers and one (1) part-time dispatcher who provide professional telecommunication services for the community, 24-hours a day, 365 days a year; and
- WHEREAS:** In 2013, our Public Safety Dispatchers answered approximately 180,000 phone calls, including 911 calls for service and business calls. Additionally, the Communications Center documented 70,000 police incidents, 4,000 fire incidents and 12,500 incidents in the City of Lindsay; and
- WHEREAS:** Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and
- WHEREAS:** They are the single vital link for our police officers, firefighters, and emergency medical personnel, and monitor their activities by radio, providing them crucial information and insuring their safety; and
- WHEREAS:** Public Safety Dispatchers calmly and compassionately determine the needs of the caller and promptly dispatch police, fire or medical aid services to help save the lives and property of our citizens; and
- WHEREAS:** During times of crisis, tragedy or other need for public safety response, our Public Safety Telecommunicators stand ready to answer the call and send all the resources needed; and
- WHEREAS:** Porterville's Public Safety Dispatchers serve the public in countless ways on a daily basis, often without due recognition by the beneficiaries of their services.
- NOW, THEREFORE, I, CAMERON J. HAMILTON, Mayor of the City of Porterville, on behalf of the City Council, do proclaim April 13-19, 2014, as,**

PUBLIC SAFETY TELECOMMUNICATIONS WEEK

in the city of Porterville, and urge the community to honor the men and women whose diligence and professionalism keep our city and citizens safe

PROCLAIMED this 15th day of April, 2014.

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 solicited bids from qualified contractors, and with his selection of the lowest bidding contractor, the debris removal is anticipated to be completed this 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. 16

RESOLUTION NO. 85-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

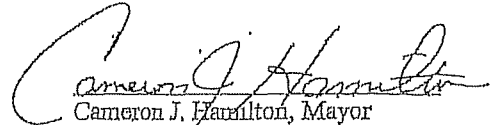
WHEREAS, the Porterville Hotel, 14 North Main Street, sustained major damage in a fire that occurred in the early morning hours of December 26, 2013; and

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.

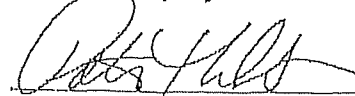
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby declare the existence of a local emergency as a result of a significant fire that occurred at the Porterville Hotel, 14 North Main Street, during the early morning hours of December 26, 2013, and that the remaining 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. Lellis, 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 March 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.

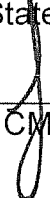
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue (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. 17

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

SCHEDULED MATTER

SUBJECT: PORTERVILLE HOTEL PROJECT - REPAYMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT LOAN

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND: On July 5, 1988, City Council approved a loan in the amount of \$470,000 in Community Development Block Grant (CDBG) funds for the purpose of rehabilitating the Porterville Hotel. As identified in the Promissory Note Secured by Deed of Trust, dated September 7, 1988, interest would accrue at a simple interest rate of three percent (3%) per year, payable annually. The terms of the loan included that the entire loan principal and accrued interest, *unless interest is waived by the City*, is due and payable thirty (30) years from the date of the Promissory Note evidencing the City Loan. In consultation with the regional director for the Department of Housing and Urban Development, it is up to the City to determine whether to forgive the loan or require payback. As such, it is fully within the purview of the City to forgive all or a portion of the debt. The current outstanding balance of the City's CDBG loan is approximately \$715,000 (principal and interest).

The main function of the CDBG loan was to rehabilitate and remodel the existing Porterville Hotel into a 70-unit, low- or very low-income, Single-Room Occupancy affordable housing project. In addition to the CDBG loan, the property owner received a loan for \$700,000 from the Department of Housing and Community Development (HCD).

Through the CDBG and HCD loans, the owner fulfilled the objective of the assistance to provide affordable housing. Unfortunately, due to a myriad of challenges with the project, the 100+ year old building continued to deteriorate and was deemed an unsafe building in 2006. The residents were relocated and the structure was secured to prevent unlawful entry.

On July 18, 2006, City Council authorized staff to begin negotiations with the property owner for the purchase of Porterville Hotel. The objective was to eliminate the blight on the downtown, through acquisition and demolition, preparation of a developable site and marketing the site for development of a mixed use commercial and office building. In 2008, the Porterville Redevelopment Agency approved the issuance and sale of Taxable Tax Allocation Bonds 2008 Series B in order to accomplish the acquisition and demolition of the Porterville Hotel.

Staff was actively pursuing negotiations with the property owner and agreements with HCD when Assembly Bill 1X 26 caused the dissolution of all California redevelopment agencies, and required successor agencies to wind down the affairs of the former agencies. The passage of AB 1X 26 and subsequent adoption of

DD JB Acting APPROPRIATED/FUNDED AB CM J

ITEM NO. 18

clean up language in AB 1484 impeded the Agency's progress on dealing with the blighted property.

On August 7, 2013, the Successor Agency to the Porterville Redevelopment Agency (Successor Agency) received a Finding of Completion from the California Department of Finance (DOF) which permitted the Agency to utilize proceeds derived from bonds issued prior to January 1, 2011, in a manner consistent with the original bond covenants per Health and Safety Code (HSC) Section 34191.4(c). With this approval, the Successor Agency was allowed to utilize remaining bond proceeds for the Porterville Hotel (Hotel) Project. The Hotel Project was deemed an eligible use of the excess bond proceeds held by the Successor Agency pursuant to the Indenture and Official Statement for the Porterville Redevelopment Agency (Porterville Redevelopment Project No. 1) Taxable Tax Allocation Bonds, 2008 Series B (Redevelopment Projects).

COMMENT: Staff of the City of Porterville and Successor Agency have been working since 2006 to complete the Hotel Project. The Hotel Project entails the acquisition of the Hotel property, clearance of title encumbrances (including several monetary liens), demolition of the existing building at the Hotel property, completion of remediation of contamination and preparation of a building pad for development. Once the Successor Agency has obtained a clear title to the Hotel property and the physical site has been cleared, the Hotel property will be sold by the Successor Agency and the net proceeds of the sale (after deducting transaction costs) will be distributed to the taxing entities.

While the catastrophic fire on December 26, 2013, complicated the acquisition, the goal remains to eliminate the blight and provide a clean site to market for development of the cornerstone of Downtown Porterville.

In order to complete the acquisition, the monetary liens need to be satisfied, as well as payment of the First Trust Deed. Staff was able to negotiate an agreement with HCD to satisfy the outstanding principal loan amount of \$700,000 and forgive the accrued interest and any other amounts due.

In keeping with the form of the HCD negotiation, staff is recommending that the City Council consider accepting payment of \$470,000, the principal amount of the loan, and forgive the accrued interest of \$245,000. The basis for this is that the developer created 70 units of low and very-low income housing for approximately 18 years, thereby meeting the purposes of the loan. The condition and design of the building and its location at the gateway to downtown are not conducive to reconstruction of a replacement affordable housing project, which would have allowed the City to retain the outstanding debt on the property as an encumbrance. This would not be possible for other types of development. Further, the building was not suitable for renovation as a residential or commercial development as evidenced by the report commissioned by the City titled, "Development Alternatives and Budget Analysis for Porterville Hotel Building NE Corner Main Street and Olive Avenue, Porterville, CA by Taylor Teter Partnership, December 4, 2007."

Based on the current budget estimates and negotiated contracts pertaining to this project, bond funds are available to pay off the principal balance of the affordable housing loan. It is important to note that any expenditure of bond proceeds on the Hotel Project, or for any other purpose, must be approved by the Oversight Board to the Successor Agency and by the DOF. The Successor Agency approved the expenditure of bond funds to pay the principal balance with forgiveness of accrued interest as outlined in the Purchase and Sale Agreement in the City Council Closed Session Meeting on March 18, 2014, and the Oversight Board approved the same on March 26, 2014. Approval of this action by the City Council will facilitate review and, hopefully, approval by the DOF. If approved by the DOF, staff will bring back to the City Council, through the CDBG process, to identify where the funds would be allocated.

RECOMMENDATION: That the City Council forgive payment of the accrued interest, accepting the principal amount of \$470,000 and to release and reconvey the deed of trust and regulatory agreement recorded against the Porterville Hotel property.

ATTACHMENT:

1. Promissory Note Secured by Deed of Trust, dated September 7, 1988.
2. Draft Resolution.

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$470,000.00

September 7, 1988

FOR VALUE RECEIVED, the undersigned, Porterville Hotel Investors, a California Limited Partnership, Daniels C. Logue, General Partner with its principal office at 4212 North Freeway Boulevard, Suite 4, Sacramento, California 95834 (the Borrower), hereby promises to pay to the order of the City of Porterville (hereinafter the City), a public body, corporate and politic, with its principal office at City Hall, Porterville, California 93257, the principal amount equal to FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000.00) or so much thereof as may be advanced by the City to the Borrower pursuant to a "Regulatory Agreement" dated September 7, 1988, and a "Loan Agreement" dated September 7, 1988, between the Borrower and the City. The obligation of Borrower in respect to all such advances is subject to the terms of (a) the Regulatory Agreement, (b) this Note, (c) the "Deed of Trust" of this same date securing this Note and (d) the Loan Agreement.

1. This Note evidences the obligation of the Borrower to the City for the repayment of funds lent to the Borrower by the City for the purpose of acquisition by Borrower of the real property (the "Property") described in the Trust Deed, resident relocation costs, and cost of furnishings for the operation thereon of a residential hotel "the Project" pursuant to the Regulatory Agreement and the Loan Agreement.

2. The Borrower agrees to pay the indebtedness hereunder as follows: Thirty (30) years from the date of this Note, the Borrower shall pay in full the total principal amount advanced to the Borrower by the City as evidenced by this Note and the Deed of Trust and all interest accrued thereon. Interest shall accrue at a simple interest rate of three percent (3%) per year, payable annually. All interest payments shall be due and payable on the first day of July each year. Annual interest payments may be deferred annually by City at the sole discretion of the City, subject to the results of the annual performance review conducted by the State of California Department of Housing and Community Development and the City.

3. The amount due and payable under this Note and City Trust Deed is payable at the principal office of the City set forth above or at such other place or places that the City may designate to the Borrower in writing from time to time, in any coin or currency of the United States of America which on the respective date of payment thereof shall be legal tender for the payment of public and private debts.

4. All covenants and conditions and agreements contained in the Deed of Trust, the Loan Agreement and the Regulatory Agreement are hereby made a part of this Note. If any installment under this Note is not paid when due or any default occurs in the agreements contained in this Note, the City shall be entitled to exercise rights or remedies hereunder and the entire principal amount outstanding and any accrued interest thereon shall become due and payable at the option of the City and thereafter until paid bear interest at the rate of ten percent (10%) per annum. The date specified shall not be less than thirty (30) days from the date such notice is

**ATTACHMENT
ITEM NO. 1**

shall not be less than thirty (30) days from the date such notice is mailed. The City may exercise its option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the City shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees. The following shall also constitute default under this Note: occurrence of (a) the Borrower's becoming insolvent or bankrupt or being unable or admitting in writing its inability to pay its debts as they mature or making a general assignment with creditors; or (b) proceedings for appointment of a receiver, trustee, or liquidator of the assets of the Borrower or a substantial part thereof, being authorized or instituted by or against the Borrower; or (c) proceedings under any bankruptcy, reorganization, readjustment or debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against the Borrower.

5. No delay or failure of City in the exercise of any right or remedy hereunder or under any other agreement which secures or is related hereto shall affect any right or remedy, and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof, and no action taken or omitted by City shall be deemed a waiver of any such right or remedy.

6. The Borrower hereby agrees to pay all costs and expenses including reasonable attorney's fees, which may be incurred by the City hereof in the enforcement of this Note, the Deed of Trust, or any term or provision thereof. Each maker, endorser, surety, and guarantor of this Note hereby jointly and severally waives demand, protest, presentment, notice of nonpayment, notice of protest, notice of dishonor, and diligence in bringing suit against any party and does hereby consent that time of payment of all or any part of said amount may be extended from time to time by the City without notice. The obligations under this Note shall be without recourse against any Partners, General or Limited, of the Borrower.

7. Any notice to the Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to the Borrower at the address stated below, or to such other address as the Borrower may designate by written notice to the City. Any notice to the City shall be given by mailing such notice by certified mail, return receipt requested, to the City at the address stated above, or such other address as may have been designated by written notice to Borrower.

8. This Note shall be binding upon the Borrower and its successors and assigns. The Borrower shall not make any sale, assignments, or conveyance, or transfer in any other form, of the project referred to above or any part thereof or of any of its interest therein other than in accordance with the terms of the Regulatory Agreement and with the approval of the City.

9. The Borrower shall be entitled to pay the indebtedness evidenced by this Note, or any part thereof, prior to or in advance of the time for payment, without the prior written consent of the City.

10. This Note shall be construed in accordance with and be governed by the laws of the State of California.

11. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision hereof shall not in any way be affected or impaired thereby unless, in the sole discretion of the City, the invalidity, illegality, or unenforceability of the provision negates the program purpose and/or threatens the security of the City.

12. The Borrower hereby certifies to the City that this is the Promissory Note described in and secured by the Deed of Trust covering the real and personal property therein described.

Executed at Porterville, California.

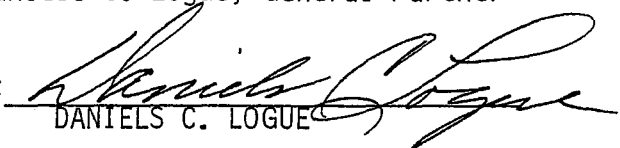
Borrower's Address

4212 North Freeway Blvd., Suite 14
Sacramento, California 95834

Borrower:

Porterville Hotel Investors, A
California Limited Partnership,
Daniels C. Logue, General Partner

By:

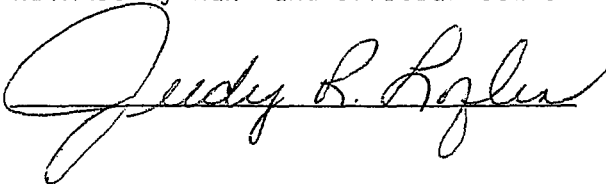

DANIELS C. LOGUE

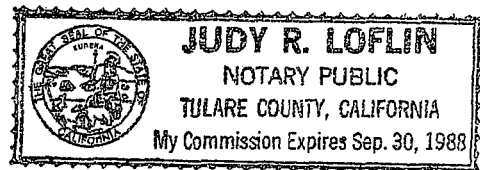
192-18-5541
Social Security Number

STATE OF CALIFORNIA)
 : ss
COUNTY OF TULARE)

On September 7, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIELS C. LOGUE, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.





RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL ACCEPTING THE CLEARANCE OF THE MONETARY LIEN OF THE COMMUNITY DEVELOPMENT BLOCK GRANT LOAN TO THE CITY OF PORTERVILLE FOR ASSESSOR PARCEL NUMBER 261-122-007, TRUSTEES PORTERVILLE HOTEL INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.4(c) AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the former Porterville Redevelopment Agency (“Agency”) was established as a redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq., and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Porterville (“City”); and

WHEREAS, Assembly Bill 1X 26, chaptered and effective on June 28, 2011 (“AB1X 26”), added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 (“AB 1484”), chaptered and effective on June 27, 2012 (together, the “Dissolution Act”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Act and the City Council serves as the governing board of the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”); and

WHEREAS, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the Agency’s affairs, all subject to the review and approval by a seven-member oversight board (“Oversight Board”); and

WHEREAS, the California Department of Finance (“DOF”) issued the Finding of Completion to the Successor Agency on August 7, 2013, which permitted the Agency to utilize proceeds derived from bonds issued prior to January 1, 2011, in a manner consistent with the original bond covenants per Health and Safety Code (“HSC”) Section 34191.4(c); and

WHEREAS, the Porterville Hotel Project is an eligible use of the excess bond proceeds held by the Successor Agency pursuant to the Indenture and Official Statement for the Porterville Redevelopment Agency (Porterville Redevelopment Project No. 1) Taxable Tax Allocation Bonds, 2008 Series B (Redevelopment Projects); and

WHEREAS, The Porterville Hotel Project entails the acquisition of the Hotel property, clearance of title encumbrances (including several monetary liens), demolition of the building and completion of remediation of contamination, as needed. Once the Successor Agency obtains clear title to the Hotel property and the physical site has been cleared, the Hotel property will be sold by the Successor Agency and the net proceeds of the sale (after deducting transaction costs) will be used to defease the bond debt pursuant to HSC Section 34191.4(c)(2)(B).

WHEREAS, on March 18, 2014, the Successor Agency authorized staff to complete negotiations with Porterville Hotel Investors for acquisition of Assessor Parcel Number 261-122-007 and open an escrow account to begin the Porterville Hotel Project.

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

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

Section 2. The City Council hereby accepts the clearance of the monetary lien of the Community Development Block Grant loan to the City of Porterville for the original loan amount of \$470,000, and forgiving payment of the accrued interest.

Section 3. In addition to the authorization of Section 2 above, the City Manager is hereby authorized, on behalf of the City, to sign all other documents necessary or appropriate to carry out and implement the Porterville Hotel Project.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of April, 2014.

By: _____
Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: POOL DRAINING PERMIT

SOURCE: Public Works Department - Engineering Division

COMMENT: At the March 18, 2014, Council meeting, the City Council directed staff to prepare and present a staff report to consider the adoption of a pool draining permit and possible fee.

Staff's research into the matter finds a wide range of programs implemented by various agencies throughout the western United States. Closer to home, the following Cities' pool draining permits are as follows:

Clovis – no permit required, can drain to gutter

Hanford – no permit required, can drain to gutter

Fresno – permit required, no fee, can drain to gutter

Kingsburg – permit required, no fee, can drain to gutter

Visalia – permit required, no fee, can drain to gutter

Arizona appears to be in the forefront in the area of pool draining. For the most part, all of the major Cities and even some of the smaller Cities require a pool draining permit. What they all have in common is that they direct that property owners drain their pool water on the landscape and the 2nd option is to the sewer clean-out. Permit fees vary from \$0 to less than \$50.

Cities that do not charge a pool draining fee state that the owner's monthly water bill will increase when they refill. In the city of Porterville, the owner's water bill would increase approximately \$9.65 for every ten thousand gallons of refill water used.

RECOMMENDATION: That the City Council consider the adoption of a pool draining permit, and provide direction as necessary.

ATTACHMENTS: City of Visalia Pool Draining Permit
City of Kingsburg Pool Refill/Drain Permit

P:\pubworks\General\Council\Setting Public Hearing - Pool Draining Permit - 2014-04-01.doc

Dir. BSL Appropriated/Funded N/A CM [Signature]


Item No. 19

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- City Options**
- Groundwater Recharge
 - Pool Draining Permit
 - Water Conservation Tips
 - Watering Policy
 - West Nile Virus Mosquito Abatement

Pool Draining Permit

Pool Draining Permit

Todays Date:

* Resident's Name:

Address:

City, State, Zip:

* Email:

Day Phone

Pool Company

Pool Company Address:

Pool Company Email:

Pool Company Day Phone:

Business License Number:

Reason for Draining Pool:

Repairs Required and Duration:

Pool Drain Date:

This application is requested by: Resident Pool Company Other

If this application is being completed by someone other than the resident or pool company please fill in the following:

Other Name:

Other Address:

Other City, State, & Zip

Other Email:

Other Day Phone

Other Fax

* Security Word

s e n t e n c e

Please enter the word above in the space below

Please make sure there is no detectable chlorine and the pH is neutral (no less than 6.5 or more than 8.5) before draining.

As of January 2008 all public pools drained and or repaired are to have a anti-vortex drain cover or a dual drain installed.

One draining permit is allowed per year. Allow 2-3 working days for a response. Thank you.



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CITY OF KINGSBURG POOL REFILL/DRAIN PERMIT

TODAY'S DATE: _____ ACCOUNT # _____ CY/RT

NAME	
ADDRESS	
HOME #	
CELL #	
POOL DRAIN	DATE:
POOL REFILL	DATE:

CUSTOMER SERVICE REP.
← **Please verify address in system to make sure account status is "Active"

Important! Prior to draining a swimming pool to the street, you must allow 24-48 hours for all chlorine to dissipate (check with test strip).

NOTE: "FEE" IS TO REFILL POOL NOT DRAIN.

TOTAL GALLONS: _____

FIRST 11,000 GAL	\$19.50
11,000 - 22,000 GALS	8.80
22,000 - 34,000 GALS	11.40
34,000 - AND UP \$1.14	

CASH RECEIPTS PAYMENT TYPE CODE:

TENDER METHOD CODE: CA = CASH; CK = CHECK; MS = CREDIT CARD PYMT

TOTAL DUE:

RECEIPT #

"COPY" FOR SILVIA - - - - - FAX TO PUBLIC WORKS DATE/TIME:

- CUSTOMER'S COPY STAPLED WITH RECEIPT
- CASH DRAWER COPY STAPLED WITH RECEIPT

SAVE COPY OF FAX DOCUMENT & STAPLE TO ORIGINAL PERMIT; FILE IN FOLDER

SUBJECT: REQUEST FOR ACTION BY PORTERVILLE UNIFIED SCHOOL DISTRICT – N. PORTER ROAD

SOURCE: Public Works Department - Engineering Division

COMMENT: On February 12, 2014, the City received a letter from Dr. John Snavelly, Superintendent of the Porterville Unified School District. Dr. Snavelly raised concerns regarding the parking of large semi-tractor trailers and the poor condition of N. Porter Road. The poor condition of N. Porter Road is a direct result from the parking of the large tractor-trailer rigs. The section of Porter Road in question is from Pioneer Avenue north for a distance of approximately 750'.

Porter Road at this location can be considered as Phase I of Parcel Map 4078 recorded in 1993. At full development, N. Porter Road will extend from Pioneer Avenue to Linda Vista and will serve as a frontage road. Even though Parcel Map 4078 shows 16 – ¾ acre parcels and one 5.6 acre parcel, the likelihood that the property will develop as shown in the parcel map is very remote.

Dr. Snavelly asks that the City act to prevent the parking of tractor-trailer rigs along N. Porter Road. This can be accomplished by “candy-striping” the curb or placing “No Truck Parking” signs. Further, Dr. Snavelly asks that the City and Porterville Unified meet to discuss the future use or non-use of N. Porter Road. Staff feels that it is important for the City to meet with Porterville Unified School District to fully understand the School’s position as it relates to their “non-use” statement.

RECOMMENDATION: That the City Council:

1. Direct the Public Works Director to act in whatever manner is appropriate to eliminate truck parking along N. Porter Road; and
2. Direct the City Manager to schedule a meeting with Porterville Unified School District and appropriate City staff to discuss the future use of N. Porter Road.

ATTACHMENT: PUSD Letter Dated February 12, 2014
Locator Map

P:\pubworks\General\Council\Request for Action by PUSD Re North Porter Road Abandonment - 2014-04-01.doc

Dir BS Appropriated/Funded N/A CM [Signature]

Item No. 20

PORTERVILLE UNIFIED SCHOOL DISTRICT

Creating Opportunities. Changing Lives

DISTRICT BOARD OF TRUSTEES

PETE LARA, JR.
President

LILLIAN DURBIN
Vice President

PAT GARCIA CONTRERAS
Clerk

600 West Grand Avenue
Porterville, CA 93257
(559) 793-2400

JOHN SNAVELY, Ed.D.
DISTRICT SUPERINTENDENT
(559) 793-2455
(559) 793-1088 FAX

DISTRICT BOARD OF TRUSTEES

HAYLEY BUETTNER
Member

DAVID DePAOLI
Member

SHARON GILL
Member

KEN GIBBS, Ed.D.
Asst. Superintendent
Business Services
(559) 793-2450
(559) 781-8386 FAX

NATE NELSON, Ed.D.
Asst. Superintendent
Human Resources
(559) 793-2480
(559) 791-0401 FAX

MARTHA STUEMKY, Ed.D.
Asst. Superintendent
Instructional Services
(559) 793-2452
(559) 793-1083 FAX

RICHARD MORRIS
Member

February 12, 2014

The Honorable Cam Hamilton
Mayor of Porterville
291 N. Main Street
Porterville, CA 93257

Dear Mayor Hamilton:

At a recent City/School District Coordinating Committee meeting, the topic of the Porterville Unified School District's current and projected use of the District's facility at 900 West Pioneer Avenue (formerly known as the old Rockwell Manufacturing Plant) was discussed. This facility currently houses the Porterville Adult School, Butterfield Charter High School, the District's central kitchen, and is in the design phase of the Porterville Military Academy.

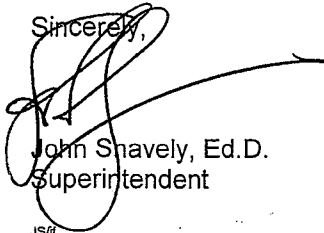
As part of this discussion, the condition and use of Porter Road, which separates our facility and Highway 65, was raised as a concern. Currently, large trucks and trailers routinely park on the street. Often trailers full of goods are placed there without the truck. In addition, the condition of the road, and especially the turn-around at the end, is horrible, if not dangerous.

The purpose of this letter is to seek support of the City Council to address the current condition and to consider the long range use and need of the street. On behalf of the Porterville Unified School District Board of Trustees, we request that City staff take immediate action to prevent the parking of trucks on this street. We also request that discussions between the administration of Porterville Unified School District and the City of Porterville take place to secure permanent solutions to the use, or non-use, of Porter Road.

The District has some very significant and positive plans for this facility that will be of great benefit to the community. It is our desire to work closely with the City to ensure our plans are aligned with the City's vision and goals for this area.

We look forward to further discussions regarding the future of Porterville.

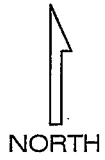
Sincerely,



John Shavelly, Ed.D.
Superintendent

JS/rl
C: PUSD Governing Board
John Lollis, City Manager
City Council
Corres. - COP Porter Rd.

NORTH GRAND AVE.



**SUBJECT
LOCATION**

REID AVE.

HWY 65

PORTER RD.

COBB ST.

PIONEER

OHIO ST

COTTAGE PL
AVE

CLOVERLEAF

LA VIDA

WISCONSIN

MILO ST.

LA VIDA AVE.

CHARLES LN

CLINTON LN

WESTFIELD

AVE

VILLA ST.

HOWLAND ST.

COBB ST.

COBB

LISA LN

MONTE VISTA
ELEMENTARY
SCHOOL