

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 7, 2014, 5:30 P.M.**

Call to Order
Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: City of Porterville Water Rights. Agency Negotiators: John Lollis and Baldo Rodriguez. Negotiating Parties: City of Porterville and Pioneer Water Company. Under Negotiation: Terms and Price.

2 - 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.

3- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Josephine Acevedo v. City of Porterville, Tulare County Superior Court Case No. 254083.

4- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated litigation – Significant Exposure to Litigation: Three cases with facts not yet known to potential plaintiffs.

6:30 P.M. RECONVENE OPEN SESSION

AND REPORT ON REPORTABLE ACTION TAKEN DURING CLOSED SESSION

Pledge of Allegiance Led by Council Member Gurrola
Invocation

PRESENTATIONS

Employee of the Month – Terry Mendez

PROCLAMATIONS

Domestic Violence Awareness Month – October 2014

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): Sept. 18, 2014
2. Tulare County Association of Governments (TCAG): Sept. 15, 2014; Oct. 1-3, 2014
3. Tulare County Economic Development Corporation (TCEDC): Sept. 24, 2014

4. Local Agency Formation Committee (LAFCO): Oct. 1, 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. Animal Control Commission
 4. Arts Commission
 5. Youth Commission
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Vacancies on City Commissions
 2. Building Permit Activity – July and August 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. Authorization to Increase Departmental Contributions for Healthcare and Approval of Budget Adjustments**
Re: Authorizing increase in departmental contributions totaling approximately \$670,000 annually to the City's risk management fund for employee healthcare benefits.
- 2. Purchase of Used Tractor**
Re: Authorizing the purchase of a used Kubota tractor from Farmer's Tractor Supply in the amount of \$15,984 for use at the City's Firearms Training Facility.
- 3. Authorization to Execute Consultant Service Agreements - Surveying Services**
Re: Authorizing agreements with James Winton & Associates, Roberts Engineering, Dee Jasper & Associates, and Four Creeks for surveying services as needed.
- 4. Authorization To Advertise For Bids - Newcomb Street Shoulder Stabilization**
Re: Approving staff's plans and project manual, and authorizing staff to negotiate construction surveying services for the project consisting of the installation of curb, gutter, sidewalk, roadway drainage and asphalt concrete paving along Newcomb Street between Olive Avenue to midway between Forest and Roby Avenues.

- 5. Authorization To Advertise For Bids - Oak Ave Transportation Enhancement (TE) Project**
Re: Approving staff's plans and project manual, and authorizing staff to negotiate construction surveying services and issuance of a \$67,136.71 payment to SCE for the project consisting of an enhanced red brick stamped sidewalk, street trees, benches, trash receptacles, and nostalgic street lights along Oak Avenue between Main Street and Fourth Street.
- 6. Award of Contract - Miscellaneous Concrete and Street Repair Project (Putnam Alley Between D Street and Hockett Street, and Second Street between Mill Avenue and Oak Avenue)**
Re: Awarding contract to JT2 dba Todd Companies in the amount of \$35,751 funded with Special Gas Tax Funds.
- 7. Ratification of Emergency Expenditures – Repair of Well #6 and Repair of the Wastewater Treatment Facility Blower #4**
Re: Ratifying two emergency expenditures in amounts not to exceed \$24,500 for repairs to Well #6 and \$25,000 for repairs to Wastewater Treatment Facility Blower #4.
- 8. Request for Specialized Services with Tesco Controls**
Re: Approving request for specialized service for the upgrade of the Wastewater Treatment Facility SCADA system, which monitors and controls the entire wastewater treatment processes, with TESCO Controls at a cost not to exceed \$194,295.
- 9. Public Safety Building – City Easement Conveyance to Southern California Edison Company**
Re: Accepting SCE's request for an easement for the installation and maintenance of an underground electrical conduit and related facilities at the City's Public Safety Building currently under construction on Jaye Street south of Montgomery Avenue.
- 10. Consideration of Temporary Cargo Container Request**
Re: Considering Walmart's request for a temporary structure permit, in conformance with Resolution 14-2014, to allow for the use of seatrains at its location on Henderson Avenue from October 8, 2014 to January 31, 2015.
- 11. Annual Library Food for Fines Campaign**
Re: Authorizing the eighth annual Food for Fines Campaign to run October 20 through December 20, 2014.
- 12. Renewal of PublicStuff Contract**
Re: Authorizing a three-year renewal with PublicStuff for the myPorterville mobile application in an amount of \$9,133 per year.
- 13. An Agreement to Provide Extraterritorial Services to Akin Water Company and Initiating an Application to the Local Agency Formation Commission to Take Proceedings on the Agreement**

Re: Authorizing staff to initiate an application to LAFCo to take proceedings for the approval of the agreement for the provision of water services to those residents presently served by the Akin Water Company outside the City's jurisdiction.

14. Vandalia Mobile Home Park – Resolution of Support

Re: Adopting resolution of support for the mobile home park's connection to the City's water system and the funding for same through a grant from the California Department of Public Health in the amount of \$85,477.43.

15. Authorization to Execute a Grant Agreement with the Federal Aviation Administration for the Update of the Airport Master Plan Study

Re: Authorizing the execution of a grant agreement with the FAA for \$123,570 (90% of the total cost of \$137,500) for the Airport Master Plan Study Update.

16. Amendment to Employee Pay & Benefit Plan – Porterville City Employee Association

Re: Approving resolution amending the Employee Pay & Benefit Plan pursuant to the terms of the Memorandum of Understanding negotiated with an employee bargaining unit.

17. Request for Proclamation – National Friends of the Library Week – October 19 – 25, 2014

Re: Considering approval of a request to proclaim October 19 – 25, 2014 as National Friends of the Library Week in Porterville.

18. Request for Proclamation – Porterville College Veterans Resource Center Day – November 7, 2014

Re: Considering approval of a request to proclaim November 7, 2014 as Porterville College Veterans Resource Center Day in Porterville.

19. Request for Proclamation – Celebration of Equality, Fairness and Respect for Rights for All Week – November 2 – 8, 2014

Re: Considering approval of a request to proclaim November 2 – 8, 2014 as Celebration of Equality, Fairness and Respect for Rights for All Week in Porterville.

20. Approval of Community Civic Event – Optimist Club of Porterville – Parents Against Bullying – Anti Bullying Rally – October 18, 2014

Re: Considering approval of an event to take place on October 18, 2014, from 11:00 a.m. to 3:30 p.m. at Centennial Park.

21. Approval of Community Civic Event – Veterans Homecoming Committee – Veterans Day Parade – November 11, 2014

Re: Considering approval of annual event to take place on Monday, November 11, 2014, from 6:00 a.m. to 12:00 p.m. along Main Street in downtown Porterville.

22. Approval of Community Civic Event – U.S. Marines Toys for Tots – A Christmas to Remember Car Show and Toy Drive – November 15, 2014

Re: Considering approval of an event to take place on Saturday, November 15, 2014, from 10:00 a.m. to 2:00 p.m. at Veterans Park.

- 23. 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

PUBLIC HEARINGS

- 24. Request for Conditional Use Permit (PRC 2014-009-C) to Allow for the Sale of Alcohol Under a Type 41 Beer and Wine License in Conjunction with a Restaurant for Tony’s Pizza Parlor located at 1304 W. Olive Avenue**
Re: Considering approval of a CUP to permit alcohol sales in conjunction with a restaurant at 1304 W. Olive Avenue.
- 25. Text Amendment to the Development Ordinance to Amend the Definition of Commercial Entertainment Uses and Adjust the Zone Districts Within which Commercial Entertainment and Trade Schools are Allowed**
Re: Considering approval of a text amendment which would increase the area allowed for indoor commercial entertainment uses in the small-scale category from 10,000 sq. ft. to 50,000 sq. ft. citywide, and would also broaden the variety of allowable uses within the small-scale use classification.

SECOND READINGS

- 26. Second Reading - Ordinance 1817, Concerning Medical Marijuana Cultivation**
Re: Giving second reading of Ordinance 1817, an Ordinance of the City Council of the City of Porterville Amending Article I, Section 15-5.1 of the Porterville Municipal Code, Concerning Refusal to Issue Licenses, Repealing Article VII, Sections 15-85 through 15-105, of Chapter 15 and Adding Section 301.23 of the Porterville Municipal Code, Concerning Medical Marijuana Cultivation, waiving further reading, and adopting said Ordinance.

SCHEDULED MATTERS

- 27. Award of Contract - Reclamation Area Lease**
Re: Considering options pertaining to the award of contract for the lease of the City’s reclamation area consisting of 682.4 acres.
- 28. Governor’s Executive Order for California Disaster Assistance Act Funding, and the Provision of Water and Service Delivery to East Porterville Residents**
Re: Consideration of the provision and delivery of water service to East Porterville residents, as well as Porterville Area Coordinating Council’s request for support of Fire Department Reserve Firefighters in said efforts.
- 29. Consideration of City Council Procedural Handbook**
Re: Consideration of the Council’s Handbook.

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 October 21, 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.

INFORMATIONAL REPORT

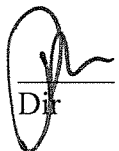
SUBJECT: VACANCIES ON CITY COMMISSIONS

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

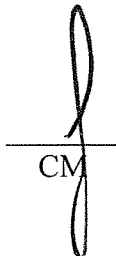
COMMENT: Vacancies currently exist on two of the City's Commissions. The recent resignation of Mr. Eric Mendoza from the Parks & Leisure Services Commission has created a vacancy with a term due to expire in October 2015. In order to be eligible to serve on this Commission, individuals must be residents of the City of Porterville. In addition, the Arts Commission currently has three vacancies. Individuals interested in serving on this Commission must be associated with at least one category of the arts (youth; theatrical/performing; visual/graphic; or music).

As is customary, staff will issue a press release advertising the vacancies to solicit applications from individuals interested in serving, and bring the item back to the Council for its consideration.

RECOMMENDATION: Informational item only.


Dir

N/A
Approp./
Funded


CM

Report No. II-1

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: BUILDING PERMIT ACTIVITY – JULY & AUGUST 2014

SOURCE: Public Works Department - Engineering Division

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of July and August 2014. The two main categories include new residential permits issued and new commercial permits issued.

July 2014 compared to July 2013

New residential permits issued in July 2014 (2) are down 50% from July 2013 (4). One commercial permit was issued in July 2014 compared to none in July 2013.

Year-to-Date (July 2013 to July 2014)

New single-family residential construction permits from January 2014 through July 2014 (16) are down 26% from January 2013 through July 2013 (23). New commercial construction permits from January 2014 through July 2014 (3) are down 25% from January 2013 through July 2013 (4).

August 2014 compared to August 2013

New residential permits issued in August 2014 (2) are down 50% from August 2013 (4). One commercial permit was issued in August 2014 compared to none in August 2013.

Year-to-Date (August 2013 to August 2014)

New single-family residential construction permits issued from January 2014 through August 2014 (19) are down 26.9% from January 2013 through August 2013 (27). New commercial permit issued from January 2014 through August 2014 (4) are the same as issued from January 2013 through August 2013 (4).

RECOMMENDATION: None. Informational Only.

ATTACHMENTS: July 2014 Building Permit Activity Report
August 2014 Building Permit Activity Report

P:\pubworks\General\Council\Building Permit Activity Report - 2014-10-07


Dir BSL Appropriated/Funded MP CM J

Report No. II.2

**CITY OF PORTERVILLE - BUILDING DIVISION
 REPORT FOR THE PERIODS OF
 1/1/2013 - 8/31/2013 AND
 1/1/2014 - 8/31/2014**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	AUGUST 2014	AUGUST 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2014	AUGUST 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2014	AUGUST 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	2	4	19	27	249,663	731,377	14,358,252	6,240,304	4,480	9,644	144,983	59,493
NEW COMM	1	0	4	4	5,200,000	0	7,595,000	9,055,267	0	0	11,486	26,138
RESID IMPROV	12	9	82	67	137,700	48,635	1,058,160	706,545	3,462	3,085	29,736	22,235
COMM IMPROV	5	3	39	46	1,108,000	2,024,770	14,327,350	15,317,642	7,532	4,862	43,692	53,580
OTHER	19	17	144	167	424,584	149,172	1,784,118	1,499,114	3,694	3,075	29,336	33,042
ELECT	45	15	179	134	662,980	16,500	2,707,680	1,040,774	7,616	1,761	31,777	26,668
PLUMB	44	43	324	266	0	12,824	2,875	15,024	6,217	5,394	41,343	37,354
TOTALS	128	91	791	711	7,782,927	2,983,278	41,833,435	33,874,670	33,001	27,822	332,352	258,510

	NEW DWELLING UNITS TOTALS			
	AUGUST 2014	AUGUST 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	2	4	18	27
MULTI FAMILY	0	0	168	0
TOTAL	2	4	186	27

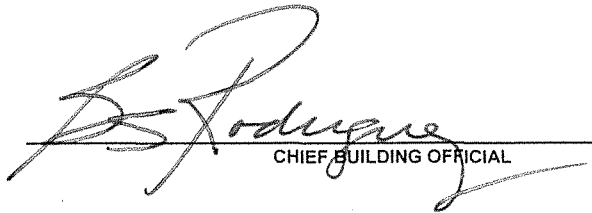


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
 REPORT FOR THE PERIODS OF
 1/1/2013 - 7/31/2013 AND
 1/1/2014 - 7/31/2014

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JULY 2014	JULY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2014	JULY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2014	JULY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	2	4	17	23	372,662	664,000	14,108,589	5,508,927	3,678	8,260	140,503	49,849
NEW COMM	1	0	3	4	775,000	0	2,395,000	9,055,267	6,870	0	11,486	26,138
RESID IMPROV	9	10	70	58	102,900	120,110	920,460	657,910	3,146	3,267	26,274	19,150
COMM IMPROV	7	6	34	43	432,850	1,071,897	13,219,350	13,292,872	8,974	9,022	36,160	48,717
OTHER	12	21	125	150	153,465	182,605	1,359,534	1,349,942	2,177	4,325	25,642	29,967
ELECT	27	17	134	119	365,118	171,850	2,044,700	1,024,274	4,827	2,967	24,161	24,907
PLUMB	49	42	280	223	1,000	0	2,875	2,200	6,278	5,835	35,126	31,960
TOTALS	107	100	663	620	2,202,995	2,210,462	34,050,508	30,891,392	35,951	33,677	299,351	230,689

	NEW DWELLING UNITS TOTALS			
	JULY 2014	JULY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	2	4	16	23
MULTI FAMILY	0	0	168	0
TOTAL	2	4	184	23


 CHIEF BUILDING OFFICIAL

SUBJECT: AUTHORIZATION TO INCREASE DEPARTMENTAL CONTRIBUTIONS TOWARDS HEALTHCARE AND APPROVAL OF BUDGET ADJUSTMENTS

SOURCE: ADMINISTRATION


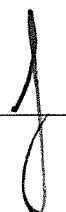
COMMENT: The City's self-funded healthcare plan's assets held in the Risk Management Fund have gradually depleted over the course of the last several years. This is attributed to expenditures increasing while fund contributions have remained static. The increasing medical costs are primarily driven by the implementation of the Affordable Care Act. In order to address the fund deficiencies, the City has made healthcare its primary focus in negotiations with the City's bargaining units. The City has proposed cost-saving amendments as well as increased contributions by employees and dependents. As a part of this comprehensive solution, staff further proposes increased departmental contributions into the fund.

The last change in the City-paid medical benefits was back in June of 2005. Staff proposes the following changes to the City's contribution to the Health Benefit Plan assets:

<u>Current</u>	<u>Proposed</u>
<u>Departmental Contribution</u>	<u>Departmental Contribution</u>
Employee \$300/mo	Employee \$700/mo
Employee +1 \$450/mo	Plus Spouse \$700/mo
Employee +2+ \$675/mo	Plus Children \$700/mo
	Plus Family \$700/mo

The estimated total cost of the proposed increase is approximately \$670,000 annually. The General Fund portion of this cost is about 70%. Staff feels very strongly that this increase is necessary to support the City's self-funded healthplan and to avert a deficit in the Risk Management Fund. Staff therefore recommends that the City Council approve the proposed change in City-paid medical benefits effective October 1, 2014 and authorize the necessary budget adjustments to the Departments' appropriations.

RECOMMENDATION: That the City Council approve the increase in City-paid medical benefits effective October 1, 2014 and authorize the necessary budget adjustments.

D.D.  Appropriated/Funded MMB C.M.  Item No. 01

SUBJECT: PURCHASE OF USED TRACTOR

SOURCE: Police Department

COMMENT: The Porterville Police Department Firearms Training Facility consists of approximately seven acres of land. Aside from the firing range, which consists of concrete and three large earth berms, there is also approximately two acres of lawn and trees and approximately two acres of open land.

This property is utilized for firearms training for the Porterville Police Department and multiple other agencies. It is additionally utilized for training of K-9s, SWAT personnel, and other miscellaneous events.

The property is completely maintained by Porterville Police Department staff. Regular maintenance includes mowing, pruning of trees, disking weeds for fire prevention, etc. In order to properly maintain the facility, staff has routinely borrowed tractors from other City departments. Purchase of a new tractor and necessary attachments did not seem feasible or practical because of the cost.

Staff recently located a used tractor at Farmer's Tractor Supply that is equipped with all attachments necessary to maintain the facility (5' rotary mower, 3-pt disc, front loader, etc.). This tractor is reasonably priced at \$15,984 and would meet the maintenance needs of the training facility for many years to come.

Funding for this purchase is currently available through the Department's Federal Asset Forfeiture account.

RECOMMENDATION: That the City Council:

- 1) Authorize the Police Department to purchase a used Kubota tractor from Farmer's Tractor Supply per attached quote.

Attachment: Price quote from Farmer's Tractor Supply

D.D. 

Appropriated/Funded 

C.M. 

Item No. 2

SUBJECT: AUTHORIZATION TO EXECUTE CONSULTANT SERVICE AGREEMENTS
– SURVEYING SERVICES

SOURCE: Public Works Department - Engineering Division

HISTORY: Almost all capital improvement projects administered by the City of Porterville require construction surveying services. Over the past 10 plus years, staff has written language in the contract documents that require the contractor to hire a Civil Engineer or Land Surveyor for these services. The language used by staff is not uncommon and similar to what other Tulare County agencies place in their contract documents. Recently, a Tulare County agency was challenged on the legality of a contractor securing professional surveying services.

The State of California Board of Professional Engineer, Land Surveyors, and Geologists, the governing board tasked with ensuring compliance with the Business and Professional Code (B & P C), got involved with this challenge. B & P C §8726 and B & P C §8729 provides definitions for services rendered by a land surveyor. The board ruling states that the hiring of professional services by a contractor is not in compliance with the stated B & P C.

Furthermore, the hiring of a land surveyor by a contractor bidding a public works project circumvents Government Code, §4526, commonly known and referred to as California's "Little Brooks Act." This "Act" requires all professional services contracted by a state or local agency to be based on competency and qualification standards. The City's past specification writings do not ensure that the approved contractor or the City is selecting a professional land surveyor in accordance with these standards.

COMMENT: In order to comply with California's "Little Brooks Act," staff contacted the local civil engineering firms and requested resumes of the individual(s) involved in land surveying within their firm and a fee schedule for these services. The local firms have the requisite experience and staff to accommodate the needs of the City of Porterville. Resumes and fee schedules are attached for Council's reference. The most applicable portion of the fee schedules are summarized below:

DIR OR Appropriated/Funded MB CM J

Item No. 3

<u>Local Firm</u>	<u>Fee Schedule Amount</u>	
James Winton & Associates	Land Surveyor:	\$100/hr.
	2-Man Survey Crew:	\$260/hr.
Roberts Engineering	Land Surveyor:	\$180/hr.
	2-Man Survey Crew:	\$260/hr.
Dee Jaspar & Associates	Land Surveyor:	\$130/hr.
	2-Man Survey Crew:	\$230/hr.
Four Creeks	Land Surveyor:	\$115/hr.
	2-Man Survey Crew:	\$225/hr.

Staff is seeking authorization to enter into Service Agreements with each firm for surveying services on a rotational basis. Staff will seek surveying services from the firms in the order listed above. If a financial agreement can be negotiated based on project specifics and the firm has the capacity to meet the project schedule, the project will be awarded to that firm.

Consequently, if the firm and staff are unable to reach an agreement for the surveying services and/or the project schedule, the City will seek services from the next firm in line. In the case where a firm is passed by, the next project will be presented to that firm in hope of agreeing upon a fee and schedule. This selection process will continue for each project with the goal of equally distributing the surveying services to each firm as needed by the City.

On occasion, staff may also seek the services of these firms to perform topographical surveys which are necessary for nearly all capital improvement projects. There may also be times when the firm is needed for other services, such as, but not limited to, boundary surveys, re-establishment of destroyed monuments, updating the City's horizontal and vertical datum, etc. The goal is to obtain any and all necessary surveying services so as to expedite capital improvement projects and maintenance of survey records published by the Engineering and Building Division of the Public Works Department.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute the Consultant Service Agreements with each firm at the presented fee schedules;
2. Authorize progress payments up to 100% of the agreed upon fee amounts; and

3. Authorize a 10% contingency to cover unforeseen costs.

ATTACHMENT: Firms' Resumes and Fee Schedules

P:\pubworks\GeneralCouncil\Authorization to Execute Consultant Service Agreements - Surveying Services - 2014-10-07.doc

JAMES WINTON & ASSOCIATES
CIVIL ENGINEERING • PLANNING • LAND SURVEYING

150 West Morton Ave.
Porterville, CA 93257

(559) 781-2700
Fax (559) 781-2689

September 17, 2014

Mike Reed
City Engineer
City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

17 *JB*
SEP 16 2014

**City of Porterville
Public Works Dept.**


Dear Mike,

As requested, enclosed are copies of our current fee schedule including the per diem rates for the survey crew, a brief firm description and resume's for myself and the surveyors.

We appreciate the opportunity of being considered for on-call surveying services.

Should you have any questions or require additional detail related to the enclosures, please let me know.

Very Truly Yours,


James S. Winton
Civil Engineer

JSW/bg
Encls.

James Winton & Associates
 Civil Engineering, Planning & Land Surveying
 150 W. Morton Ave.
 Porterville, Ca 93257
 (559) 781-2700

FEE SCHEDULE

Effective February 1, 2014

The basis of per diem charges for engineering and planning services shall be as follows:

Civil Engineer -	Court Appearance, Preparation & Expert Testimony	\$ 200.00/hr.
Civil Engineer -	Principal in Consultation & Public Agency Appearance	\$ 155.00/hr.
Civil Engineer -	Staff Supervision, Research, Layout & Design, Report Writing & Conference Time	\$125.00/hr.
Associates Engineer/- Senior Planner	Staff Supervision, Research, Layout & Design, Report Writing & Conference Time	\$105.00/hr.
Licensed Surveyor/- Assistant Engineer	Research, Layout & Design, Report Writing & Conference Time	\$ 100.00/hr.
CAD Designer		\$ 85.00/hr.
Drafter		\$ 70.00/hr.
Survey Technician.....		\$ 60.00/hr.
Stenographer		\$ 50.00/hr.
Receptionist/Clerk-Typist		\$ 45.00/hr.
Survey Crew:		
3 man crew		\$ 210.00/hr.
2 man crew		\$ 160.00/hr.
Prevailing Wage: Tulare County - based upon current published rates		
1 man crew		\$ 190.00/hr.
2 man crew		\$ 260.00/hr.
3 man crew		\$ 330.00/hr.

In addition to the above per diem rates, materials, supplies, laboratory tests and other incidental expenses will be charged at cost plus 10% and mileage will be at a rate of \$0.60 per mile.

JAMES S. WINTON

Civil Engineer

Experience

James Winton began his engineering career with CalTrans working both part-time and full-time while attending college. Upon graduation in 1965, he accepted a position with a private engineering consulting firm with offices in Tulare and Porterville. During this engagement Mr. Winton was in charge of the Porterville office in a supervisory capacity of all land development, surveying and infrastructure projects.

In 1990 Mr. Winton formed his own firm, James Winton & Associates, a civil engineering, land surveying and planning firm in Porterville, California. Since its formation the firm has been involved in the planning, engineering and surveying for various government, institutional and private clients.

The majority of Mr. Winton's experience has been in the area of land development and public works. His assignments have included numerous subdivision projects in southeastern Tulare County, including foothill developments. In addition to providing all types of surveying services for public and private clients including surveying for aerial mapping control and cross sections for more than 25 miles of roads for Tulare County Resource Management Agency the firm has been employed on an annual contract basis since 1990 with the City of Porterville for numerous topography surveys, boundary surveys, design and preparation of construction plans, and construction staking. Mr. Winton has been the contract City Engineer for the City of Lindsay since 1990. His duties include, review and comments on entitlement applications, plans and specifications for City Capital Improvement projects.

Education

Bachelor of Science, Civil Engineering - California State University Fresno

Registration

California Civil Engineer (No. 16094)

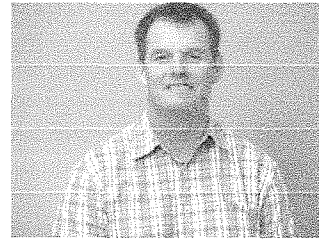
Professional Affiliations

American Council of Engineering Companies
Home Builders Association of Tulare and Kings Counties

Public Service

Past Board Member, Springville Unified School District
Past President, Sequoia Chapter Consulting Engineers and Land Surveyors of California
Past President, Springville Community TV
Member, Technical Review Committee, Home Builders Association of Tulare & Kings County
Secretary, Springville Sierra Sunrise Rotary

Dave R. Duffin



Education 1982, Westmont College, Santa Barbara, CA: B.A., Economics

Experience Dave began his employment with Lane Engineers in 1990 as part of our survey crew. Dave has worked in positions within the civil and surveying departments ranging from Rodman/Chainman to an Instrument Operator to Survey Crew Chief. While in the office he works as both an engineering technician and draftsman.

During his nineteen years of service, Dave developed an extensive background in plan preparation using the latest computer technology. He participates in continuing education programs utilizing the latest software advances to help ensure we are developing the most efficient and precise measurement and data collection equipment available.

Dave works on every aspect of a project from field data collection, to importation into AutoCAD programs, design development, to municipality submittals and plan check process and final construction documents.

A list of his project types include: residential and commercial subdivisions, topographic and boundary surveys, record of survey, parcel maps, lot line adjustments, grading and drainage plans, ALTA survey, road and street design and construction staking.

MANUEL H. GARCIA
612 Village Green Street
Porterville, CA 93257

Manuel began his employment with James Winton and Associates in 2003 as a member of the survey crew. Manuel has worked in various capacities on the survey crew including Rodman/Chainman, Instrument Man and has worked solo in monument location, topographic information verification and street monument placement.

From 1987 to 2003, Manuel was a surveyor for Paloverde Irrigation District. He filled the position of Rodman, Instrument Man and ground water measurement technician.

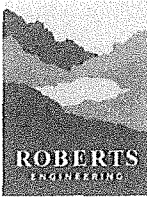
A list of his project type/experience include Boundary Surveys, Topographic Surveys, Construction Staking, Monitoring Well Surveys and Ground Water Measurement.

JAMES WINTON & ASSOCIATES

The firm of James Winton & Associates has been practicing Civil Engineering in the Porterville area since 1990. The firm's primary focus is civil engineering with an emphasis on land surveying, public works and land development.

James Winton & Associates staff includes a registered civil engineer, civil engineering assistants, and drafters. The firm's primary area of service is Porterville and Southeastern Tulare County.

In addition to many subdivision projects including initial planning, design, improvement plans, boundary and construction surveys, the firm also provides topography, boundary and construction surveying services to private clients and government agencies including the City of Porterville, County of Tulare, City of Lindsay, Tule River Indian Tribe and local school districts.



P.O. Box 908, Porterville, CA 93258
559-784-6326 - Phone 559-784-6339 - Fax
www.robertsengineering.com

FEE SCHEDULE
Effective 2014

Rates below are per hour unless otherwise notes

COURT APPEARANCE, PREPARATION AND EXPERT TESTIMONY:

Registered Engineer	
Principal Engineer	\$ 350
Non-Principal Engineer	\$ 300

CONSULTATION & PUBLIC AGENCY APPEARANCE:

Registered Engineer	
Principal Engineer	\$ 200
Non-Principal Engineer	\$ 150

STAFF SUPERVISION, RESEARCH, LAYOUT & DESIGN,
REPORT WRITING & CONFERENCE TIME

Principal Registered Engineer	\$ 175
Non-Principal Registered Engineer	\$ 140
Engineering Assistant	\$ 115
Senior Planner	\$ 115

SUPPORT SERVICES:

Administrative Assistant	\$ 110
Surveying	
Licensed Surveyor	\$ 140
Survey Party Chief	\$ 110
3-Person Crew	\$ 210
2-Person Crew	\$ 175
Surveying – Prevailing Wage	
Licensed Surveyor	\$ 180
Survey Party Chief	\$ 140
3-Person Crew	\$ 320
2-Person Crew	\$ 260
Construction Inspection	
Resident Registered Engineer	\$ 140
Inspector	\$ 115
Senior CAD Designer	\$ 115
Junior CAD Designer	\$ 80
Drafting Technician	\$ 70
Stenographer	\$ 70
Receptionist/Clerk Typist/Data Entry	\$ 60

In addition to the above per diem rates, materials, supplies, laboratory tests and other incidental expenses will be charged at our cost plus 15%, and mileage will be at a rate of \$ 0.60 per mile.

Experience of Assigned Personnel

CHARLES W. (BILL) ROBERTS

Principal Civil Engineer

Experience:

Mr. Roberts has more than 55 years experience designing Civil Engineering projects such as streets, drainage and water systems. He has more than 55 years of experience in various aspects of land surveying and construction surveying.

Parking Lot Design

- Smiths Enterprises northwest parking lot adjacent to Transit Center
- Longs Drug Store downtown facility
- City of Porterville southwest corner of Second Street and Garden Street
- City of Porterville Hockett and Oak facility
- Cross Roads Shopping Center (OfficeMax and Retail Stores) original layout
- Bank of the Sierra - West Olive Branch, Three Rivers Branch, Hanford Branch
- El Nuevo Restaurant, Prospect Street
- City of Porterville Well No. 26
- City of Porterville Well No. 27
- Bus Facilities - Porterville Unified School District
- Parking Areas "A", "B", "C", and "D", Tulare County Hospital

Street Design, Including Sewer, Water and Storm Drainage

- Henderson/Westwood Reconstruction Project, Porterville, CA
- Indiana Street Construction Project, Porterville, CA
- Prospect Street Reconstruction Project, Porterville, CA
- Tract Nos. 678 and 781, Chelsea Glen, Phase 1, 2, and 3, Porterville, CA
- Tule River Economic Development Corporation, Airport Industrial Park, Porterville, CA
- Numerous subdivisions in the San Joaquin Valley area

Surveying Projects:

- More than 50 subdivisions in California Counties.
- More than 100 Record of Surveys in California Counties.
- More than 100 Construction Surveys in California Counties.

CHARLES W. (BILL) ROBERTS

Principal Civil Engineer

Education:

Four and one-half years of engineering related college training including two years at Porterville College, summer school at the University of California Berkeley and two and one-half years at Fresno State College.

Professional Registrations:

California Registered Civil Engineer, 1965, RCE 15287

Arizona Registered Civil Engineer, 1996, RCE 30689

Affiliations:

National Society of Professional Engineers

National Society of Professional Surveyors, Inc.

American Congress on Surveying and Mapping

International Conference of Building Officials (ICBO)

DONNA SHAMLEY,
Senior Planner/administrative Assistant

Mrs. Shamley has been with Roberts Engineering since October, 1970 working in the capacity of Administrative Assistant and Senior Planner. She assists the Civil Engineers in the preparation of the technical specifications, project coordination, supervision, survey data research, and survey crew scheduling. As a Senior Planner, she works with the City, County, and State agencies involved in land development. Mrs. Shamley has been actively involved in the public works projects since beginning her employment with the firm. She is familiar with the rules and regulations of projects funded by USDA Rural Utilities Services, Economic Development Agency (EDA), and State Water Resources Control Board, Small Community Grant Program. She is familiar with the preparation and approval of payment requests, change orders, and record keeping meeting the requirements of various funding agencies. Mrs. Shamley works with the clients and the governmental agencies to assure that the project meets the critical design requirements.

SUB-CONSULTANT

R. L. Schafer and Associates - Surveying/Topographic Services

Consultant will use the surveying crew of R. L. Schafer and Associates as a sub-consultant. Sub-Consultant has been a full service civil engineering firm in the Porterville area since the mid 1960's. The survey crew party chief, Albert Velasco, has been with the firm for approximately 50 years.

Consultant has utilized the experience of sub-consultants personnel for approximately 16 years. With the surveying experience of the Consultant and sub-consultant, there is more than 100 years of combined experience.

ALBERT D. VELASCO,
Survey Party Chief

Experience:

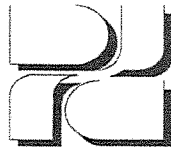
Mr. Velasco has approximately 59 years of experience in the performance of boundary surveys, topographic surveys, location of property lines for boundary disputes and building purposes, A.L.T.A. surveys, elevation certificates, control and construction staking. He is proficient in traditional survey methods and the use of electronic data collection, downloading and raw data conversion to line work suitable for transfer to electronic documents. Mr. Velasco is party chief for R. L. Schafer & Associates and has held that position for approximately 50 years. Prior to his employment with Schafer & Associates, Mr. Velasco was party chief for the City of Tulare for 9 years

Subconsultant's Experience with Consultant

Topographic survey for Castle Rock Vineyards cold storage expansion, Richgrove, CA
Topographic survey for Ranch Victoria subdivision, Morton Avenue
Topographic survey for Cottage Estates, Westfield Avenue
Topographic survey for Tule River Economic Development Corporation,
Porterville Municipal Airport
Topographic surveys for approximately 30 parcel maps in the unincorporated
areas of Tulare County (2004 to present)
As-Built elevations for Mill Creek Parkway Apartment Complex, Visalia, CA

DEE JASPAR & ASSOCIATES, INC.
Consulting Civil Engineers

2730 Unicorn Road, Building A
BAKERSFIELD, CA 93308
(661)393-4796
FAX (661)393-4799



15 West Putnam, 2nd Floor West
PORTERVILLE, CA 93257
(559)791-9286
FAX (559)783-9275

Rate Schedule
Effective January 1, 2014

Engineering

Principal Engineer	\$ 180.00 Per Hour
Expert Witness Work – Principal Engineer	\$ 260.00 Per Hour
Senior Engineer I	\$ 140.00 Per Hour
Senior Engineer II	\$ 125.00 Per Hour
Staff Engineer I	\$ 110.00 Per Hour
Staff Engineer II	\$ 100.00 Per Hour
Design CADD Operator	\$ 90.00 Per Hour
CADD Operator	\$ 65.00 Per Hour

Surveying

Private Works	
Surveyor	\$ 110.00 Per Hour
2 Man Survey Crew	\$ 165.00 Per Hour
3 Man Survey Crew	\$ 200.00 Per Hour
Public Works	
Surveyor	\$ 130.00 Per Hour
2 Man Survey Crew	\$ 230.00 Per Hour
3 Man Survey Crew	\$ 300.00 Per Hour

Construction Inspection

Construction Inspector B Private Works	\$ 110.00 Per Hour
Construction Inspector B Public Works	\$ 140.00 Per Hour

Project Planning

Project Planner	\$ 110.00 Per Hour
Assistant Project Planner	\$ 75.00 Per Hour

Clerical

Executive Assistant I	\$ 70.00 Per Hour
Executive Assistant II	\$ 65.00 Per Hour

Additional Fees

Mileage	\$.55 Per Mile
Black & White Copies	\$.08 Per Copy
Color Copies	\$.15 Per Copy
Plotter Prints	\$ 3.50 Per Print
Materials	Cost + 10%
Fees/Permits	Cost + 10%
Subsistence	Cost + 10%
GPS (Global Positioning System, Surveying Equipment)	\$ 200.00 Per Day
GPS (Global Positioning System, Surveying Equipment)	\$ 100.00 Per ½ Day

- Overtime is paid at time and a half
- Mileage and subsistence will not exceed the County Rates and will not be marked up

Firm Bio

EXPERIENCE

Dee Jaspar & Associates, Inc., founded in 1980 and established as a California corporation in 1982, is a professional civil engineering corporation. For more than thirty years, civil engineers at Dee Jaspar & Associates have specialized in land surveying, engineering design, and construction administration for both public and private civil projects. Dee Jaspar & Associates, Inc. has offices in Bakersfield and Porterville, CA.

Dee Jaspar & Associates, Inc. currently employs ten (10) full-time staff members in its Bakersfield and Porterville offices; (4 Professional Engineers, 2 Staff Engineers (E.I.T.), 2 Surveyors, 2 Clerical) and 3 part-time inspectors on an as needed basis.

Project Design

- Project Design
- Project Management
- Construction Administration
- Construction Inspection
- Budget / Job Costing
- Estimating
- Scheduling

Civil Design

- Pipeline and Open Channel Design
- Pumping Plant Design
- Right Of Way Surveys
- Topographic and Alignment Surveys
- Agricultural Water Supply and Distribution Systems
- Groundwater Recharge Facilities
- Municipal / Industrial Water Supply
- Water Storage Reservoirs
- Feasibility Studies
- Drainage Studies and Drainage System Design
- Flood Studies and Flood Control Systems
- Agricultural Drainage Water Re-Use and Disposal Projects
- Permit Acquisitions

Land Development

- Improvement Plans
- Boundary Surveys
- ALTA Surveys
- Construction Surveys
- Grading Plans
- Topographic Surveys

Municipal / Industrial Water Supply

- Distribution System Design and Analysis
- Pumping Plant Design
- Water Treatment Pilot Studies
- Water Treatment System Design
- Water Well Pilot Studies
- Well Design Construction and Monitoring
- Steel Water Storage Reservoir Design and Construction Monitoring
- Rate Structure Studies and Design
- Plan Checking Service

Agricultural Water Systems

- Open Channel Analysis and Design
- Closed Conduit Analysis and Design
- Pumping Plant Design
- Pipeline Alignment Surveys
- Earthen Water Storage Reservoirs
- Flood Control Facility Analysis and Design
- Open Channel Improvement Projects
 - Channel Prism Modification
 - Channel Lining and Liner Extensions
- Right-Of-Way Determination and Descriptions
- Ground Water Recharge

Dee Jaspar, P.E.

Principal-In-Charge

EDUCATION:

BS in Engineering,
University of California,
Davis, California 1970

REGISTRATION:

CA RCE 23042

MEMBERSHIPS:

ASCE Life Member

Qualifications Summary

Dee Jaspar is the president of the corporation. He is a registered civil engineer and agricultural engineer in the State of California. He is also a registered professional engineer in the State of Oregon. He graduated from the University of California at Davis in 1970 with a Bachelor of Science Degree in Engineering.

Mr. Jaspar has been involved in civil engineering projects for the past forty years.

REPRESENTATIVE EXPERIENCE

- 1979 to present - Dee Jaspar & Associates, Inc., Civil Engineers, Bakersfield, California

Mr. Jaspar performs design of water storage tanks, canals, pipelines, and pumping plants. He is consultant to municipal and agricultural water purveyors in the Kern County, California area. He performs water system flow analyses, treatment system design, design of pumping plants, water storage reservoirs, pipelines, and wells. Additionally, he performs feasibility studies, rate design, and other engineering services. He has experience in the application of well-head treatment processes, including the application of ozone treatment.

Mr. Jaspar has experience in the design and operation of agricultural water delivery systems. He has provided engineering services for agricultural clients with evaporation ponds, including ground water pollution studies and operational and abandonment plans. He has performed pumping energy use studies including time-of-use rate comparisons. He has designed small earthen dams for irrigation purposes.

Mr. Jaspar has experience in the design and construction of commercial and industrial structures, crane buildings, and foundations for structures. He performs land surveying, construction staking, and mapping. He has experience dealing with land use planning, zoning issues, preparation of site plans, grading plans, and hydrology related to land development.

Mr. Jaspar has performed property line surveys, ALTA surveys, topographic and construction surveys. He has qualified as an expert witness in litigation involving cadastral surveys.

Mr. Jaspar has performed forensic engineering, expert witness, and court testimony for clients dealing with pipeline failures and land surveying.

- 1973 - 1979 - Wheeler Ridge-Maricopa Water Storage District, Bakersfield, California

Staff Engineer 1973 to 1976, Assistant Manager 1977 to 1979.

As Staff Engineer, Mr. Jaspar directed the District's Engineering Department performing studies and designs for this large agricultural water district located south of Bakersfield, California. He designed and analyzed pipelines, pumping systems and District maintenance facilities and buildings. He conducted studies and wrote reports on the District's ground water supplies, perched ground water conditions, pumping energy use, cathodic protection systems, crop production, and helped prepare the annual report of

District operations. Mr. Jaspar dealt with water users, District's staff, and consultants.

As Assistant Manager, Mr. Jaspar supervised the District's department heads (Engineering, Operations and Maintenance, and Controller), and dealt with the Board of Directors and other County and State agencies. In this position he assumed greater responsibilities for the District's day to day operation. Additionally, he co-authored a nationally-published technical paper on control of transient pressures in closed conduit systems. This was published by the American Society of Civil Engineers in 1978. In 1978, as chairman of a statewide technical advisory committee to a California Energy Commission study on pumping energy use in California agriculture, he made recommendations to the Commission related to the application of time-of-use rate structures for agricultural pumping.

- 1971 - 1973 - James C. Hanson, Consulting Civil Engineer, Sacramento, California

Mr. Jaspar performed hydrology and feasibility studies, design, and construction of water projects in North California. He performed site investigation, design, and construction control for various small dams, pipelines, canals, and pumping stations. He conducted topographic surveys, reservoir operation studies, and prepared and filed water rights applications. Additionally, he performed design of water system-related structures such as small bridges, reinforcement systems for existing dams, and other miscellaneous structures.

- 1970 - 1971 - Washington State Highway Department, Ellensburg, Washington

Mr. Jaspar performed construction layout and quality control testing for an interstate highway project in Central Washington. Additionally, he was crew chief of a survey crew for layout of a large bridge structure.

- 1969 - Guy F. Atkinson Company, New Don Pedro Dam Project, La Grange, California

-

As a student summer employee, Mr. Jaspar was employed to perform quality control work at a concrete batch plant, checked surveying notes and calculations, and calculated concrete quantities.

- 1966 - 1968 - U.S. Forest Service, Stanislaus National Forest, Sonora, California

As a student summer employee, Mr. Jaspar was employed first as an instrument man, then as a survey party chief performing preliminary alignment work and construction staking of U.S. Forest Service timber sales roads and related facilities.

John Mixon

Surveyor

EDUCATION:

Bakersfield College
1952-53

REGISTRATION:**MEMBERSHIPS:****Qualifications Summary**

Mr. Mixon attended Bakersfield College in 1952-53 with an engineering emphasis and has over fifty years of experience in engineering, surveying, and land use issues, having served with the Kern County Land Company and its successor, Tenneco West, for 22 years. Mr. Mixon spent seven years with the engineering department of the Kern County Land Company, and fifteen years in a managerial capacity as Manager of Land Assets with Tenneco, Inc., providing land development supervision and management of an 80,000 acre agricultural leasing program together with the property tax department. He served on the Board of Directors for the Wheeler Ridge-Maricopa Water Storage District and the Kern Delta Water District and also on the Williamson Committee that formulated the California Land Conservation Act of 1965. Mr. Mixon was self-employed for four years involved in agricultural land development and surveying.

Mr. Mixon has been with Dee Jaspar & Associates, Inc. since 1981 and performs land surveys, construction surveying, ALTA surveys, lot line adjustments, parcel map preparation, tract map and improvement plan preparation, drainage and grading plan preparation, easements, legal descriptions, and other land use issues. He works with City and County staff respecting projects this firm designs.

REPRESENTATIVE EXPERIENCE

- 1981 to present - Dee Jaspar & Associates, Inc., Civil Engineers, Bakersfield, California

Mr. Mixon performs property line surveys for land purchases, property disputes, farming operations, and other land use issues.

Mr. Mixon performs topographic surveys for engineering design projects including utility locating, rights-of-way, sidewalks, flow lines, section lines, edges of pavement, power lines, dirt roads, changes in topography, etc.

Mr. Mixon performs ALTA surveys for clients such as Farmland Management. He prepares lot line adjustments, parcel maps, tract maps, improvement plans, and grading plans.

Mr. Mixon performs construction staking for all projects including road projects, grading projects, pipeline improvement projects, water supply projects, etc.

Ryan Nunneley

Surveyor

EDUCATION:

Azusa Pacific
B.S. in Biochemistry

REGISTRATION:

L.S.I.T.

MEMBERSHIPS:**Qualifications Summary**

Mr. Nunneley graduated from Azusa Pacific University in 2000 with a Bachelor of Science Degree in Biochemistry. He has worked with Dee Jaspar & Associates, Inc. for approximately eight years as a CADD Operator, serving on a 2 man survey crew, and performing general survey duties.

Mr. Nunneley obtained his Land Surveyor-In-Training certificate and is pursuing his California Land Surveyor registration. He has worked under the guidance of Dee Jaspar and John Mixon for the previous eight years in obtaining his survey work experience.

REPRESENTATIVE EXPERIENCE

- 2006 to present - Dee Jaspar & Associates, Inc., Civil Engineers, Bakersfield, California

Mr. Nunneley has field surveying experience with:

- Level and Rod
- Transit
- Total Station GPT-7002L
- GPS Epoch 35 Spectra Precision

Mr. Nunneley performs preliminary surveys, land surveys, ALTA surveys, topographic surveys, control surveys, and construction surveys. He is involved in the preparation of lot line adjustments, parcel maps, tract maps, improvement plans, grading plans, and drainage plans. He is proficient in AutoCad drafting and mapping.

September 10, 2014



City of Porterville
291 North Main Street
Porterville, CA 93257

Attn: Michael Reed

Re: City of Porterville – Survey Construction Staking Services

Dear Mr. Reed:

We at 4Creeks, Inc. appreciate the opportunity to provide ongoing surveying and construction staking services to the City of Porterville. We have enclosed a copy of our current fee schedule and the resumes of staff from our surveying department at 4Creeks, Inc. We are excited to continue to work with the City of Porterville.

We have significant experience in providing surveying and construction staking services under the direction of Randy Wasnick, a Professional Land Surveyor. In addition, Project Management support is provided by David De Groot, a licensed engineer. Justin Asleson is our chief of parties with over 10 years of experience, and assists in the daily operations of the field crews. 4Creeks, Inc. also employs additional staff which assist with any office or field work, necessary for providing the needed surveying services.

We are confident in our team, our experience, our ability, and understand the urgency to complete important City staking projects in a timely manner to help maintain project schedules. We look forward to working with you and the City of Porterville on future projects.

Please let us know of any additional information you might need to complete this agreement.

Sincerely,

A handwritten signature in black ink, appearing to be 'R. Wasnick', with a long horizontal flourish extending to the right.

Randy Wasnick, PLS
President, 4Creeks, Inc.

Cc: David De Groot, RCE – 4Creeks, Inc.

Encl: 4Creeks, Inc Fee Schedule
Randy Wasnick Resume
Justin Asleson Resume
David De Groot Resume

4 Creeks, Inc.
Fee Schedule – Professional

Effective August 1, 2014

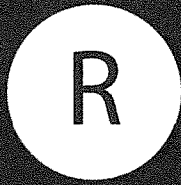
Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges per Hour
Engineering Services	
Engineer II	\$115
Land Surveying	
Land Surveyor I	\$105
Land Surveyor II	\$115
1-Man Survey Crew	\$75
2-Man Survey Crew	\$140
1-Man Survey Crew – Construction Staking	\$85
2-Man Survey Crew – Construction Staking	\$150
Classification (Prevailing Wage)	
1-Man Survey Crew- Tulare County	\$125
2-Man Survey Crew- Tulare County	\$225
1-Man Survey Crew- Tulare County (Construction Staking)	\$135
2-Man Survey Crew- Tulare County (Construction Staking)	\$240
Support Staff	
Project Technician I	\$50
Project Technician II	\$60
Project Technician III	\$70
Project Technician IV	\$80
Project Technician V	\$90

Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.02 per b/w copy, \$0.10 per color copy, \$0.75 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*



Randy Wasnick, PLS

President | Land Surveyor

Employment History

- 10/08 - Present
●
4Creeks, Inc. - Visalia, CA
Survey Party Chief
- 7/05 - 5/08
●
Quad Knopf, Inc. - Visalia, CA
Land Surveyor/Department Manager
- 7/05 - 5/08
●
Caltrans - Fresno, CA
Summer Internship

Recent Experience

Project Surveyor

Plan Checking – Dinuba, CA
Project Surveyor

Assists city engineer by: reviewing and evaluating maps for completeness and technical accuracy; aiding local cities, ensuring compliance with state regulations; and reviewing local city ordinances.

Construction Surveyor

VWR Distribution Center– Visalia/Goshen, CA
Construction Surveyor (Construction Staking)

Mr. Wasnick was responsible for the Lot Line Adjustment, ALTA survey, Record of Survey, and construction staking for construction of a new 500,000 sf. Distribution center in Goshen, Ca. The Lot Line Adjustment and ALTA survey were performed in order to facilitate the purchase of the project site. The staking performed during construction included building, curb and gutter, utilities, and general grading. As the construction surveyor Mr. Wasnick, worked with the general contractor/construction manager in various aspects of the construction stages for the project.

Construction Surveyor

Farmersville Unified School District Modernization Projects– Farmersville, CA
Construction Surveyor

Mr. Wasnick was responsible for the construction staking for various modernization projects on school campuses. His services included staking for new classroom wings, dirt pad certifications, utility line modifications, and parking lot modifications. As the construction surveyor Mr. Wasnick, worked with the general contractor/construction manager in various aspects of the construction stages for the project.

Registrations & Certifications

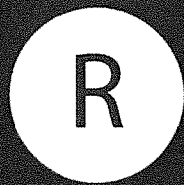
Licensed Land Survey California - No. 8163

Information

Name	Randy Wasnick
Education	BS - Geomatic Engineering California State University, Fresno
Work	15 Years Experience
Phone	+1 (559) 802-3052
Email	randyw@4-creeks.com

Areas of Expertise

- Public Works Projects
- Boundary Surveys
- Topographic Surveys
- Subdivision Mapping
- Parcel Maps
- Lot Line Adjustments
- Records of Survey
- ALTA Surveys
- Entitlements
- Parcel and Subdivision Map Checking



Randy Wasnick, PLS

President | Land Surveyor

Recent Experience

Project Surveyor

City of Dinuba Street Resurfacing and Pavement Overlay Projects– Dinuba, CA

Project Surveyor

Mr. Wasnick was responsible for the topographic field survey and construction staking for the project. The purpose of the project was to perform a total reconstruction as well as pavement overlays for various streets throughout the City. The staking involved the cooperation with contractors as well as assisting in modifying design features to match into existing conditions. CMAQ funds were used in this project so prevailing wages and certified payroll record keeping were utilized.

Project Surveyor

Dinuba Lanes Lot Line Adjustment– Dinuba, CA

Project Surveyor

Mr. Wasnick was responsible for the preparation of a Lot Line Adjustment, conveying property from the City of Dinuba Redevelopment Agency to an adjacent property owner. The project included a topographic survey, legal descriptions, and site exhibit.

Project Surveyor

Modoc Ditch Quit Claim Legals – Visalia, CA

Project Surveyor

The project required map exhibits and legal descriptions in order to allow for the quit claim of property previously owned by Modoc Ditch Company. The project was to assist a new road project connecting Ferguson Avenue in North Visalia.

Project Surveyor

Creekside Park Project– Visalia, CA

Project Surveyor

Mr. Wasnick was responsible for the field data collection and preparation of a topographic survey and Record of Survey for a future park project. The proposed park project included the modification of a storm water basin into a new city park, and lift station into Packwood Creek.

Project Surveyor

City of Dinuba WWRP Survey– Dinuba, CA

Project Surveyor

Mr. Wasnick was responsible for the field survey and preparation of a Record of Survey on the city's wastewater reclamation facility. The purpose of the survey was to assist in the preparation of a power purchase agreement and lease area for a solar array facility located on the site.

Project Surveyor

Morton Avenue CMAQ Improvements-Porterville, CA

Project Surveyor

Mr. Wasnick was responsible for the topographic field survey and boundary layout for the project. The purpose of the project was to various curb and gutter as well as ADA ramp improvements along Morton Avenue.

Project Surveyor

City of Dinuba Hayes Avenue Reconstruction– Dinuba, CA

Project Surveyor

Mr. Wasnick was responsible for the topographic field survey and construction staking for the project. The purpose of the project was to perform a total reconstruction of an existing street, which was having issues with drainage and lacking adequate curb and gutter. The staking involved the cooperation with multiple contractors as well, as assisting in modifying design features to match into existing conditions.

Project Surveyor

Ponderosa Water System-Ponderosa, CA

Project Surveyor

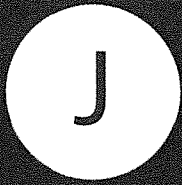
Mr. Wasnick was responsible for the topographic field survey and boundary layout for the project. The purpose of the project was to design a new water system for the community of Ponderosa, as well as the construction of a new water tank. Mr. Wasnick was also responsible to verifying property boundaries, rights of way, existing easements, as well as preparing easements as necessary for the planning of the project.

Field Crew Member

Highway 198 – Visalia, CA

Field Crew Member - Caltrans

Assisted Survey Party Chief and other field crew staff in topographic surveying and construction staking tasks associated to the layout and construction of on/off ramps, travel ways, R/W fencing, detour routes, and other tasks associated to the construction of the project corridor.



Justin Asleson

Survey Party Chief

Employment History

- 10/08 - Present
●
4Creeks, Inc. - Visalia, CA
Survey Party Chief
- 7/05 - 5/08
●
Quad Knopf, Inc. - Visalia, CA
Field Surveyor

Information

Name	Justin Asleson
Education	Shasta College, 1996-1998
Work	9 Years Experience
Phone	+1 (559) 802-3052
Email	justina@4-creeks.com

Recent Experience

- Survey Party Chief
United States Cold Storage, Expansion II & III – Fresno, CA
Survey Party Chief

Mr. Asleson performed the field survey/ construction staking services for the 2nd expansion of the cold storage complex including a new office, freezer building, and parking lot.
- Survey Party Chief
California State University of Bakersfield, Baseball Complex Access Road – Bakersfield, CA
Survey Party Chief

Mr. Asleson performed the field survey/ construction staking services for the new access road, from the existing baseball complex to Roadrunner Drive, across the existing parking lot. The project included various ADA, parking lot/landscape medians, and curbs and gutter improvements.
- Project Surveyor
College of the Sequoias Tulare Center for Agriculture and Technology– Tulare, CA
Project Surveyor

Mr. Asleson performed the field survey/ construction staking services for the Center of Agriculture and Technology phase of the new college campus. This phases of construction included 3 classroom wings, a maintenance shop, retention basin, campus improvements, and a parking lot.

Areas of Expertise

- Roadway Construction Staking
- Building Construction Staking
- Utility Line Construction Staking
- Topographic Surveys
- Records of Surveys
- Boundary Surveys
- Field Survey Calculations

- Survey Party Chief
Sundale Vineyards Office and Parking Lot Expansion-Tulare, Ca
Survey Party Chief

Mr. Asleson performed the field survey/ construction staking services for the office expansion of the cold storage complex including a new office, drainage bio swale area, and parking lot.
- Survey Party Chief
Dreyer’s Haagen-Dazs Office and Parking Lot Expansion, Tulare, Ca
Survey Party Chief

Mr. Asleson performed the field survey/ construction staking services for the office and employee wellness area expansion including a new office, wellness facility, and parking lot.

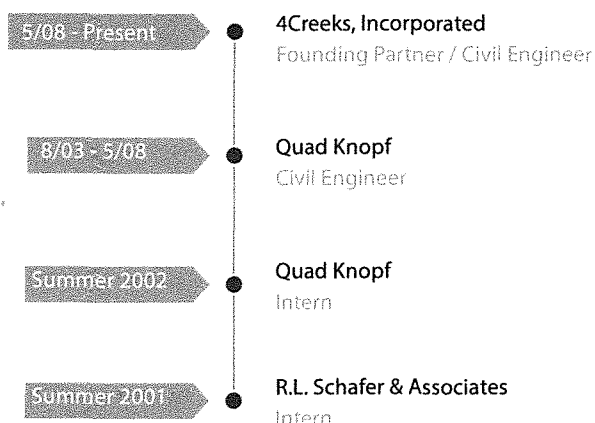


4CREEKS
INCORPORATED



David De Groot, PE
Vice President, Civil Engineer

Employment History



Registrations & Certifications

Professional Engineer	CA - No. 70992
USDA Technical Service Provider	Level 2

Information

Name	David De Groot, PE
Education	-B.S. Engineering <i>Calvin College, Grand Rapids, MI</i>
Work	11 Years Experience
Phone	+1 (559) 802-3052
Email	davidd@4-creeks.com

Recent Experience

Morton Avenue CMAQ Project – City of Porterville
Project Engineer/ Project Manager

Mr. De Groot was the project engineer and project manager for the Morton Ave. CMAQ project in the City of Porterville. The project included the survey and design of approximate 1.75 miles of street improvements including curb and gutter, sidewalk, and handicap accessibility ramps along the existing road of Morton Avenue. Mr. De Groot prepared construction improvement drawings and project specifications for the City to use for bidding and construction.

Sewer Annexation Project, Tract 457 and 456A – City of Porterville
Project Engineer/ Project Manager

Mr. De Groot was the project engineer and project manager for the sewer annexation project for Tract 457 and 456a within the City of Porterville. The project included the survey of the existing neighborhood and the design of a new sewer system within the existing neighborhood to replace septic systems. Mr. De Groot prepared construction improvement drawings and project specifications for the City to use for bidding and construction.

Areas of Expertise

- Environmental Reporting and Compliance
- Dairy Design
- Floodplain Analysis
- Irrigation Pipeline and Open Channel Design
- Subdivision Design
- Municipal Engineering
- Storm Drainage Systems
- Sanitary Sewer Systems
- Lift Stations & Pump Design
- Land use Planning
- Commercial Site Design

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – NEWCOMB STREET SHOULDER STABILIZATION

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and Project Manual have been prepared by Dee Jaspar and Associates for the Newcomb Street Shoulder Stabilization Project. The project consists of the installation of curb, gutter, sidewalk, roadway drainage, asphalt concrete paving, and other appurtenant construction along Newcomb Street from Olive Avenue to a location midway between Forest Avenue and Roby Avenue.

The Plans and Project Manual have been completed and are available in the Pete V. McCracken Conference Room for Council's review.

Staff modified the consultant's estimate to better reflect recent bids and in order to effectively obtain Caltrans authorization (E-76) to move into the construction phase. The attached estimate reflects staff's sole involvement in preparing the Engineer's Estimate of Probable Cost. The Engineer's Estimate of Probable Cost for construction is \$898,375. An additional \$89,837.50 is necessary for construction contingency (10%). It is anticipated that an additional \$71,870 is required for construction management, construction surveying, quality control and inspection services (8%) for a total estimated project cost of \$1,060,082.50.

Staff was successful in securing additional CMAQ funds during the E-76 process. The amount was well in excess of what was originally anticipated and documented in 2014/2015 Annual Budget. The CMAQ funds combined with the allocated Measure R and Local Transportation Funds result in a wholly funded project.

As a reminder, in the past, contractors awarded a City project would have hired their own land surveyors, but now staff must directly engage the services of a land surveyor for projects because of the recent ruling by the State of California Board of Professional Engineers, Land Surveyors, and Geologists that the hiring of professional services by a contractor is not in compliance with the Business and Professional Code Sections 8726 and 8729.

Dir BB Appropriated/Funded MB CM J

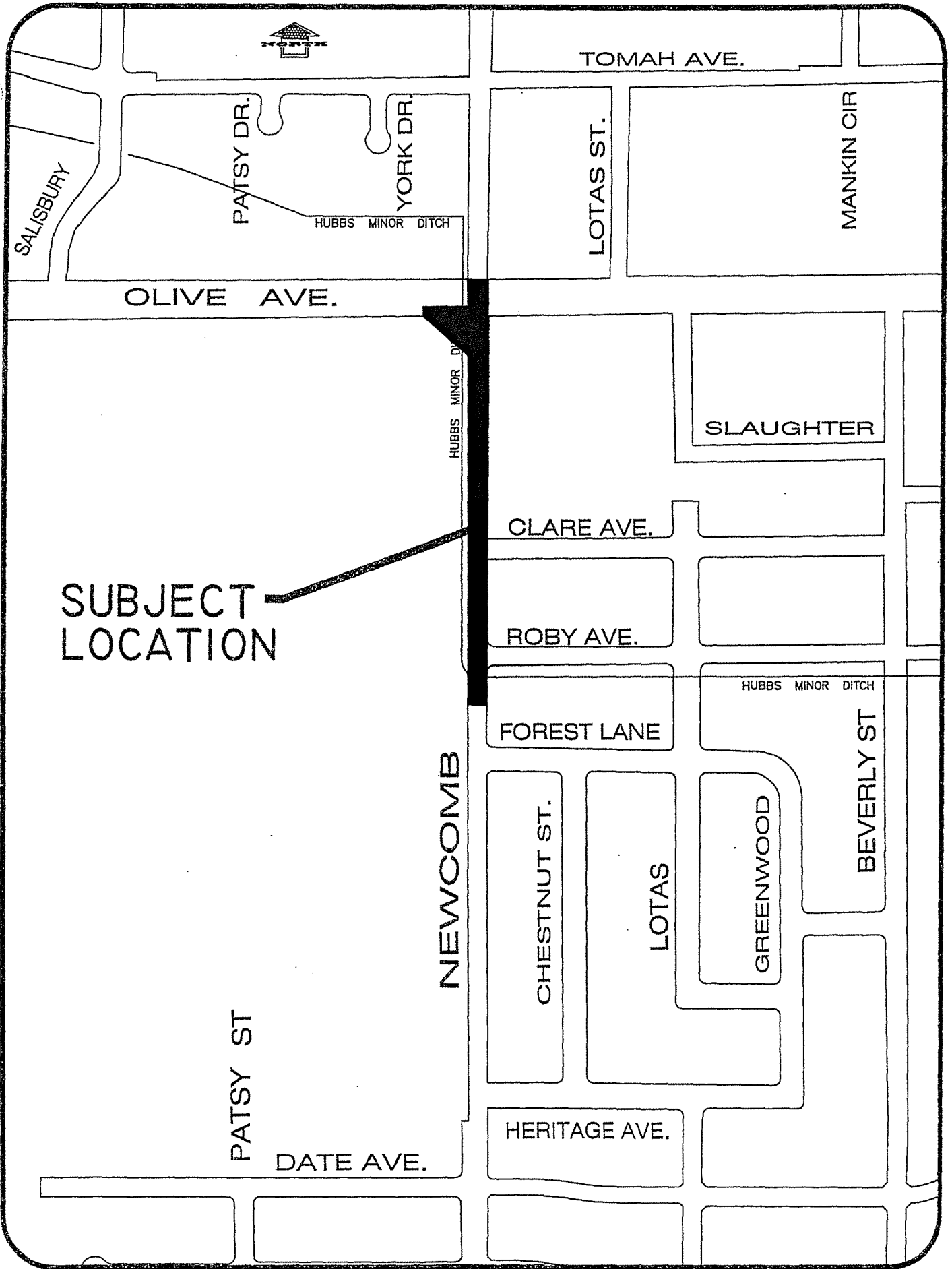
Item No. 4

RECOMMENDATION: That City Council:

1. Approve Staff's recommended Plans and Project Manual;
2. Authorize Staff to advertise for bids on the project; and
3. Authorize the City Engineer to negotiate a Construction Surveying Service Agreement with one of the local firms.

ATTACHMENTS: Locator Map
Engineer's Estimate

P:\pubworks\General\Council\Authorization To Advertise For Bids - Newcomb Street Shoulder Stabilization - 2014-10-07.doc



TOMAH AVE.

SALISBURY

PATSY DR.

YORK DR.

HUBBS MINOR DITCH

LOTAS ST.

MANKIN CIR

OLIVE AVE.

HUBBS MINOR DITCH

SLAUGHTER

CLARE AVE.

SUBJECT LOCATION

ROBY AVE.

HUBBS MINOR DITCH

FOREST LANE

NEWCOMB

CHESTNUT ST.

LOTAS

GREENWOOD

BEVERLY ST

PATSY ST

DATE AVE.

HERITAGE AVE.

Exhibit 12-A (Equivalent)
Preliminary Estimate of Cost

CITY OF PORTERVILLE
NEWCOMB STREET SHOULDER STABILIZATION PROJECT

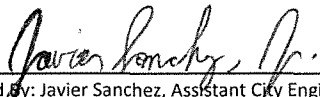
PART 'A' - CMAQ Portion (PARTICIPATING)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
3	Remove Existing Ditch Structures and Clear & Grub	1	LS	\$ 15,000.00	\$ 15,000.00
4	Earthwork to Backfill & Compact Hubbs-Minor Ditch Import	1	LS	\$ 90,000.00	\$ 90,000.00
5	Install 48" ASTM C361 B25 RCP	1110	LF	\$ 320.00	\$ 355,200.00
6	Earthwork (Subgrade Preparation)	1	LS	\$ 4,500.00	\$ 4,500.00
7	Install Curb & Gutter	2070	LF	\$ 20.00	\$ 41,400.00
8	Install Concrete Sidewalk	9645	SF	\$ 5.00	\$ 48,225.00
9	Install Drive Approach	1055	SF	\$ 10.00	\$ 10,550.00
10	Install Concrete Curb Return with Accessible Ramps	4	EA	\$ 5,000.00	\$ 20,000.00
11	Install Catch Basin Including Local Depression	7	EA	\$ 4,500.00	\$ 31,500.00
12	Install Storm Drainage Manhole	4	EA	\$ 4,000.00	\$ 16,000.00
13	Install 18" CL. III RCP Lateral	340	LF	\$ 85.00	\$ 28,900.00
CMAQ SUBTOTAL					\$ 678,275.00
10% CONTINGENCY					\$ 67,827.50
CMAQ TOTAL					\$ 746,102.50


PART 'B' - City Portion (NON-PARTICIPATING)

14	Mobilization, Demobilization, Clean-Up	1	LS	\$ 15,000.00	\$ 15,000.00
15	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
16	Earthwork (Subgrade Preparation)	1	LS	\$ 4,500.00	\$ 4,500.00
17	Sawcut Pavement & Removal	2170	LF	\$ 6.00	\$ 13,020.00
18	8" Class II Aggregate Base	1218	CY	\$ 45.00	\$ 54,810.00
19	4" Asphalt Pavement	1132	TN	\$ 110.00	\$ 124,520.00
20	Paint Striping & Signage	1	LS	\$ 5,000.00	\$ 5,000.00
21	Repair/Replace Traffic Loops	1	LS	\$ 500.00	\$ 500.00
22	Adjust Manhole Rims to Grade	4	EA	\$ 87.50	\$ 350.00
23	Adjust Valve & Meter Boxes to Grade	2	EA	\$ 200.00	\$ 400.00
CITY SUBTOTAL					\$ 220,100.00
10% CONTINGENCY					\$ 22,010.00
CONSTRUCTION MANAGEMENT					\$ 71,870.00
CITY TOTAL					\$ 313,980.00

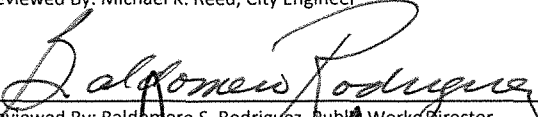
Combination SUBTOTAL		\$ 898,375.00
10% CONTINGENCY		\$ 89,837.50
CONSTRUCTION MANAGEMENT		\$ 71,870.00
Combination TOTAL		\$ 1,060,082.50


Prepared By: Javier Sanchez, Assistant City Engineer

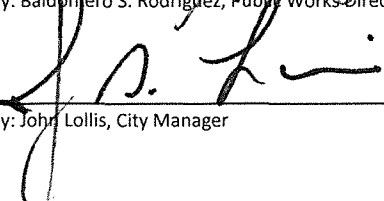
09/23/2014
Date


Reviewed By: Michael K. Reed, City Engineer

9/23/2014
Date


Reviewed By: Baldomero S. Rodriguez, Public Works Director

9/23/14
Date


Reviewed By: John Lollis, City Manager

10/06/14
Date

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – OAK AVENUE TRANSPORTATION ENHANCEMENT (TE) PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Quad-Knopf has completed the design of an enhanced sidewalk project along the south side of Oak Avenue between Main Street and the Rails to Trails Parkway east of Fourth Street. The project includes a red brick stamped concrete sidewalk pattern, street trees, benches, trash receptacles and nostalgic street lights that match the Main Street downtown theme, and the painting of a mural representing historic Porterville.

The Plans and Project Manual have been completed and are available in the Pete V. McCracken Conference Room for Council's review.

Staff modified the consultant's estimate to better reflect recent bids and in order to effectively obtain Caltrans authorization (E-76) to move into the construction phase. The attached estimate reflects staff's sole involvement in preparing the Engineer's Estimate of Probable Cost. The Engineer's Estimate of Probable Cost for construction is \$445,078.71. An additional \$44,507.87 is necessary for construction contingency (10%). It is anticipated that an additional \$39,166.93 is required for construction management, construction staking, quality control and inspection services (8.8%) for a total estimated project cost of \$528,753.51.

Street light spacing will be similar to Main Street and includes the installation of seventeen (17) new street lights. SCE will install and maintain the new nostalgic street lights. Underground conduit installation is a component of the bid package. SCE costs for installing the new street lights is \$67,136.71 and is included in the total estimated project cost.

Staff has secured TE funding in the amount of \$224,000 for this project. These funds in addition to the fiscal year 14/15 allocated Measure R and Local Transportation Funds result in a wholly funded project.

As a reminder, in the past, contractors awarded a City project would have hired their own land surveyors, but now staff must directly engage the services of a land surveyor for projects because of the recent ruling by the State of California Board of Professional Engineers, Land Surveyors, and Geologists that the hiring of professional services by a contractor is not in compliance with the Business and Professional Code Sections 8726 and 8729.

Dir BBL Appropriated/Funded MB CM J

Item No. 5

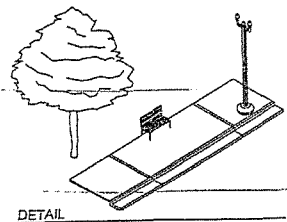
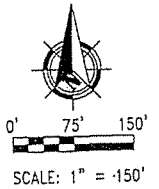
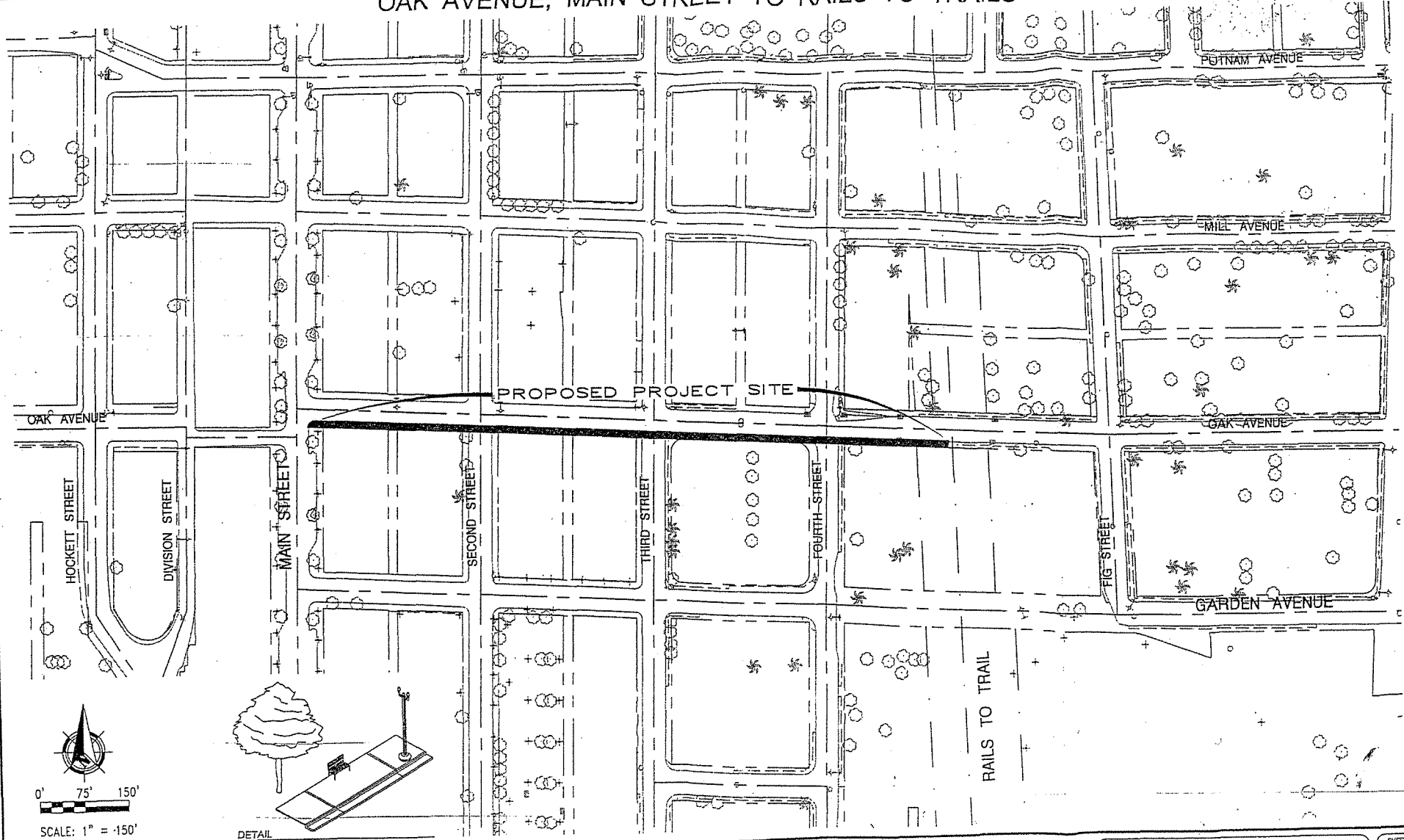
RECOMMENDATION: That City Council:

1. Approve Staff's recommended Plans and Project Manual;
2. Authorize Staff to advertise for bids on the project;
3. Authorize the City Engineer to sign the SCE application and issue a \$67,136.71 payment; and
4. Authorize the City Engineer to negotiate a Construction Surveying Service Agreement with one of the local firms.

ATTACHMENTS: Locator Map
Engineer's Estimate

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OAK AVENUE, MAIN STREET TO RAILS TO TRAILS



CITY OF PORTERVILLE
ENGINEERING DIVISION
 404 N MAIN ST. PORTERVILLE, CALIFORNIA 95257 569 782-7462

DESIGN BY	XX
DRAWN BY	AY
CHECKED BY	BR
DATE	01-13-11

CITY ENGINEER	DATE
PUBLIC WORKS DIRECTOR	A.C.E. DATE

REVISION NO.	DATE
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PROPOSED T.E. GRANT PROJECT

SHEET
 1
 OF
 1

Exhibit 12-A (Equivalent)
Preliminary Estimate of Cost

CITY OF PORTERVILLE
OAK AVENUE TE GRANT PROJECT

PART 'A' - TE Portion					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$20,000.00	\$20,000.00
2	Traffic & Pedestrian Control	1	LS	\$5,000.00	\$5,000.00
3	Maintain Storm Water Pollution Prevention Plan (SWPPP) and Construction Site Measures	1	LS	\$3,000.00	\$3,000.00
4	Clearing, Grubbing & Demolition	1	LS	\$15,000.00	\$15,000.00
5	Earthwork, Grading, & Compaction	1	LS	\$5,000.00	\$5,000.00
6	Signing, Striping, & Pavement Markings	1	LS	\$1,200.00	\$1,200.00
7	Furnish & Install 6' Bench	8	EA	\$1,200.00	\$9,600.00
8	Furnish & Install Trash Receptacle	8	EA	\$1,000.00	\$8,000.00
9	Furnish & Install 4" Thick Concrete (includes standard sidewalk, concrete band)	1017	SF	\$6.00	\$6,102.00
10	Furnish & Install 6" Thick Concrete (sidewalk behind drive approaches)	440	SF	\$8.00	\$3,520.00
11	Furnish & Install 4" Thick Colored Stamped Sidewalk	4340	SF	\$12.00	\$52,080.00
12	Furnish & Install Drive Approach (includes curb & gutter)	645	SF	\$8.00	\$5,160.00
13	Furnish & Install Drive Approach per Modified City Std. C-20X Commercial/Office Drive Approach	830	SF	\$8.00	\$6,640.00
14	Furnish & Install 10'R ADA Ramp (includes truncated domes)	2	EA	\$1,500.00	\$3,000.00
15	Furnish & Install Hot Mix Asphalt Concrete	11	TONS	\$90.00	\$990.00
16	Furnish & Install Class 2 Aggregate Base	11	CY	\$45.00	\$495.00
17	Furnish & Install Detectable Warning Surface	3	EA	\$600.00	\$1,800.00
18	Pavement Patching	84	SF	\$10.00	\$840.00
19	Furnish & Install Vee Gutter	5	LF	\$25.00	\$125.00
20	Furnish & Install Cross Gutter	82	SF	\$10.00	\$820.00
21	Furnish & Install 6" Wide Retaining Curb	218	LF	\$15.00	\$3,270.00
22	Adjust Water Meter to Grade	3	EA	\$800.00	\$2,400.00
23	Furnish & Install Tree Well (includes concrete, rebar, grate, & tree guard)	22	EA	\$3,750.00	\$82,500.00
24	Furnish & Install 1-1/2" Water Service (includes pavement resurfacing)	4	EA	\$1,500.00	\$6,000.00
25	Furnish & Install 1-1/2" Water Meter	4	EA	\$2,750.00	\$11,000.00
26	Furnish & Install 1-1/2" Gate Valve	4	EA	\$350.00	\$1,400.00
27	Furnish & Install Lighting System/Electrical	1	LS	\$80,000.00	\$80,000.00
28	Furnish & Install Conduits, Handholes, Pull Boxes and Appurtenances for Decorative Street Lights per SCE Plans	1	LS	\$10,000.00	\$10,000.00
29	Furnish & Install Landscaping & Irrigation	1	LS	\$8,000.00	\$8,000.00
30	Extra Cost for SCE Decorative Street Lights Cost	1	LS	\$32,377.61	\$32,377.61
TE SUBTOTAL					\$385,319.61
10% CONTINGENCY					\$38,531.96
CONSTRUCTION MANAGEMENT					\$33,908.13
TE TOTAL					\$457,759.70

PART 'B' - City Portion					
31	SCE cost for Standard Street lights	1	LS	\$34,759.10	\$34,759.10
32	Mural	1	LS	\$25,000.00	\$25,000.00
CITY SUBTOTAL					\$59,759.10
10% CONTINGENCY					\$5,975.91
CONSTRUCTION MANAGEMENT					\$5,258.80
CITY TOTAL					\$70,993.81
Combination SUBTOTAL					\$445,078.71
10% CONTINGENCY					\$44,507.87
CONSTRUCTION MANAGEMENT					\$39,166.93
Combination TOTAL					\$528,753.51

Prepared By: Javier Sanchez, Jr.
Assistant City Engineer

Reviewed By: Michael K. Reed
City Engineer

Reviewed By: Baldomero S. Rodriguez
Public Works Director

Reviewed By: J. D. Collins
City Manager

09/23/2014
Date

9/23/2014
Date

9/23/14
Date

10/01/14
Date

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: AWARD OF CONTRACT – MISCELLANEOUS CONCRETE AND STREET REPAIR PROJECT (PUTNAM ALLEY BETWEEN D STREET AND HOCKETT STREET, AND SECOND STREET BETWEEN MILL AVENUE AND OAK AVENUE)

SOURCE: Public Works Department - Engineering Division

COMMENT: On September 10, 2014, staff received three (3) bids for the Miscellaneous Concrete and Street Repair project. The proposed project reconstructs the south Putnam Avenue alley entrance between Hockett Street and D Street. The alley approach will include new ADA compliant ramps. The project also consists of repairing a portion of asphalt along the west half of Second Street between Mill Avenue and Oak Avenue. This portion of work also includes two add alternates, in which the alternates incorporate the removal and replacement of the curb, gutter, and sidewalk.

The Engineer's Estimate of Probable Cost for the base bid plus the "add alternates" is \$47,471.00. The low bid of \$35,751 for the project is 24.7% below the Engineer's Estimate. An additional \$3,571.10 is required for the construction contingency (10%). It is anticipated that an additional \$5,000.00 is required for construction management, quality control, inspection services and in-house surveying (14%). The total estimated cost for the project is \$44,322.10.

Funding for the project was allocated in the Miscellaneous Curb and Gutter project as approved in the 2014/2015 Annual Budget, and Special Gas Tax Funds is the funding source.

The bids with the add alternates are as follows:

<u>Contractor</u>	<u>Amount</u>
1. JT2 dba Todd Companies Visalia, CA	\$35,751.00
2. Greg Bartlett Construction Porterville, CA	\$49,571.00
3. DOD Construction Porterville, CA	\$50,330.00

Staff has found the low bid acceptable.

Dir. BS Appropriated/Funded MP CM J

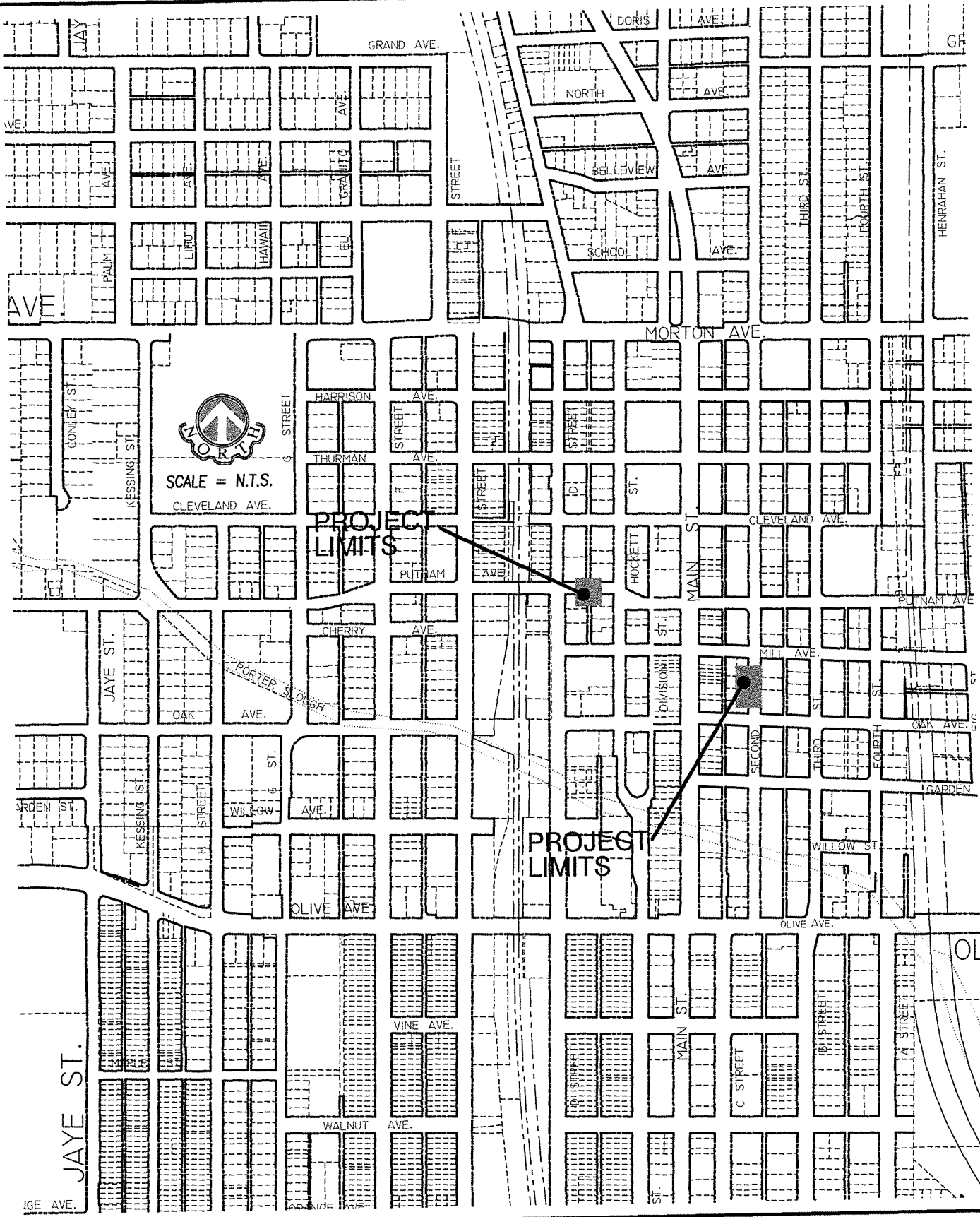
Item No. 6

RECOMMENDATION: That the City Council:

1. Award the Miscellaneous Concrete and Street Repair project to JT2 dba Todd Companies, in the amount of \$35,751.00;
2. Authorize progress payments up to 95% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen construction costs.

ATTACHMENT: Locator Map

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CITY OF PORTERVILLE
 ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA. 93257
 (539) 782-7462

MISCELLANEOUS
 CONCRETE REPAIR AND
 STREET PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: RATIFICATION OF EMERGENCY EXPENDITURES – REPAIR OF WELL #6 AND REPAIR OF THE WASTE WATER TREATMENT FACILITY BLOWER #4

SOURCE: Public Works Department - Engineering Division

COMMENT: During the month of September 2014, the City experienced problems with Well #6 located at 437 W Kanai and with Blower #4 at the Waste Water Treatment Facility (WWTF). Both problems required quick repair work to prevent potential health and safety issues. City Code 2-38, Emergency Expenditures/Appropriations, authorizes an expenditure of up to \$100,000 in an extraordinary emergency for the preservation of the public peace, health, or safety. Pursuant to City Code 2-38, these circumstances were communicated to the Mayor by the City Manager and the expenditure was approved by the Mayor due to the extraordinary emergency of the situation. A copy of City Code 2-38 is attached for your reference.

The motor on Well #6 failed and had to be taken offline. The Water Division contacted Valley Pump & Dairy and received a “not to exceed” quote of \$24,500 to replace the motor, install new pump bowls, 60’ of new casing and replace 20’ of damaged casing. Well #6 is a 550 gallon per minute well and taking it offline would not have normally caused a problem, but unfortunately Well #21, located across from the Police Department, was also taken offline due to rising nitrate levels.

Each year, Well #21 is brought online to help meet high water demands during the summer. After continuous service Well #21 sometimes experiences higher than acceptable nitrate levels. Staff carefully monitors this situation and when nitrate levels approach the maximum contaminate level (MCL), the well is taken offline. Having Well #6 and Well #21 offline for an extended period of time would have presented some water pressure issues adversely affecting businesses and the hospital that rely on minimum City-wide pressure to activate sprinkler systems.

Regarding Blower #4, this piece of equipment is one of three blowers that continuously inject air into the influent (gray water) as part of the treatment process. Two blowers must operate at all times to maintain the proper air-to-influent volume ratio with the third blower on standby.

During the week of September 22, 2014, Blower #4 developed a strong vibration and was taken offline to prevent serious damage. The two remaining blowers were pressed into service with no “standby” capacity available. Abacus IMT provided a “not to exceed” quote of \$25,000 to fix

Dir Bo Appropriated/Funded MB CM X

Item No. 7

Blower #4. The decision was made to proceed with the repair due to the fact that the loss of either remaining blower would bring the WWTF to a halt. It should be noted that a new blower costs between \$54,000 and \$58,000, and takes approximately six weeks to deliver and install.

RECOMMENDATION: That the City Council:

1. Ratify that the repair of Well #6 and the repair of Blower #4 were necessary and met the emergency criteria as promulgated in Article VII, Section 2-38 of the City Code;
2. Direct the Finance Director to initiate a Purchase Order to Valley Power and Abacus IMT in the amounts not to exceed \$24,500 and \$25,000 respectively; and
3. Direct the Finance Director to make payment to Valley Power and Abacus IMT upon receipt of invoices approved by the Public Works Director.

ATTACHMENT: City Code 2-38, Emergency Expenditures/Appropriations

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS:

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)

CITY COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: REQUEST FOR SPECIALIZED SERVICES WITH TESCO CONTROLS

SOURCE: Public Works Department – Wastewater Treatment Facility

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) uses a Supervisory Control and Data Acquisition (SCADA) system that monitors and controls the entire wastewater treatment processes. The SCADA system acquires equipment and instrumentation data through remote telemetry units and sends the data to a central computer. The central computer performs graphic display presentations, alarm reporting, report generation, data archiving and database maintenance.

The WWTF has used the existing TESCO SCADA system since 1994. An upgrade is needed on the hardware, software, graphics and alarms. The upgrades will allow the WWTF to incorporate equipment added after 1994 and equipment from several upcoming Capital Improvement Projects (CIP) such as the electric blowers, dewatering equipment and headworks washer compactor.

The project consists of upgrades to the existing plant process control telemetry system. Currently, the SCADA system receives all plant statuses and alarms from the process controllers via a hardwired network. The new system will use a high frequency and secure, ethernet based wireless network.

The upgrade will also include the latest software version, including two rack mounted computers, dual power supplies and redundant internal hard drives. TESCO will also upgrade the SCADA screen graphics and alarms. TESCO's cost to the City for the upgrades is \$194,295. The WWTF has set aside funding specifically for the SCADA upgrade.

Staff is sensitive to Council's desire that all projects be advertised for competitive bids and/or proposals. If the City elects to openly bid the SCADA Upgrade Project, staff will need to advertise for consultant design services. The design consultant will generate "generic" plans and specifications that will allow other "telemetry installation" companies to bid on the project. Staff estimates that telemetry design services will cost approximately \$75,000. Upon acceptance of the plans and specifications, staff would request Council authorization to advertise for bids on the SCADA Upgrade project.

Dir BS Appropriated/Funded MP CM [Signature] Item No. 8

Staff is of the opinion that the proper course of action is to authorize the Public Works Director to negotiate a full service SCADA upgrade contract with TESCO in an amount not to exceed \$194,295 for the following reasons:

1. The existing SCADA system provided by TESCO is over 20 years old and has performed exceptionally well.
2. It is more prudent to spend City funds towards the SCADA upgrade as opposed to spending \$75,000 or more towards designing a new and generic SCADA system.
3. Carollo Engineers have estimated the base replacement cost of the existing SCADA system to be \$590,200.
4. TESCO has provided excellent technical support in the past, are a known quantity, and staff has every reason to believe that TESCO's future performance will not diminish.
5. Staff is familiar and competent in the use of the TESCO SCADA system and anticipates minimal, if any, new training on the new TESCO SCADA system.
6. Upgrades to the 20 year old SCADA system can begin immediately upon award of contract. If the "new design" route is chosen, upgrades to the SCADA system at the WWTF will be delayed by at least six months.

Funding for this project is from the WWTF Capital Reserve as budgeted in the 2014/2015 Annual Budget.

RECOMMENDATION: That City Council approve the request for Specialized Service for the upgrade of the WWTF SCADA system with TESCO Controls, Incorporated, at a cost not to exceed \$194,295.

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: PUBLIC SAFETY BUILDING - CITY EASEMENT CONVEYANCE TO SOUTHERN CALIFORNIA EDISON COMPANY

SOURCE: Public Works Department - Engineering Division

COMMENT: The Public Safety Building is under construction and, as work progresses, there will be a need to install dry utilities to the new facility, namely electrical, telephone, gas and cable. Before these utilities are installed, the City has or will be required to enter into agreements, pay fees and convey easements.

Currently, the City has executed an agreement and paid fees for the electrical service, inclusive of street lights along the perimeter of the complex. Southern California Edison Company (SCE) is now requesting an easement from the City of Porterville for the purpose of installing and maintaining the underground electrical service for the Public Safety Building. The electrical infrastructure consists of underground conduits, wires, vaults and other appurtenant equipment essential to this facility.

The proposed easement to SCE is 6' wide with the exception of a 14' x 17' area that will contain a pad-mounted transformer and is generally located from the east right-of-way of Jaye Street south of Montgomery Avenue to the proposed eastern property line. The electrical service is designed to provide services to the adjacent undeveloped property and is depicted in the easement. A visual perspective of the easement described herein is shown in Exhibit "B" attached to this staff report.

RECOMMENDATION: That the City Council:

1. Accept Southern California Edison Company's request to have the City convey an easement for the installation and maintenance of an underground electrical conduit and related facilities;
2. Authorize the Mayor to sign the Grant of Easement; and
3. Authorize the City Clerk to mail the signed Grant of Easement to Southern California Edison Company for recordation.

Dir PSA Appropriated/Funded MP CM J

Item No. 9

ATTACHMENTS: Resolution
Grant of Easement Document
Exhibit "A" – Legal Description
Exhibit "B" – Locator Map

P:\pubworks\General\Council\City Easement Conveyance to SCE - 2014-10-07.doc

RESOLUTION NO. _____-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AUTHORIZING A GRANT OF EASEMENT
TO SOUTHERN CALIFORNIA EDISON COMPANY

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby grants to Southern California Edison Company, a corporation, its successors and assigns, an easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect, and remove at any time and from time to time, underground electrical supply systems and communication systems consisting of wires, underground conduits, cables, vaults, manholes, handholes and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

See Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof by reference, consisting of three pages.

BE IT FURTHER RESOLVED that the foregoing has been authorized by the City Council for the City of Porterville.

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	San Joaquin Valley	TD681508	n/a	n/a
SCE Company	FIM: 36-32B	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN: 269-050-034	Real Properties	SLS/VW	09/09/2014

CITY OF PORTERVILLE, a California municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

State of California)
)
County of _____)

On _____ before me, _____, notary public,
(here insert name)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

LEGAL DESCRIPTION

Exhibit "A"

Southern California Edison Easement – Public Safety Building

An easement situated in the Northeast quarter of Section 2, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, also being a portion of Parcel 1 of Parcel Map No. 3819, per map recorded in Book 39 of Parcel Maps at Page 22 in the Office of the County Recorder of said County.

Portion 1

A 6.00 foot wide strip of land, the centerline of said strip being more particularly described as follows:

COMMENCING AT the Northwest corner of said Parcel 1, said corner also being a point of intersection with the South right of way of Montgomery Avenue and the East right of way line of Jaye Street;

THENCE, South $00^{\circ}26'47''$ West, along the East right of way line of Jaye Street; a distance of 467.43 feet, to the **POINT OF BEGINNING**;

THENCE, South $81^{\circ}42'10''$ East, a distance of 34.38 feet, to the beginning of a tangent curve, concave southwesterly, having a radius of 12.5 feet;

THENCE, southeasterly along said curve, through a central angle of $81^{\circ}41'32''$, an arc length of 17.82 feet to a point hereinafter referred to as Point "A";

THENCE, South $00^{\circ}00'38''$ East, a distance of 167.99 feet, to the beginning of a tangent curve, concave northeasterly, having a radius of 12.5 feet;

THENCE, southeasterly along said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 19.63 feet;

THENCE, North $89^{\circ}59'22''$ East, a distance of 123.03 feet, to the beginning of a tangent curve, concave northwesterly, having a radius of 12.5 feet;

THENCE, northeasterly along said curve, through a central angle of $78^{\circ}53'24''$, an arc length of 17.21 feet to a point hereinafter referred to as Point "B".

The sidelines of said strip are prolonged or shortened to terminate at the intersection with the East right of way line of Jaye Street.

Portion 2

A rectangular shaped piece of land, the **POINT OF BEGINNING** being the aforementioned Point "B";

THENCE, South $89^{\circ}59'22''$ West, a distance of 5.77 feet;

THENCE, North $00^{\circ}00'38''$ West, a distance of 17.00 feet;

THENCE, North 89°59'22" East, a distance of 14.00 feet;

THENCE, South 00°00'38" East, a distance of 8.00 feet to a point hereinafter referred to as Point "C";

THENCE, South 00°00'38" East, a distance of 9.00 feet;

THENCE, South 89°59'22" West, a distance of 5.88 feet to a point hereinafter referred to as Point "D";

THENCE, South 89°59'22" West, a distance of 2.35 feet to the **POINT OF BEGINNING**.

Portion 3

A 6.00 foot wide strip of land, the centerline of said strip beginning at the aforementioned Point "A";

THENCE, North 00°00'38" West, a distance of 34.89 feet.

Portion 4

A 6.00 foot wide strip of land, the centerline of said strip beginning at the aforementioned Point "C".

THENCE, North 89°49'44" East, a distance of 91.11 feet.

Portion 5

A 6.00 foot strip of land, the centerline of said strip beginning at the aforementioned Point "D";

THENCE, South 01°20'25" East, a distance of 73.34 feet.

BASIS OF BEARING for the easement described herein is the West line of the Northeast quarter of Section 2, Township 22 South, Range 27 East, taken as **South 00°26'47" West**.

END OF DESCRIPTION

This easement description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed
Michael K. Reed, Licensed Land Surveyor

Date: 9/3/2014

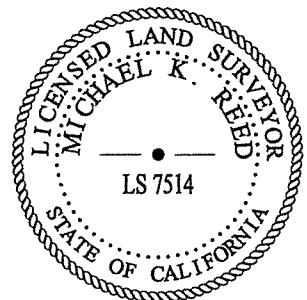
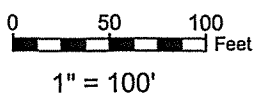
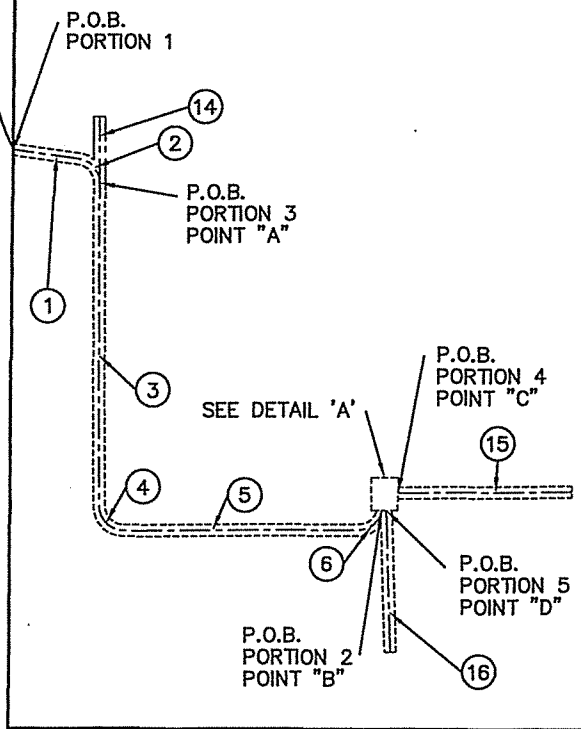
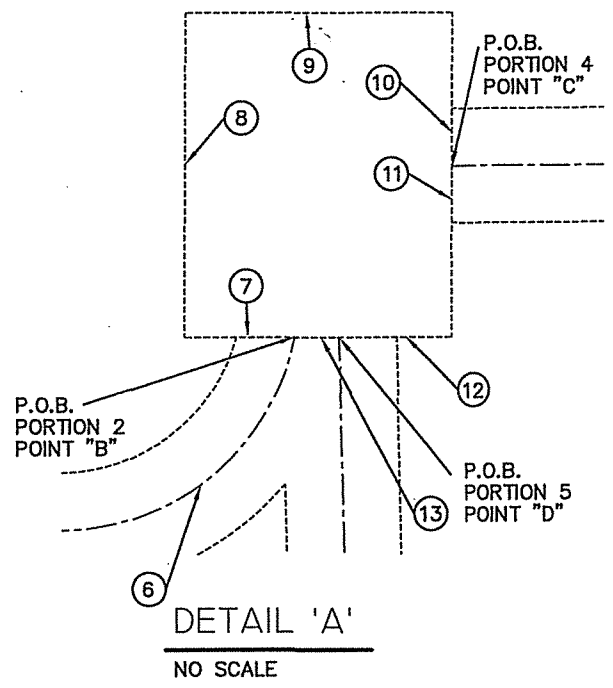
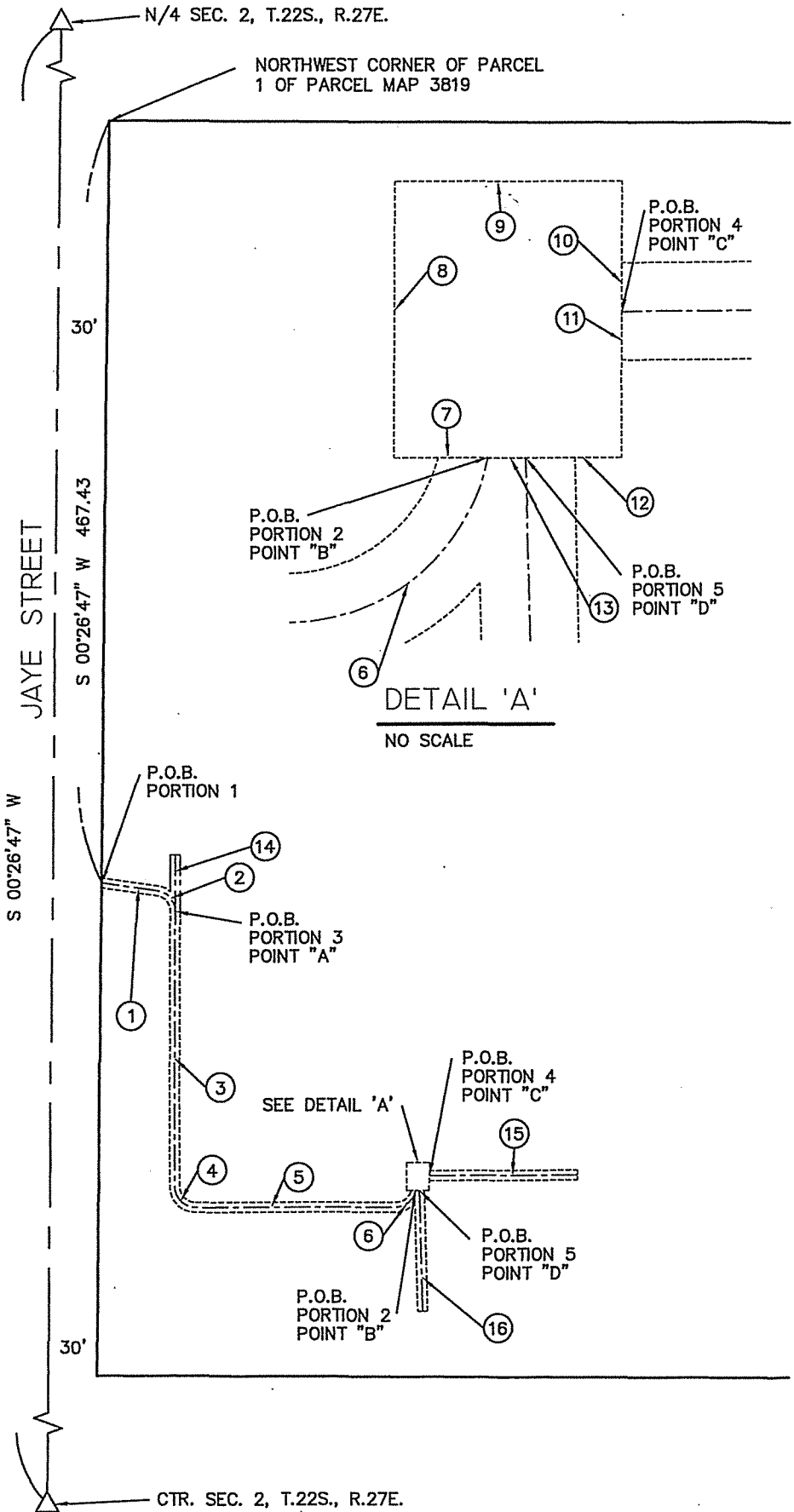


EXHIBIT "B" EASEMENT PLAT

- ① S 81°42'10" E 34.38
- ② R = 12.50
L = 17.82
Δ = 81°41'32"
- ③ S 00°00'38" E 167.99
- ④ R = 12.50
L = 19.63
Δ = 90°00'00"
- ⑤ N 89°59'22" E 123.03
- ⑥ R = 12.50
L = 17.21
Δ = 78°53'24"
- ⑦ S 89°59'22" W 5.77
- ⑧ N 00°00'38" W 17.00
- ⑨ N 89°59'22" E 14.00
- ⑩ S 00°00'38" E 8.00
- ⑪ S 00°00'38" E 9.00
- ⑫ S 89°59'22" W 5.88
- ⑬ S 89°59'22" W 2.35
- ⑭ N 00°00'38" W 34.89
- ⑮ N 89°49'44" E 91.11
- ⑯ S 01°20'25" E 73.34



CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA. 93257
 (559) 782-7462

PORTION OF PARCEL 1 OF PARCEL MAP NO. 3819, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 39, PAGE 22 OF PARCEL MAPS, TULARE COUNTY RECORDS

OWNER	CITY OF PORTERVILLE
APN	269-050-034
DATE	8/29/2014
DRAWN BY	CAL
CHECKED BY	DB

CONSENT CALENDAR

SUBJECT: CONSIDERATION OF TEMPORARY CARGO CONTAINER REQUEST

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: On March 4, 2014, the City Council adopted Resolution 14-2014 (Attachment 3), further clarifying the City Council's intent in regard to temporary cargo/shipping containers. As a result of the resolution, the City Council may approve the use of cargo/shipping containers as temporary non-standard development for those applicants seeking a long term use of more than three containers in commercial and industrial zone districts.

Walmart Store #1877, located at 1250 W. Henderson Avenue, is requesting approval from City Council to allow a total of 26 temporary storage containers for the period beginning October 8, 2014, through January 8, 2015, (92 days). While the request submitted is to allow the containers to remain until January 8, 2015, staff suggests extending the period to January 31, 2015, (115 days) to accommodate time needed to remove the containers after the holiday season ends. The containers are to be situated in the most remote portion of the parking lot, not within any setback requirements, and will not obstruct access to parking for Walmart or other businesses. They are also to be located to minimize views from the public right of way. Further, of the 961 parking spaces on the Walmart parking lot, 72 spaces would be lost during this timeframe to accommodate the temporary placement of storage containers. Because the store only requires 419 spaces, the store would continue to have more than the required parking spaces, even with the temporary structures. Staff recommends the following conditions of approval:

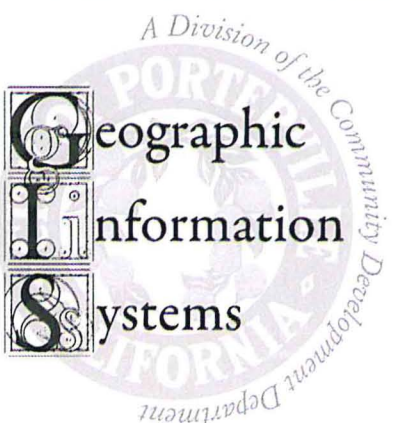
1. The number and location of containers shall conform to Resolution 14-2014.
2. The containers shall be permitted to be maintained on the site from October 8, 2014, to January 31, 2015.
3. The proposed temporary structures shall comply with all applicable local, state, federal laws, and Resolution 14-2014.

RECOMMENDATION: That the City Council approve the request for a temporary structure permit as outlined above and subject to the site plan and conditions of approval.

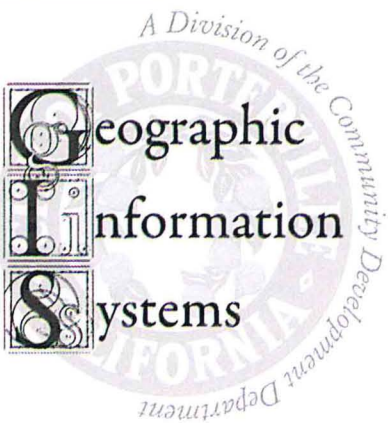
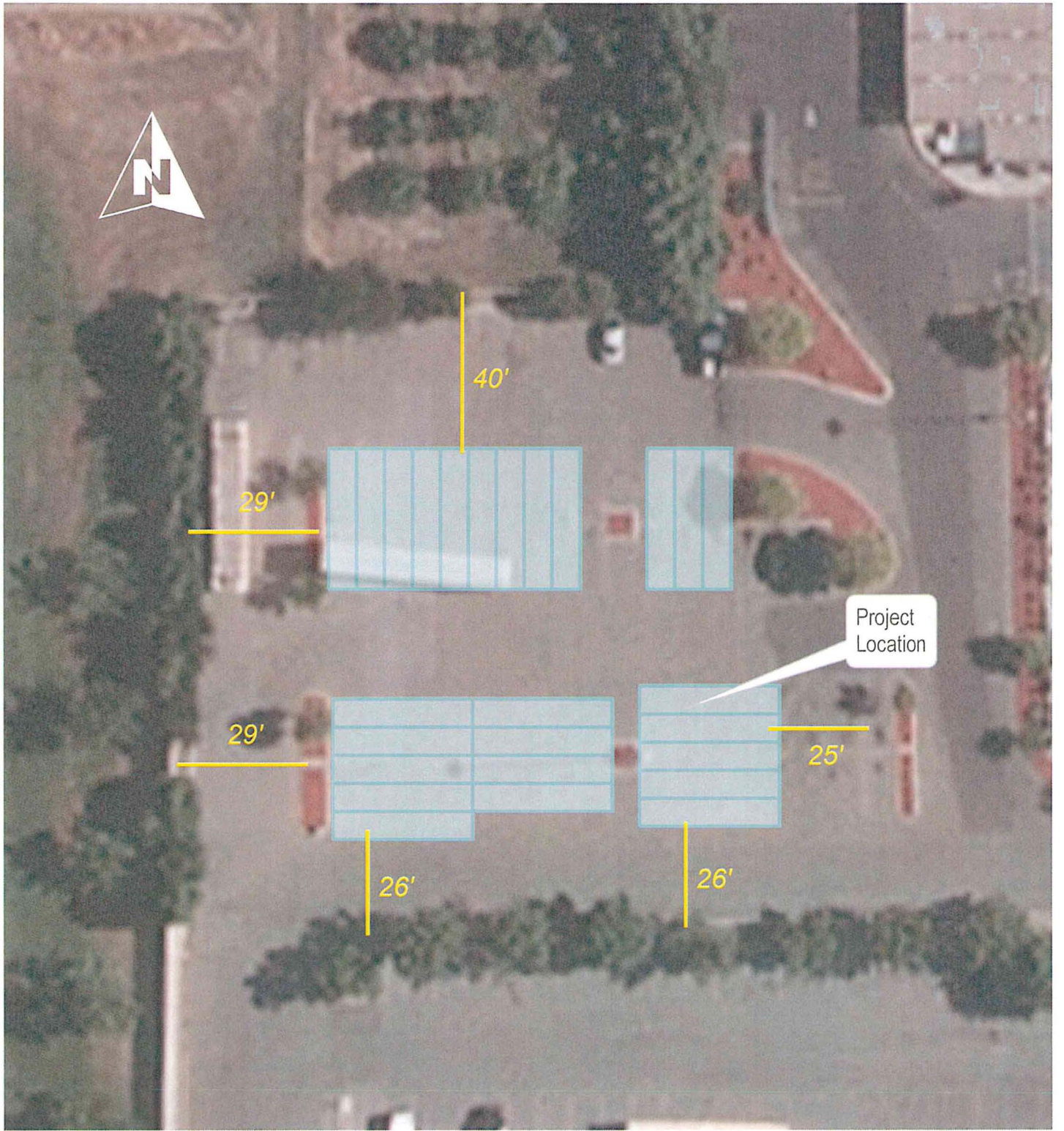
ATTACHMENTS: 1. Locator Map
2. Detail Map
3. Resolution 14-2014

DD JB Appropriated/Funded N/A CM J

Item No. 10



Walmart Holiday Storage Scheme
 Locator Map
 1" = 250 ft.
**ATTACHMENT
 ITEM NO. 1**



Walmart Holiday Storage Scheme SeaTrain Layout Map 1" = 40 ft.

**ATTACHMENT
ITEM NO. 2**

RESOLUTION NO. 14 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING INTERPRETATIONS OF AMBIGUITY AND
STATEMENTS OF CITY COUNCIL INTENT WITH REGARD TO
TEMPORARY (CARGO/SHIPPING CONTAINERS),
MOBILE AND PERMANENT DEVELOPMENT

WHEREAS: On October 12, 2004, and March 1, 2005, the City Council considered the status of a variety of non-standard building types including temporary buildings, long-term street vending, drive-through restaurant kiosks, etc.; and

WHEREAS: At that time, the City Council determined that the Municipal Code and the Development Ordinance allow for potential ambiguity in the interpretation of such issues as the appropriate application of the Municipal Code provisions for cargo/shipping containers for Temporary Building Permits, the Zoning Ordinance provisions for a Conditional Use Permit for Street Vending for more than five days at a single location, and the appropriate development standards to apply thereto to each; and

WHEREAS: On March 1, 2005, the City Council adopted Resolution 29-2005, providing an interpretation of ambiguity and statements of City Council intent with regard to temporary, mobile, and permanent development; and

WHEREAS: On November 5, 2013, and December 3, 2013, the City Council considered modifications to Resolution 29-2005 as it relates to cargo/shipping containers for nonresidential uses; and

WHEREAS: On December 3, 2013, the City Council adopted Resolution 82-2013 as it relates to cargo/shipping containers for nonresidential uses; and

WHEREAS: On February 4, 2014, the City Council considered further modifications to the use of cargo/shipping containers for nonresidential uses. Specifically, the Council directed that the Zoning Administrator would have authority to approve up to three cargo/shipping containers for a long term period, subject to compliance with the criteria defined in Resolution 82-2013 except as amended herein; and

WHEREAS: On March 4, 2014, the City Council considered the revised draft resolutions setting forth additional provisions for long term use of cargo/shipping containers as outline in the previous paragraph; and

WHEREAS: The City Council intends to provide guidance to City Staff and the development community with regard to the approved interpretation of such ambiguity in the City Code and Development Ordinance and to give an indication as to the likely standards of review and intent of City Council in considering future development proposals and provide additional clarification relative to the temporary use of cargo/shipping containers.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby adopt statements of interpretation of ambiguity and statements of City Council intent as follows:

- 1) **Permanent Commercial Buildings:** In order to be considered a “permanent” commercial building, subject to complying with the Development Ordinance and applicable building and fire codes, and securing a building permit, a structure must be affixed to the ground through a foundation, foundation system or other similar means, except as described below. By this standard, cargo/shipping containers, catering trucks, and trailers would not be considered “permanent” commercial buildings. Modular buildings, sheds, pre-fabricated buildings, etc., may be considered to be permanent buildings provided they are affixed to foundations. Full development standards as required by City Code would apply in such cases.
- 2) **Permanent Commercial Buildings – Exception for Food Vending Booths:** Food vending booths, food or coffee kiosks, “hot-dog” stands etc. without a foundation may be considered to be “permanent” provided the following conditions are met:
 - a) The type and location of the use is permitted by the Zoning Ordinance.
 - b) The type, location, and intensity of the use are included in all calculations of site improvement requirements, including parking calculations, etc.
 - c) The development is clearly accessory to the primary use of the site, and its hours of operation are limited to those of the primary use.
 - d) The development fully complies with adopted building codes, including fire protection and the requirements of State and Local Public Health authorities.
- 3) **Permanent Commercial Buildings – Exception for Approved Temporary Buildings:** Modular and similar buildings, whether on permanent foundations or not, may be approved by the City Council as temporary buildings. Site development standards for such cases shall be determined as described below.
- 4) **Non-Standard Development as Accessory Use:** Except for on-farm produce stands and cargo/shipping containers as specifically addressed herein, non-standard development will only be approved as an accessory to standard, permanent development on the same site, or on an adjacent related site. This will help to ensure that minimum site improvements are provided for commercial uses.
- 5) **Use of Cargo/Shipping Containers as Temporary Non-Standard Development; Short Term:** Where appropriate and necessary for short term use, the Zoning Administrator may approve use of cargo/shipping containers in

Commercial and Industrial zone districts associated with an existing development for additional storage capacity subject to the following specific criteria:

- The number of containers is limited to one per business or parcel, whichever results in fewer containers per site.
- The cargo/shipping container shall not remain on site for longer than 100 days.
- The placement of the cargo/shipping container shall be such that it does not interfere with the permanent site improvements, including but not limited to, parking, loading areas, on-site circulation, and accessibility.
- The placement of the cargo/shipping container shall not encroach into required setbacks, and must not be visible from off site or public streets. .
- Use of a cargo/shipping container may be granted subject to payment of an adopted fee for a Ministerial Temporary Structure Permit. Use of cargo/shipping containers in manners not consistent with this section, may only be authorized by the City Council.

6) **Use of Cargo/Shipping Containers as Temporary Non-Standard Development; Long Term- three (3) or fewer containers:** Where appropriate and necessary for longer term use, the Zoning Administrator may approve use of cargo/shipping containers in Commercial and Industrial zone districts associated with an existing development for additional storage capacity subject to the following specific criteria:

- The number of containers allowed shall not exceed three (3) containers.
- The time period requested shall be specified by the applicant. Final expiration of the permit shall be coterminous with the permit expiration date approved by the Zoning Administrator. Extensions will not be permitted. However, the applicant may apply for another long term, administrative, permit. Failure to obtain the renewed permit could result in Code Enforcement action and associated fines.
- The placement of the cargo/shipping container shall be such that it does not interfere with the permanent site improvements, including but not limited to, parking, loading areas, on-site circulation, and accessibility.
- The placement of the cargo/shipping container shall not encroach into required setbacks, and must not be visible from off site or public streets.
- Use of a cargo/shipping container may be granted subject to payment of an adopted fee for a Zoning Administrator permit application plus an initial fee for the first site visit and an annual fee applicable upon approval. The annual fee would apply for any year or portion thereof the container continues to be stored on site.
- The Zoning Administrator may require additional conditions intended to ensure the use does not create blight.

7) **Use of Cargo/Shipping Containers as Temporary Non-Standard Development; Long Term; more than three (3) containers:** Where appropriate and necessary for longer term use, the Council may approve use of cargo/shipping

containers in Commercial and Industrial zone districts associated with an existing development for additional storage capacity subject to the following specific criteria:


- The number of containers allowed would be determined by Council.
- The time period requested shall be specified by the applicant. Final expiration of the permit shall be coterminous with the permit expiration date approved by Council. Extensions will not be permitted. However, the applicant may apply for another long term, discretionary, permit. Failure to obtain the renewed permit could result in Code Enforcement action and associated fines.
- The placement of the cargo/shipping container shall be such that it does not interfere with the permanent site improvements, including but not limited to, parking, loading areas, on-site circulation, and accessibility.
- The placement of the cargo/shipping container shall not encroach into required setbacks, and must not be visible from off site or public streets. .
- Use of a cargo/shipping container may be granted subject to payment of an adopted fee for a Discretionary Temporary Structure Permit application with a monthly fee applicable upon approval and commencing at 100 days of use. The fee would apply for any month or portion thereof the container continues to be stored on site.
- Council may require additional conditions intended to ensure the use does not create blight.

- 8) **Time Limits Required for Non-Standard Development:** Non-standard development may be approved by the City Council as either a “Temporary Building” or a “Street Vendor” as appropriate. In all such cases, approval will be for a limited period of time. The approval period will not typically exceed the reasonable period of time necessary to secure a permanent replacement. In some cases, a reasonable period of time may be granted to allow for market testing, “proof-of-concept”, etc. Site improvement standards for such development shall be determined by the City Council on a case-by-case basis using guidelines as established below.
- 9) **Development Standards – Non-Standard Development:** All non-standard development requires approval by the City Council with appropriate Conditions of Approval. Such development may require site improvements that differ from those required for permanent development. Staff reports for such proposals should identify both the proposed site improvements and the improvements that would be required for similar, permanent development.
- 10) **Temporary Building Permits – Effect on Standards for Existing Conforming Development:** Temporary buildings may be approved only with clear time limits, and with a finding by City Council that the development is to accommodate a time of business stress or emergency or a construction project. For this reason, the City Council may authorize such uses in circumstances that would cause an existing, conforming development to become non-conforming for the duration of the use.

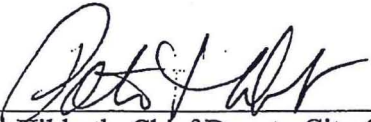
For example, a temporary modular building could be authorized to occupy required parking spaces in a commercial development. It is the intent of City Council to weigh such modifications against both the need and duration of the temporary building. Except in extraordinary cases, the City Council would not expect to authorize a permit that creates a non-conforming circumstance for a period longer than 90 days.

- 11) **Conditional Use Permits for "Street Vending" – Effect on Standards for Existing Conforming Development** - Conditional Use Permits for "Street Vending" for periods longer than five days do not require a finding of business stress or emergency. For that reason, such uses will not be permitted to cause an existing conforming development to become non-conforming.
- 12) **Standards of Review – Non-standard Development:** It is the intent of City Council to consider the impact that proposed Temporary Building Permits and Conditional Use Permits for longer term street vending will have on other similar businesses. Such uses are intended to offer flexibility under unusual circumstances and will not be encouraged as a means to compete with businesses in permanent buildings by avoiding development standards that would otherwise apply.
- 13) **Compliance with Zoning Ordinance and City Code – Non-Standard Development:** None of the above shall be construed to permit non-standard development to violate the Zoning Ordinance or other provisions of City Code. No use may be authorized by a Temporary Building Permit or as a Conditional Use Permit for street vending that is not permitted by the underlying Zoning Classification. Such restriction includes limitations on outdoor sales where applicable.

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


Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

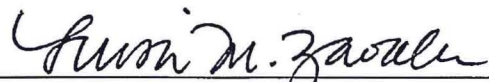
STATE OF CALIFORNIA)
 CITY OF PORTERVILLE) SS
 COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 4th day of March, 2014.

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

Council:	McCRACKEN	WARD	HAMILTON	SHELTON	GURROLA
AYES:		X	X		X
NOES:	X				
ABSTAIN:				X	
ABSENT:					

JOHN D. LOLLIS, City Clerk


 By: Luisa M. Zavala, Deputy City Clerk

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: ANNUAL LIBRARY FOOD FOR FINES CAMPAIGN

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Library and Literacy Commission and staff propose to conduct the eighth Annual Food for Fines Campaign over a nine-week period from October 20 to December 20. The library benefits from this program by recovering lost library materials and from the clearing of fines on patron accounts.

During the implementation of this campaign last year, the library collected 799 items of food and waived \$747 in fines. Staff will once again coordinate with the local Kiwanis Club who annually distribute food through their Family Food Basket program.

Program Outline:

- For every can of food submitted during the drive, \$1 of overdue fees will be waived up to \$10 per account.
- The cans of food and other non-perishables must not be damaged or expired.
- Staff will track transactions by how many food items were donated and the total fines waived.

RECOMMENDATION: That the City Council authorize the eighth Annual Food for Fines Campaign to run October 20 through December 20, 2014.

DJ Director

MS Appropriated/Funded

[Signature] City Manager **ITEM NO.:** 11

SUBJECT: RENEWAL OF PUBLICSTUFF CONTRACT

SOURCE: Administration

COMMENT: At its meeting on August 6, 2013, in consideration of options for implementing a City mobile application and Citizen Relationship Management (CRM) system, the City Council authorized a one-year contract with PublicStuff for the development of the "myPorterville" mobile application at an expense of \$8,800. The expense for the contract was split between the City Council and Community Promotion expenditure accounts for fiscal year 2013/2014, given funds were added to these accounts from the refund of a portion of fees paid to the Tulare County Economic Development Corporation.

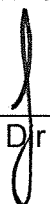
During the past year, a total of 876 requests have been entered into the myPorterville application. Currently, 627 of these requests have been completed and closed, and 249 are in progress. In addition, the City Departments have incorporated myPorterville report and tracking features for coordinated and more efficient Code Enforcement. It is anticipated that the number of requests entered into the mobile application will continue to increase as the public becomes further aware of this tool and more knowledgeable in the use of technology.

With the initial one (1) -year contract with PublicStuff having expired October 1, 2014, the cost of renewing the contract for another single year has increased to \$9,416, an increase of \$616 (7%). PublicStuff has also given the City the option of renewing under a three (3) -year contract at the fixed rate of \$9,133 per year. Given the community's positive response to myPorterville, as well as staff's utility for coordinated Code Enforcement, it is recommended that the City enter into a three (3) -year contract with PublicStuff.

The funding for the contract renewal is included in the adopted Fiscal Year 2014/2015 budget under the Community Promotions account.

RECOMMENDATION: That the City Council authorize a three (3) -year contract renewal with PublicStuff for the myPorterville mobile application.

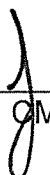
ATTACHMENT: myPorterville App Statistics



Dir



Appr/Funded



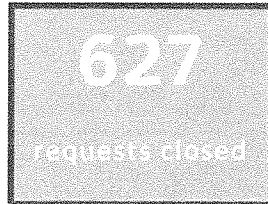
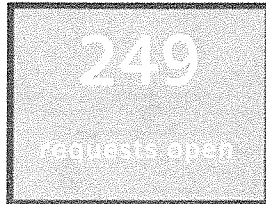
GM

Item No. 12

myPorterville App

Overview: January 2014- September 2014

CITY STATS



SERVICES BY DEPARTMENT

DEPARTMENT	REQUESTS SUBMITTED	REQUESTS COMPLETED	PERCENT CLOSED
Administrative Services	1	0	0
City Manager's Office	3	2	66.7%
Community Development	94	51	54.30%
Field Services Water Utility Division	318	179	56.30%
Finance	4	2	50%
Fire Department	221	214	96.80%
Parks & Leisure	30	29	96.70%
Police Department	39	39	100%
Public Works	152	98	64.90%

TOP SERVICES BY VOLUME

Top ten service request types (77 total)

SERVICE TYPE	TOTAL REQUESTS
Meter Request	155
Report Leak	78
Finance Service Request	71
Weed Abatement	67
Yard Sale Signage	49
CEO, Business License	38
Potholes	33
Community Development, General or MULTIPLE violations	27
Garbage Collection/ Illegal Dumping	21

CITY COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: AN AGREEMENT TO PROVIDE EXTRATERRITORIAL SERVICES TO AKIN WATER COMPANY AND INITIATING AN APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS ON THE AGREEMENT

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

COMMENT: On September 28, 2012, the Akin Water Company submitted an application for annexation in order to obtain water services from the City of Porterville's municipal water system. After pre-consultation with the Local Agency Formation Commission (LAFCo), staff held an information meeting on May 29, 2013, at Vandalia Elementary School, with members of the public in the affected/proposed annexation area. After much deliberation and based on the limited number of survey ballots in favor of annexation and strong opposition from the residents of the affected territory for annexation, staff determined that any attempt at annexation would likely fail in the public hearing or protest hearing phase. At the October 15, 2013, City Council meeting, staff outlined the difficulties the Akin Water Company faced and requested direction from City Council related to provision of water to Akin Water Company. During the meeting the California Department of Public Health (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 connections fees, and construct and dedicate a new well to the City.

City Council accepted the CDPH offer and agreed to install the infrastructure that will enable water service to the Akin Water Company's current customers, as described herein as Attachment 2, under an extraterritorial water service agreement. At the May 6, 2014, City Council meeting, Council agreed to serve the residents presently served by the Akin Water Company with potable water under the Water Service and System Maintenance Agreement, approved by City Council, per City Council Resolution Number 26-2014.

Staff is prepared to initiate the process in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. This act requires that LAFCo review and approve proposals to extend services beyond the jurisdictional boundary of a local agency and where the territory in subject to receiving such services is within the affected agency's sphere of influence in anticipation of a later change of organization. It is important to note that in order for the City to effectuate the Water Service and System Maintenance Agreement (Resolution Number 26-

DD JB Appropriated/Funded MB CM J Item No. 13

2014), the Local Agency Formation Commission will need to approve the extraterritorial service agreements.

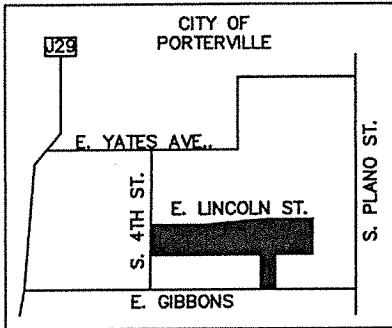
ENVIRONMENTAL: On September 19, 2014, the Environmental Coordinator made a determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15282(k) and 15301(a) of the California Code of Regulation.

RECOMMENDATION: That the City Council authorize staff to initiate an application to the Local Agency Formation Commission to take proceedings for the approval of the extraterritorial service agreement.

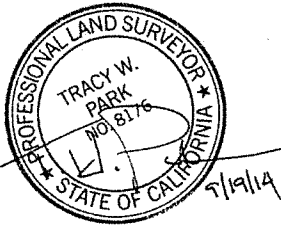
ATTACHMENTS:

1. Akin Water Company Boundaries/ Locator Map
2. Legal Description
3. Notice of Exemption
4. Resolution No. 26-2014
5. Draft Resolution containing findings in support of approving an agreement to provide extraterritorial services to the Akin Water Company and initiating an application to the Local Agency Formation Commission to take proceedings on the agreement.

A= RODRIGUEZ 270-140-082
 B= DEES 270-140-081



VICINITY MAP
 NOT TO SCALE

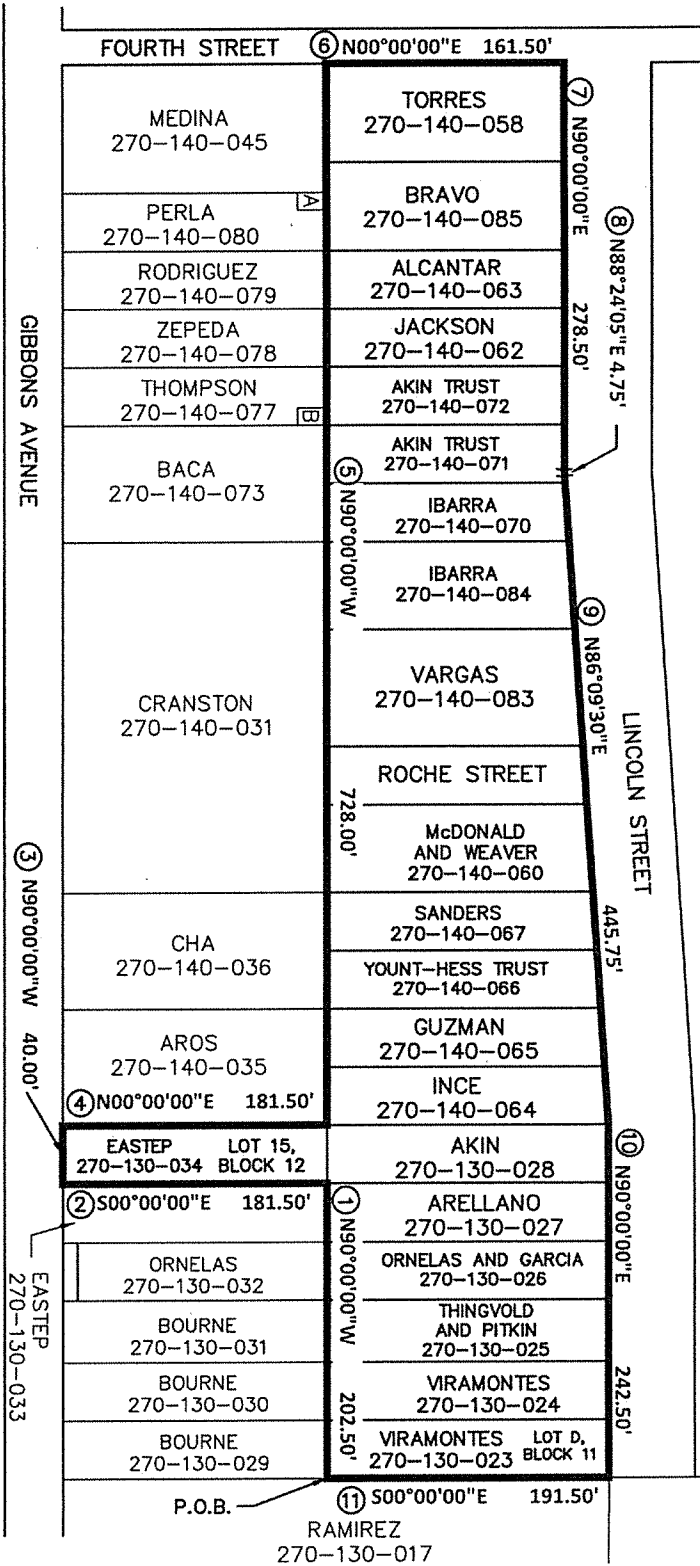
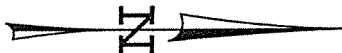
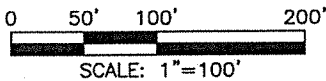


LEGEND:

- ① COURSE NUMBER
- BOUNDARY
- P.O.B. POINT OF BEGINNING

NOTES:

- 1) SEE SHEET 2 OF 2 FOR TITLE INFORMATION.
- 2) ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.



NIV15

NOLTE VERTICAL FIVE

5406 NATCHAN PARK DRIVE, FOURTH FLOOR
 SACRAMENTO, CA 95828
 916.441.8200 TEL. 916.441.8222 FAX

SACRAMENTO, CA 95828
 WWW.NIVELTE.COM

EXHIBIT B
 LAFCO
 CITY OF PORTERVILLE

PREPARED FOR: CITY OF PORTERVILLE

DATE SUBMITTED: 9/19/2014

SHEET NUMBER

1

OF 2 SHEETS

ITEM NO. 1

TITLE		
OWNER	DOC No.	APN
TORRES	2006-87267	270-140-058
BRAVO	1998-45190	270-140-085
ALCANTAR	2001-22879	270-140-063
JACKSON	40392	270-140-062
AKIN LIVING TRUST	2010-41309	270-140-072
AKIN LIVING TRUST	2010-41313	270-140-071
IBARRA	2006-74745	270-140-070
IBARRA	2008-57965	270-140-084
VARGAS	2008-29119	270-140-083
ROSEMARY MCDONALD AND PAULA WEAVER	2000-68937	270-140-060
SANDERS	2010-1850	270-140-067
YOUNT-HESS LIVING TRUST AGREEMENT	2007-11277	270-140-066
GUZMAN	2007-95273	270-140-065
INCE	2013-72892	270-140-064
MEDINA	1998-23657	270-140-045
PERLA	2007-20676	270-140-080
RODRIGUEZ	2007-77147	270-140-082
RODRIGUEZ	2007-77147	270-140-079
ZEPEDA	1983-29088	270-140-078
THOMPSON	2009-38702	270-140-077
DEES	2013-52313	270-140-081
BACA	2007-85496	270-140-073
CRANSTON	2010-65054	270-140-031
CHA	2010-59198	270-140-036
AROS	2001-55608	270-140-035
AKIN	2005-102378	270-130-028
ARELLANO	97-9947	270-130-027
RICARDO ORNELAS AND GUADALUPE GARCIA	95-37944	270-130-026
RANDY THINGVOLD AND PATRICIA PITKIN	27607	270-130-025
VIRAMONTES	2013-59670	270-130-024
VIRAMONTES	2013-59670	270-130-023
EASTEP	2007-37984	270-130-034
EASTEP	2008-7591	270-130-033
ORNELAS	1998-53302	270-130-032
BOURNE	1997-32807	270-130-031
BOURNE	1997-32807	270-130-030
BOURNE	1997-32807	270-130-029

**LEGAL DESCRIPTION
EXHIBIT 'A'
AKIN WATER
CITY OF PORTERVILLE
MAPPING NO. ---**

All that certain real property, situate in the City of Porterville, County of Tulare, State of California, being a portion of the North half of the Southwest quarter of Section 1, Township 22 South, Range 27 East, Mount Diablo Baseline and Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records, thence the following courses and distances;

1. North 90°00'00" West, a distance of 202.50' to the Northeast corner of Lot 15, Block 12 of said Map;
2. Thence, South 00°00'00" East along the east line of said Lot 15, a distance of 181.50', to a point in the North line of the South 40 feet of the North half of the southwest quarter of said section 1;
3. Thence, North 90°00'00" West along said North line, a distance of 40.00' to a point in the westerly line of Lot 15;
4. Thence, North 00°00'00" East along the westerly line of Lot 15, a distance of 181.50' to the Northwest corner thereof;
5. Thence, North 90°00'00" West, a distance of 728.00' to the most southerly Southeast corner of the Land conveyed to the County of Tulare, as said Land is described as Parcel 2 in Document No. 42440, Volume 3795, Page 302, Tulare County Records, said corner also being a point on the easterly line of Fourth Street;
6. Thence, North 00°00'00" East along the easterly line of Fourth Street, a distance of 161.50' to a point on the southerly line of Lincoln Street, said point being distant 60 feet South, measured at right angles to the centerline of Lincoln Street;
7. Thence, North 90°00'00" East along said southerly line of Lincoln Street, a distance of 278.5';
8. Thence, North 88°24'05" East continuing along said southerly line a distance of 4.75';
9. Thence, North 86°09'30" East continuing along said southerly line a distance of 445.75';

**ATTACHMENT
ITEM NO. 2**

10. Thence, North 90°00'00" East, continuing along said southerly line a distance of 242.50' to a point on the northerly prolongation of the east line of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records;


11. Thence South 00°00'00" East, along the northerly prolongation of and the East line of said Lot D, a distance of 191.50', to the Southeast corner of said Lot D, said corner being the POINT OF BEGINNING.

Containing 4.1 Acres more or less.


The Basis of Bearings for this map is the center line of Lincoln Street, assumed as North 90°00'00" East.

This legal description is for annexation purposes only, and does not create or describe a legal parcel to be sold or transferred. The intent of this legal description is to describe the lands to be annexed as shown on Exhibit B.

See Exhibit 'B' attached hereto and made a part hereof.


Tracy W. Park, PLS 8176

9/19/14
Date



Prepared by:
NV5. Inc.



Notice of Exemption

To:

Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, Ca 95812-3044

County Clerk
County of: Tulare

Address: County Civic Center, 221 S Mooney
Room #105, Visalia, CA 93291

From:

Lead Agency: City of Porterville
Address: 291 N Main Street
Porterville, CA 93257

Contact: Jennifer M. Byers
Phone: (559) 782-7460

Applicant: Akin Water Company
Address: 642 E. Henderson Avenue,
Porterville, CA 93257

Contact: Jim Akin
Phone: (559) 788-0535

Project Title: Connection of municipal water services to the Akin Water District.

Project Applicant: Jim Akin, 642 E. Henderson Avenue, Porterville, CA 93257

Project Location - Specific: Please see attached Exhibit 'A'

Project Location - City: Porterville Project Location - County: Tulare

Description of Nature, Purpose and Beneficiaries of Project:

Approval of an Extraterritorial Service Agreement to connect municipal water services to the Akin Water District which encompasses twenty (20) single family homes. The on-site well has failed, leaving the residences without water.

Name of Public Agency Approving Project: City of Porterville

Name of Person or Agency Carrying Out Project: Jim Akin

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1);15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a);
Emergency Project (Sec. 21080(b)(4);15269(b)(c);
[X] Categorical Exemption. State type and section number: Existing Facilities §15301(a) and §15282(k)
Statutory Exemptions. State code number:

Reasons why project is exempt:

Water main extension of less than one mile to an existing single-family residences.

Lead Agency

Contact Person: Jennifer M. Byers

Date: 9/19/14

Authority Cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

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

RESOLUTION NO. 26 - 2014

A RESOLUTION OF THE CITY OF PORTERVILLE

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.

WITNESSETH:

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 26 - 2014, adopted by the Porterville City Council on May 6, 2014; and

WHEREAS, City's request for an Extra-Territorial Service Agreement to served Water Company shall be approved by Tulare County LAFCo prior to providing water to the Water Company; 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 June 30, 2017, 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.

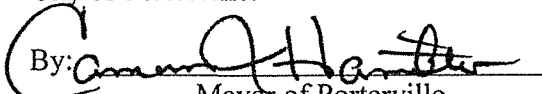
16. **Binding on Heirs and Successors.** This Contract shall inure to the benefit of and be binding on the heirs, executors, administrators, successors, and assigns of each party to this Agreement.

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.


PASSED, APPROVED and ADOPTED this 6th day of May, 2014.

EXECUTED on May 6, 2014

City of Porterville:

By: 
Mayor of Porterville

WATER COMPANY:

By: 
Owner, Akin Water Company

P:\pubworks\Projects\000 Akin Water Project\Agreement - Akin Agreement By Julia without Markings.docx

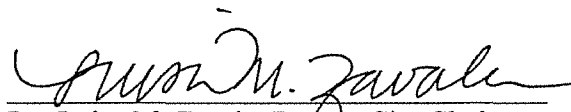
STATE OF CALIFORNIA)
 CITY OF PORTERVILLE) SS
 COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 6th day of May, 2014.

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

Council:	McCRACKEN	WARD	HAMILTON	SHELTON	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


 By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AN AGREEMENT TO PROVIDE EXTRATERRITORIAL SERVICES TO THE
AKIN WATER COMPANY AND INITIATING AN APPLICATION TO THE LOCAL
AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS ON THE AGREEMENT

WHEREAS, On September 28, 2012, the Akin Water Company submitted an application for annexation in order to obtain water services from the City of Porterville's municipal water system pursuant to the Annexation Policy Manual and Municipal Services Policy for the Unincorporated Areas adopted by Resolution No.33-86; and

WHEREAS, On October 15, 2013, City Council directed staff to work with the California Department of Public Health (CDPH) who offer and agreed to install the infrastructure that will enable water services to the Akin current customers under an extraterritorial water service agreement; and

WHEREAS, On May 6, 2014, the City of Porterville agreed to serve the residents presently served by the Akin Water Company with potable water under the Water Service and System Maintenance agreement per City Council Resolution Number 26-2014; and

WHEREAS, the Akin Water Company is outside city limits, but within City of Porterville's sphere of influence; and

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires that the Local Agency Formation Commission review and approve extraterritorial service agreements; and

WHEREAS, the City of Porterville has the capacity to provide potable water to the properties currently served by the Akin Water Company as represented and incorporated herein as Exhibit "A" and "B"; and

WHEREAS, On September 19, 2014, the Environmental Coordinator made a determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15282(k) and 15301(a) of the California Code of Regulation.

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

1. That the affected territory (the Akin Water Company) is outside city limits, but within the City of Porterville's sphere of influence.

2. That the affected territory is ineligible for near-term annexation for reasons outside the control of the provider (City of Porterville). Findings are based on the limited number of survey ballots in favor of annexation and strong opposition from the residence of the affected territory for annexation expressed during a public information meeting held by the City of Porterville on May 29, 2013, at Vandalia Elementary School.
3. That the Akin Water Company has tested above the maximum contaminant level allowed for nitrates identified by the California Department of Public Health and is unable to provide safe drinking water to its customers.
4. That there is a demand and need for the extension of potable water to protect the public health, safety and welfare.
5. That on September 19, 2014, the Environmental Coordinator made a determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15282(k) and 15301(a) of the California Code of Regulation.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Porterville does hereby approve the Akin Water Company to connection into the City's municipal water system, subject to the following condition:

That the Akin Water Company comply with the terms and conditions set-fourth by agreement between the City of Porterville and Akin Water Company per City Resolution No. 26-2014, adopted by the Porterville City Council on May 6, 2014.

BE IT FURTHER RESOLVED that the City Council direct the City Clerk to certify and transmit this resolution to the Local Agency Formation Commission of Tulare County and that the City Council request to the Local Agency Formation Commission of Tulare County to take proceedings for the approval of this extraterritorial service agreement in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

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

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

**LEGAL DESCRIPTION
EXHIBIT 'A'
AKIN WATER
CITY OF PORTERVILLE
MAPPING NO. ---**

All that certain real property, situate in the City of Porterville, County of Tulare, State of California, being a portion of the North half of the Southwest quarter of Section 1, Township 22 South, Range 27 East, Mount Diablo Baseline and Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records, thence the following courses and distances;

1. North 90°00'00" West, a distance of 202.50' to the Northeast corner of Lot 15, Block 12 of said Map;
2. Thence, South 00°00'00" East along the east line of said Lot 15, a distance of 181.50', to a point in the North line of the South 40 feet of the North half of the southwest quarter of said section 1;
3. Thence, North 90°00'00" West along said North line, a distance of 40.00' to a point in the westerly line of Lot 15;
4. Thence, North 00°00'00" East along the westerly line of Lot 15, a distance of 181.50' to the Northwest corner thereof;
5. Thence, North 90°00'00" West, a distance of 728.00' to the most southerly Southeast corner of the Land conveyed to the County of Tulare, as said Land is described as Parcel 2 in Document No. 42440, Volume 3795, Page 302, Tulare County Records, said corner also being a point on the easterly line of Fourth Street;
6. Thence, North 00°00'00" East along the easterly line of Fourth Street, a distance of 161.50' to a point on the southerly line of Lincoln Street, said point being distant 60 feet South, measured at right angles to the centerline of Lincoln Street;
7. Thence, North 90°00'00" East along said southerly line of Lincoln Street, a distance of 278.5';
8. Thence, North 88°24'05" East continuing along said southerly line a distance of 4.75';
9. Thence, North 86°09'30" East continuing along said southerly line a distance of 445.75';

10. Thence, North 90°00'00" East, continuing along said southerly line a distance of 242.50' to a point on the northerly prolongation of the east line of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records;


11. Thence South 00°00'00" East, along the northerly prolongation of and the East line of said Lot D, a distance of 191.50', to the Southeast corner of said Lot D, said corner being the POINT OF BEGINNING.

Containing 4.1 Acres more or less.


The Basis of Bearings for this map is the center line of Lincoln Street, assumed as North 90°00'00" East.

This legal description is for annexation purposes only, and does not create or describe a legal parcel to be sold or transferred. The intent of this legal description is to describe the lands to be annexed as shown on Exhibit B.

See Exhibit 'B' attached hereto and made a part hereof.

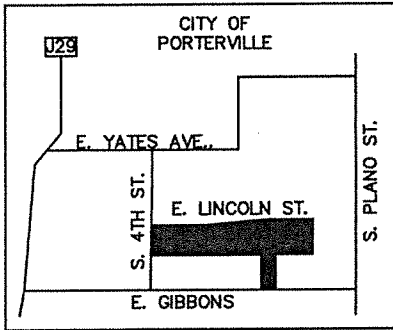

Tracy W. Park, PLS 8176

9/19/14
Date

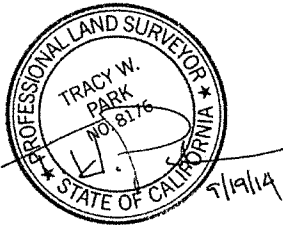


Prepared by:
NV5. Inc.

A= RODRIGUEZ 270-140-082
 B= DEES 270-140-081



VICINITY MAP
 NOT TO SCALE

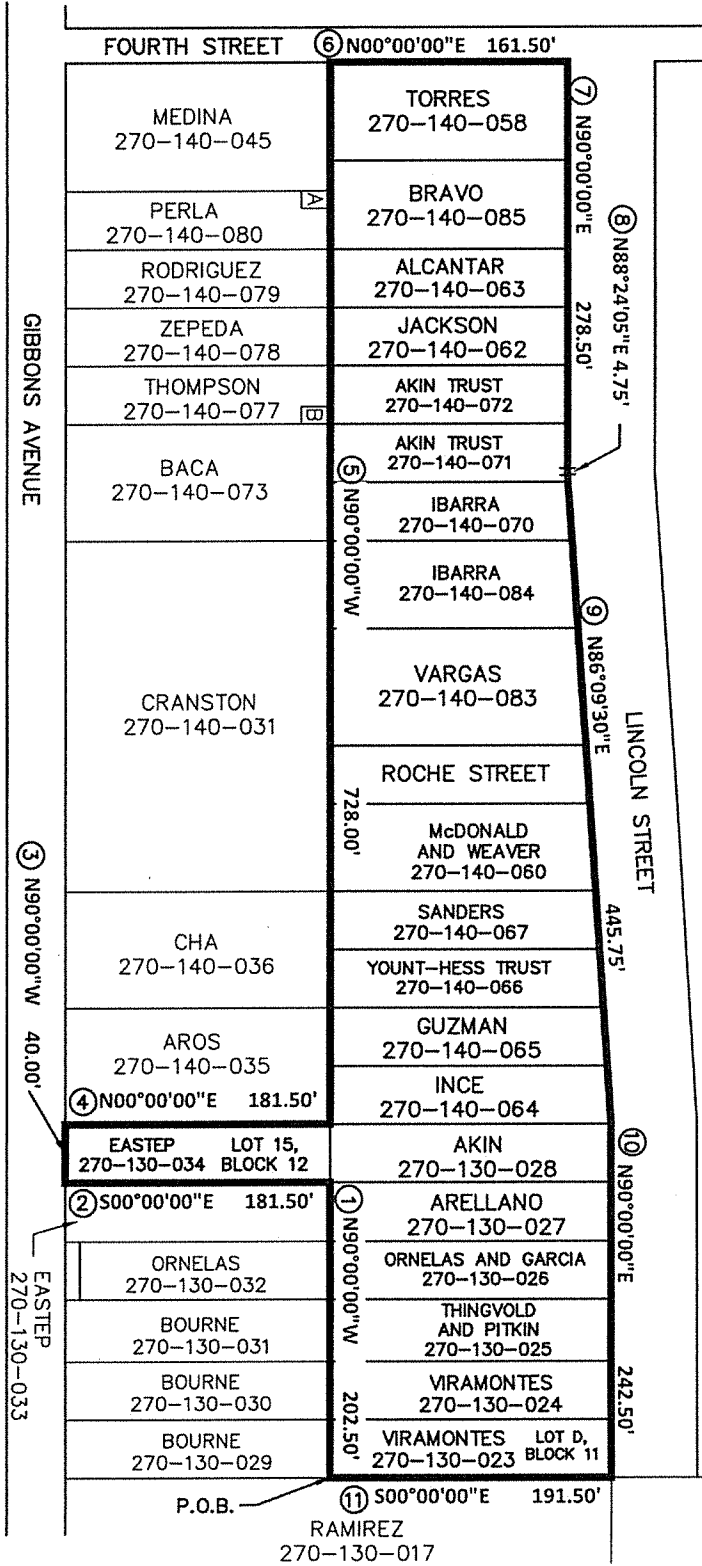
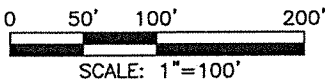


LEGEND:

- ① COURSE NUMBER
- BOUNDARY
- P.O.B. POINT OF BEGINNING

NOTES:

- 1) SEE SHEET 2 OF 2 FOR TITLE INFORMATION.
- 2) ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.



TITLE		
OWNER	DOC No.	APN
TORRES	2006-87267	270-140-058
BRAVO	1998-45190	270-140-085
ALCANTAR	2001-22879	270-140-063
JACKSON	40392	270-140-062
AKIN LIVING TRUST	2010-41309	270-140-072
AKIN LIVING TRUST	2010-41313	270-140-071
IBARRA	2006-74745	270-140-070
IBARRA	2008-57965	270-140-084
VARGAS	2008-29119	270-140-083
ROSEMARY MCDONALD AND PAULA WEAVER	2000-68937	270-140-060
SANDERS	2010-1850	270-140-067
YOUNT-HESS LIVING TRUST AGREEMENT	2007-11277	270-140-066
GUZMAN	2007-95273	270-140-065
INCE	2013-72892	270-140-064
MEDINA	1998-23657	270-140-045
PERLA	2007-20676	270-140-080
RODRIGUEZ	2007-77147	270-140-082
RODRIGUEZ	2007-77147	270-140-079
ZEPEDA	1983-29088	270-140-078
THOMPSON	2009-38702	270-140-077
DEES	2013-52313	270-140-081
BACA	2007-85496	270-140-073
CRANSTON	2010-65054	270-140-031
CHA	2010-59198	270-140-036
AROS	2001-55608	270-140-035
AKIN	2005-102378	270-130-028
ARELLANO	97-9947	270-130-027
RICARDO ORNELAS AND GUADALUPE GARCIA	95-37944	270-130-026
RANDY THINGVOLD AND PATRICIA PITKIN	27607	270-130-025
VIRAMONTES	2013-59670	270-130-024
VIRAMONTES	2013-59670	270-130-023
EASTEP	2007-37984	270-130-034
EASTEP	2008-7591	270-130-033
ORNELAS	1998-53302	270-130-032
BOURNE	1997-32807	270-130-031
BOURNE	1997-32807	270-130-030
BOURNE	1997-32807	270-130-029

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: VANDALIA MOBILE HOME PARK – RESOLUTION OF SUPPORT

SOURCE: Public Works Department - Engineering Division

COMMENT: In May 2014, Mr. Michael Colletto, owner of the 19-unit mobile home park known as Vandalia Mobile Home Park, approached the City requesting emergency connection to the City's water system due to the failure of his well. Approval was granted and the mobile home park was connected to City water via a direct connection to a nearby fire hydrant located at Vandalia and 3rd Street. This connection continues as of this writing.

The California Department of Public Health (CDPH) was made aware of the situation and offered a grant to the City to cover water connection fees in the amount of \$85,477.43. The grant does not cover private plumbing costs and, therefore, Mr. Colletto must pay his own on-site plumbing costs in the amount of \$27,874.70.

The attached resolution describes the conditions of the funding agreement between CDPH and the City of Porterville. The salient points include:

- A. Adoption of the attached resolution authorizing the project;
- B. Designating a City Official to approve claims for reimbursement;
- C. Designating a City Official to sign the Budget and Expenditure Summary;
- D. Designate a City Official to certify to the State that the project is Complete; and
- E. Designate a City Official to sign the Final Release form.

RECOMMENDATION: That the City Council:

- 1. Adopt and approve the attached Resolution of Support for the Vandalia Mobile Home Park Water Connection Project; and
- 2. Designate and authorize the City Manager to sign:
 - a) Claims for reimbursement;
 - b) Budget & Expenditure Summary Report;
 - c) Certify that project is complete; and

Dir BSC Appropriated/Funded MB CM J

Item No. 14

d) Sign the Final Release form.

ATTACHMENT: Resolution Authorizing Project

P:\pubworks\General\Council\Vandalia Mobile Home Park - Resolution Accepting Water Connection Grant - 2014-10-07.doc

RESOLUTION NO. _____

**A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF PORTERVILLE
AUTHORIZING THE CITY OF PORTERVILLE TO ENTER INTO A FUNDING
AGREEMENT AND DESIGNATING AUTHORITY TO SIGN A FUNDING AGREEMENT
AND RELATED DOCUMENTS FOR FUNDING UNDER THE PUBLIC WATER SYSTEM
DROUGHT EMERGENCY RESPONSE PROGRAM**

WHEREAS on or about August 26, 2014, the Michael Colletto Water System was identified by the State Water Resources Control Board (and hereinafter referred to as the "State") as experiencing a drought-related drinking water emergency; and

WHEREAS the City of Porterville requested funding from the State for a grant in the amount of \$85,477.43 under the Public Water System Drought Emergency Response Funding Program (hereinafter referred to as the "Drought Emergency Program"); and

WHEREAS, on September 25, 2014, a funding agreement was issued by the State to the City of Porterville for funding through the Drought Emergency Program for Project number PDE-5410010-001, (hereinafter referred to as the "Project") in the amount of \$85,477.43, (hereinafter referred to as "Grant Funding"); and

WHEREAS, the City of Porterville acknowledges and confirms that the total Project cost is estimated to be \$113,352.13, of which \$27,874.70 is to be funded by Michael Colletto, Property Owner, and \$85,477.43 is Grant Funding through the Drought Emergency Program; and

WHEREAS, prior to the State executing said Funding Agreement, the City of Porterville is required to adopt a resolution authorizing the Project and designating a person or persons to sign the funding agreement and any amendments, designating a person or persons to approve claims for reimbursement, designating a person or persons to sign the Budget and Expenditure Summary, designating a person or persons to certify to State that the Project is complete, and designating a person to sign the Final Release form.

NOW, THEREFORE BE IT RESOLVED AND ORDERED, that the City of Porterville is hereby authorized to carry out the Project, enter into a Funding Agreement with the State, accept and expend Drought Emergency Program funds for the Project; and

BE IT FURTHER RESOLVED AND ORDERED, the City of Porterville has no funds available for the Project in excess of the Supplier's Cost prior to State's disbursement of Grant Funding; and

BE IT FURTHER RESOLVED AND ORDERED, that John D. Lollis, City Manager, is hereby authorized and designated to sign the Drought Emergency Program funding agreement for the Project and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED, that John D. Lollis, City Manager, is hereby authorized and designated to sign the claims for reimbursement requests under the Drought Emergency Program; and

BE IT FURTHER RESOLVED AND ORDERED, that John D. Lollis, City Manager, is hereby authorized and designated to certify that the Project is complete and ready for an inspection by the State of any Project construction; and

BE IT FURTHER RESOLVED AND ORDERED, that John D. Lollis, City Manager, is hereby authorized and designated to sign the Budget and Expenditure Summary for the Project; and

BE IT FURTHER RESOLVED AND ORDERED, that John D. Lollis, City Manager, is hereby authorized and designated to sign a final release form for the Project; and

BE IT FURTHER RESOLVED AND ORDERED, the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. State is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by State. State shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation or governance documents of the City of Porterville or in any other document; and

BE IT FURTHER RESOLVED AND ORDERED, any and all actions, whether previously or subsequently taken by the City of Porterville, which are consistent with the intent and purposes of the foregoing resolutions, shall be, and hereby are, in all respects, ratified, approved and confirmed.

Passed, approved and adopted by the duly authorized governing body of the City of Porterville on the 7th day of October, 2014, by the following vote:

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: AUTHORIZATION TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE UPDATE OF THE AIRPORT MASTER PLAN STUDY

SOURCE: Airport

COMMENT: The Airport Capital Improvement Strategies approved by the City Council with the Fiscal Year 2014-2015 Budget includes the Update of the Airport Layout Plan (ALP) Narrative. Updating the narrative will provide an opportunity to take a broad view of present and near-term future plans and anticipated activities at the Porterville Municipal Airport and aviation trends in the industry and this portion of the San Joaquin Valley. In addition, this project will bring the ALP into compliance with the new (Fall 2013) FAA standards.

The City currently has a Master Service Agreement (MSA) with Tartaglia Engineering. The preparation of the ALP Narrative is the first project authorized (Authorization of Service No.1) under the MSA. The total estimated cost of the project is \$137,300.

A grant application for Federal funds has been submitted to FAA. On September 15, 2014, the FAA approved the City's project to update the Airport Master Plan Study (Update Airport Layout Plan Drawing Set and Narrative Report) and offered and agreed to pay 90% of the allowable costs of the project for \$123,570. The local portion of the project costs, \$13,730 will be funded from the Airport Improvement Fund. The City will further pursue funding from the State of up to 5% of the Federal grant, or \$6,178 which would reduce the City's contribution to \$7,552.

RECOMMENDATION: That the City Council adopt the attached resolution authorizing the execution of a grant agreement with the Federal Aviation Administration for the update of the Airport Master Plan Study or alternatively, the Airport Layout Plan.

ATTACHMENT: Draft Resolution

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

Item No. 15

RESOLUTION NO. _____ - 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR A GRANT OF FEDERAL FUNDS FOR THE UPDATE AIRPORT MASTER PLAN STUDY PROJECT

WHEREAS, grant monies have been allocated by the FAA for the improvement of the Porterville Municipal Airport;

WHEREAS, the FAA has approved the following project: Update Airport Master Plan Study (Update Airport Layout Plan Drawing Set and Narrative Report);

WHEREAS, the FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred in accomplishing the said project, subject to certain terms and conditions;

NOW, THEREFORE, the City Council of the City of Porterville, State of California, does hereby resolve as follows:

1. That the City Council accept the offer of Federal Grant Funds from the Federal Aviation Administration and by such acceptance, agree to comply with all of the terms and conditions in the FAA Offer and Project Application, attached as Exhibit A.
2. That the City Council authorize the City Manager, on behalf of the City of Porterville, to sign any documents as may be necessary and required by the FAA for the acceptance of the grant funds.

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk





U.S. Department
of Transportation
Federal Aviation
Administration

Exhibit A

GRANT AGREEMENT

PART I – OFFER

Date of Offer September 15, 2014

Airport/Planning Area Porterville Municipal

AIP Grant Number 3-06-0190-013-2014

DUNS Number 030969406

TO: City of Porterville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 10, 2014 , for a grant of Federal funds for a project at or associated with the Porterville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Porterville Municipal Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan Study [Update Airport Layout Plan Drawing Set and Narrative Report]

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$123,570.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$123,570 for planning

\$0 for airport development or noise program implementation

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 19, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or

another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

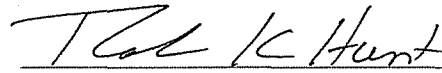
- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 19. Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- 20. Property Map.** The Property Map dated 03/12/2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Robin K. Hunt

(Typed Name)

Manager

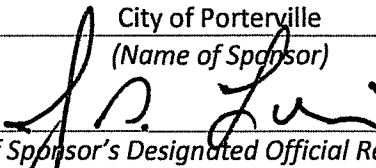
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹
Executed this 19th day of September, 2014.

City of Porterville
(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

By: John D. Lollis
(Typed Name of Sponsor's Designated Official Representative)

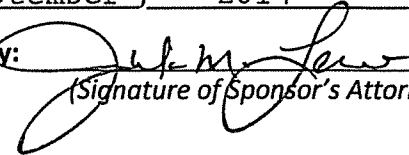
Title: City Manager
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Julia M. Lew, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this 19th day of September, 2014.

By: 

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any

books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability

- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 5) So long as the sponsor retains ownership or possession of the property.
 - a.) Required Solicitation Language.
 - b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement.

Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

SUBJECT: AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN –
PORTERVILLE CITY EMPLOYEES’ ASSOCIATION

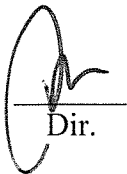
SOURCE: ADMINISTRATIVE SERVICES/ HUMAN RESOURCES

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Porterville City Employees’ Association (PCEA). City representatives and PCEA have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

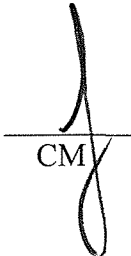
City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents as are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council approve the draft resolution amending the Employee Pay and Benefit Plan.

Attachment: Draft Resolution


Dir.


Approp./
Funded


CM

Item No. 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
FOR THE PORTERVILLE CITY EMPLOYEES' ASSOCIATION

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a comprehensive Memorandum of Understanding with the Porterville City Employees' Association for the period from July 1, 2014 through June 30, 2015, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan, for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING
Twelve months, from July 1, 2014 through June 30, 2015.

II. SALARIES
Effective on the first pay-period following the date a fully executed Memorandum of Understanding (MOU) is officially accepted, PCEA employees shall receive a one percent (1%) salary increase.

Effective January 1, 2015, concurrent with the implementation of PCEA employees' two percent (2%) contribution towards healthcare coverage, PCEA employees shall receive a one percent (1%) salary increase.

III. EMPLOYEE HEALTH BENEFIT CONTRIBUTIONS

Effective January 1, 2015, PCEA employees shall contribute two percent (2%) of the employees' base salary towards PCEA employees' own medical coverage on the City's health plan.

Effective January 1, 2015, contribution rates for PCEA employees' dental and vision coverage, and contribution rates for PCEA dependents' medical, dental and vision coverage shall be increased as set out in Exhibit A.

IV. EMPLOYEE HEALTH BENEFIT AMENDMENTS

The City shall implement changes to the healthcare benefit of PCEA employees as set forth in Attachment 1 and Exhibits. Said changes may be subject to minor modification, to the benefit of the employees, as and when all City bargaining units approve them. Further, said changes to the employees' healthcare benefit shall not become effective until such time as all bargaining units approve same.

V. ONE TIME OFF SCHEDULE PAYMENT

Effective concurrent with the implementation of PCEA employees' contribution of two percent of employee's base salary towards healthcare, PCEA employees shall receive a one-time payment of \$425, which is equal to one percent (1%) of the total payroll within the PCEA bargaining unit averaged over all employees.

VI. SAFETY SHOE/BOOT ALLOWANCE REIMBURSEMENT

Effective on the date of a fully executed Memorandum of Understanding (MOU), the Employee Pay and Benefit Plan and Personal Protective Equipment Administrative Policy shall be amended to state that PCEA employees shall receive a boot allowance as determined/approved by their Department Head.

VII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this _____ day of October, 2014.

Milt Stowe, Mayor

ATTEST:
John Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



HEALTHCARE BENEFIT AMENDMENTS

OCTOBER 2, 2014

Effective at such time as the City reaches agreement with all City bargaining units, or as soon thereafter as possible, the City of Porterville ("City") shall amend the Employees' Healthcare benefits as follows:

1. An orthodontic benefit shall be added to the City's dental plan. Said benefit shall be for children up to age 19 only, and will have a lifetime maximum benefit of \$1,000 per child.
2. Dental implants shall be added as a covered benefit to the City's dental plan. The plan's current maximum limits shall apply to said covered benefit.
3. Progressive and transitional lenses shall be added as a covered benefit to the City's vision plan. All current maximum limits shall apply to said benefit.
4. Deductible rates for medical coverage (not including dental and vision) will increase from \$150 to \$175 for individual; and from \$300 to \$350 for family.
5. Dependent rate tier structure for medical, dental and vision coverage shall be amended as set forth in the attached Exhibit A.
6. Co-insurance rates for out-of-network providers shall be increased from 20% to 30%. In-network rates shall remain at 20%.
7. Generic prescriptions shall be mandatory, unless specifically requested otherwise by the treating physician.
8. Mail order for all maintenance medication shall be encouraged.
9. The City's Fitness Incentive Program shall be amended to eliminate quarterly fitness incentive testing. Instead, Employees who participate in the voluntary program shall receive incentive pay for verifiable healthy lifestyle choices. Eligible activities shall include verifiable regular physical exercise, completion of a certified weight loss or nutrition program, and completion of a certified smoking cessation program. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed activities. The proposed program is more specifically set out in attached Exhibit B.

ATTACHMENT 1

Medical Contribution Rates and New Tier Structure
 All Bargaining Units
 MOU 2014-2015

10/2/2014

MEDICAL

FORMER MONTHLY		NEW MONTHLY	
2011 - Present			
Employee Only	0	Employee Only	2% of base salary
Plus 1	\$150	Plus Spouse	\$170
Plus 2 or more	\$230	Plus Child/children	\$160
		Plus Spouse & Child/Children	\$250
2005 - 2011			
Employee Only	\$0		
Plus 1	\$150		
Plus 2 or more	\$225		
1995 - 2005			
Employee Only	\$0		
Plus 1	\$96		
Plus 2 or more	\$136		

DENTAL

FORMER MONTHLY		NEW MONTHLY	
1995 - Present			
Employee Only	\$0	Employee Only	\$0
Plus 1	\$18.66	Plus Spouse	\$21.00
Plus 2 or more	\$25.55	Plus Child/Children	\$27.00
		Plus Spouse & Child/Children	\$30.00

VISION

FORMER MONTHLY		NEW MONTHLY	
1995 - Present			
Employee Only	\$0	Employee Only	\$0
Plus 1	\$8.18	Plus Spouse	\$11.00
Plus 2 or more	\$19.03	Plus Child/Children	\$9.00
		Plus Spouse & Child/Children	\$20.00

EXHIBIT A

REGULAR PHYSICAL EXERCISE

Monthly Incentive Rates

	"Good"	"Excellent"	"Superior"
Monthly Workouts	10-13 times	14-17 times	18 or more
Incentive Pay	\$30	\$40	\$50

- 1 A maximum of one workout per day shall be eligible. Further, eligible workouts must last at least one hour in duration and should include cardio exercise.
- 2 To be eligible, workouts must be verifiable (i.e. sign in/out sheets at City fitness facilities witnessed/signed by HR staff or employee supervisor; or printout provided from professional third-party gym/fitness membership/classes.)
- 3 To be eligible, participants must submit their completed workout logs (forms to be provided by HR) to HR by the 10th day of each month for the prior month. Incentive pay shall be disbursed to participants on a monthly basis. Forms submitted after the 10th day, or not containing the appropriate supervisor/HR sign-off or verified third-party gym/class printout shall not be eligible.
- 4 Employees who knowingly sign and/or submit inaccurate/fraudulent sign in/out sheets or workout logs shall be prohibited from participating in the Regular Physical Exercise program for one year from the date of discovery. The Risk Manager maintains the right to make such a determination.

SMOKING CESSATION PROGRAM

Incentive Rate	A one-time payment of up to \$200
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Participating employees shall be eligible for a one time incentive payment up to \$200 for completion of a certified smoking cessation class which shall be pre-approved by the Risk Manager. Proof of completion must be provided to receive payment.

WEIGHT LOSS & NUTRITION PROGRAM

Incentive Rate	Two payments of up to \$50 per Calendar Year
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Participating employees shall be eligible for up to two payments of \$50 each per year for completion of a certified weight loss or nutrition program, which shall be pre-approved by the Risk Manager. Proof of completion must be provided to receive payment.

The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed programs.

CITY COUNCIL AGENDA – OCTOBER 7, 2014

SUBJECT: REQUEST FOR PROCLAMATION – FRIENDS OF THE LIBRARY WEEK– OCTOBER 19 - 25, 2014

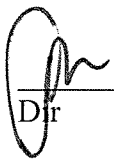
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

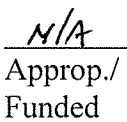
COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a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


Staff has requested that the Council consider approval of a proclamation to recognize October 19 – 25, 2014, as Friends of the Library Week. Vice Mayor Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on October 21, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim October 19 – 25, 2014, as Friends of the Library Week.

ATTACHMENT: 1. Request for Proclamation
2. Draft Proclamation


Dir


Approp./
Funded


CM

Item No. 17

SEP 23 2014



CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 9-22-14

Name of Event/Individual: National Friends of the Library Week
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: City of Porterville - Library Division

Name of Contact Person: Vikki Cervantes

Address: 41 West Thurman Ave.

Phone: Ext. 7495 FAX: _____

E-mail: _____

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

Date(s) of Event: Oct 19 - Oct 25

Date of Council Meeting to be presented, if applicable: Oct 21
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Friends of the Library members

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: 9/23 Sponsored by: Hamilton Date: 9/30

Approved by Council: yes no Date: _____

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

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

National Friends of Libraries Week 2014

Whereas, The Friends of the Porterville Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, enhanced children's summer reading programs, and special events throughout the year; and

Whereas, the work of the Friends constantly highlights the fact that our library is a cornerstone of the community, providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

Whereas, the Friends understand the critical importance of well funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including, but not limited to, access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

Whereas, the Friends gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

Now, therefore, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim October 19th-25th, 2014, as Friends of Libraries week in the City of Porterville, California, and urge everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

CITY COUNCIL AGENDA – OCTOBER 7, 2014

SUBJECT: REQUEST FOR PROCLAMATION – PORTERVILLE COLLEGE VETERANS RESOURCE CENTER DAY – NOVEMBER 7, 2014

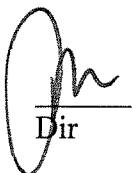
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

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.

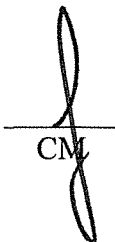
Mr. Steven Schultz of Porterville College has requested that the Council consider approval of a proclamation to recognize November 7, 2014, as Porterville College Veterans Resource Center Day. Council Member Gurrola is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on November 4, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim November 7, 2014, as Porterville College Veterans Resource Center Day.

ATTACHMENT: 1. Request for Proclamation
2. Draft Proclamation


Dir


Approp./
Funded


CM

Item No. 18



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: Sept. 23, 2014

Name of Event/Individual: Porterville College Veterans Resource Center Dedication Ceremony
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville College

Name of Contact Person: Steven D. Schultz

Address: 100 E. College Ave, Porterville, CA 93257

Phone: 791-2230 FAX: 559-791-2487

E-mail: sschultz@portervillecollege.edu

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

Date(s) of Event: November 7, 2014

Date of Council Meeting to be presented, if applicable: November 4th (or Oct. 21st)
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Steven D. Schultz, Porterville College Veterans Resource Center Coordinator/Counselor
(and possibly one or two student veterans)

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: 9-23-14 Sponsored by: gumola Date: 9/24/14

Approved by Council: yes no Date: _____

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

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

Porterville College Veterans Resource Center Proclamation

WHEREAS, our nation honors and supports our veterans for their service and sacrifice they have upheld in pursuit of liberty and freedom around the world; and

WHEREAS, just as our veterans stood watch in lands far away, so have they safeguarded the prosperity of our nation in our neighborhoods and in our homes; and

WHEREAS, veterans returning home from the military often need assistance, encouragement and support in transitioning back into civilian life; and

WHEREAS, Porterville College, in its commitment and support of its veterans, established a Veterans Resource Center to provide personal and academic support services to foster student success among its veteran population; and

WHEREAS, Porterville College veterans, as a testament to their continued dedication to the welfare of our country, are now studying to eventually become educators, engineers, government employees, or business leaders, and will use this center to support the pursuit of their goals; and

WHEREAS, the Honorable Mayor and Porterville City Council wish to honor those students enrolled at Porterville College who honorably served our country in the military; and

NOW, THEREFORE, LET IT BE PROCLAIMED by the Honorable Mayor and City Council of Porterville that this day be observed to honor Porterville College student veterans and commemorate the opening of the Veterans Resource Center; we do hereby declare November, 7, 2014 to be "Porterville College Veterans Resource Center Day."

CITY COUNCIL AGENDA – OCTOBER 7, 2014

SUBJECT: REQUEST FOR PROCLAMATION – CELEBRATION OF EQUALITY, FAIRNESS AND RESPECT FOR RIGHTS FOR ALL WEEK – NOVEMBER 2 - 8, 2014

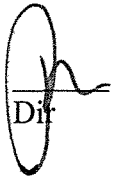
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

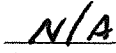
COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council’s agenda for consideration and approval by a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

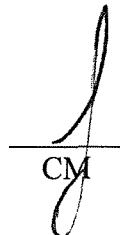
Mr. Barry Caplan has requested that the Council consider approval of a proclamation to recognize November 2 - 8, 2014, as Celebration of Equality, Fairness and Respect for Rights for All Week. Mayor Stowe is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council meeting on October 21, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim November 2 - 8, 2014, as Celebration of Equality, Fairness and Respect for Rights for All Week.

ATTACHMENT: 1. Request for Proclamation
2. Draft Proclamation


Dif


Approp./
Funded


CM

Item No. 19



City of Porterville
REQUEST FOR PROCLAMATION

RECEIVED



SEP 29 2014

OFFICE OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 9/29/14
Name of Event/Individual: Celebration of Equality & Fairness For All Week
i.e. "Porterville/Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Porterville Equality & Fairness For All
Name of Contact Person: BARRY CAPLAN
Address: 1872 SANTA MARIA AVE
Phone: 559-791-8768 FAX: _____
E-mail: bcaplan@gmail.com

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

Date(s) of Event: 11/2 - 11/8/14

Date of Council Meeting to be presented, if applicable: 10/21/14
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
BARRY CAPLAN & ELLIOT TRUEBLOOD

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: 9/29 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: _____

WHEREAS, the City of Porterville fully supports the Constitution of the United States and its amendments, particularly the Bill of Rights and the 14th Amendment and the Constitution of the State of California; and

WHEREAS, the fundamental human rights and civil liberties guaranteed in the Constitution of the United States of America and the Constitution of the State of California are essential to the well-being of all of the citizens and community of Porterville; and

WHEREAS, several provisions of the USA PATRIOT ACT and other laws enacted at the State and Federal level have threatened and may threaten the fundamental rights and liberties set forth in the Constitution of the United States and the Constitution of the State of California

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City (" the City Council") as follows:

WHEREAS: Section 1. We, the City Council of the City of Porterville have sworn to uphold and support the Constitution of the United States as well as the Constitution of the State of California. We know that the United States of America as well as the State of California is governed by the "rule of law." The City of Porterville is committed to upholding the law of the land as well as the human rights of all persons in Porterville, including, but not limited to, United States citizens and citizens of other nations who have entered into the United States in accordance with state and federal laws and regulations, and including, but not limited to members of protected classes enumerated in US and/or California Constitutions and court decisions at the highest level in each jurisdiction, including but not limited to

1. Age
2. Ancestry
3. Color
4. Disability
5. Genetic Information
6. Medical Condition (cancer and genetic characteristics)
7. Marital Status
8. National Origin
9. Race
10. Religion
11. Sex (which includes pregnancy, childbirth, medical conditions related to pregnancy or childbirth, gender, gender identity and gender expression)
12. Sexual Orientation
13. Veteran status

and the free exercise and enjoyment of any and all rights and privileges secured by the constitutions of the United States of America and the State of California,.

WHEREAS: Section 2. The City Council of the City of Porterville calls upon all City officials and employees to continue to respect the human rights and civil liberties of all members of this community, including, but not limited to, those who are citizens of other nations who have entered into the United States in accordance with State and Federal laws and regulations and including, but not limited to members of protected classes enumerated in US and California Constitutions and court decisions at the highest level in each jurisdiction, as enumerated in Section 1 of this Proclamation, Such respect shall not be construed to encourage or condone violation of any State or Federal law.

WHEREAS: Section 3. The City Council of the City of Porterville also calls upon all private citizens, including residents, employers, educators and business owners, to demonstrate similar respect for human rights and civil liberties. Such respect shall not be construed to encourage or condone violation of any State or Federal law.

WHEREAS: Section 4. The City Council of the City of Porterville urges the State Legislature, the Governor of the State of California, and the United States Congress, particularly the delegation representing Porterville to actively work for the revocation of any law or executive order that limits or violates fundamental rights and liberties embodied in the constitutions of the United States of America and the State of California, and pledges to do so itself.

WHEREAS: Section 5. The week between November 2, 2014 and November 8, 2014 includes both Veterans Day and Election day, during which, in grand fashion, Porterville both celebrates and exercises its citizen's and resident's rights and their individual and collective defense of rights inherent in the People.

THEREFORE: I, Mayor of Porterville Milt Stowe, with the voted support of the Council as a whole, on October 21, 2014, do proclaim the week from November 2 to November 8, 2014 as "Celebration of Equality and Fairness and Respect for Rights for All Week" in Porterville.

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – OPTIMIST CLUB OF PORTERVILLE - PARENTS AGAINST BULLYING – ANTI BULLYING RALLY – OCTOBER 18, 2014

SOURCE: Finance Department

COMMENT: The Optimist Club of Porterville and Parents Against Bullying are requesting approval to hold an Anti Bullying Rally at Centennial Park on Saturday, October 18, 2014 from 11:00 a.m. until 3:30 p.m. No street or sidewalk closures have been requested.

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

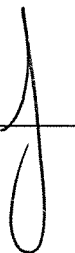
RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement submitted by the Optimist Club of Porterville and Parents Against Bullying, subject to the Restrictions and Requirements contained in the Application, Exhibit A and Exhibit B of the Community Civic Event Application.

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

DD MA

Appropriated/Funded MA

CM



Item No. 20

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: 9-16-14 Event date: 10-18-14
9/29/14 Event time: 11:00am - 3:30pm.

Name of Event: Parents Against Bullying - AntiBullying Rally

Sponsoring organization: Optimist Club Phone # _____
Address: _____

Authorized representative: Michelle Rogsdale Phone # 559-553-2783
Address: 1050 N Greenfield DR.

Event chairperson: _____ Phone # _____

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

Type of event: Rally.

Non-profit organization status: pending receipt of B.L. app.
(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): _____ Street sweeping Yes _____ No _____
Police protection Yes _____ No Y 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):

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

 Authorized Representative Initials

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

 Authorized Representative Initials

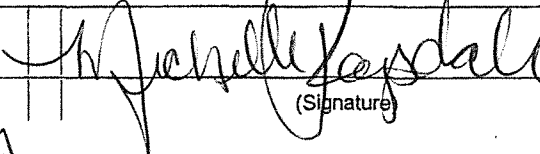
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

Parents Against Bullying <small>(Name of Organization)</small>	 <small>(Signature)</small>	9-16-14 <small>(Date)</small>
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CITY OF PORTERVILLE

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

Name of event: PAB Anti-Bullying Rally

Sponsoring organization: _____

Location: Centennial Plaza Event date: 10-18-14 Event time: 11:00 AM - 3:30

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
Gray Porterville		NO	information Booth
Jessica Johnson		NO	informational
Mary Amaluna	799-0881	Yes	Jewelry
Boys & Girls Club		NO	informational
Cub Scouts		NO	Bird feeders

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.
The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

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: Anti-Bullying Rally
 Sponsoring organization: Optimist Club - Parents Against Bullying
 Event date: 10/18/14 Hours: 11am - 3:30 pm

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

OPTIMIST CLUB OF PORTERVILLE
PARENTS AGAINST BULLYING

ANTI BULLYING RALLY

OCTOBER 18, 2014

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

J. Phillips

No comments.

Field Services Manager:

B. Styles

Fire Chief:

G. Irish

Parks and Leisure Services Director:

D. Moore

Vehicles to remain off of the grass.

Police Captain:

D. Haynes

See Proposed Conditions/Requirements
in Exhibit B.

Administrative Services Director:

P. Hildreth

See Page 2, Exhibit A.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Optimist Club of Porterville/ Parents Against Bullying
Event: Anti Bullying Rally
Event Chairperson: Michelle Reneau
Location: Centennial Park
Date of Event: October 18, 2014

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE - POLICE DEPARTMENT
Community Civic Event Application

Proposed Event: Anti-Bullying Rally

Date of Event: October 18, 2014 / 11:00 am to 3:30 pm

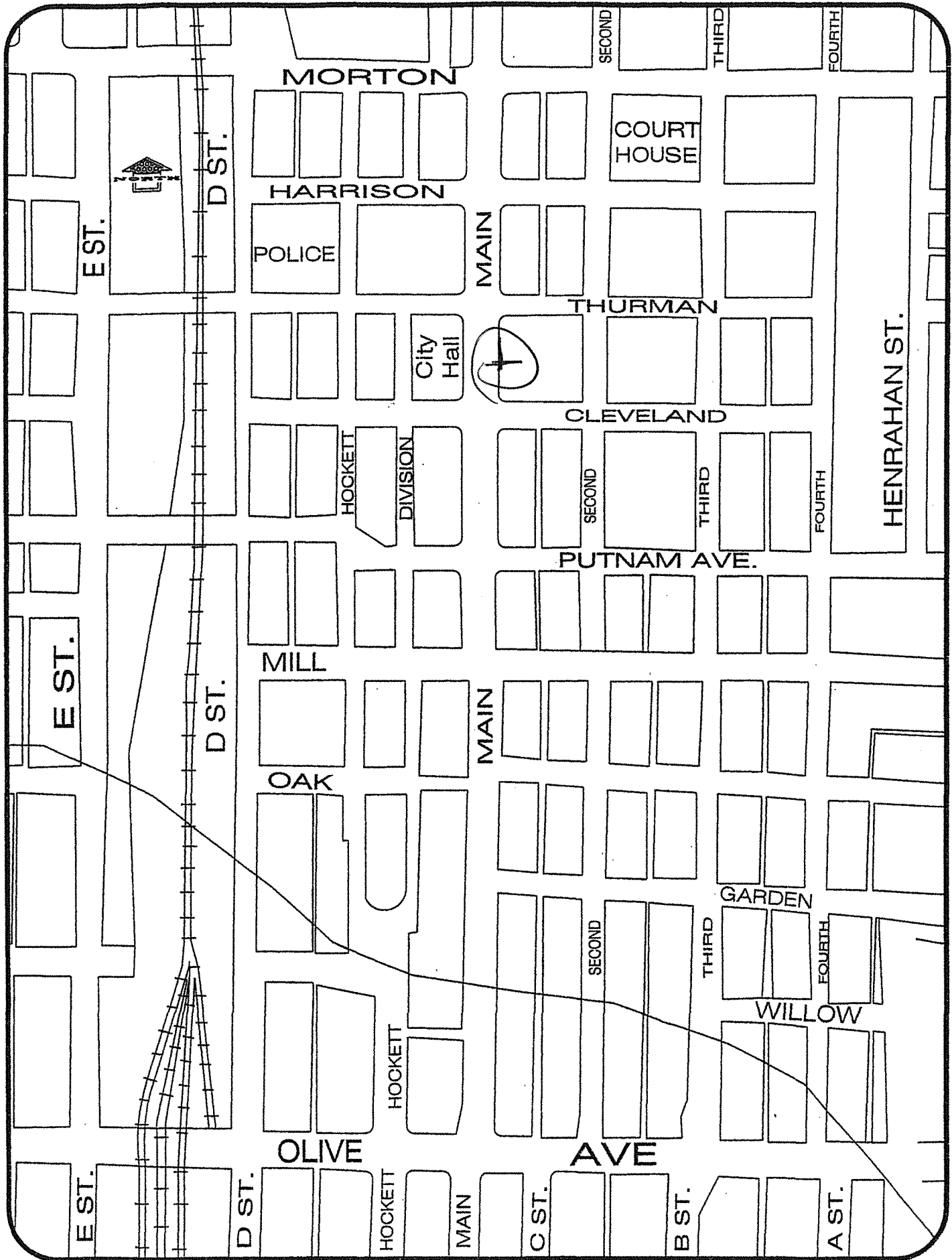
Location of Event: Centennial Park

Recommendations/Requirements:

Your application to conduct/hold a community civic event has been received by the Porterville Police Department. The following conditions are necessary to ensure a safe and orderly event in the Porterville community.

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

Dan Haynes, Captain
Porterville Police Department



EST.

D ST.

MORTON

HARRISON

POLICE

MAIN

COURT HOUSE

THURMAN

City Hall

CLEVELAND

HOCKETT

DIVISION

SECOND

THIRD

FOURTH

HENRAHAN ST.

PUTNAM AVE.

EST.

D ST.

MILL

MAIN

OAK

GARDEN

SECOND

THIRD

FOURTH

WILLOW

EST.

D ST.

OLIVE

HOCKETT

MAIN

C ST.

AVE

B ST.

A ST.

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



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

- 1 Name and home address of the applicant: Michelle Raosdale
1050 W Greenfield Dr, Porterville CA 93257
- 2 Address where amplification equipment is to be used: Centennial Plaza
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Michelle Raosdale
- 4 Type of event for which amplification equipment will be used: Anti-Bullying Rally
- 5 Dates and hours of operation of amplification equipment: 10-18-14 11:00am - 3:30pm
- 6 A general description of the sound amplifying equipment to be used: Speakers, Microphones

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

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

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

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

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

Michelle Raosdale
Signature of Applicant

9-16-14
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

9-25-14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14521 Des Moines, IA 50306-4521	CONTACT NAME PHONE (A/C, No) 800-503-9227 EMAIL ADDRESS plsdsteam.service@mercer.com FAX (A/C, No) 1-515-365-3005 PRODUCER CUSTOMER ID INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: New Hampshire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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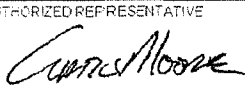
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LETR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			01LX000917052-10	05/01/2014	05/01/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPOF AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01LX000917052-10	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Each Occurrence)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of coverage with respects to the Anti-Bullying Rally event to be held at Main St, Centennial Plaza, Porterville, CA 93257 on 10/18/2014.

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - VETERANS
HOMECOMING COMMITTEE - VETERANS DAY PARADE -
NOVEMBER 11, 2014

SOURCE: Finance Department

COMMENT: The Veterans Homecoming Committee is requesting approval to hold its annual Veterans Day Parade on Monday, November 11, 2014, from 6:00 a.m. to 12:00 p.m. They are requesting the closure of Main Street from Doris Avenue to Olive Avenue and also the streets per the attached map.

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

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the Veterans Homecoming Committee, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENTS: Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificate of Liability Insurance.

DD

MPB

Appropriated/Funded

MPB

CM

[Signature]

Item No.

21

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: June 18 2014 Event date: 11-11-2014
Event time: 1000 - 1200
Name of Event: VETERANS DAY PARADE

Sponsoring organization: Homecoming Committee Phone # 559-784-7759
Address: 1900 W. Olive.

Authorized representative: DON R. DOWLING Phone # 559-970-2659
Address: 1238 HINDA VISTA.

Event chairperson: DON DOWLING Phone # _____

Location of event MAIN ST. PORTERVILLE
(Location map must be attached)

Type of event: PARADE

Non-profit organization status: BL# 7536

(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 85 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)*

_____ Authorized Representative Initials

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

_____ Authorized Representative Initials

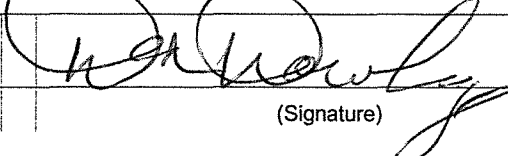
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

_____ Authorized Representative Initials

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

_____ Authorized Representative Initials

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

VETERANS Home Ceremony COMMITTEE (Name of Organization)	 (Signature)	JUN 18 2014 (Date)
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CITY OF PORTERVILLE

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

Name of event: VETERANS DAY PARADE

Sponsoring organization: VETERANS Homecoming Committee

Location: MAIN ST Event date: 11-11-2014 Event time: 1000-1200

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

<u>Vendor name</u>	<u>Address/Telephone</u>		<u>Business License required?</u>	<u>Type of Activity</u>

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.
 The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

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: VETERANS Homecoming Committee

Sponsoring organization: VETERANS DAY PARADE

Event date: 11-11-2014 Hours: 0500 - 1200.

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
MAIN STREET	Henderson	Orange	Parade.
2ND ST	"	"	"
HOCHSTETTER ST.	"	"	"
ALL CROSS STREETS -			
Please see map			
<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

VETERANS HOMECOMING COMMITTEE

VETERANS DAY PARADE

NOVEMBER 11, 2014

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

J. Phillips

Field Services Manager:

B. Styles

City sponsored parade. City staff will provide street closures, street sweeping and clean up.

Fire Chief:

G. Irish

No comment.

Parks and Leisure Services Director:

D. Moore

Parade set-up crew need to be cognizant of annual Veterans Day Run until 9:00 a.m. Vehicles to remain off of grass in Centennial Plaza.

Police Captain:

D. Haynes

Please see proposed conditions and requirements on Exhibit B.

Administrative Services Director:

P. Hildreth

Please see attached Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Veterans Homecoming Committee
Event: Veterans Day Parade
Event Chairman: Ed Flory
Location: Main Street from Doris Ave. to Olive Ave.
Date of Event: November 11, 2014

RISK MANAGEMENT: Conditions of Approval

1. The following street sections are not authorized for closure and shall remain open to vehicular traffic.
 - a. Division Street and Hockett Street between Oak Avenue and Olive Avenue
 - b. Oak Avenue from Division Street to 'D' Street
 - c. Streets adjacent to the Police Station and Fire Station No.1
 - d. Orange Avenue, east and west traffic flow.
2. That the Veterans Homecoming Committee 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 and the Successor Agency to the Porterville Redevelopment Agency as Additional Insured against all claims arising from, or in connection with, the Sponsoring Organization'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.
3. The use of sidewalks, during this event, for any purpose other than normal pedestrian traffic, e.g., food booths, sales booths, displays, bleachers, etc., is prohibited within a ten-foot radius of all walk-up Versa-Teller operations.

CITY OF PORTERVILLE - POLICE DEPARTMENT Community Civic Event Application

Proposed Event: Veteran's Day Parade

Date of Event: 11-11-14

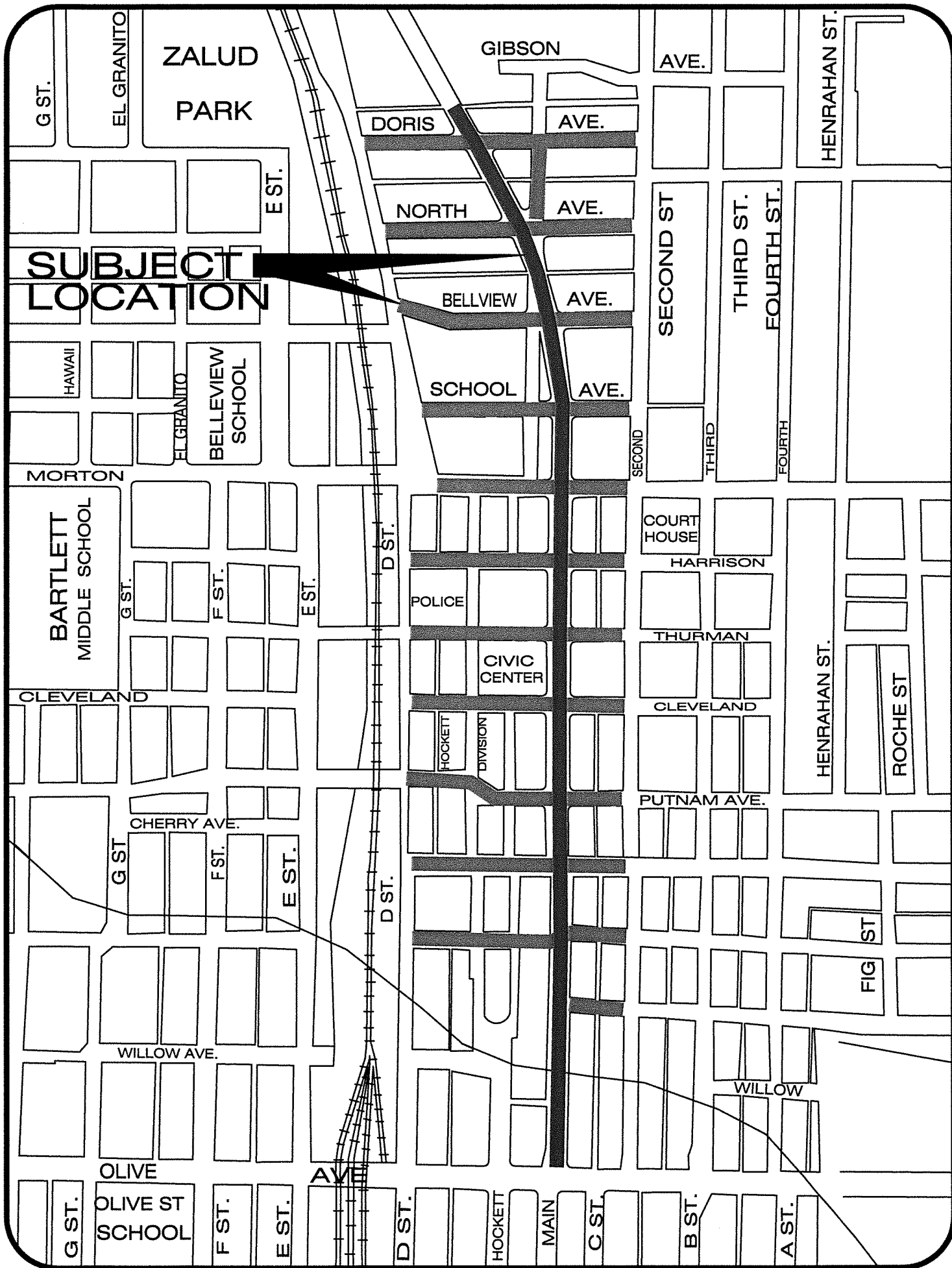
Location of Event: Main Street

Recommendations/Requirements:

- City Council approval is required for all street closures.
- Ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Veteran's Homecoming Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers
 - Ensure each vendor has properly obtained a City business license
- Food vendors should be situated where they minimally block the sidewalk.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the Veteran's Homecoming Committee, to ensure safe food products.
- Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Event organizers shall coordinate all policing/traffic/parking/posting concerns with Lt. John Hall or Lt. Jacob Castellow well in advance of the event. They can be contacted at 559-782-7410/559-782-7400.

Captain Dan Haynes, Porterville Police Department

EXHIBIT B



G ST.

EL GRANITO

ZALUD
PARK

GIBSON

AVE.

HENRAHAN ST.

DORIS

AVE.

E ST.

NORTH

AVE.

SECOND ST

THIRD ST.

FOURTH ST.

**SUBJECT
LOCATION**

BELLVIEW

AVE.

HAWAII

EL GRANITO

BELLEVIEW
SCHOOL

SCHOOL

AVE.

SECOND

THIRD

FOURTH

MORTON

BARTLETT
MIDDLE SCHOOL

G ST.

F ST.

E ST.

D ST.

POLICE

COURT
HOUSE

HARRISON

CIVIC
CENTER

THURMAN

HENRAHAN ST.

ROCHE ST

CLEVELAND

HOCKETT
DIVISION

CLEVELAND

G ST

F ST.

E ST.

D ST.

CHERRY AVE.

PUTNAM AVE.

FIG ST

WILLOW AVE.

WILLOW

OLIVE

AVE

G ST.

OLIVE ST
SCHOOL

F ST.

E ST.

D ST.

HOCKETT

MAIN

C ST.

B ST.

A ST.

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: Dow Dowling 1238 LINDA VISTA
- 2 Address where amplification equipment is to be used: CITY HALL
- 3 Names and addresses of all persons who will use or operate the amplification equipment: _____
- 4 Type of event for which amplification equipment will be used: PALADE
- 5 Dates and hours of operation of amplification equipment: 0600 - 1200
- 6 A general description of the sound amplifying equipment to be used: _____

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

[Signature]
Signature of Applicant

6-18-14
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/Resignee

9-11-14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

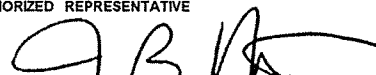
PRODUCER Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	CONTACT NAME: Lockton Affinity, LLC	
	PHONE (A/C, No, Ext): 800-669-9944 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Veterans Homecoming Committee 1900 West Olive Porterville, CA 93257	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: AIX Spec. Ins. Co.	12833
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	X		HFZ-CL-0020212-3	09/16/2014	09/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Annual Veterans Day Parade held on November 11th

CERTIFICATE HOLDER The City of Porterville, & Successor Agency to the Porterville Redevelopment Agency Attn: Anita Gustuson 291 North Main Street Porterville, CA 93257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – U.S. MARINES TOYS FOR TOTS – A CHRISTMAS TO REMEMBER CAR SHOW AND TOY DRIVE – NOVEMBER 15, 2014

SOURCE: Finance Department

COMMENT: U.S. Marines Toys for Tots is requesting approval to hold a car show and toy drive on Saturday, November 15, 2014, from 10:00 a.m. to 2:00 p.m., at Veterans Park. The U.S. Marines Toys for Tots is asking for the ability to park cars along with vendor booths on the grassy area between the playground at Newcomb Street and Henderson Avenue.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the U.S. Marines Toys for Tots 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 and Certificate of Liability Insurance.

DD MB Appropriated/Funded MB C.M. J

Item No. 22

CITY OF PORTERVILLE

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



10/7/14

(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: 9/15/14 7/29/14 Event date: 11/15/14
9/15/14 Event time: 10 AM - 2 PM

Name of Event: "A Christmas to Remember"
Toys for Lots Car Show Toy Drive

Sponsoring organization: US Marines Toys for Tots Phone # 559-289-9381
Address: 345 W. Belleview, Porterville, CA 93257

Authorized representative: Grace Muñoz-Rios Phone # 559-289-9381
Address: 345 West Belleview, Porterville, CA 93257

Event chairperson: Marsha Randolph Phone # 559-202-9083

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

Type of event: Car Show w/food & vendor booths - proceeds to buy toys

Non-profit organization status: 501(c)3 20-3021444
(IRS Determination)

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

Barricades (quantity): 0 Street sweeping Yes No X
Police protection Yes No X Refuse pickup Yes No X
Other:

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

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

Appr.	Deny	
_____	_____	Bus. Lic. Spvr. _____
_____	_____	_____ Parks Dir. _____
_____	_____	_____ Dev. Dir. _____
_____	_____	_____ s. Mgr. _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ Admin. Svcs. Dir. _____

Grace Muñoz-Rios
289-9381

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)*

gmr 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.**

n/a 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.

gmr 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.

gmr 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.

US Marines Toys For Tots	<i>Grace M. Lopez-Rios</i>	7/29/14
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

TO BE HELD ON PUBLIC PROPERTY

Name of event: A Christmas to Remember

Sponsoring organization: U.S. Marines Reserve Toys for Tots

Location: Veteran's Park Event date: 11/15/14 Event time: 10 AM

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
LIST	2 wks	before	event

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

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: A Christmas to Remember

Sponsoring organization: US Marines Toys for Tots

Event date: 11-15-14 Hours: 10 AM - 2 PM

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>
	<u>Veteran's Park</u>		<u>Car Show</u>

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

U.S. MARINES TOYS FOR TOTS

A CHRISTMAS TO REMEMBER CAR SHOW AND TOY DRIVE

NOVEMBER 15, 2014

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

J. Phillips

Field Services Manager:

B. Styles

Fire Chief:

G. Irish

No comment.

Parks and Leisure Services Director:

D. Moore

Be cognizant of sprinkler heads and other appurtenances in the park while driving on the grass. Vehicles should use park trail as much as possible while driving in and out of park. Vehicles not in the show should not be parked within the park.

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: U.S. Marines Toys for Tots
Event: A Christmas to Remember Car Show and Toy Drive
Event Chairman: Marsha Randolph
Location: Veterans' Park
Date of Event: November 15, 2014

RISK MANAGEMENT: Conditions of Approval

That the U.S. Marines Toys for Tots 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.
- A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event:

Car Show – A Christmas to Remember – Toys for Tots
Veteran Park
November 15, 2014

Staff Comments: Conditions/Requirements by Police Department

- No street closures have been requested or approved. All street closures require City Council approval well in advance of the event.
- No procession has been mentioned, but participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede vehicular or pedestrian traffic or generally interfere with the normal flow of traffic.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event.
- Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers to ensure safe food products.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Amplified music or sound shall not continue beyond 9:00 p.m...

Dan Haynes / Captain
Porterville Police Department

TARGET

2nd Annual
A Christmas To Remember
Toy 4 Tots
Car Show
NOV 15-2014
8-4

Henderson

Parking Lot

ENTER

Helicopter
X

CARS Displayed on this side

O = Trees
X = DJ
B = Booth

Arbor

DJ X

Big Oak Tree

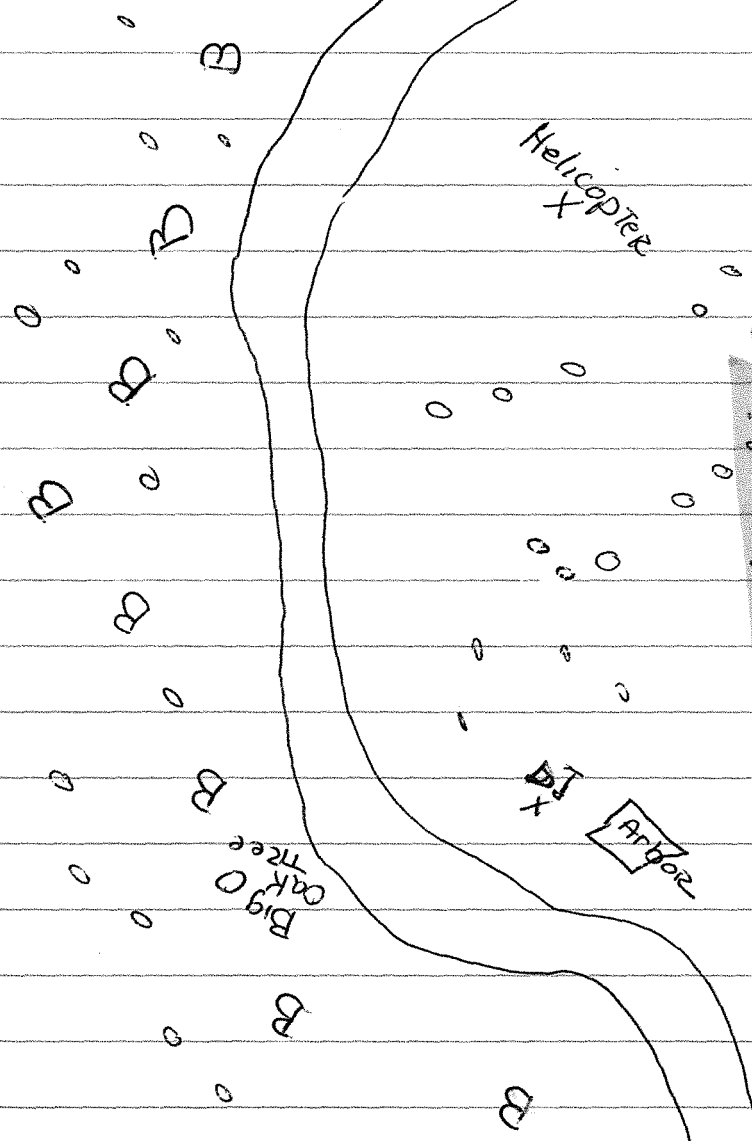
Play Ground
X

Newcomb

Rest rooms
X

Exit

SKATE
PARK



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: Grace Muñoz Rios, 365 W. Bellevue,
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: DJ/Art R-20
853-8580
- 4 Type of event for which amplification equipment will be used: Car Show
- 5 Dates and hours of operation of amplification equipment: 11/15/14 10AM - 2PM
- 6 A general description of the sound amplifying equipment to be used: DJ PC or CD player w/ Amplifiers

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)

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

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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.

Grace Muñoz Rios
Signature of Applicant

11-9-14
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

11-19-14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2014

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PRODUCER Savage & McPherson Ins Agy Inc P O Box 1663 Chesapeake, VA 23327 Michael J Barnum	CONTACT NAME: Michael J Bamum PHONE (A/C, No, Ext): 757-547-7131 E-MAIL ADDRESS: FAX (A/C, No): 757-547-9131													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Ins Co</td> <td></td> </tr> <tr> <td>INSURER B : Hartford Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins Co		INSURER B : Hartford Insurance Group		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Marine Toys For Tots Foundatio Lt. Gen. Pete Osman 18251 Quantico Gateway Drive Triangle, VA 22172														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1162487	04/22/2014	04/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1162487	04/22/2014	04/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB456531	04/22/2014	04/22/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	14WECVT2839	04/22/2014	04/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Facility: Porterville Veteran's Park, Henderson & Newcomb; Porterville, CA
City of Porterville and Successor Agency to the Porterville Redevelopment Agency are additional insureds with respects to General Liability form #PIGLDHSVVA(10/11) attached, as required by written contract per policy form.

CERTIFICATE HOLDER City of Porterville, Successor Agency to the Porterville Redevelopment Agency 291 North Main Street Porterville, CA 93257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	8
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is

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 September 16, 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.

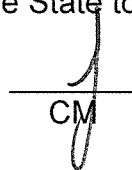
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue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


Dif


App/Fund


CM

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

CITY COUNCIL AGENDA: OCTOBER 7, 2014

PUBLIC HEARING

SUBJECT: REQUEST FOR A CONDITIONAL USE PERMIT (PRC 2014-009-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE 41 BEER AND WINE LICENSE IN CONJUNCTION WITH A RESTAURANT FOR TONY'S PIZZA PARLOR LOCATED AT 1304 W. OLIVE AVENUE

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: The applicant is requesting approval of a Conditional Use Permit (PRC 2014-009-C) to allow for the sale of alcohol under a Type 41 Beer and Wine license in conjunction with a restaurant for Tony's Pizza Parlor located at 1304 W. Olive Avenue.

BACKGROUND: On May 5, 2014, the applicant submitted an application to the Project Review Committee (PRC) to consider a Conditional Use Permit to allow for the sale of alcohol under a Type 41 Beer and Wine license in conjunction with a restaurant for Tony's Pizza Parlor located within an existing tenant space in the Town and Country Shopping Center. During the PRC meeting, the Police Department indicated that the location of Tony's Pizza Parlor has sufficient exterior lighting to illuminate the parking lot and the entire site during business hours and maintaining those security lighting shall be a condition of approval. The Project Review Committee also acknowledged that the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, or welfare to properties or improvements in the vicinity.

The Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an "undue concentration" of licenses is determined to exist. The subject site is located within Census Tract 36.02, which allows a maximum of seven (7) off-sale and five (5) on-sale licenses without being deemed over-concentrated. According to the ABC, four (4) on-sale licenses currently exist in this tract, so the approval of the project would not result in an undue concentration of licenses.

ANALYSIS: It is not anticipated that this use would have a negative impact on the surrounding properties. Conditions of approval are in place to protect the public's safety and interest. Due to the close proximity of Burton Pathways Charter High School alcohol advertising visible from the outside of the proposed building shall not be allowed. The applicant is conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and to operate the business in compliance with all

DD JB Appropriated/Funded N/A CM J Item No. 24

laws, ordinances and regulations regarding the sale of alcohol. Furthermore, at all times the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building Codes and all other applicable laws and ordinances.

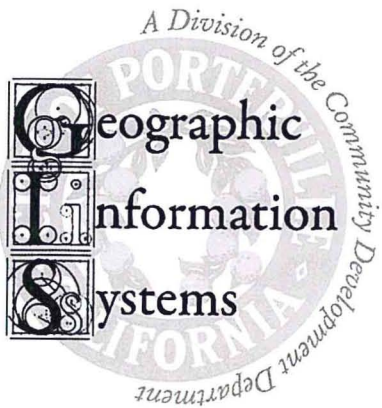
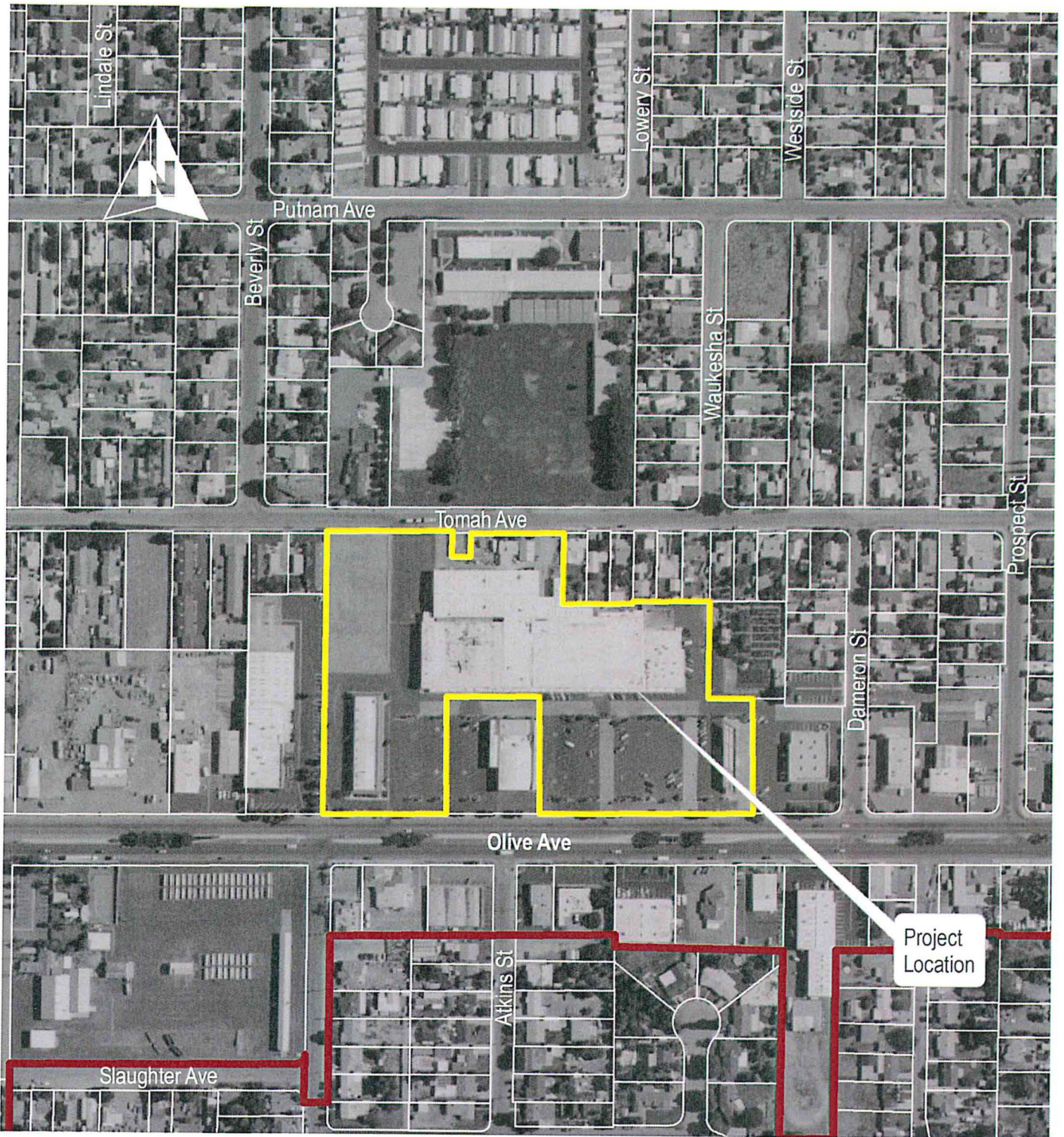
The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for Retail Centers (CR). The CR designation is intended to provide for retail and service uses that meet local and regional demand. The proposed restaurant with alcohol sales would suit the purpose of the zone designation. The restaurant is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

ENVIRONMENTAL REVIEW: On September 19, 2014, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15301 (a) of the California Code of Regulation (CEQA Guidelines).

RECOMMENDATION: That the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2014-009-C) subject to conditions of approval.

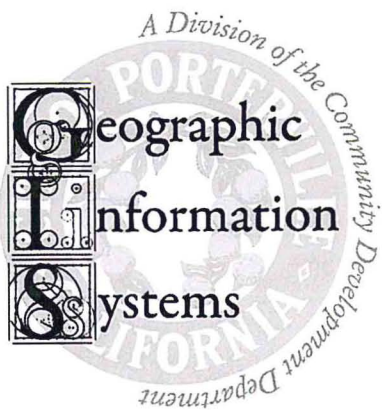
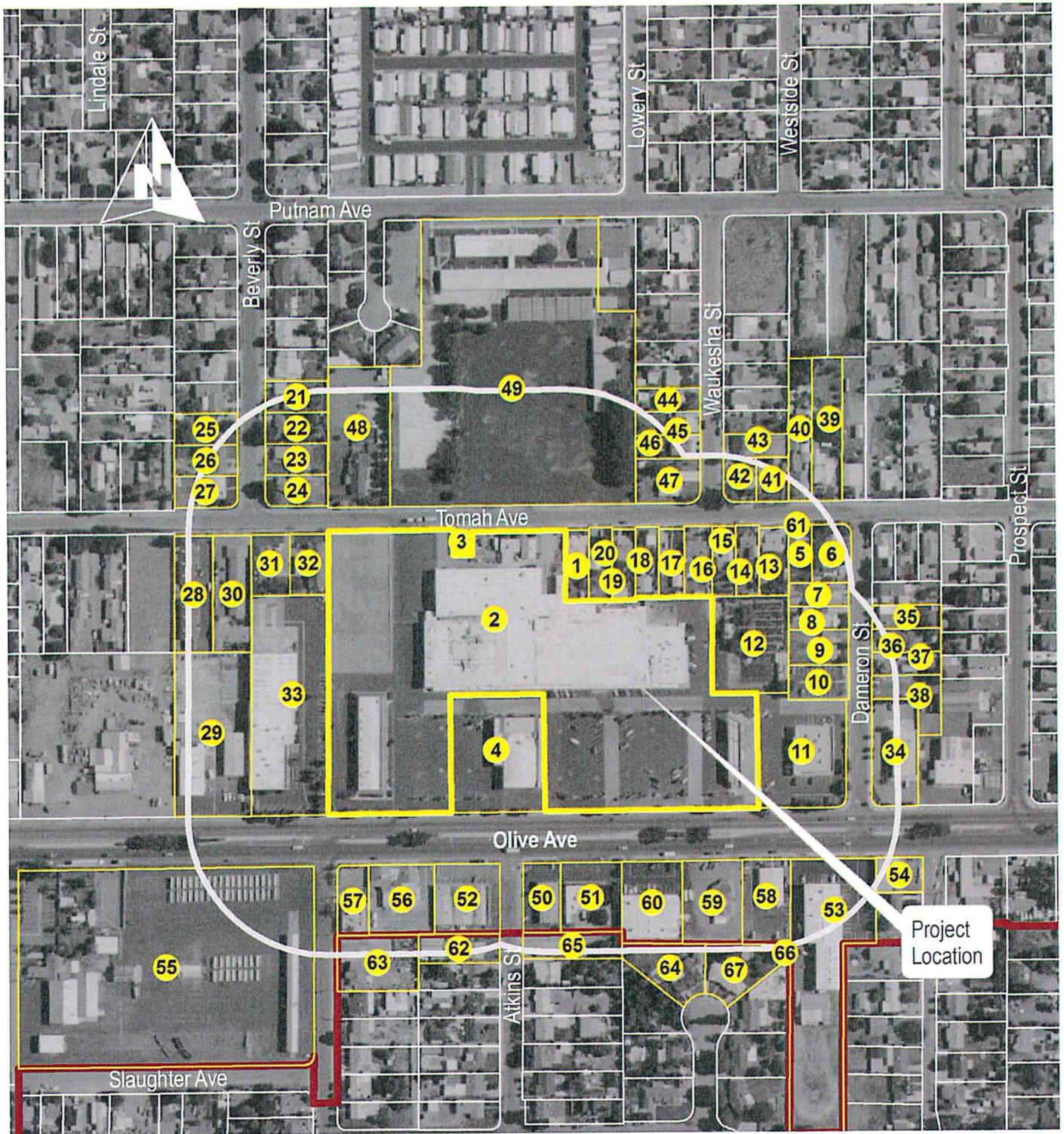
ATTACHMENTS:

1. Locator Map
2. 300' Radius Map of noticed parties
3. Zoning Map
4. Floor Plan
5. Existing licenses in Census Tract 36.02
6. Draft Resolution



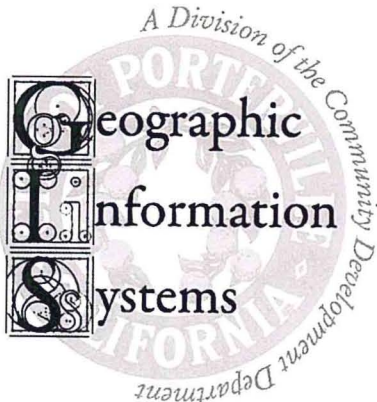
PRC 2014-009
Tony's Pizza Parlor
Project Vicinity Map
1" = 300 ft.

ATTACHMENT
ITEM NO. 1



PRC 2014-009
Tony's Pizza Parlor
300' Radius Map
1" = 300 ft.

ATTACHMENT
ITEM NO. 2



PRC 2014-009
Tony's Pizza Parlor
Zoning Map
1" = 300 ft.

ATTACHMENT
ITEM NO. 3



**California Department of Alcoholic Beverage Control
For the County of TULARE - (Retail Licenses)
and Census Tract = 36.02**

Report as of 9/25/2014

	License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	33724	ACTIVE	21	12/1/1977	4/30/2015	SIERRA MINIT MARTS INC 30 N NEWCOMB ST PORTERVILLE, CA 93257 Census Tract: 0036.02	SIERRA MINIT MART	101 W MORTON AVE PORTERVILLE, CA 93257	5404
2)	375331	ACTIVE	41	5/21/2001	4/30/2015	GONZALEZ, CAROL S 1377 W HENDERSON AVE PORTERVILLE, CA 93257 Census Tract: 0036.02	CHINAS ALLEY RESTAURANT	PO BOX 955 LINDSAY, CA 93247-0955	5404
3)	383489	ACTIVE	47	2/5/2002	7/31/2015	LOZA, CAYETANO 640 N PROSPECT ST PORTERVILLE, CA 93257 Census Tract: 0036.02	EL NUEVO MEXICALI 2		5404
4)	424361	ACTIVE	21	4/25/2005	2/28/2015	KWIK STOP LIQUOR INC 1101 W OLIVE AVE PORTERVILLE, CA 93257 Census Tract: 0036.02	KWIK STOP LIQUOR INC		5404
5)	428883	ACTIVE	20	1/25/2006	12/31/2014	TARGET CORPORATION 1363 W HENDERSON AVE PORTERVILLE, CA 93257	TARGET T2420	33 S 6TH ST, CC-1028 ATTN: ERIN HOSFIELD MINNEAPOLIS, MN 55402	5404

**ATTACHMENT
ITEM NO. 5**

						Census Tract: 0036.02			
6)	433294	ACTIVE	47	12/29/2005	11/30/2014	FARIAS, GRACIELA 1091 W OLIVE AVE PORTERVILLE, CA 93257 Census Tract: 0036.02			5404
7)	441474	ACTIVE	21	12/19/2006	11/30/2014	JOUDI, ADEL 1060 W OLIVE AVE PORTERVILLE, CA 93257-3030 Census Tract: 0036.02	EXPRESS MART & GAS		5404
8)	456371	ACTIVE	21	5/20/2008	6/30/2015	SMART & FINAL STORES LLC 1289 W OLIVE AVE PORTERVILLE, CA 93257-3031 Census Tract: 0036.02	SMART & FINAL 387	600 CITADEL DR LOS ANGELES, CA 90040-1562	5404
9)	477629	ACTIVE	21	6/22/2009	5/31/2015	GARFIELD BEACH CVS LLC 1155 W HENDERSON AVE PORTERVILLE, CA 93257-1452 Census Tract: 0036.02	CVS PHARMACY STORE 9845	1 CVS DR, MAIL DROP 23062A WOONSOCKET, RI 02895-6146	5404
10)	50030	ACTIVE	20	1/1/1994	10/31/2014	T & C FOODS INC 1310 W OLIVE AVE PORTERVILLE, CA 93257 Census Tract: 0036.02	TOWN & COUNTRY MARKET		5404
11)	501919	ACTIVE	20	10/27/2010 11:00:33 AM	9/30/2014	ALI, ABDO AHMED 1181 W PUTNAM AVE PORTERVILLE, CA 93257-3049 Census Tract: 0036.02	S & S MARKET	633 OAKMONT AVE PORTERVILLE, CA 93257-2048	5404

12)	509068	ACTIVE	20	3/23/2011 8:42:00 AM	9/30/2014	DAKHIL, MOUNIB MIKHAIL 1187 W HENDERSON AVE PORTERVILLE, CA 93257-1452 Census Tract: 0036.02	JJS FOOD MART		5404
13)	524094	ACTIVE	21	9/11/2012 1:00:16 PM	8/31/2015	DOLGEN CALIFORNIA LLC 1316 W OLIVE AVE PORTERVILLE, CA 93257-3034 Census Tract: 0036.02	DOLLAR GENERAL 13759	100 MISSION RIDGE, DOLGEN MIDWEST LLC, DIRECTOR OF TAX - BW DEPT GOODLETTSVILLE, TN 37072-2171	5404
14)	528964	ACTIVE	41	2/22/2013 4:06:51 PM	1/31/2015	WKBD ENTERPRISES INC. 1549 W OLIVE AVE PORTERVILLE, CA 93257-2946 Census Tract: 0036.02	RANDYS BISTRO	15591 BIRCH ST PORTERVILLE, CA 93257	5400
15)	541547	ACTIVE	20	4/4/2014 10:34:04 AM	3/31/2015	CHEERS & SPIRITS, INC. 1445 W HENDERSON AVE PORTERVILLE, CA 93257-1458 Census Tract: 0036.02	QWIK STOP		5404
16)	541801	ACTIVE	21	5/12/2014 1:28:05 PM	4/30/2015	KAEIB, SAID 212 N NEWCOMB ST PORTERVILLE, CA 93257-2820 Census Tract: 0036.02	APPLEGATE MARKET		5400

--- End of Report ---

For a definition of codes, view our [glossary](#).



ABC License Types

- (5) "20" - Off-Sale Beer and Wine
- (6) "21" - Off-Sale General
- (2) "41" - On-Sale Beer and Wine for Bona Fide Public Eating Place
- (2) "47" - On-Sale General for Bona Fide Public Eating Place

Census Tract 36.02

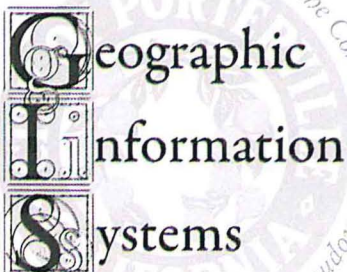
Project Location

- CHINAS ALLEY RESTAURANT
- JJS FOOD MART
- CVS PHARMACY STORE 9845
- QWIK STOP
- TARGET T2420
- EL NUEVO MEXICALI 2
- APPLEGATE MARKET
- S & S MARKET
- DOLLARGENERAL 13759
- TOWN & COUNTRY MARKET
- EXPRESS MART & GAS
- RANDYS BISTRO
- SMART & FINAL 387
- KWIK STOP LIQUOR INC

Current Allowances in Tract 36.02
 On-Sale (41/47): 5
 Off-Sale (20/21): 7

Current Permits in Tract 36.02
 On-Sale (41/47): 4
 Off-Sale (20/21): 11

P:\commdev\Planning\Projects\PRC\2014\2014-009 Tony's Pizza Parlor @ 1304 W Olive\GIS Info\ABC\licenses.mxd



A Division of the Community Development Department

PRC 2014-009
 Tony's Pizza Parlor
 ABC Permit Map
 1" = 1,350 ft

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 2014-009-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
41 BEER AND WINE LICENSE IN CONJUNCTION WITH A RESTAURANT FOR
TONY'S PIZZA PARLOR LOCATED AT 1304 W. OLIVE AVENUE

WHEREAS: On September 19, 2014, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15301 (a) of the California Code of Regulation (CEQA Guidelines); and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of October 7, 2014, conducted a public hearing to consider Conditional Use Permit (PRC 2014-009-C), to allow for the sale of alcohol under a Type 41 Beer and Wine License in conjunction with a restaurant for Tony's Pizza Parlor located at 1304 W. Olive Avenue; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

The CR designation is intended to provide for retail and service uses that meet local and regional demand. The proposed restaurant with alcohol sales would suit the purpose of the zone designation. The restaurant is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with a Conditional Use Permit.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

Conditions of approval are included herein to ensure adequate development standards are met. The project is located within an existing building in a regional shopping center that has been well maintained since its original development. Further, all land owners within the city of Porterville are held to performance standards identified in Chapter 306 of the Development Ordinance. Specifically, Section 306.03 of the Ordinance states, "Land or buildings shall not be used or occupied in a manner creating any dangerous, injurious, or noxious fire, explosive, or other hazard; noise, vibration, smoke, dust, odor, or form of air pollution; heat, cold, dampness, electrical or other disturbance; glare, refuse, or

wastes; or other substances, conditions, or elements which would substantially adversely affect the surrounding area.”

3. This project is Categorical Exempt pursuant to CEQA Guidelines §15301-Existing Facilities: a business within an existing facility involving negligible expansion of the existing use.
4. The Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 36.02, which allows a maximum of seven (7) off-sale and five (5) on-sale licenses without being deemed over-concentrated. According to the ABC, four (4) on-sale licenses currently exist in this tract, so the approval of the project would not result in an undue concentration of licenses.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2014-009-C) subject to the following conditions:

1. The developer/applicant shall keep the beer and wine in a secure place with access only available to the employees, shown herein as the walk-in box in Exhibit “A.” Any future changes in operation which substantially alter the condition or nature of the subject business will require approval by the City Council if such modification involves expansion, relocation, or change in accessibility to the conditioned uses.
2. The facility shall be operated and maintained to comply with applicable State and Federal laws, and the City of Porterville Development Ordinance at all times.
3. The applicant shall maintain the security lighting on the exterior of the building and in the parking lot in a manner to allow reasonable surveillance of the area to the satisfaction of the Police Department and Zoning Administrator.
4. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
5. The elements of the conditional use permit approving on-site alcohol sales will be subject to modification or revocation if the on-sale license is sanctioned by the State of California.
6. The entire site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner.

7. No alcohol advertising shall be displayed and/or viewed from the outside of the proposed building.
8. The consumption of alcoholic beverages shall be prohibited off-site or outside of the building.
9. Upon approval of the conditional use permit, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive service calls by the Police Department resulting from the sales of alcohol will result in revocation of the Conditional Use Permit.
10. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two (2) years after the date of approval if the on-sale Type 41 Alcohol License for General Bona Fide Eating Place is not active or actively pursued. The alcohol license permits sale of beer and wine in conjunction with the serving of meals.
11. The hours of operation during which alcoholic beverages may be sold and served under the on-sale license shall be limited to only during business hours.

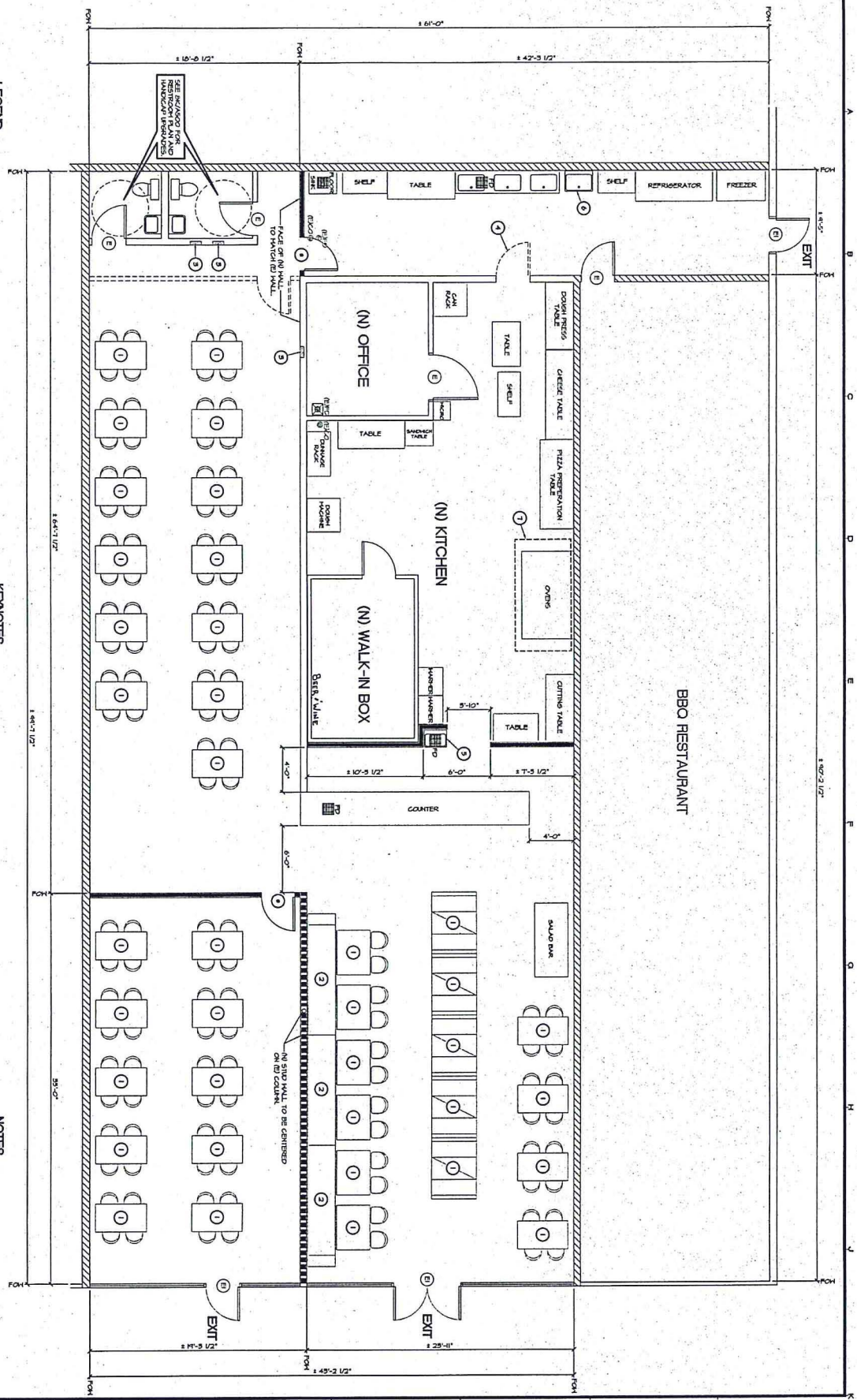
PASSED, APPROVED AND ADOPTED this 7st day of October, 2014.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



LEGEND

--- EXISTING FLOOR DRAIN
 --- EXISTING WALL
 --- EXISTING DOOR
 --- EXISTING PARTITION WALL
 --- EXISTING PARTITION WALL TO REMAIN
 --- EXISTING PARTITION WALL TO BE RELOCATED
 --- EXISTING PARTITION WALL TO BE REMOVED
 --- EXISTING PARTITION WALL TO BE RELOCATED AND REFINISHED
 --- EXISTING PARTITION WALL TO BE RELOCATED AND REFINISHED WITH NEW PARTITION WALL
 --- EXISTING PARTITION WALL TO BE RELOCATED AND REFINISHED WITH NEW PARTITION WALL AND PARTITION WALL TO REMAIN

--- EXISTING PARTITION WALL TO REMAIN
 --- EXISTING PARTITION WALL TO BE RELOCATED
 --- EXISTING PARTITION WALL TO BE REMOVED
 --- EXISTING PARTITION WALL TO BE RELOCATED AND REFINISHED
 --- EXISTING PARTITION WALL TO BE RELOCATED AND REFINISHED WITH NEW PARTITION WALL
 --- EXISTING PARTITION WALL TO BE RELOCATED AND REFINISHED WITH NEW PARTITION WALL AND PARTITION WALL TO REMAIN

KEYNOTES

1. IN SEATING AREA TO BE REFINISHED BY OWNER.
 2. VERIFY ALL WALL OPENING SIZES FOR COMPLIANCE WITH LOCAL AND NATIONAL ORDINANCES/REGULATIONS/PERMITS.
 3. VERIFY ALL WALL OPENING SIZES FOR COMPLIANCE WITH LOCAL AND NATIONAL ORDINANCES/REGULATIONS/PERMITS.
 4. VERIFY ALL WALL OPENING SIZES FOR COMPLIANCE WITH LOCAL AND NATIONAL ORDINANCES/REGULATIONS/PERMITS.
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NOTES

1. FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS.
 2. VERIFY ALL WALL OPENING SIZES FOR COMPLIANCE WITH LOCAL AND NATIONAL ORDINANCES/REGULATIONS/PERMITS.
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FLOOR PLAN

NO.	DATE	DESCRIPTION
1	3/10/14	ISSUED FOR PERMITS
2	3/10/14	ISSUED FOR PERMITS
3	3/10/14	ISSUED FOR PERMITS
4	3/10/14	ISSUED FOR PERMITS
5	3/10/14	ISSUED FOR PERMITS
6	3/10/14	ISSUED FOR PERMITS
7	3/10/14	ISSUED FOR PERMITS
8	3/10/14	ISSUED FOR PERMITS
9	3/10/14	ISSUED FOR PERMITS
10	3/10/14	ISSUED FOR PERMITS

Project No.: 14-204
 Date: 3/10/14
 Drawn by: RJB
 Title: FLOOR PLAN
 Sheet No.: A200

NEW INTERIOR TENANT IMPROVEMENT FOR:
 TONY'S PIZZA PARLOR
 1304 W. OLIVE AVE.
 PORTERVILLE, CA 93308-3340
 OWNER: JERRY MARTINEZ

Exhibit A

CITY COUNCIL AGENDA: OCTOBER 7, 2014

PUBLIC HEARING

TITLE: TEXT AMENDMENT TO THE DEVELOPMENT ORDINANCE TO AMEND THE DEFINITION OF COMMERCIAL ENTERTAINMENT USES AND ADJUST THE ZONE DISTRICTS WITHIN WHICH COMMERCIAL ENTERTAINMENT AND TRADE SCHOOLS ARE ALLOWED

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

BACKGROUND: On September 12, 2014, staff received a Project Review Committee application to consider a development ordinance text amendment to amend the definition of commercial entertainment uses and adjust the zone districts within which commercial entertainment and trade schools are allowed, in compliance with Chapter 608 Amendments to Zoning Map and Text of the Porterville Development Ordinance. The request was reviewed by staff and discussed at a Project Review Committee meeting on September 24, 2014, where staff expressed no concerns with the proposal.

ANALYSIS: The current development ordinance defines commercial entertainment in four separate categories: Cinema/Theaters; Downtown Entertainment; Large-scale; and Small-scale. The proposed ordinance text amendment would increase the area allowed for indoor commercial entertainment uses in the Small-scale category from 10,000 square feet to 50,000 square feet citywide, and would also broaden the variety of allowable uses within the Small-scale use classification.

The applicant had also requested consideration of trade schools within the CR (Retail Centers) zone district. Currently trade schools are not permitted. Staff recommends trade schools be permitted with a Conditional Use Permit. The reason it could not be permitted by right is that trade schools by their nature vary greatly in use intensity and type, and those uses must be considered on a case-by-case basis. While reviewing the zone districts in which trade schools are permitted, it was noted that trade schools are permitted by right in the PO (Professional Office) district and with a Conditional Use Permit in the IP (Industrial Park). Staff believes these were inadvertently transposed as it would be inappropriate to permit a trade school, such as automobile repair, in the Professional Office district, but that any type of trade school could operate in the Industrial Park district without adversely affecting neighboring land uses.

ENVIRONMENTAL REVIEW:

The proposed ordinance serves to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals and objectives of the Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that no

DD 9B APPROPRIATED/FUNDED N/A CM J ITEM NO. 25

additional environmental review is necessary beyond the environmental review already considered for the General Plan and the Development Ordinance.

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

ATTACHMENT: Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING THE PORTERVILLE DEVELOPMENT
ORDINANCE TO AMEND THE DEFINITION OF COMMERCIAL ENTERTAINMENT
USES AND ADJUST THE ZONE DISTRICTS WITHIN WHICH COMMERCIAL
ENTERTAINMENT AND TRADE SCHOOLS ARE ALLOWED

WHEREAS: On October 7, 2014, the City Council at its regularly scheduled meeting, held a public hearing to consider an amendment to the Porterville Development Ordinance;

WHEREAS: The proposed text amendment was discussed at a Project Review Committee meeting on September 24, 2014, where staff expressed no concerns with the proposal; and

WHEREAS: The Zoning Administrator determined the proposal complied with Chapter 608 Amendments to Zoning Map and Text of the Porterville Development Ordinance and determined the application to be complete; and

WHEREAS: Based on analysis conducted regarding trade schools and their potential effect on adjacent properties, the Council made the following finding in support of the text amendment: trade schools vary greatly in use intensity and type, but through a Conditional Use Permit process, the City of Porterville could establish and enforce conditions of approval to insure that the design and operations of a trade school would not have a significant effect on adjacent properties or the remainder of the community within the CR (Retail Centers) and PO (Professional Office) zone districts; and

WHEREAS: Pursuant to State and local environmental regulations, the proposed ordinance serves to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals and objectives of the Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that no additional environmental review is necessary beyond the environmental review already considered for the General Plan and the Development Ordinance.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt Ordinance No. _____ amending the Porterville Municipal Code to amend the definition of Commercial Entertainment uses and adjust the zone districts within which Commercial Entertainment and Trade Schools are allowed, as follows:

SECTION 1:

1. Amend Table 203.02 LAND USE REGULATIONS - COMMERCIAL DISTRICTS to add as follows:

Public and Semi-Public Uses					
Use Classification	CN	CR	CG	CMX	Additional Regulations
Colleges and Trade Schools, Public or Private	-	<u>-C</u>	C	C	

2. Amend Table 204.02 LAND USE REGULATIONS – EMPLOYMENT DISTRICTS to add as follows:

Public and Semi-Public Uses					
Use Classifications	PO	IP	IG	IA	Additional Regulations
Colleges and Trade Schools, Public or Private	<u>P</u> <u>C</u>	<u>€</u> <u>P</u>	-	-	

3. Amend Section 701.02 to modify the following definitions:

Commercial Entertainment and Recreation. Provision of participant or spectator entertainment to the general public.

Large-scale. This classification includes large outdoor facilities such as amusement and theme parks, casinos, sports stadiums and arenas, racetracks, amphitheaters, drive-in theaters, driving ranges, golf courses, and facilities with ~~more than ten thousand (10,000)~~ fifty thousand (50,000) square feet or more in building area, including fitness centers, gymnasiums, handball, racquetball, or large tennis club facilities; ice or roller skating rinks; swimming or wave pools; miniature golf courses; bowling alleys; archery or indoor shooting ranges; riding stables; campgrounds; stables, etc. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Small-scale. This classification includes ~~small, generally~~ indoor facilities that occupy less than ~~ten thousand (10,000)~~ fifty thousand (50,000) square feet of building area, such as billiard parlors, card rooms, health clubs, fitness centers, gymnasiums, handball, racquetball; ice or roller skating rinks; swimming or wave pools; miniature golf courses, bowling alleys, dance halls, small tennis club facilities, poolrooms, and amusement arcades. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

SECTION 2: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

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

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA – OCTOBER 7, 2014

SUBJECT: SECOND READING – ORDINANCE 1817, CONCERNING MEDICAL MARIJUANA CULTIVATION

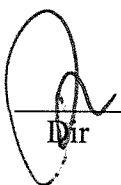
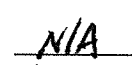
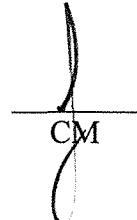
SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: Ordinance No. 1817, An Ordinance of the City Council of the City of Porterville Amending Article I, Section 15-5.1 of the Porterville Municipal Code, Concerning Refusal to Issue Licenses, Repealing Article VII, Sections 15-85 Through 15-105, of Chapter 15, and Adding Section 301.23 of the Porterville Municipal Code, Concerning Medical Marijuana Cultivation, was given first reading on September 16, 2014, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1817, waive further reading, and adopt said Ordinance.

ATTACHMENT: Ordinance No. 1817

Item No. 26

 Dir	 N/A Approp./ Funded	 CM
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ORDINANCE NO. 1817

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING ARTICLE I, SECTION 15-5.1 OF THE PORTERVILLE MUNICIPAL
CODE, CONCERNING REFUSAL TO ISSUE LICENSES, REPEALING ARTICLE VII,
SECTIONS 15-85 THROUGH 15-105, OF CHAPTER 15, AND ADDING SECTION
301.23 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING MEDICAL
MARIJUANA CULTIVATION**

WHEREAS, in November 2007, and in response to the implementation by the State of the Compassionate Use Act of 1996, the Medical Marijuana Program Act (2003) and subsequent case law, the City Council of the City of Porterville adopted Ordinance No. 1734, which amended the City's regulations concerning medical marijuana dispensaries, prohibiting the issuance of business licenses for the purpose of operating medical marijuana dispensaries, but allowing for their regulation in the event federal law changed; and

WHEREAS, the City Council of the City of Porterville, based on recent and ongoing problems related to the local cultivation of medical cannabis, hereby finds that the cultivation, preparation and distribution of medical cannabis in the city has caused and is causing ongoing impacts to the community. These impacts are intensified by the activities of those who are abusing the current State statutory provisions for the cultivation, processing and distribution of cannabis for nonmedical, improper and illegal purposes. These impacts include increased crime related to outdoor cultivation occurring on residential lots, damage to buildings containing indoor grows, increases in home invasion robberies and related crimes, and increases in response costs, including code enforcement, building, land use, fire, and police staff time and expenses; and

WHEREAS, the City finds that it is in the best interest of the community to regulate the use of land within the city limits for the purposes of collectively cultivating, preparing, or dispensing medical cannabis, and to continue to deny business licenses to applicants desiring to open a medical marijuana dispensary within city limits; and

WHEREAS, legislation and case law confirms that the City has the power to regulate individual cultivation and restrict and even prohibit dispensing of medical cannabis, as well as regulate the collective cultivation and preparation of medical cannabis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY ORDAIN as follows:

SECTION 1. The Porterville Municipal Code, Chapter 15, Article I, Section 15-5.1 is hereby amended as follows:

15-5.1: REFUSAL TO ISSUE LICENSE

- A. Nothing in this Section shall be deemed to prevent the City Council from refusing to grant to any person a license to carry on and conduct any business in the city, when it shall appear to

the City Council that such business is, or is reasonably certain to be, carried on in such manner as to be unlawful, immoral or a menace to the health, safety, peace or general welfare of the people of the city, or that the applicant is not a fit or proper person to carry on such business, or of such character and reputation as to render it reasonably certain that such business will be carried on by the applicant in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city, or that the applicant has theretofore been convicted of any crime in connection with, or while engaged in the operation of a similar business in the city, or has been convicted of any crime affecting the moral character of such applicant.

- B. The City Council shall refuse to issue a business license to any applicant where it is apparent that the issuance of such license would allow for the practice, operation or carrying out of any activity that conflicts with any local, state or federal law.

SECTION 2. Chapter 15, Article VII, Sections 15-85 through 15-105, is hereby repealed.

SECTION 3. Series 300: Additional Use and Development Regulations

301 Standards for Specific Uses and Activities

- 301.01 Accessory Uses and Structures
- 301.02 Alcoholic Beverage Sales
- 301.03 Animal Keeping
- 301.04 Automobile Vehicle Service and Repair, Major and Minor
- 301.05 Auto Service Stations and Car Washing
- 301.06 Crop Cultivation
- 301.07 Family Day Care Home, Large
- 301.08 Hazardous Waste Management Facilities
- 301.09 Home Occupations
- 301.10 Manufactured Homes
- 301.11 Mobile Home Parks
- 301.12 Outdoor Retail Sales
- 301.13 Personal Storage Facilities
- 301.14 Recycling Facilities
- 301.15 Residential Care Facilities, General
- 301.16 Second Dwelling Units
- 301.17 Sexually Oriented Facilities
- 301.18 Single Room Occupancy Hotels
- 301.19 Social Service Facilities
- 301.20 Telecommunication Facilities
- 301.21 Temporary Uses
- 301.22 Transitional and Supportive Housing
- 301.23 Medical Cannabis Cultivation

SECTION 4. Section 301.23 is hereby added to Article 21 (Porterville Development Ordinance) as follows:

A. Purpose and Intent

1. The City Council of the City of Porterville, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of medical cannabis in the city has caused and is causing ongoing impacts to the community. These impacts are intensified by the activities of those who are abusing the current State statutory provisions for the cultivation, processing and distribution of cannabis for nonmedical, improper and illegal

purposes. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the commercial districts. These impacts have also created an increase in response costs, including code enforcement, building, land use, fire, and police staff time and expenses.

2. The City Council also acknowledges that the voters of the State of California have provided a criminal defense to the cultivation, possession and use of medical cannabis for medical purposes under the Compassionate Use Act, but that the Compassionate Use Act does not address land use or building code impacts or issues arising from the resulting increase in cannabis cultivation within the city.
3. The purpose and intent of this chapter is to regulate the cultivation, preparation and distribution of medical cannabis in a manner that protects the public health, safety, and welfare of the community and mitigates for the cost to the community of the oversight of these activities.

B. Interpretation and Applicability

1. No part of this chapter shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. Section 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state, federal law, statute, rule or regulation. The cultivation, preparation, and distribution of medical cannabis in the city is controlled by the provisions of this chapter of the Porterville Development Ordinance.
2. Nothing in this chapter is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
3. Nothing in this chapter is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.
4. Nothing in this chapter is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
5. Nothing in this chapter is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.

6. All cultivation, preparation and distribution of medical cannabis within city limits shall be subject to the provisions of this chapter and other applicable provisions of this Code, regardless of whether cultivation, preparation, or distribution existed or occurred prior to adoption of this chapter.
- C. Definitions: For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
1. Accessory Structure. A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with Section 301.01 and any other applicable provisions of the Municipal Code.
 2. Dwelling Unit. A room or suite of rooms including one (1) and only one (1) kitchen, and designed or occupied as separate living quarters for one (1) family.
 3. Medical Cannabis (also known as medical marijuana). Cannabis, including constituents of cannabis, THC and other cannabinoids, used as a physician-recommended form of medicine or herbal therapy.
 4. Medical Cannabis Cooperative or Collective. Any person, association, cooperative, affiliation, or collective of persons who provide education, referral, or network services, and/or facilitation or assistance in the cultivation, preparation or distribution of medical cannabis.
 5. Medical Cannabis Cultivation Area. The area allowed for the growing and preparation of medical cannabis.
 6. Medical Cannabis Cultivation Facility. A facility at which medical cannabis is grown and harvested for supply to a medical cannabis preparation facility and/or a medical cannabis distribution facility.
 7. Medical Cannabis Distribution. The supply to a qualified patient by any person, including a primary caregiver, cooperative or collective, of medical cannabis that is not grown in the qualified patient's residence.
 8. Medical Cannabis Distribution Facility/Dispensary. Any facility or location where the primary purpose is to distribute medical cannabis as a medication upon recommendation by a physician and where medical cannabis is made available to or distributed by or to a primary caregiver or a qualified patient in strict accordance with the Compassionate Use Act of 1996 (Cal. Health and Safety Code §§ 11362.5 et seq.).
 9. Medical Cannabis Preparation. Includes, but is not limited to: manicuring, drying, curing, pressing, cooking, baking, infusing, grinding, bagging, packaging, rolling.
 10. Medical Cannabis Preparation Facility. A facility at which medical cannabis is processed for supply to a medical cannabis distribution facility.
 11. Qualified Patient. As defined in Cal. Health and Safety Code §§ 11362.7 et seq., and as it may be amended from time to time.
 12. Residence. A legal dwelling unit.

- D. Severability: If any part of this chapter is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.
- E. Cultivation Generally: A qualified patient shall be allowed to cultivate medical cannabis for their own personal use. Cultivation of medical cannabis for said use shall be in conformance with the following standards:
1. No more than one medical cannabis cultivation area shall be permitted on a legal parcel, regardless of the number of dwelling units on the parcel;
 2. No medical cannabis cultivation site shall be located within 100 feet of a sensitive use "use, sensitive" as defined in Chapter 700;
 3. The residence shall remain at all times a residence with legal and functioning cooking, sleeping and sanitation facilities. Medical cannabis cultivation shall remain at all times accessory to the residential use of the property;
 4. The qualified patient shall reside at the residence where the medical cannabis cultivation occurs;
 5. Cultivation of medical cannabis for personal use shall occur only on the parcel occupied by a qualified patient and shall be for the exclusive use of the qualified patient and otherwise in conformance with this chapter (i.e. no collectives or cooperatives);
 6. Cultivation of medical cannabis for personal use shall not displace required off-street parking, or violate any other provisions of the Porterville Municipal Code;
 7. Qualified patients shall have no more than the number of plants the patient is permitted under State law to have, provided that in no case shall any parcel/dwelling have more than 20 plants; with not more than 20 cultivated outdoors and/or 20 cultivated indoors within an Accessory Structure;
 8. The use of gas products (e.g., CO₂, butane, etc.) for medical cannabis cultivation is prohibited;
 9. There shall be no exterior evidence of medical cannabis cultivation occurring at the property, from a public right-of-way;
 10. Medical cannabis cultivation is prohibited as a home occupation;
 11. No distribution of medical cannabis cultivated for personal use shall be allowed other than as otherwise authorized by this Code;
 12. Medical cannabis cultivation shall be an accessory use to a primary residential use on a property within the RS-1 and RS-2 zones, or at a single-family residence within the RM-1, RM-2 or RM-3 zones. Medical cannabis cultivation is not allowed in multi-family developments or in mobile home parks;
 13. The cultivation of medical cannabis shall not adversely affect the health or safety of the residents of the property on which it is cultivated, or nearby properties through creation of mold, mildew, dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, surface runoff, or other impacts, or be hazardous because of the use

or storage of materials, processes, products or wastes pursuant to the standards contained in Chapter 306 Performance Standards of this Code;

14. Medical cannabis cultivation lighting shall not exceed 1,200 watts;
15. The Accessory Structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes);
16. All electrical equipment used in the cultivation of medical cannabis, (e.g., lighting and ventilation) shall be plugged directly into a wall outlet or otherwise hardwired and permits obtained pursuant to the California Building, Electrical, Mechanical, Plumbing or other state or local laws rules and regulations;
17. Prior to performing any work on electrical wiring/rewiring the applicant shall first obtain a building, mechanical and/or electrical permit from the Building Division;
18. If required by California Building or Fire Code, the wall(s) adjacent to the cultivation area shall be constructed with 5/8-inch Type X moisture-resistant drywall;
19. The growing of medical cannabis outdoors shall comply with the setback requirements for the primary residence on the property subject to the zoning classification of the property;
20. Medical Cannabis plants shall be grown in an area enclosed with a solid view obscuring fence, secured with self-closing and locking gates, and shall not exceed a maximum height of five (5) feet for properties with a six (6) foot tall fence. In the alternative, plants may grow to a maximum height of seven (7) feet if the area is fenced and screened to eight (8) feet in compliance with applicable Development Ordinance and California Building Code standards; and
21. Areas for cultivation of medical cannabis shall be secured, locked, and fully enclosed and rendered inaccessible to minors.

F. Preparation

A qualified patient shall be allowed to prepare for personal use medical cannabis cultivated on the property or within his or her private residence or accessory structure. Preparation of medical cannabis cultivated at the residence shall be in conformance with the following standards:

1. Only medical cannabis cultivated at the residence in conformance with this chapter shall be allowed to be prepared for use at the residence;
2. The primary use of a dwelling unit shall remain at all times a residence with legal and functioning cooking, sleeping and sanitation facilities. Medical cannabis preparation shall remain at all times accessory to the residential use of the property;
3. The medical cannabis preparation shall be in compliance with the current adopted edition of the California Codes;
4. The use of gas products (e.g., CO₂, butane, etc.) for medical cannabis preparation is prohibited;

5. The preparation of medical cannabis shall not adversely affect the health or safety of the residents, residence or accessory building in which it is processed, or nearby properties through creation of mold, mildew, dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, surface runoff, or other impacts, or be hazardous because of the use or storage of materials, processes, products or wastes pursuant to the standards contained in Chapter 306 Performance Standards of this Code; and
 6. Cultivation of medical cannabis for personal use shall not displace required off-street parking, or violate any other provisions of the Porterville Municipal Code.
- G. Medical cannabis preparation is prohibited as a home occupation.
- H. No sale or distributing of medical cannabis processed for personal use shall be allowed.
- I. Individual Distribution Prohibited. Medical cannabis cultivated or processed for personal use as provided for in this chapter shall not be distributed to any person, cooperative or collective, unless as otherwise proscribed by this Article.
- J. Cultivation Permit:
1. Prior to commencing any medical cannabis cultivation, the person(s) owning, leasing, occupying, or having charge or possession of any legal parcel or premises where medical cannabis cultivation is proposed to occur must obtain a medical cannabis cultivation permit from the Community Development Director or his or her designee. The following information will be required with the initial permit application and subsequent permit extensions:
 - a. A notarized signature from the owner of the property consenting to the cultivation of cannabis at the premises on a form acceptable to the City.
 - b. The name of each person owning, leasing, occupying, or having charge of any legal parcel or premises where medical cannabis will be cultivated.
 - c. The name of each qualified patient or primary caregiver who participates in the medical cannabis cultivation.
 - d. A copy of the a current valid medical recommendation or county-issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver.
 - e. The physical site address of where the marijuana will be cultivated.
 - f. A signed consent form, acceptable to the City, authorizing City staff, including the Police Department authority, to conduct an inspection of the cultivation area without notice.
 - g. Proof that the applicant and any resident has had no drug related felony convictions within the past seven (7) years.
 2. The initial permit shall be valid for no more than two (2) years and may be extended in increments of two (2) years.

3. To the extent permitted by law, any personal or medical information submitted with a medical cannabis cultivation permit application or permit extension shall be kept confidential and shall only be used for purposes of administering this chapter.
 4. The Zoning Administrator may, in his or her discretion, deny any application for a medical cannabis cultivation permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such permit, or extension thereof, would be detrimental to the public health, safety, or welfare. The Zoning Administrator shall deny any application for a medical cannabis permit, or extension thereof, which does not demonstrate satisfaction of the minimum requirements of this chapter. Failure to comply with requirements twice within a permitting period constitutes grounds for permit revocation and serves as a basis for denial of any new application or extension. The denial of any permit application, or permit extension, shall be subject to appeal pursuant to Section 601.11 Appeals.
 5. The City may establish a fee or fees required to be paid upon filing of any application for permit(s) as provided by this Chapter, which fees shall not exceed the reasonable cost of administering this chapter, including but not limited to review of applications for permits, monitoring and inspections, and enforcement costs. Said fee or fees shall be established by Resolution of the City Council.
- K. Medical Cannabis Cultivation or Distribution Facility/Dispensary. Medical cannabis distributing facilities or dispensaries are not a permitted use and are prohibited in any and all zoning designations or districts within the city limits.
- L. Enforcement. Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations.
- M. Appeals. With the exception of the appeal process set forth in subsection (J)(4) for consideration of applications for permits, any other decisions made by the Zoning Administrator related to the application and enforcement of this Section including, but not limited to decisions to suspend, revoke or modify a permit, shall be subject to the appeal provisions set forth in Chapter 612 Appeals of the Porterville Development Code.

SECTION 5. Series 700: General Terms, Chapter 700.02 is hereby amended to add in alphabetical order "Use, Sensitive" to definitions to read as follows:

Use, Sensitive. Any cemetery/religious institution; school; public building regularly frequented by children; public park; or boys' and girls' club, or similar youth organizations.

SECTION 6: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

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

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: AWARD OF CONTRACT – RECLAMATION AREA LEASE

SOURCE: Public Works Department – Field Services Division

COMMENT: This staff report was presented to the City Council on September 19, 2014. At that time, the Council discussed the project in great detail and received comments from the two proposers. Upon conclusion of the discussion, the City Council directed staff to return the item to the October 7, 2014, Council meeting for further deliberations.

In summary, the City solicited proposals from experienced farming entities for the lease of the City’s Reclamation Area. The lease consists of 682.4 acres, of which 594.62 acres is leveled and under irrigation; the remaining 87.78 acres require maintenance by the lessee.

On September 4, 2014, Public Works received two proposals from local farming entities. It was quickly noted that an addendum requiring the signature of each proposer was missing from the Nuckols Farming proposal. Mr. Nuckols stated on September 4, 2014, that he did not receive the addendum via fax.

Mr. Nuckols acknowledged to staff that his fax machine registered receiving a document from the City on the date that the Purchasing Agent faxed Addendum #1 to all plan holders. City records clearly show that all four plan holders received the addendum. A copy of the City’s fax register attesting to this fact is attached.

The proposals were discussed in detail with the Reclamation Area Subcommittee and rated by staff members of the subcommittee based on the four (4) categories noted below.

1. Farming experience & financial condition of the applicant (25 pts.)
2. Marketing & sales experience (5 pts.)
3. Annual lease by proposer (40 pts.)
4. Recycled water & biosolid application experience (30 pts.)

The proposer’s average score and rank, shown below, did not take into account the significance of the unsigned document.

<u>Farming Entity</u>	<u>Average Score</u>	<u>Rank</u>
Nuckols Farming Porterville, CA	91	1
Rick Perigo Roadsiding Terra Bella, CA	88	2

Dir BSR Appropriated/Funded MB CM [Signature] Item No. 27

Nuckols Farming submitted a **\$239** per acre proposal, which equates to an annual lease of **\$163,094** on the full 682.4 acres. The lease amount over the life of the contract (5 years) equals **\$815,468**. However, as noted above, the Nuckols proposal did not include the required signed addendum #1.

Rick Perigo Roadsiding submitted a **\$165** per acre proposal, which equates to **\$112,586** on the full 682.4 acres. The lease amount over the life of the contract equals **\$562,980**.

The City Attorney has reviewed the situation, and if the lease was being administered as a Public Works Contract, the unsigned addendum would cause the Nuckols Farming proposal to be considered non-responsive. However, the lease is being administered as a Professional Services Contract, thus the Council has the authority to waive the requirement and consider the proposal as responsive. As such, the Council has three options:

- Option 1) Affirm that the City received one responsive proposal from Rick Perigo Roadsiding in the amount of \$112,586 annually and that Council award said farm lease contract to Rick Perigo Roadsiding.
- Option 2) Waive the lack of a signed addendum #1 by Nuckols Farming, have Robert Nuckols submit the required signed addendum #1, and award the farm lease contract to Nuckols Farming in the amount of \$163,094 annually.
- Option 3) Reject all proposals as the City originally received only one responsive proposal and re-advertise the farm lease RFP. This option, although not ideal, is possible but with the following concerns:
 - a) The proposal amounts have been disclosed in an open forum and therefore, short of modifying the RFP to reflect a different project, the apparent high proposer may claim he was disadvantaged.
 - b) The apparent low proposer may claim that he followed all instructions as directed by the City and therefore, his proposal should be the only proposal considered for award.
 - c) Re-advertising does not guarantee that the City will receive proposals from either party and, almost certainly, the short advertisement period will preclude other proposers from submitting proposals.

The issue has been raised regarding the City's and/or the Farmer's ability to terminate the contract. The contract language is standard and straight forward. Should the City or Farmer wish to terminate the contract, the party wishing to terminate the contract must present the other party with a written ninety (90) day "Notice of Intent" (NOI) to terminate. In the event the Farmer provides his ninety day notice between lease payments, the City can and will draw a minimum 3 months lease payment from the line of credit established as part of the original Service Agreement. The 3 month payment drawn from the line of credit will allow the City to advertise and award a new Farm Lease contract.

RECOMMENDATION: That the City Council:

1. Consider the lack of a signed addendum as non-responsive and accept Rick Perigo Roadsiding's proposal of \$165 per acre, for an annual amount of \$112,596 for 682.4 acres as the top proposal;
2. Approve the lease agreement between the City of Porterville and Rick Perigo Roadsiding; and
3. Authorize the Mayor to sign a five (5) year lease agreement with Rick Perigo Roadsiding and stipulate that the lease agreement start date shall be November 1, 2014, and the lease agreement end date shall be October 31, 2019.

OR

1. Waive the lack of a signed addendum and accept Nuckols Farming proposal of \$239 per acre, \$163,094 for 682.4 acres as the top proposal;
2. Approve the lease agreement between the City of Porterville and Nuckols Farming; and
3. Authorize the Mayor to sign a five (5) year lease agreement with Nuckols Farming and stipulate that the lease agreement start date shall be November 1, 2014, and the lease agreement end date shall be October 31, 2019.

ATTACHMENT: Addendum No. 1
Fax Confirmation Detail
Reclamation Area Lease Agreement

CITY OF PORTERVILLE
CALIFORNIA
PROJECT
BID NO: 14/15-SR1823

BEGINNING OF ADDENDUM No. 1

Date: August 20, 2014

ITEM No. 1 Reclamation Area Lease Request for Proposal – Page 3 of 9; Section 3; paragraph II. The applicant must submit a bid for all of the properties included in the program. The Lessee is responsible for water management, irrigation, farming and operations of the crop land while *irrigation infrastructure and capital projects are budget items and are paid by the City.* The Lessee is responsible for all utility expenses as described in Section 10 of the Reclamation Area Lease Agreement.

ITEM No. 2 Reclamation Area Lease Agreement – Section 2.1. Will be removed from the Agreement.

ITEM No. 3 Reclamation Area Lease Agreement – Section 7.2.4. One-third (1/3) interest in an irrigation well (5N) with a 75 horsepower motor. Sun Pacific Farming owns a two-thirds (2/3) interest in irrigation well (5N).

ITEM No. 4 Reclamation Area Lease Agreement – Section 7.2.5. One (1) extraction well (Hunsaker) with a 150 horsepower motor.

ITEM No. 5 Reclamation Area Lease Agreement – Section 10.1. Lessor shall be responsible to pay utility costs for extraction well (Hunsaker) from April – September. Lessee shall reimburse the Lessor for irrigation utility costs if the extraction well (Hunsaker) is used from October – March. Lessee can extrapolate estimated cost of operating well by using average summer time rate of 11.5 Cents/kWh for the 150 horsepower motor.

ITEM No. 6 Reclamation Area Lease Agreement – Section 10.2. Lessee shall be responsible for registering shared irrigation well (5N) for service, under Lessee's name, with Southern California Edison. Lessee is responsible for paying its share of utility costs. Lessee is responsible for contacting Sun Pacific Farming and forwarding utility costs for payment if irrigation well is used by Sun Pacific Farming.

ITEM No. 7 Reclamation Area Lease Agreement – Section 10.3 Lessee shall be responsible for registering two (2) tail water sump pumps on fields 160A and 35, under Lessee's name, with Southern California Edison and paying all utility costs.

ITEM No. 8 Reclamation Area Lease Agreement – Section 11.5. Will be removed from the Agreement.

/s/ Baldomero Rodriguez
Public Works Director
END OF ADDENDUM No. 1

/s/ Maria Bemis
Purchasing Agent

This addendum must be signed and submitted with the sealed bid proposal.
Bid proposals submitted without this sheet will not be considered.

Firm: _____

By: _____

Authorized Signature

Date: _____

ScanDoc-20140821100657 - Detail

Job No. : 008485

Result : Completed

Completed: [FAX] 97882649 Rick Perigo Roadsiding
Completed: [FAX] 97842328 Nuckols Farming
Completed: [FAX] 95342239 Parsons & Sons Farming, LLC
Completed: [FAX] 95354241 J.C. Sheets Farming

Total : 4 destination(s)

Job Type : Sending Job - FAX

Job Name : ScanDoc-20140821100657

User Name :

Connected to :

Accepted Time : 2014/08/21 10:07

End Time : 2014/08/21 10:18

Original Pages : 2

Color : Black & White

[Back](#)

**City of Porterville Reclamation Area Lease Agreement
Porterville, CA**

(City of Porterville - _____, Lessee)

THIS AGREEMENT, is executed in Porterville, California, on November 1, 2014, (herein after "Execution Date") by and between the City OF PORTERVILLE, (hereinafter "Lessor"), and _____, (hereinafter "Lessee").

WITNESSETH:

WHEREAS:

1. THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto expire October 31, 2019.
2. THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto allowed parties to farm Reclamation Area property for the specific purpose of dispersing effluent from THE CITY wastewater operations to irrigate crops not used for human consumption; and
3. Lessee has acknowledged it is capable of such farming and operational management of the Reclamation Area, and dispersion of effluent on the City land; or contracted land.
4. THE CITY desires to contract with Lessee for these purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. **Premises**

- 1.1. The Premises is defined as the area leased to Lessee for the purposes of this Agreement and further described in Provisions herein below.
- 1.2. As of January 1, 2014 the Premises is described as "The Reclamation Area" on Exhibit A and includes:
 - 1.2.1. Parcel 1: APN 302080011 Airport
 - 1.2.2. Parcel 2: APN 302110059 City Lease Purchase East
 - 1.2.3. Parcel 3: APN 302100015 City Lease Purchase West
 - 1.2.4. Parcel 4: APN 302130028 City
 - 1.2.5. Parcel 5: APN 302130008 Underhill West
 - 1.2.6. Parcel 6: APN 302130007 Underhill East
 - 1.2.7. Parcel 7: APN 302130019 Hunsaker West
 - 1.2.8. Parcel 8: APN 302130021 Hunsaker East
- 1.3. For operational purposes, Exhibit B divides the Premises into portions identified as Field Numbers 5N; 5S; 7; 8; 9; 10; 27; 28; 29; 30; 31; 32; 33; 34; 35; 46; 160A, B, C, & D;
- 1.4. Exhibit A and B are attached hereto and by this reference incorporated herein.
- 1.5. The City makes no covenants or warranties regarding the condition of the Premises, the soils thereon, the effluent, or the improvements and appurtenances thereto.
 - 1.5.1. Inspection of the Premises will be made available from August 25, 2014 through August 29, 2014 to those submitting proposals.
 - 1.5.2. The most recent soil analysis will be made available on August 25, 2014.

**City of Porterville Reclamation Area Lease Agreement
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- 1.6. Lessee has inspected the Premises and improvements thereon, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and/or patent.
- 1.7. The City shall have the right to reduce or expand the acreage of the Premises and remove or add to this area for Lessee's use.
 - 1.7.1. At least 90 days prior to reduction or enlargement of the lease area, the City shall provide Lessee written notice stating:
 - 1.7.1.1. The effective date of the reduced or enlarged area.
 - 1.7.1.2. A description and drawing that identify the reduced or enlarged area and remaining lease area.
 - 1.7.1.3. A revised rental rate to begin the effective date.
 - 1.7.1.4. A request to meet with Lessee to provide additional information.
 - 1.7.2. Lessee shall have 60 days from the date of the City's written notice to terminate this Agreement by providing written notice to the City and if so terminated:
 - 1.7.2.1. Lessee's date of termination shall be the same as the effective date.
 - 1.7.2.2. Lessee shall have the right to harvest existing crops within the Premises through the 90 day to the effective date of the notice to terminate.
 - 1.7.2.3. Lessee shall be required to pay the rent due within the 90 day period in the manner described in Paragraph 5 herein below, but said payment shall be pro-rated for the number of days after that last rent payment (either July 1st or January 1st) to the effective date of termination.
 - 1.7.2.4. Upon such early termination, the City shall pay to Lessee, or credit Lessee's last rent payment, the market value of any improvements made or put upon said premises by the Lessee in accordance with Section 68 of the City Charter.
2. Off-Premises and Easement Areas
 - 2.1. Lessee is responsible for delivering effluent to property outside of the Reclamation Area (Off-Premises), in accordance with the City's existing and future agreements with other parties.
 - 2.2. Lessor shall also permit Lessee the non-exclusive right to use existing roads on Section lines and quarter Section lines on the Premises.
 - 2.2.1. Lessor and Lessor's easement holders and invitees may also use said roads for vehicular traffic.
 - 2.2.2. Lessee shall not remove said roads and shall keep said roads open and maintained to allow two-wheel drive travel.
 - 2.3. Lessee is aware that various easements cross the Premises and that from time to time easement holders have the right to enter the Premises, conduct their operations, and may temporarily hinder Lessee's operations.
 - 2.4. Lessee has inspected the farm connection road, dirt roads, easement areas, and other off-Premises areas that Lessee may use or benefit from, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and /or patent.
3. Purpose
 - 3.1 The purpose of this Agreement is for Lessee to reuse and disperse the wastewater from the City exclusively on the Premises in order to irrigate and farm the Premises.
 - 3.1.1 The City effluent is controlled by the California Region Water Quality Control Board (CRWQCB) Waste Discharge Requirements (R5-2008-0034).

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- 3.1.2 Lessee shall not farm or grow crops to be used for human consumption.
- 3.1.3 No grazing of dairy cows shall be permitted on the Premises.
- 3.2 Lessee shall not use the Premises or effluent for any other purposes, except as provided elsewhere in this Agreement.

4. Term

- 4.1. The term hereof shall commence on November 1, 2014 and terminate on October 31, 2019.
- 4.2. The Lease shall be for five (5) years.
- 4.3. Early termination of the Agreement may be instituted by:
 - 4.3.1. Lessee, by providing to the City written notice at least 90 days prior to the new date of termination.
 - 4.3.1.1. In such case Lessee shall pay to the City rent for the remaining 90 days.
 - 4.3.1.2. Lessee shall continue to farm and disperse effluent and abide by the terms as stated in this Agreement through the noticed date of termination.
 - 4.3.2. The City, by providing to Lessee written notice 30 days prior to the new date of termination if:
 - 4.3.2.1. Lessee has demonstrated reckless or dangerous operations on the Premises and has not corrected those operations immediately upon written notice by the City, or.
 - 4.3.2.2. Lessee assigns or sublets any portion of the Premises without written permission by the City.
 - 4.3.3. The City, by providing to Lessee written notice at least 90 days prior to the new date of termination.
 - 4.3.3.1. Upon such early termination, the City shall pay to Lessee, or credit Lessee's last rent payment, the market value of any improvements made or put upon said premises by the Lessee in accordance with Section 68 of the City Charter.
 - 4.3.3.2. After the new termination date described in the 90 day notice, Lessee understands that the City will not be required to recompense Lessee for any losses of income or damages incurred by Lessee in such instance.
 - 4.3.4. Mutual written agreement of both parties.

5. Rent and Payment Requirements

- 5.1. Beginning November 1, 2014, Lessee shall pay to the City, in lawful money of the United States, an annual rental in the amount of _____ (\$/acre) for Lessee's use of the Premises and effluent water.
 - 5.1.1. At least fifty percent (50%) of the annual rental amount shall be paid prior to October 31 of each year with first payment due November 30, 2014.
 - 5.1.2. The remainder of the annual rent, to equal 100%, shall be paid prior to March 31 of each year.
 - 5.1.3. Payments later than 10/31 and 3/31, respectively, shall be assessed a late fee of one half of one percent (.005 time 50% of the annual rent) per day through the day the required payment is made.
- 5.2. Rent shall be paid by check made out to City of Porterville and mailed or delivered in person to the City of Porterville, 291 Main Street, Porterville, CA 93257.

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- 5.3. As security for this Lease, Lessee must provide an Irrevocable Letter of Credit, equal to 6 months rent, as shown on Exhibit C which is attached hereto and by this reference incorporated.
 - 5.4. The cost of work or improvements done by Lessee outside the scope of Paragraph 8, may only be deducted from the next scheduled payment if:
 - 5.4.1. The work is performed at the request of the City;
 - 5.4.2. The City has given prior written approval to a written estimate provided by Lessee for the not to exceed cost of work or improvements; and
 - 5.4.3. Upon completion of the work or improvements, Lessee provides the City with an invoice of the final actual cost amounts, including units and cost per unit as appropriate.
6. Operations
- 6.1. Lessee shall conduct all operations according to good farm husbandry practices.
 - 6.2. Lessee shall manage operations in compliance with all applicable federal, state, and county laws, regulations and ordinances, including local water board discharge requirements and the local air district rules.
 - 6.3. Lessee shall conduct operations in a business-like manner and not harm or degrade the City and its operations.
 - 6.4. Lessee shall not do or permit any act or thing that constitutes a nuisance by the City either on or off the Premises.
 - 6.4.1. Lessee shall take immediate action to correct any such nuisance discovered by Lessee or through notification by the City within three (3) days of discovery or notification.
 - 6.4.2. Lessee shall promptly perform the correction efforts in a manner to prevent its reoccurrence.
 - 6.5. Each year, upon notification by the City, Lessee agrees to meet with representatives of the City to discuss operation of the farm and plans for the next calendar year and submit for approval a rolling 5 year cropping plan.
 - 6.6. By the 10th of the applicable month, the Lessee shall provide monthly, quarterly, and annual (due January 10th) reports for each field on nitrogen applications and removal, water uses and crop data as required for the Waste Discharge Requirements (WDR) reporting.
 - 6.7. In addition to the terms and provisions provided herein, and unless otherwise stated in this Lease, Lessee shall be required to perform all obligations as set forth in the "Reclamation Area Lease – Request for Proposal", which is attached hereto as Exhibit D and fully incorporated herein by reference.
7. Improvements
- 7.1. Lessor does not warrant or guarantee the safety, condition, or effectiveness of the improvements on the Premises.
 - 7.2. Existing improvements owned by the City and available for use by the Lessee include:
 - 7.2.1. Pressurized pipeline and appurtenances
 - 7.2.2. Percolation Ponds and Fencing
 - 7.2.3. Storage Yard
 - 7.2.4. One-third (1/3) interest in an Irrigation Well (5N)
 - 7.2.5. One (1) extraction well (Hunsaker Well)
 - 7.2.6. Two (2) Irrigation Wells without Pumps and not connected to an irrigation system (Field 7 & 30)

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- 7.3. Lessee with prior written approval from the City will meet with lessor, to discuss the cost and expense, before altering, adding to, and replacing, removing, or demolishing any part of the improvement for or in conjunction with efficient and prudent farming operations and dispersal of effluent
- 7.3.1. Alterations include changes to the physical land such as removing, adding; or significantly changing ditches, embankments, ponds, and reservoirs as well as drilling and major trenching.
 - 7.3.2. Additions include construction or installation of new buildings, structures, checks, weirs, levees, culverts, roads, head gates, wells, and fences.
 - 7.3.3. Repairs and replacements include those for fences and above and underground pipes and valves and pumps.
 - 7.3.4. Demolishment includes partial or entire destruction and/or removal of any improvements such as fences, posts, structures, etc. and Lessee understands that Lessee shall be solely responsible to properly remove and dispose of such demolished material
- 7.4. Such alterations, additions, replacements, removals, or demolishment described or implied in Paragraph 7.3 herein above shall only occur after written approval is provided by the City for the specific action to be taken and Lessee has received all other approvals by any governing or regulatory body that exercise control for such changes.
8. Upkeep and Property Management
- 8.1. Lessee shall be responsible for the general upkeep and maintenance of the Premises. Failure to maintain premises resulting in operational failure or damage to the premises will be corrected at sole expense of lessee.
 - 8.2. **STANDING WATER:** Lessee shall grade, level, drain and otherwise maintain the Premises in a manner to level any low areas in order to prevent standing and stagnating water on the Premises.
 - 8.3. **STORM WATER:** Lessee shall properly manage and/or dispose of any storm water entering the Premise.
 - 8.4. **TRASH:** Lessee shall be responsible for regular and prudent trash, debris, weed, and brush removal from the Premises.
 - 8.5. **ROADS:** Lessee shall maintain and keep all roads on the Premises, and the farm connection road stated in Paragraph 2 herein above, in good condition and repair and at proper elevation and compaction to limit erosion and provide reasonable two-wheel drive travel.
 - 8.6. **EARTHEN IMPROVEMENTS:** Lessee shall maintain and keep in good condition and repair all ditches, sumps, ponds reservoirs, and embankments in order to keep the ditches, sumps, ponds, reservoirs, and embankments watertight. Failure to maintain premises resulting in operational failure or damage to the premises will be corrected at sole expense of lessee.
 - 8.7. **WEEDS:** Lessee shall remove weeds, trash, and debris from and near all ditches, sumps, ponds, reservoirs and embankments, roads, wells, pump stations, and irrigation structures.
 - 8.8. **EFFLUENT WATER DISTRIBUTION SYSTEM:** Lessee shall at his expense, maintain and keep in good condition and repair existing aboveground and underground water distribution system, which includes pipelines, risers, and valves required for proper irrigation.
 - 8.8.1. Prior to performing repairs lessee must have prior written approval from the City, Any repairs to distribution system must comply with current city codes.

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- 8.9. PUMP/MOTORS: Lessee shall at his expense, maintain, repair, replace, or add pumps/motors used at the irrigation wells, tail water sumps and elsewhere on the Premises after first receiving specific written approval from the City.
- 8.9.1. Prior to repair, replacement, or adding of pumps/motors lessee must have prior written approval from the City, Any repairs to pumping system must comply with current city codes.
- 8.10. RODENTS: Lessee shall make frequent and reasonable efforts to minimize ground squirrel population on the Premises
- 8.11. FENCES AND GATES:
- 8.11.1. Lessee shall promptly maintain and repair all fences and gates on or that borders the Premises and shall hold the City free and harmless from any liability or loss sustained by Lessee due to trespassers on the Premises.
- 8.11.2. The City shall replace gates and any sections of fence it deems necessary.
- 8.12. NON-CROP AREAS :
- 8.12.1. Lessee shall remove weeds, trash, and debris from and near Percolation Ponds.
- 8.12.2. Lessee shall maintain and keep in good condition and repair embankments in order to keep the sumps, ponds, and ditches watertight.
- 8.12.3. Lessee shall conduct farming and non-crop activities as to comply with all air pollution control standards, and to minimize dust.
9. Hazardous Waste and Chemicals
- 9.1. Lessee shall not use the Premises to dump gas, oils, dairy waste, chemicals or other hazardous waste and shall contact the City immediately if such a release occurs or is found.
- 9.1.1. Any such release shall be the sole responsibility of Lessee.
- 9.1.2. Lessee shall be responsible to clean up and cure such release in a timely manner.
- 9.2. Lessee shall only use chemicals that are reasonable and typically used for farming operations, weed control, and pest control.
10. Electricity
- 10.1 Lessor shall be responsible to pay utility costs for extraction well (Hunsaker) from April – September. Lessee shall reimburse the lessor for irrigation utility cost of extraction well (Hunsaker) from October – March.
- 10.2 Lessee shall be responsible to pay all utility costs for irrigation well (5N).
11. Water
- 11.1 Lessee shall control the flow, reuse, and dispersal of all effluent supplied by the City year round as surface water onto the Premises in a prudent and efficient manner to farm the Premises unless provided specific allowance by the City in writing to disperse portion of the wastewater elsewhere.
- 11.1.1. Lessee understands that the City production of effluent may vary significantly but may produce peak flows up to 5 million gallons of effluent per day.
- 11.1.2. Notwithstanding Paragraph 11.1.1 herein above, Lessor expects the typical effluent produced on the Execution Date to be approximately 4.4 million gallons per day, based on the average daily flows from 2009-2013, although Lessor does not guarantee any specific amount of wastewater suitable for irrigation and shall not be liable for

**City of Porterville Reclamation Area Lease Agreement
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any damages to crops due to insufficient, excess, or oil or chemical contaminated wastewater.

- 11.1.3. Lessee agrees that the City may decrease or increase the gallons per day of effluent and also agrees to manage any such decreases and increases and to utilize all the effluent on the Premises.
- 11.2 As required by WDR, Lessee shall provide to the City a written report that shall identify the source of all water and the volume of water in acre feet used on each field no later than the 10th calendar day of the following month.
 - 11.2.1 Lessee may supplement the effluent with well water from the Premises or other water sources that have first been approved in writing by the City.
 - 11.2.1.1 Lessee shall provide a written report that provides the amount of supplemental water (water not supplied by the City) used and dispersed by the Lessee on the Premises.
- 11.3 Water from existing or new wells on the Premises shall only be used on the Premises for the purposes of this Agreement and shall not be dispersed or sent off the Premises.
- 11.4 The City does not and shall not supply potable or drinking water to the Premises.
- 11.5 The City may enter into an Agreement with other property owners for the expressed purpose of providing effluent for irrigation.

12. Crops

- 12.1. Lessee shall use the Premises and effluent to irrigate the farm, grow and harvest non-human consumable crops, and maintain an agronomic nitrogen balance with the effluent and bio-solids applied to farmed area.
- 12.2. In the third quarter of each calendar year of this Agreement, Lessee shall, if notified by the City, meet with the City to discuss operation of the farm for the next calendar year.
- 12.3. Lessee shall have the right to harvest all existing crops up to the date of expiration or termination of this Agreement and shall leave the Premises in good condition.
- 12.4. Lessor shall not be liable for any crop loss sustained by Lessee for any reason.
- 12.5. As required by the WDR, Lessee shall provide tissue analysis results and crop yield for each field to the City at Lessee's expense.

13. Biosolids, Fertilizers, and Soil Amendments

- 13.1. Lessee shall use biosolids and soil amendments on the Premises in accordance with good farming practices, and schedules provided.
- 13.2. Lessee shall not accept or allow any placement of biosolids, sludge, septage, or similar materials on the Premises from parties other than Lessor and Lessee shall notify Lessor immediately of any unauthorized placement.
- 13.3. As required by the WDR, Lessee shall provide to the City a written report that states the pounds of nitrogen and any other materials applied to each field over the previous calendar year.
- 13.4. The five year biosolids application and management plan shall be followed.
- 13.5. Any Amendment, requested by the lessee, to the biosolids management plan shall be submitted to the City in writing and must be approved by the city prior to October 1st of each year.

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- 13.6. The Lessee will provide the City with all relevant information required verifying compliance with the approved plan for reporting to the governing agencies (CRWQCB and US EPA) by January 15 of each year.
- 13.7. As required by the WDR, Lessee shall provide the City with annual soil analysis results at Lessee's expense.

14. Percolation Ponds

- 14.1. The City owned percolation ponds are to be operated and maintained at the lessee's expense.
- 14.2. The ponds are available for use by the Lessee at all times provided less than 50% of all effluent delivered annually to the reclamation area is percolated in the ponds.
- 14.3. The ponds shall not be operated in such a manner as to have, or threaten to have a negative impact upon the Teapot Dome landfill from rising ground water levels.
- 14.4. The pond bottoms shall be kept open and free of weeds, algae, noxious odors, or other such nuisances.
- 14.5. Rodent control is the responsibility of the Lessee, in order to avoid breaching of levees and/or loss of the pond embankments.
- 14.6. Lessee must provide mosquito abatement in all pipes, ponds, and other collection areas of the percolation ponds.
- 14.7. As required by the WDR, Lessee shall provide to the City a written report that states the amount of effluent in acre feet that was disbursed to the percolation ponds no later than the 10th calendar day of the following month.

15. Security

- 15.1. Lessor does not supply security for the Premises and Lessees operation thereon.
- 15.2. Lessor does not warrant that the fences and gates within or around the Premises will prevent trespassers.
- 15.3. Lessee shall keep all gates closed and locked when not in use during the day and closed and locked during the night.

16. Health and Notice

- 16.1. Lessee shall notify its employees, sub-contractors, and visitors to the Premises that the irrigation water used on the Premises is treated wastewater and is not to be used for drinking or other human consumption and to follow good hygiene practices.
- 16.2. This notification shall be documented and signed and dated by all Lessee's employees, sub-contractors, and visitors to the Premises and such documentation shall be kept on file with Lessee and shall be presented to the City if requested.
- 16.3. Lessee shall provide for all employees who work at the Premises immunization in accordance with any requirements of the Tulare County Health Department.
- 16.4. Lessee shall comply with all rules and regulation regarding mosquito control on the Premises and shall bear any and all costs regarding mosquito abatement on the Premises.

17. Inspection and Testing

- 17.1. Lessee shall allow:
 - 17.1.1. The City, the county of Tulare, the State of California, or any other regulatory agency to enter onto the Premises to visit the Premises and to perform any soil, air, water or other tests and samplings

**City of Porterville Reclamation Area Lease Agreement
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- 17.1.1.1. Such testing shall be performed in a reasonable manner to minimize any damage to crops.
 - 17.1.1.2. Lessee is aware that such testing could result in partial or complete termination of Lessee's farming operation on the Premises.
 - 17.1.2. The City, the county of Tulare, the State of California, or any other regulatory agency to install monitoring wells on the Premises.
 - 17.1.2.1. The City shall recommend that the agencies work with Lessee to install such wells in locations to minimize hindrance or damage to Lessee's farming operation, but makes no guarantee of locations.
 - 17.1.2.2. Lessee is aware that such testing could result in partial or such complete termination of Lessee's farming operations on the Premises.
 - 17.2. Lessee shall provide to the City a copy of any reports involving test of soil, air, crops, or water within the Premises performed by or for Lessee immediately after receipt of such reports by Lessee.
18. Discharge of Claims, Liens, Taxes
- 18.1. Lessee shall discharge or provide for the discharge of all claims that it has authorized or incurred for labor, materials, and supplies furnished for or in connection with the Premises.
 - 18.2. Lessee agrees to keep and shall keep the Premises and improvements thereon free and clear from any liens or encumbrances, including mechanics or material men's liens, or any kind or nature for any work done, labor performed, or material furnished for the Premises or Lessee's operations thereon or from any other cause.
 - 18.3. Lessee agrees to indemnify and save harmless the City, its agents, officers, and employees from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or material furnished.

 - 18.4. Lessee agrees to pay all taxes (real, personal, possessory interest tax, or whatever other tax) and assessments that may be levied or charged upon the rights of Lessee for Lessee's rights under this Agreements and Lessees' operation here under.
 - 18.5. Lessee shall also obtain and pay for all other Agreements or permits necessary or required by law for the conduct of its operation hereunder.
19. Indemnification
- 19.1 To the fullest extent permitted by law, Lessee agrees to indemnify, defend (upon request by the City) and hold the City, is agents, officers, and employees, and each of them, harmless from any and all losses, costs, expenses, claims, attorney's fees, liabilities, actions or damages, including liability for death or injury to person or persons or damage to property, arising out of or in any way connected with:
 - 19.1.1. The conducting or operation of Lessee's business on the Premises or pursuant to this Agreement, or
 - 19.1.2. The construction, renovation, remodel, removal, or significant change to the structure facilities, grounds, or improvements on the Premises or pursuant to this Agreement, or
 - 19.1.3. The intentional or negligent conduct of Lessee, its agents, employees, or independent contractors.

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20. Insurance: Lessee, in order to protect the City and its council members, officials, agents, officers, and employees against all claims liability for death, injury, loss and damage as a result of Lessee's actions in connection with the performance of Lessee's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Lessee shall not perform any work under this Agreement until Lessee has obtained all insurance required under this Paragraph and the required certificates of insurance have been filed with and approved by the City. Lessee shall pay any deductibles and self-insure retentions under all required insurance policies.

20.1. Workers Compensation and Employer's Liability Insurance Requirement – Lessee shall submit written proof that lessee is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

20.1.1. In signing this Agreement, Lessee makes the following certification, required by section 1861 of the Labor Code.

20.1.2. "I am aware of the provision of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

20.1.3. Lessee shall require any sub-contractors to provide workers' compensation for all to the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Lessee.

20.1.4. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Lessee shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

20.1.5 Lessee shall also maintain employer's liability insurance with limits of two million dollars (\$2,000,000) for bodily injury or disease.

20.2. Liability Insurance Requirements:

20.2.1. Lessee shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

20.2.1.1. Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provision of this Agreement), Products-Completed Operations Hazard, Liquor Liability, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of two million dollars (\$2,000,000) Combined Single Limit (CSL) each occurrence and two million dollars (\$2,000,000) aggregate and shall include an endorsement naming the City and the City's council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.

20.2.1.2. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage cover all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and shall

**City of Porterville Reclamation Area Lease Agreement
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- include an endorsement naming the City and the City's council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.
- 20.2.2. If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completing of Lessee's work specified in this Agreement, whichever is later.
- 20.2.3. Prior to Lessee commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the City by Certificate of Insurance naming the City as "additional insured". Receipt of evidence of insurance that doesn't comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- 20.3. Cancellation of Insurance – The above stated insurance coverage required to be maintained by Lessee shall be maintained until the completion of all the Lessee's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the City. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- 20.4. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-VII" rating. Any exception to these requirements must be approved by the City Risk Manager, or the City employee with Risk Management responsibilities.
- 20.5. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 20.6. Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. The City, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, the City may purchase such required insurance coverage, and without further notice to Lessee, the City shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by the City for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement are insufficient to reimburse the City for the premiums and any associated cost, Lessee agrees to reimburse the City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by the City to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverage required by this Agreement.
21. Assignment, Subletting, Merger
- 21.1. Assignment by Lessee of any or all rights under this Agreement may only occur upon written consent of the City.
- 21.1.1. Lessee shall submit to the City a written request for assignment or to sublet and provide any information about the proposed assignee or party to sublet that the City may require.

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- 21.1.2. Lessee shall submit in advance a non-refundable sum of \$2,500 to the City for each request for assignment or sublet in order to cover costs for processing such request.
- 21.1.3. The City shall answer Lessee's request for assignment or sublet within 60 days of receipt of such notification by Lessee.
- 21.1.4. The City may reject the proposed assignment or sublet for any reason and, if so and notwithstanding Paragraph 21.1.2 herein above, the City shall refund \$1,500 to lessee.
- 21.2. At least 120 days in advance of any proposed merger between Lessee and a corporation or any other entity, Lessee shall provide to the City written notice of its intention to participate in such merger and provide any information required by the City in regards to the merger.
- 21.3 This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.

22. Breach and Default

- 22.1. Each of the following shall be a default by Lessee and breach of this Agreement:
 - 22.1.1. Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee, or liquidator, and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
 - 22.1.2. By order or decree of a court, Lessee shall be adjudged bankrupt, or an order shall be made approving a petition filed by any other creditors seeking its reorganization of its indebtedness under federal bankruptcy laws, or under any law or statute of the United States, or any state thereof and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
 - 22.1.3. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed against Lessee and shall not be dismissed within ninety (90) days after the filing thereof and such act prevents Lessee from conducting its operation under this Agreement for a period of thirty (30) calendar days or more.
 - 22.1.4. Pursuant to or under authority of any legislative act, resolution or rule or any offer or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of lessee, and such possession or control shall continue in effect for a period of ninety (90) days and prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
 - 22.1.5. Any lien (including, without limitation, mechanic's and materials' liens) is filed against the Premises because of any act or omission of lessee and is not removed within thirty (30) day.
 - 22.1.6. Lessee's voluntary abandonment, desertion, vacating, or discontinuation of its operations as authorized by this Agreement.
 - 22.1.7. Failure to perform any term, covenant, or condition of this Agreement.

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- 22.1.8. Lessee fails to punctually make any payments due to the City under this Agreement.
- 22.2. Notwithstanding any other remedies of the City under this Agreement, should lessee default or breach this Agreement, the City may terminate this Agreement immediately, re-enter the Premises and take full possession thereof, and remove all persons connected with Lessee there from and Lessee shall have no further claim thereon or hereunder.
- 22.3. The remedies given to the City in Paragraph 22.2 shall be in addition and supplement to all other rights or remedies that the City may have under the laws then in force.
- 22.4. Lessee hereby waives any and all rights for redemption granted by or under any present or future law, or statute, arising in the event it is evicted or dispossessed for any cause or in the event the City obtains or retains possession of the Premises in any lawful manner.
- 22.5. No waiver the City of any default or breach on the part of Lessee in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be or be construed to be a waiver by the City of any other or subsequent default or breach in performance of any of said terms, covenants, or conditions contained in this Agreement.
- 22.5.1. The subsequent acceptance of rent by the City shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement, including the failure of Lessee to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.
- 22.5.2. No covenant, term or condition of this Agreement shall be deemed to have been waived by the City, unless the City provides such waiver in writing.
23. Negation of Partnership
- 23.1. The City shall not become or be deemed a partner or joint venture with Lessee or associate in any relationship with Lessee other than that of Lessor and Lessee by reason of the provisions of this Agreement.
- 23.2. Lessee shall not for any purpose be considered an agent, officer, or employee of the City. .
- 23.3. To whatever extent the City, its agents, officers, or employees may be deemed to be associated with the Lessee or the Lessee's agents, officers, or employees because of any activity or operation pursued by Lessee or its agents, officers or employees on the Premises, then to such extent Lessee shall be deemed an independent contractor of the City.
24. Workers Compensation: Lessee shall comply with the workers' Compensation Act of this State and shall indemnify and save and hold harmless the City from any and all liability under the said Act.
25. Compliance With Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, or City government which may in any way apply to the use, maintenance, occupation of or operations on the Premises, including but not limited to the Americans with Disabilities Act.
26. Nondiscrimination: Lessee, in the operation to be conducted pursuant to the provision to this Agreement and otherwise in the use of Premises, shall not discriminate or permit discrimination

**City of Porterville Reclamation Area Lease Agreement
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against any person or class of persons by reason of race, color, creed, sex or national origin or by any arbitrary reason.

27. 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:

To the Lessor (the City of Porterville)

City of Porterville
291 Main Street
Porterville, CA 93257

The address to which the notices may be mailed to either party may be changed by written notice. Nothing, however, shall preclude the giving of any such notice by personal service.

28. Definitions and Terminology

- 28.1. In this Agreement the capitalized term "Paragraph" shall indicate the numerical subject headings or sub-headings of this Agreement (such as this Paragraph is identified as 28.1)
- 28.2. In this Agreement the capitalized terms "Section" or "Sections" shall indicate the actual physical location for the certain real property locations, as they exist in Tulare County. (As such, the only Sections to be mentioned in this Agreement will be the Sections as originally stated in Paragraph 1.2 herein above.)
- 28.3. In the context of this Agreement the terms "wastewater" and "effluent" may be used interchangeably and shall be defined as untreated sewage water that has been channeled to the City treatment plant, treated to certain requirements, and discharged from the treatment plant as non-potable water to be used on the Premises to grow fiber and fodder crops.

29. Damage to Premises:

- 29.1. In the event more than 20% of the Premises or more than 100 acres of farmed land is declared a disaster area by Federal, State, or local authorities:
- 29.1.1. Lessee may, within 15 days of such declaration, provide to the City evidence of the declaration, the location and number of acres affected, and petition for temporary relief from rent until the affected real property can reasonably and in a timely manner be restored by Lessee, at its expense, to a condition again usable for Lessee's farming operations, and
- 29.1.2. The City shall review such petition or request and if found credible shall pro-rate Lessee's rent by:
- 29.1.2.1. Determining the number of currently farmed acres,

**City of Porterville Reclamation Area Lease Agreement
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- 29.1.2.2. Determining the number of current acres deemed not farmable due to the disaster,
 - 29.1.2.3. Determining the number of days the farmed acres are out of production until Lessee can reasonable put the acres back into production,
 - 29.1.2.4. Regarding this Paragraph 29.1, determine an acreage percentage and divide the result by 365 days to determine a day's percentage,
 - 29.1.2.5. Multiply the acreage percentage times the days percentage to determine an overall percentage,
 - 29.1.2.6. Multiply the overall percentage times the annual rent to determine rent credit to Lessee (no more than 30% of the annual rent), and
 - 29.1.3. Within 15 days after the City determines the affected real property can reasonably be farmed by Lessee, the City shall notify Lessee the amount of rent reduction and whether it will be refunded to Lessee soon thereafter by check or credited towards Lessee's next rental payment.
 - 29.2. Should the City determine the Premises or significant parts thereof are rendered unusable for a period of more than 30 days due to no fault of Lessee, the City may determine a refund of rent based on the formula determined in Paragraph 29.1 of this Agreement and pay or credit Lessee for the time period beyond the 30 day period mentioned heron above (NOTE - in this instance the pro-rated rent shall take effect 30 days after the City's reasonable determination of the date the acreage was determined unusable.)
30. Surrender of Premises: On the last day of the term, or sooner termination of this Agreement, Lessee shall peaceable and quietly leave, surrender and yield up to the City the Premises and improvements thereon in good condition, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by act of God or by fire or other circumstances over which Lessee has no control.
31. Authorized Agent of THE CITY: The City Manager, or his designee, is the duly authorized agent of the City for purposes of this Agreement and any obligations assumed hereby by Lessee shall be performed to his satisfaction.
32. Disposition of Improvements and Equipment: Upon termination or expiration of this Agreement, Lessee, may, at Lessee's sole cost and expense, remove its farm equipment and trade fixtures which have been placed on the Premises but not permanently affixed thereto. No real property or improvements to real property shall be removed by Lessee without Lessee first obtaining written approval to remove such real property or improvements to real property.
33. Lost, Stolen, Damaged Property: The City is in no way responsible for Lessee's lost, stolen, or damaged property unless the City or the City's agents take possession of Lessee's property.
34. Right of Ingress and Egress:
- 34.1. Lessee shall have reasonable non-exclusive right of way for pedestrian and vehicular travel for ingress and egress to the Premises over property owned and controlled by the City.
 - 34.2. Lessee's right of way is subject to such reasonable rules and regulations as the City may make from time to time.
 - 34.3. The City and its invitees shall have the right, at any time, to enter and inspect the Premises, Lessee's operations, and conduct studies, surveys, and tests.

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35. Incorporation of Prior Agreements and Amendments:
- 35.1 This Agreement contains all agreements of the parties with respect to any matter mentioned.
 - 35.2 No prior agreement or understanding pertaining to any such matter shall be effective.
 - 35.3 This Agreement can only be modified as a written agreement, signed by the parties in interest at the time of the modification.
36. Venue: If either Lessee or the 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.
37. Severability: the invalidity of any provision of this Agreement, as determined by a Court of competent jurisdiction, shall not affect the validity or any other provision hereof.
38. Captions: Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.
39. Covenants and Conditions: Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.
40. Time of Essence: Time is hereby expressly declared to be of the essence of this agreement 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 Agreement.
41. Attorney's Fees. If any litigation is commenced between the parties to this Lease concerning the Lease or the rights and duties of either in relation to the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

**City of Porterville Reclamation Area Lease Agreement
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first hereinabove written.

City of Porterville

By _____
Milt Stowe, Mayor

APPROVED AS TO FORM
City of Porterville

By _____
City Attorney

Lessee
By _____

Title _____

Business Name _____

APPROVED AS TO FORM

By _____
Legal Counsel for Lessee

- Exhibit A – Reclamation Area Legal Descriptions
- Exhibit B – Map of Reclamation Area, infrastructure
- Exhibit C – Letter of Credit for Lessee
- Exhibit D – Reclamation Area Lease Request for Proposal

Reclamation Area Legal Descriptions

Exhibit "A"

<i>Parcel</i>	<i>APN</i>	<i>LEGAL DESCRIPTION</i>	<i>ACRES</i>
<i>City of Porterville Airport Property</i>			
Parcel 1	302080011	SE/4 SEC 5-22-27	160.00
Total			160.00
<i>City of Porterville Lease Purchase</i>			
Parcel 2	302110059	E/2 OF N/2 OF SW/4 SEC 8-22-27	40.00
Parcel 3	302100015	LTS 34,35,46,47 ETC PVILLE FRUIT&FARMS TR RM 15-23	127.66
Total			167.66
<i>City of Porterville Old Perc Pond /Field # 46</i>			
Parcel 4	302130028	POR NE/4 SEC 18-22-27	46.54
Total			46.54
<i>City of Porterville Underhill Property</i>			
Parcel 5	302130008	W/2 OF SE/4 SEC 18-22-27	80.00
Parcel 6	302130007	E/2 OF SE/4 SEC 18-22-27	80.00
		Underhill Homesite (Police Shooting Range - Not part of Lease)	-15.20
Total			144.80
<i>City of Porterville Hunsaker Property</i>			
Parcel 7	302130019	POR S/2 SEC 17-22-27	79.26
Parcel 8	302130021	POR SW/4 SEC 17-22-27	84.14
Total			163.40
Total Management Acres			682.40

EXHIBIT "A"

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City of Porterville Reclamation Area

Last Updated 8/1/2014

City Airport Property

302080011
160.00 ac

Parcel 1

Erlant-Kern Canal

West Street

Parcel 3

City of Porterville
302100015
127.66 ac

Parcel 2

City of
Porterville
302110059
40.00 ac

Tea Pot Dome Ave.

Road 216

Parcel 4

Old Perc Pond
City Property
302130028 46.54 ac

Underhill Homesite
(Police Shooting Range
- Not in Lease)

Parcel 5

302130008
80.00 ac

Parcel 6

302130007
80.00 ac

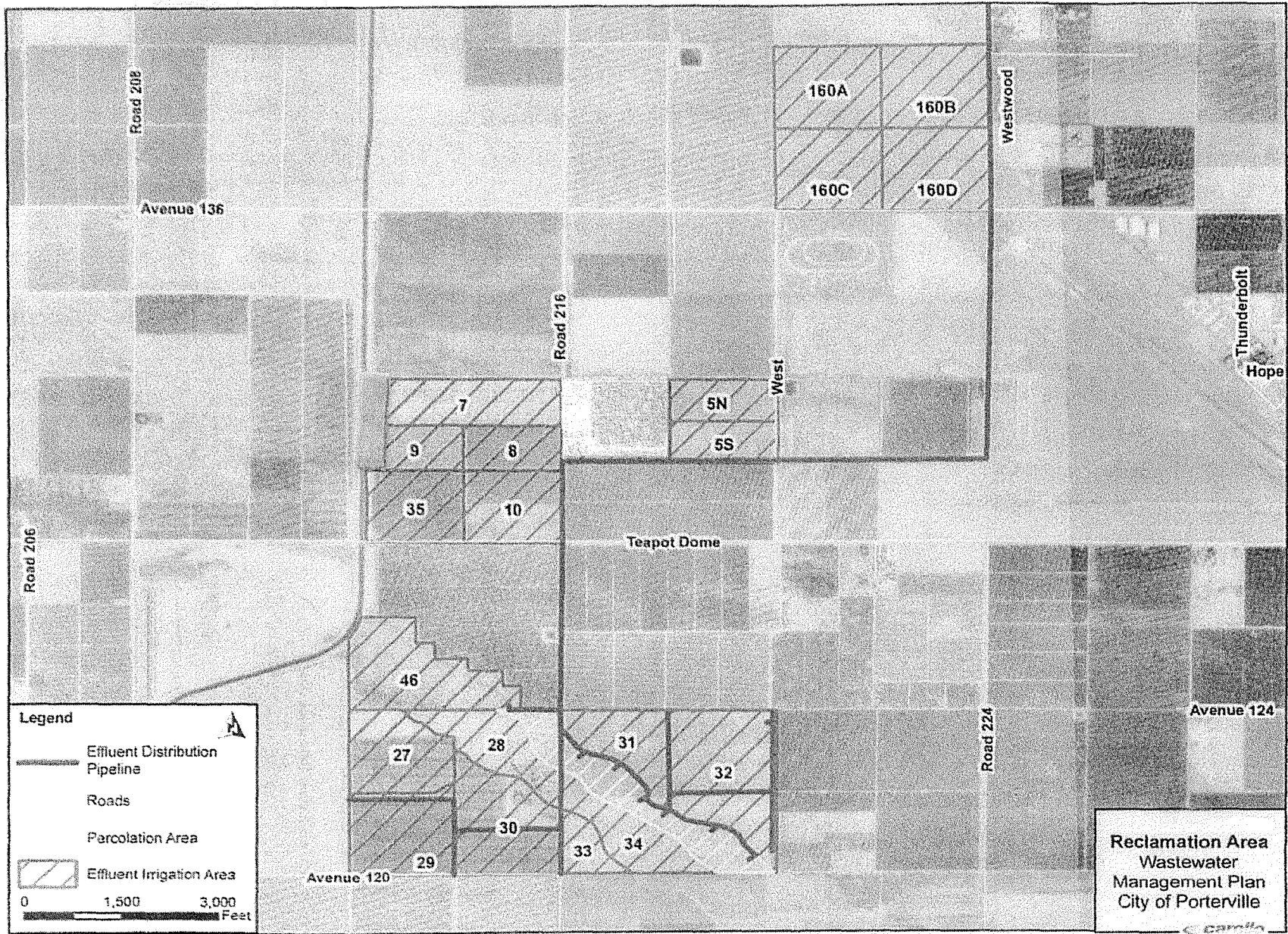
Underhill Property

Parcel 8

Parcel 7
Hunsaker Property
302130021
84.14 ac

302130019
79.26 ac

Avenue 120



Legend

- Effluent Distribution Pipeline
- Roads
- Parculation Area
- Effluent Irrigation Area

0 1,500 3,000
 Feet

**Reclamation Area
 Wastewater
 Management Plan
 City of Porterville**

[Place on Your Letterhead]

Exhibit "C"

[Date]

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

Letter of Credit No.

Gentlemen:

This letter of credit is given to fulfill the requirements of that certain agreement entered into between the City of Porterville, hereinafter referred to as "City", and _____, hereinafter referred to as "Principal", covering Reclamation Area Lease by Principal in accordance with said agreement. Said agreement is attached hereto and made a part hereof by reference.

As required by said agreement, and for the purpose only, we hereby establish in favor of City and for account of our Irrevocable Letter of Credit No. _____, in the amount of _____ (6 months rent) to be paid by draft at sight of us if accompanied by the following documents:

City's written statement signed by the _____ or Mayor certifying that there has been loss; damage; or liability resulting from the Principal's performance, or non-performance, of his duty and obligation under said agreement, or from negligence, act, or omission of Principal or his agent, servants or employees, in the amount of the accompanying sight draft on us and the amount of this draft is, therefore, now due and payable.

It is agreed that the above funds are on deposit and guaranteed for payment and said funds shall become trust funds for the purposes set forth herein.

It is further agreed that if City should have to file suit to enforce the provisions of this letter of credit, the prevailing party shall be entitled to all court costs, including reasonable attorney's fees.

All drafts under this Letter of Credit shall be marked Irrevocable Letter of Credit No. _____.

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon presentation.

NAME OF BANK:

President

Vice President

Exhibit D – Reclamation Area Lease Request for Proposal

Exhibit D of the Executed Lease Agreement will contain the entire RFP and
Successful Bidders Proposal

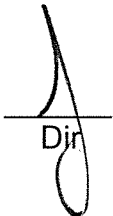
SUBJECT: GOVERNOR'S EXECUTIVE ORDER FOR CALIFORNIA DISASTER ASSISTANCE ACT FUNDING, AND THE PROVISION OF WATER AND SERVICE DELIVERY TO EAST PORTERVILLE RESIDENTS

SOURCE: Administration

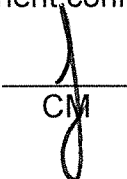
COMMENT: On Friday, September 19, 2014, Governor Brown issued Executive Order B-26-14, within which the Governor authorized funding through the California Disaster Assistance Act for the purpose of providing temporary water supplies to households without water for drinking and/or sanitation purposes. Under the Executive Order's funding authorization, which expires December 31, 2014, local agencies are eligible for reimbursement of up to seventy-five percent (75%) for appropriate expenses in providing assistance and support for drought-related activities, and non-profit organizations are eligible for one hundred percent (100%) reimbursement.

At its meeting on August 19th, the City Council authorized \$10,000 from its "Special Purposes Fund" to be used in support of providing non-potable water service delivery to County residents in the East Porterville area whose wells are dry and thus without residential water for sanitation purposes, in coordination with the Porterville Area Coordinating Council (PACC). To date, the PACC has currently placed sixty (60) 300-gallon water tanks at East Porterville residences, which is planned to increase to one hundred (100) by the end of October. Currently, City staff and a water truck deliver water to each residence with a tank once per week, which requires two full days to fill the tanks, and will require at least an additional day of delivery as the additional tanks are placed. By the end of October, it is anticipated that the Council's \$10,000 appropriation will have been expended, though up to \$7,500 is potentially reimbursable to the City under the Governor's Executive Order.

Given the Governor's Executive Order authorizing full reimbursement for non-profit organizations in support of drought-related activities, City staff has engaged PACC, as well as Community Services Employment Training (CSET) and Self-Help Enterprises (SHE), in assuming the responsibility for non-potable water deliveries beginning in November through the leasing of a water truck and the employment of delivery drivers. PACC has indicated that the organization is not considering taking on delivery, but would rather focus its efforts on making permanent connection to City water for eligible affected residences.


Din


App/Fund


CM

Item No. 28

Both CSET and SHE have expressed interest in assuming the responsibility for water delivery, though SHE has indicated that they would like to increase the size of the tanks from 300-gallons to 1,500-gallons, as well as pressurize the tanks to the residences as a more permanent solution for the residents. City staff has expressed its concerns about the increase in tank size as part of a permanent solution potentially impacting the City's overall water production and State conservation requirements, given the estimated 30,000 gallons of water delivered each week would increase to 150,000.

In support of drought assistance efforts, PACC has established a 5,000 gallon tank at the former lemon processing facility on the northeast corner of Date Avenue and Plano Street. PACC volunteers are assisting in filling private water receptacles at the location during the day, but have requested City assistance in providing Fire Department Reserve Firefighters during the evening hours to provide support, given the City could make a claim for reimbursement for up to 75%.

RECOMMENDATION: That the City Council consider the provision and delivery of water service to East Porterville county residents in reference to the Governor's Executive Order, as well as PACC's request for support of Fire Department Reserve Firefighters, and provide direction and authorization to staff as deemed appropriate.

ATTACHMENT: Governor Executive Order B-26-14

Executive Department
State of California

EXECUTIVE ORDER B-26-14

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS drought conditions have persisted for the last three years and the duration of this drought is unknown; and

WHEREAS many residents across the state who rely on domestic wells or very small water systems now live in homes that can no longer provide water for drinking or sanitation purposes due to declining groundwater supplies resulting from the drought; and

WHEREAS the shortage of water for drinking and sanitation purposes that many residents now face constitutes a threat to human health and safety; and

WHEREAS additional expedited actions are needed to reduce the harmful impacts from these water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

1. The Office of Emergency Services shall provide local government assistance as it deems appropriate for the purposes of providing temporary water supplies to households without water for drinking and/or sanitation purposes under the authority of the California Disaster Assistance Act, California Government Code section 8680 et seq. and California Code of Regulations, Title 19, section 2900 et seq.

2. The provisions of the Government Code and Public Contract Code applicable to state contracts and procurement, including but not limited to, advertising and competitive bidding requirements, are hereby waived for the sole purpose of allowing state agencies and departments to purchase water for the protection of health, safety, and the environment.

3. The provisions of California Penal Code section 396 prohibiting price gouging in times of emergency are hereby reinstated as of the date of this Order. The 30-day time period limitation under subsection (b) is hereby waived. For the purposes of calculating the price differential, the price of goods or services shall be compared to the price in effect as of the date of this Order.

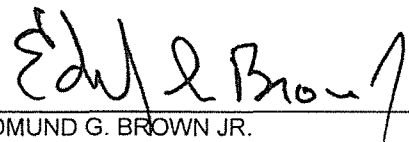
4. The State Water Resources Control Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research will assist local agencies with the identification of acute drinking water shortages in domestic water supplies, and will work with local agencies in implementing solutions to those water shortages. For any actions the listed state agencies take pursuant to this directive, for any actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and for any necessary permits to carry out those actions, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension will expire on December 31, 2014, except that actions started prior to that date shall not be subject to Division 13 for the time required to complete them.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 10th day of September 2014.





EDMUND G. BROWN JR.
Governor of California

ATTEST:


DEBRA BOWEN
Secretary of State



COUNCIL AGENDA: October 7, 2014

SUBJECT: CONSIDERATION OF CITY COUNCIL PROCEDURAL HANDBOOK

SOURCE: City Manager

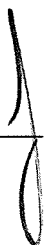
COMMENT: At its last meeting, City Councilmember Ward requested, and the City Council approved, the consideration of the City Council Procedural Handbook be scheduled for this meeting.

The prior City Council last revised the Handbook in October 2013, and given the recent seating of new members of Council, the Council may wish to review the Handbook for determining its own procedures and operations.

RECOMMENDATION: That the City Council consider the City Council Procedural Handbook, and adopt changes to the Handbook and/or provide direction to staff as deemed appropriate.

ATTACHMENT: City Council Procedural Handbook (Revised October 1, 2013)

C/M



Item No. 29

CITY COUNCIL PROCEDURAL HANDBOOK



Compiled by:
The Office of City Clerk
291 North Main Street
Porterville, CA 93257
Tel: (559) 782-7447
Fax: (559) 782-7452
www.ci.porterville.ca.us

Revised October 1, 2013

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PREAMBLE

The residents and businesses of the City of Porterville are entitled to have fair, ethical, and accountable local government. Such a government requires that:

- Public Officials comply with both the letter and spirit of the laws and policies affecting operations of the government;
- Public Officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

No part of this Handbook shall be interpreted so as to violate any federal or state law; a Council Member's Oath of Office; a Council Member's moral or ethical responsibilities; or the exercise of a Council Member's individual rights afforded him/her by the U.S. Constitution.

To this end, the City Council of the City of Porterville hereby approves of and affirms the above to encourage public confidence in the integrity of local government and its operations.

(Minute Order 21-070511, July 5, 2011.)



II. MEETINGS OF COUNCIL

The Council shall provide by ordinance the time and place of holding regular meetings and the manner in which special meetings may be called. Public interest and convenience shall be primary consideration when decisions are made as to time, location and frequency.

Except as otherwise provided by law, all meetings of the Council shall be open to the public.

A. REGULAR MEETINGS

1. Pursuant to Section 10 of the City Charter, Regular Meetings of the Porterville City Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall, 291 North Main Street, in the City. The Regular Meetings will commence at five thirty o'clock (5:30) P.M., with Closed Sessions commencing at five thirty o'clock (5:30) P.M., and Open Session commencing at six thirty o'clock (6:30) P.M. In the event that a regular meeting of the Council shall fall on a legal holiday, that regular meeting shall be held at the same place and time on the next succeeding working day, or as determined by Council. (*Ordinance 1766, August 17, 2010; M.O. 15-09181, September 18, 2012.*)
2. Following the mid-meeting break (around 9:00 p.m.) the Mayor, with assistance from the City Manager, will review the balance of the agenda with Council to discuss how it can be handled in the allowed time. If it is necessary to continue any items, it will be announced at that time.

B. ADJOURNED MEETINGS/STUDY SESSIONS (Open to the public)

1. The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants and the City Council regarding specific programs, projects or policies. If noticed, formal action may be taken at such a meeting.
2. Adjourned Meetings/Study Sessions will be held at a time and place convenient to Council and advantageous for public participation.
3. Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.

C. SPECIAL MEETINGS

1. Special meetings may be called by the Mayor or three members of the City Council. (*Gov. Code Section 54956*) Written notice of each special meeting must be given not less than twenty-four (24) hours before such meeting to each member of the City Council not joining the call.
2. Written notice must be given to the City Council and to the media 24 hours prior to each meeting. (*Gov. Code Section 54956*)
3. A supplemental telephone call shall be made if necessary to notify each Council Member.
4. No business other than that announced shall be discussed.
5. Any special meeting held at a place other than City Hall shall be open to the public. Notice requirements of the Brown Act shall be complied with for any such meetings; regular minutes shall be taken by the City Clerk and shall be available for public inspection.

D. ORDER OF BUSINESS:

Call to Order
Roll Call
Oral Communications
Closed Session(s)
Reconvene at 6:30 p.m.
Closed Session Report
Pledge of Allegiance
Invocation
Presentations/Proclamations
Reports (AB1234 Reports, Committee/Commission/Board Reports;
Subcommittee Reports; Information Items and Reports)
Oral Communications
Consent Calendar
 Approval of Minutes
 Claims Against the City
 Payment of Bills
 Payments on Public Works Projects
 Authorization to Purchase
 Authorization to Call for Bids
 Award of Bids
 Acceptance of Projects

Acceptance of Dedications/Property
Approval of Final Tract Maps
Annexations
Requests for City Services
Reports
Other Routine Matters
Public Hearings
Second Reading of Ordinances
Scheduled Matters
Oral Communications (on any matter of interest)
Council Comments
Adjournment
(Resolution 101-2010, August 17, 2010, attached as Appendix A.)

E. CONSENT ITEMS

1. Consent items are the first items on the open session portion of the agenda (items that are routine, have been discussed before, relate to implementation of approved budget items, or to City operations or item to be later set for public hearing).
2. Any item removed from the Consent Calendar shall be considered immediately after the last Scheduled Matter on the agenda and immediately before the Second Oral Communications. *(M.O. 16-091812, September 18, 2012.)*



III. MEETING PROCEDURES

A. PRESIDING OFFICER

1. The Mayor is the Presiding Officer and acts as Chair at Council meetings.
2. In the absence or incapacity of the Mayor, the Vice Mayor as Mayor Pro Tempore will serve as Presiding Officer. In the absence of both the Mayor and Vice Mayor, the Council Members present shall select one of their number to serve as Presiding Officer for that meeting. *(Amended via Minute Order 08-071911, July 19, 2011.)*

3. Seating arrangement of the Council:

Seating arrangements shall be at Council discretion with preference being given to health conditions, seniority, individual Council Member preferences, and the Mayor's preference, in that order. *(Amended via Minute Order 08-071911, July 19, 2011.)*

4. Signing of City Documents:

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor may sign the required documents. *(Amended via Minute Order 08-071911, July 19, 2011.)*

B. QUORUM

A majority of the Council Members shall constitute a quorum for the transaction of business. *(City Charter)*

C. DISCUSSION RULES

1. Obtaining the floor:
 - a. A member of the City Council, staff, or public shall first address the Presiding Officer and gain recognition.

- b. Comments and questions shall be limited to the issue before Council except when members of the public are addressing the Council under Oral Communications.
 - c. Council shall require a motion and a second prior to any discussion of an agenda item. (*Minute Order 17-091812, September 18, 2012.*)
 - d. Cross-exchange between Council Members, staff or public shall be avoided.
 - e. Any citizen may arise and address the City Council on any business especially concerning them or affecting their interests during Oral Communications, but preference will be given to those who have first presented matters in the form of a written communication or who have personally notified the presiding officer of their desire to speak.
 - f. Any member or other person using profane, vulgar, loud or boisterous language at any meeting, or otherwise interrupting the proceedings, who refuses to be seated or keep quiet when ordered to do so by the Mayor or Mayor Pro Tem of the City Council, shall be guilty of a misdemeanor. It shall be the duty of the Chief of Police, upon order of the presiding officer, to eject any such member or person from the council room. (*Ordinance 1537*)
2. Questions to staff:
- A Council Member shall, after recognition by the Presiding Officer, address questions to duly designated staff members through the City Manager.
3. Interruptions:
- a. Once recognized, a Council Member shall not be interrupted while speaking except to make a point of order or personal privilege.
 - b. If a Council Member is called to order while speaking, the individual shall cease speaking until the question of order is determined.
 - c. Upon being recognized by the Presiding Officer, members of staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.



IV. COUNCIL REQUESTS FROM THE PUBLIC

A. Response to Letters from the Public

Periodically Council Members receive letters requesting their response. If a Council Member wishes to answer the letter, the matter can be handled in either of three ways:

1. The Council Member can give the letter to the City Manager's Secretary along with direction on how they wish their response to be worded. The City Manager's staff will then prepare the letter on City Council stationery and forward it to the appropriate Council Member for approval and signature. Copies of both letters are kept on file in the City Manager's Office, and copies are available upon request.
2. If the letter requires specific information or details only available from another City Department, the City Manager may refer the letter to the appropriate Department Head for response by them or their designee. Copies of the letters will then be forwarded to the City Manager's Office for filing.
3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. Copies of all such letters on City Letterhead shall be provided to all other Council members, and the letter shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager's staff for filing.

If a Council Member receives an informational item and wants a copy to be given to the other Council Members and the City Manager or other Directors, the item should be given to the City Manager's staff and copies will be made and sent out.

B. Referrals to Council agenda

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:

1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication (however, the request must be stated on the agenda face sheet for Council to be able to act on it at the meeting); or
2. Upon research, the request may be determined to be a violation of City, State or Federal law, policy, or previous Council determination, in which case an appropriate response as to why the matter can not be heard will be provided to the requesting party.

Correspondence requesting that an item be acted upon, or considered, by the City Council, which is received directly by the City Manager, is handled in either of two ways:

1. The City Manager shall place any routine and/or legitimate written request under written communications*, or have a staff report prepared if time permits, for the next City Council agenda; or
2. The City Manager shall place any request which has already been acted upon by Council, cannot legally be accomplished, or which has a potential for litigation, in an Administrative Memorandum.

C. Telephone Calls

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager's Office. The City Manager's staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see X-D (3)].

D. Personal Meetings

Council Members who wish to meet with their constituents may use various rooms at City Hall. The Council Member should call the City Manager's Secretary as soon as they know a room is needed so that it can be reserved for their use. No more than two Council Members may attend a meeting to discuss City matters without the meeting becoming a public meeting and therefore falling under the requirements of the Brown Act Open Meeting Laws.

E. Personal Correspondence

Council Members who wish to send their own correspondence using City stationery shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. Copies of all such letters on City Letterhead shall be provided to all other Council members. Letterhead stationary is available upon request from the City Manager's secretary, and if the Council Member wishes to have a copy of their letter in their file, they should submit a copy to the City Manager's staff for filing.

F. Proclamation Approval Process

All Proclamations must be submitted at least 72 hours before noon on the Thursday before the next City Council Meeting to be considered for approval by the City Council. All received proclamations are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted proclamations. Proclamations receiving one sponsor will be placed on the next Council agenda as a Consent Calendar item. Those not receiving a sponsor will be disregarded. If multiple sponsors are received, the first Council Member to respond will be deemed the proclamation's sponsor. (*M.O. 13-100113, October 1, 2013.*)



V. COUNCIL MEMBER REQUESTS TO STAFF

A. General Information

All City Council Member requests for information or documents shall be referred through the City Manager. Any Department Head who receives a direct request from a Council Member shall submit the request, including the name of the requesting Council Member, to the City Manager.

B. Research

All City Council Member requests for information or documents which require extensive research, in the opinion of the City Manager, shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council, upon completion of the research, the information or documents will be forwarded to the City Council Members by the City Manager. *(Amended via Minute Order 08-071911, July 19, 2011.)*

C. Items for inclusion in Council Agenda

The City Manager shall compile the agenda for each meeting and shall include as agenda items, business in the normal course of City affairs, including but not limited to staff proposals to improve services, support the economy and land use, and enhance the efficiency and effectiveness of the City organization, items relating to current, past, and proposed City contracts, leases, franchises, agreements and similar documents, and matters affecting future or proposed City equipment and property, items relating to City employees, agents and contractors, and such other matters as are defined in this handbook or otherwise directed by the City Council.

All City Council Member requests for an item to be placed on the Council agenda should be referred to the City Manager. Pursuant to Minute Order No. 11-022096, such request shall be submitted prior to Monday noon of the week before the Council meeting in order to be placed on the next regularly scheduled meeting.

The City Manager shall place any Council Member request for an agenda item on the next available agenda as a Consent Calendar item for Council approval to be included as a Scheduled Matter on the next available agenda. This does not prevent any Council Member from moving to place an item on the next available agenda during Other Matters of the current agenda. *(Amended via Minute Order 08-071911, July 19, 2011.)*



VI. COUNCIL AGENDA

A. Preparation:

Each Department Head submits agenda items regarding their Department to the City Manager for approval. Upon the City Manager's approval, the items are returned to the appropriate department for copying and collation.

The City Council meeting agendas are prepared on the Thursday prior to the Tuesday meeting. Any questions regarding whether items have been scheduled for consideration at a particular meeting may be directed to the Chief Deputy City Clerk and/or Deputy City Clerk.

B. Deadlines:

The deadlines for the agenda are the Monday preceding the Thursday preparation day. Public hearing items, scheduled matter items, Consent calendar items, and written communications must be submitted by the Monday deadline. The deadline for a Council member request for any item shall be Monday noon preceding the Thursday preparation day.

C. Delivery:

Agendas will be delivered to Council on the Thursday prior to the Tuesday meeting. The agenda shall include a complete copy of the agenda on compact disc suitable for loading on a laptop computer, with provisions for annotating materials with the use of a suitable Acrobat Reader. No items, or additional materials, shall be delivered after the initial delivery to Council on Thursday, except in the instance of a designated emergency item.

Council agendas shall be delivered to the Council Member's home or business, as requested. If no one is available to receive the agenda, the agenda shall be left in an area designated by the Council Member, unless other arrangements have been previously made with the City Clerk's staff. [See X(D)(1)(2).]

The agendas for staff, public and the news media are available after Council receives their agendas, usually on Friday.



VII. THE RALPH M. BROWN ACT

The Ralph M. Brown Act (California Government Code ' 54950 et seq.) governs meetings conducted by local legislative bodies such as city councils, boards of supervisors, special districts, and school boards. The Act represents the State Legislature's determination of how the balance should be struck between the public access to meetings of multi-member public bodies on one hand, and the need for confidential candor, debate, and information gathering on the other.

The Act contains specific exceptions from the open meeting requirements where government has a demonstrated need for confidentiality. Where matters are not subject to a closed meeting exception, the Act has been interpreted to mean that all of the deliberative processes by legislative bodies, including discussion, debate and the acquisition of information, be open and available for public scrutiny.

Meetings are defined as any gathering of a quorum of a legislative body (which includes newly elected but unsworn members of the body) to discuss or transact business under the body's jurisdiction and serial meetings are prohibited. Exemptions are individual contacts between board members and others which do not constitute serial meetings, attendance at conferences and meetings which are open to the public so long as legislative bodies do not discuss amongst themselves business of a specific nature under the body's jurisdiction, and attendance at social or ceremonial events where no business of the body is discussed.

The Act requires that notices of regular meetings must be posted at least seventy-two (72) hours prior to the meeting, and twenty-four (24) hour notice must be provided to members of the legislative body and media outlets for special meetings.

A user's guide to the Ralph M. Brown Act is provided to Council Members for their information. If a Council Member has a specific question which does not seem to be covered in the guide, the Council Member should contact the City Attorney for a legal opinion.



VIII. TRAVEL, MEETINGS AND EXPENSES

This policy would satisfy the requirements of California Government Code §§ 53232.2 and 53233.3 in the event such requirements could be constitutionally applied to charter cities.

The City Manager, or his staff, will notify the City Council Members about any League of California Cities' Conferences, Redevelopment Conferences, Committee meetings, and/or local meetings that may be of interest to the Council. If a Council Member is interested in attending any such meeting, the following procedures should be followed:

A. Requests for Reservations:

When a City Council Member wishes to attend a conference or meeting, he/she should contact the City Manager's office and indicate the following:

1. The date(s) of the conference or meeting;
2. If the Council Member will be accompanied by anyone else, i.e. spouse, child;
3. Any personal preferences for hotel reservations, such as smoking or non-smoking, king or double beds, etc.; and
4. Whether special travel arrangements need to be made, i.e. airplane tickets, ride-sharing, etc.

A disbursement will then be prepared and the payment for the conference or meeting will be forwarded, and, if applicable, the hotel will be contacted to make the appropriate reservations. When making hotel reservations to attend a conference or meeting, a request for a room sales tax waiver shall be made on behalf of the applicable Council member. If a prior room reservation request is not made, the Council member shall request a room sales tax waiver prior to payment for a room.

For lodging in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question, if such rates are available at the time of booking. If the group rate is not available, government rates must be used when available. Lodging rates that are equal or less than the government rates are presumed to be reasonable and allowed per this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence allowed.

B. Travel and Expense Form:

A Travel and Expense Form will then be prepared for the Council Member which indicates the following:

1. The amount of money to be issued to the traveler as per diem*; and
2. Mileage expense* (if a personal vehicle is used for travel and cost is paid in advance).

** Amount set in Administrative Policy Manual Sec. II-E-1, Travel & Conference Expenses. In regard to the per diem amount, if payments for expenses are made in advance pursuant to the specified per diem amounts, the disbursement shall not be considered to be reimbursable expense under AB 1234.*

The Council Member will then be issued a packet of materials several days prior to the meeting which contains the following:

1. A check for per diem and mileage;
2. Confirmation notification and informational materials regarding the conference;
3. Confirmation notification for any hotel reservations; and
4. A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

The Council Member shall then bring the receipt for the hotel charges to the City Manager's staff upon his/her return, together with the credit card, and any refund due the City. The Council Member shall sign the original Travel and Expense Form at that time, which shall then be filed with the Finance Department for final processing.

If a refund is due the Council Member, a check will be issued by the Finance Department and then distributed to the Council Member.

D. Eligibility:

The City shall pay for any Council Member to attend any meetings or conferences of their choice, as approved or ratified by the City Council. A Council Member may request mileage and other expenses associated with attending meetings of boards, commissions, committees, or other groups to which the Council Member has been elected, appointed, or designated to attend by the City Council without further approval or ratification. When accompanied by a spouse, significant other, and/or one or more children, the Council Member shall pay for expenses incurred above that which would otherwise have been paid for the Council Member. Any charge placed on a City credit card for someone other than a Council Member shall also be considered a refund due

the City, payable within 10 days of the receipt of the charges. (*Amended via Minute Order 18-091812, September 18, 2012.*)

E. Event Tickets :

1. City and/or City-Sponsored Events:
A Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets. (*Resolution 99-2012, October 2, 2012.*)
2. Non-City Sponsored Events:
The use of City funds to purchase tickets to community events are restricted to the Mayor and Vice-Mayor only. (*Minute Order 11-120412, December 4, 2012.*)



IX. CONFLICT OF INTEREST

A. City Council Members Filing Requirements

City Council Members are under the provisions of the Political Reform Act (Gov. Code, Section 81000 et seq. known as "the Act") as enforced by the Fair Political Practices Commission. The Act applies to campaign contributions requirements, as well as matters of conflict of interest while in office.

1. Disclosure of Economic Interests:

City Council Members must file assuming office and leaving office statements, as well as annual statements while in office. The statements basically require the disclosure of the following information:

- Investments or interests in real property and its fair market value;
- Income, and the name and address of each source of income aggregating five hundred dollars (\$500) or more, or fifty (\$50) or more if a gift, and a general description of the business activity, if any of each source;
- Interests in real property held by a business entity or trust;
- Loans, and its annual interest rate and the security, if any, given for the loan;

2. Disqualification of Participation (Conflict of Interest):

A Council Member shall not make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. This might include decisions which affect property within up to 500 feet of the subject property in which the Council Member has an interest.

A financial interest in a decision, within the meaning of Section 87100 of the Act, is if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the Council Member or:

- A member of his or her immediate family;

- A business entity in which the Council Member has a direct or indirect investment worth \$2000 or more;
- Any real property in which the Council Member has a direct or indirect interest worth \$2,000 or more;
- Any source of income, other than gifts or commercial lending institutes loans, aggregating \$500 or more received or promised to the City Council Member within twelve months prior to the time when the decision is made;
- Any business entity in which the City Council Member is a director, partner, trustee, employee, or holds any position of management;
- Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating \$420 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

Indirect investment or interest means any investments or interest owned by the spouse or dependent child of a City Council Member, by an agent on behalf of a Council Member, or by a business entity or trust in which the Council Member, the Council Member's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

Section 87100 of the Act does not prevent any Council Member from making or participating in the making of a governmental decision to the extent his participation is legally required for the action or decision to be made. The fact that a Council Member's vote is needed to break a tie does not make his participation legally required for purposes of this section.

Pursuant to Section 87105 of the Act, a public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

- a. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

- b. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.
- c. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
- d. Notwithstanding paragraph (3), a public official may speak on the issue during the time that the general public speaks on the issue.

B. Other Agencies:

Whenever a Council Member is required to file a Statement of Economic Interest for an outside agency, the Deputy City Clerk will provide the correct form, and using the Statement of Economic Interest Form 700 filed in the City Clerk's Office for the City of Porterville, prepare a duplicate statement for signature, and forward the appropriate form to the requesting agency.

C. Redevelopment Agency Filing Requirements:

Upon assuming office, a City Council Member will also serve as a Redevelopment Agency Member. As an Agency Member, they must file a Conflict of Interest statement for the Porterville Redevelopment Project area. After assuming office, an Agency Member may not acquire any property within the Redevelopment Project area. If prior interests exist within the Project area, the Agency Member must disqualify themselves from any action taken which would constitute a benefit to them.

D. City of Porterville Conflict of Interest Code:

Certain designated City employees are also required to file conflict of interest forms under the provisions of the Political Reform Act Code, Sections 87100-87500 et seq. The City of Porterville Conflict of Interest Code was adopted by the City Council and is reviewed biennially to make sure it is kept current.

If Council Members have a question on whether an interest they have is sufficient for disqualification, they should contact the Fair Political Practices Commission at (866) 275-3772, or <http://www.fppc.ca.gov>, for a ruling or opinion.



X. GENERAL ITEMS

A. Different Hats

Members of the City Council also serve as the governing bodies for the following local agencies:

1. Redevelopment Agency
2. Industrial Development Authority
3. Public Financing Authority
4. Public Improvement Corporation
5. Planning Commission
6. Conflicts and Disclosure Monitor Agency

B. Compensation

As stated in the City Charter, Section 9, City Council Members shall receive \$20 per Council meeting, \$25 per Council meeting for the Mayor, with a maximum of seven paid Council meetings per month.

Redevelopment Agency Members shall receive \$30 per Redevelopment meeting. Council Members receive no benefits other than the amounts per meeting stated above.

C. Issuance of Laptop Computers to Council Members

A Wireless Communications Policy for the laptop computers is being developed as set forth in Minute Order 14-090605. (*See Appendix D*)

D. Direction to Support Staff:

Upon assuming office, Council Members should notify the City Manager's staff regarding the following items:

1. Where to deliver Council agendas and Administrative Reports and Memorandums, i.e. home or business.
2. Where to leave Council agendas if the business is closed and/or if no one is home, i.e. City Manager's Office Council mail box, front porch, back door, etc.
3. How to direct citizens who wish to speak to Council Members, i.e. take a message, give out home telephone numbers, give out business telephone numbers, etc.

E. City Attorney

The City Attorney is the legal advisor of the City Council, and all other City officials. The City Attorney shall prosecute all violations of City ordinances and shall draft all contracts and other legal documents and instruments, required by the Council or the City Manager. The City Attorney shall perform such other legal services as the Council may direct and shall attend all meetings of the Council unless excused therefrom by three members or by the Mayor.

The types of questions referred to the City Attorney are as follows:

1. Generally whether a conflict of interest exists for a Council Member and whether they should abstain from voting on a specific matter.

Please note: Any advice received from the City Attorney relating to Conflicts of Interests is informal only and not binding; the Council Member must seek and obtain a formal written opinion from the FPPC in order to be afforded any statutory immunities.

2. Whether an issue has a legal standing, and what type of action would be appropriate.
3. Legal recommendations for matters of litigation.

F. Annual City Manager/City Attorney Evaluations

The City Council shall provide for annual evaluations for the City Manager and the City Attorney. A standardized evaluation form shall be used which shall address the areas of importance as set forth by the City Council. (*See Appendix C.*)

G. Response to President/Governor Directives

Directives issued by the President of the United States and/or Governor of the State of California shall not be considered a mandatory directive to the City of Porterville except as authorized and/or approved by the City Council. The one exception to this rule is that flags on City buildings shall be flown at half mast upon orders by the President, Governor and/or Mayor, or by majority approval of the City Council.



APPENDICES

- A. Resolution 101-2010, Order of Business
- B. Resolution 99-2012, Ticket Policy
- C. Annual City Manager/City Attorney Evaluation Forms
- D. Laptop Computer and Cell Phone Policy (to be attached upon adoption)
- E. Email Retention Policy (to be attached upon adoption)

RESOLUTION NO. 101 -2010

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE RESCINDING RESOLUTION 72-2005
AND ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED
AT REGULAR MEETINGS OF THE CITY COUNCIL

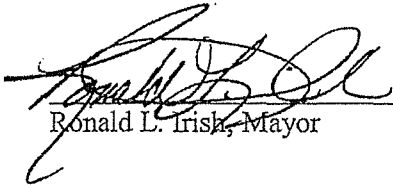
BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 72-2005 is herein rescinded.

BE IT FURTHER RESOLVED that the following is the order of business to be followed in conducting the regular meetings of the City Council:

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- PROCLAMATIONS/PRESENTATIONS
- REPORTS (AB1234 Reports, Committee/Commission/Board Reports; Subcommittee Reports; Information Items and Reports)
- ORAL COMMUNICATIONS (on any matter of interest)
- CONSENT CALENDAR -- to include:
 - Approval of Minutes
 - Claims Against the City
 - Payment of Bills
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Dedications/Property
 - Approval of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS
- SCHEDULED MATTERS

- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

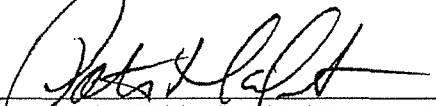
PASSED, APPROVED AND ADOPTED this 17th day of August, 2010.



Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

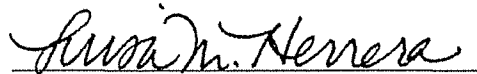
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 17th day of August, 2010.

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

Council:	MCCRACKEN	HAMILTON	IRISH	SHELTON	WARD
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa Herrera, Deputy City Clerk

RESOLUTION NO. 99 -2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ESTABLISHING A POLICY CONCERNING THE
ACCEPTANCE OF TICKETS BY COUNCIL MEMBERS TO CITY OR
CITY-SPONSORED EVENTS


WHEREAS, at its regular meeting of September 18th, 2012, the City Council of the City of Porterville authorized the drafting of a policy limiting the acceptance of tickets by City Council Members to City and City-sponsored events;

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

SECTION 1. The City Council hereby establishes a policy as follows: a Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets.

SECTION 2. This resolution establishing the above policy shall be attached as an appendix to the City Council Procedural Handbook.

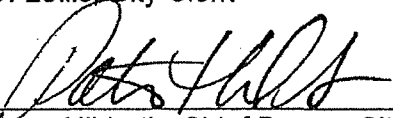
PASSED, APPROVED AND ADOPTED this 2nd day of October, 2012.



Virginia Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

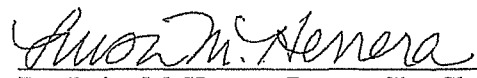
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 2nd day of October, 2012.

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

Council:	WARD	McCRACKEN	GURROLA	SHELTON	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Herrera, Deputy City Clerk

**CITY MANAGER
PERFORMANCE EVALUATION
CITY OF PORTERVILLE
(January 1 – December 31, 2013)**

	<u>WEAK</u>			<u>STRONG</u>	
A. Providing Information					
1. Does the City Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do you feel that you receive information on an equal basis with other Council members?	1	2	3	4	5
3. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Are agenda items and supporting documents appropriate and brought to Council in sufficient time for deliberations?	1	2	3	4	5
5. Does the City Manager regularly consult with the Council before setting the agenda to determine appropriate topics and timing?	1	2	3	4	5
6. Does the City Manager follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5
7. Are Council packets relatively free of errors and omissions?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Providing Advice					
1. Does the City Manager have adequate knowledge of municipal affairs?	1	2	3	4	5
2. Does he exercise good judgment?	1	2	3	4	5
3. Do you feel that the City Manager considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Manager plan ahead, anticipate needs and recognize potential problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5
6. Does he have a good sense of timing in bringing issues to the Council for action?	1	2	3	4	5
Average score					

INTERNAL ADMINISTRATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Financial Management					
1. Are you comfortable with the City Manager's approach to budget preparation and review?	1	2	3	4	5
2. Is the City Manager effective in controlling costs through economical utilization of manpower, materials, and equipment?	1	2	3	4	5
3. Does the City Manager have sufficient knowledge of financial matters?	1	2	3	4	5
4. Does the City Manager provide you with sufficient information on the financial status of the City government?	1	2	3	4	5
5. Is the budget submitted on time?	1	2	3	4	5
Average score					

	<u>WEAK</u>		<u>STRONG</u>		
B. Personnel Management					
1. Is the City Manager successful in guiding people so that they work together as a team toward common objectives?	1	2	3	4	5
2. Is the City Manager effective in selection and placing personnel?	1	2	3	4	5
3. Does the City Manager develop and motivate personnel so that they are increasingly effective in performing their duties?	1	2	3	4	5
4. Is the City Manager willing to face up to disciplinary problems and take action when warranted?	1	2	3	4	5
5. Is the City Manager effective in promoting positive employer-employee relations?	1	2	3	4	5
6. Does the City Manager respond to Council suggestions on employee training, work priorities and productivity? Are the decisions explained to Council?	1	2	3	4	5
7. Is the City Manager effective on assuring that staff makes a positive impression on citizens?	1	2	3	4	5
8. Does the City Manager ensure that every City employee receives a written annual performance review?	1	2	3	4	5
Average score					

	<u>WEAK</u>		<u>STRONG</u>		
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Manager organize or assign work so that it is performed efficiently and effectively?	1	2	3	4	5
3. Does the City Manager pay sufficient attention to detail to avoid error or things "slipping through the cracks"?	1	2	3	4	5
4. Does the City Manager put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
5. Does the City Manager have a good sense of priorities in the way he spends his time on the job?	1	2	3	4	5
6. Is the City Manager able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
7. Does the City Manager develop and carry out short- and long-term action plans?	1	2	3	4	5
Average score					

EXTERNAL RELATIONS

	<u>WEAK</u>		<u>STRONG</u>		
A. Citizen Relations					
1. Does the City Manager generally make a positive impression on citizens and is he respected in Porterville?	1	2	3	4	5
2. Is he effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Manager have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Manager represent Council positions and policies accurately and effectively?	1	2	3	4	5
5. Does the City Manager give sufficient credit to Council?	1	2	3	4	5
6. Does the City Manager think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5
Average score					

	<u>WEAK</u>		<u>STRONG</u>		
B. Intergovernmental Relations					
1. Is the City Manager effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
2. Does the City Manager participate in enough intergovernmental activity to have an impact on behalf of the City?	1	2	3	4	5
Average score					

PERSONAL CHARACTERISTICS

	<u>WEAK</u>			<u>STRONG</u>	
A. Personality					
1. Is the City Manager's personality suited to effective performance of his duties?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Communications					
1. Is the City Manager easy to talk to?	1	2	3	4	5
2. Do you feel he is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Manager show sensitivity to the concerns of others?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
C. Management Style					
1. Does the City Manager demonstrate interest and enthusiasm in performing his duties?	1	2	3	4	5
2. Does he have sufficient leadership characteristics to command respect and good performance from employees?	1	2	3	4	5
3. Does the City Manager show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
4. Is the City Manager open to new ideas and suggestions for change?	1	2	3	4	5
5. Does the City Manager create an atmosphere in which employees can enjoy working for the City?	1	2	3	4	5

6. Is the City Manager honest and ethical?	1	2	3	4	5
7. Does the City Manager work well under pressure?	1	2	3	4	5
8. Is the City Manager able to change his approach to fit new situations?	1	2	3	4	5
9. Can the City Manager consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5
Average score					

ACHIEVEMENTS

List the top three achievements or strong points of the City Manager for the past twelve (12) months:
1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Manager that you feel are the most important targets for this year:
1.
2.
3.

TOTAL OVER ALL SCORE

	<u>WEAK</u>			<u>STRONG</u>	
OVERALL RATING	1	2	3	4	5
Date: _____					

Cameron Hamilton, Mayor

Brian Ward, Vice Mayor

Pete V. McCracken, Council Member

Virginia Gurrola, Council Member

Greg Shelton, Council Member

**CITY ATTORNEY
PERFORMANCE EVALUATION
CITY OF PORTERVILLE
(January 1 – December 31, 20__)**

	<u>WEAK</u>		<u>STRONG</u>		
A. Providing Information					
1. Does the City Attorney keep you informed, in a timely manner, of the legal issues affecting the City?	1	2	3	4	5
2. Does the City Attorney demonstrate initiative and resourcefulness in identifying legal problems, and advising and recommending resolutions?	1	2	3	4	5
3. Do reports/memoranda from the City Attorney provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Do the legal solutions that are developed appropriately address the issues to be resolved?	1	2	3	4	5
5. Does the City Attorney follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5
Average score					

	<u>WEAK</u>		<u>STRONG</u>		
B. Providing Advice					
1. Does the City Attorney have adequate knowledge of municipal legal affairs?	1	2	3	4	5
2. Does he/she exercise good judgment?	1	2	3	4	5
3. Do you feel that the City Attorney considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Attorney plan ahead, anticipate needs and recognize potential legal problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5
Average score					

	<u>WEAK</u>		<u>STRONG</u>		
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Attorney pay sufficient attention to detail to avoid error or things "slipping through the cracks"?	1	2	3	4	5
3. Does the City Attorney put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
4. Does the City Attorney have a good sense of priorities in the way he/she spends his/her time on the job?	1	2	3	4	5
5. Is the City Attorney able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
6. Does the City Attorney perform well under pressure?	1	2	3	4	5
7. When work is delegated to staff/deputy attorneys, is the project/issue handled appropriately?	1	2	3	4	5
Average score					

EXTERNAL RELATIONS

	<u>WEAK</u>		<u>STRONG</u>		
A. Citizen Relations					
1. Does the City Attorney generally make a positive impression on citizens and is he/she respected in Porterville?	1	2	3	4	5
2. Is he/she effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Attorney have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Attorney think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Intergovernmental Relations					
1. Is the City Attorney effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
Average score					

PERSONAL CHARACTERISTICS

	<u>WEAK</u>			<u>STRONG</u>	
A. Personality					
1. Is the City Attorney's personality suited to effective performance of his/her duties?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Communications					
1. Is the City Attorney easy to talk to?	1	2	3	4	5
2. Do you feel he/she is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Attorney show sensitivity to the concerns of others?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
C. Management Style					
1. Does the City Attorney demonstrate interest and enthusiasm in performing his/her duties?	1	2	3	4	5
2. Does the City Attorney show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
3. Is the City Attorney honest and ethical?	1	2	3	4	5
4. Does the City Attorney work well under pressure?	1	2	3	4	5

5. Is the City Attorney able to change his/her approach to fit new situations?	1	2	3	4	5
6. Can the City Attorney consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5
Average score					

ACHIEVEMENTS

List the top three achievements or strong points of the City Attorney for the past twelve (12) months:
1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Attorney that you feel are the most important targets for this year:
1.
2.
3.

TOTAL OVER ALL SCORE

	<u>WEAK</u>			<u>STRONG</u>	
OVERALL RATING	1	2	3	4	5
<i>Date:</i>					

Cameron Hamilton, Mayor

Brian Ward, Vice Mayor

Pete V. McCracken, Council Member

Virginia Gurrola, Council Member

Greg Shelton, Council Member