

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 16, 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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; and all Unrepresented Management Employees.
 - 2** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, et al., United States District Court, Eastern District of California, Case No. 12:-CV-01239-LJO-BAM.
 - 3** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case in which facts are not yet known to potential plaintiff.
 - 4** - Government Code Section 54957 – Public Employee Performance Evaluation - Title: City Manager
 - 5** - Government Code Section 54957 – Public Employee Performance Evaluation - Title: City Attorney
 - 6** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Stowe. Unrepresented Employee – City Manager
 - 7** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Stowe. Unrepresented Employee – City Attorney

**6:30 P.M. RECONVENE OPEN SESSION AND
REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION**

Pledge of Allegiance Led by Council Member Gurrola
Invocation

PRESENTATIONS

Employee of the Month – Maria Medina

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG): December 8, 2014
2. Local Agency Formation Committee (LAFCO): December 3, 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 – December 4, 2014
 2. Library & Literacy Commission – December 9, 2014
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission – December 8, 2014
 6. Transactions and Use Tax Oversight Committee (TUTOC)

- II. Staff Informational Reports
 1. Water Conservation Phase II, Water System Status

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 Advertise for Bids – Miscellaneous Repair of the Downtown Parking Lots**
Re: Considering approval of staff's Plans and Project Manual for the project consisting of the reconstruction of portions of the existing parking lots located on the northwest corner of Olive Avenue and Second Street, the southwest corner of Second Street and Mill Avenue, the northwest corner of Second Street and Putnam Avenue, and the northeast corner of Putnam Avenue and Hockett Street; and authorization to negotiate construction surveying services.

2. **Award of Contract – Newcomb Street Shoulder Stabilization Project**
Re: Considering awarding a contract in the amount of \$788,034.50 to Dawson-Mauldin Construction for the project consisting 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.

3. **Authorization of Additional Funding for Fiber Installation**
Re: Considering approval of a "not to exceed" \$17,768.73 contract to GA Technical Services, Inc. for the purchase, installation and termination of a 12-strand fiber optic cable from the downtown transit center to the City's main data center.

4. **Request for Approval of the Telecommunications and Network Upgrade Lease Agreement with TelePacific and the Support Contract with Global CTI**
Re: Considering approval of an upgrade of the City's telecommunications system and a 60-month lease agreement with TelePacific Communications at a monthly lease of \$5,181.08 inclusive of costs for ShoreTel IP equipment; and approval of a 1-year support agreement with Global CTI for \$5,992, renewable annually for up to 5 years.
5. **Approval of License Agreement Between the City of Porterville and Community Services Employment Training**
Re: Considering approval of the Santa Fe Depot usage license with CSET for a term of five years.
6. **A Resolution Approving the Application for the Tire-Derived Product Grant**
Re: Considering adoption of a resolution approving the grant application for the replacement of playground surfacing at Zalud Park, Veterans Park, and both playgrounds at Murry Park.
7. **2014 HSGP (Homeland Security Grant Program)**
Re: Considering acceptance of the 2014 Homeland Security Grant Award in the amount of \$32,952.
8. **Assignment of Airport Lease – Lot 38**
Re: Considering approval of the Assignment of Lease for Lot No. 38 at the Porterville Airport from Lighten Up Aviation LLC to Raymond Broad and Dernie Waikiki.
9. **Revised Christmas Eve Library Hours**
Re: Considering approval of the closing of the City Library at 5:30 p.m. on Tuesday, December 24, 2014.
10. **Amendment to Employee Pay and Benefit Plan – Unrepresented Safety and Miscellaneous Management Employees**
Re: Considering approval of a resolution amending the Employee Pay and Benefit Plan for employees holding positions designated in the Executive Management group

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

PUBLIC HEARINGS

11. **Construction of Concrete Improvements – W. North Grand Avenue Reconstruction Project (Newcomb Street to Prospect Street)**
Re: Public Hearing regarding the proposed construction of concrete improvements, and considering authorization to schedule a public hearing prior to the establishment of a fee for said improvements.
12. **Fees Related to Annexations and Extraterritorial Service Agreements**
Re: Considering approval of a resolution adopting fees related to annexations and extension of municipal services.

13. Resolution of Necessity Pertaining to the Acquisition of a Portion of Property Located at APN #261-020-010, Owner Lynda Mourton, for Proposed Walking and Riding Trail for the Tule River Parkway Master Plan Project, Phase III

Re: Considering approval of a Resolution of Necessity finding that the public interest and necessity require the project described above, that the project is planned or located in the manner that will be most compatible with the greatest public good and least private injury, and that the property sought to be acquired is necessary for the project.

SECOND READINGS

14. Ordinance 1819, Zone Change (PRC 2014-026-GZ)

Re: Second Reading of Ordinance No. 1819, An Ordinance of the City Council of the City of Porterville Approving Zone Change (PRC 2014-026-GZ) from CN (Neighborhood Commercial) and RM-2 (Medium Density Residential) to CR (Retail Centers) for the 1.3± acre site located at the southwest corner of Henderson Avenue and Newcomb Street, which was given first reading on December 2, 2014, and has been printed.

15. Ordinance 1820, Mobile Businesses, Itinerant Vendors and Yard Sales

Re: Second Reading of Ordinance No. 1820, An Ordinance of the City Council of the City of Porterville Amending Chapter 21, Section 301.09 of the Porterville Municipal Code Concerning Mobile Businesses, Amending Chapter 15, Section 15-1 of the Porterville Municipal Code Concerning Definitions of Itinerant Vendors, and Amending Chapter 21, Section 301.21 of the Porterville Municipal Code Concerning Yard Sale Signage, which was given first reading on December 2, 2014, and has been printed.

SCHEDULED MATTERS

16. Award of Contract – W. North Grand Avenue Reconstruction Project (Newcomb Street to Prospect Street)

Re: Considering awarding a contract in the amount of \$1,133,650.40 to MAC General Engineering for the project consisting of the reconstruction of W. North Grand Avenue to collector standards between Newcomb Street and Prospect Street, and an additional six hundred feet west of the Newcomb Street and North Grand intersection.

17. Consideration of Appointments to the Transit Advisory Committee

Re: Considering the appointment of individuals to the Transit Advisory Committee.

18. Issues Related to Implementation of Cargo Containers Regulations

Re: Consideration of the implementation of cargo container regulations for those previously “approved” for placement.

19. Authorization to Negotiate Lease of Property

Re: Considering authorization to negotiate the lease of suite eight and the joint use of suite seven in Centennial Plaza located at 289 N. Main Street.

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 January 20, 2014.

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

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.

COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: WATER CONSERVATION PHASE II, WATER SYSTEM STATUS

SOURCE: Public Works Department - Field Services Division

COMMENT: Phase II water conservation efforts for 2014 began in March. Actions were prompted by the governor on January 17, 2014, proclaiming a State of Emergency and asking all Californians to reduce water consumption by 20% and referring residents and water agencies to the Save Our Water campaign. Staff has responded by early implementation of our media campaign with newspaper, radio messages and website information.

An emergency regulation to increase conservation practices for all Californians became effective July 29, 2014. The new conservation regulation targets outdoor urban water use. This regulation establishes the minimum level of activity that residents, businesses and water suppliers must meet as the drought deepens and will be in effect through May 1, 2015, unless extended or repealed.

As a result of the emergency regulation, the City has updated the Water Conservation Plan. The City is currently still in Phase II of our water awareness campaign, providing water conservation information and water-saving ideas to the public.

The water system has been impacted from the lack of rain the last three years despite the recent storms. Water production for the calendar year to date, November 2014, is a decrease of 7% on the 5-year average and an 11% decrease from 2013. As part of the emergency regulation, the City is required to report monthly water production data. The production for the month of November 2014 was 252 million gallons; residential consumption for the same month was 103 gallons per person per day. Since we started reporting monthly production per capita numbers, the gallons per person per day has decreased from 207 in July 2014 to 103 in November 2014. Staff will continue to monitor ground water levels and production, and will inform Council if conditions change, requiring Council action.

RECOMMENDATION: Informational Item.

ATTACHMENT: Drought Response Phase II Flyer
Production Graph

P:\pubworks\General\Council\Water Conservation Phase II Water System Status 2014-12-16.doc

Dir B82 Appropriated/Funded N/A CM 

Report No. II.1



Drought Response Phase II

At-a-Glance

- **Mandatory Odd/Even Watering Schedule**, based on address. Residents will be allowed three days a week to water lawns and landscapes. No watering allowed on Mondays.
- Watering is prohibited between the hours of **5:00 AM to 10:00 AM** and **5:00 PM to 10:00 PM**.
- Excessive water runoff is prohibited.
- The washing of sidewalks and driveways is prohibited.
- Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.
- The operation of ornamental water features is prohibited unless the fountain uses a recycling system.
- Non-compliance with Phase II water conservation regulations could result in citations up to \$500.

DROUGHT RESPONSE PHASE II

The City of Porterville has adopted a Phase II Drought Response Plan. As part of the Phase II plan, the City has restricted watering days to three days per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER
—	ODD	EVEN	ODD	EVEN	ODD	EVEN

 Odd Address
 Even Address

ODD NUMBER ADDRESSES

If your address ends with an "odd" number, 1, 3, 5, 7, or 9, Your watering days are Tuesday, Thursday, and Saturday.

OR

EVEN NUMBER ADDRESSES

If your address ends with an "even" number, 0, 2, 4, 6, or 8, Your watering days are Wednesday, Friday, and Sunday.

Citation Level	Citation Amount
First Notice	Warning Only
First Citation	\$100 Fine
Second Citation	\$200 Fine
Third Citation	\$500 Fine

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

Vehicles shall only be washed on designated watering days and with hoses equipped with a shut-off nozzle

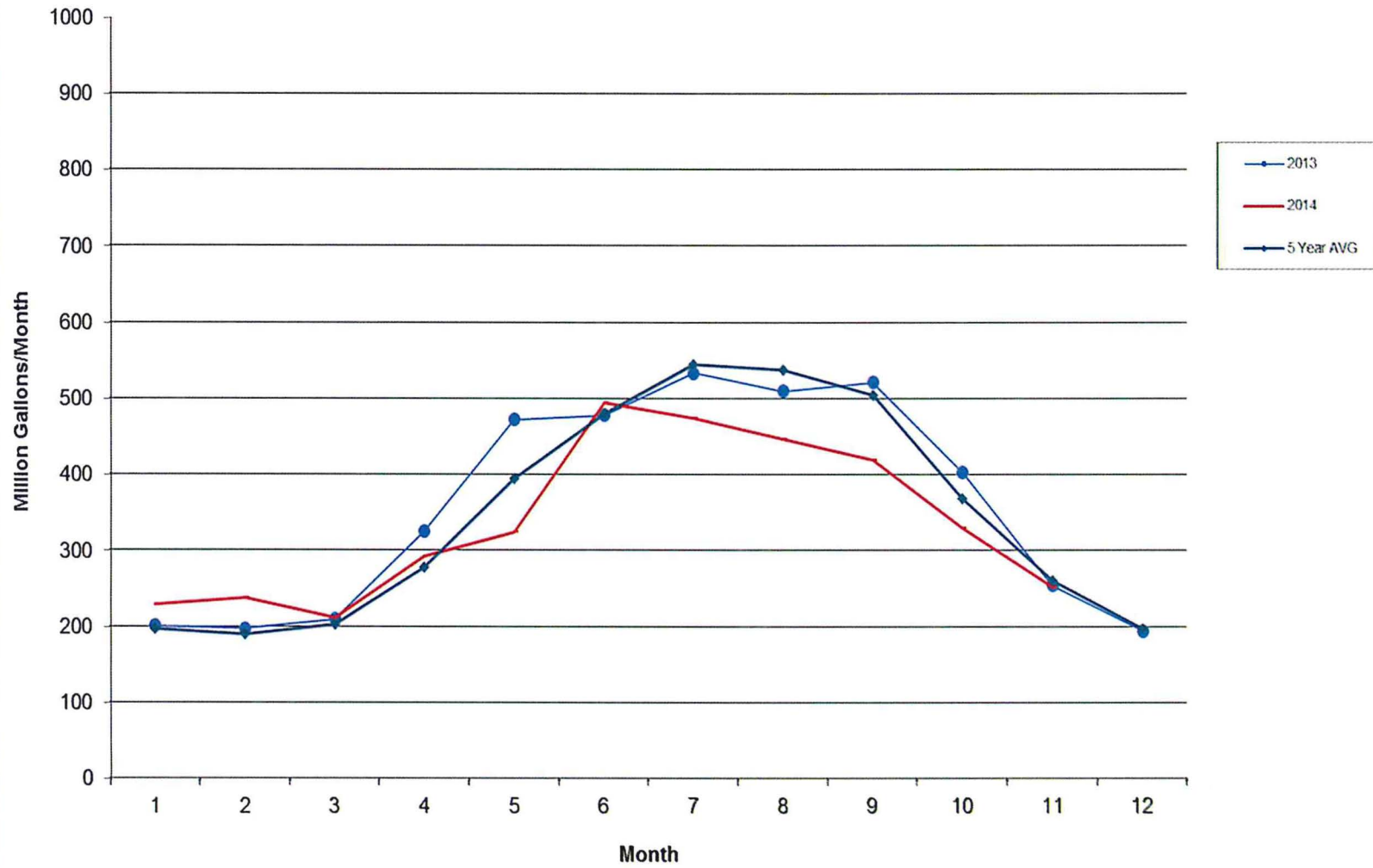
Ornamental water features are prohibited unless the fountain uses a recycling system

WATERING PROHIBITED BETWEEN THE HOURS OF

5:00 – 10:00 AM
5:00 – 10:00 PM

THERE IS NO WATERING ON MONDAYS

Monthly Production Status 2014 Comparison to 2013 & 5 Year Average



COUNCIL/AGENCY AGENDA: DECEMBER 16, 2014

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – MISCELLANEOUS REPAIR OF THE DOWNTOWN PARKING LOTS

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and Project Manual have been prepared for the Miscellaneous Repair of the Downtown Parking Lots. The project consists of reconstructing portions of the existing parking lots by removing portions of asphalt, concrete and trees, and installing new concrete, asphalt, landscaping and irrigation. There are four parking lots that are included in this project: the parking lot at the northwest corner of Olive Avenue and Second Street, the parking lot at the southwest corner of Second Street and Mill Avenue, the parking lot at the northwest corner of Second Street and Putnam Avenue, and the parking lot at the northeast corner of Putnam Avenue and Hockett Street.

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

The estimate of probable cost for the entire project is \$617,034 with \$61,703.40 required for the construction contingency (10%). It is anticipated an additional \$49,362.72 is required for construction management, construction surveying, quality control and inspection (8%), for a total estimated cost of \$728,100.12.

In the past, contractors awarded a City project hired their own land surveyors. Since the recent ruling by the State of California Board of Professional Engineers, Land Surveyors and Geologists, staff must directly engage the services of a land surveyor on all City capital improvement projects.

Community Development Block Grant (CDBG) and Risk Management are the funding sources for the project and was approved in the 2014/2015 Annual Budget.

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 construction surveying services with one of the firms as approved by Council MO #02-100714.

ATTACHMENTS: Engineer's Cost Estimate
Locator Map

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Dir BSL Appropriated/Funded MB CM J

Item No. 1

PARKING LOT - ENGINEER'S ESTIMATE 12/4/2014

BASE BID (PART 'A' - PUTNAM AND HOCKETT PARKING LOT)					
Item	Description	Quantity	Unit	Unit Price*	Amount
1	Mobilization, Demobilizing & Clean-Up	1	L.S.	\$ 10,000.00	\$ 10,000.00
2	Sawcutting, Demolition & Removal	1	L.S.	\$ 15,000.00	\$ 15,000.00
3	Earthwork	1	L.S.	\$ 10,000.00	\$ 10,000.00
4	4" Class II A.B.	14700	S.F.	\$ 3.00	\$ 44,100.00
5	2" Asphalt Concrete Paving (including paveout at drive approach)	14700	S.F.	\$ 5.00	\$ 73,500.00
6	Paint Striping, Access Ramps, Signage & Bumper Blocks	1	L.S.	\$ 5,000.00	\$ 5,000.00
7	Concrete Barrier Curb (Including 16" DG)	38	L.F.	\$ 60.00	\$ 2,280.00
8	Site Landscaping	1	L.S.	\$ 35,000.00	\$ 35,000.00
9	Site Irrigation	1	L.S.	\$ 15,000.00	\$ 15,000.00
Part A - Putnam and Hockett				Total	\$ 174,880.00

BASE BID (PART 'B' - SECOND AND OLIVE STREET PARKING LOT)					
Item	Description	Quantity	Unit	Unit Price	Amount
10	Mobilization, Demobilizing & Clean-Up	1	L.S.	\$ 8,000.00	\$ 8,000.00
11	Sawcutting, Demolition & Removal	1	L.S.	\$ 10,000.00	\$ 10,000.00
12	Earthwork	1	L.S.	\$ 8,000.00	\$ 8,000.00
13	4" Class II A.B.	5415	S.F.	\$ 3.00	\$ 16,245.00
14	2" Asphalt Concrete Paving (including paveout at drive approach)	5415	S.F.	\$ 5.00	\$ 27,075.00
15	Paint Striping, Access Ramps, Signage & Bumper Blocks	1	L.S.	\$ 4,000.00	\$ 4,000.00
16	Concrete Barrier Curb	40	L.F.	\$ 60.00	\$ 2,400.00
17	Site Landscaping	1	L.S.	\$ 20,000.00	\$ 20,000.00
18	Site Irrigation	1	L.S.	\$ 10,000.00	\$ 10,000.00
Part B - Second and Olive				Total	\$ 105,720.00

BASE BID (PART 'C' - SECOND AND MILL PARKING LOT)					
Item	Description	Quantity	Unit	Unit Price*	Amount
19	Mobilization, Demobilizing & Clean-Up	1	L.S.	\$ 10,000.00	\$ 10,000.00
20	Sawcutting, Demolition & Removal	1	L.S.	\$ 12,000.00	\$ 12,000.00
21	Earthwork	1	L.S.	\$ 10,000.00	\$ 10,000.00
22	4" Class II A.B.	10580	S.F.	\$ 3.00	\$ 31,740.00
23	2" Asphalt Concrete Paving (including paveout at drive approach)	10580	S.F.	\$ 5.00	\$ 52,900.00
24	Paint Striping, Access Ramps, Signage & Bumper Blocks	1	L.S.	\$ 5,000.00	\$ 5,000.00
25	Concrete Barrier Curb (Including 16" DG)	65	L.F.	\$ 60.00	\$ 3,900.00
26	Concrete Vee Gutter (Including 16" DG)	30	L.F.	\$ 80.00	\$ 2,400.00
27	Site Landscaping	1	L.S.	\$ 20,000.00	\$ 20,000.00
28	Site Irrigation	1	L.S.	\$ 10,000.00	\$ 10,000.00
Part C - Second and Mill				Total	\$ 125,940.00

BASE BID (PART 'D' - SECOND AND PUTNAM PARKING LOT)					
Item	Description	Quantity	Unit	Unit Price*	Amount
29	Mobilization, Demobilizing & Clean-Up	1	L.S.	\$ 10,000.00	\$ 10,000.00
30	Sawcutting, Demolition & Removal	1	L.S.	\$ 13,000.00	\$ 13,000.00
31	Earthwork	1	L.S.	\$ 10,000.00	\$ 10,000.00
32	4" Class II A.B.	11660	S.F.	\$ 3.00	\$ 34,980.00
33	2" Asphalt Concrete Paving (including paveout at drive approach)	11660	S.F.	\$ 5.00	\$ 58,300.00
34	Paint Striping, Access Ramps, Signage & Bumper Blocks	1	L.S.	\$ 5,000.00	\$ 5,000.00
35	Concrete Barrier Curb (Including 16" DG)	62	L.F.	\$ 60.00	\$ 3,720.00
36	Concrete Vee Gutter (Including 16" DG)	30	L.F.	\$ 80.00	\$ 2,400.00
37	Site Landscaping	1	L.S.	\$ 35,000.00	\$ 35,000.00
38	Site Irrigation	1	L.S.	\$ 15,000.00	\$ 15,000.00
Part D - Second and Putnam				Total	\$ 154,400.00

TOTAL (PART 'A' + PART 'B' + PART 'C' + Part 'D')	\$	560,940.00
10% Eng. Est. Contingency	\$	56,094.00
Total	\$	617,034.00

David C. [Signature] 12-4-14
Project Manager Date

Michael K. Reed 12-8-14
City Engineer Date

B. Rodriguez 12/9/14
Public Works Director Date

J. D. [Signature] 12/10/14
City Manager Date





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

MISCELLANEOUS
 REPAIR OF DOWNTOWN
 PARKING LOTS

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

COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: AWARD OF CONTRACT – NEWCOMB STREET SHOULDER STABILIZATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On December 3, 2014, staff received six (6) bids 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 Engineer's Estimate of Probable Cost for construction is \$898,375. The low bid for the project is \$788,034.50, which is 12.28% below the Engineer's Estimate. An additional \$78,803.45 is required for construction contingency (10%). It is anticipated that an additional \$63,042.76 (8%) is required for construction management, quality control, inspection services and construction surveying for a total estimated project cost of \$929,880.71.

The primary funding source for this project is Congestion Mitigation and Air Quality (CMAQ) Grant monies in the amount of \$593,412.05. Measure R Alternate Transportation Funds is the City local match for the federal grant and will also finance the non-federal contract items (\$336,468.66). Staff was successful in securing additional CMAQ funding during the federal E-76 process, which eliminates the need to for Local Transportation Funds as initially envisioned in the 2014/2015 Annual Budget. The use of CMAQ funds and Measure R Alternative Funds for this project was approved in the 2014/2015 Annual Budget.

The bids are as follows:

	<u>Contractor</u>	<u>Amount</u>
1.	Dawson-Mauldin Construction Huntington Beach, CA	\$788,034.50
2.	RJ Berry Selma, CA	\$861,392.50
3.	Lee's Paving, Inc. Visalia, CA	\$864,731.65

Dir B82 Appropriated/Funded MB CM J

Item No. 2

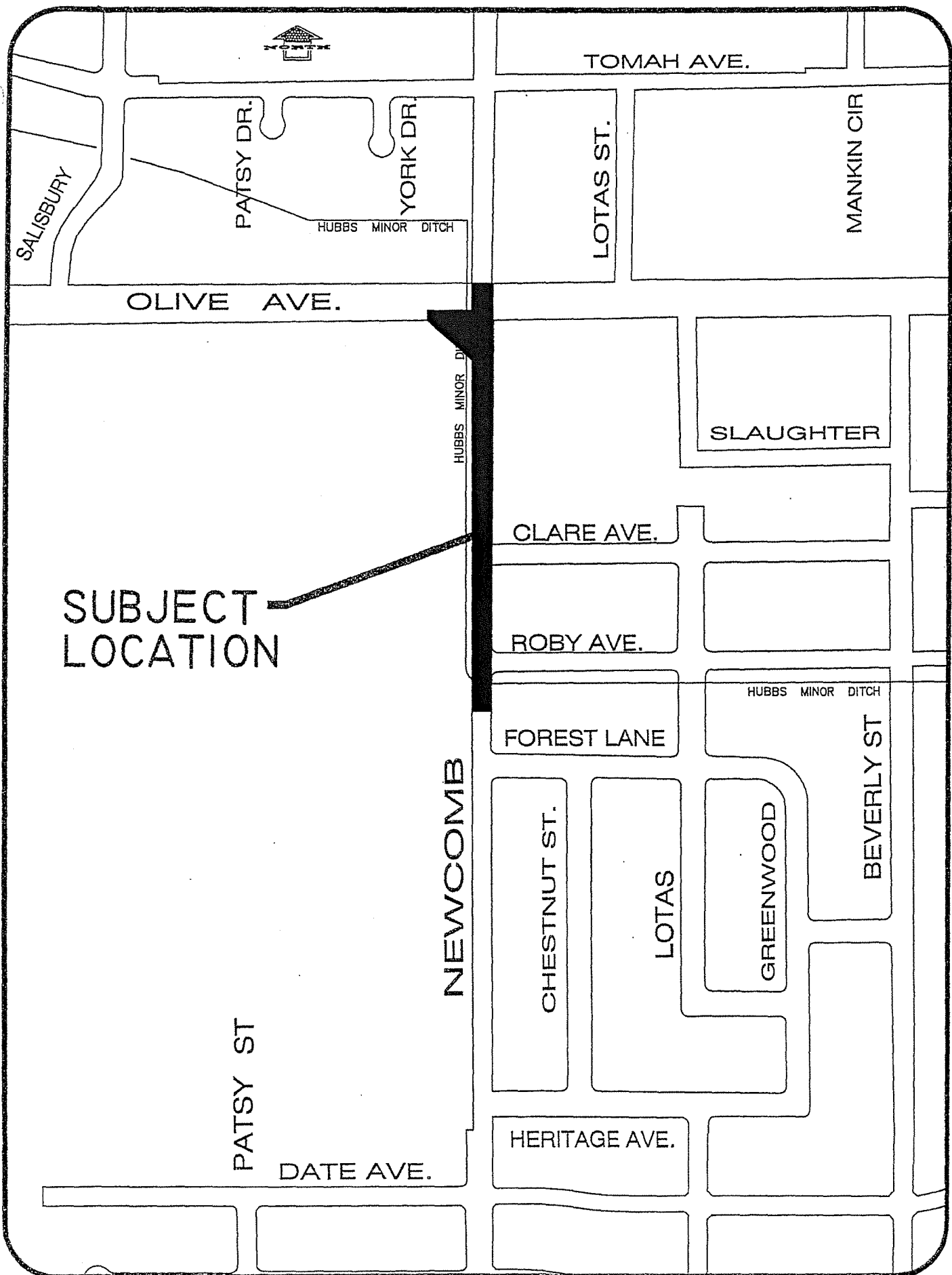
4.	MAC General Engineering Porterville, CA	\$871,356.90
5.	Central Valley Asphalt Lindsay, CA	\$1,000,126.93
6.	Granite Construction Fresno, CA	\$1,017,477.00

Staff has found the low bid acceptable and in compliance with the specification requirements for this federally funded project.

RECOMMENDATION: That City Council:

1. Award the Newcomb Street Shoulder Stabilization Project to Dawson-Mauldin Construction in the amount of \$788,034.50;
2. Authorize a 10% contingency to cover unforeseen construction costs; and
3. Authorize 8% for construction management, quality control, inspection and construction surveying.

ATTACHMENT: Locator Map



TOMAH AVE.

MANKIN CIR

LOTAS ST.

SALISBURY

PATSY DR.

YORK DR.

HUBBS MINOR DITCH

OLIVE AVE.

SLAUGHTER

HUBBS MINOR DITCH

CLARE AVE.

SUBJECT
LOCATION

ROBY AVE.

HUBBS MINOR DITCH

FOREST LANE

NEWCOMB

CHESTNUT ST.

LOTAS

GREENWOOD

BEVERLY ST

PATSY ST

DATE AVE.

HERITAGE AVE.

COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: AUTHORIZATION OF ADDITIONAL FUNDING FOR FIBER INSTALLATION

SOURCE: Public Works Department - Transit

COMMENT: On November 4, 2014, the City Council authorized an \$11,282.87 contract to GA Technical Services, Inc. for the purchase, installation and termination of a 12-strand fiber optic cable from the downtown transit center to the City's main data center.

During the pre-construction site visit it was determined that the existing conduit accessing the City's data center was not sufficient and additional work would be required prior to fiber installation.

Staff reviewed several options for new conduit accessing the data center and determined the installation of a 2" underground conduit would be in the best interest of the City. GA Technical Services, Inc. provided an estimate for the additional conduit installation and appropriate labor at a cost of \$2,511.56.

Staff recommends augmenting the contract to GA Technical Services, Inc. for the purchase, installation and termination of a 12-strand fiber optic cable from \$10,257.17 to \$12,768.73 with an additional \$5,000 for construction contingency. The total cost associated with the fiber project would increase from \$11,282.87 to \$17,768.73.

Funding was approved in the 2013/2014 Annual Budget. Funds for the installation of the Transit Fiber Optic will come from Proposition 1B as appropriated by Council June 4, 2013.

RECOMMENDATION: That the City Council:

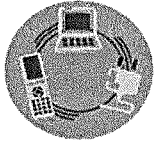
1. Authorize a "not to exceed" \$17,768.73 contract to GA Technical Services, Inc. for the transit fiber installation project; and
2. Authorize staff to make payments up to 100% upon satisfactory completion of all work.

ATTACHMENT: Vendor Quote

P:\pubworks\General\Council\Transit - Authorization to Increase Contract - Fiber Installation - 2014-12-16.doc

Dir BSL Appropriated/Funded MMS CM J

Item No. 3



Your Best Power & Network Connection

GA Technical Services, Inc.

Established Since 2002
 17229 Archibald Ave • Rancho Cucamonga, CA 91730
 Headquarters (909) 944-9222 • Toll Free (877) 909-GATS • Fax (909) 382-9897

Quotation

Installation Site:

City of Porterville
 291 N. Main St.
 Porterville, CA. 93257

Customer:

City of Porterville
 291 N. Main St.
 Porterville, CA. 93257
 Attn: Vincent Satamaria

Today's Date: November 21, 2014

#	Description	QTY	UNIT	LABOR	MATERIAL	Tax @ 8.50%	TOTAL	
Installation (2) 2" Underground Conduit								
1	Provide and Install (2) 2" PVC Sch 40 Conduit	50	FT	\$ 78.75	\$ 93.00	\$ 7.91	\$ 179.66	
2	Provide and Install NEMA 3 Pull Box	1	EA	\$ 37.80	\$ 180.00	\$ 15.30	\$ 233.10	
3	Provide all equipment and labor to trench and re-surface all work area for conduit to be finished with concrete	1	EA	\$ 1,228.50	\$ 180.00	\$ 15.30	\$ 1,423.80	
4				\$ -	\$ -	\$ -	\$ -	
6			EA	\$ -	\$ -	\$ -	\$ -	
7			EA	\$ -	\$ -	\$ -	\$ 675.00	
9	<i>SubTotals</i>			\$ 1,345.05	\$ 453.00	\$ 38.51	\$ 2,511.56	
Total:				TOTAL:	\$ 1,345.05	\$ 453.00	\$ 38.51	\$ 2,511.56

Tax 8.50%

Quote is valid for 30 days from above date.

All Labor and Material is guaranteed for 1 year from from acceptance date.

proposal for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof. Any change involving extra cost of labor or materials will be executed only after submission and acceptance of written change.

CITY COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: REQUEST FOR APPROVAL OF THE TELECOMMUNICATION AND NETWORK UPGRADE LEASE AGREEMENT WITH TELEPACIFIC AND THE SUPPORT CONTRACT WITH GLOBAL CTI

SOURCE: Finance Department – Information Technology (IT) Division

COMMENT: The City currently uses AT&T Centrex telecommunication services which was developed in the mid-1960s to replace the PBX switchboards of large customers. About two years ago, a ShoreTel Voice-Over IP (VOIP) phone system was established at the Transit Center. With this new system in place at the Transit Center, the City is able to expand the same system city-wide without new VOIP implementation cost, thus reducing the cost of upgrading the City's outdated phone network system. The IT Division is proposing to upgrade the City's telecommunications system to VOIP, which includes enhanced features such as visual voice mail, "find me" feature and automatic call distribution. The IT staff has evaluated several proposals and has identified a system that would be suitable to the City's needs.

TelePacific Communications is proposing a 60-month lease agreement for telecommunications voice line services at a monthly lease of \$5,181.08. The lease amount includes the cost of the ShoreTel IP equipment of \$153,466.50, priced under CMAS contract #3-08-70-2630A, and a \$1 buyout option at the end of the 60 months.

The switch from AT&T to TelePacific Communications will result in savings to the City. TelePacific is waiving the PRIs installation cost and is offering a promotional signing credit and lease promotion credit for a total savings of \$13,776.44 in the first year. Annual savings for the next 4 years will be \$7,789.20 and after the 60-day period, the savings will be \$3,800.15 per month.

With the installation of new telecommunications equipment, the IT Division also requests Council approval to enter into an agreement with Global CTI for a 1-year maintenance and support, renewable annually for up to 5 years. The total price for the 1-year support is \$5,992.

Additional appropriation is not required for this project. Funds from the termination of the AT&T services, which is currently appropriated within the departments' FY 2014-15 operating budgets will be the funding source.

Dir MB Approp/Funded ME CM f Item No. 4

RECOMMENDATION:

1. That the City Council approve the upgrade of the City's telecommunications system and award the 60-month lease agreement to TelePacific Communications;
2. That the City Council approve the 1-year support agreement with Global CTI renewable annually for up to 5 years;
3. Authorize the IT Manager to sign all related documents; and
4. Authorize the IT Manager to add or delete equipment and service to these agreements, as they are identified, without modifying the terms and conditions of the agreements.

ATTACHMENTS: TelePacific Communications proposal
ShoreTel Enterprise IP telephone system schedule
Global CTI support agreement



City of Porterville

Schedule A - ShoreTel Enterprise IP Telephone System
ShoreTel CMAS Contract # 3-08-70-2630A

Line #	Part #	Qty.	Description	Total	Unit	List
ShoreTel Software Licenses						
1			ShoreTel Software Licenses			
2	30040	27	Mailbox-only License	1,530.90	56.70	90.00
3	29152	1	ShoreTel 14.2 Software (General Release)	0.00	0.00	0.00
4	21020	1	Distributed Voice Services License	626.85	626.85	995.00
5	30044	6	Additional Site License	1,871.10	311.85	495.00
6	60157	1	SBE or SBE-100 Upgrade to Enterprise Edition (available 120 days after SBE software license acti	2,831.85	2,831.85	4,495.00
7	40005	217	Personal Access License	0.00	0.00	125.00
ShoreGear Switches						
9	10320	1	ShoreGear 30 - 1U 1/2 width - Max, 30 IP phones, 2 Analog exts, 2 LS trunks	1,004.85	1,004.85	1,595.00
10	10260	2	ShoreGear 90 - 1U 1/2 width - Max, 90 IP phones, 4 Analog exts, 8 LS trunks	3,773.70	1,886.85	2,995.00
11	10322	2	ShoreGear T1K - 1U 1/2 width - Max, 1 T1, ISDN/T1 Digital trunk support only.	4,403.70	2,201.85	3,495.00
12	10321	1	ShoreGear 24A - 1U width - Max. - 24 Analog ports, or 24 "make-me" conference ports	1,886.85	1,886.85	2,995.00
13	10324	7	ShoreGear 50V - 1U 1/2 width. 50 IP phones, 2 Analog exts, 4 LS trunks, 50 mailboxes, 22 hrs of	11,002.95	1,571.85	2,495.00
14	10325	1	ShoreGear 90V - 1U 1/2 width. 90 IP phones, 4 Analog exts, 8 LS trunks, 90 mailboxes, 56 hrs of	2,327.85	2,327.85	3,695.00
ShoreTel IP Telephones - CMAS						
16	10512	21	BUNDLE, GSA: IP PHONE IP420 EXTENSION AND MAILBOX LICENSE	5,146.47	245.07	389.00
17	10515	196	BUNDLE, GSA: IP PHONE IP485G EXTENSION AND MAILBOX LICENSE	77,668.92	396.27	629.00
Wall Mount Kits & Miscellaneous Items - Non-discountable						
19	10223	10	ShoreGear Rack Mount Tray 1U for Half width switches	650.00	65.00	65.00
Installation Equipment						
Switch Cable & Hardware (NSP)						
22	MISC	12	Installation Hardware (Cables, Blocks, Connectors & Patch Cords) for ShoreGear switches	1,541.14	128.43	128.43

Equipment Material Total	\$116,267.13
Equipment Handling	\$596.00
Subtotal / Taxable Amount	\$116,863.13
Sales Tax at 8.500%	\$9,933.37
1 Year ShoreCare Support for ShoreGear Switches & Software Pro-Rated	\$0.00
Other Vendor Product Support/Maintenance Total	\$0.00
Installation / Pro-Services	\$26,670.00
Total Price	\$153,466.50

Proposal Date: December 4, 2014.

This price includes material, installation labor, with 1 year parts warranty

This quote will remain valid until December 29, 2014.

Client Name: Ted Williams

Client Signature: X _____

Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.

Account Manager: Greg Tripoli

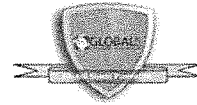
Date: December 4, 2014.

This quote does not include cabling for IDFs, MDFs, or Structured Cabling.

Client to provide Windows 2012 Server OS or VMware for ShoreWare Applications. (RAID 1 Recommended)

This proposal does NOT include PoE data switches required to power ShoreTel IP Phones.

This design assumes QoS WAN links will be in place by the time of project phase implementation.



City of Porterville

Global CTI Support Agreement - Equipment Covered

Line #	Part #	Qty.	Schedule M - List of Components
1			ShoreTel Software Licenses
2	Covered	27	Mailbox-only License
3	Covered	1	ShoreTel 14.2 Software (General Release)
4	Covered	1	Distributed Voice Services License
5	Covered	6	Additional Site License
6	Covered	1	SBE or SBE-100 Upgrade to Enterprise Edition (available 120 days after SBE software license activation)
7	Covered	217	Personal Access License
8			ShoreGear Switches
9	Covered	1	ShoreGear 30 - 1U 1/2 width - Max, 30 IP phones, 2 Analog exts, 2 LS trunks
10	Covered	2	ShoreGear 90 - 1U 1/2 width - Max, 90 IP phones, 4 Analog exts, 8 LS trunks
11	Covered	2	ShoreGear T1K - 1U 1/2 width - Max, 1 T1, ISDN/T1 Digital trunk support only.
12	Covered	1	ShoreGear 24A - 1U width - Max. - 24 Analog ports, or 24 "make-me" conference ports
13	Covered	7	ShoreGear 50V - 1U 1/2 width. 50 IP phones, 2 Analog exts, 4 LS trunks, 50 mailboxes, 22 hrs of storage
14	Covered	1	ShoreGear 90V - 1U 1/2 width. 90 IP phones, 4 Analog exts, 8 LS trunks, 90 mailboxes, 56 hrs of storage
15			ShoreTel IP Telephones - CMAS
16	Not Covered	21	BUNDLE, GSA: IP PHONE IP420 EXTENSION AND MAILBOX LICENSE
17	Not Covered	196	BUNDLE, GSA: IP PHONE IP485G EXTENSION AND MAILBOX LICENSE
18			

1 Year ShoreCare Support for ShoreGear Switches & Software Pro-Rated	\$5,992.00
**Other Vendor Product Support/Maintenance Total	\$0.00
	\$0.00
Total Price	\$5,992.00

Proposal Date: December 8, 2014.

Gold Support Plan Pro-Rated - - August 11, 2015

This quote will remain valid until January 7, 2015.

I understand that only the products and equipment listed with the status of "Covered" will be supported by ShoreTel, and Global CTI.

Any items omitted or listed with the status of "Not Covered" is not covered under this Service Agreement.

Client Name: Ted Williams

Client Signature: X _____

Account Manager: Greg Tripoli

Date: December 8, 2014.

* Note: ShoreTel charges a 20% surcharge on year 1 support fees for all reinstated ShoreCare agreements, or for agreements renewed after their expiration date.
Special Note: Silver IP telephones are no longer manufactured by ShoreTel, Black IP telephones are the only replacements.

COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: APPROVAL OF LICENSE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND COMMUNITY SERVICES EMPLOYMENT TRAINING

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The City currently leases the Santa Fe Depot located at 280 N. Fourth Street from the Tulare County Housing Authority. As a result of the City Council directing the City to become the lead agency in the administration and scheduling of senior programs and services at the Santa Fe Depot, the City is in a one-year license agreement with CSET (Community Services Employment Training) to provide expanded senior services. The license agreement expires January 20, 2015. CSET is requesting the new term of the agreement be for five years.

CSET is currently under contract with Kings/Tulare Area Agency on Aging (KTAAA) to provide the regular senior citizen meal program, as well as senior services commensurate with services provided elsewhere in the KTAAA service area. At its meeting on January 7, 2014, staff reported that it will bring back to Council an item addressing how the license agreement with CSET is working out and make recommendations concerning renewal of the agreement. Staff has been pleased with the partnership with CSET and the wide array of services they have provided to the seniors. Attendance has risen from an average of 35 at the center on Putnam, to 60 last month at the Santa Fe Depot location. Over 120 have attended dinner/dance events.

The Santa Fe Depot is being highly utilized weekdays by the seniors through CSET related programs and at night and on the weekends for meetings and other functions. The Rollin' Relics Car Club, California Retirees Association, and La Edad de Oro continue to hold their monthly board meetings in the building.

RECOMMENDATION: That the City Council approve the Santa Fe Depot usage license with CSET for a term of five years, and authorize and direct the Mayor to execute the same.

ATTACHMENT: License with CSET

DM Director

MB Appropriated/Funded

J City Manager

ITEM NO.: 5

**PROPERTY LICENSE AGREEMENT
AND
AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES**

Parties

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

Description of Property

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

Grant of License

3. In consideration for and in accordance with the terms and conditions of this agreement, CITY grants CSET a license to perform the following acts on the Property:
 - a. CSET shall have exclusive use of the Santa Fe Depot Monday-Friday of each week between the hours of 8:00 a.m. and 5:00 p.m. for food services and programs.
 - b. CSET shall provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area. This is based on KTAAA’s annual contract renewal with CSET.
 - c. CSET shall be responsible for the cleanliness of all areas utilized including the restrooms, and for stocking the restroom with paper products during and after use.
 - d. CITY shall have exclusive use of the Santa Fe Depot when not in use by CSET.
 - e. CITY shall schedule all activities in the Santa Fe Depot aside from CSET’s programs. CSET and CITY shall submit a monthly usage calendar to each other by the end of the month for usage in the upcoming month.

Other Rights and Obligations

4. The following incidental rights and obligations accompany the License and the use of the property:
 - a. CITY currently leases said property from Tulare County Housing Authority for the annual sum of Two Thousand Dollars (\$2,000.00) payable in advance annually to the Housing Authority of the County of Tulare; provided that each

year said rent shall be increased by three percent (3%). The Tulare County Housing Authority is not a party to this Agreement.

- b. CSET shall pay CITY the cost of utilities, refuse service, and pest control incurred by CSET usage. This amount will be reviewed and billed by the City and paid by CSET on a monthly basis, or as otherwise agreed by the parties.
- c. CSET shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of all areas used after all Licensee activities.
- d. CITY shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of all areas used after all Licensor activities.
- e. CSET shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost.
- f. CSET shall provide an insurance certificate naming the City, and the Tulare County Housing Authority as additional insureds.
- g. CSET shall be responsible for interior modifications to accommodate their programs, but said modifications shall not be made without the prior written consent of the City.
- h. CSET shall be responsible for repair of any damages incurred during CSET usage of the building, including CITY owned items.
- i. CITY shall provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building.
- j. CITY and CSET shall meet annually to address any concerns and coordinate schedules.
- k. CITY shall facilitate, with Housing Authority of the County of Tulare, major building and property repairs, including repair and replacement of building equipment and fixtures, and repairs to the roof, plumbing, heating, ventilation, electrical and air conditioning systems.

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

License Non-assignable

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

Term of License

6. This License shall commence January 21, 2015, and terminate January 21, 2020. The parties may agree to extend this Agreement, with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

Termination of License

7. Notwithstanding the above-referenced term, either party may terminate this Agreement with at least 90 days prior written notice. On or before the termination date for this License, CSET shall remove all of their personal property from the Property and shall leave the Property to CITY in good order and repair to the reasonable satisfaction of CITY, normal wear and tear excepted.

Default

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

Termination

9. CSET understands that CITY has leased the premises from Tulare County Housing Authority, and said sublease is not scheduled to expire during the term of this Agreement. However, in the event the property is no longer available to CITY, the License herein granted shall cease to be in effect, and the parties' obligations to each other under this Agreement also cease.
10. To the fullest extent permitted by law, CSET shall hold harmless, defend (with counsel approved by the City) and indemnify City and its officers, officials, employees and volunteers from and against all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Licensee and its employees, agents, subcontractors, and/or volunteers, except where and to the extent caused by the active negligence, sole negligence or willful misconduct of the City. The provisions of this section survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of this Agreement relating to insurance.

Entire Agreement

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ of _____, 2014.

COMMUNITY SERVICES EMPLOYMENT TRAINING

CITY OF PORTERVILLE

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

APPROVED AS TO FORM

Julia M. Lew, City Attorney

SUBJECT: A RESOLUTION APPROVING THE APPLICATION FOR TIRE-DERIVED PRODUCT GRANT

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The Department of Resources Recycling and Recovery (CalRecycle) administers a competitive grant program to provide opportunities to divert tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content products. Staff has prepared a Tire-Derived Product grant application for the 2014-15 grant cycle. The application proposes to utilize CalRecycle Tire-Derived Product Grant funding to replace playground surfacing at Zalud Park, Veterans Park, and both playgrounds at Murry Park.

The project would consist of removing the engineered wood fiber surfacing and replacing it with rubber mulch surfacing. The project plan is to use 448,000 pounds of rubber mulch which would divert 37,333 passenger tires from landfills. The replaced engineered wood fiber would be recycled and used at other park playgrounds.

Rubber mulch offers the best impact absorbing properties of all loose fill surfaces. One advantage of using rubber over wood products is that rubber nuggets are heavier and less likely to blow away. Rubber mulch is softer to the touch and splinter-free. It is also better at retaining its cushioning abilities after time and exposure to rain. Additionally, they do not bio-degrade like wood products. Lastly, it offers unique color choices.

\$823,747 is the amount of funding available for fiscal year 2014/15. The application is for \$149,868. There is no match requirement for this grant. The notification of the grant award will take place in February 2015. Should the grant be awarded, the project would be completed by October 2015.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution approving the application for the Tire-Derived Product Grant; and
2. Authorize the Parks and Leisure Services Director to negotiate the purchase of rubber mulch surfacing at an amount not to exceed \$149,868, the amount of the grant award.

ATTACHMENT: Resolution

DJ Director AMB Appropriated/Funded

J City Manager

ITEM NO.: 6

RESOLUTION OF THE CITY OF PORTERVILLE
AUTHORIZING SUBMITTAL OF APPLICATION FOR ALL CALRECYCLE GRANTS
FOR WHICH THE CITY OF PORTERVILLE IS ELIGIBLE

WHEREAS, Public Resources Code sections 40000, et seq., authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville authorizes the submittal of application(s) to CalRecycle for Resurfacing of Playgrounds at Murry, Zalud and Veterans Park; and

BE IT FURTHER RESOLVED that the Parks and Leisure Services Director, or his/her designee is hereby authorized and empowered to execute in the name of the City of Porterville all grant documents, including, but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for December 4, 2014 through December 4, 2019.

PASSED, APPROVED AND ADOPTED this 16th day of December, 2014.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: 2014 HSGP (HOMELAND SECURITY GRANT PROGRAM)

SOURCE: FIRE DEPARTMENT

COMMENT: The Fire Department applied for a Homeland Security Grant in May of 2014 and received award documents in December of 2014. The grant provides \$32,952 in federal reimbursement funds with no local match requirement.

Grant funds will reimburse the department for the purchase of:

- Five (5) Automated External Defibrillators, \$15,142
- Two (2) or more Thermal Imaging Cameras, \$17,810

The department has three automated external defibrillators that are obsolete and are no longer supported by the manufacturer for maintenance and repairs. This grant will replace the three obsolete units and add two additional defibrillators into inventory for use on emergency vehicles stationed at the new Public Safety Facility.

The grant also funds thermal imaging cameras used for search and rescue of fire victims. The department operates two thermal cameras purchased in 2004 through an Assistance to Firefighters Grant. Both are functional but significantly limited when compared to currently available technology. The Homeland Security grant requires that the department purchase at least two thermal cameras with the grant funds awarded. Based on quotes already received, the department is confident it can exceed the grant minimum and acquire three or four thermal cameras. This would provide a direct replacement for existing cameras at fire stations one and two, and at least one additional camera for fire station three.

RECOMMENDATIONS: That the City Council

- 1) Accept the 2014 Homeland Security Grant Award;
- 2) Authorize the City Manager and Fire Chief to sign grant documents required within 90 days of receipt; and

Dir 

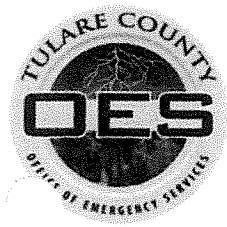
Approp./ Funded MB

CM 

Item No. 7.

3) Authorize staff to negotiate the purchase of equipment, using funds from the "firefighting and rescue equipment" replacement fund, not to exceed \$32,952, to be reimbursed by 2014 HSGP grant funds.

ATTACHMENTS: Award Letter



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-8000 Telephone (559) 624-7499 Facsimile

September 30, 2014

Mr. Glenn S. Irish
Interim Fire Chief
Porterville Fire Department
40 West Cleveland Avenue
Porterville, California 93257
gsirish@ci.porterville.ca.us

Dear Chief Irish,

Please accept this letter as the official award notice for Porterville Fire Department from the FY14 Homeland Security Grant Program (HSGP), which allows for the expenditure of funds. A summary of your award status follows:

- **Project E** – Enhance Catastrophic Incident Response: \$15,142 for the purchase of five (5) Automated External Defibrillators.
- **Project F** – Enhance Catastrophic Incident Response: \$17,810 for the purchase of two (2) ISG X380 Thermal Cameras.

See the attached Grant Award Workbook page for the approved equipment and corresponding AEL number (s). You are only allowed to purchase equipment listed on this workbook.

All invoices must be dated between September 1, 2014 and April 30, 2016 for your purchases to be eligible for reimbursement by Tulare County OES. Tulare County OES requests that all required documentation be submitted by April 30, 2016 to ensure sufficient time to process your paperwork.

The CFDA number for this Grant is 97-067. Requests for reimbursement should be submitted to:

Office of Emergency Services
Tulare County HHSA
5957 South Mooney Boulevard
Visalia, California 93277

If you have any questions, please contact me at (559) 624-7498, or by e-mail at a-lockman@tularehhsa.org.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Andrew Lockman".

Andrew Lockman
Emergency Services Manager

Enclosure (1)

CITY COUNCIL AGENDA: December 16, 2014

SUBJECT: ASSIGNMENT OF AIRPORT LEASE – LOT 38

SOURCE: Finance Department

COMMENT: Raymond Broad, Manager of Lighten Up Aviation LLC, current leaseholder of Lot No. 38 at the Porterville Municipal Airport is requesting the transfer of the lease to Raymond Broad and Dernie Waikiki. The current lease is in the name Lighten Up Aviation LLC. Effective December 25, 2014, the business is being dissolved. Raymond Broad and Dernie Waikiki are requesting Council authorization to assume the existing lease between the City of Porterville and Lighten Up Aviation LLC, which is expiring on June 30, 2015.

RECOMMENDATION: That City Council approve the Assignment of Lease for Lot No. 38 at the Porterville Municipal Airport from Lighten Up Aviation LLC to Raymond Broad and Dernie Waikiki; and authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

Attachments: 1. Locator Map
2. Assignment of Lease
3. Lessor's Consent to Assignment of Lease
4. Letter of Request

Dir. MB Appropriated/Funded MB C/M J

Item No. 8

AIRPORT LEASE SITES

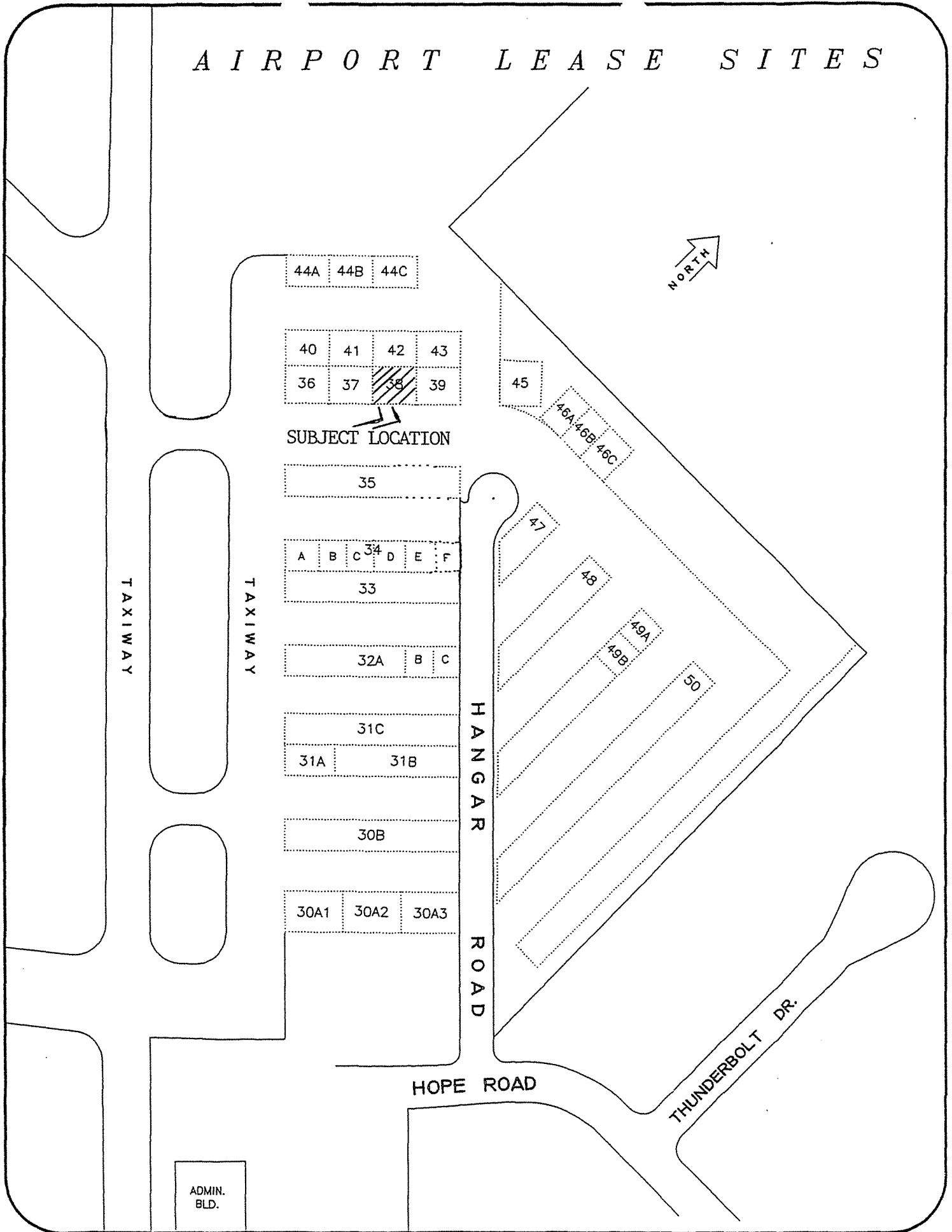


EXHIBIT "A"

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 16th day of December, 2014, by and between Lighten Up Aviation LLC, P.O. Box 336, Strathmore, CA 93267, owner of a hangar on Lot 38 at the Porterville Municipal Airport, as the Assignor, and Raymond Broad and Dernie Waikiki, P.O. Box 336, Strathmore, CA 93267, as the Assignees.

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

1. Effective December 16, 2014, Assignors hereby assign, transfer and convey to Assignee all of their right, title and interest as Lessee, in, to and under a certain Lease Agreement dated June 20, 2000 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Barbara Dillard, as original Lessee, and assumed by Lighten Up Aviation on 8/1/11, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

An airport hangar known as No. 38, and containing a total area of approximately 4,200 square feet, and establishing an original Lease terminating June 30, 2015.

2. Effective December 16, 2014, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignors under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignors or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignors and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above.

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

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

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

ASSIGNOR:

By: Raymond Broad
Raymond Broad, Mgr.
Lighten Up Aviation LLC

ASSIGNEES:

By: Raymond Broad
Raymond Broad

By: Dernie K. Waikiki
Dernie Waikiki

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 38**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 38, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 16th day of December, 2014.

CITY OF PORTERVILLE
"LESSOR"

BY: _____
Milt Stowe
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

Raymond Broad
PO Box 336
Strathmore, CA 93267

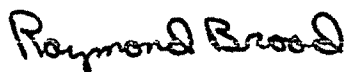
December 3, 2014

City of Porterville
291 N Main St.
Porterville, CA 93257

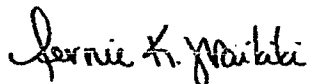
To whom it may concern:

Please change the name of the owner of the hangar on space 38 from Lighten up Aviation LLC To Raymond Broad and Dernie Waikiki, joint owners. The reason for the change is that the LLC, with only a husband and wife member, is being dissolved effective December 25, 2014.

Please contact us if any further information is needed. 559-972-3285.



Raymond Broad



Dernie Waikiki

COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: REVISED CHRISTMAS EVE LIBRARY HOURS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Staff requests that City Council authorize the revision of public service hours for Wednesday, December 24, 2014, allowing the library to close at 5:30 pm instead of 8 pm.

Historically, December 24 has low library visits, computer usage, circulation, and typically operates with fewer staff since overall usage is very low. Staff will alter their work schedule and/or utilize vacation time to account for the shorter work day. Signage will be posted for the public and no library materials will be due on this day if Council gives approval.

RECOMMENDATION: That City Council authorizes the closing of the City Library at 5:30 pm on Tuesday, December 24, 2014.

DM Director

ALA Appropriated/Funded

 City Manager

ITEM NO.: 9

COUNCIL AGENDA – DECEMBER 16, 2014

SUBJECT: AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN –
UNREPRESENTED SAFETY AND MISCELLANEOUS MANAGEMENT
EMPLOYEES

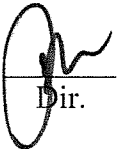
SOURCE: ADMINISTRATIVE SERVICES/ HUMAN RESOURCES

COMMENT: As the Council is aware, staff has been in negotiations for successor agreements with all six of the City's employee bargaining units. With agreements now being reached with three of the six units, staff met with those employees who do not fall within the scope and purview of the Meyers-Milias-Brown Act, i.e., employees not designated for purposes of recognition and representation as an organized group for the purposes of bargaining. Pursuant to Council direction, the unrepresented employees were presented with a proposal consistent with the agreements reached with, and/or proposals made to, the six other employee units.


The unrepresented employees were agreeable to the City's proposal. As such, City Council acceptance and approval of authorized changes in wages, benefits and conditions of employment are commonly made by amendments to those documents necessary to implement such changes. To this end, a draft resolution is herein provided for your consideration.

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

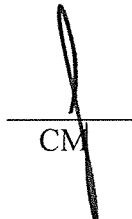
Attachment: Draft Resolution



Dir.



Approp./
Funded



CM

Item No. 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
FOR ALL UNREPRESENTED SAFETY AND MISCELLANEOUS
MANAGEMENT EMPLOYEES

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, the City Council agrees that unrecognized Executive Management employees, i.e., employees not designated for purposes of recognition and representation as an organized group for purposes of labor relations, should also be acknowledged through such amendments.

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 designated in the Executive Management group, including the positions of Deputy City Manager, Director, Police Chief, Fire Chief, Deputy Director, Police Captain, Police Lieutenant, and Fire Battalion Chief, hereinafter ("Unrepresented Employees") are hereby amended as follows:

TERM OF MEMORANDUM OF UNDERSTANDING

Twelve months, from July 1, 2014 through June 30, 2015.

I. SALARIES

Effective the pay-period beginning January 1, 2015, all Unrepresented Employees shall receive a two percent (2%) salary increase.

II. ONE TIME OFF SCHEDULE PAYMENT

Effective January 1, 2015, concurrent with the implementation of Unrepresented Employees' contribution towards healthcare coverage, Unrepresented Employees shall receive a one-time payment equivalent to one-percent (1%) of the employee's annual base salary.

III. EMPLOYEE HEALTH BENEFIT CONTRIBUTIONS

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

Effective January 1, 2015, contribution rates for Unrepresented Employees' dental and vision coverage, and contribution rates for Unrepresented dependents' medical, dental and vision coverage shall be increased as set out in the Exhibit A of Attachment 1.

IV. EMPLOYEE HEALTH BENEFIT AMENDMENTS

The City shall implement changes to the healthcare benefit of Unrepresented 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. WORKERS COMPENSATION BENEFIT

Effective the pay period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, the Workers Compensation benefit provided by the City to Unrepresented Employees shall be modified to provide no additional benefits other than those required by applicable state law. This item is separate and apart from any Carve-Out negotiations and/or agreement.

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 16th day of December, 2014.

Milt Stowe, Mayor

ATTEST:
John Lollis, City Clerk

By _____
Luisa Herrera, Deputy City Clerk



HEALTHCARE BENEFIT AMENDMENTS

December 11, 2014

Effective January 1, 2015, or as soon thereafter as possible, the City of Porterville ("City") proposes to 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 coverage, and contribution rates 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 shall make available Flexible Spending Accounts ("FSA") including a Healthcare FSA and Dependent Care FSA.
10. 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.

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

12/11/2014

MEDICAL

CURRENT MONTHLY	PROPOSED 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	\$230	
1995 - 2005		
Employee Only	\$0	
Plus 1	\$150	
Plus 2 or more	\$230	

DENTAL

CURRENT MONTHLY	PROPOSED 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

VISION

CURRENT MONTHLY	PROPOSED 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

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 quarterly 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

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

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.

PUBLIC HEARING

SUBJECT: CONSTRUCTION OF CONCRETE IMPROVEMENTS – W. NORTH GRAND AVENUE RECONSTRUCTION PROJECT (NEWCOMB STREET TO PROSPECT STREET)

SOURCE: Public Works Department - Engineering Division

COMMENT: This is the time and place for a Public Hearing to discuss the proposed construction of concrete improvements for the subject project.

The W. North Grand Avenue Reconstruction Project (Newcomb Street to Prospect Street) includes the construction of curbs, gutters, and drive approaches in front of undeveloped properties and/or developed properties that lack these public improvements. Section 20-40.1 of the Municipal Code stipulates that these improvements, once constructed, shall be reimbursed to the City of Porterville upon the issuance of a new building permit. Section 20-40.2 of the Municipal Code allows the City to recover the cost of the concrete improvements when the owner pulls a building permit(s) from the City and said permit(s) has a valuation of \$18,421.00 or more within a two (2) year period.

Section 20-40.8 of the Municipal Code requires that each property owner affected by the project be notified of this Public Hearing. The notification clearly describes the City's intent to seek reimbursement for the concrete improvements constructed by the City. This section also requires that City Council hold at least one additional Public Hearing prior to the establishment of a fee. Once the fee is established, the City shall record a general notice of "reimbursement fee" with the office of the Tulare County Recorder. The recorded document will officially notify the current owner and potential buyers that the property is subject to a concrete reimbursement fee.

RECOMMENDATION: That the City Council:

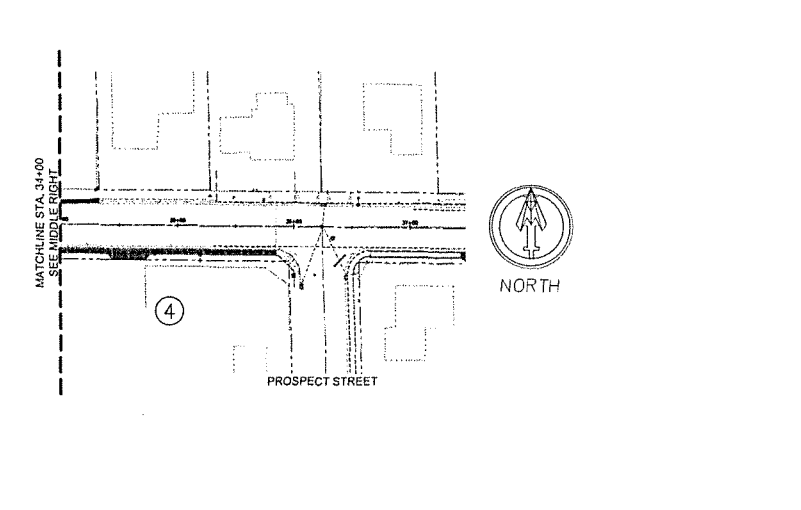
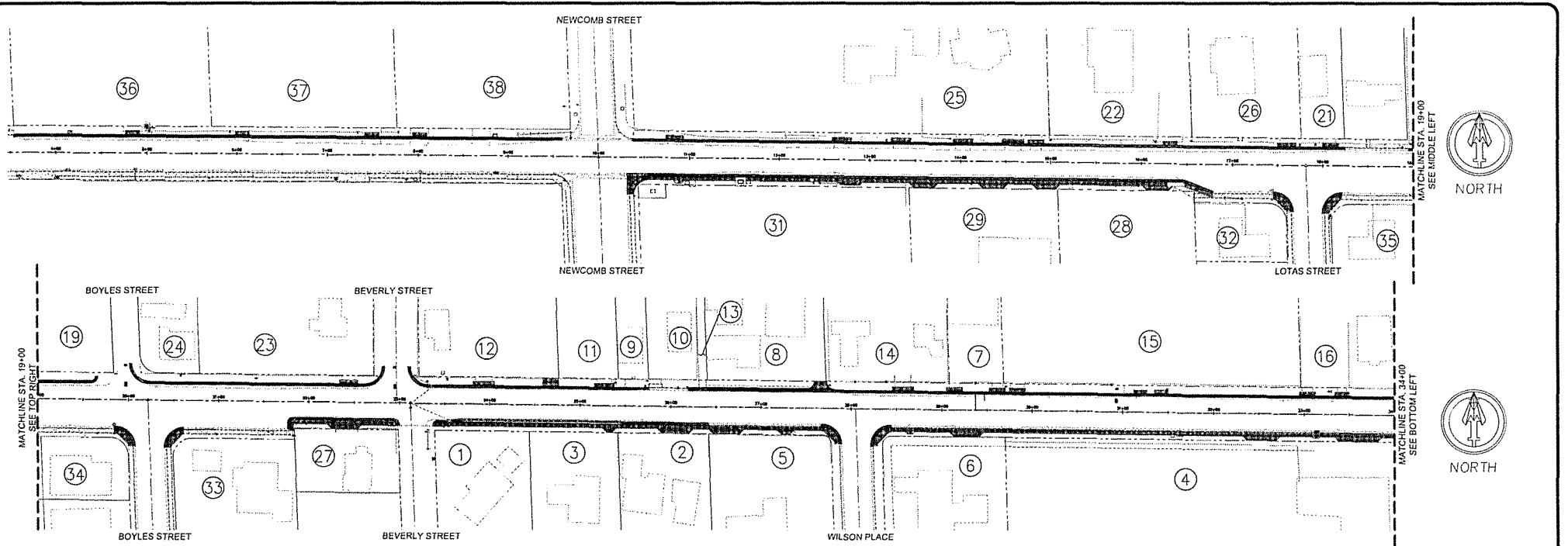
1. Take public comments, concerns and questions; and
2. Authorize staff to schedule a Public Hearing prior to the establishment of a fee for the concrete improvements, in accordance with the Mitigation Fee Act, upon completion of each project.

ATTACHMENTS: Locator Map
Estimated Reimbursement Spreadsheet

P:\pubworks\General\Council\Public Hearing - Construction of Concrete Improvements on W North Grand Ave - 2014-12-16.doc

Dir ___ Appropriated/Funded AMS CM J

Item No. 11



Property Number	APN	SITE ADDRESS	OWNER	OWNER MAILING ADDRESS
1	243-230-004	1385 W NORTH GRAND AVE	THELSON ELDREN	100 S WESTWOOD #51 PORTERVILLE CA 93257
2	243-230-007	1379 W NORTH GRAND AVE	HITZELL JOYSHA D E, ELLIENDE	1353 N GRAND AVE PORTERVILLE CA 93257
3	243-230-020	1375 W NORTH GRAND AVE	CAMPBELL ELDREN H	100 S WESTWOOD #51 PORTERVILLE CA 93257
4	243-230-022	1243 W NORTH GRAND AVE	TULARE COUNTY OF	TULARE COUNTY COURTHOUSE VISALIA CA 93291
5	243-230-035	1331 W NORTH GRAND AVE	AYALA YAMMIN TAPPA	1331 W NORTH GRAND AVE PORTERVILLE CA 93257
6	243-230-038	1331 W NORTH GRAND AVE	RENEVEZ BRANON & MARGARET L	1331 W NORTH GRAND AVE PORTERVILLE CA 93257
7	243-240-001	1394 W NORTH GRAND AVE	WIELAND ERIC	2081 W ORANGE AVE PORTERVILLE CA 93257
8	243-240-002	1344 W NORTH GRAND AVE	NAGI ALI ALI & HADIAH MOSEH	1340 W NORTH GRAND AVE PORTERVILLE CA 93257
9	243-240-003	1352 W NORTH GRAND AVE	GRAY BILL & MARGARET	472 W OLIVE AVE PORTERVILLE CA 93257
10	243-240-004	1354 W NORTH GRAND AVE	GOFFWIND JIBS & FRANKIE	137 X ST PORTERVILLE CA 93257
11	243-240-007	1340 W NORTH GRAND AVE	RAMIREZ GUADALUPE M	1350 W NORTH GRAND AVE PORTERVILLE CA 93257
12	243-240-008	1394 W NORTH GRAND AVE	DUNLAR GUY W & VERNEAL D	1394 W NORTH GRAND AVE PORTERVILLE CA 93257
13	243-240-017	1350 W NORTH GRAND AVE	TREVINO JULANITA	1350 W NORTH GRAND AVE PORTERVILLE CA 93257
14	243-240-014	1312 W NORTH GRAND AVE	CABRANZA ALBERTO	20865 RD 254 STRATFORD CA 93167
15	243-240-015	1250 W NORTH GRAND AVE	SHEA CENTER DR PORTERVILLE	1475 N HIGHLAND DR PORTERVILLE CA 93257
16	243-240-020	1236 W NORTH GRAND AVE	BUTTAR BACHITTAR SINGH	1503 N NEWCOMB ST PORTERVILLE CA 93257
17	243-270-014	1454 W NORTH GRAND AVE	CASIRIANA ALBERTO	20866 RD 254 STRATHMORE CA 93267
21	243-270-016	1478 W NORTH GRAND AVE	RAMOS RAMON	1478 W NORTH GRAND AVE PORTERVILLE CA 93257
22	243-270-017	1532 W NORTH GRAND AVE	SANCHEZ JAMES N & CATHY	1532 W NORTH GRAND AVE PORTERVILLE CA 93257
23	243-270-022	1829 N BEVERLY DR	PELOREZA ANTONIO & SAN JUAN	1829 N BEVERLY DR PORTERVILLE CA 93257
24	243-270-024	1438 W NORTH GRAND AVE	MENDOZA JOSE A & MARIA R	1438 W NORTH GRAND AVE PORTERVILLE CA 93257
25	243-270-037	1555 W NORTH GRAND AVE	ATTIN INGRAMAM LIVING TRUST	1544 W NORTH GRAND PORTERVILLE CA 93257
26	243-270-038	1480 W NORTH GRAND AVE	MANGILLA ROSA EVELIA	1480 W NORTH GRAND AVE PORTERVILLE CA 93257
27	243-280-006	1787 N BEVERLY ST	DOMINGO KEITH & MARITISS	944 N COTTAGE ST PORTERVILLE CA 93257
28	243-280-013	1511 W NORTH GRAND AVE	LOFFLAND CHARLES R SR & DONNA M	1511 W NORTH GRAND PORTERVILLE CA 93257
29	243-280-022	1525 W NORTH GRAND AVE	SALAZAR RAQUEL	1525 W NORTH GRAND PORTERVILLE CA 93257
31	243-280-030	1748 W LOTAS ST	CH CALVARY BAPTIST CHURCH	1748 W NEWCOMB PORTERVILLE CA 93257
32	243-280-031	1791 N LOTAS ST	RAYA LOURDES	1791 N LOTAS PORTERVILLE CA 93257
33	243-280-052	1425 W NORTH GRAND AVE	MAX THORNE RANDY & MICHELLE	1425 W NORTH GRAND PORTERVILLE CA 93257
34	243-280-053	1793 N BOYLES ST	SALAZAR ANAMANDO	1863 W BRIAN AVE PORTERVILLE CA 93257
35	243-280-066	1790 N LOTAS ST	POZAS RUBEN	1790 N LOTAS ST PORTERVILLE CA 93257
36	243-310-025	1658 W NORTH GRAND AVE	CURRY GREGORY A & KARRI C	1658 W NORTH GRAND AVE PORTERVILLE CA 93257
37	243-310-027	1648 W NORTH GRAND AVE	BERNANDEZ GABRIEL M & NOEMI S	1642 W NORTH GRAND AVE PORTERVILLE CA 93257
38	243-310-028	1626 W NORTH GRAND AVE	SAEEN ALI A	1205 W WESTFIELD AVE PORTERVILLE CA 93257

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 N MAIN ST. PORTERVILLE, CALIFORNIA 93257 530 782-7462

DESIGN BY	DC
DRAWN BY	CAL
CHECKED BY	DC
DATE	DECEMBER 2, 2011

CITY ENGINEER	-	DATE	-
PUBLIC WORKS DIRECTOR	R.C.E.	DATE	-

REVISION NO.	-	DATE	-
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**W. NORTH GRAND AVENUE RECONSTRUCTION,
CONCRETE REIMBURSEMENT MAP**

Exhibit "B"

W North Grand Reconstruction Project -Prospect to Hwy 65
Reimbursement for City Installed Improvements

Property #	APN	OWNER-Property Address	Owner Address	Curb/Gutter	Sidewalk	Driveway	Total
1	243-230-004	SHELDON ELDEEN-1385 W. North Grand Avenue	100 S WESTWOOD #51	\$2,254.60	\$3,014.80	\$0.00	\$5,269.39
2	243-230-007	KITTRELL JOSHUA D & ELFRIEDE-1359 W. North Grand Avenue	1359 N GRAND AVE	\$1,710.38	\$3,031.71	\$865.80	\$5,607.89
3	243-230-020	CAMPBELL ELDEEN H-1375 W. North Grand Avenue	100 S WESTWOOD #51	\$2,185.40	\$1,878.36	\$0.00	\$4,063.76
4	243-230-022	TULARE COUNTY OF	TULARE COUNTY COURTHOUSE	\$82.50	\$17,799.70	\$3,245.20	\$21,127.40
5	243-230-035	AYALA VASMIN TAPIA-1331 W. North Grand Avenue	1331 W NORTH GRAND AVE	\$528.00	\$2,618.61	\$864.17	\$4,010.78
6	243-230-038	BENEVIDEZ RAMON & MARGARET L-1311 W. North Grand Avenue	1311 W NORTH GRAND AVE	\$534.60	\$3,636.80	\$867.13	\$5,038.53
7	243-240-001	WIELAND ERIC- 1304 W North Grand Avenue	1431 W MEDIAN COURT	\$990.83	\$0.00	\$1,198.80	\$2,189.63
8	243-240-002	NAGI ALI ALI & HADIAH MOSLEH- 1344 W North Grand Avenue	1340 W NORTH GRAND AVE	\$2,087.42	\$0.00	\$1,126.87	\$3,214.29
9	243-240-003	GRAY BILL & MARGARET- 1362 W. North Grand Avenue	472 W OLIVE AVE	\$544.50	\$0.00	\$0.00	\$544.50
10	243-240-004	GUERRERO J LUIS & FRANCES-1354 W. North Grand Avenue	332 S F ST	\$196.85	\$0.00	\$0.00	\$196.85
11	243-240-007	RAMIREZ GUADALUPE M- 1360 W. North Grand Avenue	1350 W NORTH GRAND AVE	\$1,087.02	\$0.00	\$732.60	\$1,819.62
12	243-240-008	DUNLAP GUY W & VERNEAL D- 1394 W. North Grand Avenue	1394 W NORTH GRAND AVE	\$2,805.00	\$0.00	\$1,398.60	\$4,203.60
13	243-240-012	TREVINO JUANITA- 1350 W. North Grand Avenue	1350 W NORTH GRAND AVE	\$150.15	\$0.00	\$0.00	\$150.15
14	243-240-014	CARRANZA ALBERTO- 1312 W. North Grand Avenue	20860 RD 254	\$2,344.65	\$0.00	\$799.20	\$3,143.85
15	243-240-015	SIKH CENTER OF PORTERVILLE- 1250 W. North Grand Avenue	1475 N HIGHLAND DR	\$5,414.97	\$0.00	\$1,931.40	\$7,346.37
16	243-240-020	BUTTAR BACHITTAR SINGH- 1236 W. North Grand Avenue	1503 N NEWCOMB ST	\$2,260.50	\$0.00	\$1,132.20	\$3,392.70
19	243-270-014	CARRANZA ALBERTO- 1454 W. North Grand Avenue	20860 RD 254	\$1,182.72	\$0.00	\$0.00	\$1,182.72
21	243-270-016	RAMOS RAMON- 1478 W. North Grand Avenue	1478 W NORTHGRAND AVE	\$793.65	\$0.00	\$599.40	\$1,393.05
22	243-270-017	SANCHEZ JAMES N & CATHY- 1512 W. North Grand Avenue	1512 W NORTH GRAND AVE	\$2,583.90	\$0.00	\$532.80	\$3,116.70
23	243-270-022	PEDRAZA ANTONIO & SAN JUAN- 1829 N. Beverly Drive	1829 N BEVERLY DR	\$3,531.00	\$0.00	\$666.00	\$4,197.00
24	243-270-024	MENDOZA JOSE A & MARIA R- 1438 W. North Grand Avenue	1438 W NORTH GRAND	\$1,443.75	\$0.00	\$0.00	\$1,443.75
25	243-270-027	INGRAHAM DAVID W & MARY J (TRS)- 1552 W. North Grand Avenue	ATTN INGRAHAM LIVING TRUST	\$7,614.75	\$0.00	\$4,262.40	\$11,877.15
26	243-270-028	MANCILLA ROSA EVELIA- 1490 W. North Grand Avenue	1490 W NORTH GRAND AVE	\$1,989.41	\$0.00	\$699.30	\$2,688.71
27	243-280-006	DOMINGO KEITH & MARITESS-1787 N. Beverly Street	944 N COTTAGE ST	\$2,064.40	\$3,529.24	\$865.80	\$6,459.44
28	243-280-013	LOFFLAND CHARLES R SR & DONNA M-1511 W North Grand Avenue	1511 W NORTH GRAND	\$2,491.50	\$4,450.88	\$702.48	\$7,644.86
29	243-280-022	SALAZAR MIGUEL-1525 W. North Grand Avenue	1525 W NORTH GRAND	\$2,717.55	\$5,363.05	\$1,864.80	\$9,945.40
31	243-280-030	CH-CALVARY BAPTIST CHURCH-1768 N. Newcomb Street	1768 N NEWCOMB	\$4,877.65	\$8,412.71	\$0.00	\$13,290.36
32	243-280-031	RAYA LOURDES-1791 N. Lotas Street	1791 N LOTAS	\$882.75	\$1,573.35	\$0.00	\$2,456.10
33	243-280-052	HAWTHORNE RANDY & MICHELLE-1425 W. North Grand Avenue	1425 W NORTH GRAND	\$632.69	\$1,082.65	\$0.00	\$1,715.34
34	243-280-053	SALAZAR ARMANDO-1793 N. Boyles Street	1863 W BRIAN AVE	\$511.50	\$952.64	\$0.00	\$1,464.14
35	243-280-066	ROJAS RUBEN-1790 N. Lotas Street	1790 N LOTAS ST	\$529.65	\$985.54	\$0.00	\$1,515.19
36	243-310-025	CURRY GREGORY A & KARRI C-1658 W. North Grand Avenue	1658 W NORTH GRAND AVE	\$3,597.00	\$0.00	\$532.80	\$4,129.80
37	243-310-027	FERNANDEZ GABRIEL M & NOEMI S-1648 W. North Grand Avenue	1642 W NORTH GRAND AVE	\$3,383.49	\$0.00	\$1,065.60	\$4,449.09
38	243-310-028	SALEH ALI A- 1626 W. North Grand Avenue	1205 W WESTFIELD AVE	\$3,007.95	\$0.00	\$532.80	\$3,540.75
Totals (Subject to Change Based on Final Field Measurements)							\$141,709.19

CITY COUNCIL AGENDA: DECEMBER 16, 2014

PUBLIC HEARING

SUBJECT: FEES RELATED TO ANNEXATIONS AND EXTRATERRITORIAL SERVICE AGREEMENTS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

HISTORY: At the meeting of October 21, 2014, the City Council approved a comprehensive amendment to the Annexation & Municipal Services Policy, Resolutions 74-2014 and 75-2014 (Attachments 1 & 2), that provide direction to staff on the objectives and procedures related to processing applications for annexation and/or extension of municipal services beyond the city limit. With the approval of these resolutions, the Council directed staff to review fees associated with processing Annexations and Extraterritorial Service Agreements, provide an appropriate fee for the escrow fund for future annexations, and bring back a report with recommendations to the City Council.

COMMENT: Staff has reviewed the time and effort required of the various applications, and has investigated the appropriateness of an "escrow account" to help offset the eventual cost of an annexation in specific circumstances. Currently, the only City fee in place for annexation is \$3,670 for the application, although general development application fees are also applied. As a result, the current approximate cost of an annexation application totals \$4,420, not including environmental compliance. This does not include Local Agency Formation Commission (LAFCo) fees or Board of Equalization fees, which together can typically exceed \$5,000, unless the project is an island.

No fee currently exists for an extraterritorial service connection, except the physical connection of the site to the system. LAFCo has a fee of \$121 plus actual costs in excess of that amount for Extraterritorial Service Agreements (ESA) processed by the Executive Officer; if an ESA must be considered by the Commission, the fee is \$334, plus actual costs in excess of that amount. Currently, City staff spends approximately three hours per ESA application reviewing the materials and preparing for submittal to LAFCo. It seems reasonable to establish an appropriate fee for this effort.

To support the revised policy's position in favor of annexation, staff has looked into a tiered fee schedule for annexation applications. A "major" annexation could be defined as an annexation of parcels where the applicant controls less than 75% of the properties; this would require additional noticing and public meetings for those other properties within the proposed annexation. A "minor" annexation could be defined as an annexation where the applicant controls 75% or more of the properties included within the proposed annexation. Island annexations would also be defined as "minor" annexations.

DD 90 Appropriated/Funded MB CM J Item No. 12

ANALYSIS: The City Council adopted the current fee for annexation with Resolution 44-2006, when the most recent comprehensive fee analysis was completed. As noted above, that fee is \$3,670; at the time of the adoption of that fee, it was noted as a “Major” annexation, and that note remains on the fee schedule. However, a “minor” annexation fee was never established. Using logic justified by LAFCo’s fee reduction for island annexations, staff would recommend that the fee for a “minor” annexation be 50% of the “major” annexation fee which would be \$1,835. The efforts related to public outreach in situations defined as a “minor” annexation are substantially reduced, and while the efforts may not be cut in half, a reduced fee is certainly appropriate.

In situations where properties would not be annexed, two fees are presented for consideration. The policy calls for a recorded, official agreement between the property owner and the City of Porterville, to be approved in a manner consistent with Chapter 609 of the Development Ordinance. A similarly standardized request is a modification of entitlement permit, which requires staff review and Council approval. The current fee adopted for that effort is \$150; the fee is applied when a modification to an existing entitlement (such as a Conditional Use Permit) is requested by the applicant. Staff feels that the amount of effort required of this new agreement is comparable, and recommends the adoption of a fee of \$150 to prepare the Extraterritorial Service Agreement for recordation.

Another cost associated with Extraterritorial Service Agreements would be a proposed fee deposit into an escrow account to offset the cost once certain thresholds are met in order to allow an annexation to move forward at a later, more appropriate time. Staff recommends that this cost be established per square footage, and “blocks” would be defined for areas where annexation is not immediately possible. The proposed cost per square foot of property is \$0.0136 cents, as explained in detail below. Accounts could be established per block to hold funds deposited with requests for extraterritorial service connections in escrow until such time as a larger property owner or the City selects to pursue annexation of the area. The basis for this fee deposit is areas approximately 20 acres in size; blocks larger than that would result in complexities associated with managing the account. Using that baseline, the fees to be deposited into an escrow account associated with a 20 acre annexation are as follows:

- City fees per acre: \$379.25
 - If the Council adopts the proposed fee for “Minor” annexations at \$1,835, then assuming annexation would not occur until a minimum of 75% of the property owners have recorded the “Irrevocable Agreement to Annex,” the City Annexation fees, including the PRC fee and an estimated cost of \$5,000 to complete environmental review would be \$7,585 for a 20 acre area, which becomes \$379.25 per acre.

- LAFCo fees per acre: \$174.00
 - Per the recently adopted policy, if an area were an island, it would be required to annex, so the determination of a fee for an Extraterritorial Service Agreement would by default be a standard annexation. The LAFCo fee for a standard annexation application is \$3,476.00; divided by 20 acres, the amount per acre is \$174.00.
- Board of Equalization fees per acre: \$40.00
 - The Board of Equalization's current fee to process an annexation of 20 acres is \$800.00. This would result in a fee per acre of \$40.00.
- Total fees to be deposited into an escrow account:
 - Per 20 acre "block": \$11,861
 - Per acre: \$593.05
 - Per square foot: \$0.0136
 - An average 6,000 square foot residential parcel would pay \$81.69 toward the escrow account. Larger parcels would pay more according to square footage of the lot.

It should be noted that the two new application requirements for Extraterritorial Service Agreements both require recordation by Tulare County. While the City would not establish a fee for the recordation, the County does charge for this process. As is done with other "pass-through" fees that are required to certify an action, the City will require the submittal of this check in advance of approving the agreement. The check would be payable to the County, and the City would send it on behalf of the applicant with the other materials for recordation.

RECOMMENDATION: That the City Council adopt the draft resolution defining fees associated with processing Extraterritorial Service Agreements and "minor" annexations.

ATTACHMENTS:

1. Resolution 74-2014 Defining Objectives and Policies for Annexations and Municipal Services
2. Resolution 75-2014 Establishing Procedures for Annexations and Extension of Municipal Services
3. Draft resolution adopting fees related to annexations and extension of municipal services

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

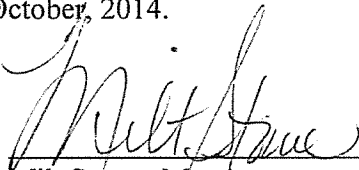
BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

**ATTACHMENT
ITEM NO. |**

2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 75 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

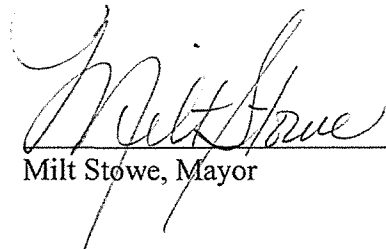
WHEREAS: The City Council of the City of Porterville, acknowledging that over time policies and procedures must be evaluated and reconsidered in light of changes to the regulatory environment and physical setting of the community, adopted a resolution defining objectives and policies for annexations and municipal services; and

WHEREAS: The evaluation of applications and service requests has long been delegated to staff, a practice that has the potential to lend itself to inconsistent implementation of succinctly defined procedures; and

WHEREAS: Local, regional, and state laws have changed since the Council's last review of policies and procedures related to annexations and extension of municipal services.


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define procedures to submit application for annexations and municipal services, and to have said application(s) processed as outlined in Exhibit "A," attached.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

**ATTACHMENT
ITEM NO. 2**

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, application for Development Agreement (to be enacted only in the event of failed annexation attempt), Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCo staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the Development Agreement.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single-family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, application for Development Agreement, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and Covenants:
 - a. A Development Agreement must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's expense.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's expense.
4. Time Limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections which necessitate the extension of one or more municipal facilities to property in order to make such connections shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and, as such, an extraterritorial service request cannot be denied; however, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council to approve an extraterritorial service connection:

- That the subject property is a previously developed single-family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and, as such, an extraterritorial service request cannot be denied; however, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council to approve an extraterritorial service connection:

- That the subject property is a previously developed single-family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

RESOLUTION NO _____ - 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ADOPTING CERTAIN FEES RELATED TO
ANNEXATIONS AND EXTENSION OF MUNICIPAL SERVICES

WHEREAS, on October 21, 2014, the Council adopted Resolutions 74-2014 and 75-2014, approving policies and procedures related to annexations and extension of municipal services, and as a result defined tasks and services to be provided by staff; and

WHEREAS, associated with the adoption of those new policies and procedures, the Council directed staff to evaluate appropriate fees for consideration.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY RESOLVE that fees associated with annexations and extension of municipal services are adopted as attached hereto as Exhibit "A."

PASSED, APPROVED, AND ADOPTED this ____ day of December, 2014.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT "A"

FEES RELATED TO ANNEXATIONS AND EXTENSION OF MUNICIPAL SERVICES

FEE SERVICE NAME/DESCRIPTION	APPROVED FEE
Minor Annexation	\$1,835.00
Extraterritorial Service Agreement for service connection	\$150.00
Deposit into Annexation Escrow account, per square foot	\$0.0136

HEARING

SUBJECT: RESOLUTION OF NECESSITY PERTAINING TO THE ACQUISITION OF A PORTION OF PROPERTY LOCATED AT APN #261-020-010, OWNER LYNDA MOURTON, FOR PROPOSED WALKING AND RIDING TRAIL FOR THE TULE RIVER PARKWAY MASTER PLAN PROJECT, PHASE III

SOURCE: City Attorney's Office

COMMENT: Staff has sent several communications to the owner/representative of the subject property, Lynda Mourton, to acquire the above-referenced portion of property. This portion of the property needs to be acquired in order to construct a walking and riding trail as part of the Tule River Parkway Master Plan Project, Phase III. The City and property owner are working towards but have not yet finalized an agreement.

Staff is asking City Council to adopt a Resolution of Necessity, as the plans for the proposed project are complete and the City needs to commence construction work soon in order to preserve project funding. The City Attorney has prepared the attached Resolution of Necessity as authorized and for adoption by City Council. The statutory offer and summary of the basis for just compensation, pursuant to Government Code Sections 7267.1 and 7267.2(a) and prepared by City and/or its agent, have been sent to the owners. The City Attorney has also notified the above owner, in writing via certified mail, at least 15 days prior to the Council meeting, that this matter would be scheduled for this meeting's agenda. As of today, no request to be heard has been received by the City from the property owners. In adopting a Resolution of Necessity, the City Council must find that the public interest and necessity require the project, that the project is planned or located in the manner that will be most compatible with the greatest public good and least private injury, and that the property sought to be acquired is necessary for the project. Passage of the Resolution requires a two-thirds vote of all members of the City Council.

RECOMMENDATION: That City Council:

1. Hear testimony from the owners and/or their representative(s), if they appear at the hearing and request to be heard;

2. Adopt the attached Resolution of Necessity; and
3. Authorize the City Attorney to take all appropriate action necessary to acquire said property on behalf of the City of Porterville.

ATTACHMENT: Resolution of Necessity and Attachments

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CITY COUNCIL, CITY OF PORTERVILLE
COUNTY OF TULARE, STATE OF CALIFORNIA

RESOLUTION NO. _____ - 2014

RESOLUTION OF NECESSITY REQUIRING THE EXERCISE OF
THE POWER OF EMINENT DOMAIN PERTAINING TO THE ACQUISITION OF
PROPERTY FOR USE BY THE CITY OF PORTERVILLE FOR CONSTRUCTION OF
WALKING AND RIDING TRAIL FOR TULE RIVER PARKWAY MASTER PLAN
PROJECT, PHASE III IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION
1245.210 ET SEQ. OF THE CODE OF CIVIL PROCEDURE OF THE STATE OF
CALIFORNIA

WHEREAS, the City of Porterville intends to undertake a project to construct a walking and riding trail as part of the Tule River Parkway Master Plan Project, Phase III and complete related work; and

WHEREAS, after notice and opportunity have been given to the property owner(s) at issue, the City Council of the City of Porterville hereby finds and determines as follows:

1. The City of Porterville intends to construct the aforementioned Project, a public use, together with related improvements to carry out and make effective the principal purpose pursuant to Code of Civil Procedure Section 1240.120(a), and in connection therewith, acquire interest in certain real property. Said public use is a function of the City of Porterville.

2. The City of Porterville is authorized to acquire the portion of the parcel described in Appendix 1 herein and exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 et seq. and pursuant to Government Code Section 37350.5, Streets and Highways Code Section 5100 et seq., and Sections 3 and 4 of the Charter of the City of Porterville.

3. The property to be acquired will affect a portion of a parcel generally located at APN# 261-020-010 and consisting of the property more particularly described

in Appendix 1, attached hereto and incorporated herein by reference together with a map thereof.

4. On December 1, 2014, there was mailed a Notice of City of Porterville's Intent to Adopt a Resolution of Necessity for acquisition by eminent domain of the real property described in Appendix 1 herein, which Notice of Intent is attached hereto as Appendix 2 and is incorporated herein by this reference. Said Notice of Hearing was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an interest in the property described in Appendix 1. Said Notice advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein. Said persons received the Notice of Intent.

5. The hearing set out in said Notice was held on December 16, 2014, at the time and place stated therein, and all interested parties were given an opportunity to be heard. The hearing was closed.

Based upon the evidence presented, this City Council by vote of two-thirds or more of its members, further finds, determines, declares, and resolves each of the following:

- a. The public interest and necessity require the proposed project.
- b. The proposed project serves a public purpose and is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The property described herein in Appendix 1 is necessary for the proposed project.
- d. The offer required by Section 7267.2(a) of the Government Code, and the summary of the basis for the amount established as just compensation, attached hereto in Appendix 2, was made to the owner or owners of record.

- e. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the property described herein have been complied with by the City of Porterville.
 - f. A portion of the property described in Appendix 1 may be acquired for a more necessary public use pursuant to Code of Civil Procedure Section 1240.610. The City Council further finds and determines that insofar as and to the extent that said parcel has heretofore been dedicated to a public use for telephone and/or electric utility purposes, the acquisition and use of said parcel by the City of Porterville for the public use described above is for a more necessary public use than the use to which the property has already been appropriated.
6. The City Attorney is hereby AUTHORIZED and EMPOWERED:
- a. To acquire in the name of the City of Porterville, by condemnation, the property described in Appendix 1, attached hereto and incorporated herein by this reference in accordance with the provisions of the California Eminent Domain Law and the Constitution of California;
 - b. To acquire the property in fee simple unless a lesser estate is described in Appendix 1, herein;
 - c. To prepare or have prepared and to prosecute or to retain counsel to prosecute in the name of the City of Porterville such proceedings in the proper court as are necessary for such acquisition;
 - d. To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the City

of Porterville to take immediate possession and use of said property for said public uses and purposes.

This Resolution was passed by the City Council members of the City of Porterville at a regularly scheduled meeting thereof on the 16th day of December, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Mayor Milt Stowe, City of Porterville

ATTEST:

John Lollis, City Clerk,
City of Porterville

By: Patrice Hildreth, Chief Deputy City Clerk

APPENDIX 1

APN: 261-020-010
Owner: Mourton

LEGAL DESCRIPTION

Exhibit "A"

That portion of the Northeast quarter of the Southwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING AT the Northwest corner of said Northeast quarter of the Southwest quarter;

THENCE, South 89°25'17" East, along the north line of said Northeast quarter of the Southwest quarter, a distance of 924.00 feet;

THENCE, South 00°28'58" West, parallel with the west line of said Northeast quarter of the Southwest quarter, 787.60 feet, to a point in the center line of the Tule River and the **POINT OF BEGINNING**;

THENCE, North 84°17'26" West, along said center line of the Tule River, a distance of 153.40 feet;

THENCE, North 85°49'54" West, a distance of 272.40 feet;

THENCE, North 79°00'11" West, a distance of 151.96 feet;

THENCE, North 89°52'46" West, 350.00 feet, to a point in the west line of said Northeast quarter of the Southwest quarter;

THENCE, South 00°28'58" West, along the west line of said Northeast quarter of the Southwest quarter, a distance of 199.43 feet;

THENCE, North 87°35'07" East, a distance of 320.00 feet;

THENCE, South 85°15'43" East, a distance of 606.08 feet, to a point in a line 924.00 feet easterly and parallel with the west line of said Northeast quarter of the Southwest quarter;

THENCE, North 00°28'58" East, parallel with the west line of said Northeast quarter of the Southwest quarter, 171.22 feet to the **POINT OF BEGINNING**;

CONTAINING: 167,187 square feet (3.84 acres) more or less.

BASIS OF BEARING for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°25'17" East, per Record of Survey, filed in Book 21 of Licensed Surveys at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

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

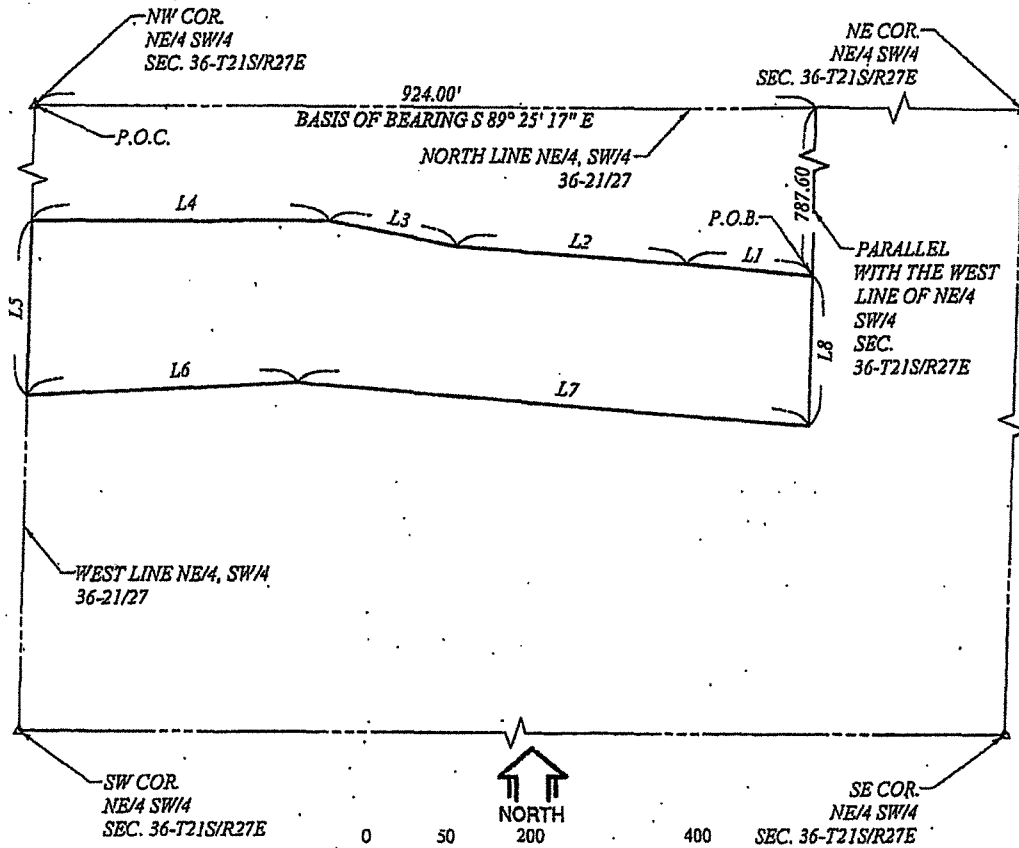
Signature: Michael K. Reed
Michael K. Reed, Licensed Land Surveyor

Date: 1/12/2012



PARCEL PLAT

EXHIBIT "B"



0 50 200 400



SCALE: 1"=200'

Line Table		
Line #	Length	Bearing
L1	153.40	N84° 17' 26"W
L2	272.40	N85° 49' 54"W
L3	151.96	N79° 00' 11"W
L4	350.00	N89° 52' 46"W
L5	199.43	S00° 28' 58"W
L6	320.00	N87° 35' 07"E
L7	606.08	S85° 15' 43"E
L8	171.22	N00° 28' 58"E

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 659 782-7482

PORTION OF THE NORTHEAST QUARTER OF
THE SOUTHWEST QUARTER SECTION 36,
TOWNSHIP 21 SOUTH, RANGE 27 EAST,
MOUNT DIABLO BASE AND MERIDIAN, IN
THE CITY OF PORTERVILLE, COUNTY OF
TULARE, STATE OF CALIFORNIA

OWNER: LYNDA MOURTON
APN: POR. 261-020-010
AREA: 167,187 S.F.
ACRES: 3.84
DRAWN BY: JB
CHK'D BY: DB

APPENDIX 2

WALTER McCORMICK (1926 - 2005)
S.L. KABOT
NANCY A. JENNER
JULIA M. LEW
CHAD M. LEW

MATTHEW C. PIERCE

LAW OFFICES OF
MCCORMICK KABOT JENNER & LEW
A PROFESSIONAL CORPORATION
1220 WEST MAIN STREET
VISALIA, CALIFORNIA 93291

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(559) 734-8762

INTERNET
WWW.MKJW.COM

December 1, 2014

Ms. Lynda Mourton
617 S. Plano Street
Porterville, CA 93257

Murray Tragish, Esq.
1405 Commercial Way, Ste. 130
Bakersfield, CA 93309

RECEIVED
DEC 04 2014
CITY OF PORTERVILLE
CITY MANAGER

RE: Notice of City of Porterville's Intent to Adopt a Resolution of Necessity to Acquire Property by Eminent Domain [CA Code of Civil Procedure 1245.235]

Site Address: (No Address), Porterville, CA
Assessor's Parcel Number: 261-020-010

Dear Ms. Mourton and Mr. Tragish:

The City of Porterville is aware that substantial progress has been made toward settling the issues related to the City's proposed acquisition of the above-referenced property, and appreciates the effort you are making to that end. However, due to the time frame for the project it is necessary to move forward with the proceedings required prior to a potential eminent domain action. Notwithstanding this notice, the City has every intention of coming to an amicable resolution and will continue to work toward that end.

- 1. Notice of Intent of City Council to Adopt a Resolution of Necessity.** The City Council intends to consider the adoption of a Resolution of Necessity on December 16, 2014 that, if adopted, will authorize the City of Porterville to acquire the property described herein by eminent domain for the purpose of developing a walking and riding trail as part of the Tule River Parkway Master Plan Project, Phase III. A description of the property being considered for acquisition is included in the attachment marked Appendix A.
- 2. Notice of Your Right to Appear and Be Heard.** Please take notice that the City Council of the City of Porterville, at a regular meeting to be held on Tuesday, December 16, 2014 at 6:30 p.m., or as soon thereafter as the matter may be heard, at Porterville City Hall, 291 N. Main Street, Porterville, California, will hold a hearing on whether such a Resolution of Necessity should be adopted, as required by California Code of Civil Procedure section 1245.235 for the commencement of an eminent domain proceeding to acquire real property.

You have a right to appear and be heard before the City Council at the above scheduled hearing on the following matters and issues, and to have the City Council give judicious consideration to your testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity:

- a. Whether the public interest and necessity require the proposed project;
- b. Whether the proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c. Whether the property sought to be acquired by eminent domain and described in the Resolution of Necessity is necessary for the proposed project;
- d. Whether the offer required by Government Code section 7267.2(a), together with the accompanying statement and summary basis for the amount established as just compensation, was actually made to you and whether said offer and statement/summary were in a form and contained all of the factual information required by Government Code section 7267.2(a). Said offer(s) and a copy of Government Code section 7267.2(a) is attached hereto and included in Appendix A.
- e. Whether City Council has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the "right to take") to acquire the property described herein, including relocation assistance, as well as any other matter regarding the right to take said property by eminent domain; and
- f. Whether City Council has statutory authority to acquire the property by eminent domain.

A copy of the proposed Resolution of Necessity will be available, upon your request, for inspection at the office of the Clerk of City Council at Porterville City Hall, 291 N. Main Street, Porterville, California five (5) days after this Notice was mailed and prior to the hearing at the place of the hearing.

Your name appears on the last equalized Tulare County assessment roll and as Owner (in our preliminary title report) of the property required for the proposed project.

The statutes that authorize the City to acquire the property by eminent domain for this proposed project are Porterville City Charter Section 4 and California Government Code Section 37350.5.

3. If you desire to be heard, please be advised that you may file a written request with the clerk of the governing board within fifteen (15) days after this Notice was mailed. You must file your request to be heard at: Porterville City Hall, 291 N. Main Street, Porterville, California.

If you elect not to appear and be heard in regard to compensation, your nonappearance will not be a waiver of your right to claim greater compensation in a court of law. The amount to be paid for the property will not be considered by the board at this hearing.

If you elect not to appear and not to be heard, your failure will be a waiver of your right to later challenge the right of the City to take the property by eminent domain.

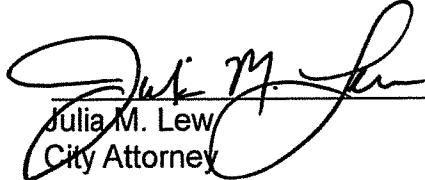
The amount of the compensation to be paid for the acquisition of the property is

not a matter or issue being heard by City Council at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, in and as determined by a Court of Law in accordance with the laws of the State of California. This Notice is not intended to foreclose future negotiations between you and the representatives of the City on the amount of compensation to be paid for your property. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a Court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the property by eminent domain.

If City Council elects to adopt the Resolution of Necessity, then within six months of the adoption of the Resolution, the City will commence eminent domain proceedings in Superior Court. In that proceeding, the Court will determine the amount of compensation to which you are entitled.

Dated and mailed on December 1, 2014.

McCormick Kabot Jenner & Lew
A Professional Corporation

By: 
Julia M. Lew
City Attorney
City of Porterville

CC: Baldo Rodriguez, Porterville Public Works Director
John Lollis, Porterville City Manager
Matthew C. Pierce

Enclosures: Appendix A

Matt Pierce

From: Matt Pierce [mpierce@mkjw.com]
Sent: Thursday, November 13, 2014 3:43 PM
To: 'Murray Tragish'
Subject: Porterville/Mourton property

Murray, I have spoken with the city about the issues we discussed this afternoon. The city is willing to sell the property through a 30-45 escrow period, and the city is also willing to put up no trespassing signs on the east side of the gate/fence to be constructed along the east boundary of Ms. Mourton's retained parcel. I also confirmed that the city's offer was \$3,500 total for Mr. Oswald to build chain link fences on the east and west sides of the retained parcel. So, if he wishes to accept that offer, the total purchase price will be \$110,500. If not, the city will construct those fences and the purchase price will be \$107,000.

I think we have an agreement. Let me know about how to proceed with the east/west fences, and I will start preparing a purchase agreement.

Thank you,

Matthew C. Pierce
Deputy City Attorney, City of Porterville

McCORMICK, KABOT, JENNER & LEW

1220 West Main Street

Visalia, CA 93291

Office: (559) 734-6729

Fax: (559) 734-8762

This email transmission, and all information contained herein, is the property of McCORMICK, KABOT, JENNER & LEW, A Professional Corporation. It may contain attorney-client communications or work product and, as such, is privileged and confidential, and intended only for the use of the above designated recipient(s). The unauthorized forwarding, printing, copying, or other reproduction of this message is strictly prohibited. If you have received this communication in error, please immediately notify the sender and delete this message. Thank you.

WALTER McCORMICK (1926 - 2005)
S. L. KABOT
NANCY A. JENNER
JULIA M. LEW
CHAD M. LEW

MATTHEW C. PIERCE

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November 11, 2014

Murray Tragish, Esq.
1405 Commercial Way, Ste. 130
Bakersfield CA 93309

**Re: City of Porterville / Lynda Mourton
Acquisition of APN 261-020-10**

Dear Mr. Tragish:

The following is the City of Porterville's latest proposal to purchase the northern section of Ms. Mourton's property in lieu of instigating imminent domain proceedings. I will outline the proposal by addressing your letter of October 21, 2014 point by point. This letter is intended as a summary of our recent conversations. If this letter does not properly reflect our conversations, please let me know.

The numbered points that follow are taken directly from your October 21, 2014 letter. The City's response to each is indicated in bold.

1. My client shall deed to the City all of the property north of the canal, which is located on the northern portion of her property.

The City accepts this item as is.

2. The City will construct a chain-length fence on the east and west boundaries of the retained parcel, and the City will pay all construction repair and maintenance costs associated with the fence.

The City is willing to construct these fences, but will pay Ms. Mourton and Mr. Oswald \$3,500 to construct them. Alternatively, the City will build the fences as requested. However, the City cannot agree to maintain and repair these fences in perpetuity, as they are to be constructed on Ms. Mourton's retained property. To do so would be a violation of the Gift of Public Funds Doctrine. Article XVI, section 6, of the California Constitution prohibits the making of "gifts" of public funds, as cited below:

"The Legislature shall have no power . . . to make any gift or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever . . ."

3. My client shall construct the chain-length fence on the north boundary of the retained parcel, and the City will pay my client the sum of \$17,000.00 to construct said fence. The City will pay for all repair and maintenance costs associated with the fence.

The City agrees to pay Ms. Mourton \$17,000 to construct a fence along the north boundary of her retained property. As discussed above, the Gift of Public Funds Doctrine prohibits the City from maintaining and repairing this fence.

4. The City will include in the construction of the east boundary fence a six-foot locked gate at the easement termination point. Further, the City will provide my client with a key or a lock combination to the locking mechanism.

Please see the City's response to item no. 2. The City is willing to either construct this fence and gate, or pay Ms. Mourton to do so herself. In either event, the city will provide Ms. Mourton with access to the gate.

5. The City will provide "no parking" and "trespassing" signs along the east fence indicating that any placement of vehicles or otherwise are trespassing. Further, signs should be posted alerting parking users that are parking along the east side of my client's property is prohibited.

This item needs further discussion. Parking along the east fence would indicate that someone is parking within Ms. Mourton's east access easement or on her property, and is therefore trespassing. The City is not certain this request's purpose.

6. There will be seven 100 watt nostalgic style lights along the park parameter. They will be similar to the lights along downtown Main Street. The basketball court will have two 465 watt lights, and the lights will point directly downward illuminating only the basketball court.

The City accepts this item as is.

7. The plans for the Parkway do not call for an amphitheatre.

The City confirms that the plans do not call for an amphitheatre.

8. The park shall be open from 7:00 a.m. to 10:00 p.m., or such lesser hours as required or permitted. Alcohol beverages will be prohibited and noise levels shall comply with City standards. Any formal gatherings requiring exclusive use of any park facility or park space shall require a permit.

This request accurately reflects the current usage conditions for the proposed park. These usage conditions are the same for all city parks. However, the conditions are subject to change with amendments or additions to the statutes and municipal codes upon which they are based. The City cannot agree to maintain these usage conditions when and if there

Murray Tragish, Esq.
November 11, 2014
Page 3 of 3

are changes made to the laws upon which they are based.

9. As to the my client's concerns regarding the alleged easement driveway road from Plano Road through the Reeder property (now the Fallen Heroes Park), that runs to the east of my client's propeliy, my client shall Quitclaim any interest in the dirt road but shall require a non-exclusive easement so that she may continue to use the roadway without interruption, if in fact the need arises.

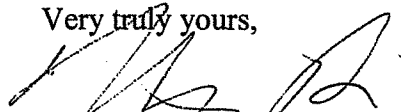
Upon review of the easement documents you have provided to me, the City suggests drawing up a new easement that gives Ms. Mourton's retained parcel the right to non-exclusive use the portion of the access road situated on the City's property. The City has also offered to record this new easement upon its execution. However, this new easement will have no effect on the portion of the access road which runs through the parcel owned by the Estate of Max Young (the portion of the road immediately west of Plano Street).

10. The City shall retain all responsibility and liability for the portion of the properties conveyed to the City.

The City accepts this item as is.

The City further accepts Ms. Mourton's prior offer of \$90,000 for the purchase of this land. This price does not include the proposed amounts that the City has offered to pay to Ms. Mourton for the constructions of fences along the north, east and west ends of her retained parcel.

Very truly yours,



Matthew C. Pierce

LAW OFFICES
MURRAY TRAGISH
1405 COMMERCIAL WAY
SUITE 130
BAKERSFIELD, CALIFORNIA 93309
(661) 324-2648
FAX (661) 324-2654
E-MAIL: murray@murraytragish.com

October 21, 2014

Mathew C. Pierce, Esq.
Law Offices of McCormick, Kabot, Jenner and Lew
1220 West Main Street
Visalia, California 93291

**VIA ELECTRONIC MAIL
AND FIRST CLASS MAIL**

Re: Lynda Mourton / City of Porterville
Acquisition of APN 261-020-10

Dear Mr. Pierce:

In response to your letter of August 18, 2014, and our subsequent telephone conversations regarding my client's discussion with the City of Porterville, my client will sell portions of her property to the City of Porterville for \$90,000.00, based on the following:

1. My client shall deed to the City all of the property north of the canal, which is located on the northern portion of her property.
2. The City will construct a chain-length fence on the east and west boundaries of the retained parcel, and the City will pay all construction repair and maintenance costs associated with the fence.
3. My client shall construct the chain-length fence on the north boundary of the retained parcel, and the City will pay my client the sum of \$17,000.00 to construct said fence. The City will pay for all repair and maintenance costs associated with the fence.
4. The City will include in the construction of the east boundary fence a six-foot locked gate at the easement termination point. Further, the City will provide my client with a key or a lock combination to the locking mechanism.
5. The City will provide "no parking" and "trespassing" signs along the east fence indicating that any placement of vehicles or otherwise are trespassing. Further, signs should be posted alerting parking users that are parking along the east side of my client's property is prohibited.
6. There will be seven 100 watt nostalgic style lights along the park parameter. They will be similar to the lights along downtown Main Street. The basketball court will have two

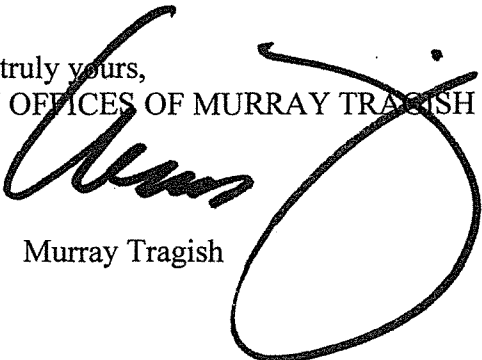
465 watt lights, and the lights will point directly downward illuminating only the basketball court.

7. The plans for the Parkway do not call for an amphitheater.
8. The park shall be open from 7:00 a.m. to 10:00 p.m., or such lesser hours as required or permitted. Alcohol beverages will be prohibited and noise levels shall comply with City standards. Any formal gatherings requiring exclusive use of any park facility or park space shall require a permit.
9. As to the my client's concerns regarding the alleged easement driveway road from Plano Road through the Reeder property (now the Fallen Heroes Park), that runs to the east of my client's property, my client shall Quitclaim any interest in the dirt road but shall require a non-exclusive easement so that she may continue to use the roadway without interruption, if in fact the need arises.
10. The City shall retain all responsibility and liability for the portion of the properties conveyed to the City.

Please advise if the foregoing is amenable to the City.

If you have any further questions, please do not hesitate to contact my offices as soon as possible.

Very truly yours,
LAW OFFICES OF MURRAY TRAGISH


Murray Tragish

MT/ab

Cc: Lynda Mourton

WALTER McCORMICK (1926 - 2005)
S. L. KABOT
NANCY A. JENNER
JULIA M. LEW
CHAD M. LEW

MATTHEW C. PIERCE

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August 18, 2014

Murray Tragish, Esq.
1405 Commercial Way, Ste. 130
Bakersfield CA 93309

**Re: City of Porterville / Lynda Mourton
Acquisition of APN 261-020-10**

Dear Mr. Tragish:

Please be advised that this firm represents the interests of the city of Porterville. I am writing in response to your correspondence of May 23, 2014, regarding the parcel described above. I will respond to your inquiries point by point, using the same numbers as used in your May 23, 2014, correspondence.

1. The City acknowledges and confirms that it will construct the chain link fence on the east, north and west boundaries of the retained parcel, and that the City will pay all construction, repair and maintenance costs associated with the fence as described in your letter of May 23, 2014.

2. The city will include in the construction of the fence a six foot locked gate at the easement termination point. The City will provide Ms. Mourton with a key or a lock combination to the locking mechanism.

3. Parking along the east fence would indicate that someone is parking within Ms. Mourton's east access easement and is therefore trespassing. Signs can be posted alerting park users that parking along the north end of the park (the east side of Mourton property) is prohibited.

4. There will be seven 100-watt nostalgic style lights along the park perimeter. They will be similar to the lights along downtown Main Street. The basketball court will have two 465 watt lights, but these lights will point directly downward illuminating the basketball courts.

5. The plans do not call for an amphitheater.

6. When completed, the park shall be open from 7:00 a.m. to 10:00 p.m. These are the same hours that all city parks are open for public use. Alcoholic drinks are prohibited, and noise levels shall comply with City standards. Formal gatherings requiring exclusive use of any park facility or park space shall require a permit.

Murray Tragish, Esq.
August 18, 2014
Page 2 of 2

7. This inquiry is not clear. If Ms. Mourton holds any riparian rights to the Tule River, these rights should be discoverable through a property title search. Your question seems to imply a demand to the City or Mr. Simon to confirm or deny whether Ms. Mourton has riparian rights. The onus is on Ms. Mourton to provide whatever documentation she may have that spells out her riparian rights to the Tule River. Lacking any information in this regard should settle the matter and not result in the City expending considerable effort on her behalf to determine if she has or does not have riparian rights.

8. Patrons of Fallen Heroes Park do not have to use the dirt roadway to access the park. Fallen Heroes Park can be accessed from Chase Avenue, and patrons of the Tule River Phase III Parkway will have two access points (trailheads) across the roadway from Fallen Heroes Park to the Tule River Phase III Parkway. The property purchased from the Reeders wholly contains the dirt roadway in question. With respect to the claimed easement, Ms. Mourton will need to show that she has a recorded easement for use of the roadway.

The City, in the course of completing its due diligence, reviewed all documents available and did not find any recorded easement in favor of Ms. Mourton. Nevertheless, the City is prepared to offer Ms. Mourton a non-exclusive easement that she may continue to use the roadway without interruption. The City cannot agree to Ms. Mourton's request that the City purchase the easement that may or may not be Ms. Mourton's to sell.

9. The City cannot agree to the sharing or payment of insurance premiums. The City does not pay or share in the cost of insurance premiums for residents who live next to a City park or City owned facility (youth center for example) because of an increase in foot traffic or more intense use in the neighborhood. To do so would place an unprecedented and onerous burden on City resources.

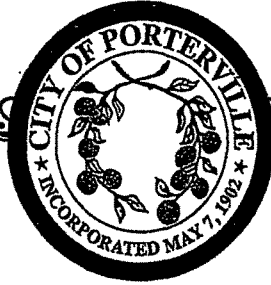
10. Once the City acquires the northern portion of the Mourton property, the remaining property continues to meet all zoning requirements and remains a marketable lot. A lot line adjustment is not necessary or required. Section 664528(a) of the Subdivision Map Act provides an exemption. When a government agency acquires property from another agency or from an individual property owner, the acquisition is exempt from the provisions or requirements of the Subdivision Map Act.

With regards to your offer of \$117,000 to purchase the property, the offer is rejected. The City Council has authorized the above concessions to your inquiries, but has declined to make a counter purchase offer. If you wish to submit another offer, or further discuss this matter in any way, please contact me.

Very truly yours,



Matthew C. Pierce



**Public Works
Department**

**VIA PRIORITY MAIL -
RETURN RECEIPT**

December 10, 2013

Ms. Lynda Mourton
617 S. Plano Street
Porterville, CA 93257

Mr. Murry Tragish, Esq.
1405 Commercial Way, Suite 130
Bakersfield, CA 93309

Subject: Continued Negotiations for the acquisition of fee title property located at APN 261-020-010

Dear Ms. Mourton and Mr. Tragish:

This letter is in follow-up to the letter dated October 21, 2013. The letter incorrectly listed an easement for a portion of the property located at APN 261-020-010. Original discussions included the fee title for 3.84 acres plus an easement that crossed over to Roche Street. It was determined the easement would not be required, the easement was removed from discussion and a subsequent appraisal summary was provided without reference to the easement.

As you know, an independent appraisal was obtained by Michael Burger & Associates in accordance with California Code of Civil Procedure §1263.025(a), stating a value of \$160,000 with the extraordinary assumption that the City would install fencing at a minimum height of ten feet. Unfortunately, a ten-foot fence would not comply with the Porterville Development Ordinance; however, installation of a six-foot fence installed by the City continues to be a reasonable request. Staff requested direction from City Council in closed session on September 17, 2013, basing the counter offer of \$160,000 on the independent appraisal.

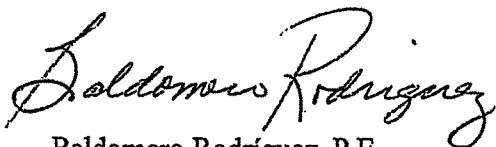
The City originally had the property appraised by Timothy J. Simon, MAI, a Certified General Real Estate Appraiser, and that appraisal came in at \$60,188. As time elapsed Mr. Simon re-appraised the property for \$73,563. The City hereby rescinds all previous offers to purchase and hereby offers you the sum of EIGHTY-EIGHT THOUSAND FOUR HUNDRED TWENTY (\$88,420) for the acquisition of 100% of the interest in the Property, as well as the City to install a six-foot fence to separate your property from the fee title property.

This is an offer to purchase all of the interest designated as the Property, free of all liens and other encumbrances, except as may be agreed to by the City. If you agree to the transaction, as described, please sign the copy of this letter and return it to this office in the enclosed envelope.

The Tule River Parkway, Phase III is a grant funded project, and as such the City must demonstrate completion of certain milestones. If you agree to and accept the City's above described offer and conditions, please contact the City by January 17, 2014. The City would then prepare a Purchase Agreement and begin the escrow process.

If you have any questions regarding this Project, the continuation of this negotiation, or the acquisition process, please feel free to contact me at (559) 782-7520 or by email at: brodriguez@ci.porterville.ca.us.

Sincerely,



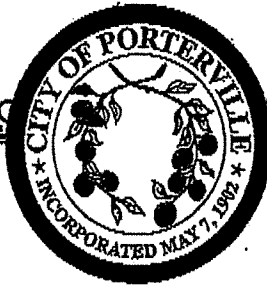
Baldomero Rodriguez, P.E.
Public Works Director
City of Porterville

cc: Michael Reed, Deputy Public Works Director

Agreed and accepted.

Ms. Lynda Mourton

Date



**Public Works
Department**

October 21, 2013

Ms. Lynda Mourton
617 S. Plano Street
Porterville, CA 93257

Subject: Council Response to Counter Offer - Easement Request @ APN 261-020-010.

Dear Ms. Mourton:

This letter is in response to your counter offer to the City's offer of \$60,188 for an easement across the property identified as APN-261-020-010. Your counter of \$160,000 plus the value of installing ten foot fencing was considered by the City Council in closed session on September 17, 2013.

Please accept this letter as City Council's official notice informing you of its decision to reject your counter offer of \$160,000. The \$160,000 asking price for the easement plus the value of installing ten feet fencing vastly exceeds the appraised value from the City's appraiser of \$60,188 for the 167,270 square foot square foot easement.

The City Council has directed staff to make a counter offer of \$88,420. This counter offer is based on the appraisal done by Timothy J. Simon, MAI, a Certified General Real Estate Appraiser.

Please call this office if you have questions regarding this letter.

Sincerely,

Baldomero Rodriguez, P.E.
Public Works Director
City of Porterville

cc: Michael Reed, Jenni Byers

Paragon Partners Ltd.

June 4, 2012

Lynda Mourton
617 South Plano Street
Porterville, CA 93257

RE: Revised Offer to Purchase Real Property
Assessor's Parcel Number: 261-020-010 (portion)

Dear Ms. Mourton:

The City of Porterville (City) is proposing to develop a walking and bike riding trail as part of the Tule River Parkway Master Plan, Phase III. The proposed project will require the acquisition of a portion of the above referenced parcel, described as 3.84 acre area (the Property) to be acquired in fee simple title.

Therefore, the City hereby rescinds all previous offers to purchase and hereby offers you the sum of SIXTY THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS (\$60,188.00) for the acquisition of 100% of the interest in the Property.

In accordance with California Code of Civil Procedure § 1263.025(a), the City hereby offers to pay the reasonable costs, not to exceed \$5,000, of an independent appraisal should you desire for such appraisal to be conducted. Any independent appraisal shall be conducted by an appraiser licensed by the Office of Real Estate Appraisers.

The amount of the offer is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq., on the Property. Furthermore, please be advised that the amount offered is subject to an environmental site inspection, and the cost to remediate any identified problems may affect the valuation of the Property. This offer is also conditioned on the City Council's ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity.

This is an offer to purchase all of the interest designated as the Property, free of all liens and other encumbrances, except as may be agreed to by the City.

No final determination has been made as to the ownership of the subject property. This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the subject property that the City is seeking to acquire, all parties with such interest must accept this offer.

If you sign and return the Purchase Contract, the City will deposit the full consideration with an escrow holder with instructions to pay the same to you or any holder of any encumbrance on your property after the City Council approves the purchase. The City will pay all the escrow fees. When property is sold to the City of Porterville, there is the same obligation as in a private transaction for the Owner to pay in escrow the amounts needed to remove liens and

encumbrances, if any. In the event that there are liens and encumbrances, the escrow agent, on behalf of the Owner, shall either:

- Pay to owners of liens and encumbrances, out of the approved compensation paid by the City of Porterville, the amount needed to terminate leases or cancel trust deeds, mortgages, or other liens affecting the property acquired, or
- Arrange for holders of leases, trust deeds, mortgages, or other liens to quitclaim their interest, if any, to the Parcel being acquired. When an Owner sells his/her property to the City of Porterville, the Owner's obligation to pay current and past due property taxes is the same as if the Owner were selling to a private individual. However, you, as an Owner, will not be required to pay recording fees, transfer taxes, or the *pro rata* portion of real property taxes which are allocable to any period after the passage of title or possession to the City.

If you agree to the transaction as described, please do the following:

1. Sign all 3 originals of the enclosed Purchase Agreement (a fully executed copy will be returned to you).
2. Sign the enclosed Grant Deed before a Notary Public - a Notary Public is available to witness your signature free of charge at Porterville's City Hall.
3. Please complete and sign the IRS Form W-9, "Request for Taxpayer Identification".
4. Return each of the above-mentioned documents to Paragon Partners Ltd. in the enclosed envelope.

We look forward to working with you toward a friendly negotiation and timely completion of this transaction. Please let us know as soon as possible if you agree to accept the City's offer and complete the four steps listed above.

If for any reason you should see fit to not accept the City's offer, please be advised that this letter, the offer made herein, the enclosed summary statements, and all matters stated herein are made under the provisions of California Evidence Code §§ 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action, for any purpose prohibited under these sections.

If you have any questions regarding this Project, the revised Offer to Purchase, the Purchase Contract or the acquisition process, please feel free to contact me at 714-379-3376 or by e-mail at: radler@paragon-partners.com.

Sincerely,
Paragon Partners Ltd.



RICHARD A. ADLER
Agent for the City of Porterville

cc: Murray Tragish, Esq., 1405 Commercial Way, Suite 130, Bakersfield, California 93309

Enclosures: Appraisal Summary Statement
Legal Description and Plat Drawing
Eminent Domain Information Pamphlet
Grant Deed
IRS Form W-9

GRANTORS: Lynda Mourton
PROJECT: Tule River Parkway Phase III
ADDRESS: (None Available)
APN: 261-020-010 (Portion)
PARCELS: (See attached Exhibits "A" and "B")
DATE: _____
ESCROW NO: _____

PURCHASE CONTRACT

This Purchase Contract (this "Agreement") is between the City of Porterville, a municipal corporation ("City") and Lynda Mourton, ("Grantor").

It is mutually agreed as follows:

1. Grantor agrees to sell to City, and City agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, the fee interest in and to that certain portion of the real property more fully described in the legal description attached hereto as Exhibit "A" and depicted on the Property Plat attached as Exhibit "B" all of which are incorporated herein by reference, together with all improvements located thereon (together, the "Property"), for the purpose of developing a walking and bike riding trail as part of the Tule River Parkway Master Plan, Phase III. Grantor hereby states that Grantor has full title except as hereinafter mentioned and has full authority to sign this Agreement and to convey the rights described herein.
2. This sale is contingent upon The City's agreement to purchase and install a chain link fence or other similar fencing along the South side of the Fee Title purchase area. New fencing will connect to existing fencing along Grantor's southerly and easterly property lines. Escrow holder is not a party to this matter and is not to be concerned.
3. The parties hereto have set forth the whole of their agreement. The performance of this Agreement constitute the entire consideration for the Property and shall relieve the City of all further obligation on this account, or on account of the location, grade, or construction of the proposed public improvement.
4. Upon approval by the City Council, the City shall:
 - A. Pay the undersigned Grantor the sum of **SIXTY THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$60,188.00)** for the Property within thirty (30) days after date title to said Property vests in the City free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).
 - B. Pay all the escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, then the City will pay the premium charged therefore. Said escrow and recording reconveyance of Deed(s) of Trust, all of which fees, where required, shall be paid by the Grantor. Grantor hereby

authorizes the City to prepare and file escrow instructions with the escrow agent on behalf of Grantor in accordance with this Agreement.

- C. Have the authority to deduct and pay from the amount shown in Clause 3. A above any amount necessary to pay reconveyance fees and trustee's fees for any full reconveyance of Deed(s) of Trust, and to satisfy any bond demands and/or delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which have become a lien at the close of escrow. Current taxes shall be prorated as of the date of possession or the date of conveyance is recorded, whichever occurs first. However, if an Order of Immediate Possession has been obtained, then the date of proration of taxes shall be as of the effective date of said Order.
5. Grantor grants the City, its permittees, contractors, agents or assigns, a right to enter, upon, over, across, and under Grantor's property shown on Exhibits "B" attached hereto and Grantor's property lying adjacent to the property shown on Exhibits "B" during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents, thereto, including, but not limited to, the repair, replacement, restoration, removal, and /or disposal of existing improvements.
 - A. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents or assigns shall be cured by same. In addition, the City of Porterville agrees to indemnify the Grantor and hold said Grantor harmless from any loss of, or damage to any property or injury or death of any person whomsoever arising out of or connected with their performance of any work authorized under this Agreement.
 - B. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and /or dispose of existing improvements) shall commence upon execution of this Agreement and shall terminate upon completion of construction of the project, and that the amount shown in Clause 3.A. herein includes, but not limited to, full payment for such possession and use, including damages, if any, from said commencement date.
 6. The sum set forth in Clause 3.A. above included payment for fee title to 167,187 square feet (approx. 3.84 acres) of land and any and all trees, landscaping and improvements thereon, and all rights of possession and use provided for herein, together with any and all other losses, whether separately mentioned in this Agreement or not.
 7. It is understood that once this Agreement is executed it must be approved by the City Council to complete the transaction. Delivery of this Agreement and the accompanying Deed is conditioned upon the City Council's approval of said documents.

8. NO OTHER OBLIGATION OTHER THAN THOSE SPECIFICALLY SET FORTH
HEREIN WILL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year
shown.

GRANTOR:

Lynda Mourton

Date: _____

CITY OF PORTERVILLE:

By: _____
For City of Porterville

Date: _____

By: _____

Witness/Received:

By: _____

Date: _____

By: _____
Acquisition Agent

Date: _____

APN: 261-020-010

Owner: Mourton

LEGAL DESCRIPTION

Exhibit "A"

That portion of the Northeast quarter of the Southwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING AT the Northwest corner of said Northeast quarter of the Southwest quarter;

THENCE, South 89°25'17" East, along the north line of said Northeast quarter of the Southwest quarter, a distance of 924.00 feet;

THENCE, South 00°28'58" West, parallel with the west line of said Northeast quarter of the Southwest quarter, 787.60 feet, to a point in the center line of the Tule River and the **POINT OF BEGINNING**;

THENCE, North 84°17'26" West, along said center line of the Tule River, a distance of 153.40 feet;

THENCE, North 85°49'54" West, a distance of 272.40 feet;

THENCE, North 79°00'11" West, a distance of 151.96 feet;

THENCE, North 89°52'46" West, 350.00 feet, to a point in the west line of said Northeast quarter of the Southwest quarter;

THENCE, South 00°28'58" West, along the west line of said Northeast quarter of the Southwest quarter, a distance of 199.43 feet;

THENCE, North 87°35'07" East, a distance of 320.00 feet;

THENCE, South 85°15'43" East, a distance of 606.08 feet, to a point in a line 924.00 feet easterly and parallel with the west line of said Northeast quarter of the Southwest quarter;

THENCE, North 00°28'58" East, parallel with the west line of said Northeast quarter of the Southwest quarter, 171.22 feet to the **POINT OF BEGINNING**;

CONTAINING: 167,187 square feet (3.84 acres) more or less.

BASIS OF BEARING for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°25'17" East, per Record of Survey, filed in Book 21 of Licensed Surveys at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

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

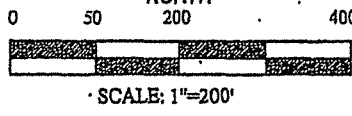
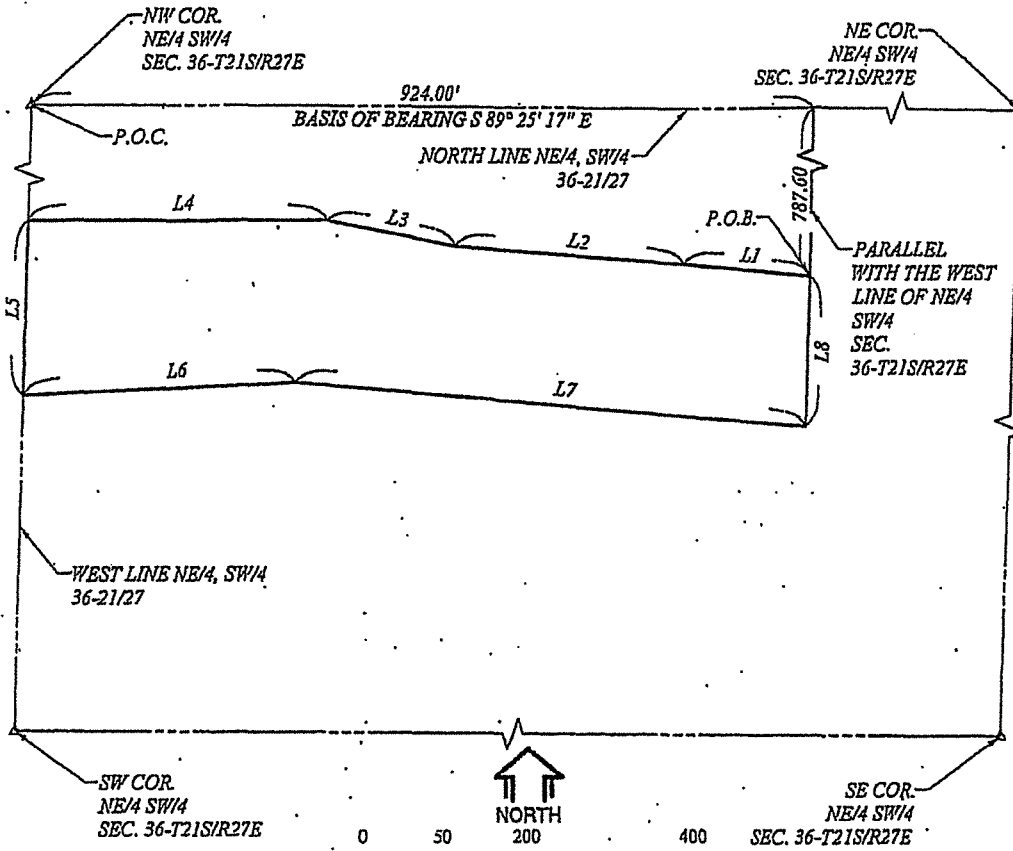
Signature: Michael K. Reed
Michael K. Reed, Licensed Land Surveyor

Date: 11/2/2012



PARCEL PLAT

EXHIBIT "B"



Line Table		
Line #	Length	Bearing
L1	153.40	N84° 17' 26"W
L2	272.40	N85° 49' 54"W
L3	151.96	N79° 00' 11"W
L4	350.00	N89° 52' 46"W
L5	199.43	S00° 28' 58"W
L6	320.00	N87° 35' 07"E
L7	606.08	S85° 15' 43"E
L8	171.22	N00° 28' 58"E

CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7482

PORTION OF THE NORTHEAST QUARTER OF
 THE SOUTHWEST QUARTER SECTION 36,
 TOWNSHIP 21 SOUTH, RANGE 27 EAST,
 MOUNT DIABLO BASE AND MERIDIAN, IN
 THE CITY OF PORTERVILLE, COUNTY OF
 TULARE, STATE OF CALIFORNIA

OWNER: LYNDA MOURTON
 APN: POR. 261-020-010
 AREA: 167,187 S.F.
 ACRES: 3.84
 DRAWN BY: JB
 CHK'D BY: DB

Paragon Partners Ltd.

January 18, 2012

Lynda Mourton
617 South Plano Street
Porterville, CA 93257

**RE: Revised Offer to Purchase Real Property Pursuant to
Assessor's Parcel Number: 261-020-010 (portions)**

Dear Ms. Mourton:

The City of Porterville (City) is proposing to develop a walking and bike riding trail as part of the Tule River Parkway Master Plan, Phase III. The proposed project will require the acquisition of portions of the above referenced parcel, described as: 1) a 20-foot wide easement for public ingress and egress, and; 2) a 3.84 acre area to be acquired in fee simple title. Please note that certain of the proposed property boundaries, as described in the enclosed Deeds, have been revised per your request and the amount of just compensation has been adjusted accordingly.

Therefore, the City hereby offers you the revised sum of SIXTY ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$61,740.00) for the acquisition of 100% of the interest(s) in the Property.

The amount of the offer is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq., on the Property. Furthermore, please be advised that the amount offered is subject to an environmental site inspection, and the cost to remediate any identified problems may affect the valuation of the Property. This offer is also conditioned on the City Council's ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity.

This is an offer to purchase all of the interest designated as the Property, free of all liens and other encumbrances, except as may be agreed to by the City.

No final determination has been made as to the ownership of the subject property. This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the subject property that the City is seeking to acquire, all parties with such interest must accept this offer.

If you sign and return the Purchase Contract and the two Grant Deeds, the City will deposit the full consideration with an escrow holder with instructions to pay the same to you or any holder of any encumbrance on your property after the City Council approves the purchase. The City will pay all the escrow fees. When property is sold to the City of Porterville, there is the same obligation as in a private transaction for the Owner to pay in escrow the amounts needed to remove liens and encumbrances, if any. In the event that there are liens and encumbrances, the escrow agent, on behalf of the Owner, shall either:

- Pay to owners of liens and encumbrances, out of the approved compensation paid by the City of Porterville, the amount needed to terminate leases or cancel trust deeds, mortgages, or other liens affecting the property acquired, or
- Arrange for holders of leases, trust deeds, mortgages, or other liens to quitclaim their interest, if any, to the Parcel being acquired. When an Owner sells his/her property to the City of Porterville, the Owner's obligation to pay current and past due property taxes is the same as if the Owner were selling to a private individual. However, you, as an Owner, will not be required to pay recording fees, transfer taxes, or the *pro rata* portion of real property taxes which are allocable to any period after the passage of title or possession to the City.

If you agree to the transaction as described, please do the following:

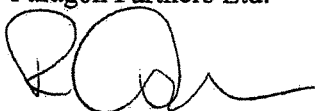
1. Sign all 3 originals of the enclosed Purchase Agreement (a fully executed copy will be returned to you).
2. Sign both the (revised) Easement Deed and the (revised) Grant Deed before a Notary Public - a Notary Public is available to witness your signature free of charge at Porterville's City Hall.
3. Please complete and sign the IRS Form W-9, "Request for Taxpayer Identification".
4. Return each of the above-mentioned documents to Paragon in the enclosed envelope.

We look forward to working with you toward a friendly negotiation and timely completion of this transaction. Please let us know as soon as possible if you agree to accept the City's offer and complete the four steps listed above.

If for any reason you should see fit to not accept the City's offer, please be advised that this letter, the offer made herein, the enclosed summary statements, and all matters stated herein are made under the provisions of California Evidence Code §§ 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action, for any purpose prohibited under these sections.

If you have any questions regarding this Project, the revised Offer to Purchase, the Purchase Contract or the acquisition process, please feel free to contact me at 714-379-3376 or by e-mail at: radler@paragon-partners.com .

Sincerely,
Paragon Partners Ltd.



RICHARD A. ADLER
Agent for the City of Porterville

Enclosures: Legal Descriptions and Plat Drawings (2)
 Purchase Contract (revised)
 Easement and Grant Deeds (revised)
 IRS Form W-9

GRANTORS: Lynda Mourton
PROJECT: Tule River Parkway Phase III
ADDRESS: (None Available)
APN: 261-020-010
PARCELS: (See attached Exhibits "A" and "B")
DATE: _____
ESCROW NO: _____

PURCHASE CONTRACT

This Purchase Contract (this "Agreement") is between the City of Porterville, a municipal corporation ("City") and Lynda Mourton, ("Grantor").

It is mutually agreed as follows:

1. Grantor agrees to sell to City, and City agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, an Easement for public ingress and egress over and across that certain portion of the real property more fully described in the legal description attached hereto as Parcel 1, Exhibit "A" and depicted on the Property Plat attached as Exhibit "B", together with the fee interest in and to that certain portion of the real property more fully described in the legal description attached hereto as Parcel 2, Exhibit "A" and depicted on the Property Plat attached as Exhibit "B" all of which are incorporated herein by reference, together with all improvements located thereon (together, the "Property"), for the purpose of developing a walking and bike riding trail as part of the Tule River Parkway Master Plan, Phase III. Grantor hereby states that Grantor has full title except as hereinafter mentioned and has full authority to sign this Agreement and to convey the rights described herein.
2. This sale is contingent upon The City's agreement to purchase and install a chain link fence or other similar fencing along the east side of Easement and the South side of the Fee Title purchase area. New fencing will connect to existing fencing along Grantor's southerly and easterly property lines. Escrow holder is not a party to this matter and is not to be concerned.
3. The parties hereto have set forth the whole of their agreement. The performance of this Agreement constitute the entire consideration for the Property and shall relieve the City of all further obligation on this account, or on account of the location, grade, or construction of the proposed public improvement.
4. Upon approval by the City Council, the City shall:
 - A. Pay the undersigned Grantor the sum of **SIXTY ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS AND NO CENTS (\$61,740.00)** for the Property within thirty (30) days after date title to said Property vests in the City free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

- B. Pay all the escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, then the City will pay the premium charged therefore. Said escrow and recording reconveyance of Deed(s) of Trust, all of which fees, where required, shall be paid by the Grantor. Grantor hereby authorizes the City to prepare and file escrow instructions with the escrow agent on behalf of Grantor in accordance with this Agreement.
 - C. Have the authority to deduct and pay from the amount shown in Clause 3. A above any amount necessary to pay reconveyance fees and trustee's fees for any full reconveyance of Deed(s) of Trust, and to satisfy any bond demands and/or delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which have become a lien at the close of escrow. Current taxes shall be prorated as of the date of possession or the date of conveyance is recorded, whichever occurs first. However, if an Order of Immediate Possession has been obtained, then the date of proration of taxes shall be as of the effective date of said Order.
5. Grantor grants the City, its permittees, contractors, agents or assigns, a right to enter, upon, over, across, and under Grantor's property shown on Exhibits "B" attached hereto and Grantor's property lying adjacent to the property shown on Exhibits "B" during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents, thereto, including, but not limited to, the repair, replacement, restoration, removal, and /or disposal of existing improvements.
- A. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents or assigns shall be cured by same. In addition, the City of Porterville agrees to indemnify the Grantor and hold said Grantor harmless from any loss of, or damage to any property or injury or death of any person whomsoever arising out of or connected with their performance of any work authorized under this Agreement.
 - B. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and /or dispose of existing improvements) shall commence upon execution of this Agreement and shall terminate upon completion of construction of the project, and that the amount shown in Clause 3.A. herein includes, but not limited to, full payment for such possession and use, including damages, if any, from said commencement date.
6. The sum set forth in Clause 3.A. above included payment for the following: an Easement for public ingress and egress over 8,624 square feet of land together with fee title to 167,187 square feet (approx. 3.84 acres) of land and any and all trees, landscaping and improvements thereon, and all rights of possession and use provided for herein, together with any and all other losses, whether separately mentioned in this Agreement or not.

7. It is understood that once this Agreement is executed it must be approved by the City Council to complete the transaction. Delivery of this Agreement and the accompanying Deeds is conditioned upon the City Council's approval of said documents.
8. NO OTHER OBLIGATION OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN WILL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year shown.

GRANTOR:

Lynda Mourton

Date: _____

CITY OF PORTERVILLE:

By: _____
For City of Porterville

Date: _____

By: _____

Witness/Received:

By: _____

Date: _____

By: _____
Acquisition Agent

Date: _____

APN: 261-020-010
Owner: Mourton, Easement

PARCEL 1

LEGAL DESCRIPTION

“Exhibit A”

A 20.00 foot wide easement for public ingress and egress situated in the Northeast quarter of the Southwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, the centerline of which is more particularly described as follows:

COMMENCING AT the Northwest corner of said Northeast quarter of the Southwest quarter;

THENCE, South 89°25'17" East, along the north line of said Northeast quarter of the Southwest quarter, a distance of 924.00 feet;

THENCE, South 00°28'58" West, parallel with the west line of said Northeast quarter of the Southwest quarter, 958.82 feet;

THENCE, North 85°15'43" West, a distance of 606.08 feet;

THENCE, South 87°35'07" West, a distance of 46.33 feet, to the **POINT OF BEGINNING**;

THENCE, South 09°05'56" East, a distance of 251.62 feet, to the beginning of a tangent curve concave westerly, having a radius of 50.00 feet;

THENCE, southerly and southwesterly along said curve, through a central angle of 69°17'15", an arc length of 60.46 feet, to the beginning of a reverse curve concave southeasterly, having a radius of 115.00 feet;

THENCE, southwesterly and southerly along said curve, through a central angle of 59°20'41", an arc length of 119.11 feet, to a point in the south line of said Northeast quarter of the Southwest quarter and the terminus of said centerline.

The sidelines of said 20.00 foot easement to be extended or shortened to meet at angle points created with intersecting courses.

CONTAINING: 8,624 square feet (0.20 acres) more or less.

BASIS OF BEARING for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°25'17" East, per Record of Survey, filed in Book 21 of Licensed Surveys at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

This real property 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

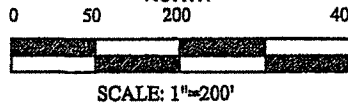
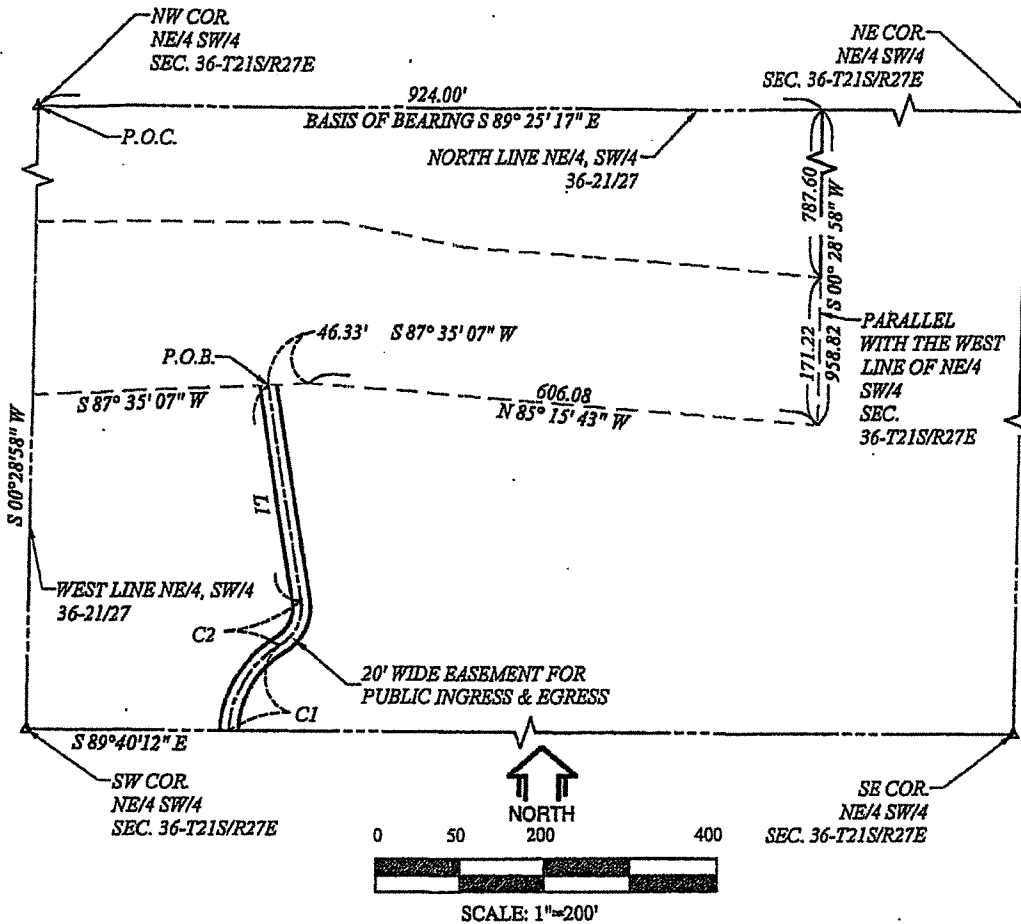
Date: _____

1/12/2012



EASEMENT

EXHIBIT "B"



Curve Table			
Curve #	Radius	Length	Delta
C1	115.00	119.11	59°20'41"
C2	50.00	60.46	69°17'15"

Line Table		
Line #	Length	Bearing
L1	251.62	N 09° 05' 56" W

EASEMENT
 AREA: 8,624 S.F.
 ACRES: 0.20

PARCEL 1

CITY OF PORTERVILLE
 ENGINEERING DIVISION

201 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7482

PORTION OF THE NORTHEAST QUARTER OF
 THE SOUTHWEST QUARTER SECTION 36,
 TOWNSHIP 21 SOUTH, RANGE 27 EAST,
 MOUNT DIABLO BASE AND MERIDIAN, IN
 THE CITY OF PORTERVILLE, COUNTY OF
 TULARE, STATE OF CALIFORNIA

OWNER: LYNDA
 MOURTON

APN: POR. 261-020-010

DRAWN BY: JB
 CHK'D BY: DB

PARCEL 2

APN: 261-020-010

Owner: Mourton

LEGAL DESCRIPTION

Exhibit "A"

That portion of the Northeast quarter of the Southwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING AT the Northwest corner of said Northeast quarter of the Southwest quarter;

THENCE, South 89°25'17" East, along the north line of said Northeast quarter of the Southwest quarter, a distance of 924.00 feet;

THENCE, South 00°28'58" West, parallel with the west line of said Northeast quarter of the Southwest quarter, 787.60 feet, to a point in the center line of the Tule River and the **POINT OF BEGINNING**;

THENCE, North 84°17'26" West, along said center line of the Tule River, a distance of 153.40 feet;

THENCE, North 85°49'54" West, a distance of 272.40 feet;

THENCE, North 79°00'11" West, a distance of 151.96 feet;

THENCE, North 89°52'46" West, 350.00 feet, to a point in the west line of said Northeast quarter of the Southwest quarter;

THENCE, South 00°28'58" West, along the west line of said Northeast quarter of the Southwest quarter, a distance of 199.43 feet;

THENCE, North 87°35'07" East, a distance of 320.00 feet;

THENCE, South 85°15'43" East, a distance of 606.08 feet, to a point in a line 924.00 feet easterly and parallel with the west line of said Northeast quarter of the Southwest quarter;

THENCE, North 00°28'58" East, parallel with the west line of said Northeast quarter of the Southwest quarter, 171.22 feet to the **POINT OF BEGINNING**;

CONTAINING: 167,187 square feet (3.84 acres) more or less.

BASIS OF BEARING for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°25'17" East, per Record of Survey, filed in Book 21 of Licensed Surveys at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

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

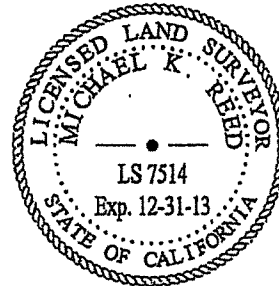
Signature: _____

Michael K. Reed

Michael K. Reed, Licensed Land Surveyor

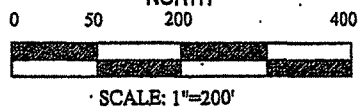
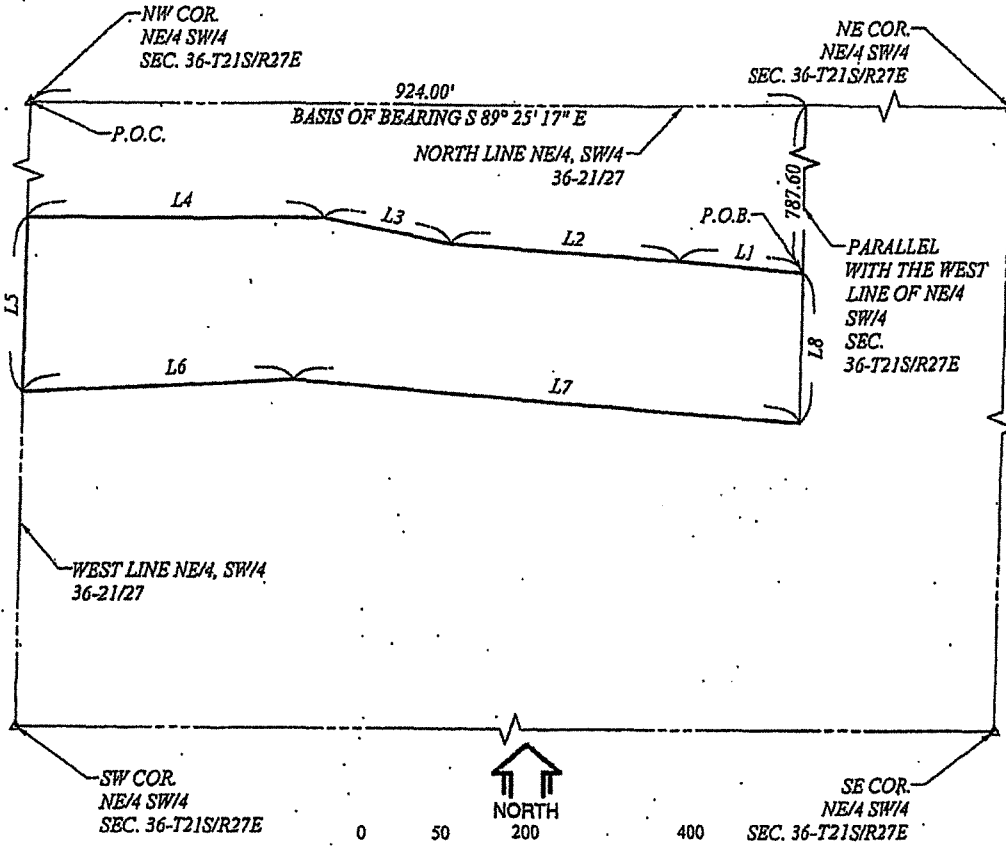
Date: _____

11/12/2012



PARCEL PLAT

EXHIBIT "B"



Line Table		
Line #	Length	Bearing
L1	153.40	N84° 17' 26"W
L2	272.40	N85° 49' 54"W
L3	151.96	N79° 00' 11"W
L4	350.00	N89° 52' 46"W
L5	199.43	S00° 28' 58"W
L6	320.00	N87° 35' 07"E
L7	606.08	S85° 15' 43"E
L8	171.22	N00° 28' 58"E

PARCEL 2

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 N. MAIN ST., PORTERVILLE, CALIFORNIA 93257 559 782-7482

PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 36, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

OWNER: LYNDA MOURTON
APN: POR. 261-020-010
AREA: 167,187 S.F.
ACRES: 3.84
DRAWN BY: JB
CHK'D BY: DB

Paragon Partners Ltd.

COPY

**VIA PRIORITY MAIL –
RETURN RECEIPT**

November 28, 2011

Lynda Mourton
617 South Plano Street
Porterville, CA 93257

**RE: Offer to Purchase Real Property Pursuant to
Government Code §7267.1 and § 7267.2(a)
Site Address: (None Available)
Assessor's Parcel Number: 261-020-010 (portions)**

Dear Ms. Mourton:

The City of Porterville (City) is proposing to develop a walking and bike riding trail as part of the Tule River Parkway Master Plan, Phase III. The proposed project will require the acquisition of portions of the above referenced parcel, described as: 1) a 20-foot wide easement for public ingress and egress, and; 2) a 3.4 acre area to be acquired in fee simple title. Paragon Partners Ltd. has been retained by the City to acquire those property rights.

California law requires that, before making an offer for the acquisition of real property for the Tule River Parkway Project, the City must obtain an appraisal to determine the fair market value of the real property being acquired (the Property), must establish an amount which it believes to be just compensation for that Property and must make an offer to the owner for an amount not less than the just compensation so determined. The City has accordingly had those portions of your property appraised to determine the fair market value, as defined in California Code of Civil Procedure section 1263.320. It was appraised in accordance with commonly accepted appraisal standards and included consideration of the highest and best use of the land, the land's current use and any improvements located thereon. The appraisal has been completed and reviewed, and the City has determined an amount which constitutes just compensation for the Property.

The City hereby offers you the sum total of **\$61,725.00** for the acquisition of 100% of the interest(s) in the Property. The enclosed Appraisal Summary Statement outlines the basis for this offer.

In accordance with California Code of Civil Procedure § 1263.025(a), the City hereby offers to pay the reasonable costs, not to exceed \$5,000, of an independent appraisal should you desire for such appraisal to be conducted. Any independent appraisal shall be conducted by an appraiser licensed by the Office of Real Estate Appraisers.

The amount of the offer is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated,

or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq., on the Property. Furthermore, please be advised that the amount offered is subject to an environmental site inspection, and the cost to remediate any identified problems may affect the valuation of the Property. This offer is also conditioned on the City Council's ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity.

This is an offer to purchase all of the interest designated as the Property, free of all liens and other encumbrances, except as may be agreed to by the City.

No final determination has been made as to the ownership of the subject property. This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the subject property that the City is seeking to acquire, all parties with such interest must accept this offer.

If you sign and return the Purchase Contract and the two Grant Deeds, the City will deposit the full consideration with an escrow holder with instructions to pay the same to you or any holder of any encumbrance on your property after the City Council approves the purchase. The City will pay all the escrow fees. When property is sold to the City of Porterville, there is the same obligation as in a private transaction for the Owner to pay in escrow the amounts needed to remove liens and encumbrances, if any. In the event that there are liens and encumbrances, the escrow agent, on behalf of the Owner, shall either:

- Pay to owners of liens and encumbrances, out of the approved compensation paid by the City of Porterville, the amount needed to terminate leases or cancel trust deeds, mortgages, or other liens affecting the property acquired, or
- Arrange for holders of leases, trust deeds, mortgages, or other liens to quitclaim their interest, if any, to the Parcel being acquired. When an Owner sells his/her property to the City of Porterville, the Owner's obligation to pay current and past due property taxes is the same as if the Owner were selling to a private individual. However, you, as an Owner, will not be required to pay recording fees, transfer taxes, or the *pro rata* portion of real property taxes which are allocable to any period after the passage of title or possession to the City.

If you agree to the transaction as described, please do the following:

1. Sign all 3 originals of the enclosed Purchase Agreement (a fully executed copy will be returned to you).
2. Sign both the Easement Deed and the Grant Deed before a Notary Public - a Notary Public is available to witness your signature free of charge at Porterville's City Hall.
3. Please complete and sign the IRS Form W-9, "Request for Taxpayer Identification".
4. Return each of the above-mentioned documents to Paragon in the enclosed envelope. The other materials (Appraisal Summary, Map, Title Report, etc.), are included for your information and files.

Page 3 of 3
November 28, 2011

We look forward to working with you toward a friendly negotiation and timely completion of this transaction. Please let us know as soon as possible if you agree to accept the City's offer and complete the four steps listed above.

If for any reason you should see fit to not accept the City's offer, please be advised that this letter, the offer made herein, the enclosed summary statements, and all matters stated herein are made under the provisions of California Evidence Code §§ 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action, for any purpose prohibited under these sections.

If you have any questions regarding this Project, the Offer to Purchase, the Purchase Contract or the acquisition process, please feel free to contact me at 714-379-3376 or by e-mail at: radler@paragon-partners.com .

Sincerely,
Paragon Partners Ltd.

RICHARD A. ADLER
Agent for the City of Porterville

Enclosures: Appraisal Summary Statement
 Legal Descriptions and Plat Drawings (2)
 Copy of Title Report
 Eminent Domain Information Pamphlet
 Purchase Contract
 Easement Deed and Grant Deed
 IRS Form W-9
 Acknowledgment of Receipt

GRANTORS: Lynda Mourton
PROJECT: Tule River Parkway Phase III
ADDRESS: (None Available)
APN: 261-020-010
PARCELS: (See attached Exhibits "A" and "B")
DATE: _____
ESCROW NO: _____

PURCHASE CONTRACT

This Purchase Contract (this "Agreement") is between the City of Porterville, a municipal corporation ("City") and Lynda Mourton, ("Grantor").

It is mutually agreed as follows:

1. Grantor agrees to sell to City, and City agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, an Easement for public ingress and egress over and across that certain portion of the real property more fully described in the legal description attached hereto as Parcel 1, Exhibit "A" and depicted on the Property Plat attached as Exhibit "B", together with the fee interest in and to that certain portion of the real property more fully described in the legal description attached hereto as Parcel 2, Exhibit "A" and depicted on the Property Plat attached as Exhibit "B" all of which are incorporated herein by reference, together with all improvements located thereon (together, the "Property"), for the purpose of developing a walking and bike riding trail as part of the Tule River Parkway Master Plan, Phase III. Grantor hereby states that Grantor has full title except as hereinafter mentioned and has full authority to sign this Agreement and to convey the rights described herein.
2. The parties hereto have set forth the whole of their agreement. The performance of this Agreement constitute the entire consideration for the Property and shall relieve the City of all further obligation on this account, or on account of the location, grade, or construction of the proposed public improvement.
3. Upon approval by the City Council, the City shall:
 - A. Pay the undersigned Grantor the sum of **SIXTY ONE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS AND NO CENTS (\$61,725.00)** for the Property within thirty (30) days after date title to said Property vests in the City free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).
 - B. Pay all the escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, then the City will pay the premium charged therefore. Said escrow and recording reconveyance of Deed(s) of Trust, all of which fees, where required, shall be paid by the Grantor. Grantor hereby authorizes the City to prepare and file escrow instructions with the escrow agent on behalf of Grantor in accordance with this Agreement.

- C. Have the authority to deduct and pay from the amount shown in Clause 3. A above any amount necessary to pay reconveyance fees and trustee's fees for any full reconveyance of Deed(s) of Trust, and to satisfy any bond demands and/or delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which have become a lien at the close of escrow. Current taxes shall be prorated as of the date of possession or the date of conveyance is recorded, whichever occurs first. However, if an Order of Immediate Possession has been obtained, then the date of proration of taxes shall be as of the effective date of said Order.
4. Grantor grants the City, its permittees, contractors, agents or assigns, a right to enter, upon, over, across, and under Grantor's property shown on Exhibits "B" attached hereto and Grantor's property lying adjacent to the property shown on Exhibits "B" during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents, thereto, including, but not limited to, the repair, replacement, restoration, removal, and /or disposal of existing improvements.
- A. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents or assigns shall be cured by same. In addition, the City of Porterville agrees to indemnify the Grantor and hold said Grantor harmless from any loss of, or damage to any property or injury or death of any person whomsoever arising out of or connected with their performance of any work authorized under this Agreement.
- B. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and /or dispose of existing improvements) shall commence upon execution of this Agreement and shall terminate upon completion of construction of the project, and that the amount shown in Clause 3.A. herein includes, but not limited to, full payment for such possession and use, including damages, if any, from said commencement date.
5. The sum set forth in Clause 3.A. above included payment for the following: an Easement for public ingress and egress over 8,543 square feet of land together with fee title to 167,188 square feet (approx. 3.84 acres) of land and any and all trees, landscaping and improvements thereon, and all rights of possession and use provided for herein, together with any and all other losses, whether separately mentioned in this Agreement or not.
6. It is understood that once this Agreement is executed it must be approved by the City Council to complete the transaction. Delivery of this Agreement and the accompanying Grant Deeds is conditioned upon the City Council's approval of said documents.
7. NO OTHER OBLIGATION OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN WILL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year shown.

GRANTOR:

Lynda Mourton

Date: _____

CITY OF PORTERVILLE:

By: _____
For City of Porterville

Date: _____

By: _____

Witness/Received:

By: _____

Date: _____

By: _____
Acquisition Agent

Date: _____

APN: 261-020-010

Owner: Mourton, Easement

LEGAL DESCRIPTION

"Exhibit A"

A 20.00 foot wide easement for public ingress and egress situated in the Northeast quarter of the Southwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, the centerline of which is more particularly described as follows:

COMMENCING AT the Northwest corner of said Northeast quarter of the Southwest quarter;

THENCE, South $89^{\circ}25'17''$ East, along the north line of said Northeast quarter of the Southwest quarter, a distance of 924.00 feet;

THENCE, South $00^{\circ}28'58''$ West, parallel with the west line of said Northeast quarter of the Southwest quarter, 957.00 feet;

THENCE, North $85^{\circ}26'01''$ West, a distance of 605.95 feet;

THENCE, South $87^{\circ}35'07''$ West, a distance of 46.33 feet, to the **POINT OF BEGINNING**;

THENCE, South $09^{\circ}05'56''$ East, a distance of 261.14 feet, to the beginning of a tangent curve concave westerly, having a radius of 75.00 feet;

THENCE, southerly and southwesterly along said curve, through a central angle of $68^{\circ}07'54''$, an arc length of 89.18 feet, to the beginning of a reverse curve concave southeasterly, having a radius of 75.00 feet;

THENCE, southwesterly and southerly along said curve, through a central angle of $58^{\circ}42'10''$, an arc length of 76.84 feet, to a point in the south line of said Northeast quarter of the Southwest quarter and the terminus of said centerline.

The sidelines of said 20.00 foot easement to be extended or shortened to meet at angle points created with intersecting courses.

CONTAINING: 8,543 square feet (0.20 acres) more or less.

BASIS OF BEARING for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°25'17" East, per Record of Survey, filed in Book 21 of Licensed Surveys at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

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

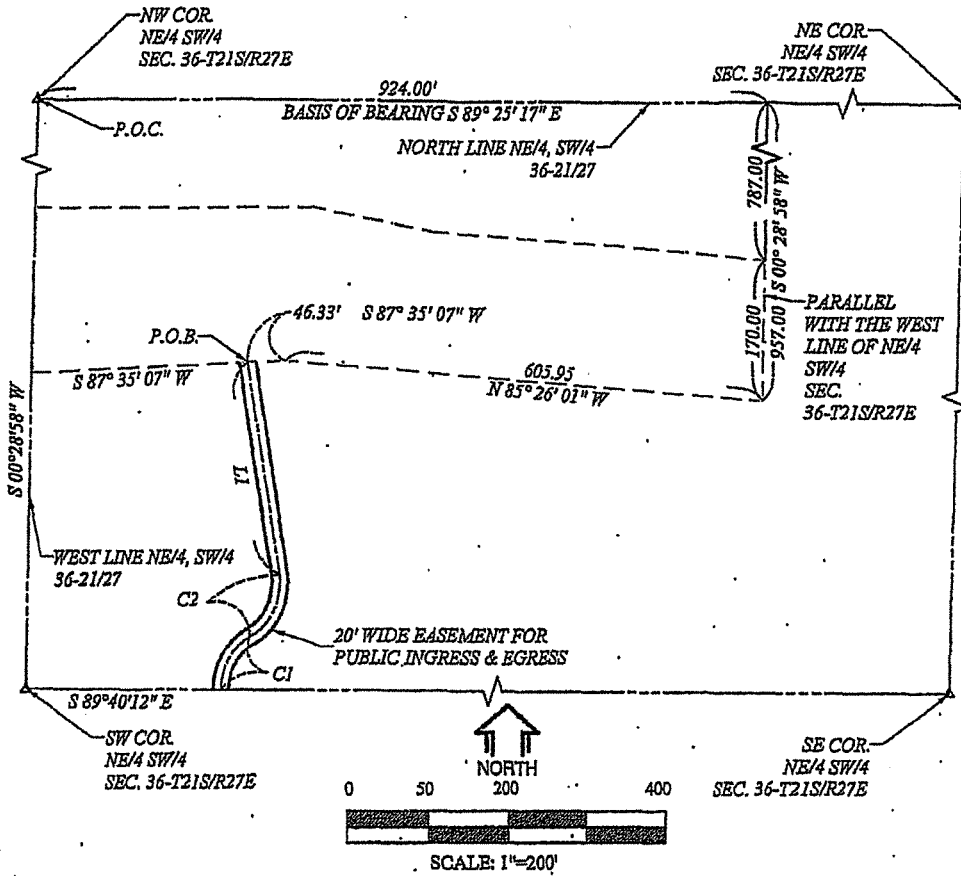
Signature: Michael K. Reed
Michael K. Reed, Licensed Land Surveyor

Date: 10/20/2011



EASEMENT

EXHIBIT "B"



Curve Table			
Curve #	Radius	Length	Delta
C1	75.00	76.84	58°42'10"
C2	75.00	89.18	68°07'54"

Line Table		
Line #	Length	Bearing
L1	261.14	N 09° 05' 56" W

EASEMENT
 AREA: 8,543 S.F.
 ACRES: 0.20

CITY OF PORTERVILLE
 ENGINEERING DIVISION

261 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7482

PORTION OF THE NORTHEAST QUARTER OF
 THE SOUTHWEST QUARTER SECTION 36,
 TOWNSHIP 21 SOUTH, RANGE 27 EAST,
 MOUNT DIABLO BASE AND MERIDIAN, IN
 THE CITY OF PORTERVILLE, COUNTY OF
 TULARE, STATE OF CALIFORNIA

OWNER: LYNDA
 MOURTON

APN: POR. 261-020-010

DRAWN BY: JB
 CHK'D BY: DB

APN: 261-020-010

Owner: Mourton

LEGAL DESCRIPTION

Exhibit "A"

That portion of the Northeast quarter of the Southwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING AT the Northwest corner of said Northeast quarter of the Southwest quarter;

THENCE, South 89°25'17" East, along the north line of said Northeast quarter of the Southwest quarter, a distance of 924.00 feet;

THENCE, South 00°28'58" West, parallel with the west line of said Northeast quarter of the Southwest quarter, 787.00 feet, to a point in the center line of the Tule River and the **POINT OF BEGINNING**;

THENCE, North 84°17'26" West, along said center line of the Tule River, a distance of 153.40 feet;

THENCE, North 85°49'54" West, a distance of 272.00 feet;

THENCE, North 79°00'11" West, a distance of 151.96 feet;

THENCE, North 89°52'46" West, 350.40 feet, to a point in the west line of said Northeast quarter of the Southwest quarter;

THENCE, South 00°28'58" West, along the west line of said Northeast quarter of the Southwest quarter, a distance of 200.00 feet;

THENCE, North 87°35'07" East, a distance of 320.00 feet;

THENCE, South 85°26'01" East, a distance of 605.95 feet, to a point in a line 924.00 feet easterly and parallel with the west line of said Northeast quarter of the Southwest quarter;

THENCE, North 00°28'58" East, along said parallel line, 170.00 feet to the **POINT OF BEGINNING**;

CONTAINING: 167,188 square feet (3.84 acres) more or less.

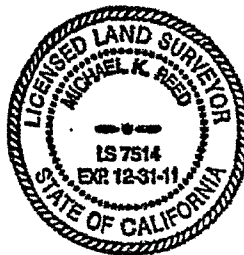
BASIS OF BEARING for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°25'17" East, per Record of Survey, filed in Book 21 of Licensed Surveys at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

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

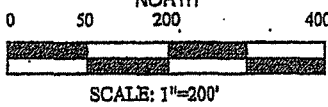
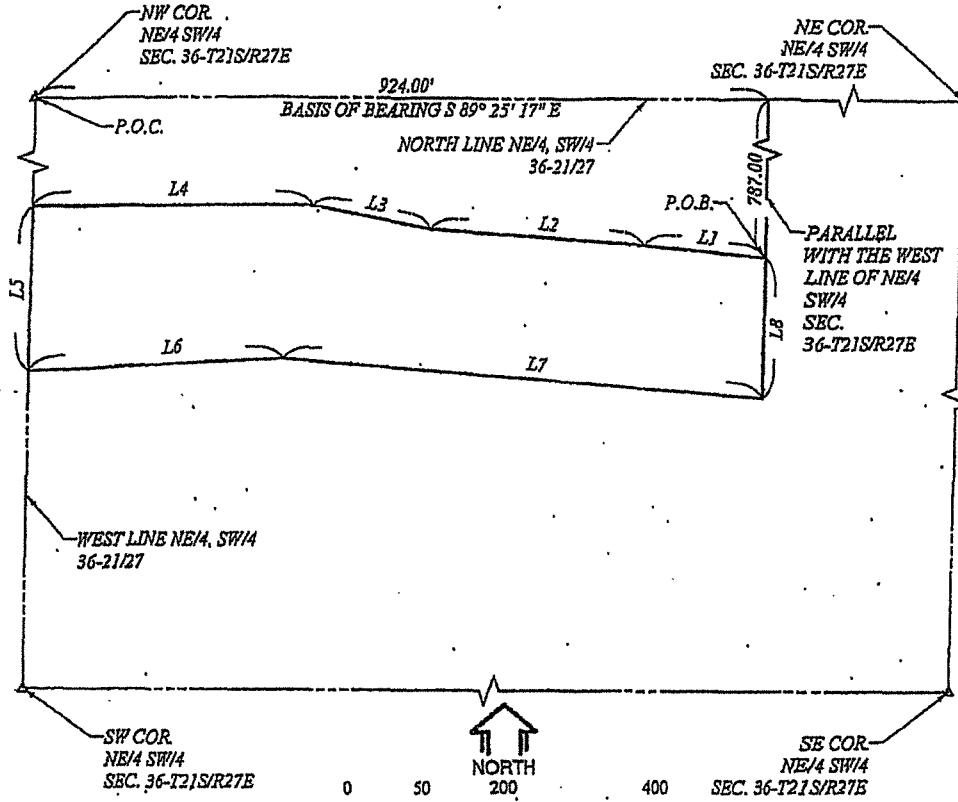
Signature: Michael K. Reed
Michael K. Reed, Licensed Land Surveyor

Date: 10/20/2011



PARCEL PLAT

EXHIBIT "B"



Line Table		
Line#	Length	Bearing
L1	153.40	N84° 17' 26\"W
L2	272.00	N85° 49' 54\"W
L3	151.96	N79° 00' 11\"W
L4	350.40	N89° 52' 46\"W
L5	200.00	S00° 28' 58\"W
L6	320.00	N87° 35' 07\"E
L7	605.95	S85° 26' 01\"E
L8	170.00	N00° 28' 58\"E

CITY OF PORTERVILLE
ENGINEERING DIVISION

201 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 532 782-7482

PORTION OF THE NORTHEAST QUARTER OF
THE SOUTHWEST QUARTER SECTION 36,
TOWNSHIP 21 SOUTH, RANGE 27 EAST,
MOUNT DIABLO BASE AND MERIDIAN, IN
THE CITY OF PORTERVILLE, COUNTY OF
TULARE, STATE OF CALIFORNIA

OWNER: LYNDA MOURTON
APN: POR. 261-020-010
AREA: 167,188 S.F.
ACRES: 3.84
DRAWN BY: JB
CHK'D BY: DB

**SUMMARY OF THE BASIS FOR THE
AMOUNT ESTABLISHED AS JUST COMPENSATION**

The following is a summary of the basis for the amount that the City of Porterville established as just compensation, which amount was derived from an appraisal as approved by the City of Porterville. The appraisal was prepared to comply with Code of Civil Procedure Section 1255.010 and to assist the City of Porterville to acquire property by negotiated agreement with Owners, so as to avoid litigation, relieve congestion in the courts, and assure consistent treatment for Owners as required by Government Code Section 7267. The appraisal was made in accordance with accepted appraisal principles, consistent with California valuation law. A statement of the appraisal process, which was the basis for the valuation conclusions, follows:

Definition of the Appraisal Problem – Property Data

Date of Valuation Used:	November 18, 2011
Property Identification:	Tule River Parkway Ph. III
Record Owner:	Lynda Mourton
Parcel Number:	261-020-010
Property Address:	None
Date acquired:	N/A
Price paid:	N/A
Character of interest being considered for acquisition:	Fee acquisition and easement
Area of parcel proposed to be acquired:	3.84 acres fee acquisition 8,543 sq. ft. Public Ingress/Egress Easement
Improvements pertaining to the realty:	None
Topography:	Undulating, river bed and street level
Shape:	Irregular-shaped
Access:	Roche Street via Chase Avenue
Utilities:	City of Porterville

Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable and legal use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished. The results of the highest and best use analysis are

Present Use:	Vacant Land
Applicable Zoning:	One 40% RM-2 and 60% Parks and Public Recreation.
Applicable general plan designation:	Same
Reasonably probable legal land use designation in the near future:	Public/residential on a portion
Highest and best legal use of the property reasonably probable in the near future:	Same

Value Estimate: Application of the Sales Comparison Approach

The sales comparison approach was used as the best indication of market value. The sales comparison approach is one of the three accepted approaches value. The income capitalization approach and the cost approach were not considered to be applicable to this appraisal problem. The sales comparison approach is used to derive a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments to the comparables based on the elements of comparison. This is the preferred method of valuation when comparable sales data are available. The sales comparison approach was based on the consideration of comparable sales, which sold within a reasonable time of the date of valuation for unadjusted prices ranging from \$1.28 to \$3.88 per square foot.

Valuation Conclusions

Based on the valuation derived from the said appraisal, the amount which the City of Porterville believes to be just compensation follows:

Fair Market Value of Land Parcel.....\$186,586

In addition, in establishing the amount believed to be just compensation, the City of Porterville derived from said appraisal whether or not there were damages and benefits to the remaining property. The basis for this determination is whether or not the remainder had been diminished in value by reason of the acquisition of the Parcel being acquired and the construction of the improvement in the manner proposed (severance damage) and, if so, whether the same remainder had been increased in value by reason of the construction of the improvement in the manner proposed (benefits). If there are no severance damages, then whether there is a benefit is inapplicable since benefits can only be offset against severance damages by reason of California valuation law.

Derived from said appraisal, the amount established as just compensation is....	\$61,725
Severance damages to the remainder.....	-0-
Total Compensation for Acquisition	\$61,725

Dated:

**By: _____
Baldomero Rodriguez, Public Works Director**

Visit Us on our Website: www.ctfc.com



Chicago Title Company

ISSUING OFFICE: 2510 S. East Avenue, Suite 600 • Fresno, CA 93706
559 457-2300 • FAX 559 457-2394

PRELIMINARY REPORT

Title Officer: Casandra Wright

Title No.: ~~142309396~~ CW

Locate No.: CACT17754-7754-423-0042309396

TO: City of Porterville
291 N. Main Street
Porterville, CA 93257

ATTN: Susan Duke

PROPERTY ADDRESS: Porterville, California

EFFECTIVE DATE: May 4, 2010, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Lynda Mourton, a Widow
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TPTP 05/17/2010

ITEMS: (continued)

Title No. 10-42309396-CW
 Locate No. CACTI7754-7754-4423-0042309396

7. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.
- Granted to: City of Porterville
 Purpose: storm drainage
 Recorded: February 22, 1989, Instrument No. 9054, Book 4804, Page 142, of Official Records
 Affects: portion of said land
8. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.
- Granted to: City of Porterville
 Purpose: construct, maintain, repair and use the said pipeline for the purpose of a storm drain
 Recorded: April 24, 1989, Instrument No. 21654, Book 4828, Page 451, of Official Records
 Affects: portion of said land
9. **Matters** contained in that certain document entitled "Grant of Easement" dated January 16, 1989, executed by Poplar Irrigation Company, a California Corporation recorded April 24, 1989, Instrument No. 21654, of Official Records.
- Reference is hereby made to said document for full particulars.
10. **A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby**
- Amount: \$85,000.00
 Dated: March 26, 1991
 Trustor: Dan E. Weisenberger, a married man
 Trustee: Ticor Title Insurance Company of California, a California Corporation
 Beneficiary: Edythe L. Lew, a widow
 Loan No.:
 Recorded: March 29, 1991, Instrument No. 18461, of Official Records
11. **Any adverse claim based upon the assertion that:**
- a. Some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.
 - b. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Tule River and Poplar Ditch or has been formed by accretion to any such portion.
12. **Rights and easements** for navigation and fishery which may exist over that portion of said land lying beneath the waters of Tule River.

Title No. 10-42309396-CW
Locate No. CACTI7754-7754-4423-0042309396

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WEST 55 RODS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36;

THENCE, NORTH 89°19'55" EAST, 924.00 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36;

THENCE, SOUTH 00°45'54" EAST, 787.00 FEET, PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 TO A POINT IN THE CENTER LINE OF THE TULE RIVER;

THENCE, ALONG SAID CENTER LINE OF THE TULE RIVER, NORTH 85°32'18" WEST, 153.40 FEET;

THENCE, NORTH 87°04'46" WEST, 272.00 FEET;

THENCE, NORTH 80°15'03" WEST, 151.96 FEET;

THENCE, SOUTH 88°58'09" WEST, 350.00 FEET TO A POINT IN THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36;

THENCE, DEPARTING SAID CENTER LINE OF THE TULE RIVER, NORTH 00°45'54" WEST, 731.57 FEET ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING.

APN: 261-020-010

ITEMS: (continued)

Title No. 10-42909396-CW
Locate No. CACT17754-7754-4423-0042309396

13. **A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$18,270.71
 Dated: September 12, 2002
 Trustor: Lynda Mourton, a widow
 Trustee: Cuesta Title Company, a California Corporation
 Beneficiary: Dan E. Weisenberger, a married man as his sole and separate property
 Loan No.:
 Recorded: September 30, 0200, Instrument No. 2002-73923, of Official Records

END OF ITEMS**Note 1. ***IMPORTANT RECORDING NOTE*****

For Kings County, please send all original documents for recording to the following office:

Chicago Title Company
 1460 W. 7th Street, Ste 102
 Hanford, CA 93230
 Attn: Recording Desk
 Phone: (559) 584-3381

For Tulare County, please send all original documents for recording to the following office:

Chicago Title Company
 1750 W. Walnut Ave, Ste A
 Visalia, CA 93277
 Attn: Recording Desk
 Phone: (559) 636-4300

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions, lenders instructions and settlement statements, to the Title Only Department of the issuing office.

- Note 2.** The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.
- Note 3.** The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 4.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.

Title No. 10-42309396-CW
Locate No. CACT17754-7754-4423-0042309396

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2010-2011.
- 2. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 261-020-010.

Code Area Number: 004-144
 1st Installment: \$565.63 PAID
 2nd Installment: \$632.19 DELINQUENT
 Land: \$61,861.00
 Improvements: \$44,989.00
 Exemption:
 Personal Property:

- 3. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
- 4. **Taxes and assessments** levied by the Porter Vista Public Utility District.
- 5. **Provisions**, conditions and qualifications affecting said land, adopted by the planning commission for the uses and purposes as set forth therein:

City/County: County of Tulare
 Resolution No: 4660
 Approving: Tentative Parcel Map 79-143
 Certified Copy
 Recorded: October 10, 1979 as Instrument No. 60250 Official Records.

- 6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Porterville and the Porter Vista Public Utility District
 Purpose: Public Sanitary and Storm Sewers
 Recorded: February 22, 1989, Instrument No. 9053, Book 4804, Page 139, of Official Records
 Affects: portion of said land

NOTES: (continued)

Title No. 10-42309396-CW
Locate No. CACT17754-7754-4423-0042309396

- Note 5.** The name(s) of the buyer(s) furnished with this application for Title Insurance is/are:
to follow
If these names are incorrect, incomplete or misspelled, please notify the Company.
- Note 6.** The Requirement that the complete and correct name or names of proposed buyers herein, be submitted to the Title Department, at least 5 days prior to the close of escrow.
- Note 7.** Escrow information note: Arb No. 261-002-0-01,08
- Note 8.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 9.** Please contact Escrow Office for Wire Instructions.
- Note 10.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

P.14

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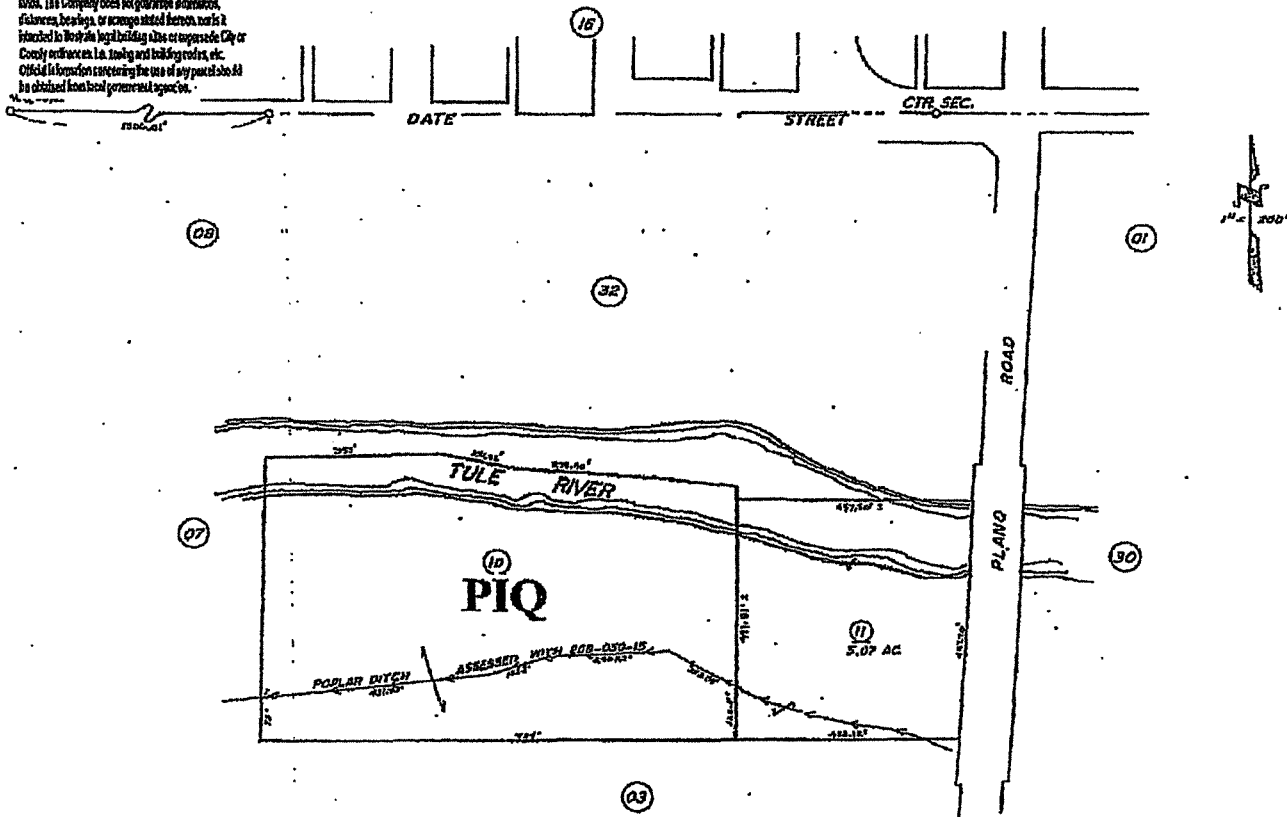
FRESNO TITLE GR

MAR-31-2011 15:01

NE 1/4 OF SW 1/4 & POR. NW 1/4 OF SE 1/4 SEC. 36, T21S., R27E., M.D.B. & M.

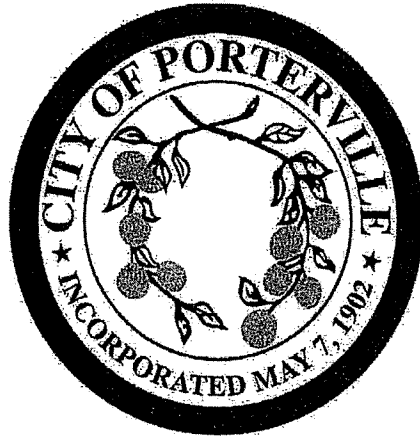
TAX CODE AREA 261-02
126-002

This Map is being furnished as a convenience to locate the herein described land in relation to adjoining streets and other lands. The Company does not guarantee dimensions, distances, bearings, or acreage stated hereon, nor is it intended to constitute legal building lines or surveys. City or County ordinances, L.A. zoning and building codes, etc. Official information concerning the use of any parcel should be obtained from local governmental agencies.



ASSESSOR'S MAPS BK. 261, PG. 02
COUNTY OF TULARE, CALIF.

NOTE—ASSESSOR'S BLOCK NUMBERS SHOWN IN SQUARES
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES



EMINENT DOMAIN Information Pamphlet

CITY OF PORTERVILLE
Community Development Department
291 North Main Street
Porterville, CA 93257

EMINENT DOMAIN – Information Pamphlet

I. Introduction

Eminent domain is the power of the government to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, the City of Porterville tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the City only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.¹

- **What is a "public use"?**

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water pipelines or storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- **What is "just compensation"?**

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of fair market value is "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

II. The Eminent Domain Process and the Property Owner's Rights

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of your property may be necessary for a public use project, the City will begin the appraisal process to determine the property's fair market value.

¹ This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice.

- **How is the fair market value of my property determined?**

The City will retain an independent, accredited appraiser familiar with local property values to appraise your property. The appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the City with the appraisal. The City will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

- **What factors does the appraiser consider in determining fair market value?**

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

- **Will I receive a copy of the appraisal?**

The City is required to provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the City's offer. Among other things, this summary must include:

- A general statement of the City's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the City is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the City may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

- **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the City. At the time of making its initial offer to you, the City must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the independent appraisal must be conducted by an appraiser licensed by the State Office of Real Estate Appraisers.

- **What advantages are there in selling my property to the City?**

A real estate transaction with the City is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the City.

- You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The City will pay all these costs.
- Although the City cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

- **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The City will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

Also, if any remaining part is of such a size, shape, or condition as to be of little market value, the City will offer to acquire that remaining part (or remnant) from you, if you so desire.

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition

of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

- **What will happen to the loan on my property?**

Where the City is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the City are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the City's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the City, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The City, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the City may either file an eminent domain action in a court located within the same county where your property is located or it may decide to abandon its intention to acquire the property. If the City abandons its intention to acquire, it will promptly notify you.

If the City proceeds with eminent domain, the first step is for the City staff to request authority from the City Council to file a condemnation action. The approval from the City Council is called a "Resolution of Necessity." In considering whether condemnation is necessary, the City Council must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice and an opportunity to appear before the City Council when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the City Council or in writing to the City Council.

If the City Council adopts the Resolution of Necessity, the City can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The City is the plaintiff. Anyone with a legal interest in the property, generally determined from a title

report on the property (including tenants or mortgage holders), are named as defendants. Often, the City will also deposit the amount the City believes is the "probable amount of compensation" with the State Treasurer where the complaint is filed. A deposit must be made if the City is seeking to acquire possession of the property before agreement is reached on the fair market value.

- **Can the City acquire possession of my property before the property's fair market value is determined in the eminent domain lawsuit?**

In some cases, the City may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the City must apply to the court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The City is required to schedule a hearing with the court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent at least 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the order for possession should be granted. As noted above, the City must deposit with the State Treasurer the probable amount of just compensation in order to obtain possession of the property.

- **Can I oppose the motion for an order for possession?**

Yes. You may oppose the motion in writing by serving the City and the court with your written opposition within the period of time set forth in the notice from the City.

- **Can I rent the property from the City?**

If the City agrees to allow you or your tenants to remain on the property after the City acquires possession, you or the tenants will be required to pay a fair rent to the City. Generally, such rent will not be more than that charged as rent for the use of a property similar to yours in a similar area.

- **Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?**

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the State Treasurer before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the City to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the City to increase the amount deposited with the State Treasurer if you believe the amount the City has deposited less than the "probable amount of compensation."

- **Can I contest the condemning agency's acquisition of the property?**

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the City's right to acquire or condemn the property.

7267.2. (a) (1) Prior to adopting a resolution of necessity pursuant to Section 1245.230 of the Code of Civil Procedure and initiating negotiations for the acquisition of real property, the public entity shall establish an amount that it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established, unless the owner cannot be located with reasonable diligence. The offer may be conditioned upon the legislative body's ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity or both. The amount shall not be less than the public entity's approved appraisal of the fair market value of the property. A decrease or increase in the fair market value of real property to be acquired prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for the improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant, shall be disregarded in determining the compensation for the property.

(2) At the time of making the offer described in paragraph (1), the public entity shall provide the property owner with an informational pamphlet detailing the process of eminent domain and the property owner's rights under the Eminent Domain Law.

(b) The public entity shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount it established as just compensation. The written statement and summary shall contain detail sufficient to indicate clearly the basis for the offer, including, but not limited to, all of the following information:

(1) The date of valuation, highest and best use, and applicable zoning of property.

(2) The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.

(3) If appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.

(c) Where the property involved is owner-occupied residential property and contains no more than four residential units, the homeowner shall, upon request, be allowed to review a copy of the appraisal upon which the offer is based. The public entity may, but is not required to, satisfy the written statement, summary, and review requirements of this section by providing the owner a copy of the appraisal on which the offer is based.

(d) Notwithstanding subdivision (a), a public entity may make an offer to the owner or owners of record to acquire real property for less than an amount that it believes to be just compensation therefor if (1) the real property is offered for sale by the owner at a specified price less than the amount the public entity believes to be just compensation therefor, (2) the public entity offers a price that is equal to the specified price for which the property is being offered by the landowner, and (3) no federal funds are involved in the acquisition, construction, or project development.

(e) As used in subdivision (d), "offered for sale" means any of the following:

(1) Directly offered by the landowner to the public entity for a specified price in advance of negotiations by the public entity.

(2) Offered for sale to the general public at an advertised or published specified price, set no more than six months prior to, and

still available at, the time the public entity initiates contact with the landowner regarding the public entity's possible acquisition of the property.

COUNCIL AGENDA – DECEMBER 16, 2014

SUBJECT: SECOND READING – ORDINANCE 1819, APPROVING ZONE CHANGE (PRC 2014-026-GZ)

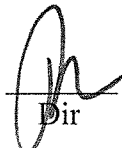
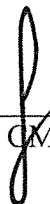
SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: Ordinance No. 1819, An Ordinance of the City Council of the City of Porterville approving Zone Change (PRC 2014-026-GZ) from CN (Neighborhood Commercial) and RM-2 (Medium Density Residential) to CR (Retail Centers) for that 1.3± acre site located at the southwest corner of Henderson Avenue and Newcomb Street, was given first reading on December 2, 2014, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1819, waive further reading, and adopt said Ordinance.

ATTACHMENT: Ordinance No. 1819

Item No. 14

 Dir	<i>N/A</i> Approp./ Funded	 CM
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ORDINANCE NO. 1819

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE (PRC 2014-026-GZ) FROM CN (NEIGHBORHOOD COMMERCIAL) AND RM-2 (MEDIUM DENSITY RESIDENTIAL) TO CR (RETAIL CENTERS) FOR THAT 1.3± ACRE SITE DESCRIBED HEREIN LOCATED AT THE SOUTHWEST CORNER OF HENDERSON AVENUE AND NEWCOMB STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of December 2, 2014, conducted a public hearing to approve findings and consider Zone Change PRC 2014-026-GZ, being a change of zone from CN (Neighborhood Commercial) and RM-2 (Medium Density Residential) to CR (Retail Centers) located at the southwest corner of Henderson Avenue and Newcomb Street (APNs 245-070-087, 245-070-036, 245-070-047 and 245-070-083); and

WHEREAS: The City Council of the City of Porterville determined that the proposed Zone Change (PRC 2014-026-GZ) is consistent with the guiding and implementation policies of the adopted 2030 General Plan; and

WHEREAS: Development of the project area would require additional review by the Project Review Committee and would be subject to the City's development standards and the General Plan Land Use Implementation Policies, including but not limited to General Plan Land Use Implementation Policy LU-I-21 (prohibits new strip commercial development); and

WHEREAS: That a Mitigated Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act and was transmitted to interested agencies and made available for public review and comment. The review period ran for thirty (30) days from October 31, 2014 to December 1, 2014; and

WHEREAS: The City Council made the following findings 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.

- a. The project supports and complies with the following General Plan guiding policies:
 - LU-G-1: Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.
 - LU-G-3 Promote sustainability in the design and development of public and private development projects.
 - LU-G-11: Foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.
 - LU-G-21: Prohibit new strip commercial developments.
- b. Development of the site would be required to be reviewed by the Project Review Committee and would be subject to the City's development standards.

- c. An amendment to the General Plan designation is being processed concurrently with this Zone Change request. Approval of the Zone Change is contingent upon the approval of General Plan Amendment (PRC 2014-026-GZ), to ensure consistency between the General Plan and Zoning. The Zone Change from CN (Neighborhood Commercial) and RM-2 (Medium Density Residential) to CR (Retail Centers) would foster strong, visually attractive regional commercial center with a mix of tenants to serve both local and regional needs
- d. The subject Zone Change will not create adverse environmental impacts on the biological resources or adjacent neighborhood when mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied to the subsequent development project.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does ordain as follows:

Section 1: That the following described property in the City of Porterville, County of Tulare, State of California, known as Zone Change PRC 2014-026-GZ, is hereby rezoned from CN (Neighborhood Commercial) and RM-2 (Medium Density Residential) to CR (Retail Centers) pursuant to Section 3 below, for the parcels described herein as Assessor's Parcel Numbers 245-070-087, 245-070-036, 245-070-047 and 245-070-083 located on the southwest corner of Henderson Avenue and Newcomb Street; and

Section 2: It is further ordained that all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show the above described real property is rezoned from CN (Neighborhood Commercial) and RM-2 (Medium Density Residential) to CR (Retail Centers) for the site described above, more particularly shown on the attached map as Exhibit "A"; and

Section 3: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage, subject to the following condition:

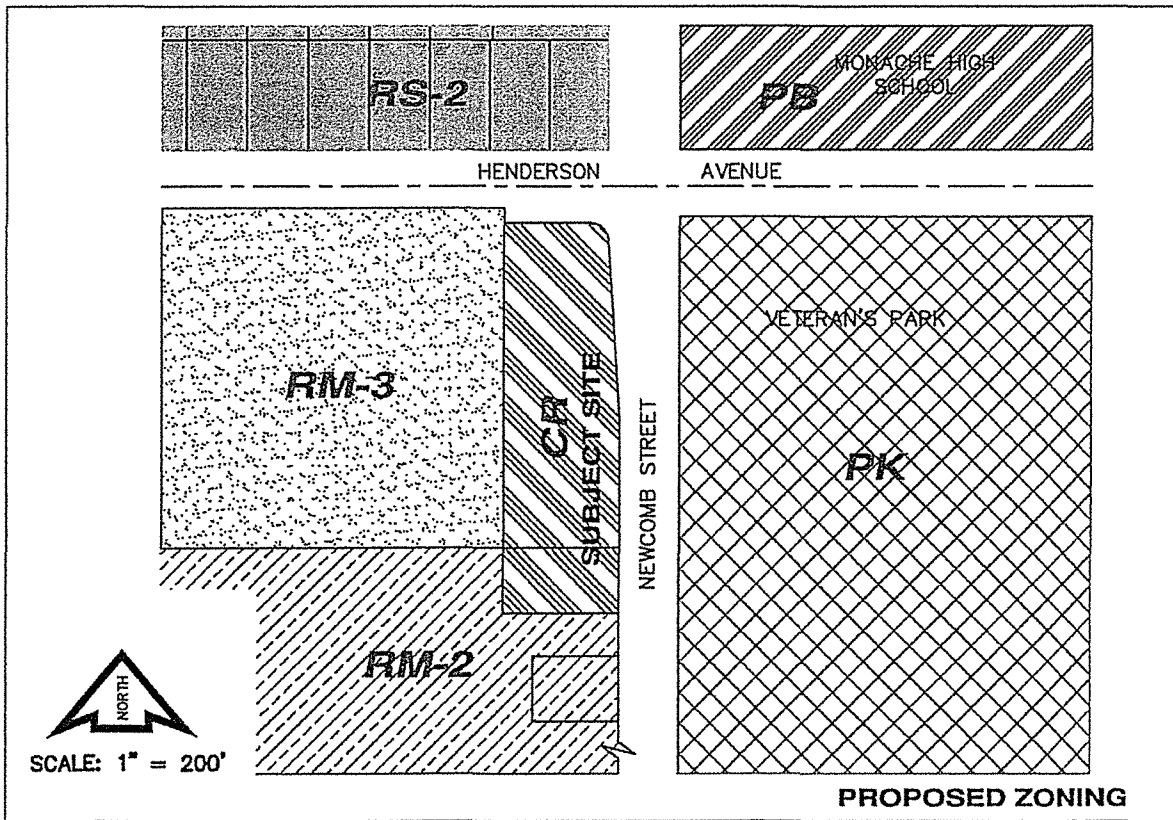
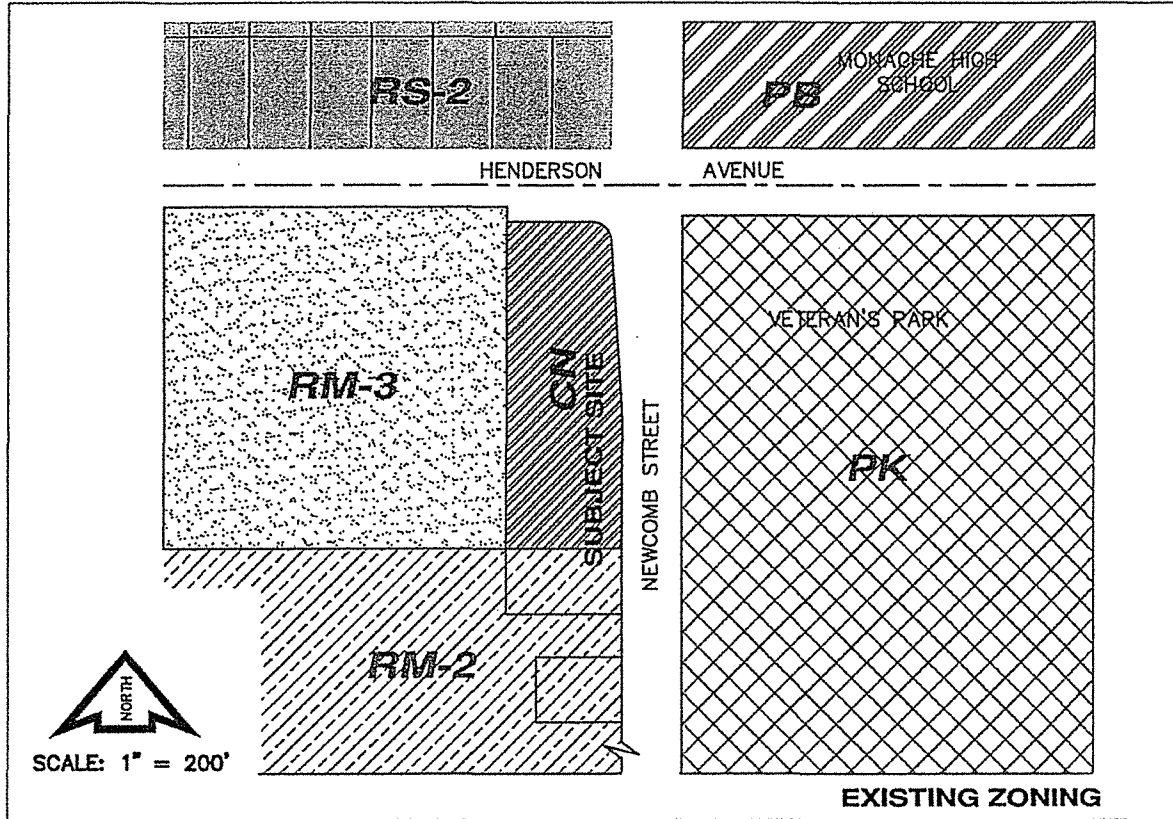
Development of the site would be required to be reviewed by the Project Review Committee and would be subject to the City's development standards.

PASSED, APPROVED AND ADOPTED this ____ day of December, 2014.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



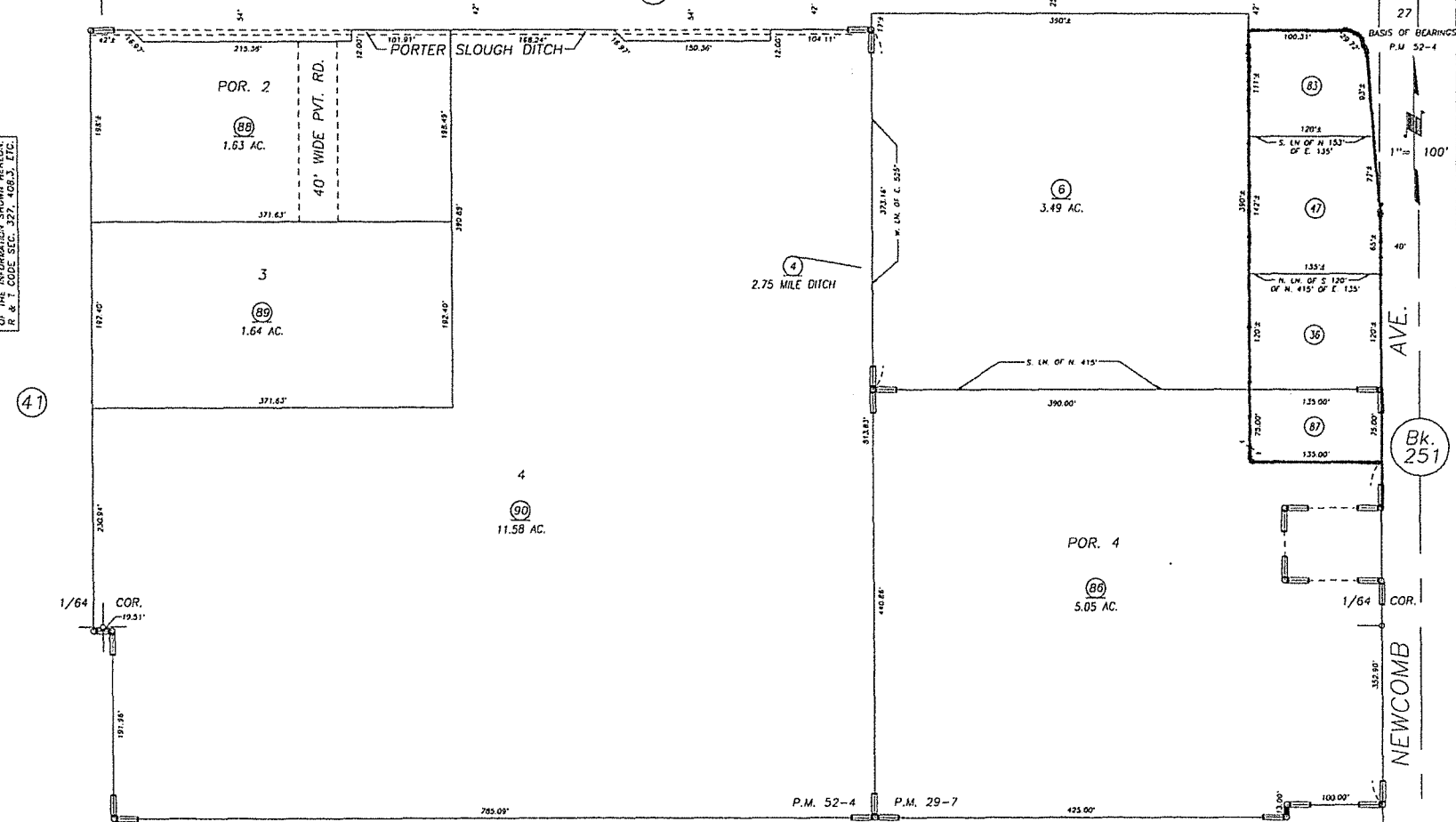
2011

N/2 OF NE/4 OF NE/4 SEC.28, T.21S., R.27E., M.D.B. & M.

Tax Area Codes 245-07

HENDERSON AVE. 160 AVE. 160 004-023 21 22

DISCLAIMER
 THIS MAP AND THE INFORMATION CONTAINED THEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND THE PARCELS SHOWN HEREON MAY NOT BE ACCURATE. THE ASSessor'S OFFICE MAKES NO WARRANTY, REPRESENTATION OR LIABILITY IS ASSUMED FOR THE USE OF THE INFORMATION SHOWN HEREON. P. & T. CODES SEC. 37, 40B, 40C, ETC.



POR. PARCEL MAP NO. 2806, P.M. 29-7
 POR. PARCEL MAP NO. 5097, P.M. 52-4

CITY OF PORTERVILLE
 ASSESSOR'S MAPS BK. 245 , PG. 07
 COUNTY OF TULARE, CALIFORNIA, U.S.A.

NOTE: Assessor's Parcel Numbers Shown in Circles (1) (123) Assessor's Block Numbers Shown in Ellipses

2013-0080842	07/03/2014	ARP
REVISION	DATE	TECH

COUNCIL AGENDA – DECEMBER 16, 2014

SUBJECT: SECOND READING – ORDINANCE 1820, CONCERNING MOBILE BUSINESSES, ITINERANT VENDORS AND YARD SALE SIGNAGE

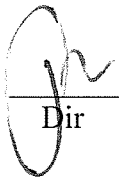
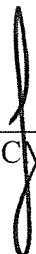
SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

COMMENT: Ordinance No. 1820, An Ordinance of the City Council of the City of Porterville Amending Chapter 21, Section 301.09 of the Porterville Municipal Code Concerning Mobile Businesses, Amending Chapter 15, Section 15-1 of the Porterville Municipal Code Concerning Definitions of Itinerant Vendors, and Amending Chapter 21, Section 301.21 of the Porterville Municipal Code Concerning Yard Sale Signage, was given first reading on December 2, 2014, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1820, waive further reading, and adopt said Ordinance.

ATTACHMENT: Ordinance No. 1820

Item No. 15

 Dir	<u>N/A</u> Approp./ Funded	 CM
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ORDINANCE NO. 1820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 21, SECTION 301.09 OF THE PORTERVILLE MUNICIPAL CODE
CONCERNING MOBILE BUSINESSES, AMENDING CHAPTER 15, SECTION 15-1 OF
THE PORTERVILLE MUNICIPAL CODE CONCERNING DEFINITIONS OF ITINERANT
VENDORS, AND AMENDING CHAPTER 21, SECTION 301.21 OF THE PORTERVILLE
MUNICIPAL CODE CONCERNING YARD SALE SIGNAGE

WHEREAS, the City Council has reviewed the current limitations on atypical business models and found that accommodations could be made that would encourage development and growth of local businesses without compromising the success of existing businesses in the city; and

WHEREAS, the City Council finds that complaints of excessive signage advertising yard sales may be reduced if specific parameters were clearly defined for residents throughout the city; and

WHEREAS, Pursuant to State and local environmental regulations, the proposed ordinance amendments serve 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, THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DOES HEREBY ORDAIN as follows:

SECTION 1. The Porterville Municipal Code, Chapter 21, Series 300, Chapter 301.09 is hereby amended as follows:

Home occupations that are carried on by an occupant of a dwelling unit for gainful employment, are clearly incidental and subordinate to the use of the structure for dwelling purposes and that do not change the residential character of the primary use, are allowed and shall be operated in compliance with the following standards. Home occupations are subject to zoning conformance approval pursuant to Chapter 602, "Zoning Conformance Review".

(a) Permitted Uses: Home occupations generally include, but are limited to the following uses:

- (1) Professional offices.
- (2) Offices for personal services such as janitorial service, gardening service, office services, etc.
- (3) Dressmaking, millinery, and other home sewing work.
- (4) Handicrafts such as weaving, leatherwork, and other arts and crafts.

(5) Instructional classes, not exceeding two (2) students at one time.

(6) Internet sales, mail order or direct sales provided no merchandise is sold on the premises.

(7) Cottage food operations.

(b) Prohibited Uses: The following uses are not permitted as a home occupation:

(1) The repair, reconditioning, servicing or manufacture of any internal combustion or diesel engine or of any motor vehicle, including automobiles, trucks, motorcycles, or boats.

(2) Repair, fix it or plumbing shops.

(3) Uses that entail the harboring, training, raising, or grooming of dogs, cats or other animals, on the premises.

(4) Uses that entail food handling, processing or packing, other than specialized minor cooking or baking.

(5) Healing arts.

(6) Spiritual advisory service (fortune telling).

(c) The residential use remains the primary activity on the property.

(d) No sign shall be publicly displayed on the premises relating to the home occupation or product thereof.

(e) No person not residing on the premises may be employed at the site of the home occupation.

(f) Sale of goods on the premises shall be limited to the products of the home occupations, and no other merchandise or goods shall be sold, kept or displayed for the purposes of sale on the premises.

(g) The home occupation shall not attract or generate excessive auto or foot traffic, require additional off street parking spaces, involve the use of commercial vehicles for delivery of materials or supplies to or from the premises, or exceed six (6) patrons or customers for any calendar day.

(h) No use of materials, mechanical equipment, utilities, or community facilities beyond that normal to the use of the property for residential purposes shall be permitted.

(i) Storage related to the home occupation shall be confined to the dwelling or accessory building.

(j) No dwelling or accessory buildings shall be built, altered, finished, or decorated externally for the purposes of conducting the home occupation in such a manner as to change the

residential character and appearance of the dwelling, or in such a manner as to cause the structure to be reasonably recognized as a place where a home occupation is conducted.

- (k) No garage or accessory building shall be altered or used in such a manner that would reduce the number of covered parking spaces required in the district in which it is located.
- (l) Not more than one vehicle of not more than one ton capacity used in connection with the home occupation shall be kept on the site. Any trailer, wheeled equipment, or any vehicle displaying or advertising the home occupation shall not be visible from off the premises.
- (m) The home occupation shall not involve the use of power equipment on the premises using motors exceeding one horsepower combined capacity.
- (n) No equipment or process shall be used which creates noise, vibration, glare, fumes, odor, or electrical interference detectable to the normal senses off the lot if the occupation is conducted in a single-family detached residence, or outside the dwelling unit if conducted in other than a single-family detached residence. No equipment or process shall be used which creates visual or audible electrical interference in any radio or television receiver off the premises, or causes fluctuations in line voltage off the premises.
- (o) Service oriented mobile businesses that provide services at the location of a client may function as a home based business, where compliant with all other provisions of this section and subject to the following standards:
 - (1) No business activities other than office activities occur on the premises. A client may not come to the home of the business to use the mobile unit.
 - (2) The primary business activity involves provision of services that by their nature are intermittent and convenient to be provided at the home or business of the client. Examples include: mobile notary, personal services, minor vehicle repair not involving engines as prohibited above (windshield repair or battery replacement), computer maintenance and repair.
 - (3) Sale of goods is permitted only as an accessory to the service oriented use, such as sale of a windshield when it is replaced, or a new hard-drive when it is required and installed as a part of a computer repair.
- (p) More than two yard sales per year, but not more than four yard sales per year, may be permitted subject to issuance of a business license and a home occupation permit subject to the following standards:
 - (1) A Seller's Permit must be obtained through the State Board of Equalization prior to the date of the third yard sale.
 - (2) The sales events must be compliant with the provisions of Section 301.21 of this Chapter.

SECTION 2. The Porterville Municipal Code, Chapter 15, Article I, Section 15-1 is hereby amended as follows:

ITINERANT VENDOR OR ITINERANT MERCHANT: All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer.

The provisions of this definition shall not apply to commercial travelers or selling agents, selling their goods exclusively to merchants, dealers or traders, whether selling for present or future delivery, by sample or otherwise, nor to peddlers, as the same is defined in this chapter. Further, the provisions of this definition shall not apply to persons selling fruit, vegetables, eggs, butter or other farm or ranch products of their own farm or dairy, exclusively, nor shall it apply to food products defined as "cottage foods" pursuant to the Health and Safety Code, live plants or plant cuttings, or homemade arts or crafts when such items are offered for sale by the preparer at a coordinated Farmer's Market or similar event approved through the City.

FLEA MARKET OR SWAP MEET: Any collection of two (2) or more vendors gathered together in a common area segregated by spaces, booths or other designated selling locations for the purpose of selling, offering to sell, bartering, or offering to barter, or any combination thereof, goods, wares, merchandise or articles of value. This definition shall be liberally construed so as to apply to any activity commonly known and referred to as a flea market, swap meet, or farmer's market.

SECTION 3. The Porterville Municipal Code, Chapter 21, Series 300, Chapter 301.21 is hereby amended as follows:

301.21: TEMPORARY USES

- (b) Garage Sales: A garage or yard sale may be permitted on any developed lot in an R district, in accordance with Section 18-8.2 of the Municipal Code and the following standards:
- (1) Garage sales are limited to no more than three (3) consecutive days in any six (6) month period.
 - (2) All merchandise to be sold shall be displayed on a private lot and not within the public right of way.
 - (3) One sign not exceeding two feet by two feet in size may be posted on the property where the sale is being held during the duration of the sale only. No signs regarding such sale shall be posted on any property other than where the sale is held.

SECTION 4. The Porterville Municipal Code, Chapter 18, Article 8.2 is hereby amended as follows:

18-8.2 Sale of Personal Property from Residential Premises

B. Time And Place of Sale: Only two (2) such sales may be conducted at a particular place in any six (6) month period. No sale shall continue more than three (3) days. Sales shall be conducted between the hours of eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M. only.

SECTION 5. This ordinance shall be in full force and effect not sooner than thirty days from and after the ordinance's publication and passage.

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

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: AWARD OF CONTRACT – W. NORTH GRAND AVENUE RECONSTRUCTION PROJECT (NEWCOMB STREET TO PROSPECT STREET)

SOURCE: Public Works Department - Engineering Division

COMMENT: On November 19, 2014, staff received seven (7) bids for the W. North Grand Avenue Reconstruction Project. The proposed project reconstructs W. North Grand Avenue to collector standards from Newcomb Street to Prospect Street. It also includes about 600 additional feet west of the intersection of Newcomb Street and W. North Grand. The project includes new paving, sewer and water services to parcels not already served, curbs, gutters, sidewalks (developed parcels within city limits), drive approaches, storm drains and appurtenances.

The Engineer's Estimate of Probable Cost for construction is \$1,544,389. The low bid for the project \$1,133,650.40, which is 26.6% below the Engineer's Estimate. An additional \$113,365.04 is required for construction contingency (10%). It is anticipated that an additional \$85,023.78 (7.5%) is required for construction management, quality control, inspection services and construction surveying for a total estimated project cost of \$1,332,039.22.

Special Gas Tax Funds is the funding source for all of the street infrastructure and was approved in the 2014/2015 Annual Budget.

The bids are as follows:

	<u>Contractor</u>	<u>Amount</u>
1.	MAC General Engineering Porterville, CA	\$1,133,650.40
2.	RJ Berry Selma, CA	\$1,252,311.00
3.	Emmet Valley Construction Fresno, CA	\$1,292,465.00
4.	Dawson-Mauldin Construction Huntington Beach, CA	\$1,322,631.00

Dir BSZ Appropriated/Funded MB CM

Item No. 16

5.	B&B Construction Services Sanger, CA	\$1,412,744.10
6.	Lee's Paving, Inc. Visalia, CA	\$1,589,706.45
7.	Central Valley Asphalt Lindsay, CA	\$1,748,514.12

Staff has found the low bid acceptable and in compliance with the specification requirements for this locally funded project.

RECOMMENDATION: That City Council:

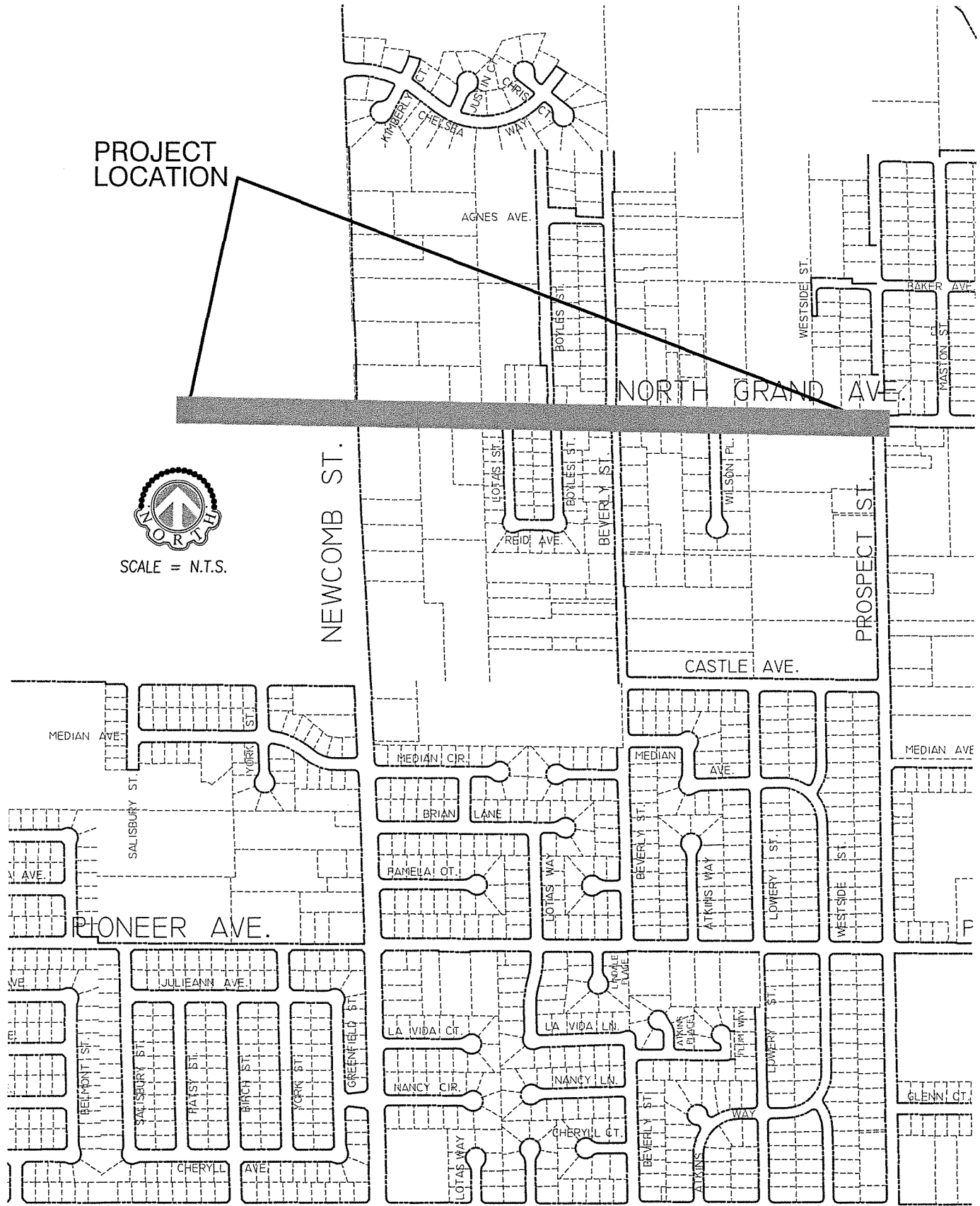
1. Award the W. North Grand Avenue Reconstruction Project to MAC General Engineering in the amount of \$1,133,650.40;
2. Authorize progress payments up to 95% of the contract amount; and
3. Authorize a 10% contingency to cover unforeseen construction costs and 7.5% for construction management, quality control and inspection.

ATTACHMENT: Locator Map

PROJECT
LOCATION



SCALE = N.T.S.



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

NORTH GRAND
RECONSTRUCTION
PROJECT NEWCOMB
TO PROSPECT

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

COUNCIL AGENDA: DECEMBER 16, 2014

SUBJECT: CONSIDERATION OF APPOINTMENTS TO THE TRANSIT ADVISORY COMMITTEE

SOURCE: Public Works Department - Transit

COMMENT: On October 16, 2012, the City Council adopted Resolution 107-2012, which established a seven member Transit Advisory Committee to serve in an advisory capacity to the City Council on any matters concerning the transit system. The resolution provides that members be appointed by the City Council at its discretion by a majority vote. Members shall serve two-year staggered terms, shall be residents of the city of Porterville and representative of a cross-section of the community.

For the establishment of the Transit Advisory Committee, the Council shall appoint seven members, four to two-year terms and three to one-year terms. After the initial establishment of the Committee, future members of the committee will be appointed to two-year terms and will serve until his or her term is completed, or until such time that his or her appointment is rescinded by a majority vote of the City Council.

Applications for the Committee were solicited from the public and as of the time of agenda distribution, staff has received five Requests for Appointment, attached hereto for Council's reference, from the following individuals:

- Dianne Martinez
- Lori Hansen
- Karmine Calderon
- Pamela DeLair
- Kelly Jo McClullar

Requests for Appointment applications received after the distribution of the agenda will be presented to the Council for consideration and made available to the public under separate cover. Applications for the remaining two vacancies shall be brought to Council for appointment as they are received.

RECOMMENDATION: That the City Council appoint three individuals to serve two-year terms as members of the Transit Advisory Committee, and two individuals to serve one-year terms.

ATTACHMENT: Requests for Appointment
Resolution No. 107-2012

P:\pubworks\General\Council\Transit - Transit Advisory Committee Appointments - 2014-12-16.doc

Dir BSA Appropriated/Funded N/A CM J

Item No. 17

Transit Advisory Committee Application Form



Contact Information

Because we want the advisory group to reflect the diversity of the community, we would appreciate the following information:

Name Yvonne Martinez
Street Address
City ST ZIP Code 256 N. 3rd St #310
Home Phone Porterville, Ca. 93257
Work Phone 784-1934
E-Mail Address
Age 72

Sex Female Male

Ethnic Origin Caucasian

Disability (if any) Trouble Walking

Interest Group
Which transit interest group would you like to represent?

Student Disabled
 Senior At Large

Do you use Porterville Transit or Dial-A-Ride services?

YES
 NO

What bus routes do you ride?

Route 1 Route 2
 Route 3 Route 4
 Route 5 Route 6
 Route 7 Route 8
 Route 9

Please list your volunteer and/or work experience in the past 5 years.
(Note: If you are retired or not currently working please indicate your previous occupation.)

Volunteered with nursing homes
Retired + Disabled on SS + SSI

Describe issues you believe this committee should address.

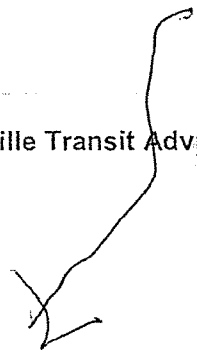
To make things more safe &

helpful for
helpful & safe

List organization you belong to or have belonged to and any leadership positions you have held in them.

Office
Manager of DM's office
General YAS.

Describe why you want to be a member of the Porterville Transit Advisory Committee?



Please list the experience and accomplishments, either paid or volunteer, that you would bring to this committee.

I just like to help people

Agreement

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

Transit Advisory Committee Application Form



Contact Information

Because we want the advisory group to reflect the diversity of the community, we would appreciate the following information:

Name *Pamela Delair*
Street Address *720 E. Worth Ave SPC #205*
City ST ZIP Code *Porterville, Ca. 93257*
Home Phone *(559) 756-0317*
Work Phone *N/A*
E-Mail Address
Age *54*
Sex Female Male
Ethnic Origin *white*
Disability (if any)

Interest Group

Which transit interest group would you like to represent?

Student Disabled
 Senior At Large

Do you use Porterville Transit or Dial-A-Ride services?

YES
 NO

What bus routes do you ride?

Route 1 Route 2
 Route 3 Route 4
 Route 5 Route 6
 Route 7 Route 8
 Route 9

Please list your volunteer and/or work experience in the past 5 years.

(Note: If you are retired or not currently working please indicate your previous occupation.)

*Retired Survivor's Benefits State Pension
Housekeeper / yard work
Volunteer Job Porterville Transit /
Richard Tree*

Describe issues you believe this committee should address.

Health, Safety and Efficiency for all people of the Porterville Transit system.

List organization you belong to or have belonged to and any leadership positions you have held in them.

Schools/Home Room Mother
Schools/Home School Teacher

Describe why you want to be a member of the Porterville Transit Advisory Committee?

I would like to volunteer my time to make the Porterville transit system a better place for all people to ride.

Please list the experience and accomplishments, either paid or volunteer, that you would bring to this committee.

Volunteer Jobs: Porterville Transit/Richard Tree, Bellevue School, Porterville Developmental Center and Tubare County Office of Education Sec. Gain.

Agreement

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Our Policy

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Thank you for completing this application form and for your interest in volunteering with us.

Transit Advisory Committee Application Form



Contact Information

Because we want the advisory group to reflect the diversity of the community, we would appreciate the following information:

Name Lori Hansen
Street Address 2331 White Chapel Wy
City ST ZIP Code Porterville CA 93257
Home Phone 920-7255
Work Phone _____
E-Mail Address angelkitty1973@yahoo.com
Age 41
Sex Female Male
Ethnic Origin White
Disability (if any) Driving Phobia

Interest Group

Which transit interest group would you like to represent?

Student Disabled
 Senior At Large

Do you use Porterville Transit or Dial-A-Ride services?

YES
 NO

What bus routes do you ride?

Route 1 Route 2
 Route 3 Route 4
 Route 5 Route 6
 Route 7 Route 8
 Route 9

Please list your volunteer and/or work experience in the past 5 years.

(Note: If you are retired or not currently working please indicate your previous occupation.)

Porterville Unified School District
Student Nutrition Worker

Describe issues you believe this committee should address.

Where They need to put stops &
Where They should take out stops

List organization you belong to or have belonged to and any leadership positions you have held in them.

W/A

Describe why you want to be a member of the Porterville Transit Advisory Committee?

To make Porterville transit better for
The community

Please list the experience and accomplishments, either paid or volunteer, that you would bring to this committee.

I have proudly worked for PUSD for 7 years
I also help out The VFW with different sales
like their fireworks booth on the 4th of July
I am also a college student at PC

Agreement

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

The only way I can be on this committee
is if the meetings are on Friday Afternoons!!!

Transit Advisory Committee Application Form



Contact Information

Because we want the advisory group to reflect the diversity of the community, we would appreciate the following information:

Name *Kelly Jo McCuller*
Street Address *1370 Lindale Pl*
City ST ZIP Code *Porterville 93257*
Home Phone *559-793-6768*
Work Phone
E-Mail Address *gadget778@gmail.com*
Age *43*
Sex Female Male
Ethnic Origin *W*
Disability (if any) *Diabetes*

Interest Group

Which transit interest group would you like to represent?

Student Disabled
 Senior At Large

Do you use Porterville Transit or Dial-A-Ride services?

YES
 NO

What bus routes do you ride?

Route 1 Route 2
 Route 3 Route 4
 Route 5 Route 6
 Route 7 Route 8
 Route 9

Please list your volunteer and/or work experience in the past 5 years.

(Note: If you are retired or not currently working please indicate your previous occupation.)

Office Manager

Describe issues you believe this committee should address.

More stops, times and disability options.

List organization you belong to or have belonged to and any leadership positions you have held in them.

Describe why you want to be a member of the Porterville Transit Advisory Committee?

I want to be a member because I would like to give my input as a new rider and to improve the bus experience.

Please list the experience and accomplishments, either paid or volunteer, that you would bring to this committee.

I would bring my 25 years of clerical and volunteer work and my experience of being a new bus rider.

Agreement

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

RECEIVED

NOV 10 2014

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Transit Advisory Committee Application Form



Contact Information

Because we want the advisory group to reflect the diversity of the community, we would appreciate the following information:

Name Karminne Calderon
Street Address 298 S. Howard ST
City ST ZIP Code Porterville CA 93257
Home Phone (559) 784-1439
Work Phone _____
E-Mail Address _____
Age 48
Sex Female, Male
Ethnic Origin Mexican AMERICAN
Disability (if any) _____

Interest Group

Which transit interest group would you like to represent?

- Student Disabled
- Senior At Large

Do you use Porterville Transit or Dial-A-Ride services?

- YES
- NO

What bus routes do you ride?

- Route 1 Route 2
- Route 3 Route 4
- Route 5 Route 6
- Route 7 Route 8
- Route 9

Please list your volunteer and/or work experience in the past 5 years.

(Note: If you are retired or not currently working please indicate your previous occupation.)

I'm a yard supervisor at Doyle Elementary school and that's been my place of employment for the past 6

Describe issues you believe this committee should address.

The buses usually running late around the first part of the month, and maybe having a separate bus for wheel chair riders on the first part of the month so the buses can run on time.

List organization you belong to or have belonged to and any leadership positions you have held in them.

Describe why you want to be a member of the Porterville Transit Advisory Committee?

I am a regular transit rider and have been since 2007.

Please list the experience and accomplishments, either paid or volunteer, that you would bring to this committee.

Agreement

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

RESOLUTION NO. 107-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CREATING AND ESTABLISHING THE TRANSIT ADVISORY COMMITTEE FOR THE
PURPOSE OF ADVISING THE CITY, THROUGH ITS TRANSIT MANAGER,
REGARDING ISSUES OF DEVELOPMENT, IMPLEMENTATION AND ON-GOING
TRANSIT SERVICES FOR THE CITY OF PORTERVILLE

WHEREAS, the City Council is of the opinion that it is in the public interest to provide the citizens of Porterville with its own transit service; and

WHEREAS, the City Council has selected and appointed a Transit Manager to oversee the development, implementation and on-going transit service; and

WHEREAS, the City Council believes that an advisory committee made up of local citizens, that would provide advice and recommendations to the Transit Manager, would be of overall benefit to the Manager and City Council.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Porterville, as follows:

Section 1. A Transit Advisory Committee is established in and for the City of Porterville. The Transit Advisory Committee shall serve in an advisory capacity to the transit division, the Transit Manager and the City Council.

Section 2. Duties and Responsibilities of the Committee. The committee shall be specifically responsible for, but not limited to, the following:

- A. Developing and assessing on an on-going basis, the transportation needs of the citizens of Porterville.
- B. Acting in an advisory capacity to the Transit Manager in the coordination of transit services.
- C. Promoting and educating the public regarding acceptance and usage of the transit system.
- D. Promoting and educating the public regarding special problems associated with the use of the transit system by youth, elderly and disabled citizens.
- E. Provide an outside influence and opinion on operations and marketing.
- F. Provide a valuable resource for planning purposes.

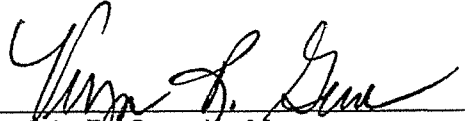
Section 3. Composition of Committee.

- A. The Transit Advisory Committee shall consist of the Transit Manager and seven (7) citizen community members. The membership shall be determined by the Transit Manager and shall be comprised representing the following interests groups: persons with disabilities, senior citizens, youth, and the general population.
- B. Membership applications will be advertised through the local media outlets, at the Transit Center, and on transit vehicles.
- C. Four of the seven members shall be appointed to two year terms and all subsequent appointments shall be one year. Members may continue for additional terms if their reappointment is approved by City Council.
- D. All members shall serve at the pleasure of the City Council and may be removed by a majority vote of the City Council at any time and for any reason.
- E. Vacancies, occurring by other than expiration of the terms, shall be filled by appointment as in the first instance (by either direct appointment by the City Council or appointment by the Council via transit division) as soon as possible; such appointee to serve for the unexpired term of the vacant office.
- F. Members of the Transit Advisory Committee shall serve without compensation.

Section 4. The Transit Advisory Committee shall hold regular quarterly meetings at a place and time determined by the Transit Advisory Committee. Any meeting date falling on a holiday, or any meeting cancelled because a quorum could not be assembled, shall be rescheduled by the Transit Manager on behalf of the Committee. A special meeting of the Transit Advisory Committee can be scheduled by the Transit Manager at the request of the Committee or City Council. In scheduling special meetings, the Transit Manager shall make every effort to provide at least seven (7) days notice to committee members. The meetings shall be held in compliance with the Brown Act and all applicable laws, and the meetings and records shall be public. The Committee shall keep record of its proceedings. A record of attendance shall be kept regularly and reported to the City Council at least one time per year. Members are expected to have seventy-five percent (75%) attendance based on the Committee's regular meeting schedule (e.g. 3 out of 4). Members who fail to meet the attendance requirements automatically vacate their seat and the vacancies shall be filled per Section 3.


Section 5. A presence of a majority of the members of the established number of members, as set via Resolution of the City Council, shall constitute a quorum for the transaction of business (i.e. at least 5).

PASSED, APPROVED AND ADOPTED, this 16th day of October, 2012.



Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA: DECEMBER 16, 2014

SCHEDULED MATTER

TITLE: ISSUES RELATED TO IMPLEMENTATION OF CARGO CONTAINER REGULATIONS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: At the meeting of March 4, 2014, the City Council adopted Resolutions 14-2014 and 15-2014 in order to set forth provisions to accommodate various time periods for the temporary use of cargo containers associated with commercial and industrial uses, and to establish fees for processing such applications. Resolution 15-2014, in establishing fees, defined an "amnesty period" of a reduced fee amount where business owners may have previously brought to site a cargo container without permits for long term use of three or fewer containers, in order to encourage early compliance.

Although a small number of businesses had attended the March 2014 City Council meeting, and the item was the subject of an article in the Porterville Recorder, no applications had been received by September 30th. In order to remind businesses of the new requirements with adequate time to allow fees to be submitted at the reduced rate, staff coordinated a courtesy reminder effort in October. The initial step involved windshield surveys along major commercial corridors citywide. After documenting those businesses with cargo containers, approximately 65 courtesy letters were sent to the businesses advising them of the new regulations and the opportunity to comply in advance of the January 1, 2015, fee increase.

Subsequent to receiving the letters, two businesses have completed the application form (Attachment 3) and submitted the fee in order to legalize the use of their cargo containers. Conversely, a number of those businesses that received the letter were upset at the regulation as well as the fee. Further, some businesses cite prior authorization to locate and maintain the cargo containers from previous Building Officials, even though that staff did not have authority to make such approvals.

Most early approvals referenced are at least ten years old, prior to the initial resolution of ambiguity in Resolution 29-2005. Staff is of the position that those early approvals were granted in error, and, therefore, are not valid. However, staff acknowledges that to the business owners' best knowledge, they were complying with the regulations of the City. In these instances, staff is seeking direction from the City Council.

As a matter of defining the applicability of any grandfather clauses for three or fewer cargo containers, staff has recommendations as outlined below:

- If the business owner with a cargo container was issued a written letter of approval from City staff, but was not placed on the site in a manner

consistent with Resolution 14-2014, the container may have the first five year period of a long-term temporary permit free of charge, and at the end of the five year period, compliance must be reached before a new permit would be issued.

- In the event that the business owner with a cargo container was issued a written letter of approval from City staff and was placed on a permanent foundation and meeting all conditions of Resolution 14-2014, it can be grandfathered with adequate documentation of approval in the form of a written letter by the Zoning Administrator.
- If the cargo container was referenced within or otherwise approved as part of a building permit and placed on a permanent foundation and meeting all conditions of Resolution 14-2014, it can be grandfathered by the Zoning Administrator.

Staff does not recommend providing a grandfather clause for greater than three cargo containers; of the 104 sites found during the surveys that had cargo containers, only nine locations included more than three containers.

Outside of these specific instances, all cargo containers are subject to the provisions of Resolutions 14-2014 and 15-2014.

RECOMMENDATION: That the City Council consider whether, and to what degree, previously “approved” cargo containers may remain on site and provide direction to staff accordingly.

ATTACHMENTS:

1. Resolution 14-2014
2. Resolution 15-2014
3. Cargo Container Application
4. Sample letter

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.

**ATTACHMENT
ITEM NO. **

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:

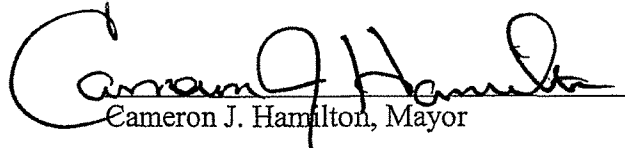
- The number of containers allowed would be determined by Council.
- The time period requested shall be specified by the applicant. Final expiration of the permit shall be coterminous with the permit expiration date approved by Council. Extensions will not be permitted. However, the applicant may apply 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.

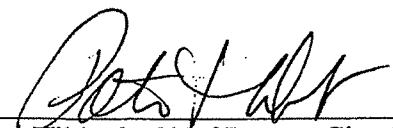
For example, a temporary modular building could be authorized to occupy required parking spaces in a commercial development. It is the intent of City Council to weigh such modifications against both the need and duration of the temporary building. Except in extraordinary cases, the City Council would 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

RESOLUTION NO. 15-2014

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE ESTABLISHING FEES FOR USE OF
CARGO/SHIPPING CONTAINERS AS TEMPORARY STRUCTURES

WHEREAS, On December 3, 2013, the City Council of the City of Porterville considered modifications to Resolution 29-2005 as it relates to cargo/shipping containers for non-residential uses; and

WHEREAS, during that meeting, the City Council adopted an amended resolution creating a provision for the use of cargo/shipping containers in two manners: as Temporary Non-Standard Development: Short Term, and as Temporary Non-Standard Development: Long Term; and

WHEREAS, the fee had not yet been determined or defined at the time of that meeting, and the City Council directed staff to return with recommended fees. Staff has since researched similar fees in other jurisdictions; and

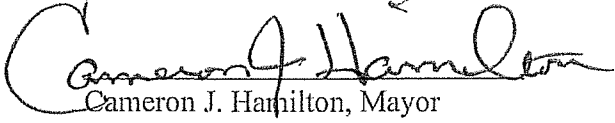
WHEREAS, on January 21, 2014, a public hearing was held to consider adoption of a fee related to said provisions. Input received resulted in a continuance of the hearing to the meeting of March 4, 2014, and additional clarification regarding implementation of the policy was brought to the Council at the meeting of February 4, 2014; and

WHEREAS, further consideration of the policy and fees were discussed at the meeting of March 4, 2014; and

WHEREAS, the proposed fee structure is based on staff time necessary to initiate review of temporary structures and then monitor on-going compliance in these specific cases as deemed necessary by the Council. The recommended fee for use of cargo containers as temporary non-standard development is as follows: Short Term = \$296, Long Term (up to three containers) = \$138 for those users receiving a permit before January 1, 2015, and \$217 after January 1, 2015, Long Term (more than three containers) = \$454 + \$79/six month period or portion thereof.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Porterville that the fees for use of cargo containers as temporary non-standard development as permitted in accordance with Resolution 82-2013 is adopted as Short Term = \$296, Long Term (up to three containers) = \$138 for those users receiving a permit before January 1, 2015, and \$217 after January 1, 2015, Long Term (more than three containers) = \$454 + \$79/six month period or portion thereof.

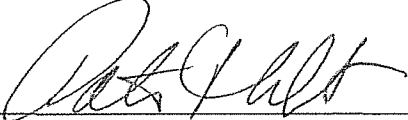
PASSED, APPROVED AND ADOPTED this 4th day of March, 2014.


Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By


Patrice Hildreth, Chief Deputy City Clerk



CITY OF PORTERVILLE

Community Development - Planning Division

Cargo Container Permit Application

Business Name: _____

Business Address: _____

Contact Person: _____ Contact Telephone/ Email: _____

Number of Containers: _____ Time Frame: _____
Date to be placed Date to be removed Number of days Already in place

Explain need for containers: _____

Will hazardous materials be stored in container(s)? Yes No

If yes, what types of hazardous materials? _____

*Site plan is required

Staff Use Only

Short Term

Approved By _____

Long Term (Less than/up to 3)

Field Checks _____

Long Term (More than 3)

Mitigation Factors _____

Requirements for Use of Cargo/Shipping Containers

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 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.

Use of Cargo/Shipping Containers as Temporary Non- Standard Development; Long Term- three (3) of 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.

Use of Cargo/Shipping Containers as Temporary Non-Standard Development; Long Term; more than three (3) container: 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 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.

In accordance to resolution 15-2014, the fees are as follows; Short Term = \$296, Long Term (up to three containers) = \$138 for those receiving the permit before January 1, 2015, and \$217 after January 1, 2015, Long Term (more than three containers) = \$454 + \$79/six month period or portion thereof.

October 27, 2014

Name of Business
Business Owner
Address
Porterville, CA 93257

Dear Business Owner,

Porterville is a community that strives for well-kept residential, business and industrial areas. In order to promote a higher quality of life the City has adopted resolutions pertaining to cargo/shipping containers as temporary structures. Resolution #14-2014 outlined the manner in which cargo containers may be used by businesses. Resolution #15-2014 established fees for use of cargo containers as temporary structures. Together, these resolutions, adopted March 4, 2014, intend to reduce permanent use of temporary structures by requiring a permit to use such structures and payment of a one-time fee. This is a courtesy notice to advise that after January 1, 2015, the City will begin enforcing this rule.

The City of Porterville Community Development Department has noticed that there is/are container(s) on the property identified above. The Cargo Containers can be used under two (2) manners: as Temporary Non- Standard Development: Short Term, and as Temporary Non-Standard Development: Long Term. Both require permits and payment of a fee. The language from the resolution defining the terms is included below.

Please note that after January 1, 2015, the fee for Use of Cargo Containers as Temporary Non-Standard Development: Long Term- three (3) or fewer containers will increase from \$138 to \$217.

Use of Cargo Containers as Temporary Non-Standard Development; Short Term: In areas where it is appropriate and necessary for short term use the Zoning Administrator may approve the use of the cargo containers in Commercial and Industrial zoned districts affiliated with current and existing development for additional storage purposes which are subject to the following criteria:

- There is only one (1) container limited per business or parcel.
- The container cannot be located on the site for more than 100 days.
- The container shall be stationed in an area that does not interfere with permanent site improvements, which include and are not limited to, parking, loading areas, on-site circulation, and accessibility.
- The location of the container may not interfere with required setbacks and cannot be visible from off site and/or public street view.

ATTACHMENT NO. 4

- The use of a container may be granted in accordance with a payment of an adopted fee for a Ministerial Temporary Structure Permit. The use of the containers that are not consistent with this section can only be approved by City Council.

Use of Cargo Containers as Temporary Non- Standard Development; Long Term- three (3) or fewer containers: Where it may be appropriate and necessary for longer terms of use, the Zoning Administrator may approve the use of cargo containers in Commercial and Industrial Zone districts associated with current and existing development for additional storage area are subject to the following criteria:

- The maximum amount of containers is three (3).
- The applicant will need to be specific on the time period being requested. The final expiration of the permit will be concurrent with the permit expiration date that is approved by the Zoning Administrator. Extensions for this permit are not allowed, nonetheless the applicant can apply for another long term, administrative, permit. Code Enforcement action and associated fines will directly result in failure to obtain a renewed permit.
- The container shall be stationed in an area that it does not interfere with permanent site improvements, which include and are not limited to, parking, loading areas, on-site circulation, and accessibility.
- The location of the container may not interfere with required setbacks and cannot be visible from off site and/or public street view.
- The use of the container may be granted in accordance with a payment of an adopted fee for a Zoning Administrator permit application plus an initial fee for the site visit and an annual fee that is applicable upon approval. The annual fee will apply for any year or portion of the year that the container continues to be stored on the site.
- The Zoning Administrator can require additional terms and conditions which are purely intended for the prevention of blight.

Use of Cargo/Shipping Containers as Temporary Non-Standard Development; Long Term; more than three (3) containers: In areas where it is appropriate and necessary for longer term use, the City Council may approve the use of cargo containers in Commercial and Industrial zone districts that are affiliated with current and existing development for additional storage area are subject to the following specific criteria:

- The City Council will determine the number of containers that will be allowed.
- The applicant will need to be specific on the time period being requested. The final expiration of the permit will be concurrent with the permit expiration date that is approved by the Zoning Administrator. Extensions for this permit are not allowed, nonetheless the applicant can apply for another long term, discretionary, permit. Code Enforcement action and associated fines will directly result in failure to obtain a renewed permit.
- The container shall be stationed in an area that it does not interfere with permanent site improvements, which include and are not limited to, parking, loading areas, on-site circulation, and accessibility.

- The location of the container may not interfere with required setbacks and cannot be visible from off site and/or public street view.
- The use of the containers may be granted upon payment of an adopted fee for a Discretionary Temporary Structure Permit application along with a monthly fee that will be applicable upon the approval and commencing at 100 days of the use. The fee is applicable for any month or portion of month that the containers are stored on the site.
- The City Council can require additional terms and conditions which are purely intended for the prevention of blight.

The Community Development Department is requesting that you please contact the Planning Division at your earliest convenience prior to January 1, 2015 at 559-782-7460, by email at planning@ci.porterville.ca.us, or in person at 291 North Main Street in Porterville to discuss the matter and arrange for the obtainment of the permit before enforcement is initiated. Copies of the resolutions are available from the City using the same contact information above. It is the responsibility of all of us to maintain a friendly, pleasant and safe environment in the City of Porterville and we would greatly appreciate your cooperation in resolving this matter.

Respectfully,

Julie Phillips, AICP
Community Development Manager

CITY COUNCIL AGENDA: DECEMBER 16, 2014

SCHEDULED MATTER

SUBJECT: AUTHORIZATION TO NEGOTIATE LEASE OF PROPERTY

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On July 15, 2014, City Council authorized the purchase of the property located at 298 North Main Street. The property, also known as Centennial Plaza, consists of 12,694 rentable square feet with eight leasable suites. The facility consists of two floors with suites one through four on the first floor and suites five through eight on the second floor. Suites two and three of the first floor are currently leased by Hoagie's Heroes sandwich shop with the remainder of the suites being vacant.

The Porterville Transit Division has expressed interest of entering into a three year lease for suite eight, which is the easterly portion of the second floor. Suite eight consists of 3,420 square feet of rentable area. In addition to suite eight, the Transit Division has expressed an interest in entering into a joint use agreement for suite seven. The Transit Division has proposed using the office and meeting space for both transit administrative and operational personnel.

Staff engaged Keith Hopper of Hopper Company Real Property Valuations to conduct a lease rate valuation. The valuation reported that the market lease rate for suite eight is \$4,100 per month. Porterville Transit has agreed to the appraised rate of \$4,100 per month and has requested a three year lump sum lease for a total upfront payment of \$147,600. As part of the joint use agreement, the Transit Division has agreed to fully furnish suite seven to create a community room and install the proper infrastructure to have Centennial Plaza connected to the City's data network.

The Transit Division is planning on using capital Federal financial assistance from Federal Transit Administration Section 5307 funding to fulfill the lease obligations. Code of Federal Regulations (CFR) Title 49, Part 639 sets forth the requirements to qualify for capital assistance when leasing facilities under Federal transit laws. If approved by the Council, the Transit Division will be required to obtain approval from Federal Transit Administration prior to receiving capital Federal financial assistance for the lease.

RECOMMENDATION: That the City Council authorize staff to negotiate the lease of suite eight and the joint use agreement of suite seven for Centennial Plaza located at 289 North Main Street.

ATTACHMENTS: 1. Centennial Plaza Floor Plan Level 1
2. Centennial Plaza Floor Plan Level 2

DD JB Appropriated/Funded MPB CM J

Item No. 19

Suite 8 - Proposed Lease

Suite 7 - Joint Use Agreement

