

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 16, 2013, 5:30 P.M.**

Call to Order
Roll Call

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

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

Roll Call: Agency Members/Chairman

ORAL COMMUNICATIONS

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

JOINT CITY COUNCIL/AGENCY CLOSED SESSION:

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

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

CITY COUNCIL CLOSED SESSION:

- B. Closed Session Pursuant to:
- 1 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
 - 2 -** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 466 East Putnam Avenue and 280 North Fourth Street. Agency Negotiators: John Lollis. Negotiating Parties: City of Porterville, Comision Honorifica Mexicana Americana, Porterville Senior Council, Kings/Tulare County Area Agency on Aging, and CSET. Under Negotiation: Terms and Price.
 - 3-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: California Healthy Communities Network v. City of Porterville, Tulare County Superior Court Case No. VCU 246336.
 - 4-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Maria Dolores Santoyo, et al. v. City of Porterville, et al., Tulare County Superior Court Case No. 249462.

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

6- Government Code Section 54956.95 – Liability Claims: Claimant: Norma Fox. Agency claimed against: City of Porterville.

7- Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case concerning the May 9, 2013 written request by Tulare County Council on behalf of the Tulare County Local Community Benefit Committee for the City to return the 2011 and 2012 grant funds awarded to it totaling \$217,313.

8- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.

6:30 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Cameron Hamilton

Invocation

PROCLAMATIONS

National Parks & Recreation Month – July 2013

PRESENTATIONS

Employee of the Month – Rita Gilmer

AB 1234 REPORTS

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

1. Tulare County Economic Development Corporation – June 26, 2013

REPORTS

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

I. City Commission and Committee Meetings:

1. Parks & Leisure Services Commission – July 3, 2013

II. Staff Informational Items:

1. 2013 Freedom Fest Report

Re: Informational report on the 3rd annual event held on June 29, 2013.

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. Minutes of June 18, 2013

Re: Approval of the draft Minutes of the City Council Meeting of June 18, 2013.

2. Request for Approval to Purchase Automatic External Defibrillators

Re: Approving purchase of five AEDs in the total amount of \$6,835 to be paid with funds from a Homeland Security Grant.

3. Authorization to Advertise for Bids – Sports Complex Softball and Sports Field Lighting Project

Re: Approving staff's recommended plans and project manual and authorizing staff to advertise for bids for the project consisting of the lighting of two softball fields, and as an add alternate, perimeter lighting adjacent to the softball fields.

4. Request to Advertise for Annual Contracts

Re: Approving request to advertise for miscellaneous services at the City's Wastewater Treatment Facility.

5. This item has been removed.

6. Authorization to Advertise for Professional Services – Electrical Power Generation Alternatives

Re: Authorizing staff to advertise for professional services to analyze electric power generation alternatives at the Wastewater Treatment Facility.

7. Acceptance of Irrevocable Offer to Convey Real Property for Public Street Rights of Way Related to Parcel Map No. 4996, Jaye Street and Vandalia Avenue – Tolladay Family Trust, Czern Partners, LLC and JH Properties, LLC

Re: Accepting Irrevocable Offer to Convey Real Property for right of way.

8. Laboratory Instrument Service Contracts

Re: Approving the one year service contracts with Thermo Electron, LLC in the amount of \$8,536, and Agilent Technologies in the amount of \$6,540 for instrument technical support at the City laboratory.

9. Asphalt Overlay Program 2013/2014

Re: Approving the 2013/2014 Asphalt Overlay Program consisting of traditional curb to curb overlay and blade patching of selected City streets, and authorizing expenditure of the budgeted funds

10. Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers

Re: Approving the agreement for the period July 1, 2013 through June 30, 2014.

11. Sale of Surplus Vehicles to the City of Lindsay

Re: Approving the sale of two surplus 2005 Ford Crown Victoria Sedans to the City of Lindsay for \$1,500 each.

12. Preliminary Annual Engineer's Report of Assessments for Lighting and Landscape Maintenance Districts and Setting a Public Hearing

Re: Considering approval of draft resolutions ordering the preparation of an engineer's report, giving preliminary approval of the engineer's report, and declaring the intent to levy and collect assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2013/2014; and authorizing the scheduling of a public hearing on August 6, at 6:30 p.m.

13. Review and Update Statement of Investment Policy

Re: Referring the review and update of the City's Investment Policy to the Internal City Audit Committee.

14. Adoption of Annual Appropriation Limit

Re: Adopting the appropriation limit of \$55,405,944 for Fiscal Year 2013/2014.

15. Amendment to Employee Pay and Benefit Plan – Porterville City Firefighters Association

Re: Amending the City's Pay and Benefit Plan pertaining to Porterville City Firefighters Association employees.

16. Budget Adjustment for the 2013-2014 Fiscal Year

Re: Approving budget adjustments in the General Fund and Measure H Fund to account for a negotiated salary increase for employees in the Porterville City Firefighters Association.

17. Approval for Community Civic Event – Boys and Girls Club of Porterville – Family Concert at Murry Park – August 24, 2013

Re: Approving civic event to be held in Murry Park on August 24, 2013.

18. Approval for Community Civic Event – Walmart Distribution and Valley Children's Hospital – Neon City 5K Run – September 21, 2013

Approving civic event to be held in the vicinity of the Sports Complex on September 21, 2013.

19. Approval of Refinancing Unfunded CalPERS Public Safety Plan Side Fund Obligation

Approving the refinancing of the CalPERS Public Safety Side Fund obligation in the amount of \$3.6 million with Rabobank, for a savings of approximately \$315,000 over the next seven years.

20. Review of Local Emergency Status

Re: Reviewing the City's status of local emergency pursuant to Article 14, Section 8630 of the California Emergency Services Act.

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

SCHEDULED MATTERS

- 21. Consideration of the Process Whereby City Proclamations are Approved**
Re: Considering process whereby City proclamations are approved.
- 22. Consideration Rescinding the City Proclamation of “LGBT Pride Month” for June 2013**
Re: Considering the rescission of a City Proclamation for June 2013.
- 23. Consideration of Resolution of Support for June 2013 as “A Month of Community Charity and Goodwill to All in Porterville”**
Re: Considering adopting a resolution for June 2013.
- 24. Appointments to Measure R Citizens’ Oversight Committee and Internal City Audit Committee**
Re: Considering appointments to fill two vacancies.
- 25. Consideration of Request for Financial Support for the “Marching Through Time” Mural Project**
Re: Considering request submitted by the Porterville Mural Committee.
- 26. Revised CDBG 2013/14 Action Plan**
Re: Considering request by Continuum of Care for an allocation of \$5,000 for provision of services to the homeless; and adopting the revised 2013/2014 Action Plan reflecting \$717,586 in Entitlement allocation.
- 27. Consideration of Composition and Appointment Method of Charter Review Committee**
Re: Consideration of composition and appointment method for nine member Committee to undertake a comprehensive review of the City’s Charter for potential amendments on the June 3, 2014 ballot.

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 August 6, 2013.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet. Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City’s website at www.ci.porterville.ca.us.

COUNCIL AGENDA: JULY 16, 2013

SUBJECT: 2013 FREEDOM FEST REPORT

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: This report provides a recap of the 3rd Annual Freedom Fest held June 29, 2013, at the Sports Complex from 5:00-9:30 p.m. This event was a collaborative effort of the Tule River Tribe and the City of Porterville. The event was another huge success with an estimated attendance of 13,500, up 2,500 from last year. Admission was \$10 per car the day of, and \$5 in advance or with the online voucher. The fee for youth to play in the Kids' Zone was \$5 the day of, and \$3 in advance or with the online voucher.

180 people downloaded the online discount voucher saving each individual \$5 on admission and \$2 on each Kids' Zone wristband. 350 took advantage of the free roundtrip transit service from downtown to the Sports Complex.

Financially, the event generated revenue funds from parking, Kids' Zone wristband sales, vendors, and ice which totaled \$15,216. Sponsorships from the City Council (\$10,000), the Tribal Council (\$7,500), Sierra View District Hospital (\$5,000), and Porterville Breakfast Rotary (\$100) totaled \$22,600. Expenditures totaled \$27,047.76. 2012 expenditures totaled \$24,461.24 and the revenue was \$12,754. The Freedom Fest ending balance is approximately \$10,750.

RECOMMENDATION: Information only

DS Director MB Appropriated/Funded

[Signature] City Manager

REPORT NO.: II-1

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

Call to Order at 5:31 p.m.

Roll Call: Council Member Ward, Vice Mayor McCracken, Council Member Shelton (arrived at 6:30 p.m.), Council Member Hamilton, Mayor Gurrola

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

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

Roll Call: Agency Member Ward, Vice Chairperson McCracken, Agency Member Shelton (arrived at 6:30 p.m.), Agency Member Hamilton, Chairperson Gurrola

ORAL COMMUNICATIONS

None

JOINT CITY COUNCIL/AGENCY CLOSED SESSION:

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

CITY COUNCIL CLOSED SESSION:

- B. Closed Session Pursuant to:
- 1 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
 - 2-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 200 N. “D” Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Ken Lansford. Under Negotiation: Terms and Price.
 - 3 -** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 280 North Fourth Street. Agency Negotiators: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville, Porterville Senior Council, Tulare/Kings Counties Area Agency on Aging, and CSET. Under Negotiation: Terms and Price.
 - 4-** Government Code Section 54956.95 – Liability Claims: Claimant: Maria Ramos. Agency claimed against: City of Porterville.
 - 5-** Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated

Litigation – Significant Exposure to Litigation: One Case concerning the May 9, 2013 written request by Tulare County Council on behalf of the Tulare County Local Community Benefit Committee for the City to return the 2011 and 2012 grant funds awarded to it totaling \$217,313.
6- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.

6:30 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported that the following reportable action had taken place:

B-4 **4-** Government Code Section 54956.95 – Liability Claims: Claimant: Maria Ramos. Agency claimed against: City of Porterville.

COUNCIL ACTION: On a motion by Council Member Hamilton, seconded by Council Member Ward, the Council rejected the claim filed by Maria Ramos, referred the matter to the City’s claims adjustor; and directed the City Clerk to give the Claimant proper notice.

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

Documentation: M.O. 01-061813

Disposition: Approved.

Pledge of Allegiance Led by Council Member Greg Shelton
Invocation – two individuals participated.

PRESENTATIONS

Recognition of Charles Webber
Badge Pinning of Police Officer Janet Ayala

AB 1234 REPORTS

1. Tulare County Local Agency Formation Commission (LAFCO)- June 5, 2013
Council Member Hamilton reported that the Commission was looking at the draft Municipal Service Review, and that the matter had been continued to the next meeting.
2. Tulare County Association of Governments (TCAG) – June 17, 2013
Mayor Gurrola reported that TCAG had discussed the Regional Transportation Plan roundtable, the increase in Measure R funds, and the Scranton widening project; and acknowledged TCAG Member Dennis Townsend in the audience.

REPORTS

- I. City Commission and Committee Meetings:
 1. Library and Literacy Commission:
Commissioner Alan Bailey reported on recent library events.
 2. Transactions and Use Tax (“Measure H”) Oversight Committee – June 13, 2013:
Committee Chair Charles Webber reported that the Committee had reviewed the

2012/2013 Measure H expenditures as of April 30th, and the proposed 2013/14 Measure H Budget and had found them to be in compliance with the intent of the ballot measure.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member
M.O. 02-061813 Shelton that the Council extend Oral Communications to one hour, with
thirty minutes allowed for each side of the LGBT Proclamation issue. The
motion carried unanimously.

ORAL COMMUNICATIONS

- Charles Keen, spoke against item 12, and provided the Council with a petition in favor of returning the control of the senior center building back to the senior citizens.

The following individuals came forward and spoke in favor of rescinding the LGBT Pride Proclamation:

- Dennis Townsend
- Cece Townsend
- Kathleen Adams
- Rodney Martin
- Mr. Medraza
- Henry Aguilar
- Johnna Keye
- Kenneth Avila
- Randy Minnick
- Nester Lamborina
- Brian Johnson
- (Name inaudible)
- Terry Baton

The Council recessed for five minutes at 7:30 p.m.

The following individuals came forward and spoke in opposition of rescinding LGBT Pride Proclamation:

- Melissa McMurry
- Nicole Celaya
- Timothy Rich
- Kelly Teeter
- John Coffee
- Connie Richards
- Jordan Codd
- Katherine McGuire
- Lisa Duncan
- Lisa Marie Smith
- Jessica Mahoney
- Rosanna Soto
- Teresa Carpenter
- Karen Bishop

CONSENT CALENDAR

Items 3, 5, 14, 17 and 18 were removed for further discussion. At staff's request, Item 12 was removed from the agenda. Council Member Shelton noted his abstention on Items 2, 7, and 18.

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the Council approve Items 1, 2, 4, 6 through 13, 15, 16 and 19. The motion carried unanimously.

1. BUDGET ADJUSTMENT FOR THE 2012-13 FISCAL YEAR

Recommendation: That the Council approve the proposed budget adjustment and authorize staff to modify the expenditure estimates as described on the schedule attached to staff's report.

Documentation: M.O. 03-061813

Disposition: Approved.

2. AUTHORIZATION TO ADVERTISE FOR BIDS – OLIVE AVENUE REHABILITATION PROJECT – MAIN STREET TO PLANO STREET

Recommendation: That the City Council:

1. Approve an appropriation of \$40,250 from the Water Operating Fund and \$19,550 from the Sewer Operating Fund for the Olive Avenue Rehabilitation Project;
2. Approve staff's recommended plans and project manual; and
3. Authorize staff to advertise for bids on the project.

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the Council Approve an appropriation of \$40,250 from the Water Operating Fund and \$19,550 from the Sewer Operating Fund for the Olive Avenue Rehabilitation Project; approve staff's recommended plans and project manual; and authorize staff to advertise for bids on the project.

AYES: Ward, McCracken, Hamilton, Gurrola

NOES: None

ABSTAIN: Shelton

ABSENT: None

Documentation: M.O. 04-061813

Disposition: Approved.

4. AWARD OF CONTRACT – WELL NO. 32 (DRILLING PHASE) PROJECT

Recommendation: That the City Council:

1. Award the drilling phase of the Well No. 32 Project to Zim Industries, Inc. in the amount of \$473,125.00;
2. Authorize progress payments up to 95% of the contract amount; and

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

Documentation: M.O. 05-061813
Disposition: Approved.

6. REQUEST FOR APPROVAL TO PURCHASE ZALUD PARK SHADE STRUCTURE

Recommendation: That the City Council approve the purchase of the \$26,512.20 Zalud Park shade structure from GT Shade.

Documentation: M.O. 06-061813
Disposition: Approved.

7. REQUEST FOR APPROVAL TO PURCHASE AUTOMATIC CARPET EXTRACTOR

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

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Shelton that the Council approve the purchase of the Waxie Pony 20 SCA.

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

Documentation: M.O. 07-061813
Disposition: Approved.

8. APPROVAL OF THE FOURTH AMENDMENT TO THE AGREEMENT FOR TRANSIT SERVICES FOR COLLEGE OF SEQUOIA STUDENTS

Recommendation: That the City Council:

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

Documentation: M.O. 08-061813
Disposition: Approved.

9. AUTHORIZATION TO PURCHASE DIGITAL PHONE SYSTEM FOR BUSLINE SERVICE

Recommendation: That the City Council:

1. Authorize staff to purchase a small business ShoreTel IP telephone system from Global CIT at a cost of \$8,303.80; and
2. Authorize the Public Works Director to sign all contract documents.

Documentation: M.O. 09-061813
Disposition: Approved.

10. REQUEST TO RECEIVE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS

Recommendation: That the City Council:

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

Documentation: Resolution 37-2013
Disposition: Approved.

11. REQUEST TO PURCHASE EQUIPMENT TO REPLACE COMPUTER AIDED BOOKING SYSTEM

Recommendation: That the City Council:

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

Documentation: M.O. 10-061813
Disposition: Approved.

12. LICENSE AGREEMENT BETWEEN THE PORTERVILLE SENIOR COUNCIL, COMMUNITY SERVICES EMPLOYMENT TRAINING, AND THE CITY OF PORTERVILLE

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

Disposition: No action taken. Item was removed from Agenda pursuant to staff's request.

13. REQUEST TO REPLACE POLICE DEPARTMENT RADIO FREQUENCY REPEATERS

Recommendation: That the City Council:

1. Authorize the purchase of the equipment from SC Communications in the amount of \$53,411.30; and
2. Authorize the acceptance of the lowest bid on installation services in the amount of \$1,040.00 which was offered by County of Tulare IT Radio Comm.

Documentation: M.O. 11-061813

Disposition: Approved.

15. STANDARD AGREEMENT ALLOWING USE OF POLICE FACILITY BY STAFF OF THE WOODLAKE POLICE DEPARTMENT

Recommendation: That the City Council:

1. Approve the Agreement for the period of 7/1/13 through 6/30/14; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

Documentation: M.O. 12-061813

Disposition: Approved.

16. STANDARD AGREEMENT ALLOWING USE OF POLICE FACILITY BY STAFF OF THE LINDSAY POLICE DEPARTMENT

Recommendation: That the City Council:

1. Approve the Agreement for the period of 7/1/13 through 6/30/14; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

Documentation: M.O. 13-061813

Disposition: Approved.

19. REVIEW OF LOCAL EMERGENCY STATUS

Recommendation: That the City Council:

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

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the Council receive the status report and review of the

designated local emergency; and pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

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

Documentation: M.O. 14-061813
Disposition: Approved.

PUBLIC HEARINGS

20. ADOPTION OF FISCAL YEAR 2013-2014 BUDGET

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

City Manager John Lollis presented the item and the staff report. A discussion ensued as to the City's pending receipt of PTAF funds and the utilization of same to supplement funds already on hand to proceed with the construction of an animal shelter on property adjacent to the City's corporation yard. The Council further discussed the Chamber of Commerce's service contract and whether the \$35,000 allocation should be reduced.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the Council consider the Chamber of Commerce's allocation separately from the budget.
M.O. 15-061813

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Shelton that the Council reduce the Chamber of Commerce's \$35,000 allocation by five or six percent, to match the mandated cap on departmental expenditures.
(Motion failed)

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

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the Council approve the Chamber's contract and allocation of \$35,000 for FY 2013/2014.
M.O. 16-061813

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

Council Member Hamilton moved that the Council approve the budget, as amended to also include the animal shelter project with 40 units and support station, utilizing the expected PTAF funds of approximately \$600,000. Vice Mayor McCracken seconded the motion. At Council Member Shelton's request, the motion and second was withdrawn so as to separate the two proposed actions.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the Council approve the animal shelter project with 40 units and support station, utilizing the funds previously allocated for the project, as well as the expected PTAF funds of approximately \$600,000. The motion carried unanimously.

M.O. 17-061813
 Resolution 38-2013
 Resolution 39-2013

MOVED by Council Member Shelton, SECONDED by Vice Mayor McCracken that the Council approve the FY 2013/2014 Budget, as amended.

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

Disposition: Budget approved, as amended.

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

Recommendation: That the City Council:

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

City Manager John Lollis presented the item, and Community Development Manager Julie Phillips presented the staff report.

The public hearing opened at 9:03 p.m.

- John Coffee, spoke against approval of the item, and requested that the Council consider the homeowners in proximity to the subject location.
- Brock Neeley, spoke against approving the minor CUP and providing the applicant with reduced water rates.
- Rodney Martin, spoke against the proposed minor CUP.
- Greg Woodard, applicant, 1055 W. Morton Avenue, requested the Council's approval of

the proposed minor CUP, and spoke of the limited water usage of the project compared to single family residences.

- Jessica Mahoney, inquired about potential environmental impacts.

The public hearing closed at 9:10 p.m.

A discussion ensued as to impacts of the proposed use, particularly with regard to water usage, water supply, and the fact that the City did not currently have an applicable rate to apply.

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the Council adopt the draft resolution approving the minor Resolution 40-2013 Conditional Use Permit for commercial crop cultivation subject to conditions of approval; and direct the Public Works Director to calculate a fee and meet with the applicant regarding same. The motion carried unanimously.

Disposition: Approved.

SCHEDULED MATTERS

22. APPOINTMENTS TO THE TRANSACTIONS AND USE TAX (MEASURE H) OVERSIGHT COMMITTEE; MEASURE R CITIZENS' OVERSIGHT COMMITTEE; AND CITY'S INTERNAL AUDIT COMMITTEE

Recommendation: That the City Council:

1. Consider the appointment of an interested individual to the Transactions and Use Tax Oversight Committee to fill the seat with an unexpired term ending in May 2014;
2. Consider the appointment of an interested individual to the Measure R Citizens' Oversight Committee to fill the seat with a two-year term expiring in June 2015; and
3. Consider the appointment of an interested individual to the City's Internal Audit Committee to fill the vacancy with an unspecified term.

City Manager John Lollis presented the item, and Administrative Services Director Patrice Hildreth presented the staff report.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the Council appoint Kathleen "Kat" Harris to the Transactions and Use Tax Oversight Committee to fill the seat vacated by Mr. Charles Webber with a term ending in May 2014; and direct staff to re-advertise the remaining vacancies. The motion carried unanimously.

M.O. 18-061813

Disposition: Kathleen Harris appointed to Transactions and Use Tax Oversight Committee.

23. RESOLUTION APPROVING AMENDMENT #3 TO MEASURE R EXPENDITURE PLAN

Recommendation: That the City Council:

1. Affirm by resolution all aspects of the amendments, Amendment No. 3, to the Measure R Expenditure Plan;
2. Authorize the Mayor to sign the draft resolution; and
3. Direct the City Clerk to transmit the executed resolution to the attention of Ted Smalley, Tulare County Transportation Authority.

Council Member Shelton noted a conflict of interest due to property ownership within 500 feet, recused himself from the discussion, and exited the Council Chambers. City Manager Lollis presented the item, and Public Works Director Baldo Rodriguez presented the staff report.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor McCracken that the Council affirm by resolution all aspects of the amendments, Amendment No. 3, to the Measure R Expenditure Plan; authorize the Mayor to sign the draft resolution; and direct the City Clerk to transmit the executed resolution to the attention of Ted Smalley, Tulare County Transportation Authority.

Resolution 41-2013

Disposition: Approved.

The Council recessed for ten minutes at 9:50 p.m.

24. CONSIDERATION OF ESTABLISHING A COMMITTEE FOR A COMPREHENSIVE REVIEW OF CITY CHARTER

Recommendation: That the City Council:

1. Establish a Charter Review Committee and provide direction to staff as the committee's charge and scope;
2. Determine the committee's composition and appointment method; and
3. Approve the proposed ballot measure timeline.

City Manager Lollis presented the item, and Administrative Services Director Patrice Hildreth presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Mayor Gurrola that the Council establish a Charter Review Committee comprised on nine members; that no restrictions be placed on said Committee's focus; that the Council approve the proposed ballot measure timeline; and direct staff to bring back consideration of the member appointment method.

M.O. 19-061813

Disposition: Approved, direction provided.

25. DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2013 ANNUAL CONFERENCE

Recommendation: If there is interest in Council Member attendance at the League of California Cities Annual Conference, that the City Council designate one City Council Member to serve as a voting delegate, and two City Council Members to serve as alternate voting delegates at the Conference.

City Manager Lollis presented the item and staff report.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the Council appoint Council Member Hamilton to serve as the delegate, and authorize Council Members Ward, McCracken, Shelton and M.O. 20-061813 Mayor Gurrola to serve as alternates. The motion carried unanimously.

Disposition: Delegate appointed.

26. CONSIDERATION OF CANCELLING JULY 2, 2013 CITY COUNCIL MEETING

Recommendation: That the Council provide direction to staff.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Ward that the Council cancel the regular City Council Meeting of July 2, M.O. 21-061813 2013. The motion carried unanimously.

Disposition: July 2, 2013 Council Meeting Cancelled.

CONSENT CALENDAR (ITEMS REMOVED FOR FURTHER DISCUSSION)

3. AWARD OF CONTRACT – INFLUENT PUMP PROJECT

Recommendation: That the City Council:

1. Award the Wastewater Treatment Facility Influent Pump Project to HPS Mechanical in the amount of \$766,570;
2. Authorize \$15,000 for construction management, quality control and inspection services;
3. Authorize progress payments up to 95% of the contract amount; and
4. Authorize a 10% contingency to cover unforeseen construction costs.

Council Member Ward noted a conflict of interest due to property ownership in proximity to the project area, recused himself from the discussion, and exited the Council Chambers.

City Manager Lollis presented the item, indicating it had been removed from Consent Calendar by Council Member Shelton. Council Member Shelton lauded the fact that the winning bid had been submitted by a company from Bakersfield.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the Council award the Wastewater Treatment Facility Influent Pump Project to HPS Mechanical in the amount of \$766,570; authorize M.O. 22-061813 \$15,000 for construction management, quality control and inspection

services; authorize progress payments up to 95% of the contract amount; and authorize a 10% contingency to cover unforeseen construction costs.

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

Disposition: Approved.

5. CITY WELL NO. R-12 – EMERGENCY REPAIR AND ADVERTISE FOR ANNUAL SERVICE CONTRACT FOR WELL REPAIRS

Recommendation: That the City Council:

1. Approve emergency work to be completed by S.A. Camp Pump Company on City Well No. R-12 at a cost not to exceed \$35,000; and
2. Authorize Public Works to advertise for an annual service contract for well repair.

City Manager Lollis presented the item, indicating it had been removed from Consent Calendar at Council Member Shelton's request. A brief discussion ensued as to the emergency and need for an annual service contract.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the Council approve emergency work to be completed by S.A. Camp Pump Company on City Well No. R-12 at a cost not to exceed \$35,000; and authorize Public Works to advertise for an annual service contract for well repair. The motion carried unanimously.

Disposition: Approved.

14. STANDARD AGREEMENT ALLOWING USE OF POLICE FACILITY BY STAFF OF THE PORTERVILLE COLLEGE

Recommendation: That the City Council:

1. Approve the Agreement for the period of 7/1/13 through 6/30/14; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

City Manager Lollis presented the item, indicating it had been removed from the Consent Calendar by Council Member Shelton. Council Member Shelton lauded staff for negotiating the contract.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Vice Mayor McCracken that the Council approve the Agreement for the period of 7/1/13 through 6/30/14; and authorize the Chief of Police to execute the agreement on behalf of the City of Porterville. The motion carried unanimously.

Disposition: Approved.

17. COUNCIL MEMBER REQUESTED AGENDA ITEM – REQUEST FOR THE CITY COUNCIL TO CONSIDER THE PROCESS WHEREBY CITY PROCLAMATIONS ARE APPROVED

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

City Manager Lollis presented the item, indicating it had been removed from the Consent Calendar at Vice Mayor McCracken's request.

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Mayor Gurrola that the Council reject scheduling on the next Council Agenda the consideration of the process whereby City Proclamations are approved.
(Motion failed)

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

M.O. 25-061813 MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the Council approve scheduling on the next Council Agenda the consideration of the process whereby City Proclamations are approved.

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

Disposition: Approved.

18. COUNCIL MEMBER REQUESTED AGENDA ITEM – REQUEST FOR THE CITY COUNCIL TO CONSIDER RESCINDING THE CITY PROCLAMATION OF “GAY PRIDE MONTH” FOR JUNE 2013, AND ADOPT A RESOLUTION OF SUPPORT FOR JUNE 2013 AS “A MONTH OF COMMUNITY CHARITY AND GOODWILL TO ALL IN PORTERVILLE”

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

City Manager Lollis presented the item, indicating it had been removed from Consent Calendar at Vice Mayor McCracken's request. A discussion ensued as to the merits of the item, and what action the Council could take that evening.

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Mayor Gurrola that the Council bifurcate consideration of rescission of the proclamation and adoption of a resolution into two items on the July 16, 2013 agenda.
M.O. 26-061813

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

Disposition: Approved.

ORAL COMMUNICATIONS

- Dennis Townsend, voiced concern with why the Council was unable to take action on the proclamation item that evening.
- Brock Neeley, voiced concern with developers starting projects prior to receiving City approval of their CUPs.
- John Coffee, advised that the City needed to intervene with developers who started projects prior to receiving appropriate approvals.
- Jessica Mahoney, spoke of the need for Council to abide by Roberts Rules of Order, and asked the Council to stop bickering.
- Roger Zendejo, spoke in opposition to the proposed rescission of the LGBT proclamation.
- Andre Gomez, spoke in opposition to the rescission of the LGBT proclamation.
- Barry Caplan, spoke of the need for the Council to represent all citizens of Porterville.
- Cece Townsend, spoke of fairness for all and stated that the Porterville Recorder was to blame for the current divide and controversy.
- Emily Shapiro, lauded the Mayor, and spoke against rescinding the LGBT proclamation.
- Jake (last name inaudible), spoke in favor of rescinding the LGBT proclamation, stating that it further separates individuals.
- Duane Townsend, noted that many of the proponents of rescission spoke of loving everyone and were respectful.
- Martin (last name inaudible), spoke of God's love and the roles of man and woman.
- Yvette Ward, spoke in favor of rescission of LGBT proclamation and in favor of an all inclusive version.
- Patricia Da Silva, spoke in favor of the LGBT proclamation.
- Melissa McMurry, spoke of the petition provided to the Council earlier in the evening, and that the Porterville LGBT deserves to be recognized as does everyone else.
- (Name inaudible), spoke against the LGBT proclamation, adding that you cannot un-ring a bell, just as you cannot rescind a proclamation that has already been made.

- Teri Irish, inquired how the Council could rescind something on which it did not vote.

OTHER MATTERS

- Council Member Hamilton, spoke of disrespectful statements made by those in the LGBT Community and read various postings as examples.
- Council Member Shelton, spoke of the stereotyping of all Christians due to the actions of a handful of extremists; and spoke against affirmative action for the LGBT community.
- Council Member Ward, spoke of the upcoming Freedom Fest event and indicated that tickets were now available; thanked everyone for coming and for their respectful behavior.
- Council Member Shelton, thanked the Tule River Tribe for their generous donation of \$7,500 towards the Freedom Fest event, and spoke of an upcoming rodeo at the Reservation.
- Vice Mayor McCracken, commended everyone for their gracious behavior and thanked them for their participation.
- Mayor Gurrola, stated that she did not believe that the Christian community was hateful; spoke of the right of everyone to address the Council; and advised that she had no preconceived plan or prior knowledge of the LGBT proclamation until she had received the written request from City staff, and that she had followed the established protocol without any political ambitions or ulterior motives.

ADJOURNMENT

The Council Meeting adjourned at 11:15 p.m. to the meeting of July 16, 2013.

SEAL

Patrice Hildreth, Chief Deputy City Clerk

Virginia Gurrola, Mayor

SUBJECT: REQUEST FOR APPROVAL TO PURCHASE AUTOMATIC EXTERNAL DEFIBRILLATORS

SOURCE: Fire Department

COMMENT: In December of 2012, the Fire Department received a California State Homeland Security Grant of \$9,710 to implement a Cardio Pulmonary Resuscitation (CPR) program. The goals of this program are to:

1. Establish the department's training facility as a certified CPR training center through the American Safety and Health Institute (ASHI)
2. Provide CPR training to City employees
3. Provide low to no-cost CPR training to the community

In the spring of 2013, the department training center received certification from ASHI and the department purchased (20) twenty adult and (5) five infant CPR mannequins, expending \$2,083 of the available grant funds.

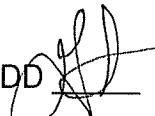
The remaining grant funding of \$7,627 is for the purchase of (5) five LIFEPAK Express, Community Automatic External Defibrillators (AED's). These AED's will be located in City of Porterville facilities, including City Hall, the Library, the Heritage Center, City Pool and Golf Course.

The Fire Department has obtained three quotes and found the AED Superstore to be the most responsive at \$1,367 each. The department requests Council approval to purchase (5) five AED's, from the AED Superstore for a total of \$6,835 in accordance with the City's Purchasing Policy & Procedure Manual as amended by Resolution No. 122-87, adopted by Council on October 20, 1987. The grant share is 100% of the AED cost to be reimbursed to the City after purchase.

RECOMMENDATION: That the City Council:

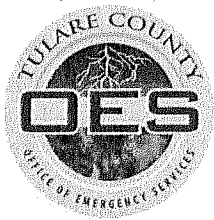
- 1) Authorize the purchase of the Automatic External Defibrillators;
- 2) Authorize payment upon satisfactory delivery of the products, which will be 100% reimbursed with the Homeland Security Grant Funds.

ATTACHMENTS: Award Letter
AED Quotes

DD 

Appropriated/Funded  CM 

Item No. 2



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

December 15, 2012

Mr. Glenn Irish
Interim Fire Chief
City of 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 City of Porterville's Fire Department from the FY12 Homeland Security Grant Program (HSGP), which allows for the expenditure of funds. A summary of your award status follows:

- **Project D** – Enhanced Citizen Preparedness While Integrating the Needs of Vulnerable Populations: \$9,710 for CPR Prompt classroom pack (20) Adult/Child & (8) Infant with extra shields/lungs and (5) LIFEPAK AEDs. 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 December 15, 2012 and March 31, 2014 for your purchases to be eligible for reimbursement by Tulare County OES. Tulare County OES requests that all required documentation be submitted by March 31, 2014 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 alockman@tularehhsa.org.

Sincerely Yours,

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

Andrew Lockman
Emergency Services Manager



1800 US Hwy 51 N
Woodruff, WI 54568
Phone: 800-544-0048
Fax: 888-364-2377

QUOTE



CUST ID	DATE	QUOTE #
135392	6/7/2013	54444

PREPARED FOR:	559-782-7529
Coy Farnsworth Porterville Fire Department 40 W Cleveland Ave Porterville CA 93257-3649	

SHIP TO	559-782-7529
Coy Farnsworth Porterville Fire Department 40 W Cleveland Ave Porterville CA 93257-3649	

Shipped via:	Free Shipping	Fax Number:	Reference:
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Item	Description	Quantity	Current Price	Your Price	Total
BVP-EXPRESS-B	Physio-Control LIFEPAK EXPRESS AED Small Business Value Package. Includes: - LIFEPAK Express AED - 5 Year Warranty - 2 Sets of Adult Electrode Pads - 1 CHARGE-PAK - User Manual - Soft Carry Case - Responder® Premium AED/CPR Pack - Responder® AED Projection Sign - AED/CPR EZ-Reference Poster - AED Check Inspection Tag - AED Window/Wall Decal	5	\$1,357.00	\$1,367.00	\$6,835.00
AMP147RM	AED Wall Cabinet (Compact Size) without Door Alarm System. Recessed Mount	5	\$149.00	\$0.00	\$0.00
Free Gift	AED Superstore Responder CPR Barrier Keychain	1	\$4.99	\$0.00	\$0.00

FREE Responder Keychain™ included with this order, compliments of your AED Superstore®

Subtotal	\$6,835.00
Shipping	FREE
Sales Tax	\$0.00
Estimate Total	\$6,835.00

Estimate valid for 30 days from above date.
All items listed above are covered under our 30 Day Money Back Guarantee!

"World's Largest AED Source"
AEDSuperstore®
an ALLIED 100™ company

PROUD SUPPLIER TO THE US GOVERNMENT
GSA/VA Contract Number: V797P-4822a
Contract Expiration Date: 7/31/2015
DUNS #: 121 306 984
CAGE Code: 3DHR2
FEIN/TIN: 27-0005083
Business Size Classification: Large



**American AED, Inc.**

405 N.W. 10th Terrace
Hallandale Beach, FL 33009
Tel: 954.458.6618
Fax: 954.241.5577

QUOTE / ProForma InvoiceDATE: **6-10-13**

Prepared By **Nick Washburn**
Phone **954-458-6618**
Email **nick.washburn@americanAED.com**

Customer **PORTERVILLE FIRE DEPARTMENT**
ATTN: COY FARNSWORTH
40 W. CLEVELAND AVE
PORTERVILLE, CA. 93257
(559)782-7529

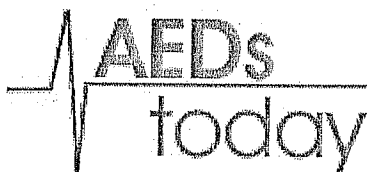
SKU / Part #	ITEM / DESCRIPTION	QTY	PRICE EACH	EXTENDED PRICE
LPX-WC280-CSP 	<p>American AED Exclusive Offer LIFEPAK EXPRESS "COMMUNITY & SCHOOL PACKAGE" Includes:</p> <ul style="list-style-type: none"> • 1 Brand New LIFEPAK EXPRESS Defibrillator • 1 Pair of Adult Electrode Pads • 1 Pair of Infant / Child Electrode Pads • 1 CHARGE-PAK Battery Installed & Ready • 1 Quick Setup Card • 1 User Manual • 1 Training DVD • 5 Year Warranty • 1 FREE Semi-Rigid LIFEPAK Carrying Case! • 1 Medical Prescription & Medical Authorization • 1 Premium AED+CPR Responder Kit • 1 American AED+CPR Quick Reference Card • 1 Inspection / Maintenance Tag • 2 AED "Equipped Facility" Decal / Sticker • 1 AED Storage Wall Cabinet (Standard No Alarm) • 1 Double Sided Flanged AED Sign <p>Additional Accessories:</p> <p>Notes / Comments: Best Price possible at this time</p> <p>FREE UPS Shipping (2 to 4 Days Delivery) Units are in stock and normally ships same day or within 24hrs.</p>	5	\$1,399.00	\$6,995.00
<p>This quote is good for 30 days.</p> <p>- All major credit cards are gladly accepted. Call 1-800-927-9917 to place order by phone.</p>  <p>- To order with a check or money order, simply mail to: (please attach this quote) American AED, Inc. 405 N.W. 10th Terrace, Hallandale Beach, FL 33009-3105</p>			Subtotal	\$6,995.00
			Shipping	Free \$0.00
			Sales Tax	Not Applicable
			Grand Total	\$6,995.00

Purchase Order

We accept P.O. from Federal and State organizations such as government agencies, municipalities, schools, police and fire departments, etc. Fax your P.O. to **(954) 241-5577**. (Please allow 2 to 3 days for your order to process).

American AED, Inc. is a corporation. W-9 form available upon request.
Federal Tax EIN # 20-3440095 Duns # 170728054 FDA Est. Reg. # 2086056

Providing Life-Saving AED, Automated External Defibrillators To The Public Since 2002
Visit our website at: www.AmericanAED.com



AEDs Today
8091 Shaffer Parkway
Littleton, CO 80127 US
888-225-7049

Order Date: 6/6/2013
Order Number #: AB-2807
Sales Person: Administrator

BILLING ADDRESS

Coy Farnsworth
 Porterville Fire Department
 40 West Cleveland
 Porterville, CA 93257 - United States
 559 782 7529
 cfarnsworth@ci.porterville.ca.us

SHIPPING ADDRESS

Coy Farnsworth
 Porterville Fire Department
 40 West Cleveland
 Porterville, CA 93257 - United States

Shipping Method: Free UPS Ground

Total Items: 16

Payment Type: Price Quote

Item Id	Descriptions and Options	Price	Qty	Total
000000	Discount (\$4,855.00)	\$-4,855.00	1	\$-4,855.00
AEDT-C-LPCR	LIFEPAK CR Plus AED Community Package Choose AED Energy Delivery Option:: Semi-Automatic AED Medical Oversight w/AED Concierge Service: No AED Wall Cabinet w/Alarm Upgrade: No	\$1,805.00	5	\$9,025.00
146	AED Concierge® Service	\$249.00	5	\$1,245.00
1437F12 v1 SS	Semi-Recessed Stainless Steel AED Wall Cabinet w/3" Trim	\$317.00	5	\$1,585.00

Order Comments:

Price quote for the consideration of Mr. Coy Farnsworth. (2 of 2.)

SubTotal: \$7,000.00

Discount: \$0.00

Tax: \$431.63

Shipping: \$0.00

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – SPORTS COMPLEX
SOFTBALL AND SPORTS FIELD LIGHTING PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Plans and Project Manual have been prepared for the Sports Complex Softball and Sports Field Lighting Project. The proposed project base bid includes the lighting of the two softball fields necessary to expand the use of these facilities at the Sports Complex. Included in the project is an alternate bid for sports field perimeter lighting adjacent to the softball fields. The alternate bid portion of this project will also extend the use of the open area sports field. A place to practice field sports later in the evening after the sun is down is the objective of the perimeter lighting.

The Plans and Project Manual have been completed and are available in the La Barca Conference Room for Council's review. The Engineer's estimate of probable cost for construction of the softball field lighting base bid is \$367,259.00. An additional \$29,380.00 is necessary for construction contingency (8%). It is anticipated that an additional \$13,772 (3.75%) is required for construction management, quality control, and inspection services for a total estimated projected cost for the base bid of \$410,411. The Engineer's estimate of probable cost for construction of the sports field perimeter lighting add alternate is \$166,090. An additional \$13,287.00 is necessary for construction contingency (8%). It is anticipated that an additional \$6,228 (3.75%) is required for construction management, quality control, and inspection services for a total estimated projected cost for the add alternate of \$185,605.00.

Funds are available for the project base bid from the CEQA mitigation measures for the Porterville Courthouse as approved in the 2013/2014 Annual Budget. The project add alternate will be awarded to the extent budgeted funds allow should the City receive favorable bids.

RECOMMENDATION: That City Council:

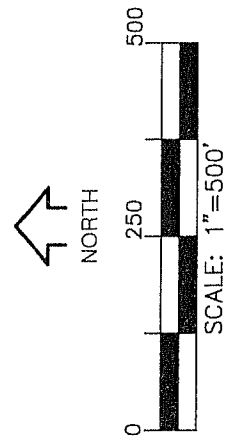
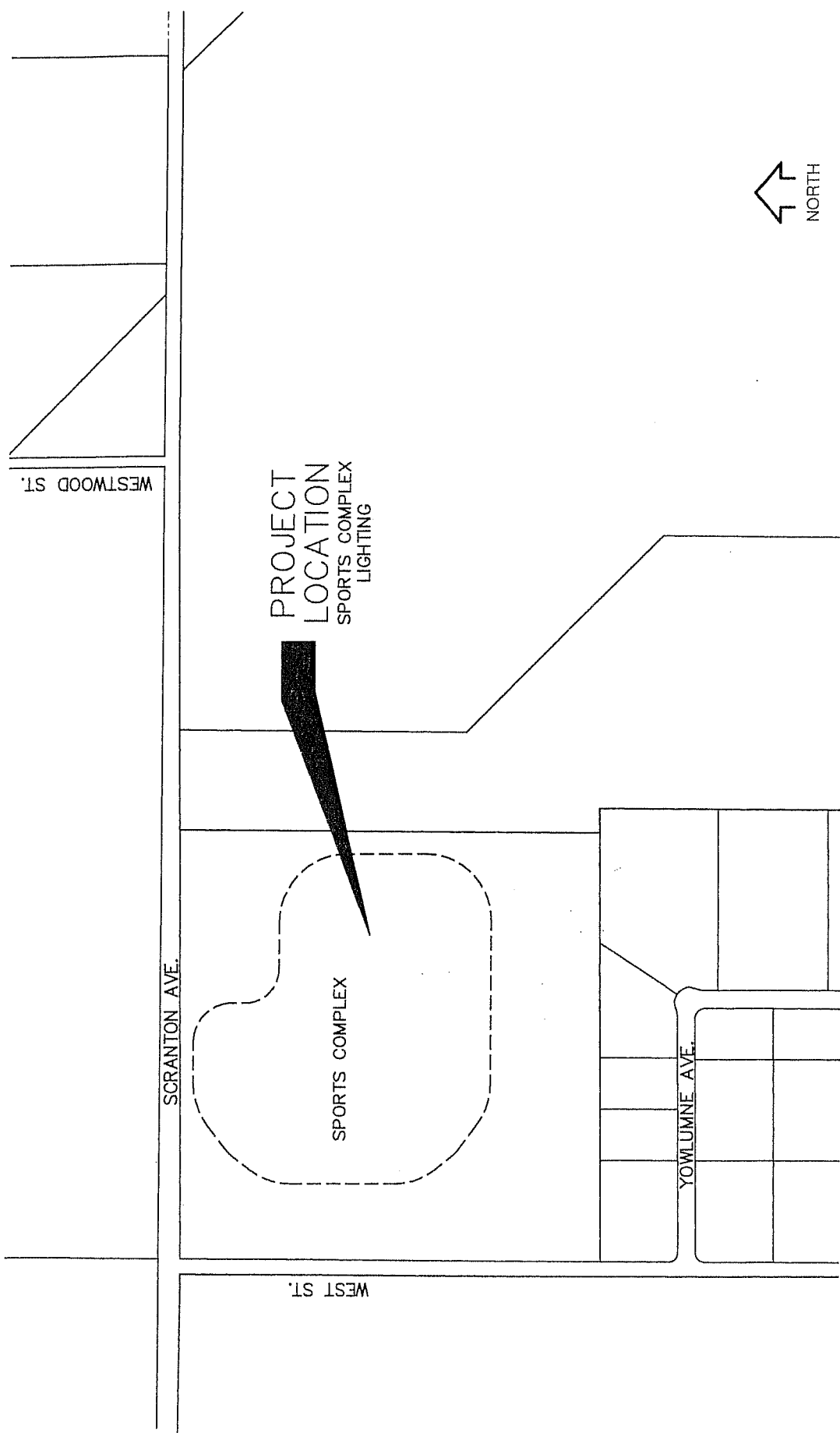
1. Approve Staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS: Locator Map
Engineer's Estimate

P:\pubworks\General\Council\Authorization To Advertise for Bids - Softball & Sports Field Lighting Project - 2013-07-16.doc

Dir. BS Appropriated/Funded MB CM J

Item No. 3



City of Porterville
291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 7827462

SPORTS COMPLEX LIGHTING

Engineer's Estimate of Probable Construction Cost

Porterville Sports Complex Softball and Perimeter Lighting Base Bid

Item No.	Description	Qty	Unit	Unit Price	Amount
1	Softball field Lighting System to include poles, fixtures, controller, contactors, remote web based controls, pole foundation professional engineering with seismic analysis, re-lamping at 5000 hours Supplier Option Chosen: Option A Acuity____or Option B Musco_____	1	LS	\$228,879	\$228,879
2	Labor and material for a complete functional softball field lighting installation per the drawings and specifications	1	LS	\$138,380	\$138,380
	Total Amount				\$367,259
	10% Construction Contingency				\$36,726
	5% Construction Management				\$18,363
	Total Base Bid Estimate				\$422,348

Bid Alternate "A"

Item No.	Description	Qty	Unit	Unit Price	Amount
	Perimeter field Lighting System to include poles, fixtures, controller, contactors, remote web based controls, pole foundation professional engineering with seismic analysis, re-lamping at 5000 hours Supplier Option Chosen: Option A Acuity____or Option B Musco_____	1	LS	\$92,290	\$92,290
1	Labor and material for a complete functional perimeter field lighting installation per the drawings and specifications	1	LS	\$73,800	\$73,800
2	Total Amount	1	LS		\$166,090
	10% Construction Contingency				\$16,609
	5% Construction Management				\$8,305
	Total Add. Alternate "A" Bid Estimate				\$191,004

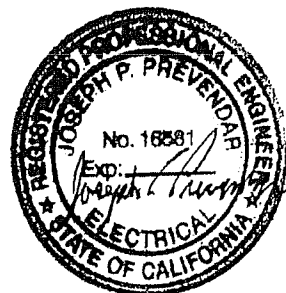
Estimate Certified

Joseph P. Prevendar 7-1-2013
Project Engineer Date

Michael K. Reed 7-8-2013
City Engineer Date

Baldomero Rodriguez 7/8/13
Public Works Director Date

J. O. Lin 07/09/13
City Manager Date



7-1-2013

COUNCIL AGENDA: JULY 16, 2013

SUBJECT: REQUEST TO ADVERTISE FOR ANNUAL CONTRACTS

SOURCE: Public Works Department – Field Services Division

COMMENT: Public Works Field Services Division is requesting authorization to advertise for annual contracts for the following services:

1. Waukesha engine, blower, and emergency generator maintenance.
2. Pump maintenance.
3. Chemical purchase.
4. Electrical service.
5. Instrumentation service.

Funding is available from the Sewer and WWTF operating budgets.

RECOMMENDATION: That the City Council authorize Public Works Field Services Division to advertise for the stated annual contracts.

P:\pubworks\General\Council\Request to Advertise for Annual Contracts - 2013-07-16.doc

Dir B82 Appropriated/Funded MB CM J

Item No. 4

THIS ITEM HAS BEEN REMOVED.

CITY COUNCIL AGENDA: JULY 16, 2013

SUBJECT: AUTHORIZATION TO ADVERTISE FOR PROFESSIONAL SERVICES – ELECTRICAL POWER GENERATION ALTERNATIVES

SOURCE: Public Works Department – Wastewater Treatment Facility

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) is scheduled to replace three (3) internal combustion (IC) engines with three (3) electric blowers in FY 2013/2014.

The combustion engines use natural gas and treatment plant generated methane gas as a fuel source. The hot water produced by these engines heat the anaerobic digesters which in turn stabilize the organic solids generated in the treatment process and produce methane gas.

Electric blowers are a cleaner source of power and will significantly improve the performance of the biological treatment process. Electric blowers eliminate emissions that are generated by the IC engines, but unfortunately, the electrical cost associated with running electric blowers is expensive.

To offset the added electrical costs associated with the electric blowers and to provide a hot water source for the digesters, staff is considering four alternatives for onsite power generation.

Alternative I: Convert Existing Waukesha Engine Blower to an Electrical Generator

The City will use one of the existing 20 year old Waukesha engines to drive a generator to produce power. Additional equipment will be needed to condition and blend the digester gas. Control equipment will also be needed to optimize generator performance and comply with SCE's Rule 21. All of the power generated will be used onsite. Estimated cost of the project - \$3,000,000

Alternative II: Purchase New Engine/Generator

Similar to Alternative I but with the added cost of a new engine/generator.

Estimated cost \$3,500,000 to \$4,000,000.

Dir BW Appropriated/Funded MJB CM J

Item No. 6

Alternative III: Solar Power

Design and construct solar panel farm and locate it in the vicinity of the westerly section of the Corporation Yard.

Estimated Cost - \$3,000,000

Power Purchase Agreement

Through a Power Purchase Agreement (PPA), electricity is sold to the WWTF at rates typically lower than public energy sources. Methane is used as fuel to generate electricity to power the electric blowers and the heat captured from the unit is reused in the WWTF process. It should be noted that the treatment plant does not produce enough methane gas to power all three electric blowers. There will still be a need to purchase some power from Edison but at a reduced consumption rate.

The PPA provider assumes all of the expense and risk of installing combined heat and power equipment at the facility. The PPA provider pays for all the equipment, design expenses, installation and ongoing operating expenses. The City's obligation is to purchase the electricity generated from the system at the agreed upon rates for the life of the agreement, typically 15 years. In addition, the City must execute a land lease agreement with the PPA to maintain proper on-site liabilities.

Estimated Cost - \$100,000 for miscellaneous expenses.

The budget numbers and short summary of each alternative is staff's understanding of the expected work. A consultant experienced in the various elements associated with small scale power generation should be retained to analyze and weigh each option. Estimated cost for this analysis is \$45,000. If Alternative I, II or III is selected as the best option, the same consultant should be retained to prepare plans and specifications to construct said alternative. The estimated cost for the preparation of plans and specifications is \$90,000.

Wastewater Treatment Facility Reserve is the funding source for this project as approved in the 2013/2014 Annual Budget.

RECOMMENDATION: That City Council:

1. Authorize staff to advertise for consultant services to analyze electric power generation alternatives at the Wastewater Treatment Facility, and if necessary, prepare plans and specifications to incorporate the desired alternative into the treatment plant layout;

2. Authorize the Public Works Director to conduct oral interviews if, in the opinion of the Public Works Director, interviews are necessary; and
3. Direct the Public Works Director to prepare a staff report for a subsequent Council meeting identifying the proposers and their respective rankings.

COUNCIL AGENDA: JULY 16, 2013

SUBJECT: ACCEPTANCE OF IRREVOCABLE OFFER TO CONVEY REAL PROPERTY FOR PUBLIC STREET RIGHTS OF WAY RELATED TO PARCEL MAP NO. 4996, JAYE STREET AND VANDALIA AVENUE - TOLLADAY FAMILY TRUST, CZEM PARTNERS, LLC AND JLH PROPERTIES, LLC

SOURCE: Public Works Department - Engineering Division

COMMENT: As a condition of the Public Improvement/Reimbursement Agreement dated November 28, 2009, the developers are to convey rights of way necessary for the previously constructed improvements required along Vandalia Avenue, pertinent to the development of the property at the northeast corner of Jaye Street and Vandalia Avenue. The agreement is on file with the Public Works Department. The irrevocable offer to convey real property for these rights of way was memorialized with the recording of Parcel Map No. 4996. This map is attached for reference.

On June 24, 2013, the City was reimbursed \$161,998.13, the proportional construction costs of the Jaye Street public improvements related to Parcel 3 of Parcel Map No. 4996. The City is now obligated, per the above-mentioned agreement, to purchase the right of way adjacent to Parcel 3. In 2011, the City purchased a portion of the rights of way related to the development of the car wash property at the southeast corner of Jaye Street and Springville Avenue. Staff recommends that the City purchase all remaining portions of rights of way related to Parcel Map No. 4996, which amounts to \$55,848.30 based on the appraisal report quoted in the referenced agreement. These areas are defined in the agreement and are described in the attached legal description. It should be noted that this transaction will complete the City's right of way purchase obligations for the development of Parcel Map No. 4996 should the Council approve Staff's recommendation

RECOMMENDATION: That the City Council:

1. Accept the Irrevocable Offer of Conveyance of Real Property for Public Street Rights of Way related to Parcel Map No. 4996;
2. Authorize the City Clerk to record a Resolution accepting the offer with the County Recorder's Office;

Dir  Appropriated/Funded  CM 

Item No. 7

3. Approve a reimbursement to the developer's financial advisor, Aztec Mustang, LLC, in the amount of \$55,848.30 for all public rights of way irrevocably offered for conveyance related to Parcel Map No. 4996; and
4. Authorize the Mayor to sign all necessary documents and the resolution accepting the Irrevocable Offer of Conveyance of Real Property.

ATTACHMENTS: Resolution of Acceptance
Conveyance of Real Property Legal Description, Exhibit "A"
Plat Map, Exhibit "B"
Parcel Map No. 4996

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING AN IRREVOCABLE OFFER OF CONVEYANCE OF
REAL PROPERTY FOR PUBLIC STREET RIGHTS OF WAY RELATED TO
PARCEL MAP NO. 4996 – JAYE STREET AND VANDALIA AVENUE

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts an Irrevocable Offer of Conveyance of real property, from TOLLADAY FAMILY TRUST, CZEM PARTNERS, LLC AND JLH PROPERTIES, LLC, for public street rights of way, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "B" attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the purchase price of \$55,848.30 is hereby approved with payment to be made to developer's financial agent, Aztec Mustang, LLC, the Mayor is authorized to sign all necessary documents, and the Resolution accepting said Irrevocable Offer of Conveyance is to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2013.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Exhibit "A"

LEGAL DESCRIPTION

Springville Avenue and Vandalia Avenue Rights of Way

That portion of Lots 48, 49 and 50 of Pleasant Grove Tract, as per map recorded in Volume 9 of Maps, at Page 1, in the office of the County Recorder of Tulare County, situated in the Southeast quarter of Section 35, 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:

Parcel A – Springville Avenue

COMMENCING AT the Northwest corner of Parcel Map No. 4996, recorded July 8, 2010 in Book 51 of Parcel Maps at Page 2, Tulare County Records, said corner being the intersection of the southerly line of Springville Avenue with the easterly line of Jaye Street;

THENCE, South 89°49'16" East, along said southerly line of Springville Avenue, 265.42 feet, to the **POINT OF BEGINNING**;

THENCE, South 89°49'16" East, continuing along said southerly line of Springville Avenue, 457.07 feet to the Northeast corner of Parcel 2 of said Parcel Map No. 4996;

THENCE, South 00°24'38" West, along the East line of said Parcel 2, 12.00 feet;

THENCE, North 89°49'16" West, parallel with said southerly line of Springville Avenue, 457.24 feet;

THENCE, North 01°13'07" East, parallel with said easterly line of Jaye Street, 12.00 feet to the **POINT OF BEGINNING**.

Parcel B – Vandalia Driveway Approach

COMMENCING AT the Southeast corner of Parcel 4 of said Parcel Map No. 4996;

THENCE, North 89°49'16" West, along the South line of said Parcel 4, 386.57 feet, to the **POINT OF BEGINNING**;

THENCE, North 00°10'44" East, 20.86 feet;

THENCE, North 89°49'16" West, 60.80 feet;

THENCE, South 40°16'42" West, 27.27 feet, to a point in the South line of Parcel 3 of said Parcel Map No. 4996;

THENCE, South 89°49'16" East, along the South line of said Parcel 3 and Parcel 4, 78.36 feet, to the **POINT OF BEGINNING**.

CONTAINING: 6,937 square feet (0.16 acres) more or less.

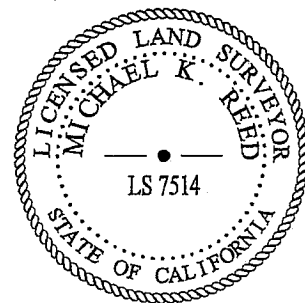
BASIS OF BEARING: The South right of way line of Springville Avenue, as shown on Record of Survey, recorded in Book 11 of Licensed Surveys, at Page 58, Tulare County Records, **TAKEN AS:** North 89°49'16" West.

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: 7/10/2013



PROPERTY ACQUISITION PLAT

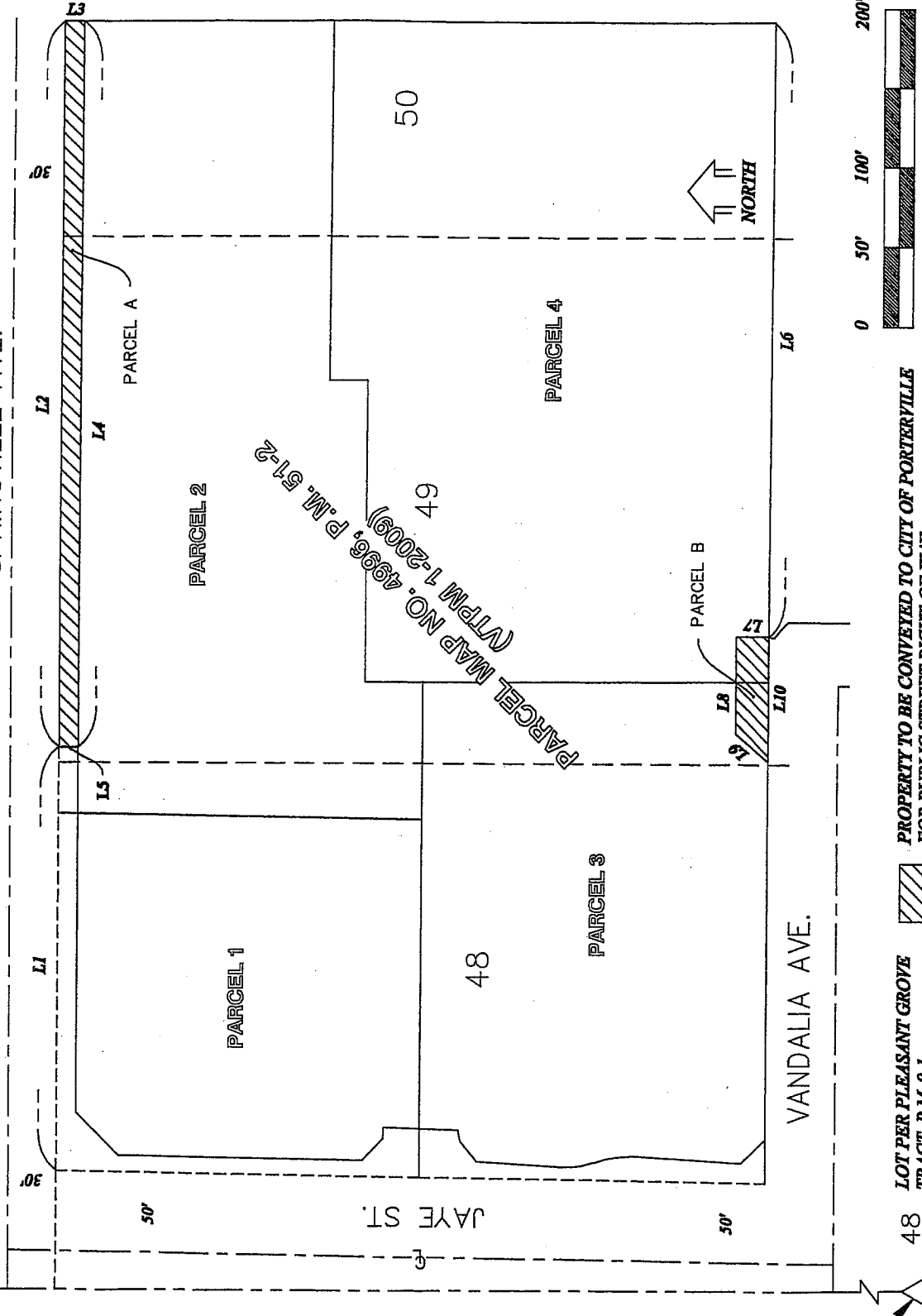
EXHIBIT "B"

SPRINGVILLE AVE.

CTR. SEC.
35-21/27

LINE TABLE

No.	BEARING	DIST.
L1	S89°49'16"E	263.42'
L2	S89°49'16"E	457.07'
L3	S00°24'38"W	12.00'
L4	N89°49'16"W	457.24'
L5	N01°13'07"E	12.00'
L6	N89°49'16"W	386.57'
L7	N00°10'44"E	20.86'
L8	N89°49'16"W	60.80'
L9	S40°16'42"W	27.27'
L10	S89°49'16"E	78.36'



S/4 SEC.
35-21/27

LOT PER PLEASANT GROVE
TRACT, R.M. 9-1

PROPERTY TO BE CONVEYED TO CITY OF PORTERVILLE
FOR PUBLIC STREET RIGHT-OF-WAY

City of Porterville
291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 782-7462

THAT PORTION OF LOTS 48, 49, AND 50 OF PLEASANT GROVE TRACT, RECORDED
IN VOLUME 9 OF MAPS AT PAGE 1, IN THE OFFICE OF T.C.R., SITUATED IN THE
SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 27 EAST,
M.D.B.&M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF
CALIFORNIA.

OWNERS:
TOLLADAY FAMILY TRUST
CZEM PARTNERS, LLC
JLH PROPERTIES, LLC
AREA:
6,937 S.F.
0.16 AC.
DRAWN BY
CHC/K BY
MT DB

PARCEL MAP NO. 4996

IN THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN MARCH, 2010
BY HARBOUR AND ASSOCIATES
CONSISTING OF 2 SHEETS
SHEET 2 OF 2

LINE DATA:		BEARING	DISTANCE
LINE NUMBER			
1	1	S 89°49'16" E	24.59
2	2	N 02°34'38" E	12.00
3	3	N 02°34'38" E	11.17
4	4	N 40°00'47" E	16.11
5	5	N 40°00'47" E	16.39
6	6	N 40°00'47" E	16.58
7	7	S 11°05'54" E	63.59
8	8	N 78°27'07" E	7.15
9	9	N 02°30'50" E	46.03
10	10	N 02°30'50" E	7.99
11	11	N 45°42'16" W	11.11
12	12	N 45°42'16" W	37.65
13	13	N 02°30'54" E	24.83
14	14	N 02°30'54" E	22.20
15	15	N 89°14'45" E	17.22
16	16	N 01°10'55" E	24.00
17	17	N 40°16'52" E	2.27
18	18	N 40°16'52" E	2.27
19	19	N 89°49'16" W	24.59
20	20	N 01°10'44" E	50.75
21	21	N 89°49'16" W	60.78

THIS LAND IS SUBJECT TO THE FOLLOWING:

- THE FOLLOWING INFORMATION IS BEING FURNISHED TO YOU FOR YOUR INFORMATION. IT IS THE PROPERTY OF THE UNITED STATES GOVERNMENT AND IS LOANED TO YOU; IT AND ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR AGENCY. IF YOU ARE NOT AN AGENT OF THE UNITED STATES GOVERNMENT, IT IS TO BE RETURNED TO THE OFFICE OF ORIGIN. IF YOU ARE AN AGENT OF THE UNITED STATES GOVERNMENT, IT IS TO BE RETURNED TO THE OFFICE OF ORIGIN WHEN NO LONGER NEEDED. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED. IT IS TO BE RETURNED TO THE OFFICE OF ORIGIN WHEN NO LONGER NEEDED. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED.

- **LEGEND:**
 ○ FOUND AND ACCEPTED MONUMENT AS NOTED.
 □ SET 3/4" X 30" IRON PIPE DOWN 6", TAGGED
 LS 5277, UNLESS OTHERWISE NOTED.
 { SET LS 5277 BRASS TAG IN CONCRETE.
 } SURVEY DATA PER AS SHOWN ON RECORD OF
 { SURVEY RECORDED IN BOOK 11 OF LICENSED
 { RECORDS AT PAGE 58, TULARE COUNTY
 { RECORDS.
 > RECORD DATA PER AS SHOWN ON RECORD OF
 > SURVEY RECORDED IN BOOK 11 OF LICENSED
 > RECORDS AT PAGE 45, TULARE COUNTY
 > RECORDS.

NO. 2899 RECORDED IN BOOK 29 OF PARCEL MAPS AT PAGE 90, TULARE COUNTY RECORDS.

NO. 4914 RECORDED IN BOOK 50 OF PARCEL MAPS AT PAGE 19, TULARE COUNTY RECORDS.

THE BLUE BORDER INDICATES THE LIMITS OF THIS SUBMISSION.

BASIS OF BEARINGS:
THE SOUTH RIGHT-OF-WAY LINE OF SPRINGVILLE
AVENUE WAS TAKEN TO BE NORTH 87°49'16"
WEST AS SHOWN ON RECORD OF SURVEY
RECORDED IN BOOK 11 OF LICENSED SURVEYS
AT PAGE 58, TULARE COUNTY RECORDS.

•

•

$$-Z-$$
REV. 5-21-10
REV. 5-21-10

Chill Engineers
3850 Clovis Avenue, Suite 300 • Clovis, California 93612
(559) 325-7876 • Fax (559) 325-7888

COUNCIL AGENDA: JULY 16, 2013

SUBJECT: LABORATORY INSTRUMENT SERVICE CONTRACTS

SOURCE: Public Works Department – Field Services Division/ Laboratory

COMMENT: The City Laboratory has two sophisticated instruments that are under service contract with the instrument's manufacturer. Each service contract includes one preventative maintenance service call, unlimited technical support, an onsite technician for instrument repair, and covers replacement part costs. The City Laboratory needs to renew the following contracts to continue instrument technical support:

Inductively Coupled Plasma Instrument:
Thermo Electron LLC \$8,536.00
Contract period 7/13 to 6/14

Gas Chromatography/Mass Spectrometry:
Agilent Technologies \$6,540.00
Contract period: 8/13 to 7/14

The Service Contract fees are paid from the laboratory operating budget.

RECOMMENDATION: That the City Council:

1. Approve the service contracts with Thermo Electron, LLC and Agilent Technologies; and
2. Authorize payment for these services.

P:\pubworks\General\Council\Laboratory Instrument Service Contracts - 2013-07-16.doc

Dir BSZ Appropriated/Funded MP CM J

Item No. 8

SUBJECT: ASPHALT OVERLAY PROGRAM FOR 2013/2014

SOURCE: Public Works Department – Field Services Division

COMMENT: Staff is requesting the expenditure of \$467, 418, which is budgeted in the 2013/2014 Annual Budget, for the Asphalt Overlay Maintenance Program.

Staff has surveyed and prepared a list of streets that qualify for this year's program based on their condition. Proposed treatments include traditional curb to curb overlay and blade patching. The streets selected are as follows:

1. Westwood Street from Luisa Avenue to Westfield Avenue N/B lane
2. Westwood Street from Westfield Avenue to Friant Kern Canal
3. Worth Road from Road 265 west to city limits
4. Pioneer Avenue from Prospect Street to SR 65
5. Main Street from Westfield Avenue to Reid Avenue
6. Second Street from Thurman Avenue to Putnam Avenue
7. Third Street from Morton Avenue to Thurman Avenue

It should also be noted that this year's City overlay program is scheduled to address the streets located in Annexation 455A. When the sewer construction project Contractor completes all work, street segments within the sewer annexations areas will receive overlays by City crews, on a case by case basis as approved by the Public Works Director.

Surface Transportation Program funds are the source of funding for this project.

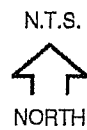
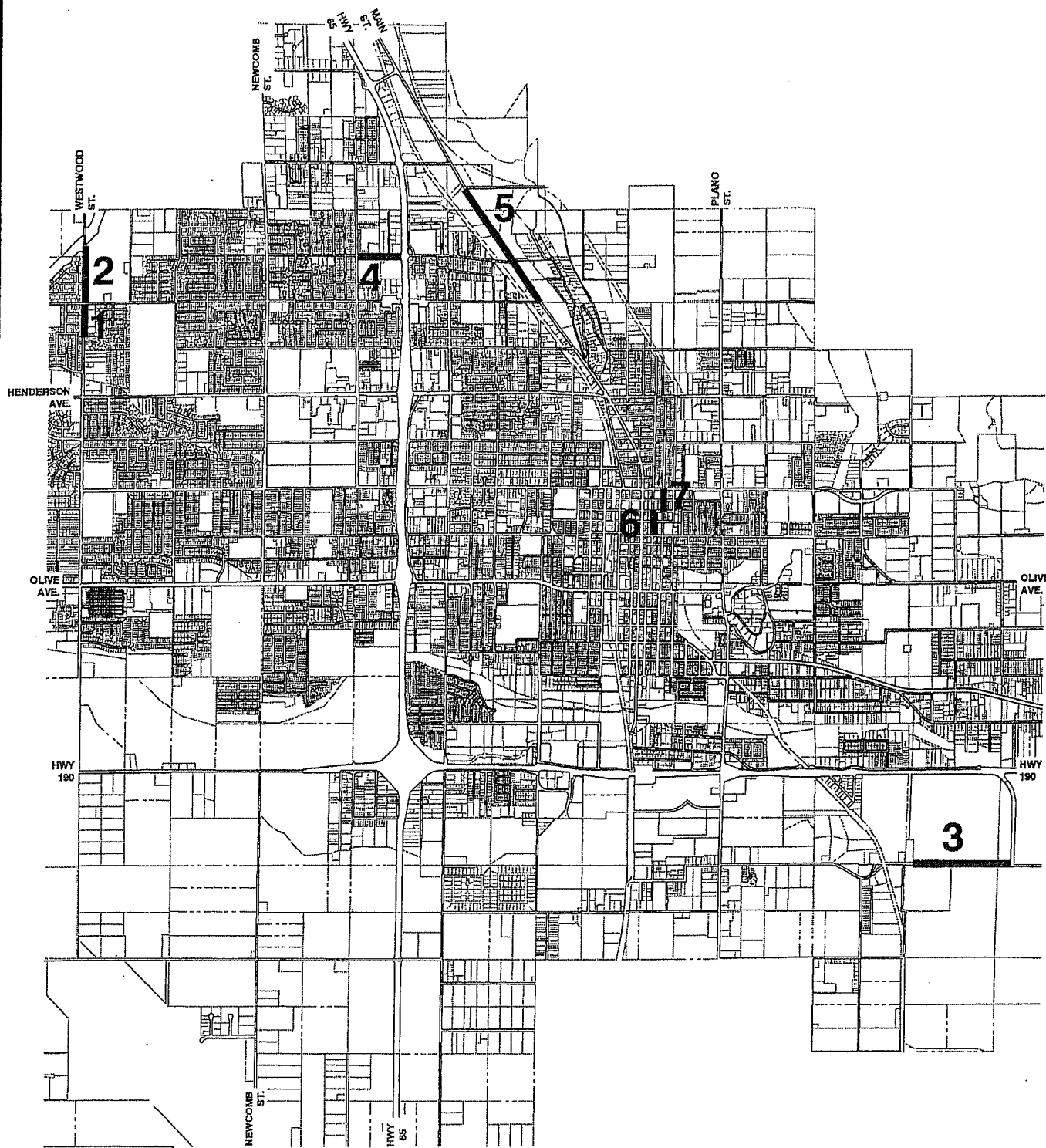
RECOMMENDATION: That the City Council approve the 2013/2014 Asphalt Overlay Program authorizing expenditure of the budgeted funds.

ATTACHMENT: Locator Map

P:\pubworks\General\Council\Asphalt Overlay Program for 2013 2014 - 2013-07-16.doc

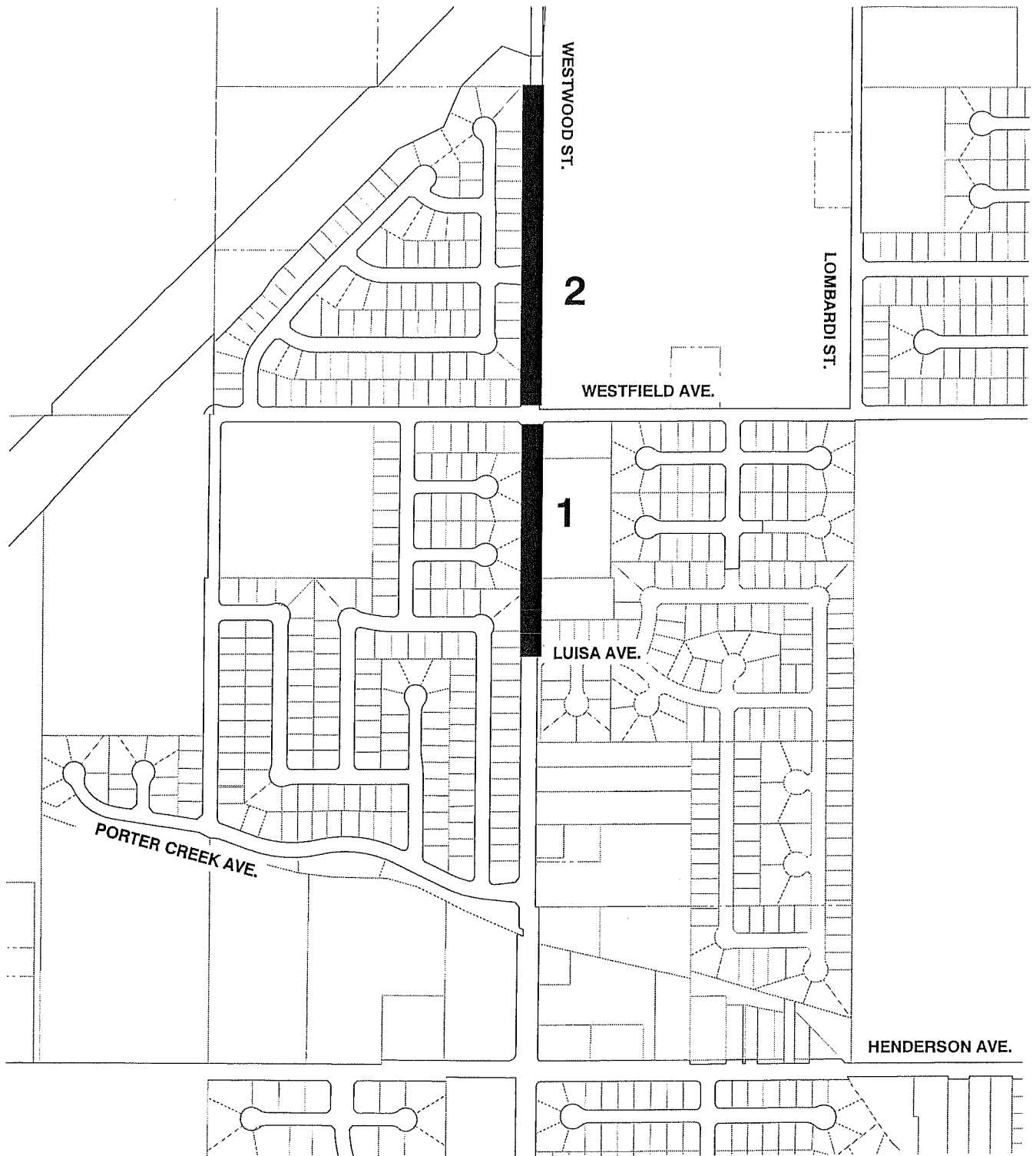
Dir Bob Appropriated/Funded MP CM [Signature]

Item No. 9

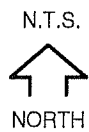


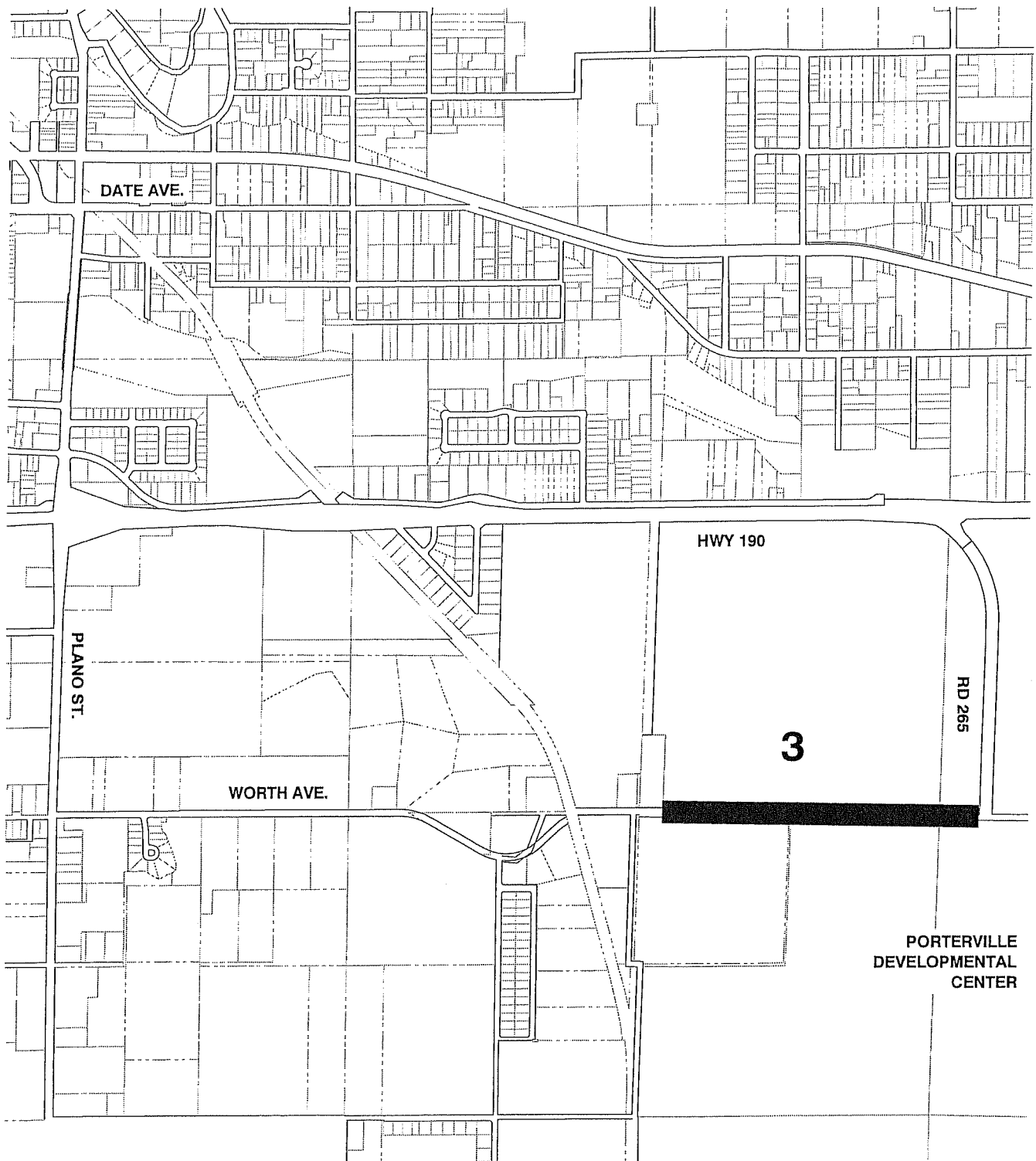
City of Porterville
291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 7827462

ASPHALT OVERLY
PROGRAM 2013/2014

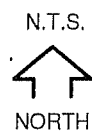


1. WESTWOOD ST. - LUISA AVE. TO WESTFIELD AVE. (N/B LANE)
2. WESTWOOD ST. - WESTWOOD AVE. TO FRIANT KERN CANAL



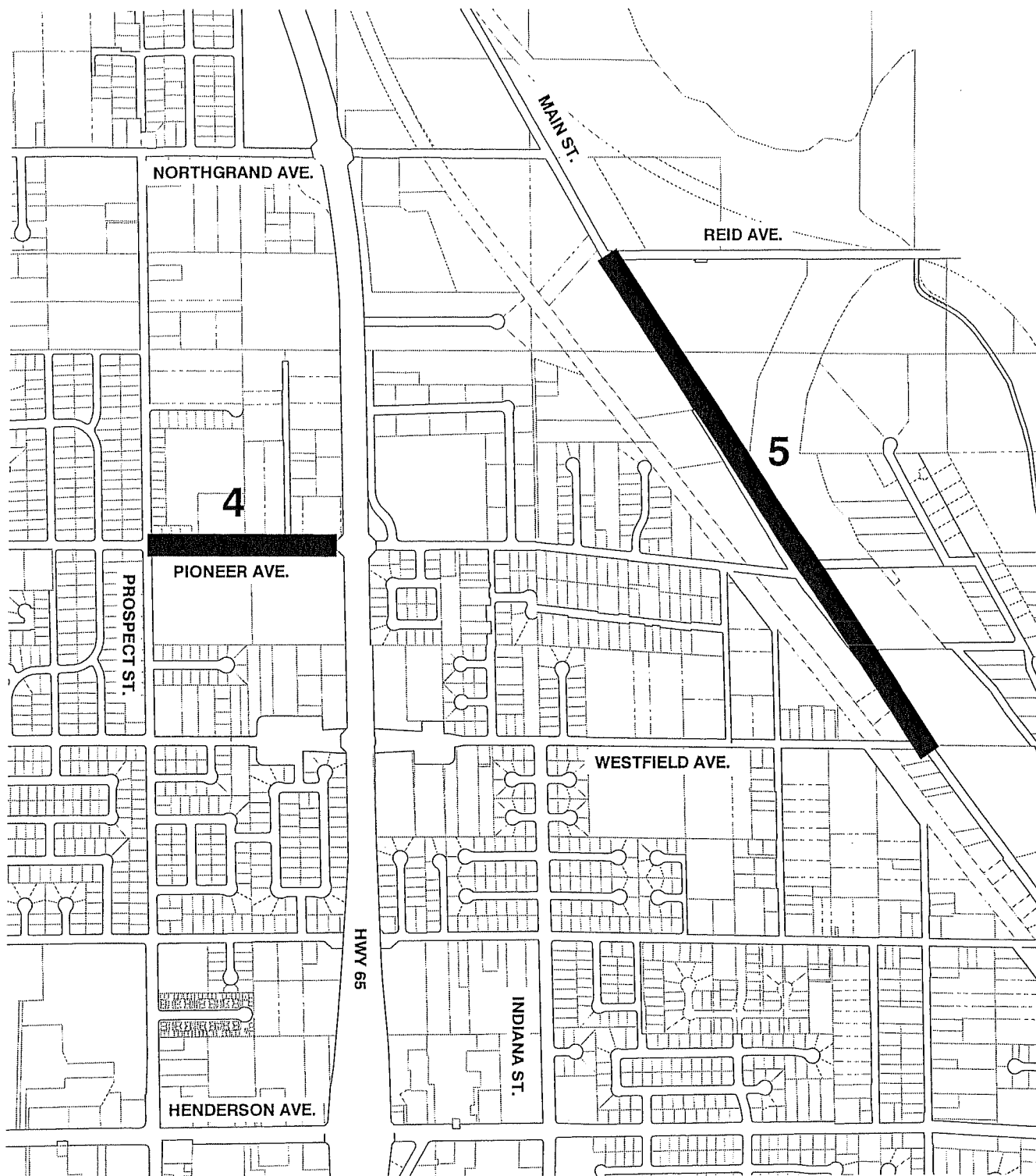


3. WESTWOOD ST. - WORTH AVE. FROM RD 265 WEST TO CITY LIMITS

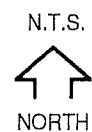


City of Porterville
291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 7827462

ASPHALT OVERLAY
PROGRAM 2013/2014



4. PIONEER AVE. - PROSPECT ST. TO HWY 65
5. MAIN ST. - WESTFIELD AVE. TO REID AVE.



City of Porterville
 291 N. MAIN ST.
 PORTERVILLE, CA. 93257
 559 7827462

**ASPHALT OVERLAY
 PROGRAM 2013/2014**



- 6. SECOND ST. - THURMAN AVE. TO PUTNAM AVE.
- 7. THIRD ST. - MORTON AVE. TO THURMAN AVE.



City of Porterville
291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 7827462

ASPHALT OVERLAY
PROGRAM 2013/2014

CITY COUNCIL AGENDA: July 16, 2013

SUBJECT: JOINT FUNDING AGREEMENT WITH PORTERVILLE UNIFIED SCHOOL DISTRICT AND BURTON SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

SOURCE: Police Department

COMMENT: Currently, the Porterville Police Department has four officers assigned as School Resource Officers. During school hours, these four officers respond to reports of criminal activity at all school sites within the city of Porterville. In addition, these four officers provide requested security for after-school functions throughout the school year. Through a Joint Funding Agreement, Porterville Unified School District and Burton School District have shared in the funding for these School Resource Officers.


Both school districts have agreed to renew the 2012/2013 contract with no changes. The two school districts have agreed to share in the costs of the third and fourth School Resource Officer. The estimated salary and benefit cost for an SRO during the term of this Agreement is \$85,500. Porterville Unified School District has agreed to pay 75% of the salary and benefits for the third SRO while the Burton School District has agreed to pay 75% of the salary and benefits of the fourth SRO. The 75% reflects services for a nine-month school year.

Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$21,375 to each of the third and fourth SRO positions. This represents 25% of estimated costs of salary and benefits for each. PUSD shall contribute up to, but no more than, \$64,125 to the third SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500) and BSD shall contribute up to, but no more than, \$64,125 to the fourth SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500).

The four School Resource Officers will generally be assigned with one each to the three major high schools and their respective feeder schools and one to the schools within the Burton School District. These assignments will be general and officers will naturally respond when and where they are needed.

D.D. 

C.M. 

Appropriated/Funded 

Item No. 10

RECOMMENDATION: That the City Council:

- 1) Approve the Agreement for Joint Funding for School Resource Officers for the period of July 1, 2013, through June 30, 2014;
and
- 2) Authorize the Mayor to execute the agreement on behalf of the City of Porterville.

Attachment: Joint Funding Cooperative Agreement

JOINT FUNDING COOPERATIVE AGREEMENT

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

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD and BSD officials concerning criminal and other activities occurring on the PUSD and BSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth.

ACCORDINGLY, IT IS AGREED:

- 1. The term of this Agreement shall be for one year, commencing on July 1, 2013, and ending on June 30, 2014.
- 2. The CITY shall provide four "School Resource Officers" effective at the beginning of the school year, August 2013. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD and BSD school campuses located within the CITY's geographical limits. The guidelines and expectations of SRO program are attached as Exhibit A.
- 3. The estimated salary and benefit cost for an SRO during the term of this Agreement is \$85,500. This does not include ancillary costs.
- 4. The salary and benefit costs of (2) of the SROs will be assumed by the City in entirety.
- 5. The salary and benefit costs for the third SRO shall be divided as follows: The CITY shall pay 25% of the estimated salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 75% in salary and benefits costs. The 75% formula represents the nine (9) month school year.
- 6. The salary and benefit costs for the fourth SRO shall be divided as follows: The CITY shall pay 25% of the estimated salary and benefits cost, as well as all ancillary costs. BSD shall pay the remaining 75% in

salary and benefits costs. The 75% formula represents the nine (9) month school year

7. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$21,375 to each of the 3rd and 4th SRO positions. This represents 25% of estimated costs of salary and benefits for each position, plus the City will additionally pay approximately \$10,000 each in ancillary costs.
8. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$64,125 to the 3rd SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500).
9. Based on formula above, for this term, BSD shall contribute up to, but no more than, \$64,125 to the 4th SRO position. This represents 75% of the estimated salary and benefit cost (\$85,500).
10. The amounts to be contributed by PUSD and BSD shall be due and payable as follows: PUSD and BSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2014).
11. The Parties shall hold harmless, defend and indemnify each other, their agents, officers, and employees from and against all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers, or employees under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.
12. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
13. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employee. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SRO's are made with consideration of the needs of the two school districts.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257
Phone: 559-793-2455
Fax: 559-793-1088

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257
Phone: 559-781-8020
Fax: 559-781-1403

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

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

16. Termination.

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

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

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

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

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

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

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

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

18. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
19. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
20. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
21. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.
22. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
23. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police, the Porterville Unified School District Superintendent, and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefit cost for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Virginia R. Gurrola, Mayor

PORTERVILLE UNIFIED SCHOOL DISTRICT:

John Snavelly, Superintendent

BURTON SCHOOL DISTRICT:

Sharon Kamberg, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department, Porterville Unified School District, and Burton School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

SUBJECT: Sale of Surplus Vehicles to the City of Lindsay

SOURCE: Police Department



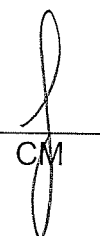
COMMENT: The City of Lindsay has been in negotiations with the City of Porterville regarding the purchase of surplus vehicles. Lindsay needs the vehicles in order to serve as K-9 units for the Lindsay Police Department's newly formed Police K-9 program. Through the course of the negotiations, City staff has identified two (2) vehicles that would benefit the City of Lindsay. The negotiated price is \$1,500 for each vehicle, which is the estimated value of these two vehicles in "as is" condition if sold to a law enforcement agency. It is also the same negotiated price that the City of Lindsay paid for two similar surplus vehicles purchased earlier this year from the City of Porterville. Lindsay staff has inspected the vehicles at the City of Porterville Corporation Yard and found them acceptable for purchase. The following is a list of the surplus vehicles proposed to be purchased by the City of Lindsay:

Unit 3233	2005 Ford Crown Victoria Sedan VIN# 2FAFP71W05X124155	Lic# 1157664 106,365 Miles
Unit 3252	2005 Ford Crown Victoria Sedan VIN# 2FAFP71W65X140490	Lic# 1157686 107,390 Miles

The total cost for the two surplus vehicles to be purchased by the City of Lindsay is \$3,000.

The Purchasing Agent is authorized to dispose of surplus City property through public auction, trade-in, or negotiated sale. Staff has determined that it is in the best interests of the City to negotiate with other agencies or teaching institutions whenever possible because this allows vehicles to be transferred "as is" without having to strip the patrol vehicles of emergency equipment and perform costly safety inspections. We also save the costs of the auctioneer's commission.

RECOMMENDATION: That the City Council approve the sale of the two above-listed surplus vehicles to City of Lindsay for the sum of \$1,500 each.

		
Dir.	Appro./ Funded	CM

Item No. 11

COUNCIL AGENDA: JULY 16, 2013

SUBJECT: PRELIMINARY ANNUAL ENGINEER'S REPORT OF ASSESSMENTS FOR LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS AND SETTING A PUBLIC HEARING

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The City has created 64 lighting and landscape maintenance districts (LMDs) since 1989. A separate district has been established for each new land development. Many of these districts only contain street lighting, for which the assessment was to collect only a portion of the street lighting cost. Other districts have landscape improvements installed within public right-of-ways or public properties in addition to the street lighting. In these instances, the landscaping has been established to provide a more aesthetic appearance and a healthier environment. Only the property owners who directly benefit from improvements are assessed for the maintenance. Annually, a process of evaluating maintenance needs and establishing an assessment for each LMD must be followed. In an effort to better facilitate the needs of the district, staff has been analyzing fund balances and deficits of each district as well as projected expenditures and reserves. Based on the analysis, staff was able to determine that not all districts will be assessed this fiscal year. These fund balances will be reviewed on a yearly basis to determine funding needs for maintenance, as well as determining assessment requirements.

The first attached Resolution is necessary to initiate the annual Engineer's Report, which will show the proposed assessments for the 2013-2014 Fiscal Year. The second Resolution provides preliminary approval to the Engineer's Report for Fiscal Year 2013-2014. The comprehensive annual Engineer's Report is provided as an attachment. Once the assessments are approved by the City Council, they are transmitted to the County of Tulare for placement upon the tax bill of the property owners and indicated as a special assessment. The third Resolution declares the intent of the City Council to levy and collect the assessments for Fiscal Year 2013-2014, and sets a Public Hearing on the assessments for August 6, 2013.

27 Director Amr Appropriated/Funded

J City Manager

ITEM NO.: 12

RECOMMENDATION:

That the City Council:

1. Adopt Resolutions:
 - a. Ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 2013-2014;
 - b. Giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2013-2014; and
 - c. Declaring the intent to levy and collect assessments for Fiscal Year 2013-2014, and offering a time and place for hearing objections thereto.
2. Further, that the City Council set a public hearing for 6:30 PM on August 6, 2013, regarding the Engineer's Report and proposed assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2013-2014.

ATTACHMENTS:

1. Resolution ordering preparation of Engineer's Report.
2. Resolution of preliminary approval to Engineer's Report.
3. Engineer's Report for Fiscal Year 2013-2014.
4. Resolution declaring intent to levy assessments and set public hearing.

RESOLUTION NO.: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2013-2014**

WHEREAS, the City Council of the City of Porterville has determined that the public interest, convenience and necessity required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the City; and

WHEREAS, the City has established assessment districts to recover the cost of maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an Engineer's Report be prepared and filed annually, outlining the assessments to be levied against the properties within the assessment district.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. Baldomero Rodriguez is appointed "Engineer of Work" for preparation of the Engineer's Report.
2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2013-2014 in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

PASSED, APPROVED AND ADOPTED this 16th day of July 2013.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO.: _____-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE GIVING
PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2013-2014
FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS**

WHEREAS, on the 16th day of July 2013, said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2013-2014 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.
2. The diagram showing the Assessment Districts referred to and described in said report (the boundaries of the subdivision of land within each said Assessment District) are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.
3. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.
4. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District.

PASSED, APPROVED AND ADOPTED this 16th day of July 2013.

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By:

Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2013-2014 FISCAL YEAR**

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street
2. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street
3. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip
4. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way and Mulberry Avenue
5. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.
6. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough.
7. District No. 12 = Westwood Estates, Unit 5, Phase 2, located on Henderson Avenue and Brandy Way
8. District No. 18 = Ohio North Subdivision located on Ohio Way Street
9. District No. 20 = West View Place Subdivision located on Median Avenue
10. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue
11. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues
12. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2013-2014 fiscal year for Landscape and Lighting District No. 1, including Annexations 1 through 19 and District 2 through 46.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the sub divider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each District and Annexation.

<p align="center">Annexation No. 4 - La Vida Park</p> <p align="center">Fiscal Year 2013-2014</p> <p align="center">Maximum Assessment \$2469.42</p>
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Estimated Accumulated Costs 2012-2013 \$ 1,644.16

Maintenance: 3,790 sq.ft. of landscaping area, 437 feet of wall
 Project Management, 17
 Fund Balance: \$ 1,879.38

1. Landscape	3,790	@ \$	0.190	=	\$ 720.10 /sf
2. Graffiti Maintenance	3,790	@ \$	0.090	=	\$ 341.10 /sf
3. Tree Maintenance	3,790	@ \$	0.150	=	\$ 568.50 /sf
4. Postage	3,790	@ \$	0.020	=	\$ 75.80 /sf
5. Utilities	3,790	@ \$	0.250	=	\$ 947.50 /sf
6. Printing	3,790	@ \$	0.020	=	\$ 75.80 /sf
7. Repair/Maintenance	3,790	@ \$	0.030	=	\$ 113.70 /sf
		\$	0.750	=	\$ 2,842.50

Maintenance	3,790 x \$	0.750	=	\$ 2,842.50
Administrative Fee	\$ 2,842.50 x \$0.10			\$ 284.25
County Fee	17 @ \$1.00			\$ 17.00
Reserves 15% of total cost of maintenance				\$ 426.38
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				\$ -
				<u>\$ 3,570.13</u> /17=\$210.00

Estimated Cost Per Year \$ 3,570.13 = \$ 210.01
17

Current Assessment \$ 2,469.42 = \$ 145.26
17

New Assessment \$ 2,469.42 = \$ 145.26
17

Westwood Estates - Districts 1, 12 and Annexation 5
2013-2014 Fiscal Year
Maximum Assessment \$1001.39

Estimated Accumulated Costs 2012-2013

\$ 17,721.34

Maintenance: lighting: 47,462 sq.ft. of landscaping area
Project Management, 207 lots
Fund Balance: \$ 29,247.80

				Formula
1. Landscape/Tree Maintenance	47,462	@	0.17 =	\$ 8,068.54 /sf
2. Graffiti Maintenance	47,462	@	0.02 =	\$ 949.24 /sf
3. Postage	47,462	@	0.005 =	\$ 237.31 /sf
4. Utilities	47,462	@	0.12 =	\$ 5,695.44 /sf
5. Printing	47,462	@	0.005 =	\$ 237.31 /sf
6. Repair/Maintenance	47,462	@	0.02 =	\$ 949.24 /sf
			\$ 0.34	\$ 16,137.08

Maintenance	47,462 sq.ft.	x	0.34	\$ 16,137.08
Administrative Fee	\$ 16,137.08	x	\$0.10	\$ 1,613.71
County Fee	207 lots	@	1.00/per lot	\$ 207.00
Reserves	15% of total cost of maintenance			\$ 2,420.56
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				\$ -
				\$ 20,378.35 /207=\$98.44

Estimated Cost Per Year \$ 20,378.35 = \$98.44
207

New Assessment \$ 20,378.35 = \$ 98.44
207

<p>Annexation No. 14 - Wisconsin Manor 1 Subdivision</p> <p>Fiscal Year 2013-2014</p> <p>Maximum Assessment \$1,824.69</p>
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<i>Estimated Accumulated Costs 2012-2013</i>	\$	1,464.22
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Maintenance:	3,030 sq.ft. of landscaping area
Project Management,	8 lots
Fund Balance:	\$ (1,911.28)

1. Landscape	3,030	@ \$	0.190	=	\$	575.70	/sf
2. Graffiti Maintenance	3,030	@ \$	0.090	=	\$	272.70	/sf
3. Tree Maintenance	3,030	@ \$	0.150	=	\$	454.50	/sf
4. Postage	3,030	@ \$	0.020	=	\$	60.60	/sf
5. Utilities	3,030	@ \$	0.250	=	\$	757.50	/sf
6. Printing	3,030	@ \$	0.020	=	\$	60.60	/sf
7. Repair/Maintenance	3,030	@ \$	0.030	=	\$	90.90	/sf
			<u>\$ 0.750</u>	=	\$	<u>2,272.50</u>	

Maintenance	\$ 3,030.00 x \$ 0.750 =		\$ 2,272.50
Administrative Fee	\$ 3,030.00 x	\$0.10	\$ 303.00
County Fee	8 @	\$1.00	\$ 8.00
Reserves	15% of total cost of maintenance		\$ 340.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			<u>\$ 191.13</u>
			\$ 3,115.50 /8=\$389.44

$$\text{Estimated Cost Per Year} \quad \frac{\$ 3,115.50}{8} = \$389.44$$

Current Assessment $\frac{\$ 1,824.69}{8} = \$ 228.09$

New Assessment \$ 1,824.69 = \$ 228.09

8

District No. 5 Castle Woods Phase 2 Subdivision

Fiscal Year 2013-2014

Maximum Assessment \$1.021.48
Approved CIP 2002 (Adjusted 2008)

Estimated Accumulated Costs 2012-2013 \$ 1,611.57

Maintenance: 1,715 sq.ft. of landscaping area
Project Management: 25 lots
Fund Balance: \$ (2,513.42)

1. Landscape	1,715	@ \$ 0.190 =	\$ 325.85 /sf
2. Graffiti Maintenance	1,715	@ \$ 0.090 =	\$ 154.35 /sf
3. Tree Maintenance	1,715	@ \$ 0.150 =	\$ 257.25 /sf
4. Postage	1,715	@ \$ 0.020 =	\$ 34.30 /sf
5. Utilities	1,715	@ \$ 0.250 =	\$ 428.75 /sf
6. Printing	1,715	@ \$ 0.020 =	\$ 34.30 /sf
7. Repair/Maintenance	1,715	@ \$ 0.030 =	\$ 51.45 /sf
		<u>\$ 0.750 =</u>	<u>\$ 1,286.25</u>

Maintenance	1,715 x 0.75 =	\$ 771.75
Administrative Fee	\$ 1,286.25 x 0.10 \$0.10	\$ 128.63
County Fee	25 x 1.00/per lot \$1.00	\$ 19.00
Reserves 15% of total cost of maintenance		\$ 192.94
Eliminate deficit fund balance over 10 years - 10% of fund deficit		<u>\$ 236.09</u>
		\$ 1,348.40 /25=\$ 53.94

Estimated Cost Per Year \$ 1,348.40 = \$ 53.94
25

Current Assessment \$ 1,004.41 = \$ 40.18
25

New Assessment \$ 1,004.41 = \$ 40.18
25

<i>Estimated Accumulated Costs 2012-2013</i>	\$	4,921.42
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Maintenance	23,600	x	0.45	=	\$	10,620.00	
Administrative Fee	\$ 10,620.00	x	0.10		\$0.10	\$	1,062.00
County Fee	19	x	1.00/per lot		\$1.00	\$	19.00
Reserves 15% of total cost of maintenance						\$	1,593.00
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$	2,115.31
						\$	15,409.31
						/19=\$	811.02

Estimated Cost Per Year	<u>\$ 15,409.31</u>	=	\$	811.02
	19			

$$\text{Current Assessment} \quad \frac{\$ 4,869.30}{19} = \quad \$ 256.28$$

New Assessment $\frac{\$ 4,869.30}{19} =$ \$ 256.28

<p style="text-align: center;">District No. 18 - Ohio North Subdivision</p> <p style="text-align: center;">Fiscal Year 2013-2014</p> <p style="text-align: center;">Maximum Assessment \$190.26</p>

Estimated Accumulated Costs 2012-2013 \$ 518.70

Maintenance: lighting 2 @ 5,800 lumens each
 Project Management: 10 lots
 Fund Balance: \$ (177.97)

1. Utilities	2 @ 5,800 lumens @	\$104.16	=	each	\$	208.32
2. Postage	10 @	\$1.00	=		\$	10.00
3. Printing	1 @	\$60.00	=		\$	60.00
					<u>\$</u>	<u>278.32</u>

Maintenance	\$	278.32	x	1	=	\$	278.32
Administrative Fee	\$	278.32	x	0.10	\$0.10	\$	27.83
County Fee		10	x	1.00/per lot	\$1.00	\$	10.00
Reserves 15% of total cost of maintenance						\$	41.75
Eliminate deficit fund balance over 10 years - 10% of fund deficit						<u>\$</u>	<u>17.07</u>
						\$	374.97 /10=\$ 37.50

Estimated Cost Per Year	<u>\$</u>	<u>374.97</u>	=	<u>\$</u>	<u>37.50</u>
		10			

Current Assessment	<u>\$</u>	<u>190.26</u>	=	<u>\$</u>	<u>19.02</u>
		10			

New Assessment	<u>\$</u>	<u>190.26</u>	=	<u>\$</u>	<u>19.02</u>
		10			

District No. 20 - West View Place Subdivision

Fiscal Year 2013-2014

Maximum Assessment \$280.32

Estimated Accumulated Costs 2012-2013 \$ 208.71

Maintenance: lighting 3 @ 5,800 lumens each

1 @ 9,500 lumens each

Project Management: 10 lots

Fund Balance: \$ 248.63

1. Utilities	3 @ 5,800 lumens	@ \$	104.160	=	each	\$	312.48
	1 @ 9,500 lumens	@ \$	125.060		each	\$	125.06
2. Postage	\$	437.54	@ \$	0.024	=	\$	10.50
3. Printing	\$	437.54	@ \$	0.150	=	\$	65.63
						\$	513.67

Maintenance	\$	441.92	x	1	=	\$	441.92
Administrative Fee	\$	513.67	x	0.10		\$	51.37
County Fee			10 x	\$1.00/per lot		\$	10.00
Reserves 15% of total cost of maintenance						\$	77.05
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$	-
						\$	580.34 /10=\$ 58.03

Estimated Cost Per Year	\$	580.34	=	\$	58.03
		10			

Current Assessment	\$	265.74	=	\$	26.56
		10			

New Assessment	\$	265.74	=	\$	26.56
		10			

<p>District No. 31 Williams Ranch Phase 2 & 3 Subdivision</p> <p>Approved CPI 2006 (Adjusted 2006)</p> <p>Maximum Assessment \$2,303.51</p>

<i>Estimated Accumulated Costs 2012-2013</i>	\$ 4,007.96
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Maintenance:	6,512 sq.ft. of landscaping area, 437 feet of wall
Lighting:	24 ea @ 5,800 lumens, 2 ea. @ 16,000 lumens
Project Management,	85
Fund Balance:	\$ (3,868.83)

1. Landscape	6,512	@ \$ 0.190	= \$ 1,237.28 /sf
2. Graffiti Maintenance	6,512	@ \$ 0.025	= \$ 162.80 /sf
3. Tree Maintenance	6,512	@ \$ 0.130	= \$ 846.56 /sf
4. Postage	6,512	@ \$ 0.010	= \$ 65.12 /sf
5. Utilities	6,512	@ \$ 0.080	= \$ 520.96 /sf
6. Printing	6,512	@ \$ 0.010	= \$ 65.12 /sf
7. Repair/Maintenance	6,512	@ \$ 0.040	= \$ 260.48 /sf
		<u>\$ 0.485</u>	<u>\$ 3,158.32</u>

Maintenance	6,512	x	\$ 0.485	=	\$ 3,158.32	
Administrative Fee	85 lots	x	\$ 0.10		\$ 85.00	
County Fee	85 lots	@	\$ 1.00		\$ 85.00	
Reserves 15% of total cost of maintenance					\$ 473.75	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ 353.35	
					<u>\$ 4,155.42</u>	/85=\$48.89

$$\text{Estimated Cost Per Year} \quad \frac{\$4,155.42}{85} = \$47.22$$

Current Assessment $\frac{\$ 2,303.85}{85} = \$ 27.10$

New Assessment $\frac{\$ 2,303.85}{85} = \$ 27.10$

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2013-2014
Maximum Assessment \$8,000.00

Estimated Accumulated Costs 2012-2013 \$ 5,265.05

Maintenance: 22,100 sq.ft. of landscaping area

Project Management: 22 lots

Fund Balance: \$ 4,829.08

1. Landscape	22,100	@	\$ 0.190	=	\$ 4,199.00	/sf
2. Graffiti Maintenance	22,100	@	\$ 0.030	=	\$ 663.00	/sf
3. Tree Maintenance	22,100	@	\$ 0.160	=	\$ 3,536.00	/sf
4. Postage	22,100	@	\$ 0.005	=	\$ 110.50	/sf
5. Utilities	22,100	@	\$ 0.040	=	\$ 884.00	/sf
6. Printing	22,100	@	\$ 0.005	=	\$ 110.50	/sf
7. Repair/Maintenance	22,100	@	\$ 0.020	=	\$ 442.00	/sf
			\$ 0.450	=	\$ 9,945.00	

Maintenance	22,100	x	\$ 0.45	=	\$ 9,945.00
Administrative Fee	\$ 9,945.00	x	\$0.10		\$ 994.50
County Fee	22	x	\$1.00/per lot		\$ 22.00
Reserves 15% of total cost of maintenance					\$ 1,491.75
Eliminate deficit fund balance over 10 years - 10% of fund deficit					
					<u>\$ 12,453.25</u>

FORMULA FOR ASSESSMENT

A = Assessment per lot = $\frac{\text{Total Assessment} - F}{L}$

L = Number of lots

F = Assessment for remainder parcel

The 2013-2014 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,453.25 \times .20 = \$2,490.85$ for remainder
 $A = \$12,453.25 - \$2,490.85 = \$452.84$ per lot in Unit One

Current Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \frac{\$8,000 - \$1,600}{22} = \$290.92$ per lot in Unit One

New Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \frac{\$8,000 - \$1,600}{22} = \$290.92$ per lot in Unit One

District 35 - Meadow Breeze Ph. 2
2013-2014 Fiscal Year
Maximum Assessment

Estimated Accumulated Costs 2012-2013 \$ 754.69

Maintenance: lighting: 9 lumens @ 5,800 each
Project Management, 44 lots
Fund Balance: \$ 752.83

	Unit			Formula
1 Utilities	9 lumens	@ \$	104.16	= \$ 937.44 /sf
2 Postage	44	@ \$	1.00	= \$ 44.00 /sf
3 Printing/Copying	1	@ \$	100.00	= \$ 100.00 /sf
				<u>\$ 1,081.44</u>

Maintenance	1,137 x 1	\$1,137.00	\$ 1,137.44
Administrative Fee	\$ 1,137.44 x	\$0.10	\$ 113.74
County Fee	44 lots @	\$1.00	\$ 44.00
Reserves 15% of total cost of maintenance			\$ 170.62
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			\$ -
			<u>\$ 1,465.80 /44= \$33.30</u>

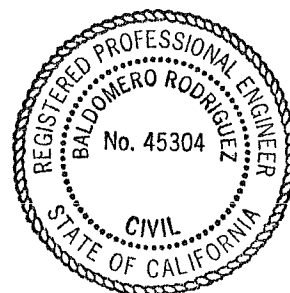
Estimated Cost Per Year \$ 1,465.80 = **\$33.30**
44

Current Assessment \$ 844.08 = \$ **19.18**
44

New Assessment \$ 844.08 = \$ **19.18**
44

This concludes the 2013-2014 Landscape and Lighting District Engineer's Report.
Baldomero Rodriguez, RCE 45304

Baldomero Rodriguez
Public Works Director



RESOLUTION NO.: _____-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."
2. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 Landscape and Lighting District No. 1."

3. LaVida Park green belt, east on Plum Way Street and the entries east along Beverly Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1."
4. Westwood Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1."
5. Wisconsin Manor I Subdivision includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."
6. District No. 5 = Castle Woods Phase II Subdivision located on Castle Avenue, Salisbury Street, and Median Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 5.
7. District No. 6 = Creek View Estates located between Porter Creek Avenue and the property line in Porter Slough includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 6.
8. District No. 12 = Westwood Estates Unit 5, Phase 2, located along Henderson Avenue and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12
9. District No. 18 = Ohio North Subdivision located on Ohio Way Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 18.
10. District No. 20 = West View Place Subdivision located on Median Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 20.
11. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 24.
12. District No. 31 = Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 31.
13. District No. 35 = Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 35.

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 5 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 144-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
5. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

6. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 6," heretofore approved by the City Council of said City by Resolution No. 89-99, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 12" heretofore approved by the City Council of said City by Resolution No. 80-95, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
9. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 18" heretofore approved by the City Council of said City by Resolution No. 22-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
10. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 20" heretofore approved by the City Council of said City by Resolution No. 30-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
11. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 24" heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
12. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 31" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

13. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 35" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

REPORT OF ENGINEER

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2013-2014 Fiscal Year" will be filed in the Office of the City Clerk of said City, and prepared for the 2013-2014 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 5. Notice is hereby given that on the 6th day of August 2013, at the hour of 6:30 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 6. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 7. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED 16th day of July 2013.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: REVIEW AND UPDATE STATEMENT OF INVESTMENT POLICY

SOURCE: Finance Department

COMMENT: Prior to Chapter 889, Statutes of 2004 (AB 2853), California Government Code Section 53646 required the City Treasurer to annually render an investment policy to be considered at a public meeting. Changes to the investment policy were required to be considered and approved by the legislative body. With AB 2853, the requirement to submit investment policies was made optional, and instead, encouraged to serve public interest.

The City of Porterville's Statement of Investment Policy was last considered and approved by the City Council in July of 2006. Staff believes that it would be prudent to review and update the current investment policy for changes in the statutes that may impact the policy and other necessary modifications. If Council so desires, the City of Porterville Internal Audit Committee may be tasked to perform a review of the policy and make appropriate revisions to it for consideration of the City Council.

RECOMMENDATION: That City Council refer the review and update of the City of Porterville's investment policy to the Audit Committee.

ATTACHMENT: Statement of Investment Policy

CITY OF PORTERVILLE

Statement of Investment Policy April 2006 (Amended June 3, 2006)

INTRODUCTION

The City of Porterville has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities, which comprise good cash management, include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing programs which coordinate working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

SCOPE

It is intended that this investment policy cover all funds and investment activities under the direct authority of the City of Porterville organization. This policy does not cover any funds held by the fiscal agent in connection with the issuance of any bonds by the City. Such funds shall be invested in accordance with the applicable trust indenture.

PHILOSOPHY

The basic premise underlying Porterville's investment philosophy is to insure that money is always available when needed. An amount of not less than one month's payables and one month's payroll, about \$2.5 million, is maintained in immediately available investments, such as the State Treasurer's Local Agency Investment Fund or other cash equivalents. This may include commercial paper or banker's acceptances.

Porterville takes an active investment posture in an attempt to earn a higher yield. This investment posture is best demonstrated by the City's long-term investments. By taking advantage of the positive yield curve (i.e., longer term rates are higher than shorter maturities), in the long run, the City should average a higher yield.

The City's investments will be limited to an average life of three years or less. When the market warrants purchase of longer maturities to capture a higher rate of return, purchases will be limited to United States Treasury Notes and Bonds and Mortgage Backed Securities. No investment will be made in securities that have a final maturity over five years.

The economy and various markets are monitored carefully to assess the probable course of interest rates. In a market with increasing interest rates, the City will attempt to invest in securities with shorter maturities. This makes funds available for other investments when the interest rates are higher. When interest rates appear to be near a relatively high rate, the City will attempt to purchase investments with medium to long-term maturities to lock in the higher rate of return. When interest rates are falling, the City will invest in securities with longer maturities to hold the higher rate for a longer period of time.

The City will also take advantage of any new vehicle that becomes eligible for municipal

investment only after a detailed study of the investment, its safety, liquidity, and yield.

PRUDENCE

The City adheres to the guidance provided by the "prudent person standard," as set forth in Government Code section 53600.3, which specifically addresses public investing, as follows:

"Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired by law."

The primary objective is to safeguard the principal of the funds under the City's control. The secondary objective is to meet the liquidity needs of the City. The third objective is to achieve a return on the funds. Porterville strives to maintain the level of investment of all funds as near 100% as possible through daily and projected cash flow determinations. Investments are made so maturities match or precede the cash needs of the City. The City will maintain adequate cash availability and maximum yield on invested funds while insuring that principal invested is protected from loss.

INVESTMENT CRITERIA

Criteria for selecting investments are:

1. Safety;
2. Liquidity; and
3. Yield.

Porterville attempts to obtain the highest yield available when selecting investments, provided that criteria for safety and liquidity are met. Because ordinarily yield curves are positively sloped, (i.e., longer term rates are higher than shorter maturities), the City attempts to ladder its maturities. This meets anticipated cash needs in such a way that new investment money can be placed in maturities that carry a higher rate than is available in the extremely short market of 90 days or under.

Government and agency paper are the highest quality investments available in terms of safety and liquidity. Certificates of deposit, savings accounts, and bankers acceptances are insured or collateralized. Only direct-issue commercial paper, with A-1 Moody's and Standard and Poor's ratings, will be purchased. These quality-rating criteria shall apply at the time of investment. Should a particular issuer fall below these standards ("be downgraded") while the investment is in the City's portfolio, the prudent investor rule shall apply. Negotiable Certificates of Deposit are not insured or collateralized.

Most investments are highly liquid, with the exception of collateralized certificates of deposit held by banks, savings and loans, and Small Business Administration notes. Maturities are

selected to anticipate cash needs, thereby avoiding the need for forced liquidation.

STATE AND CHARTER REGULATIONS

The City operates its investment pool with many State and self-imposed constraints. In accordance with SB 564 and SB 866, effective January 1, 1996, the City Treasurer will bring this Policy before City Council annually for its reaffirmation. Government Code Section 53601 restricts the City portfolio mix to:

1. 30% in Medium Term Notes;
2. 30% in Negotiable Certificates of Deposit;
3. 40% in Bankers Acceptance Notes, not to exceed 180 days in maturity; and
4. 25% in Commercial Paper, not to exceed 270 days in maturity.

These restrictions primarily apply to short-term investments and are interpreted to apply at the time of investment. If, as the portfolio mix changes over time, a particular segment exceeds these restrictions, the prudent investor rule shall apply. The City does not buy stocks and it does not speculate.

The City will be selective in purchasing long-term negotiable certificates of deposit and medium term notes, placing such an investment only with a large stable institution.

MATURITY OF INVESTMENTS

The City of Porterville will operate a portfolio with an average life of three years or less. This is to insure liquidity and the ability to move with changing markets and interest rate movements.

Accordingly, no investment will be made in securities that have a final maturity over five years. The long-term securities shall only be Treasury Notes and Bonds and Mortgage Backed Securities.

SECURITIES DEALERS AND BROKERS

The City of Porterville will undertake a yearly review of its broker/dealer relationships. The City will deal generally with the major broker/dealer firms or major banks in the country and then with only their institutional investment divisions. Primary government securities dealers are preferred for conducting transactions of all eligible securities. Primary dealers must report daily to the Federal Reserve, are very tightly regulated, and must keep specified levels of working capital. Secondary dealers are those dealers who buy and sell securities in the open market. Secondary and other security dealers who wish to engage in transactions with the City must meet the City's requirements for reliability and safety and be approved prior to purchase. These relationships are formalized through a corporate statement. The City will deal with both after meeting the City's requirements.

The City shall also be open to contracting investment management services for a portion of the portfolio. That portion shall be limited to longer-term investments of two years or longer. Any investment management firm contracted shall meet criteria established by the Finance Department. All investments made under contract will be purchased in the City's name and in accordance with the guidelines established by the City's investment policy.

PERIODIC REPORTING

Also in accordance with SB 564 and SB 866, each quarter, the City Treasurer will issue a report of the City's current investment portfolio, detailing securities, purchase and maturity date, and

face and market value. This report will also confirm that current portfolio holdings are in compliance with this policy and that the City's cash needs will be met.

Each quarter some of the long-term investments will be reviewed in order to determine if it is advantageous to sell those securities and purchase others. The review will consider current market conditions and various spread relationships among security types. The monitoring of the conditions set forth in this policy statement is the responsibility of the City Treasurer or delegate.

TYPES OF INVESTMENTS

Cash management and investment transactions are the responsibility of the City Treasurer or delegated investment officer. The following City of Porterville employees are defined as authorized investment officers:

John Longley, City Manager
John Lollis, Administrative Services Manager
Maria Bemis, Acting Chief Financial Officer

Investments are made in the following:

1. Securities of the U.S. Government

Securities of the Government include U.S. Treasury bills, notes and bonds.

U. S. Treasury Bills - are issued by the U.S. Treasury and are available in maturities out to one year. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

Treasury Notes - are issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form. Interest is payable at six month intervals until maturity.

Treasury Bonds - are issued by the U.S. Treasury with maturities of ten years to thirty years. The City may purchase the interest and/or principal of a U.S. Treasury Bond. A principal only instrument is commonly called a "stripped" or "zero" coupon. Stripped coupons are sold at discount basis. The face amount is paid at maturity.

2. Securities of U.S. Government Agencies

The United States Treasury initially financed the capital of U.S. Government agencies. But as they have grown and operated profitably over the years, the Treasury's investment has been replaced in large measure by private capital. At the present time, obligations of only a few agencies are backed by the full faith and credit of the U.S. Government. The obligations of all the federal agencies described in the following sections are not guaranteed by the U.S. Government with the exception of Government National Mortgage Association, but are considered to be investments of the highest quality.

Federal National Mortgage Association (Fannie Mae) is a quasi-public corporation created by an act of Congress to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. FNMA issues Notes and Bonds. Notes are issued with maturities of less than one year with

interest paid at maturity. Bonds are issued for 15 and 30 year maturities with interest paid semi-annually. Interest is computed on a 30/360-day basis. There is a strong secondary market in these securities. A secondary market means these instruments are actively traded, they are bought and sold daily.

Government National Mortgage Association (Ginnie Mae) is a wholly owned corporate instrumentality of the United States within the Department of Housing and Urban Development. A certificate collateralized by FHA/VA residential mortgages represents a share in a pool of FHA or VA mortgages. Ginnie Maes are registered securities. Principal and interest are paid monthly and sent directly from the issuer of the pool, usually a mortgage banker, to the City. Original maturities range from 12 to 30 years with a 7 to 12-year assumed average life (Assumed average life is due to prepayments of mortgages).

Federal Home Loan Banks provide credit to member lending institutions such as savings and loan associations, cooperative banks, insurance companies and savings banks. The agency offers bonds in the public market with maturities of one year to ten years. These bonds are usually offered on a quarterly basis depending on the current demands of the housing industry. Interest is paid semi-annually on a 30/360 day basis.

Federal Farm Credit Banks are debt instruments issued to meet the financial needs of farmers and the national agricultural industry. Discount notes are issued monthly with 6 and 9-month maturities. Discount notes pay interest at maturity. Longer-term debentures (2-5 years) are also issued. Debentures pay interest semi-annually on a 30/360 day basis. These issues enjoy an established secondary market.

Small Business Administration Loans (SBA). The Small Business Administration is an independent agency of the United States government that furnishes financial and management assistance to small businesses. The SBA guarantees the principal portion of the loans it approves. Porterville purchases the guaranteed portion of these loans. Maturity can be for 1 year to 30 years. These loans can be either set at a fixed rate or variable rate that is usually tied to the prime rate. Principal and interest are paid monthly on a 30/360-day basis.

Federal Home Loan Mortgage Corporation (Freddie Macs) participation certificates are backed by 30-year conventional residential mortgages and are 100 percent guaranteed by the Federal Home Loan Mortgage Corporation. The Federal Home Loan Mortgage Corporation is wholly owned by the Federal Home Loan Banks. The Mortgage Corporation is a corporate instrumentality of the United States. Freddie Macs are registered securities. Principal and interest passed through the Mortgage Corporation and then to the City monthly. These instruments have an assumed life of approximately 12 years and pay on a 30/360-day basis.

Other U.S. government securities available to the City for investment purposes include: Student Loan Marketing Association (SLMA or Sallie Mae), Aid for International Development (AID), and debentures of Tennessee Valley Authority (TVA). However, these instruments are not offered on a regular basis and do not offer the same liquidity as the before mentioned instruments.

3. Time Deposits or Certificates of Deposit

Time deposits are placed with commercial banks and savings and loan agencies. A time deposit is a receipt for funds deposited in a financial institution for a specified period of time at a specified rate of interest. Generally, the time is 3 months to 5 years.

Denominations can be any agreed upon amount and interest is normally calculated using actual number of days on a 360-day year and paid monthly. Deposits of \$100,000 (commonly referred to as Jumbo C.D.'s) per institution are insured by the government and collateralized Certificates of Deposit can be supported by either 110% Government agency notes or 150% mortgages currently held by the bank or savings and loan. An institution must meet the following criteria to be considered by the City:

1. The institution must maintain a net worth to asset ratio of at least 3% and a positive earnings record;
2. The institution must be in compliance with the Financial Institution Reform Act (FIRREA) capital ratio requirements for risk-based, tangible, and core capital; and
3. The institution must make available a current FDIC call reports (banks) or FHLB report. A call report presents the financial condition of the institution to the agency with oversight responsibility of that institution.

4. Negotiable Certificates of Deposit

Negotiable Certificates of Deposit are a form of Certificate of Deposit that have been an important money market instrument since 1961 when commercial banks began issuing them and a secondary market developed to provide liquidity. Since these certificates of deposit can be traded in the secondary market, they are negotiable instruments, hence their name negotiable certificate of deposit. They are supported only by the strength of the institution from which they are purchased. This is a riskier investment that provides a higher yield than regular certificates of deposit. Some issues have quarterly floating rates that mean they will more closely approximate the market in yield. Interest is paid semi-annually (quarterly on the floaters) computed on a 30/360-day basis. Maturities range from 3 months to 2 years. Negotiable Certificates of Deposit are generally issued in blocks of \$1 million, \$5 million, \$10 million and so on.

The City will restrict its investments in Negotiable Certificates of Deposit to the 100 largest United States banks and 100 largest international banks according to asset size. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment. As a general rule, the City will not place more than 15% of its portfolio in Negotiable Certificates of Deposit with one institution or 20% of its portfolio with any one Commercial Bank or savings and loan association in any form of Certificate of Deposit.

5. Bankers Acceptance Notes

A banker's acceptance (B.A.) is a unique credit instrument used to finance both domestic and international transactions. As a money market instrument, it is an attractive short-term investment. When a bank "accepts" such a time draft, it becomes, in effect, a predated certified check payable to the bearer at some future, specified date. Little risk is involved because the commercial bank assumes primary liability once the draft is accepted. Banker's acceptances are frequently in odd amounts. Maturities normally range from 30 up to 180 days. Banker's acceptances are sold at a discount. This means, the face amount is received at maturity. The City will purchase B.A.'s only of the top 100 U.S. or Foreign Banks. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment.

6. Commercial Paper

Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short-term basis. Commercial paper can be purchased on an interest bearing or discount basis. Interest bearing instruments pay interest semi-annually. Discounted instruments pay interest at maturity. The City will invest in commercial paper only if the yields are attractive, and if the paper is rated A-1 by Moody's and by Standard & Poor's rating services. Maturities range from 30 to 180 days with interest computed on a 30/360-day basis.

7. Medium Term Notes

In recent years, this financing mechanism has grown, providing capital to the private sector, and diminishing the Negotiable Certificate of Deposit market. The trend towards medium term notes related to buyer and seller flexibility and convenience. The notes are issued on any given date and maturing on a negotiated date. They generally range from 2 to 5 years in maturity. This market provides an excellent alternative to Negotiable C.D.'s. The City will only purchase Medium Term Notes with ratings of A or better with maturities of 5 years or less. Their interest is calculated on a 30/360-day basis like Agency bonds. Interest is paid semi-annually.

8. Local Agency Investment Fund demand deposit

The Local Agency Investment Fund (LAIF) was established by the state to enable treasurers to place funds in a pool for investments. The LAIF has been particularly beneficial to those jurisdictions with small portfolios. Each agency is limited to an investment of \$15.0 million. Porterville uses this fund for short-term liquidity, investment, and yield when rates are declining. Funds are available on demand. At present, two accounts have been opened; one for the City and one for Porterville Redevelopment Agency. Interest is paid quarterly.

9. Central San Joaquin Valley Risk Management Authority (CSJVRMA) investment pool

As a member city of the CSJVRMA, the City accepted the opportunity in July 2001 to participate in its sponsored investment pool. The pool is managed by Chandler Asset Management and invests in agency instruments such as Federal Home Loan Bank, treasuries and high-grade corporate stock. Funds are available on demand, with interest paid quarterly.

9. County of Tulare investment pool

Porterville participates in the County of Tulare's investment pool that is managed by the County Treasurer, O. Gerald Fields. The County invests in the same type of State-approved instruments, as does the City. Funds are available on demand, and interest is paid quarterly.

SUBJECT: ADOPTION OF ANNUAL APPROPRIATION LIMIT

SOURCE: Finance Department

COMMENT: Article XIII – B of the California Constitution requires that each governmental agency must adopt an appropriation limit each fiscal year. This limit represents the maximum amount of tax revenue that can be appropriated during the fiscal year.

The State Department of Finance has provided the percentage change in population for the City of Porterville and the percentage change in per capita personal income for the 2013/2014 fiscal year calculation. Based on this information and the guidelines established by the State, the appropriation limit for 2013/2014 fiscal year is \$55,405,944. Budgeted tax proceeds subject to limitation are \$19,070,863. The City continues to appropriate well below the maximum limit allowed by law.

RECOMMENDATION: That the City Council approve the attached resolution adopting the appropriation limit of \$55,405,944 for the 2013/2014 fiscal year.

ATTACHMENTS: Draft Resolution
Worksheets

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

Item No. 14

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE SETTING THE APPROPRIATION LIMIT FOR THE
2013/2014 FISCAL YEAR

WHEREAS, Article XIII – B of the California Constitution requires that each governmental agency adopt an appropriation limit each fiscal year; and

WHEREAS, the State of California has presented the guidelines for the consumer price index, the per capita personal income, and the population data for local governments to compute the appropriation limit;

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville, the appropriation limit for the 2013/2014 fiscal year is \$55,405,944 as computed on the attached worksheet.

Passed, approved and adopted this 16th day of July 2013.

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2013-2014

	GENERAL	MEAS H	SPECIAL GAS TAX	LTF	TRAFFIC SAFETY	ZALUD ESTATE	CDBG	TRANSIT	COPS	SEWER OPER	SOLID WASTE	AIRPORT	GOLF COURSE	WATER OPER	GEN GOV DEBT SERV	
PROPERTY TAXES	6,980,762															
SALES & USE TAXES	4,032,651	2,939,507														
UTILITY USERS TAX	4,000,000															
TRANSIENT OCCUPANCY TAX	315,000															
BUSINESS LICENSE	200,000															
OTHER TAXES	1,471,134															
FRANCHISE FEES	327,000															
PERMITS																
REVENUE FROM STATE																
MOTOR VEHICLE IN LIEU	29,379															
HOMEOWNERS RELIEF	28,000															
OTHER REV FR STATE	1,674,522															
OTHER INTERGOVTAL REV	233,000															
USE OF MONEY & PROPERTY																
INTEREST	125,000	35,000	20,000	8,000	300	800	20,000	100	1,000	15,000	5,000	7,000		15,000	5,000	
RENT	102,277							20				157,236				
FINES & FORFEITURES	65,000				150,000											
CHARGES FOR SERVICES	3,898,770					3,500	149,022	416,065		6,495,300	5,489,000	1,371,300	223,000	4,777,000		
OTHER REVENUES	182,000					2,000		100,000		187,454	96,000	735	2,400	95,000		
	24,069,495	2,974,507	2,063,576	6,250,900	150,300	6,300	1,039,716	6,265,851	176,800	6,697,754	5,590,000	1,556,271	225,400	4,887,000	5,000	
PROPERTY TAXES																
SALES & USE TAXES																6,990,762
UTILITY USERS TAX																6,972,158
TRANSIENT OCCUPANCY TAX																4,000,000
BUSINESS LICENSE																315,000
OTHER TAXES																395,000
FRANCHISE FEES																200,000
PERMITS																1,471,134
REVENUE FROM STATE																327,000
MOTOR VEHICLE IN LIEU																29,379
HOMEOWNERS RELIEF																28,000
OTHER REV FR STATE																4,435,198
OTHER INTERGOVTAL REV																15,665,327
USE OF MONEY & PROPERTY																558,200
INTEREST																274,533
RENT																215,000
FINES & FORFEITURES																31,882,615
CHARGES FOR SERVICES																1,973,981
OTHER REVENUES																75,733,287

* Source: City of Porterville 2013-2014 Original Budget adopted by City Council on June 18, 2013.

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2013-2014

PROCEEDS OF TAXES CALCULATION **APPROPRIATION LIMIT CALCULATION**

	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES	YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
PROPERTY TAXES	6,990,762		6,990,762	1986-1987	BASE YEAR		10,422,371
SALES & USE TAXES	6,972,158		6,972,158	1987-1988	3.47%	1.75%	10,972,748
UTILITY USERS TAX	4,000,000		4,000,000	1988-1989	4.66%	2.27%	11,744,767
TRANSIENT OCCUPANCY TAX	315,000		315,000	1989-1990	5.19%	8.28%	13,377,258
BUSINESS LICENSE	395,000		395,000	1990-1991	4.21%	7.03%	14,920,454
OTHER TAXES	200,000		200,000	1991-1992	4.14%	3.79%	16,127,057
FRANCHISE FEES		1,471,134	1,471,134	1992-1993	-0.64%	4.51%	16,746,519
PERMITS		327,000	327,000	1993-1994	2.72%	4.26%	17,934,831
REVENUE FROM STATE				1994-1995	0.71%	3.63%	18,717,825
MOTOR VEHICLE IN LIEU	29,379		29,379	1995-1996	4.72%	2.40%	20,071,738
HOMEOWNERS RELIEF	28,000		28,000	1996-1997	4.67%	2.85%	21,607,847
OTHER REV FR STATE		4,435,198	4,435,198	1997-1998	4.67%	2.71%	23,229,852
OTHER INTERGOVTAL REV		15,665,327	15,665,327	1998-1999	4.53%	2.05%	24,779,949
USE OF MONEY & PROPERTY				1999-2000	4.91%	1.61%	26,415,190
INTEREST	140,564	417,636	558,200	2000-2001	7.82%	1.33%	28,859,653
RENT		274,533	274,533	2001-2002	-1.27%	2.07%	29,082,943
FINES & FORFEITURES		215,000	215,000	2002-2003	2.31%	2.56%	30,516,481
CHARGES FOR SERVICES		31,882,615	31,882,615	2003-2004	3.28%	2.43%	32,283,295
OTHER REVENUES		1,973,981	1,973,981	2004-2005	5.26%	2.45%	34,813,941
				2005-2006	3.96%	2.18%	36,981,571
	19,070,863	56,662,424	75,733,287	2006-2007	4.42%	14.26%	44,122,820
				2007-2008	4.29%	1.99%	46,931,401
				2008-2009	0.62%	1.79%	48,067,656
				2010-2011	-2.54%	1.98%	47,774,303
				2011-2012	2.51%	1.47%	49,693,348
				2012-2013	3.77%	1.28%	52,226,842
				2013-2014	5.12%	0.92%	55,405,944
				PROCEEDS OF TAXES			19,070,863
				PROCEEDS OF TAXES UNDER APPROPRIATION LIMIT			36,335,081

[1] Per City of Porterville 2013-2014 Annual Budget adopted by City Council on June 18, 2013.

[2] Per State Department of Finance (per capita personal income).

[3] Per State Department of Finance (population growth of City or County, whichever is greater).

COUNCIL AGENDA – JULY 16, 2013

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

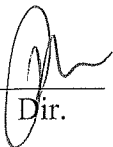
SOURCE: ADMINISTRATIVE SERVICES/ HUMAN RESOURCES

COMMENT: The City and Porterville City Firefighters Association (PCFA) previously entered into a Memorandum of Understanding covering the period of July 1, 2011 through June 30, 2014. The MOU provided the City with the right to re-open negotiations on a salary increase scheduled for July 1, 2013 under certain financial conditions. The City exercised its right to re-open, has met and conferred with PCFA, and has reached an agreement with PCFA on modifications to the existing MOU.

City Council acceptance and approval of a Memorandum of Understanding is most commonly demonstrated by Council authorization, via resolution, to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the Memorandum of Understanding or any amendment thereof.

RECOMMENDATION: That the City Council approve the attached draft resolution amending the Employee Pay and Benefit Plan for all PCFA employees.

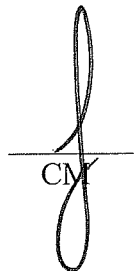
ATTACHMENT: Draft Resolution



Dir.



Approp./
Funded



CM

Item No. 15

RESOLUTION NO. ____-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN

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 keeping provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, the City has exercised its right to re-open negotiations with the Porterville City Firefighters Association (PCFA) pertaining to a scheduled July 1, 2013 salary increase; and

WHEREAS, the City and PCFA have met and conferred and reached concurrence on modifications to the existing Memorandum of Understanding.

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

I. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

FY 2013/2014

Effective 07-01-13, PCFA employees shall continue to pay four percent (4%) of the employer contribution rate.

II. SALARIES

Effective 07-01-13, PCFA employees shall receive a one percent (1%) salary increase.

III. CONTINUING BENEFITS

All other terms and conditions of the July 1, 2011 to June 30, 2014 Memorandum of Understanding shall remain in full force and effect.

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

PASSED, APPROVED, AND ADOPTED this _____ day of July, 2013.

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: BUDGET ADJUSTMENT FOR THE 2013-14 FISCAL YEAR

SOURCE: Finance Department

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

The following are adjustments proposed for Council consideration:

Porterville City Firefighters Association Salaries and Benefits

With the execution of a new Memorandum of Understanding between the City of Porterville and the Porterville City Firefighters Association (PCFA), for the period beginning July 1, 2013 to June 30, 2014, which provided for a 1% salary increase to the employees represented, an adjustment to increase the appropriation for salaries with the corresponding increase in benefits in the General Fund and the Measure H Fund is requested. Staff proposes additional salaries and benefits of \$14,588 for the General Fund and \$5,092 in the Measure H Fund with funding from the respective operating revenues.

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

ATTACHMENT: Schedule of Budget Adjustments

CITY OF PORTERVILLE

Budget Adjustment

Date: July 16, 2013

FUND - ACCT	NO.	DESCRIPTION	FUNDING SOURCE	DOLLAR AMOUNT
001-5021-001-01	1	Increase in salaries of employees represented by PCFA per MOU from 07-01-13 to 06-30-14.	Gen Fund Revenue	\$10,434
001-5021-001-09	2	Increase in benefits of employees represented by PCFA corresponding to the increase in salaries.	Gen Fund Revenue	\$4,154
004-5021-001-01	3	Increase in salaries of employees represented by PCFA per MOU from 07-01-13 to 06-30-14.	Measure H Revenue	\$3,645
004-5021-001-09	4	Increase in benefits of employees represented by PCFA corresponding to the increase in salaries.	Measure H Revenue	\$1,447

Modification No:1-13/14

COUNCIL AGENDA: JULY 16, 2013

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - BOYS AND GIRLS CLUB OF PORTERVILLE - FAMILY CONCERT AT MURRY PARK – AUGUST 24, 2013

SOURCE: Finance Department

COMMENT: The Boys & Girls Club of Porterville and Nico's Concessions are requesting approval to hold a family concert at Murry Park on Saturday, August 24, 2013 from 4:00 p.m. to 9:00 p.m. This concert will be held near the Community Pool and proceeds will benefit Boys & Girls Club of Porterville.

This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended and has been routed according to the ordinance regulations and reviewed by all departments involved. All requirements are listed on the attached Application, Agreement and Exhibit A and Exhibit B.

RECOMMENDATION: That Council approve the Community Civic Event Application and Agreement from Boys and Girls Club of Porterville and Nico's Concessions, subject to the Restrictions and Requirements contained in Application, Agreement, Exhibit A and Exhibit B.

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

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

Item No. 17

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/19/13 Event date: August 24, 2013
5/15/13 Event time: 4:00 pm - 10:00 pm
Name of Event: Free Family Concert in the Park

Sponsoring organization: Bay Area Club Porterville Phone # (559) 756-5422
Address: 344 E. Main St. Porterville CA 93257
Authorized representative: Matthew Keel Phone # (559) 756-5422
Address: _____

Event chairperson: Ridwan Sanchez Phone # (559) 354-4612
* 524 N. Belmont St Porterville CA 93257
Location of event 97 N. Park Rd.

(Location map must be attached)

Type of event: Free Family Concert

Non-profit organization status: 77-0309289

(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 6 Street sweeping Yes No ✓
Police protection Yes No ✓ Refuse pickup Yes No ✓
Other: _____

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

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

 **Authorized Representative Initials**

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

 **Authorized Representative Initials**

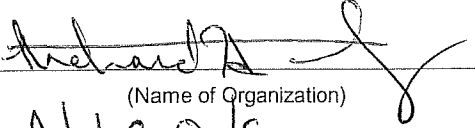
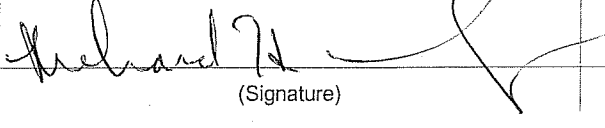
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 **Authorized Representative Initials**

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

 **Authorized Representative Initials**

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

 (Name of Organization) NICO'S	 (Signature)	5/14/13 (Date)
--	---	--------------------------

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

Location: 97 N. Park Drive Event date: 8/17/13 Event time: 4:00-10:00

[illegible]

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

CITY OF PORTERVILLE

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

Name of event: Free Family Concert in the Park

Sponsoring organization: Boys & Girls Club of Porterville

Event date: August 17, 2013 Hours: 4:00 pm - 10:00 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

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

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

BOYS & GIRLS CLUB OF PORTERVILLE
NICO'S CONCESSIONS

AUGUST 24, 2013

Finance Director:
M. Bemis

Business License has no
requirements.

Public Works Director:
B. Rodriguez

Community Development Director:
B. Dunlap

Field Services Manager:
B. Styles

No comments.

Fire Chief:
G. Irish

No comment.

Parks and Leisure Services Director:
D. Moore

Fill out Parks reservation form
and pick up debris following the
concert.

Police Captain:
D. Haynes

Please see proposed conditions
and requirements.

Administrative Services Director:
P. Hildreth

Please see Exhibit A, page 1.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Boys & Girls Club of Porterville
Event: Family Concert at Murry Park
Event Chairman: Richard Sanchez, Nico's Concessions
Location: Murry Park
Date of Event: August 24, 2013
Time of Event: 6:00 pm to 9:00 pm

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Boys & Girls Club – Free Concert in the Park
August 24, 2013

Proposed Conditions/Requirements for Event:

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure that all park property, streets and sidewalks in the area of the event are promptly cleared of any vehicles, equipment, booths or other materials related to the event.

Dan Haynes, Captain
Porterville Police Department



Concert Stage

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



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

1. Name and home address of the applicant: Richard Sanchez
524 N. Belmont St Porterville Ca 93257
2. Address where amplification equipment is to be used: 97 N. Park Drive
3. Names and addresses of all persons who will use or operate the amplification equipment: Richard Sanchez
524 N. Belmont St. Porterville Ca 93257
4. Type of event for which amplification equipment will be used: Concert
5. Dates and hours of operation of amplification equipment: August 24, 2013 4:00pm - 9:00pm
6. A general description of the sound amplifying equipment to be used: Microphone and Speakers

Section 18-9

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

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

Section 18-14

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

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

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

Richard Sanchez
Signature of Applicant

8/14/13
Date

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

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

6-26-13
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2013

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

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

PRODUCER Pacific Coast E&S Insurance Service 2235 MERCURY WAY, SUITE 110 SANTA ROSA CA 95407	CONTACT NAME:		
	PHONE (A/C, NO, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
	INSURER(S) AFFORDING COVERAGE		
INSURED NICO'S RICHARD SANCHEZ, DBA: 524 N. BELMONT PORTERVILLE, CA 93257	INSURER A: SCOTTSDALE INSURANCE COMPANY		14041297
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CPS1680386	04/22/2013	04/22/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS-COMP OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea Accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per Accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							EL DISEASE-EA EMPLOYEE	\$
							EL DISEASE-POLICY LIMIT	\$
		<input type="checkbox"/>	<input type="checkbox"/>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. / * 10 DAY NOTICE OF CANCELLATION DUE FOR NON PAYMENT OF PREMIUM.

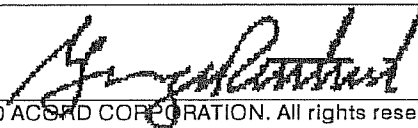
CERTIFICATE HOLDER

CANCELLATION

CITY OF PORTERVILLE
124 N. MAIN
PORTERVILLE, CA 93257

ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Copyright, 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF PORTERVILLE 124 N. MAIN PORTERVILLE, CA 93257
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

COUNCIL AGENDA: JULY 16, 2013

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – WAL-MART DISTRIBUTION AND VALLEY CHILDREN'S HOSPITAL – NEON CITY 5K RUN – SEPTEMBER 21, 2013

SOURCE: Finance Department

COMMENT: Wal-Mart Distribution Center and Valley Children's Hospital are requesting approval to hold a 5K run on Saturday, September 21, 2013, from 5:00 p.m. to 11:00 p.m. This evening run will start at the Porterville Fairgrounds. Requested street closure is West Street from W. Scranton Avenue to W. Edison Ct. Proceeds will benefit the Valley Children's Hospital.

This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended and has been routed according to the ordinance regulations and reviewed by all departments involved. All requirements are listed on the attached Application, Agreement and Exhibit A and Exhibit B.

RECOMMENDATION: That Council approve the Community Civic Event Application and Agreement from Wal-Mart Distribution Center and Valley Children's Hospital, subject to the Restrictions and Requirements contained in Application, Agreement, Exhibit A and Exhibit B.

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

D.D. MB Appropriated/Funded MB C.M. J Item No. 18

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

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

Application date: 6/9/13 Event date: 9/21/13
Event time: 5:00 pm - 11:00 pm

Name of Event: Neon City Run
VALLEY CHILDREN'S HOSPITAL

Sponsoring organization: Wal-Mart D.C. 6021 Phone # 554-783-1109
Address: 1305 S. F St. Porterville CA

Authorized representative: Marcos Zuniga Phone # 559-719-7625
Address: 1905 Martinho Ave Tulare CA

Event chairperson: Marcos Zuniga Phone # 554-719-7625
Diane @ Wal-Mart Distribution 783-6003

Location of event Porterville fair grounds, Teapot Dome Ave, Rd 224,
West St. (Location map must be attached)

Type of event: 5K run fundraiser for Children's Miracle
Network.

Non-profit organization status: 501-C3 BL# 02901
(IRS Determination)

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

Barricades (quantity):	<u>0</u>	Street sweeping	Yes	No	<u>X</u>		
Police protection	Yes	No	<u>X</u>	Refuse pickup	Yes	No	<u>X</u>
Other: _____							

Parks facility application required: Yes _____ No X Attached _____

Assembly permit required: Yes _____ No X Attached _____

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

Alcohol will not be served.

WJ Authorized Representative Initials

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

_____ Authorized Representative Initials

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

WJ Authorized Representative Initials

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

WJ Authorized Representative Initials

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

Wal-Mart DC. 6021	<u>WJ</u>	6/10/13
(Name of Organization)	(Signature)	(Date)

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

Location: fair grounds Event date: 9/21/13 Event time: 5:00pm

[illegible]

3 of 4

CITY OF PORTERVILLE

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

Name of event: Neon City Run

Sponsoring organization: Wal-Mart DC. 6021

Event date: 9/21/13 Hours: 5:00 pm - 11:00 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
Teapot Dome	7:00 pm	10:00 pm	SK Run
Rd 224	7:30 pm	10:00 pm	SK Run
West st	Scranton Ave	W. Edison, Ct.	SK Run
Dirt road off Rd 224	Rd. 224	* into city property by the football field, on to bathrooms, crossing into corner of Scranton + West	
		* please see map.	
		rv/generators	
5 Booths handing out bracelets, will supply Portable lighting			
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

WAL-MART DISTRIBUTION CENTER

VALLEY CHILDREN'S HOSPITAL

NEON CITY 5K RUN

SEPTEMBER 21, 2013

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Director:

B. Dunlap

No comment.

Field Services Manager:

B. Styles

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

Fire Chief:

G. Irish

No comment.

Parks and Leisure Services Director:

D. Moore

No vehicles to be parked on grass.
Participant safety will need to be
provided when participants are in east
unpaved parking lot at Sports Complex
and when they head west across the lot
onto Sports Complex grass.

Police Captain:

D. Haynes

See Conditions/Requirements for
Special Event in Exhibit B.

Administrative Services Director:

P. Hildreth

See attached Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Wal-Mart Distribution Center and Valley Children's Hospital
Event: Neon City 5K Run
Event Chairman: Marcos Zuniga
Location: Porterville Fairgrounds
Date of Event: September 21, 2013
Time of Event: 5:00 p.m. to 11:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

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

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

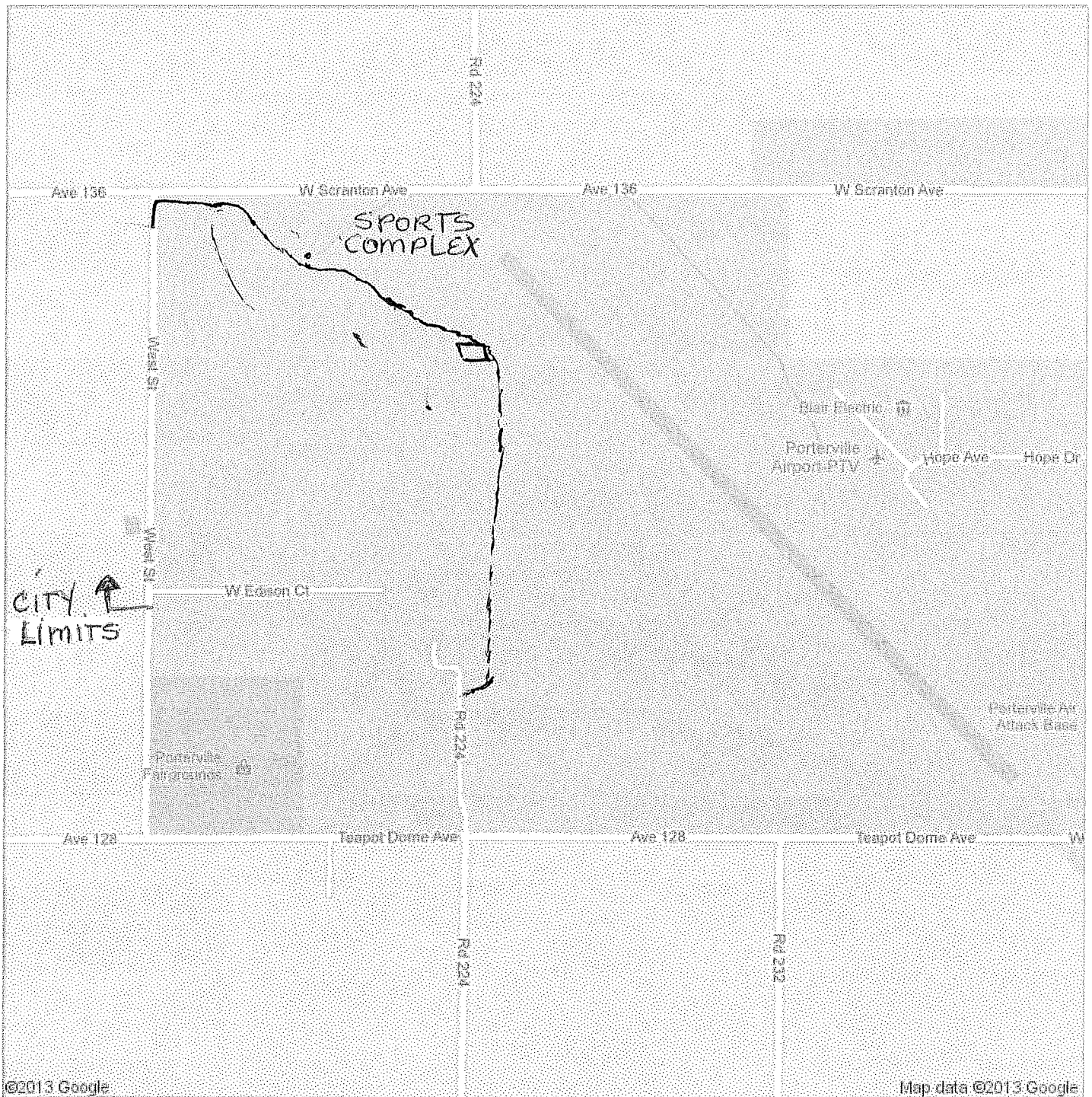
CITY OF PORTERVILLE
Community Civic Event Application

Neon City Run, Sept. 21, 2013

Proposed Conditions/Requirements/Recommendations:

- City Council approval is required for all roadway closures involving roadways within their jurisdiction.
- The proposed route is not clearly defined on the map provided. It appears that event organizers intend to close portions of West Street, Road 224 (North of Tea Pot Dome Avenue), and portions of Tea Pot Dome Avenue (Avenue 128). West Street and the portion of Road 124 stated are within the jurisdiction of the City of Porterville, but Tea Pot Dome Avenue falls within the jurisdiction of Tulare County and the California Highway Patrol. Those entities will have to be contacted for approval to close any portion of Tea Pot Dome Avenue.
- The Police Dept. **does not** recommend allowing closure of one-half of the street as proposed in the CCE application. Allowing closure of one-half of the street and allowing pedestrians to walk around on the other half creates a very unsafe condition. We believe this presents a significant hazard to participants and should not be permitted.
- Should the event and roadway closures be authorized, I make the following recommendations:
 - The effective use of cones and/or barricades to properly warn motorists of the street closure and keep them out.
 - At the conclusion of the event, the barricades or cones shall be removed from the roadway and the roadway shall be cleaned of any debris or hazards that could negatively affect traffic.
 - Event organizers **shall** contact Sergeant R. Carrillo of the Porterville Police Department/Traffic Unit for additional recommendations in relation to traffic concerns and the safety of event participants. 559-782-7408 or 559-782-7400.

Dan Haynes, Captain
Porterville Police Department
(559) 782-7565



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



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

- 1 Name and home address of the applicant: Marcos Zuniga
1905 Martinho Ave Tulare CA.
- 2 Address where amplification equipment is to be used: Porterville Fair grounds, Porterville sports complex.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: _____
- 4 Type of event for which amplification equipment will be used: Neon City Run
- 5 Dates and hours of operation of amplification equipment: 9/21/13 7:30pm
- 6 A general description of the sound amplifying equipment to be used: General D.J. equipment.

Section 18-9

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

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

Section 18-14

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

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

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

Signature of Applicant

Date

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

City of Porterville, Chief of Police/Designee

Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/11/2013

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

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PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: Walmart.certrequest@Marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
J48574-G A-WC-12-13 6021 EVENT		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED WAL*MART STORES, INC. Its Subsidiaries and Its Affiliates 702 Southwest 8th Street Bentonville, AR 72716		INSURER A : National Union Fire Insurance Company		19445	
		INSURER B : N/A		N/A	
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES
CERTIFICATE NUMBER:

NYC-006650178-01

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			7146363 \$1,000,000 Self-Insured Retention	09/15/2012	09/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N <input type="checkbox"/> N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: STORE #6021, 1300 SOUTH F STREET, PORTERVILLE, CA 93257; CMN FUND-RAISER - NEON CITY RUN; AVENUE 128/TEAPOT DOME AVENUE - ROAD 224 - WEST STREET
 COUNTY OF TULARE AND CITY OF PORTERVILLE ARE ADDITIONAL INSURED, ATIMA, WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
CANCELLATION

 CITY OF PORTERVILLE
 ATTN: PATRICE HILDRETH
 291 N. MAIN STREET
 PORTERVILLE, CA 93257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Laura Quackenbush

Laura Quackenbush

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 9/15/2012 forms a part of
Policy No. **GL 714-63-63** issued to **WAL-MART STORES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

SUBJECT: APPROVAL OF REFINANCING UNFUNDED CALPERS PUBLIC SAFETY PLAN SIDE FUND OBLIGATION

SOURCE: Administration

COMMENT: At its meeting on May 21, 2013, the City Council approved proceeding in the refinancing of the City's unfunded CalPERS Public Safety Plan Side Fund, and authorized the City Manager to sign the Term Sheet offered by Rabobank.


The Side Fund expense is part of the City's employer rate for CalPERS. The unfunded liability in the City's Side Fund is approximately \$3.6 million, and is calculated as 9.565% of the employer's share of the overall 31.234% Public Safety Plan CalPERS employer contribution rate for FY 2013/2014. The CalPERS Side Fund charges interest at a rate of 7.50%, equivalent to what CalPERS believes their annual average investment return rate would have been had they retained the funds to invest over twenty years.

Given the recent successful refinancing of the 2005 Certificates of Participation in coordination with Rabobank, the City was presented with an opportunity to pay off the Side Fund obligation by issuing a pension obligation bond through Rabobank at a 3.0% fixed interest rate. By refinancing the CalPERS Side Fund for public safety employees effective October 1, 2013, the City would realize at least \$315,000 in interest savings over the next seven (7) years, or the current term of the Side Fund obligation (please see attached Refunding Analysis).

To formally approve and proceed with the refunding of the CalPERS Public Safety Side Fund, a draft Resolution for bond issuance, Bond Purchase Agreement, and Legal Services Agreement for Bond Counsel have been prepared for consideration by the City Council.

RECOMMENDATION: That the City Council approve the refinancing of the CalPERS Public Safety Side Fund, and authorize the Mayor and City Manager to sign the draft Resolution, Agreements, and documents as may be required.

Dir. 

Appropriated/Funded 

C/M 

Item No. 19

ATTACHMENTS: 1. Refunding Analysis
 2. Draft Resolution
 3. Bond Purchase Agreement
 4. Legal Services Agreement of Bond Counsel
 5. City Council Agenda Item: May 21, 2013

WULFF, HANSEN & Co.

ESTABLISHED 1931
INVESTMENT BANKERS

351 CALIFORNIA STREET, SUITE 1000

SAN FRANCISCO 94104

(415) 421-8900

City of Porterville
CALPERS Safety Plan Side Fund
Refunding Analysis with Rabobank Interest Rate
Side Fund Valuation as of October 1, 2013 (FY 2012-13): \$3,617,667*
July 9, 2013

Refunding Taxable Issue Sizing: \$3,825,000 (\$3,617,667 plus COI, no RF)

<u>Year</u>	<u>FY</u>	<u>Side Fund Payments</u>	<u>Interest Rate</u>	<u>Estimated Debt Service</u>	<u>Savings</u>
	(CALPERS Amortization Schedule)				
1	2013-14	466,768 (9 months)			
2	2014-15	641,029			
3	2015-16	660,260			
4	2016-17	680,068			
5	2017-18	700,470			
6	2018-19	721,484			
7	2019-20	743,128			
		\$4,613,207	3.00%	\$4,297,558	\$315,649
		Estimated Savings: \$315,649 or 6.84%			

* Side Fund payoff amount per CALPERS as of October 1, 2013 of \$3,617,667
(\$3,709,434 less 25% of 2013-14 FY Principal)

Sources and Uses of Funds

Total Sources:		<u>\$3,825,000</u>
Uses of Funds:		
Side Fund Pay Off		\$3,617,667
COI: Rabobank	40,000	
Bank Counsel	20,000	
Bond Counsel	50,000	
City Attn for Validation	10,000	
Placement Fee	76,300	
Miscellaneous	<u>11,033</u>	
Total COI		<u>207,333</u>
Total Uses of Funds		<u>\$3,825,000</u>

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE ISSUANCE OF ITS 2013 TAXABLE PENSION
OBLIGATION REFUNDING BOND**

Adopted _____, 2013

TABLE OF CONTENTS

ARTICLE I	2
DEFINITIONS; RULES OF CONSTRUCTION	2
SECTION 1.01. <i>Interpretation</i>	2
SECTION 1.02. <i>Definitions</i>	2
ARTICLE II	5
AUTHORIZATION AND TERMS OF BONDS	5
SECTION 2.01. <i>Authorization and Purpose of Bonds</i>	5
SECTION 2.02. <i>Terms of the Bonds</i>	6
SECTION 2.03. <i>Redemption of Bonds</i>	6
SECTION 2.04. <i>Form and Execution of Bonds</i>	8
SECTION 2.05. <i>Transfer and Exchange of Bonds</i>	8
SECTION 2.06. <i>Registration Books</i>	9
SECTION 2.07. <i>Bonds Mutilated, Lost, Destroyed or Stolen</i>	9
ARTICLE III	10
DEPOSIT AND APPLICATION OF PROCEEDS OF BONDS	10
SECTION 3.01. <i>Issuance of Bonds</i>	10
SECTION 3.02. <i>Deposit and Application of Proceeds</i>	10
SECTION 3.03. <i>Validity of Bonds</i>	10
ARTICLE IV	11
SECURITY OF BONDS; FLOW OF FUNDS; INVESTMENTS	11
SECTION 4.01. <i>Security of Bonds; Equal Security</i>	11
SECTION 4.02. <i>Debt Service Fund; Transfer of Amounts to Trustee</i>	11
SECTION 4.03. <i>Investment of Moneys in Funds</i>	12
ARTICLE V	12
OTHER COVENANTS OF THE CITY	12
SECTION 5.01. <i>Punctual Payment</i>	12
SECTION 5.02. <i>Budget and Appropriation of Debt Service; Certification to Trustee</i>	12
SECTION 5.03. <i>Books and Accounts; Financial Statements; Additional Information</i>	12
SECTION 5.04. <i>Protection of Security and Rights of Owners</i>	13
SECTION 5.05. <i>Further Assurances</i>	13
ARTICLE VI	14
PAYING AGENT	14
SECTION 6.01. <i>Appointment of Paying Agent</i>	14
ARTICLE VII	14
MODIFICATION OR AMENDMENT OF THIS INDENTURE	14
SECTION 7.01. <i>Amendments Permitted</i>	14
SECTION 7.02. <i>Effect of Supplemental Indenture</i>	15
SECTION 7.03. <i>Endorsement or Replacement of Bonds After Amendment</i>	15
SECTION 7.04. <i>Amendment by Mutual Consent</i>	15
ARTICLE VIII	16
EVENTS OF DEFAULT AND REMEDIES	16
SECTION 8.01. <i>Events of Default</i>	16
SECTION 8.02. <i>Remedies of Bondowners</i>	16
SECTION 8.03. <i>Non-Waiver</i>	17
SECTION 8.04. <i>Remedies Not Exclusive</i>	17
SECTION 8.05. <i>Default Interest Rate</i>	17

ARTICLE IX.....	18
MISCELLANEOUS.....	18
SECTION 9.01. <i>Benefits Limited to Parties; Rights of Bond Insurer</i>	18
SECTION 9.02. <i>Successor is Deemed Included in All References to Predecessor</i>	18
SECTION 9.03. <i>Defeasance of Bonds</i>	18
SECTION 9.04. <i>Execution of Documents and Proof of Ownership by Owners</i>	19
SECTION 9.05. <i>Waiver of Personal Liability</i>	19
SECTION 9.06. <i>Notices</i>	19
SECTION 9.07. <i>Partial Invalidity</i>	20
SECTION 9.08. <i>Unclaimed Moneys</i>	20
SECTION 9.09. <i>Governing Law</i>	20
SECTION 9.10. <i>Validation Action</i>	20
SECTION 9.11. <i>Appointment of Placement Agents and Bond Counsel</i>	20
SECTION 9.12. <i>Approval of Form of Agreements and Execution Thereof</i>	21
SECTION 9.13. <i>Official Action</i>	21
SECTION 9.14. <i>Effective Date of Resolution</i>	21
APPENDIX A - FORM OF BOND	
APPENDIX B - FORM OF CITY CERTIFICATE REGARDING BUDGET AND APPROPRIATION OF DEBT SERVICE	

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AUTHORIZING THE ISSUANCE OF ITS 2013
TAXABLE PENSION OBLIGATION REFUNDING BOND**

WHEREAS, the City of Porterville (the "City") has previously elected to become a contracting member of the California Public Employees' Retirement System ("PERS"), and under its contract with PERS the City is obligated to make certain payments to PERS in respect of retired public safety employees under the Side Fund program of PERS which amortizes such obligations over a fixed period of time; and

WHEREAS, the City is a municipal corporation and charter city duly organized and existing under the Constitution and laws of the State of California and is desirous of refunding its public safety employee side fund owing to PERS (the "Side Fund Obligation"), thereby effectuating substantial savings in the form of lower interest costs related thereto; and

WHEREAS, the City is authorized under the provisions of Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53580 of said Code (the "Bond Law"), to issue its bond for the purpose of refunding certain outstanding indebtedness of the City, including the PERS Side Fund Obligation; and

WHEREAS, the City Council now desire to authorize the issuance of its 2013 Taxable Pension Obligation Refunding Bond;

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

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof, unless otherwise expressly set forth.

SECTION 1.02. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms used herein shall have the meanings ascribed to them below:

"Bond" means the City of Porterville 2013 Taxable Pension Obligation Bond issued by the City in the aggregate principal amount of \$_____ under the Bond Law and this Resolution.

"Bond Counsel" means (a) Raymond M. Haight, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally-recognized experience in the issuance of obligations issued by public agencies.

"Bond Law" means the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code, as in effect on the Closing Date or as thereafter amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement executed by and between the City and the Purchaser, dated as of _____, 2013, and relating to the purchase of the Bond.

"Business Day" means a day of the year (other than a Saturday or Sunday) on which banks in California and in the City of Porterville are not required or permitted to be closed, and on which the New York Stock Exchange is open.

"Certificate of the City" means a certificate in writing signed by the Mayor of the City or the City Manager, or any other officer of the City duly authorized by the City for that purpose.

"City" means the City of Porterville, a municipal corporation and charter city duly organized and existing under the Constitution and laws of the State of California.

"City Manager" means the City Manager of the City.

"City Representative" means the City Manager, Assistant City Manager, the City Finance Director, or any other person authorized by resolution of the City Council to act on behalf of the City with respect to this Resolution and the Bond.

"Closing Date" means _____, 2013, being the date on which the Bond is delivered by the City to the Original Purchaser in exchange for the purchase price of the Bond.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bond or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bond, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the City relating to the issuance, execution and delivery of the Bond including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, bond counsel fees and charges, legal fees and charges of counsel to the City with respect to the validation action herein referenced, and any other legal fees and charges (including fees of counsel to the Purchaser and the fees of Purchaser in making the loan to City in the form of the Bond), fees and expenses of financial and other professional consultants (including placement agent fees and expenses), and any other fees and expenses in connection with the execution and delivery of the Bond (including legal costs and fees and court costs associated with judicial validation of the Bond).

"Debt Service Fund" means the fund by that name established and held by the City under Section 4.02.

"Event of Default" means any of the events described in Section 8.01.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

"Finance Director" means the Finance Director of the City of Porterville.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period.

"Independent Accountant" means any accountant or firm of such accountants duly licensed or registered or entitled to practice and practicing as such under the laws of the State of California, appointed by or acceptable to the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Interest Account" means the account by that name established and held by the City under Section 4.02(a).

"Interest Payment Date" means April 1 and October 1, each an Interest Payment Date, commencing April 1, 2014, so long as the Bond remains unpaid.

"Libor" means the rate of interest appearing on Bloomberg L.P. (the "Service") Page BBAM1/(Official BBA USD Dollar Libor Fixings) (or on any successor or substitute page of the Service, or any successor to or substitute for the Service providing rate quotations comparable to those currently provided on such page of the Service, selected by the Purchaser for purposes of providing quotations of interest rates applicable to dollar deposits in an amount equal to the Bond in the London interbank market) at approximately 11:00 a.m., London time, as the rate for dollar deposits with a maturity comparable to the applicable contract period.

"Outstanding", when used as of any particular time with reference to the Bond, means the Bond unless (a) the Bond has been paid or deemed to have been paid within the meaning of Section 9.03; or (b) another Bond has been authorized, executed, issued and delivered by the City hereunder in lieu of or in substitution for the Bond originally authorized, executed, issued and delivered by the City.

"Owner" or "Bondowner" means the person in whose name the ownership of such Outstanding Bond is registered on the Registration Books.

"Permitted Investments" means any investments permitted by law to be made with moneys belonging to, or in the custody of, the City.

"PERS" means the California State Public Employees' Retirement System.

"PERS Contracts" means the contracts, as amended from time to time, entered into by the City and PERS pursuant to the Retirement Law obligating the City to make contributions to PERS in exchange for PERS providing retirement benefits to certain City employees.

"PERS Side Fund Obligation" means the obligation of the City under the Retirement Law and the PERS Contracts to make payments to PERS with respect to benefits accruing to retired public safety employees of the City in connection with its safety plan – side fund.

"Placement Agent" shall mean Wulff, Hansen & Co. and Gates Capital Corporation, acting jointly.

"Principal Account" means the account by that name established and held by the Trustee under Section 4.02(b).

"Purchaser" means Rabobank, N.A., a national banking association.

"Record Date" means, with respect to any Interest Payment Date, the close of business on the 15th calendar day of the month preceding such Interest Payment Date, whether or not such 15th calendar day is a Business Day.

"Registration Books" means the records maintained by the City under Section 2.07 for the registration and transfer of ownership of the Bond.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Request of the City" means a request in writing signed by the City Representative, or by any other officer of the City duly authorized by the City for that purpose.

"Resolution" means this Resolution, being Resolution No. ____ adopted by the City Council of the City on _____, 2013 and relating to the issuance of the Bond.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the City in accordance with the provisions of Article VII hereof.

"Written Request of the City" means an instrument in writing, signed by a City Representative, or by any other officer of the City duly authorized by the City.

ARTICLE II

AUTHORIZATION AND TERMS OF THE BOND

SECTION 2.01. *Authorization and Purpose of Bond.* The City has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bond do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now duly empowered, under each and every requirement of law, to issue the Bond in the manner and form provided in this Resolution.

The City hereby authorizes the issuance of the Bond in the aggregate principal amount of not to exceed \$3,950,000 under this Resolution and the Bond Law for the purposes of providing funds to refinance the PERS Side Fund Obligation of the City with respect to the City's public safety employees as provided herein and to pay Costs of Issuance. The Bond is designated the "City of Porterville 2013 Taxable Pension Obligation Bond".

SECTION 2.02. *Terms of the Bond.* One Term Bond shall be issued in fully registered form without coupon in the denomination of not to exceed \$3,950,000. The Bond shall be dated as of the Closing Date and mature on October 1, 2020 in the principal amount and bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the interest rate per annum to be fixed at the Closing Date based on one month Libor plus 280 basis points.

Interest on the Bond is payable from the Interest Payment Date immediately preceding the date of authentication thereof unless:

- (a) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- (b) a Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or
- (c) interest on a Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is payable on each Interest Payment Date to the person in whose name the ownership of the Bond is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on the Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of the Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the City, notice of which is given to such Owner by first-class mail not less than ten days prior to such special record date.

The City will pay interest on the Bond by check of the City mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owner of the Bond at his respective address shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of the Bond (since the Bond is in an aggregate principal amount of at least \$1,000,000), which written request is on file with the City as of any Record Date, the City will pay interest on such Bond on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner. The City will pay principal of the Bond in lawful money of the United States of America by check of the City upon presentation and surrender thereof to the City at City Hall, 291 N. Main Street, Porterville, California 93257.

SECTION 2.03. *Redemption of Bond.*

(a) Optional Redemption. The Bond is subject to redemption prior to its stated maturity, at the option of the City, in whole or in part, on any Business Day from any moneys on deposit in the Debt Service Fund for such purpose, at a prepayment

price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

(b) Mandatory Redemption. The Term Bond matures on October 1, 2020 and is subject to mandatory redemption in part, by lot, without premium, on October 1, 2014 and on each October 1 thereafter, from the sinking fund payments that have been deposited into the Debt Service Fund, according to the following schedule:

PAYMENT DATE	PRINCIPAL AMOUNT
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20 (maturity)	

(c) Notice of Redemption. The City will mail (by first class mail), at its expense, notice of any redemption to the Owner of the Bond at his address appearing on the Registration Books, at least 30 but not more than 60 days prior to the date fixed for redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of such Bond or the cessation of the accrual of interest thereon.

Such notice shall specify: (a) that the Bond or a designated portion thereof is to be redeemed, (b) the number of the Bond to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bond including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon such Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

(d) Manner of Redemption. Whenever provision is made in this Section 2.03 for the redemption of less than all of the Bond, the City shall treat such Bond as consisting of separate \$5,000 portions and each such portion shall be subject to redemption as if such portion were a separate Bond. If only a portion of a Bond is called for redemption, then upon surrender of such Bond the City will execute and authenticate and deliver to the Owner thereof, at the expense of the City, a new Bond of the same series and maturity date, of a denomination in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(e) Partial Redemption of Bond. If only a portion of a Bond is called for redemption, then upon surrender of such Bond the City will execute, authenticate and deliver to the Owner thereof, at the expense of the City, a new Bond of the same series and maturity date, of an authorized denomination in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(f) Effect of Redemption. From and after the date fixed for redemption, if notice of redemption has been duly mailed and funds available for the payment of the principal of and interest (and premium, if any) on the Bond so called for redemption have been duly provided, such Bond so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. Unless otherwise determined by the City, the City shall cancel and destroy the Bond redeemed under this Section 2.03.

SECTION 2.04. *Form and Execution of Bond.* The form of the Bond, the form of the certificate of authentication, and the form of assignment to appear thereon, are set forth in Appendix B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution.

The Mayor of the City shall execute, and the City Clerk of the City shall attest the Bond. Any or all of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on the Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. The Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of that Bond are the proper officers of the City, duly authorized to execute debt instruments on behalf of the City, although on the date of the Bond any such person was not an officer of the City.

Only a Bond bearing a certificate of authentication in the form set forth in Appendix B, manually executed and dated by the City, is valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the City is conclusive evidence that such Bond has been duly authenticated and delivered hereunder and is entitled to the benefits of this Resolution.

SECTION 2.05. *Transfer of Bond.*

(a) Transfer. The Bond may, in accordance with its terms, be transferred, in whole, but not in part, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of the Bond to the City at City Hall, 291 N. Main Street, Porterville, California 93257, or such other place as may be designated in writing by the City for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the City, duly executed. The City shall collect any tax or other governmental charge on the transfer of the Bond under this Section 2.06. Whenever the Bond is surrendered for transfer, the City will execute, authenticate and deliver to the transferee a new Bond of like series, interest rate, maturity and aggregate principal amount. The City will pay the cost of printing the Bond and any services rendered or expenses incurred in connection with any transfer of the Bond.

(b) Limitations. The City may refuse to transfer, under the provisions of this Section 2.06, the Bond if it has determined that a portion thereof has been selected by the City for redemption under Section 2.03, or during the period established by the City for the selection of Bond or portion thereof for redemption.

SECTION 2.06. *Registration Books.* The City will keep or cause to be kept, at City Hall, 291 N. Main Street, Porterville, California 93257, sufficient records for the registration and registration of transfer of the Bond. The City will register the ownership and transfer of the Bond on the Registration Books under such reasonable regulations as it may prescribe.

SECTION 2.07. *Bond Mutilated, Lost, Destroyed or Stolen.* If the Bond is mutilated, the City, at the expense of the Owner of the Bond, shall execute, authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, upon surrender to the City of the Bond so mutilated. The City shall cancel every mutilated Bond surrendered to him. If a Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and, if such evidence is satisfactory to the City and if indemnity satisfactory to the City is given, the City, at the expense of the Owner, will execute, authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing the new Bond issued under this Section and of the expenses which may be incurred by the City in connection therewith. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with any other Bond issued under this Resolution.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS OF BOND

SECTION 3.01. *Issuance of Bond.* Upon the execution and delivery of this Resolution, the City shall execute, authenticate and deliver the Bond in the aggregate principal amount of \$_____ to the Purchaser upon the simultaneous issuance and execution of a receipt thereof and payment of the purchase price by the Purchaser, as per the Bond Purchase Agreement.

SECTION 3.02. *Deposit and Application of Proceeds.* On the Closing Date the Purchaser of the Bond upon its receipt thereof, shall simultaneously pay a portion of the proceeds of the Bond in the principal amount of the Side Fund Obligation of the City, including any interest due thereon, on behalf of the City to PERS in the aggregate amount of \$_____ by wire transfer to PERS. Further, the Purchaser shall also pay a portion of the proceeds in the amount of \$_____ to its counsel, and shall retain a portion of the proceeds in the amount of \$_____ as and for its fee in making the loan to the City represented by the Bond. In addition, the Purchaser shall also pay a portion of the proceeds to the City's Bond Counsel in the amount of \$_____ and to the City's Placement Agents in the amount of \$_____, in each case by wire transfer upon receipt by the Purchaser of a Written Request of the City (in a form approved by the Purchaser) relating thereto. The balance of the proceeds in the amount of \$_____ shall be wire transferred to the City and utilized for payment on the Closing Date of the City's remaining costs of issuing the Bond including, but not limited to, all costs and fees related to the City's validation action in obtaining judicial validation of the Bond and costs of the California Debt Investment and Advisory Commission. (The above referenced amounts constitute the Costs of Issuance. These amounts are not fully determined at this time and will be filled-in upon execution of the Bond Purchase Agreement. Provided, however, that the total Costs of Issuance shall not exceed \$210,000.)

SECTION 3.03. *Validity of Bond.* The validity of the authorization and issuance of the Bond is not dependent upon the expenditure of the proceeds thereof to pay the PERS Side Fund Obligation of the City with respect to its public safety employees, or upon the performance by any person of its obligation with respect to such PERS Side Fund Obligation.

ARTICLE IV

SECURITY OF BOND; FLOW OF FUNDS; INVESTMENTS

SECTION 4.01. *Security of Bond; Equal Security.* The obligations of the City under the Bond, including the obligation to make all payments of principal of and interest on the Bond when due and the obligation of the City to make the deposits required hereunder for the security of the Bond, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bond does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation. Neither the Bond nor the obligations of the City to make payments on the Bond constitute an indebtedness of the City, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

In consideration of the acceptance of the Bond by those who hold the same from time to time, this Resolution constitutes a contract between the City and any Owner from time to time of the Bond, and the covenants and agreements herein set forth to be performed on behalf of the City are for the equal and proportionate benefit, security and protection of any Owner of the Bond.

SECTION 4.02. *Debt Service Fund.* There is hereby established a separate fund to be known as the "Debt Service Fund" which shall be held by the City in trust for the benefit of the Bond Owner. The Debt Service Fund shall be maintained by the City at Rabobank, N.A., 915 Highland Pointe Drive, Roseville, California. The City will hold the Debt Service Fund for the uses and purposes set forth herein, so long as the Bond remains Outstanding. The City will transfer an amount of legally available funds in the following amounts at the following times, for deposit by the City in the following respective special accounts within the Debt Service Fund, which accounts are hereby established with the City with respect to the Bond, in the following order of priority:

- (a) Interest Account. On or before the 5th Business Day preceding each date on which interest on the Bond is due and payable, the City will transfer for deposit in the Interest Account an amount which, when added to the amount then on deposit in the Interest Account, equals the aggregate amount of the interest coming due and payable on the Outstanding Bond on that date. The City will apply amounts in the Interest Account solely for the purpose of paying the interest on the Bond when due and payable.
- (b) Principal Account. On or before the 5th Business Day preceding each date on which principal of the Bond is due and payable at maturity or upon mandatory sinking fund redemption, the City will transfer for deposit in the Principal Account an amount which, when added to the amount then on deposit in the Principal Account, equals the principal amount of the Term Bond (which is subject to mandatory sinking fund redemption on that date under Section 2.03[b]). The City will apply amounts in the Principal

Account solely for the purpose of paying the principal of the Term Bond upon the mandatory sinking fund redemption thereof.

SECTION 4.03. *Investment of Moneys in Funds.* The City may invest moneys in the funds and accounts established and held hereunder in Permitted Investments. The City shall ensure that all Permitted Investments mature not later than the date on which the funds invested therein are required to be expended.

Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. Whenever in this Resolution the City is required to transfer any moneys to the various funds and accounts maintained by it hereunder, such transfer may be accomplished by transferring a like amount of Permitted Investments. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the City hereunder will be retained in the respective fund or account from which such investment was made. For purposes of acquiring any investments hereunder, the City may commingle funds held by it hereunder.

ARTICLE V

OTHER COVENANTS OF THE CITY

SECTION 5.01. *Punctual Payment.* The City shall punctually pay or cause to be paid the principal, premium (if any) and interest to become due in respect of the Bond in strict conformity with the terms of this Resolution. The City shall faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions.

SECTION 5.02. *Budget and Appropriation of Debt Service; Certification to Owner.* The City covenants to take such action as may be necessary to include in each of its annual budgets the payments required to be made by the City under Section 4.02, and to make the necessary annual appropriations for all such payments. If any payment of Debt Service requires the adoption by the City of a supplemental budget or appropriation, the City will promptly adopt the same. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the provisions of this Resolution that need to be carried out and performed by the City.

Promptly following the adoption of an annual budget which includes the appropriations required by this Section, but in any event not later than September 1 in each Fiscal Year, the City shall execute and deliver to the Purchaser a Certificate of the City in substantially the form attached hereto as Appendix B, which shall evidence the compliance by the City with the covenants set forth in this Section 5.02 with respect to such Fiscal Year.

SECTION 5.03. *Books and Accounts; Financial Statements; Additional Information.* The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City. Such books of record and accounts shall at all times during business hours be subject, upon prior

written request, to the reasonable inspection of the Owner the Bond Outstanding, or his representatives authorized in writing.

The City will cause to be prepared annually by not later than March 1 after the close of each Fiscal Year so long as the Bond is Outstanding, complete audited financial statements with respect to such Fiscal Year, as of the end of such Fiscal Year. The City will furnish a copy of such statements, upon reasonable request, to the Bond Owner. .

SECTION 5.04. *Protection of Security and Rights of Owner.* The City shall preserve and protect the security of the Bond and the rights of the Owner, and will warrant and defend his rights against all claims and demands of all persons. From and after the date of the sale and delivery of the Bond, the City shall not contest the validity or enforceability of the Bond or this Resolution.

SECTION 5.05. *Further Assurances.* The City shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Bond Owner the rights and benefits provided in this Resolution.

ARTICLE VI

PAYING AGENT

Section 6.01. *Appointment of Paying Agent.* In the event the City at any time determines that it no longer desires to act as its own paying agent hereunder, the City may, with the consent of the Bondowner, hire the services of a Paying Agent ("Paying Agent") to act in the place and stead of the City, to perform all of the duties herein assigned to the City in acting as its own paying agent. In such event, the City may enter into a Paying Agent Services Agreement for such purpose that is consistent with standards in the industry relating to Paying Agent Services in connection with the issuance of bonds. The City shall bear the costs of such services as may be provided by the Paying Agent.

The Paying Agent shall be responsible for performing such services as have herein been assigned to the City in acting as its own paying agent, and as may otherwise be determined by the City. Any such agreement shall provide for the immunities and indemnification of the Paying Agent as are standard for such agreements. Provided, however, that the provisions of any such agreement shall be consistent with the provisions of this Resolution.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS RESOLUTION

SECTION 7.01. *Amendments Permitted.*

(a) Amendment With Bond Owner Consent. This Resolution and the rights and obligations of the City and of the Owner of the Bond may be modified or amended by the City at any time by the execution of a Supplemental Resolution, with the written consent of the Owner of the Bond then Outstanding. Any such Supplemental Resolution becomes effective upon the execution and delivery thereof by the City and upon consent of the Bond Owner. No such modification or amendment may extend the maturity of the Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal thereof, or interest thereon, or any premium payable on the redemption thereof, at the time and place and at the rate and in the currency provided therein without the consent of the Owner, or shall change any of the provisions of Article VIII hereof relating to Events of Default.

(b) Amendment Without Bond Owner Consent. This Resolution and the rights and obligations of the City and of the Owner of the Bond may also be modified or amended at any time by a Supplemental Resolution, without the consent of the Owner of the Bond, for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City contained in this Resolution, other covenants and agreements thereafter to be observed which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

- (ii) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (iii) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (iv) to cure any ambiguity, supply any omission, or to cure, correct or supplement any defective provision contained in this Resolution, or in any other respect whatsoever as the City deems necessary or desirable, provided under any circumstances that such modifications or amendments do not materially adversely affect the interests of the Owner in the opinion of Bond Counsel filed with the City.

SECTION 7.02. *Effect of Supplemental Resolution.* From and after the time any Supplemental Resolution becomes effective under this Article VII, this Resolution shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and the Owner, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.

SECTION 7.03. *Endorsement or Replacement of Bond After Amendment.* After the effective date of any amendment or modification hereof under this Article VII, the City may determine that Bond shall bear a notation, by endorsement in form approved by the City, as to such amendment or modification and in that case upon demand of the City the Owner of the Bond shall present such Bond for that purpose to the City at City Hall, 291 N. Main Street, Porterville, California 93257, and thereupon a suitable notation as to such action shall be made on such Bond. In lieu of such notation, the City may determine that a new Bond shall be prepared and executed in exchange for the Bond and in that case upon demand of the City the Owner of the Bond shall present such Bond for exchange to the City at City Hall, 291 N. Main Street, Porterville, California 93257, without cost to such Owner.

SECTION 7.04. *Amendment by Mutual Consent.* The provisions of this Article VII do not prevent any Owner from accepting any amendment relating to the Bond.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. *Events of Default.* Each of the following events constitutes an Event of Default hereunder:

- (a) Failure to pay any installment of the principal of the Bond when due, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.
- (b) Failure to pay any installment of interest on the Bond when due.
- (c) Failure by the City to observe and perform any of the other covenants, agreements or conditions on its part contained in this Resolution, the Bond, or in the Bond Purchase Agreement, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the City by the Bondowner(s); *provided, however*, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, such failure will not constitute an Event of Default if corrective action is instituted by the City within such 30-day period and it thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (d) The City shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United State of America, or if a court of competent jurisdiction shall approve a petition seeking reorganization of the City under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property.
- (e) Any representation or warranty made by or on behalf of the City under the Bond Purchase Agreement or in any certificate or statement delivered thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made.

SECTION 8.02. *Remedies of Bondowner.* The Bondowner shall have the right:

- (a) by mandamus, suit, action or proceeding, to compel the City and its officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution, the Bond, and in the Bond Purchase Agreement and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowner's rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the City and its officers and employees to account as if it and they were the trustees of an express trust.

(d) exercise any other remedies available to the Bondholder in law or at equity to enforce the rights of the Bondholder under this Resolution, the Bond, and the Bond Purchase Agreement.

In addition, if an Event of Default occurs pursuant to Section 8.01 above and is continuing, the Owner the Bond then Outstanding may declare the principal of the Bond, together with the accrued interest thereon, to be due and payable immediately. Any such declaration may be rescinded or annulled at any time by the Owner the Bond.

SECTION 8.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution, or in the Bond, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of and interest on the Bond to the respective Owner of the Bond at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owner to institute suit to enforce such payment by virtue of the contract embodied in the Bond.

A waiver of any default by the Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of the Owner of the Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owner of the Bond by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owner of the Bond.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Owner of the Bond, the City and the Bond Owner shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

SECTION 8.04. *Remedies Not Exclusive.* No remedy herein conferred upon the Owner of the Bond shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter conferred on the Owner of the Bond.

SECTION 8.05. *Default Interest Rate.* Upon the occurrence of an Event of Default, the principal balance of the Bond shall, from the date of an Event of Default until the date the Purchaser notifies the City that such Event of Default is waived or cured, bear interest at the Default Rate. The "Default Rate" means the rate per annum which is equal to the fixed rate in effect with respect to the Bond plus 5.00% per annum. The provisions of this section will not constitute a waiver of any Event of Default.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits Limited to City and Bondowner.* Nothing in this Resolution, expressed or implied, gives any person other than the City and the Owner, any right, remedy, or claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the City are for the sole and exclusive benefit of the Owner.

SECTION 9.02. *Successor is Deemed Included in All References to Predecessor.* Whenever in this Resolution or any Supplemental Resolution the City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Resolution contained by or on behalf of the City binds and inures to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 9.03. *Defeasance of Bond.* If the City pays and discharges the entire indebtedness on the Bond in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of, any redemption premium that may be due and interest on such Bond, as and when the same become due and payable;
- (b) by irrevocably depositing with an escrow bank, in trust, at or before maturity, an amount of cash or Federal Securities which, together with the available amounts then on deposit in the funds and accounts established under this Resolution, in the opinion or report of an Independent Accountant is fully sufficient to pay the Bond, including all principal, interest and redemption premium, if any, at or before maturity of the Bond; or
- (c) by purchasing such Bond prior to maturity and canceling it;

and if the Bond is to be redeemed prior to the maturity thereof notice of such redemption has been duly given by the City, then, at the election of the City, and notwithstanding that the Bond has not been surrendered for payment, all obligations of the City under this Resolution with respect to such Bond shall cease and terminate, except only the obligation of the City to pay or cause to be paid to the Owner of the Bond, all sums due thereon, and

Any funds held by the City in any of the funds or accounts established in this Resolution which are not required for the aforesaid purpose shall be retained by the City free and clear of any trust herein, and may be utilized by the City for such purposes as it determines. .

To accomplish defeasance, the City shall obtain (i) a report of an Independent Accountant verifying the sufficiency of the escrow established to pay the Bond in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement ("Escrow Deposit Agreement"), and (iii) an opinion of Bond Counsel to the effect that

the Bond is no longer Outstanding. Each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City.

SECTION 9.04. *Execution of Documents and Proof of Ownership by Owner.* Any request, consent, declaration or other instrument which this Resolution may require or permit to be executed by the Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by such Owner's attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by the Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bond and the amount, maturity, number and date of ownership thereof are conclusively proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of the Bond binds all future Owners of such Bond in respect of anything done or suffered to be done by the City in good faith and in accordance therewith.

SECTION 9.05. *Waiver of Personal Liability.* No member, officer, agent or employee of the City is individually or personally liable for the payment of the principal of or interest or any premium on the Bond. However, nothing contained herein relieves any such member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.06. *Notices.* All written notices under this Resolution shall be given by first class mail or personal delivery to the City or the Owner entitled thereto at its address set forth below, or at such other address as the City or the Owner may provide to each other in writing from time to time. Notice is effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) upon actual receipt after deposit in the United States mail, postage prepaid, or (c) in any other case, upon actual receipt. The City may, by written notice to the Owner, from time to time modify the address or number to which communications are given hereunder.

If to the City:

City of Porterville
291 North Main Street
Porterville, California 93257
Attention: City Manager
Telephone: (559) 782-7435
Fax: (559) 784-4569

If to the Bondowner:

Rabobank, N.A.
915 Highland Pointe Drive, Suite 350
Roseville, CA 95678
Attn: Commercial Loan Administration Services
Telephone: (866) 842-2265
Fax: (559) 447-7843

SECTION 9.07. *Partial Invalidity.* If any Section, paragraph, sentence, clause or phrase of this Resolution is for any reason held illegal, invalid or unenforceable, such holding will not affect the validity of the remaining portions of this Resolution. The City hereby declares that it would have executed this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bond irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable.

SECTION 9.08. *Unclaimed Moneys.* Anything contained herein to the contrary notwithstanding, any money held by the City in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bond which remains unclaimed for two years after the date when the payment of such interest, premium and principal has become payable, (whether at maturity or upon call for redemption as provided in this Resolution), if such money was held by the City at such date, or two years after the date of deposit of such moneys in the Debt Service Fund if deposited after said date when the Bond became due and payable, shall be retained by the City as its absolute property free from the trust created by this Resolution, and all liability of the City with respect to such moneys shall thereupon cease; provided, however, that before such retention of such moneys by the City as aforesaid, the City, at its cost, shall mail to the Owner of the Bond at his address as shown on the Registration Books, by first class mail, postage prepaid, return receipt requested, a notice in such form as may be deemed appropriate by the City, with respect to the Bond so payable and not presented and with respect to the provisions relating to the retention by the City of the moneys held for the payment thereof.

SECTION 9.09. *Governing Law.* This Resolution shall be construed and governed in accordance with the laws of the State of California.

SECTION 9.10. *Validation Action.* The Bond shall not be issued unless and until a validation action with respect to the Bond is filed in the Superior Court of the State of California in and for the County of Tulare and the issuance of the Bond is validated in said action by entry of judgment, and all appeal periods have concluded without the filing of any appeal to such judgment. The City Council does hereby direct the City Attorney ("City Attorney") to file said action forthwith.

SECTION 9.11. *Appointment of Placement Agents and Bond Counsel.* Wulff, Hansen & Co., San Francisco, California and Gates Capital Corporation, New York, New York, are hereby appointed as Placement Agents (with respect to placing the Bond with the Purchaser thereof), whose fees are to be set forth in the Bond Purchase Agreement ("Bond Purchase Agreement") to be executed between the City and Rabobank, N.A. on the date of execution thereof; and Raymond M. Haight, Scotts Valley, California, is hereby appointed Bond Counsel with respect to the issuance of

the Bond, whose Agreement for Services (on file with the City Clerk) is hereby approved.

SECTION 9.12. *Approval of Form of Agreements and Execution Thereof.* The Mayor or the City Manager, each an authorized officer ("Authorized Officer") is hereby authorized and directed to execute the Bond Purchase Agreement by and between the City and Rabobank, N.A., and the Agreement for Services of Raymond M. Haight for and in the name and on behalf of the City, in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of such documents.

SECTION 9.13 *Official Action.* The Mayor of the City, the City Manager, the City Clerk and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance, sale and delivery of the Bond and the consummation of the transactions approved herein. Whenever in this Resolution any officer of the City is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in case such officer is absent or unavailable.

Any and all actions and proceedings heretofore undertaken by the City with respect to the issuance of the Bond are hereby ratified and confirmed.

SECTION 9.14. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its adoption.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor of the City of Porterville

ATTEST:

City Clerk of the City of
Porterville

I, _____, the City Clerk of the City of Porterville, California,
do hereby certify that the foregoing is a full, true and correct copy of the Resolution
passed and adopted by the City Council at a duly held regular meeting thereof on the
____ day of _____, 2013, a majority of the members of said City Council being
present.

City Clerk of the City of Porterville

APPENDIX A
FORM OF BOND

No.

\$

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

CITY OF PORTERVILLE
2013 TAXABLE PENSION OBLIGATION BOND

RATE OF INTEREST: MATURITY DATE: ORIGINAL ISSUE DATE: CUSIP:

_____,

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

The CITY OF PORTERVILLE, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the close of business on the 15th calendar day of the month preceding such Interest Payment Date (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or before _____, 20__, in which event it shall bear interest from the Original Issue Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on April 1 and October 1 in each year, commencing April 1, 2014 (the "Interest Payment Dates") until payment of such Principal Amount in full.

The Principal Amount hereof is payable upon presentation hereof to the City at City Hall, 291 N. Main Street, Porterville, California 93257 or such other place as designated by the City. Interest hereon is payable by check of the City mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of such Registered Owner as it appears on the registration books of the City

as of the preceding Record Date; provided that at the written request of the owner of (since the aggregate principal amount of the Bond is greater than \$1,000,000) which written request is on file with the City prior to the Record Date immediately preceding any Interest Payment Date, interest on the Bond shall be paid on such Interest Payment Date by wire transfer to such account within the United States of America as shall be specified in such written request.

This Bond is duly authorized and issued by the City and is designated as the "City of Porterville 2013 Taxable Pension Obligation Bond" (the "Bond") of an aggregate principal amount of \$_____, and is issued under the provisions of Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53580 of said Code (the "Bond Law") and under the provisions of Resolution No. _____, adopted by the City on _____, 20__ (the "Resolution"). Reference is hereby made to the Resolution (copies of which are on file at the office of the City Clerk) and all supplements thereto and to the Bond Law for a description of the terms on which the Bond is issued, and the rights thereunder of the owner of the Bond and the rights and obligations of the City thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bond has been issued by the City to refinance the obligation of the City owing to the Public Employees Retirement System of the State of California in connection with the City's side fund obligation related to its public safety employees. This Bond and the interest hereon and all other parity obligations and the interest thereon (to the extent set forth in the Resolution) are payable from any source of legally available funds of the City.

The rights and obligations of the City and the owner of the Bond may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Resolution, but no such modification or amendment shall permit a change in the terms of maturity of the principal of the outstanding Bond or of any installment of interest thereon or a reduction in the rate of interest thereon without the consent of the owner of such Bond.

The Bond is subject to redemption prior to its stated maturity, at the option of the City, in whole or in part, on any Business Day from any moneys deposited in the Debt Service Fund for such purpose, at a prepayment price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

The Bond is issued as a Term Bond maturing on October 1, 2020 and is subject to mandatory redemption in part, by lot, without premium, on October 1, 2014 and on each October 1 thereafter, from the sinking fund payments that have been deposited into the Debt Service Fund, according to the following schedule:

PAYMENT DATE	PRINCIPAL AMOUNT
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	

_____ 1, 20
_____ 1, 20
_____ 1, 20 (maturity)

As provided in the Resolution, the City is required to mail notice of redemption of the Bond by first class mail, postage prepaid, not less than 30 nor more than 60 days before the redemption date, to the registered owner of the thereof, but neither failure to receive such notice nor any defect in the notice so mailed affects the sufficiency of the proceedings for prepayment or the cessation of accrual of interest thereon. If this Bond is called for redemption and payment is duly provided therefor as specified in the Resolution, interest hereon will cease to accrue from and after the date fixed for redemption.

Whenever provision is made in the Resolution for the redemption of less than all of the Bond the City shall treat such Bond as consisting of separate \$5,000 portions and each such portion shall be subject to redemption as if such portion were a separate Bond.

If an Event of Default occurs under and as defined in the Resolution, the principal of the Bond may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at City Hall, 291 N. Main Street, Porterville, California 93257, or such other place as designated by the City, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond, of authorized denomination, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The City may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the City shall not be affected by any notice to the contrary.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of the Bond permitted to be issued under the Resolution.

This Bond is not entitled to any benefit under the Resolution and is not valid or obligatory for any purpose until the certificate of authentication hereon endorsed has been signed by the City Clerk.

IN WITNESS WHEREOF, the CITY OF PORTERVILLE has caused this Bond to be executed in its name and on its behalf with the manual signature of the Mayor of the City and to be attested to by the manual signature of the City Clerk of the City, all as of the Original Issue Date specified above.

CITY OF PORTERVILLE

By _____
Mayor of the City

Attest:

City Clerk

LEGAL OPINION

I hereby certify that the following is a correct copy of the signed legal opinion of Raymond M. Haight, Bond Counsel, Scotts Valley, California, addressed to the City Council of the City of Porterville and on file in my office, dated the date of delivery of and payment for the Bond herein described.

City Clerk

—
Raymond M. Haight
Attorney at Law
Municipal Bond Counsel
5524 Scotts Valley Drive, Suite 23
Scotts Valley, California 95066

_____, 2013

City Council
City of Porterville
291 North Main Street
Porterville, California 93257

OPINION: \$_____ City of Porterville
 2013 Taxable Pension Obligation Bond

Ladies and Gentlemen:

I have acted as bond counsel in connection with the issuance and delivery by the City of Porterville (the "City") of a bond in the aggregate principal amount of \$_____ and designated the "City of Porterville 2013 Taxable Pension Obligation Bond" (the "Bond"), issued under the provisions of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law") and Resolution No. _____ adopted by the City Council of the City on _____, 2013 (the "Resolution"). The Bond has been issued to provide funds to refund certain obligations of the City to the California Public Employees' Retirement System. I have examined the Bond Law and the Resolution, and such certified proceedings and other papers as I deem necessary to render this opinion.

As to questions of fact material to my opinion, I have relied upon representations of the City contained in the Resolution and in the certified proceedings and other certifications of public officials furnished to me, without undertaking to verify the same by independent investigation.

Based upon the foregoing, I am of the opinion, under existing law, that:

1. The City is a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, with power to adopt the Resolution and perform the agreements on its part contained therein, issue the Bond.

2. The Bond constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms and payable solely from the sources provided therefor in the Resolution.

3. The Resolution has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

4. Interest on the Bond is exempt from personal income taxation imposed by the State of California, although interest on the Bond is not excluded from gross income for federal income tax purposes.

The rights of the owner of the Bond and the enforceability of the Bond and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases.

To ensure compliance with requirements imposed by the Internal Revenue Service, I inform you that any U.S. federal tax advice contained herein is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Respectfully submitted,

Raymond M. Haight

CITY CLERK'S CERTIFICATE OF AUTHENTICATION

This is the Bond described in the within-mentioned Resolution.

Dated:

FOR AND ON BEHALF OF THE CITY
OF PORTERVILLE

By _____
City Clerk

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the City with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

FORM OF ANNUAL CITY CERTIFICATION REGARDING BUDGET AND APPROPRIATION OF DEBT SERVICE

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting _____ of the City of Porterville, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), and as such, I am familiar with the facts herein certified and am authorized and qualified to certify the same;

(ii) the City has previously issued its City of Porterville 2013 Taxable Pension Obligation Bond in the aggregate principal amount of \$_____ (the "Bond") under Resolution No. _____, adopted by the City Council on _____, 2013 (the "Resolution");

(iii) during the fiscal year commencing July 1, 20__ (the "Ensuing Fiscal Year"), the aggregate amount of principal and interest coming due on the Bond is \$_____;

(iv) on _____, 20__, the City Council of the City duly adopted Resolution No. _____ at a meeting which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption, adopting a budget for the City (the "Adopted Budget") with respect to the Ensuing Fiscal Year;

(v) pursuant to the Adopted Budget, the City has budgeted the payment of Debt Service coming due during the Ensuing Fiscal Year on the Bond; and

(vi) attached hereto is an extract from the Adopted Budget showing a line item for payment of Debt Service coming due during the Ensuing Fiscal Year on the Bond.

Capitalized terms used herein and not otherwise defined have the meanings given them in the Resolution.

Dated:

CITY OF PORTERVILLE

By: _____
Name:
Title:

\$ _____
CITY OF PORTERVILLE
(Tulare County, California)
2013 Taxable Pension Obligation Refunding Bond

BOND PURCHASE AGREEMENT

_____, 2013

City of Porterville
City Hall
291 N. Main Street
Porterville, CA _____

Ladies and Gentlemen:

The undersigned, Rabobank, N.A. (the "Purchaser"), offers to enter into this agreement with the City of Porterville (the "City"), which, upon your acceptance hereof, will be binding upon the City and the Purchaser. This offer is made subject to the written acceptance of this bond purchase agreement (the "Bond Purchase Agreement") by the delivery of such acceptance to the Purchaser at or prior to 5:00 P.M., Pacific time, on the date hereof.

Each capitalized term used this Bond Purchase Agreement that is defined in the Resolution (hereinafter defined) will have the meaning specified in the Resolution.

1. Purchase and Sale of the Bond. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Purchaser hereby agrees to purchase, and the City hereby agrees to issue and execute and cause the City Treasurer to authenticate and deliver to the Purchaser for such purpose, all (but not less than all) of the \$ _____ in aggregate principal amount of the City's 2013 Taxable Pension Obligation Refunding Bond (the "Bond").

The purchase price of the Bond shall be \$_____.

On the Closing Date the Purchaser, simultaneously upon its receipt of the Bond, shall disburse the purchase price of the Bond as follows:

- a. Purchaser shall wire transfer funds to PERS in payment of the principal amount of the Side Fund Obligation ("Side Fund Obligation") of the City to the California Public Employees' Retirement System ("PERS"), including any interest due thereon, in the aggregate amount of \$_____.
- b. Purchaser shall pay its counsel fees and costs incurred in connection with this transaction in the amount of \$_____.
- c. Purchaser shall retain its loan fee in the amount of \$40,000.00.
- d. Purchaser shall wire transfer funds in payment of the City's Bond Counsel fees and costs in the amount of \$_____, upon receipt of a Written Request of the City (in a form approved by the Purchaser) relating thereto.
- e. Purchaser shall wire transfer funds in payment of the City's Placement Agents fees and costs in the amount of \$_____, upon receipt of a Written Request of the City (in a form approved by the Purchaser) relating thereto.
- f. Purchaser shall wire transfer to City the balance of the proceeds in the amount of \$_____, to be utilized by City for paying its remaining costs of issuance (including, but not limited to, all costs and fees related to the City's validation action in obtaining judicial validation of the Bond and costs of the California Debt Investment and Advisory Commission).

The City acknowledges and agrees that (i) the purchase and sale of the Bond pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the City and the Purchaser, (ii) in connection with such transaction, the Purchaser is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the City, (iii) the Purchaser has financial and other interests that differ from those of the City, and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bond.

2. The Bond. The Bond is issued under Article 11 of Chapter 3 (commencing with section 53580) of Part 1 of Division 2 of Title 5 of the California Government Code, as in effect on the Closing Date or as thereafter amended (the "Bond Law"), and pursuant to a Resolution No. ____ adopted by the City Council of the City on _____, 2013 (the "Resolution").

The principal of and interest on the Bond is payable from any source of legally available funds of the City, including amounts on deposit in the General Fund of the City.

The obligations of the City under the Bond, including the obligation to make all payments of principal of and interest on the Bond when due and the obligation of the City to make the deposits required under the Resolution, are for the security of the Bond, and are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bond does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation. Neither the Bond nor the obligations of the City to make payments on the Bond constitute an indebtedness of the City, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The Bond will be issued as a fully registered bond, without coupons, in the denomination of \$_____.

The Bond will be dated as of their date of delivery. The Bond will mature on October 1, 2020, and will bear interest at the rate of _____% per annum, payable semiannually on each April 1 and October 1, commencing April 1, 2014. The Bond will be subject to optional and sinking fund redemption prior to maturity in the amounts, on the dates and at the prices set forth in Exhibit A attached hereto.

Upon the occurrence of an Event of Default, the principal balance of the Bond shall, from the date of an Event of Default until the date the Purchaser notifies the City that such Event of Default is waived or cured, bear interest at the Default Rate. The "Default Rate" means the rate per annum which is equal to the fixed rate in effect with respect to the Bond plus 5.00% per annum. The provisions of this section will not constitute a waiver of any Event of Default.

The Bond is being issued to refund the side fund obligation of the City with respect to its public safety employees that is owed to the California Public Employees' Retirement System ("PERS") in the amount of \$_____ and to pay Costs of Issuance, and the City is authorized to issue bonds for such purpose under the provisions of the Bond Law.

3. Use of Documents. The City hereby authorizes the Purchaser to use, in connection with the offer and sale of the Bond, this Bond Purchase Agreement, the Resolution, and all information contained herein and therein and all of the documents, certificates or statements furnished by the City to the Purchaser in connection with the transactions contemplated by this Bond Purchase Agreement.

4. Private Placement; Bond Constitute Investment of Purchaser.

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including lending to state and local governments in the form of municipal and other obligations of a nature similar to the Bond to be able to evaluate the risks and merits of lending to the City by the purchase of the Bond.

(b) The Purchaser is acquiring the Bond for its own account and not with a view to, or for sale in connection with, any distribution of the Bond or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bond or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of the Bond *provided, however,* such representation shall not preclude the Purchaser from transferring or selling the

Bond in accordance with the Resolution. The Purchaser is not acting in a broker-dealer capacity in connection with the loan represented by its purchase of the Bond.

(c) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the City and the Bond and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the City set forth in the Resolution, this Bond Purchase Agreement and in the information set forth in any materials submitted to the Purchaser by the City. The City has furnished to the Purchaser all the information which the Purchaser, as a reasonable investor, has requested of the City as a result of the Purchaser having attached significance thereto in making its investment decision with respect to the Bond, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the City and the Bond. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Bond.

(d) The Purchaser understands that the Bond has not been registered under the United States Securities Act of 1933 or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bond by it, and further acknowledges that any current exemption from registration of the Bond does not affect or diminish such requirements.

(e) The Purchaser has authority to lend funds to the City by paying the purchase price of the Bond and to execute this Bond Purchase Agreement and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bond. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein by execution of this Bond Purchase Agreement on behalf of the Purchaser.

(f) The Purchaser has been informed that the Bond (i) has not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, and (ii) will not be listed on any stock or other securities exchange.

(g) The Purchaser acknowledges that the Bond is transferable subject to certain requirements, as described in the Resolution.

(h) The Purchaser acknowledges that the Bond is exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the City has not undertaken to provide any continuing disclosure with respect to the Bond.

(i) The Purchaser does hereby represent and warrant that it has received an executed copy of, and has reviewed and fully understands the provisions of, the Resolution; that it has had an opportunity to have an attorney of its choice review the same and advise it in connection therewith; and that it does hereby accept and agree to be bound by the provisions thereof, including, without limitation, the provisions of Section 3.02 thereof relating to disbursement of the proceeds of the Bond for purposes of paying Costs of Issuance.

5. Closing. At 8:00 A.M., California time, on _____, 2013, or at such other time or on such other date as shall have been mutually agreed upon by the City and the Purchaser (the "Closing"), you will deliver to us (except as otherwise provided in the Resolution), at such place

as we may mutually agree upon, the Bond, duly executed and registered in the name of the Purchaser, and the other documents hereinafter mentioned; and we will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the City.

6. Representations, Warranties and Agreements of the City. The City hereby represents, warrants and agrees with the Purchaser that:

(a) *Due Organization.* The City is a municipal corporation and charter city duly organized and existing under the Constitution and laws of the State of California, with the power to issue the Bond.

(b) *Due Authorization.* (i) At or prior to the Closing, the City will have taken all action required to be taken by it to authorize the issuance and delivery of the Bond and the refunding of the aforesaid obligation that is owed to PERS; (ii) the City has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the Resolution, and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the City of the obligations contained in the Bond, the Resolution, and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement and the Resolution constitute the valid and legally binding obligations of the City, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases; (v) the City has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement and the Resolution; and (vi) the City has caused the issuance of the Bond to be validated by the Superior Court of the State of California, in and for the County of Tulare, in Case No. _____, and judgment has been entered in connection with such action, and all appeal periods have concluded without the filing of any appeal to such judgment. The City will not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Resolution or this Bond Purchase Agreement without the prior written consent of the Purchaser prior to the Closing.

(c) *Consents.* Other than the adoption of the Resolution, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bond or the consummation of the other transactions effected or contemplated herein or hereby.

(d) *No Conflicts.* To the best knowledge of the City, the issuance of the Bond and the refunding of the side fund obligation that is owed to PERS, and the execution, delivery and performance of this Bond Purchase Agreement, the Resolution and the Bond, and the compliance with the provisions hereof do not conflict with or constitute on the part of the City a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the City is a party or by which it is bound or to which it is subject.

(e) *Litigation.* As of the time of acceptance hereof, based on the advice of counsel to the City, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the City, threatened against the City: (i) in any way affecting the existence of the City or in any way challenging the respective powers of the several offices or of the titles of the officials of the City to such offices; (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bond, the application of the proceeds of the sale of the Bond, or the application of revenues of the City from any legally available source, including its general fund, to pay the principal of and interest on the Bond, contemplated by the Resolution or in any way contesting or affecting the validity or enforceability of the Bond, this Bond Purchase Agreement or the Resolution or contesting the powers of the City or its authority with respect to the Bond, the Resolution or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the City or the consummation of the transactions contemplated by this Bond Purchase Agreement or the Resolution, (b) declare this Bond Purchase Agreement or the Resolution to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exemption of interest on the Bond from State of California personal income taxation.

It is hereby acknowledged that interest on the Bond is not excluded from gross income for federal income tax purposes.

(f) *No Other Debt.* Between the date hereof and the Closing, without the prior written consent of the Purchaser, the City will not have issued any bonds, notes or certificates of participation.

(g) *Certificates.* Any certificates signed by any officer of the City and delivered to the Purchaser shall be deemed a representation by the City to the Purchaser, but not by the person signing the same, as to the statements made therein.

7. Covenants of the City. The City covenants and agrees, so long as Purchaser is the owner of the Bond:

(a) *Use of Proceeds.* To use the proceeds from the sale of the Bond solely for the purposes specified in the Resolution.

(b) *Payment of Obligations.* The City shall pay and discharge all of its obligations and liabilities when due and will appropriate funds for the payment of the Bond on an annual basis.

(c) *Book and Records.* The City shall maintain proper books of record and account including full, true, and correct entries of all dealings and transactions relating to its business and activities, in all material respects in conformity with generally accepted accounting principles.

(d) *Financial Information.* To provide the following financial information and statements in form and content acceptable to the Purchaser, and such additional information as requested by the Purchaser from time to time:

(i) Within 200 days following the end of each of the City's fiscal years, commencing after the end of the 2012 fiscal year, the annual financial statements of the City, certified and dated by an authorized financial officer of the City. These financial statements must be audited by a

certified public accountant (chosen by City in accordance with its normal selection procedures) and include an auditor's opinion.

(ii) Within 60 days after the adoption of the City's annual budget, a copy of the adopted budget and a certificate in substantially the form attached as Appendix B to the Resolution, signed by an authorized officer of the City, evidencing compliance by the City with the covenants set forth in Section 5.02 of the Resolution.

(iii) Within 15 days following the end of each of the City's fiscal years, a compliance certificate of the City, signed by an authorized financial officer of the City and setting forth (1) the information and computations to establish compliance with all financial covenants at the end of the period covered by the financial statements then being furnished and (2) whether there existed as of the date of such financial statements and whether there exists as of the date of the certificate, any default under the Bond Purchase Agreement and, if any such default exists, specifying the nature thereof and the action the City is taking and proposes to take with respect thereto.

(iv) Such other information regarding the business, affairs and condition of the City as the Purchaser may from time to time reasonably request.

(e) *Inspections.* The City shall, at any reasonable time and from time to time, permit the Purchaser or any of its agents or representatives to examine and make copies of and abstracts from the records and books of account related to the transactions contemplated by this Bond Purchase Agreement, and to discuss the affairs, finances, and accounts of the City with any of its officers or any of its independent accountants.

(f) *Maintenance of Approvals.* The City shall at all times maintain in effect, renew and comply with all the terms and conditions of all approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for its execution, delivery and performance of this Bond Purchase Agreement and the Resolution.

(g) *Other Acts.* Upon request by the Purchaser, the City shall cooperate with the Purchaser for the purpose of carrying out, and shall perform all acts which may be necessary or advisable to carry out, the intent of this Bond Purchase Agreement and the Resolution.

8. Conditions to Closing. The Purchaser has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the City contained herein and the performance by the City of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Purchaser's obligations to take up and pay for the Bond under this Bond Purchase Agreement are and shall be subject at the option of the Purchaser, to the following further conditions at the Closing:

(a) *Representations True.* The representations and warranties of the City contained herein shall be true, complete and correct in all material respects at the date hereof and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Purchaser at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the City shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement;

(b) *Obligations Performed.* At the time of the Closing, (i) this Bond Purchase Agreement, and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser; (ii) all actions which, in the opinion of Raymond M. Haight ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (iii) the City shall perform or have performed all of its obligations required under or specified in the Resolution or this Bond Purchase Agreement to be performed at or prior to the Closing;

(c) *Adverse Rulings.* No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the City, pending or threatened which has any of the effects described in Section 6(f) hereof.

(d) *Delivery of Documents.* At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the following documents, in each case dated as of the Closing and satisfactory in form and substance to the Purchaser:

(1) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of interest on the Bond from personal income taxation by the State of California, dated the date of the Closing, addressed to the City (it is herein acknowledged that interest on the Bond is not excluded from gross income for purposes of federal taxation);

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Purchaser can rely upon the approving opinion described in (d)(1) above;

(3) Supplemental Opinion. A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Purchaser to the effect that:

(i) this Bond Purchase Agreement and the Resolution have been duly executed and delivered by the City and, assuming due authorization, execution and delivery by and validity against the parties thereto, are valid and binding agreements of the City, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases; and

(ii) the Bond is not subject to the registration requirements of the Securities Act and the Resolution is exempt from qualification under the Trust Indenture Act.

(4) Additional Certificates. Certificates signed by appropriate officials of the City to the effect that (i) such officials are authorized to execute this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the City herein are true and correct in all material respects as of the date of Closing, (iii) the City has complied with all the terms of the Resolution and this Bond Purchase Agreement which are necessary to be complied with prior to or concurrently with the Closing and such documents are in full force and effect, and (iv) the Bond being delivered on the date of

the Closing to the Purchaser under this Bond Purchase Agreement conforms substantially to the description thereof contained in the Resolution;

(5) Resolution. A certificate, together with fully executed copies of the Resolution, of the City Clerk to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and neither has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(7) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser may reasonably request to evidence (i) compliance by the City with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the City herein contained, and (iii) the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City; and

(e) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bond shall not have been delivered by the City to the Purchaser prior to the close of business, California Time, on _____, 2013, then the obligation to purchase the Bond hereunder shall terminate and be of no further force or effect except with respect to the obligations of the City under Section 10 hereof.

If the City shall be unable to satisfy the conditions to the Purchaser's obligations contained in this Bond Purchase Agreement or if the Purchaser's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Purchaser at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the City in writing, or by telephone or email, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the City hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in writing at its sole discretion.

9. Conditions to Obligations of the City. The performance by the City of its obligations is conditioned upon (i) the performance by the Purchaser of its obligations hereunder; and (ii) receipt by the City and the Purchaser of opinions and certificates being delivered at the Closing by persons and entities other than the City.

10. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing: if to the City, to the City Manager, City of Porterville, or if to the Purchaser, to Rabobank, N.A., 915 Highland Pointe Drive, Suite 350, Roseville, CA 95678, Attention: Commercial Loan Administration Services.

11. Events of Default. The Events of Default described in Section 8.01 of the Resolution shall also constitute events of default under this Bond Purchase Agreement. In addition, the

Purchaser shall have all the rights and remedies described in Section 8.02 of the Resolution to enforce the terms and conditions of this Bond Purchase Agreement.

12. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the City in writing as heretofore specified shall constitute the entire agreement among the City and the Purchaser with respect to the subject matter hereof. This Bond Purchase Agreement is made solely for the benefit of the City and the Purchaser (including the successors of the Purchaser and any other owner from time to time of the Bond in accordance with the provisions of the Resolution). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the City in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Purchaser, (b) delivery of and payment by the Purchaser for the Bond hereunder, and (c) any termination of this Bond Purchase Agreement.

13. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

14. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

RABOBANK, N.A., as Purchaser

By _____
Name _____
Title _____

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF PORTERVILLE

By _____
Name _____
Title _____

EXHIBIT A

OPTIONAL AND MANDATORY REDEMPTION PROVISIONS

Optional Redemption. The Bond is subject to redemption prior to its stated maturity, at the option of the City, in whole or in part, on any Business Day from any moneys on deposit in the Debt Service Fund for such purpose, at a prepayment price equal to one hundred percent (100%) of the principal amount thereof to be redeemed together with a premium (computed on the principal amount to be redeemed) of __%, plus accrued interest to the redemption date.

Mandatory Redemption. The Term Bond maturing on October 1, 2020 is subject to mandatory redemption in part, by lot, without premium, on October 1, 2014 and on each April 1 and October 1 thereafter, from the sinking fund payments that have been deposited into the Debt Service Fund, according to the following schedule:

PAYMENT DATE	PRINCIPAL AMOUNT
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20	
_____ 1, 20 (maturity)	

Raymond M. Haight
Attorney at Law
5524 Scotts Valley Drive, Suite 23
Scotts Valley, CA 95066

(831) 438-6614

Fax: (831) 438-6667

July 9, 2013

Honorable Mayor and City Council Members
City of Porterville
291 North Main Street
Porterville, CA 93257

Re: Fee Agreement Related to
\$ _____
City of Porterville
2013 Taxable Pension Obligation Bonds

Dear Honorable City Council:

Detailed below is my form of agreement to conduct certain proceedings (presently contemplated by you) with respect to the proposed execution and delivery of City of Porterville ("City") 2013 Taxable Pension Obligation Bonds (or other financial instruments or documents) for the purpose of refunding the outstanding obligation of City to the California Public Employees Retirement System (CalPERS) in connection with City's public safety employee side fund.

In connection with the contemplated proceedings, I agree to represent and serve you as bond counsel as herein provided:

Bond Counsel Services:

1. Consult with you and your staff in order to provide a coordinated financial and legal program for the funding.
2. Attend all meetings of the City Council or other bodies relating to the proceedings including, at your request, all informal meetings when called upon by you.
3. Confer with the underwriter, including the review of its contract for legal sufficiency.
4. Prepare all agreements, certificates, resolutions, orders, notices, closing documents, affidavits and other documents or correspondence of a legal nature as may be necessary in the conduct of said proceedings and in the execution and delivery of the 2013 Taxable Pension Obligation Bonds ("Bonds") (or other financial instruments or documents) for the purpose of accomplishing the refunding of the obligation of City to CalPERS, including providing a legal opinion regarding the sufficiency of the proceedings and the validity of the Bonds (or other

Honorable City Council
City of Porterville
July 9, 2013
Page -2-

financial instruments and documents) executed and delivered.

5. During the course of the proceedings, advise your consultants or staff by telephone, correspondence or conference as to legal questions involving the City and relating to said proceedings.

Without limitation, the following specific services are not included in my flat fee:

- (a) Bond printing;
- (b) Services in representing the City in litigation concerning the legality of the proceedings, as well as any uncontested validating suit recommended by me to be taken.

For any excluded service referenced in (a) and (b), above, which is delegated by the City to me for performance, and is accepted by me, I shall be paid a reasonable fee on an hourly basis or a lump sum, as agreed upon by the parties at the time of delegation.

Bond Counsel Fees and Costs:

For those services as set forth above in Paragraph Nos. 1 through 5, inclusive, my fee shall be a flat rate of \$50,000, inclusive of expenses, to be assessed as an incidental expense of the proceedings, payable from Bond proceeds and not otherwise. If bonds (or other financial instruments or documents) are not executed and delivered for the purpose of refunding the outstanding obligation of the City to CalPERS, no fees or expenses shall be due.

If this agreement is acceptable please so indicate by causing the same to be executed hereinbelow.

Very truly yours,

RAYMOND M. HAIGHT

Honorable City Council
City of Porterville
July 9, 2013
Page -3-

The foregoing agreement was accepted by the City Council of the City of Porterville at a regular meeting thereof held on the ____ day of _____, 2013.

FOR AND ON BEHALF OF THE CITY
OF PORTERVILLE

By: _____

AGENDA: May 21, 2013

SUBJECT: CONSIDERATION OF REFINANCING UNFUNDED CALPERS PUBLIC SAFETY PLAN SIDE FUND OBLIGATION

SOURCE: Administration


COMMENT: In September 2003, CalPERS combined the retirement plans for public agencies with small groups (less than 100 employees) in an attempt to reduce the volatility of employer contribution rates, these agencies being placed in risk pools. At that time, the City's Police and Fire plans each had fewer than 100 employees. All agencies belonging to a risk pool are required to have the same contract provisions. Actuarial risk and the normal employer rate are calculated based on the entire pool rather than by individual entity. In addition to the normal rate, each entity that had an unfunded liability upon entering the pool was additionally assessed. CalPERS created a "Side Fund" to amortize each agency's unfunded liability over a fixed term at a fixed rate. The CalPERS Side Fund charges interest at a rate of 7.50%, equivalent to what CalPERS believes their annual average investment return rate would have been had they retained the funds to invest over twenty years.

The Side Fund expense is part of the employer's rate for CalPERS. The unfunded liability in the City's Side Fund is approximately \$3.7 million, and is equivalent to 9.565% of the employer's share of the overall 31.234% Public Safety Plan CalPERS employer contribution rate for FY 2013/2014. Any savings on annual interest payments as a result of a lower interest rate would reduce this percentage and could be substantial.

Given the recent successful refinancing of the 2005 Certificates of Participation in coordination with Rabobank, the City has been presented with an opportunity to pay off the Side Fund obligation by issuing a pension obligation bond through Rabobank at a 3.0% fixed interest rate. Refinancing the CalPERS Side Fund for public safety employees presents an opportunity to realize approximately \$350,000 in interest savings over the next seven (7) years, or the current term of the Side Fund obligation. This opportunity only exists for groups in risk pools, and therefore is not available for the Miscellaneous CalPERS Plan.

It is staff's recommendation to authorize the City Manager to sign the offered Term Sheet, and allow Rabobank to begin the proceedings toward the refunding of the CalPERS "Side Fund" obligation for interest savings.

Dir. 

Appropriated/Funded 

C/M 

Item No. 19

RECOMMENDATION: That the City Council consider proceeding with Rabobank in the refunding of the CalPERS Public Safety Side Fund, and authorize the City Manager to sign the offered Term Sheet.

ATTACHMENT: 1. Rabobank Term Sheet
2. CalPERS Public Safety Plan Annual Valuation Report



City of Porterville
Indicative Terms and Conditions as of May 15, 2013

By accepting this term sheet the City of Porterville (the "City") agrees that (i) it shall use the information contained herein solely for the purpose of evaluating a possible transaction between the City and Rabobank, N.A. (the "Bank") and for no other purpose and (ii) the City and its representatives will keep confidential and not disclose any of such information to any third parties other than its financial advisor and legal counsel, including the fact that the City is considering a possible transaction with the Bank. *This proposal is not a commitment. The terms and conditions contained in this proposal are not intended to be exhaustive or all-inclusive, and the final legal documentation may include additional or different terms and conditions required by the Bank that are not included herein.*

Borrower:	The City of Porterville.
Bank:	Rabobank, N.A.
Purpose:	To provide refunding of 'Side Fund' obligation for interest savings.
Amount:	\$4,000,000.
Use and Investment of Proceeds:	The City will invest and apply the proceeds of the sale of the bonds only as permitted by applicable law. Proceeds of the bonds will be used to refinance its side fund obligation to CalPERS.
Interest Rate:	3.0% fixed (indexed at 280 basis points over 1 month Libor)
Maturity:	7 years.
Nature of Obligation and Repayment:	Obligation is payable from any source of legally available funds of the City, including amounts on deposit in the general fund of the City. Principal and interest to be paid on same dates as existing Porterville loan with Rabobank, N.A..
Bank Fee:	\$40,000.
Legal Fees/Expenses:	Estimated \$20,000.
Bank Counsel:	TBD
Opinion of City's Counsel:	The Bank shall receive an opinion of counsel to the City acceptable to the Bank, including among other things an opinion that the debt has been



duly and validly authorized by the City and when issued and delivered to the Bank will each constitute a legal valid and binding obligation of the City, enforceable in accordance with its terms.

Documentation:

To be determined by bank counsel and borrower's counsel.

Conditions Precedent:

Any terms and conditions the Bank may reasonably require for transactions of this nature, including the following:

- No default on any outstanding indebtedness.

Credit Approval and Offer
Expiration:

This term sheet is an indication of interest only and is not a commitment to lend. Any offer by the Bank in connection with the proposed transaction will be subject to the Bank's satisfactory completion of its due diligence review of the City, the Authority and final credit approval by the Bank.

The Bank anticipates, but cannot guaranty, being able to provide its credit decision within weeks of being given the mandate to purchase the warrants. The terms described herein expire May 15, 2013 unless extended by the Bank.

Absence of Fiduciary
Relationship:

The City acknowledges that the transactions described in this document are arms'-length commercial transactions and that the Bank is acting as principal and in its best interests. The City is relying on its own experts, lawyers and advisors to determine whether the transactions described in this document are in its best interests. The City agrees that the Bank will act under this document as an independent contractor and that nothing in this document, the nature of the Bank's services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between the Bank, on the one hand, and the City, on the other hand. In addition, the Bank may employ the services of its affiliates in providing certain services in connection with the transactions described in this document and may exchange with such affiliates information concerning the City that may be the subject of the transactions described in this term sheet.

Please note that the Bank and its affiliates do not provide tax, accounting or legal advice. The Bank and its advisors are not serving as a municipal advisor to the City.

Anti-tying Disclosure:

The extension of commercial loans or other products or services to the City by the Bank or any of its subsidiaries will not be conditioned on the City's taking other products or services offered by the Bank or any of its



subsidiaries or affiliates, unless such a condition is permitted under an exception to the anti-tying provisions of the U.S. Bank Holding Company Act of 1956, as amended, and the regulations issued by the Federal Reserve Board implementing the anti-tying rules (collectively, the "Anti-tying Rules"). The Bank will not vary the price or other terms of any product or service offered by the Bank or its subsidiaries on the condition that the City purchase another product or service from the Bank or any affiliate, unless the Bank is authorized to do so under an exception to the Anti-tying Rules. The Bank will not require the City to provide property or services to the Bank or any affiliate as a condition to the extension of a commercial loan to the City by the Bank or any of its subsidiaries, unless such a requirement is reasonably required to protect the safety and soundness of the loan. The Bank will not require the City to refrain from doing business with a competitor of the Bank or any of its affiliates as a condition to receiving a commercial loan from the Bank or any of its subsidiaries, unless the requirement is reasonably designed to ensure the soundness of the loan.

Bank Contacts:

Ian Carroll
Senior Vice President
Rabobank, N.A.
915 Highland Pointe Drive, Suite 350
Roseville, CA 95678
Telephone: 916-878-4655
Mobile: 916-494-9770
Fax: 916-494-9770
E-Mail: Ian.Carroll@rabobank.com

Acknowledged and
Consented:

By: _____
John Lollis
CITY OF PORTERVILL

This document has been prepared by the Bank for information purposes only. This document is an indicative summary of the terms and conditions of the transaction described herein and may be amended, superseded or replaced by subsequent summaries. The final terms and conditions of the transaction will be set out in full in the applicable binding transaction document(s).

This document shall not constitute a commitment to participate in the transaction described herein, which shall be subject to the Bank's internal approvals. No transaction or services related thereto is contemplated without the Bank's subsequent formal agreement. The Bank is acting solely as principal and not as advisor or fiduciary. Accordingly you must independently determine, with your own advisors,



the appropriateness for you of the transaction before investing or transacting. The Bank accepts no liability whatsoever for any direct, consequential or other losses arising from the use of this document or reliance on the information contained herein.

The Bank does not guarantee the accuracy or completeness of information which is contained in this document and which is stated to have been obtained from or is based upon trade and statistical services or other third party sources. Any data on past performance, modelling or back-testing contained herein is no indication as to future performance. No representation is made as to the reasonableness of the assumptions made within or the accuracy or completeness of any modeling or back-testing. All opinions and estimates are given as of the date hereof and are subject to change. The information in this document is not intended to predict actual results and no assurances are given with respect thereto.

The Bank, its affiliates and the individuals associated therewith may (in various capacities) participate in transactions identical or similar to those described herein.

IRS Circular 230 Disclosure: The Bank and its affiliates do not provide tax advice. Please note that (i) any discussion of US tax matters contained in this communication (including any attachments) cannot be used by you for the purpose of avoiding tax penalties; (ii) this communication was written to support the promotion or marketing of the matters addressed herein; and (iii) you should seek advice based on your particular circumstances from an independent tax advisor.

THIS DOCUMENT DOES NOT DISCLOSE ALL THE RISKS AND OTHER SIGNIFICANT ISSUES RELATED TO THE POTENTIAL TRANSACTION. PRIOR TO TRANSACTING, POTENTIAL PARTICIPANTS SHOULD ENSURE THAT THEY FULLY UNDERSTAND THE TERMS OF THE TRANSACTION AND ANY APPLICABLE RISKS.



California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone • (916) 795-2744 fax
www.calpers.ca.gov

October 2012

SAFETY PLAN OF THE CITY OF PORTERVILLE (CalPERS ID 5259660063)
Annual Valuation Report as of June 30, 2011

Dear Employer,

As an attachment to this letter, you will find a copy of Section 1 of the June 30, 2011 actuarial valuation report of your pension plan. Since your plan had less than 100 active members in at least one valuation since June 30, 2003, it is required to participate in a risk pool. The valuation report is divided into two Sections:

- Section 1 contains specific information for your plan, including the development of your pooled employer contribution rate, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to your plan, as of June 30, 2011.

Section 2 may be found on the CalPERS website (www.calpers.ca.gov) then selecting Employers >Actuarial & GASB 27 Information >Risk Pooling >Risk Pool Annual Valuation Report, or at the following address: <http://ow.ly/eNpMg>.

This report contains important actuarial information about your pension plan at CalPERS. Your CalPERS staff actuary is available to discuss the report with you.

Changes Since the Prior Valuation

The CalPERS' Board of Administration adopted updated actuarial assumptions to be used beginning with the June 30, 2011 valuation. The inflation rate changed from 3% to 2.75% and the discount rate changed from 7.75% to 7.5%. In addition, a temporary modification to our method of determining the actuarial value of assets and amortizing gains and losses was implemented for the valuations as of June 30, 2009 through June 30, 2011. The effect of those modifications continues in this valuation.

There may also be changes specific to your plan such as contract amendments and funding changes.

Future Contribution Rates

The exhibit below displays the required employer contribution rate and Superfunded status for 2013/2014 along with an estimate of the contribution rate and Superfunded status for 2014/2015. The estimated rate for 2014/2015 is based on a projection of the most recent information we have available, including an estimate of the investment return for fiscal 2011/2012, namely 0%. See Section 2 Appendix E, "Analysis of Future Investment Return Scenarios", for how much the Risk Pool's portion of your rate is expected to increase in 2015/2016 rate projections under a variety of investment return scenarios for the Risk Pool's portion of your rate. Please disregard any projections that we may have provided to you in the past.

Fiscal Year	Employer Contribution Rate	Superfunded?
2013/2014	31.234%	No
2014/2015	32.8% (projected)	No

Member contributions (whether paid by the employer or the employee) are in addition to the above rates. Further, these rates do not reflect any cost sharing.

The estimate for 2014/2015 assumes that there are no future amendments and no liability gains or losses (such as larger than expected pay increases, more retirements than expected, etc.). This is a very important assumption because these gains and losses do occur and can have a significant effect on your contribution rate. Even for the largest plans, such gains and losses can impact the employer's contribution rate by one or two percent or even more in some less common instances. These gains and losses cannot be predicted in advance so the projected employer contribution rate for 2014/2015 is just an estimate. Your actual rate for 2014/2015 will be provided in next year's report.

California Actuarial Advisory Panel Recommendations

The report satisfies all basic disclosure requirements under the Model Disclosure Elements for Actuarial Valuation Reports recommended by the California Actuarial Advisory Panel, except for the original base amounts of the unfunded liability amortization.

The report gives the following additional information classified as enhanced risk disclosures under the Model Disclosure Elements for Actuarial Valuation Reports recommended by the California Actuarial Advisory Panel:

- "Deterministic stress test", projecting future results under different investment income scenarios. (See Appendix E's Analysis of Future Investment Return Scenarios, from Section 2 of this report.)
- "Sensitivity analysis", showing the impact on current valuation results of a plus or minus 1% change in the discount rate. (See Appendix E's Analysis of Discount Rate Sensitivity, from Section 2 of this report.)

We are very busy preparing actuarial valuations for other public agencies and expect to complete all such valuations by the end of October. We understand that you might have a number of questions about these results. While we are very interested in discussing these results with your agency, in the interest of allowing us to give every public agency their result, we ask that, if at all possible, you wait until after October 31 to contact us with questions. If you have questions, please call (888) CalPERS (225-7377).

Sincerely,



ALAN MILLIGAN,
Chief Actuary



ACTUARIAL VALUATION
as of June 30, 2011

**for the
SAFETY PLAN
of the
CITY OF PORTERVILLE**
(CalPERS ID 5259660063)

**REQUIRED CONTRIBUTIONS
FOR FISCAL YEAR
July 1, 2013 - June 30, 2014**

TABLE OF CONTENTS

SECTION 1 – PLAN SPECIFIC INFORMATION

SECTION 2 – RISK POOL ACTUARIAL VALUATION INFORMATION

Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Plan Specific Information for the SAFETY PLAN of the CITY OF PORTERVILLE

**(CalPERS ID 5259660063)
(Rate Plan # 1389)**

TABLE OF CONTENTS

ACTUARIAL CERTIFICATION	1
HIGHLIGHTS AND EXECUTIVE SUMMARY	3
• PURPOSE OF SECTION 1	3
• REQUIRED EMPLOYER CONTRIBUTIONS	4
• PLAN'S FUNDED STATUS	5
• SUPERFUNDED STATUS	5
• PROJECTED CONTRIBUTIONS	5
• RATE VOLATILITY	6
SUMMARY OF FINANCIAL AND DEMOGRAPHIC INFORMATION	7
• PLAN'S SIDE FUND	7
• DEVELOPMENT OF THE ACTUARIAL VALUE OF ASSETS	8
• FUNDING HISTORY	8
• PLAN'S TOTAL NORMAL COST RATE	8
• HYPOTHETICAL TERMINATION LIABILITY	9
• SUMMARY OF PARTICIPANT DATA	9
• LIST OF CLASS 1 BENEFIT PROVISIONS	9
INFORMATION FOR COMPLIANCE WITH GASB STATEMENT NO. 27	10
SUMMARY OF PLAN'S MAJOR BENEFIT OPTIONS	11

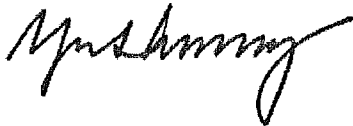
ACTUARIAL CERTIFICATION

Section 1 of this report is based on the member and financial data contained in our records as of June 30, 2011 which was provided by your agency and the benefit provisions under your contract with CalPERS. Section 2 of this report is based on the member and financial data as of June 30, 2011 provided by employers participating in the risk pool to which your plan belongs and benefit provisions under the CalPERS contracts for those agencies.

As set forth in Section 2 of this report, the Pool Actuary has certified that, in her opinion, the valuation of the Risk Pool containing your SAFETY PLAN has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the Risk Pool, as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for your plan, it is my opinion as your Plan Actuary that the Side Fund as of June 30, 2011 and employer contribution rate as of July 1, 2013, have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary for CalPERS, who is a member of both the American Academy of Actuaries and Society of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.



MAY SHUANG YU for KELLY STURM, ASA, MAAA
Senior Pension Actuary, CalPERS
Plan Actuary

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HIGHLIGHTS AND EXECUTIVE SUMMARY

Purpose of Section 1

This section 1 report for the SAFETY PLAN of the CITY OF PORTERVILLE of the California Public Employees' Retirement System (CalPERS) was prepared by the Plan Actuary in order to:

- set forth the actuarial assets and accrued liabilities of this plan as of June 30, 2011;
- determine the required employer contribution rate for this plan for the fiscal year July 1, 2013 through June 30, 2014;
- provide actuarial information as of June 30, 2011 to the CalPERS Board of Administration and other interested parties; and
- provide pension information as of June 30, 2011 to be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement Number 27 for a Cost Sharing Multiple Employer Defined Benefit Pension Plan.

The use of this report for any other purposes may be inappropriate. In particular, this report does not contain information applicable to alternative benefit costs. The employer should contact their actuary before disseminating any portion of this report for any reason that is not explicitly described above.

SECTION 1 – PLAN SPECIFIC INFORMATION FOR THE SAFETY PLAN OF THE CITY OF PORTERVILLE

Required Employer Contributions

	Fiscal Year 2012/2013	Fiscal Year 2013/2014
Employer Contribution Required (in Projected Dollars)		
Risk Pool's Net Employer Normal Cost	\$ 1,010,606	\$ 1,028,790
Risk Pool's Payment on Amortization Bases	295,097	322,932
Surcharge for Class 1 Benefits		
a) FAC 1	61,324	58,236
Phase out of Normal Cost Difference	0	0
Amortization of Side Fund	604,818	622,358
Total Employer Contribution	\$ 1,971,845	\$ 2,032,316
Employee Cost Sharing	N/A	0
Net Employer Contribution	N/A	2,032,316
Annual Lump Sum Prepayment Option*	\$ 1,899,609	\$ 1,960,140
Projected Payroll for the Contribution Fiscal Year	\$ 6,509,962	\$ 6,506,798
Employer Contribution Required (Percentage of Payroll)		
Risk Pool's Net Employer Normal Cost	15.524%	15.811%
Risk Pool's Payment on Amortization Bases	4.533%	4.963%
Surcharge for Class 1 Benefits		
a) FAC 1	0.942%	0.895%
Phase out of Normal Cost Difference	0.000%	0.000%
Amortization of Side Fund	9.291%	9.565%
Total Employer Contribution	30.290%	31.234%
Employee Cost Sharing	N/A	(0.000%)
Net Employer Contribution	N/A	31.234%

Appendix C of Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges for each benefit.

Risk pooling was implemented as of June 30, 2003. The normal cost difference is scheduled to be phased out over a five year period. The phase out of normal cost difference is 100% for the first year of pooling, and is incrementally reduced by 20% of the original normal cost difference for each subsequent year.

*Payment must be received by CalPERS before the first payroll reported to CalPERS of the new fiscal year and after June 30.

SECTION 1 – PLAN SPECIFIC INFORMATION FOR THE SAFETY PLAN OF THE CITY OF PORTERVILLE

Plan's Funded Status

	June 30, 2010	June 30, 2011
1. Present Value of Projected Benefits (PVB)	N/A	\$ 59,701,395
2. Entry Age Normal Accrued Liability	N/A	44,878,288
3. Plan's Actuarial Value of Assets (AVA)	N/A	\$ 36,367,039
4. Unfunded Liability (AVA Basis) [(2) - (3)]	N/A	\$ 8,511,249
5. Funded Ratio (AVA Basis) [(3) / (2)]	N/A	81.0%
6. Plan's Market Value of Assets (MVA)	N/A	\$ 32,567,910
7. Unfunded Liability (MVA Basis) [(2) - (6)]	N/A	12,310,378
8. Funded Ratio (MVA Basis) [(6) / (2)]	N/A	72.6%

Superfunded Status

	June 30, 2010	June 30, 2011
Is the plan Superfunded?	No	No
[Yes if AVA exceeds PVB, No otherwise]		

Projected Contributions

The rate shown below is an estimate for the employer contribution for Fiscal Year 2014/2015. The estimated rate is based on a projection of the most recent information we have available, including an estimate of the investment return for fiscal year 2011/2012, namely 0%:

Projected Employer Contribution Rate: 32.8%

The estimate also assumes that there are no liability gains or losses among the plans in your risk pool, that your plan has no new amendments in the next year, and that your plan's and your risk pool's payrolls both increase exactly 3.0% in the 2011/2012 fiscal year. Therefore, the projected employer contribution rate for 2014/2015 is just an estimate. Your actual rate for 2014/2015 will be provided in next year's report.

Rate Volatility

Your plan's employer contribution rate will inevitably fluctuate, for many reasons. However, the biggest fluctuations are generally due to changes in the side fund rate resulting from unexpected changes in payroll. The following figure shows how much your 2014/2015 side fund rate would change for each 1% deviation between our 3.0% payroll growth assumption and your actual 2011/2012 payroll growth.

POTENTIAL 2014/2015 RATE IMPACT FROM 2011/2012 PAYROLL DEVIATION

% Rate Change per 1% Deviation from Assumed 3.0% Payroll Growth: (0.092%)

Examples: To see how your employer contribution rate might be affected by unexpected payroll change, suppose the following:

- The % Rate Change per 1% Deviation figure given above is -0.400%
- Your plan's payroll increased 10% in 2011/2012 (7.0% more than our 3.0% assumption).

Then your 2014/2015 rate would decrease $-0.400\% \times (10 - 3.0) = -2.80\%$ from that cause alone.

Or conversely, using the same % Rate Change per 1% Deviation figure given above, suppose your plan's payroll remained the same in 2011/2012 (3.0% less than our 3.0% assumption).

Then your 2014/2015 rate would increase $-0.400\% \times (0 - 3.0) = 1.2\%$ from that cause alone.

Note that if your plan had a negative side fund, an unexpected payroll increase would spread the payback of the negative side fund over a bigger payroll, which would decrease your plan's side fund percentage rate and the total employer contribution rate. On the other hand, if your plan had a positive side fund, an unexpected payroll increase would spread the payback of the positive side fund over a larger payroll, which would increase your plan's side fund percentage rate and the total employer contribution rate. In either case, the amortization of Side Fund dollar amount would not change.

SUMMARY OF FINANCIAL AND DEMOGRAPHIC INFORMATION

Plan's Side Fund

At the time your plan joined the Risk Pool, a side fund was created to account for the difference between the funded status of the pool and the funded status of your plan, in addition to your existing unfunded liability. The side fund for your plan as of the June 30, 2011 valuation is shown in the following table.

Your side fund will be credited, on an annual basis, with the actuarial investment return assumption. This assumption is 7.75% prior to July 1, 2012 and 7.5% after June 30, 2012. A positive side fund will cause your required employer contribution rate to be reduced by the Amortization of Side Fund shown above in Required Employer Contributions. A negative side fund will cause your required employer contribution rate to be increased by the Amortization of Side Fund. In the absence of subsequent contract amendments or funding changes, the side fund will disappear at the end of the amortization period shown below.

Plan's Side Fund Reconciliation

	June 30, 2010.	June 30, 2011
Side Fund as of valuation date*	\$ (4,544,839)	\$ (4,308,149)
Adjustments	0	0
Side Fund Payment	567,341	585,780
Side Fund one year later	\$ (4,308,149)	\$ (4,033,975)
Adjustments	0	0
Side Fund Payment	585,780	604,818
Side Fund two years later	\$ (4,033,975)	\$ (3,709,434)
Amortization Period	8	7
Side Fund Payment during last year	\$ 604,818	\$ 622,358

* If your agency employed superfunded vouchers in fiscal year 2010/2011 to pay employee contributions, the June 30, 2011 Side Fund amount has been adjusted by a like amount without any further adjustment to the Side Fund's amortization period. Similarly, the Side Fund has been adjusted for the increase in liability from any recently adopted Class 1 or Class 2 contract amendments. Also, the Side Fund may be adjusted or eliminated due to recent lump sum payments. Contract amendments and lump sum payments may result in an adjustment to the Side Fund amortization period.

SECTION 1 – PLAN SPECIFIC INFORMATION FOR THE SAFETY PLAN OF THE CITY OF PORTERVILLE

Development of the Actuarial Value of Assets

		June 30, 2011
1. Plan's Accrued Liability	\$	44,878,288
2. Plan's Side Fund		(4,308,149)
3. Pool's Accrued Liability		2,061,923,933
4. Pool's Side Fund		(99,308,581)
5. Pool's Actuarial Value of Assets Including Receivables		1,759,286,797
6. Plan's Actuarial Value of Assets (AVA) Including Receivables $[(1 + 2) / (3 + 4) \times 5]$	\$	36,367,039
7. Pool's Market Value of Assets (MVA) Including Receivables		1,575,500,641
8. Plan's Market Value of Assets (MVA) Including Receivables $[(1 + 2) / (3 + 4) \times 7]$	\$	32,567,910

Funding History

The Funding History below shows the actuarial accrued liability, the actuarial value of assets, the market value of assets, funded ratios and the annual covered payroll. The actuarial value of assets is used to establish funding requirements and the funded ratio on this basis represents the progress toward fully funding future benefits for current plan participants. The funded ratio based on the market value of assets is an indicator of the short-term solvency of the plan.

Valuation Date	Accrued Liability	Actuarial Value of Assets (AVA)	Market Value of Assets (MVA)	Funded Ratio AVA	Funded Ratio MVA	Annual Covered Payroll
06/30/11	\$ 44,878,288	\$ 36,367,039	\$ 32,567,910	81.0%	72.6%	\$ 5,954,642

Plan's Total Normal Cost Rate

The Public Employees' Pension Reform Act of 2013 requires that new employees pay at least 50% of the total annual normal cost and that current employees approach the same goal through collective bargaining. Please refer to the CalPERS website for more details.

Shown below is the total annual normal cost rate for your plan. Note that this rate is for current members only.

	Fiscal Year 2012/2013	Fiscal Year 2013/2014
Pool's Net Total Normal Cost Rate	N/A	24.790%
Surcharge for Class 1 Benefits		
a) FAC 1	N/A	0.895%
Plan's Total Normal Cost Rate	N/A	25.685%

SECTION 1 – PLAN SPECIFIC INFORMATION FOR THE SAFETY PLAN OF THE CITY OF PORTERVILLE

Hypothetical Termination Liability

In August 2011, the CalPERS Board adopted an investment policy and asset allocation strategy that more closely reflects expected benefit payments of the Terminated Agency Pool. With this change, CalPERS increased benefit security for members while limiting its funding risk.

The table below shows the hypothetical termination liability, the market value of assets, the unfunded termination liability and the termination funded ratio. The assumptions used, including the discount rate, are stated in Appendix A and take into account the yields available in the US Treasury market on the valuation date and the mortality load for contingencies. The discount rate is duration weighted and is not necessarily the rate that would be used for this plan if it were to terminate. The discount rate for this plan's termination liability would depend on the duration of the liabilities of this plan. For purposes of this estimate, the discount rate of 4.82% is based on the June 30, 2011 30-year US Treasury Stripped Coupon Rate. Please note, as of June 30, 2012 the 30-year US Treasury Stripped Coupon Rate was 2.87%.

Valuation Date	Hypothetical Termination Liability	Market Value of Assets (MVA)	Unfunded Termination Liability	Termination Funded Ratio	Discount Rate
06/30/11	\$ 62,850,963	\$ 32,567,910	\$ 30,283,053	51.8%	4.82%

Summary of Participant Data

The table below shows a summary of your plan's member data upon which this valuation is based:

	June 30, 2010	June 30, 2011
Projected Payroll for Contribution Purposes	\$ 6,509,962	\$ 6,506,798
Number of Members		
Active	96	95
Transferred	50	47
Separated	27	32
Retired	67	71

List of Class 1 Benefit Provisions

- One Year Final Compensation

Information for Compliance with GASB Statement No. 27 for Cost-Sharing Multiple-Employer Defined Benefit Plan

Your plan is part of the Safety 3.0% at 55 Risk Pool, a cost-sharing multiple-employer defined benefit plan. Under GASB 27, an employer should recognize annual pension expenditures/expense equal to its contractually required contributions to the plan. Pension liabilities and assets result from the difference between contributions required and contributions made. The contractually required contribution for the period July 1, 2013 to June 30, 2014 has been determined by an actuarial valuation of the plan as of June 30, 2011. Your unadjusted contribution rate for the indicated period is 31.234% of payroll. In order to calculate the dollar value of the contractually required contributions for inclusion in financial statements prepared as of June 30, 2014, this contribution rate, less any employee cost sharing, and as modified by any subsequent financing changes or contract amendments for the year, would be multiplied by the payroll of covered employees that was actually paid during the period July 1, 2013 to June 30, 2014. However, if this contribution is fully prepaid in a lump sum, then the dollar value of contractually required contributions is equal to the lump sum prepayment. The employer and the employer's auditor are responsible for determining the contractually required contributions. Further, the required contributions in dollars and the percentage of that amount contributed for the current year and each of the two preceding years is to be disclosed under GASB 27.

A summary of principal assumptions and methods used to determine the contractually required contributions is shown below for the cost-sharing multiple-employer defined benefit plan.

Valuation Date	June 30, 2011
Actuarial Cost Method	Entry Age Normal Cost Method
Amortization Method	Level Percent of Payroll
Average Remaining Period	20 Years as of the Valuation Date
Asset Valuation Method	15 Year Smoothed Market
Actuarial Assumptions	
Discount Rate	7.50% (net of administrative expenses)
Projected Salary Increases	3.30% to 14.20% depending on Age, Service, and type of employment
Inflation	2.75%
Payroll Growth	3.00%
Individual Salary Growth	A merit scale varying by duration of employment coupled with an assumed annual inflation growth of 2.75% and an annual production growth of 0.25%.

Complete Information on assumptions and methods is provided in Appendix A of Section 2 of the report. Appendix B of Section 2 of the report contains a description of benefits included in the Risk Pool Actuarial Valuation.

A Schedule of Funding for the Risk Pool's actuarial value of assets, accrued liability, their relationship, and the relationship of the unfunded liability (UL) to payroll for the risk pool(s) to which your plan belongs can be found in Section 2 of the report.

SECTION 1 – PLAN SPECIFIC INFORMATION FOR THE SAFETY PLAN OF THE CITY OF PORTERVILLE

Summary of Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which your agency has contracted. A description of principal standard and optional plan provisions is in Appendix B within Section 2 of this report.

Benefit Provision	Coverage Group	
	74001	75001
Benefit Formula	3.0% @ 55	3.0% @ 55
Social Security Coverage	no	no
Full/Modified	full	full
Final Average Compensation Period	12 mos.	12 mos.
Sick Leave Credit	yes	yes
Non-Industrial Disability	standard	standard
Industrial Disability	yes	yes
Pre-Retirement Death Benefits	yes	yes
Optional Settlement 2W	level 4	level 4
1959 Survivor Benefit Level	yes	yes
Special	no	no
Alternate (firefighters)		
Post-Retirement Death Benefits		
Lump Sum	\$500	\$500
Survivor Allowance (PRSA)	no	no
COLA	2%	2%
Employee Contributions		
Contractual employer paid	no	no

*Inactive Coverage Group

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration

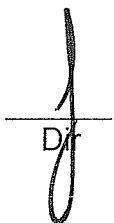
COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8630 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination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

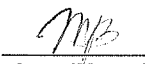
Since its last review on June 18, 2013, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of \$361,750 in damage repair projects were defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, which after final FEMA administrative review, a total of approximately \$270,000 was approved. Although all repair projects were originally to be completed by no later than July 2012, the City received a one (1)-year extension to July 2013.

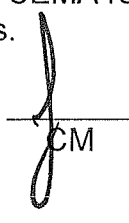
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue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

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

At its meeting on April 2, 2013, the Council awarded a contract in the amount of \$138,350 to Intermountain Slurry Seal, Inc. (Reno, Nevada), for the CEMA repair of Henderson Avenue between Patsy and Balmoral Streets.


Dir


App/Fund


CM

Item No. 20

RECOMMENDATION:

That the Council:

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

ATTACHMENT: None

SUBJECT: CONSIDERATION OF THE PROCESS WHEREBY CITY PROCLAMATIONS ARE APPROVED

SOURCE: Administration

COMMENT: At its meeting on June 18, 2013, the City Council approved Council Member Shelton's request that the Council consider the process whereby City Proclamations are approved. Though staff has been unable to identify any specific policy as to the process that Proclamations are approved, the City's long-standing practice has been that the Mayor receives all requests for Proclamations which are then subject to his/her approval. In staff's preliminary review of other public agency practices and procedures, the predominant process is for the agency Chair or Mayor to approve agency Proclamations. However, there are examples where Proclamations are subject to approval with the Consent Calendar of the agency meeting agenda.

RECOMMENDATION: That the City Council consider the process whereby City Proclamations are approved.

ATTACHMENT: None

C/M

Item No. 21

COUNCIL AGENDA: July 16, 2013

SUBJECT: CONSIDER RESCINDING THE CITY PROCLAMATION OF "LGBT PRIDE MONTH" FOR JUNE 2013

SOURCE: Administration

COMMENT: At its meeting on June 18, 2013, the City Council approved Council Member Ward's request that the Council consider rescinding the City Proclamation of "LGBT Pride Month" for June 2013. At the City Council meeting of June 4, 2013, Mayor Gurrola issued a City Proclamation, proclaiming June 2013 as "LGBT Pride Month". The City Attorney has previously opined that Proclamations are ceremonial and symbolic only, and have no legal import. Accordingly, an action of rescinding the Proclamation would include the same.

RECOMMENDATION: That the City Council consider rescinding the City Proclamation of "LGBT Pride Month" for June 2013.

ATTACHMENT: None

C/M

A handwritten signature, possibly of a council member, written over the "C/M" label.

Item No. 22

COUNCIL AGENDA: July 16, 2013

SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION OF SUPPORT FOR JUNE 2013 AS "A MONTH OF COMMUNITY CHARITY AND GOODWILL TO ALL IN PORTERVILLE"

SOURCE: City Manager

COMMENT: At its meeting on June 18, 2013, the City Council approved Council Member Ward's request that the Council consider adopting a Resolution of Support for June 2013 as "A Month of Community Charity and Goodwill to All in Porterville."

RECOMMENDATION: That the City Council consider adopting a Resolution of Support for June 2013 as "A Month of Community Charity and Goodwill to All in Porterville."

ATTACHMENT: Draft Resolution

C/M 

Item No. 23

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

This Resolution shall take effect from and after the date of its passage and adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2013.

Virginia R. Gurrola, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA – JULY 16, 2013

SUBJECT: APPOINTMENTS TO THE MEASURE R CITIZENS' OVERSIGHT COMMITTEE; AND CITY'S INTERNAL AUDIT COMMITTEE

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

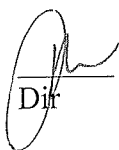
COMMENT: The City currently has vacancies on the Measure R Citizens' Oversight Committee and the Internal City Audit Committee due to the recent resignation of Mr. Charles Webber. This item was presented to the Council on June 18th; however no requests for appointment had been received. Pursuant to Council direction, staff has re-noticed the vacancies and solicited requests for appointment from interested individuals.

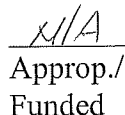
The vacancies are as follows:

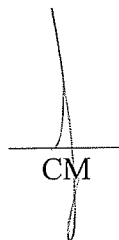
- Measure R Citizens' Oversight Committee: Two-year term expiring in June 2015; and
- Internal City Audit Committee: Unspecified term.

As of the time of agenda compilation, no requests have been received. Any requests received subsequent to agenda distribution will be provided to the Council for consideration.

RECOMMENDATION: That the City Council consider said appointments and provide direction to staff.


Dir


Approp./
Funded


CM

Item No. 24

SUBJECT: CONSIDERATION OF REQUEST FOR FINANCIAL SUPPORT FOR THE
"MARCHING THROUGH TIME" MURAL PROJECT

SOURCE: Administration

COMMENT: The Porterville Mural Committee has requested that the City Council consider contributing \$20,000 in support of the installation of the "Marching Through Time" mural in Centennial Plaza. The Committee has itemized \$17,695 in costs for potential reimbursement associated with improvements to Centennial Plaza in support of the mural installation, and requests an additional \$2,305 in support of the mural's creation.

Both the Arts Commission and the Parks & Leisure Services Commission have recently considered the Committee's request. The Arts Commission has advised that the Council should consider funding the requested amount from its Special Purposes Fund. However, the Parks & Leisure Services Commission has advised that the Council should not fund the request, primarily due to the Centennial Plaza improvements not having been directed nor requested by the City.

In May 2012, the Committee had originally submitted a request for \$35,000 in financial support for the mural, and had been scheduled for the City Council's consideration at its June 19, 2012 meeting. However, the Committee withdrew its request prior to the Council's consideration.

In December 2006, at the request of Member of City Council, the Council considered and supported the creation of the Iris Mural, located on Main Street on the Tulare County Child Support Services building, in the amount of \$2,500.

RECOMMENDATION: That the City Council:

1. Consider the request of the Porterville Mural Committee to financially support the "Marching Through Time" mural project; and
2. If approved, please identify funding source, and authorize appropriate budget adjustment.

Dir. 

Appropriated/Funded 

C/M 

Item No. 25

ATTACHMENTS: 1. Letter from Porterville Mural Committee, dated March 15, 2013
2. City Council Agenda Item: June 19, 2012
3. City Council Agenda Item: December 19, 2006

March 15, 2013

Porterville Mural Committee
c/o Richard Hatfield
253 E. Worth Ave.
Porterville, CA 93257

Mr. John Lollis, City Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

Dear Mr. Lollis:

The City of Porterville certainly has a history of recognizing that various forms of art contribute to the community's image and culture, and therefore contribute to the health, viability, and overall attractiveness of the city. The Porterville Mural Committee appreciates the past monetary contributions that the City gave for the development of the first two historic murals in the downtown area. As you are aware, the Marching Through Time Band Mural was dedicated to the City last April, but due to various circumstances, this request for financial assistance from the City has been delayed.

Typically, murals are placed on the walls of existing buildings, and therefore have only the expense of the artist and little or no cost for the preparation of the wall. However, for the Marching Through Time Band Mural, a building appropriate for the size of the mural could not be found along Main Street. With the concurrence of the City, a free-standing wall was designed and built in Centennial Park for the 100 foot by 10 foot mural, which added considerably to the complexity and cost of the project.

Additionally, the Mural Committee was committed to "doing it right" so that the mural and added amenities would make Centennial Park a venue and showplace downtown for musical and community events. It is known that murals can play an important role in an overall economic development strategy as they increase tourism and have a positive appeal to new industry and commercial development that are seeking a community in which to locate that demonstrates pride in itself and its history. The Mural Committee, along with some donated help from local contractors, and the approval of the City, first re-graded the lawn area, redesigned the sprinkler system, and relocated the hazardous water drain grates, and generally made the lawn area in the park more visitor friendly and safer for the public.

Mr. John Lollis

March 8, 2013

Page 2

The Mural Committee then moved ahead to install a wrought iron fence around the mural and tie the fencing into the gazebo and existing landscaping. A cement curb was installed in the alley on the backside of the mural, along with re-grading and paving to match the alley north and south of the mural location. Cement pads were poured around the perimeter of the park to accommodate additional wrought iron benches to provide more seating for events in the park.

Numerous community events including the very successful inaugural event of "Dinner and Arts on Main Street" last October and the "Music on Main Street " series have taken place at the park, benefitting from the wonderful ambiance created by the backdrop of the mural and the other improvements to the park.

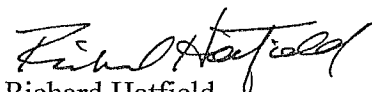
Listed on the attachment to this letter is an itemization of the billed costs directly related to the amenities in the park that were over and above the cost of the mural itself, and provided direct improvements to the City-owned park. The Porterville Mural Committee respectfully requests that the City of Porterville consider a donation of \$20,000 to defray the costs of those improvements, and the balance would be a contribution to the actual mural in keeping with the assistance provided to the previous murals developed.

Eventually, when other funds are raised, the committee has plans to add to the project including lighting and bronze plaques.

The Porterville Mural Committee would like to recognize that this project has been a true partnership of organizations, businesses, and individuals coming together to make this outstanding mural that depicts such an important element of the City's history become a reality. The contribution of the City would make that community partnership complete.

Thank you for this consideration and please note that the committee would be very willing to meet with any City representative(s) to discuss this matter further. Please call me at 781-2131 or Denise Marchant at 784-6259 if you have any questions or to schedule a meeting.

Sincerely,



Richard Hatfield
Porterville Mural Committee

Attachment

**Itemization of Costs for Improvements to Centennial Park
in association with the Marching Through Time Band Mural**

Valley Oak Contractors:	Cost to Committee
Concrete curb in alley	\$2,532
Concrete pads for benches	\$2,250
Excavation of fence post footings	\$ 0
(\$5,082 with donation of \$300 - \$200 for fence post footings and \$100 for other work)	

Bartlett Construction	
Cut, grade and re-pave alley	\$2,140

Lowes:	
Wrought-iron fence material	\$4,750

Chiapa Welding:	
Install wrought-iron fence	
(\$2,400 with donation of \$200)	\$2,200

Kaylor Landscaping:	
Regrade grass area, redesigned sprinklers and drains, re-sod grass area. Install shrubbery and irrigation system for planter area around mural	
(\$8,045 with donation of \$4,222)	\$3,823

The above labor and materials total \$17,695 for work completed in Centennial Park as part of the Marching Through Time Historical Band Mural Project

SUBJECT: CONSIDERATION OF FINANCIAL SUPPORT FOR THE "MARCHING THROUGH TIME" MURAL PROJECT

SOURCE: Administration

COMMENT: The Porterville Mural Committee has requested that the City Council consider contributing \$35,000 in support of the installation of the "Marching Through Time" mural in Centennial Plaza. The Committee has itemized \$18,245 in costs for potential reimbursement associated with improvements to Centennial Plaza in support of the mural's installation, and requests an additional \$19,755 in support of the mural's creation.

In December 2006, at the request of Member of City Council, the Council considered and supported the creation of the Iris Mural, located on Main Street on the Tulare County Child Support Services building, in the amount of \$2,500.

RECOMMENDATION: That the City Council:

1. Consider the request of the Porterville Mural Committee to financially support the "Marching Through Time" mural project; and
2. If approved, please authorize appropriate budget adjustment.

ATTACHMENTS: 1. Letter from Porterville Mural Committee, dated May 10, 2012
2. City Council Agenda Item: December 19, 2006

Dir. 

Appropriated/Funded 

C/M 

Item No. 19

Porterville Mural Committee
% Richard Hatfield
253 E. Worth Ave.
Porterville CA 93257

RECEIVED

May 10, 2012

Mr. John Lollis, City Manager
Porterville City Hall
Porterville, CA 93257

MAY 10 2012
CITY OF PORTERVILLE
CITY MANAGER

Dear Mr. Lollis,

The Porterville Mural Committee is respectfully requesting that the City of Porterville donate \$35,000 toward the costs for the completion of the Marching Through Time Mural located in the City's Centennial Park.

As you know, murals are generally placed on the walls of existing buildings, and therefore have only the expense of the artist and little or no cost for the preparation of the wall. For our mural, Marching Through Time, a building large enough to accommodate it was not possible along Main Street. With the concurrence of the City, a free-standing wall was designed and built in Centennial Park for our 100 foot by 10 foot mural.

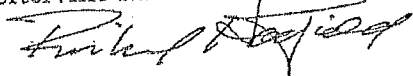
The Mural Committee was committed to "doing it right" so that the mural and improvements would make Centennial Park a venue for musical events and a show place park downtown on Main Street for community events. In addition, murals in a city have a known draw to tourism, and they have positive appeal to new industry and commercial development that are seeking a community with a desirable and attractive culture.

To accomplish that, a local landscape contractor volunteered his ideas and considerable labor and materials to level the lawn area of the park, rearrange the sprinkler system to accommodate the change. The Mural Committee then moved ahead to put in a wrought-iron fence around the mural and tie the fencing into the gazebo and existing landscaping. A cement curb was installed in the alley on the back side of the mural, along with re-grading and paving to match the alley north and south of the mural location. Cement pads were poured around the perimeter of the park to accommodate additional wrought-iron benches to provide more seating for events in the park.

Listed on the following page is an itemization of the billed costs for the expenditures not directly a part of the mural project.

Sincerely yours,

Porterville Mural Committee



Itemization of Costs

Valley Oak Contractors:

Concrete curb in alley----\$2632.

Concrete pads for benches--\$2250.

Bartlett Construction:

Cut, grade and re-pave alley---\$2140.

Lowe's:

Wrought-iron fence material---\$4998.

Chlapa Welding:

Install wrought-iron fence---\$2400.

Kaylor Landscaping:

Re-grade grass area, re-arrange sprinklers and drains, re-sod grass area.

Install shrubbery and irrigation system for planter area around Mural.---

(\$8045, with donation of --- \$4222)

Total Cost--\$3825.

The above labor and materials total \$18,245 for work done in Centennial Park as a Public Improvement to the Park. The Mural Committee would appreciate a total donation of \$35,000 which will cover the above costs, plus yet unpaid billings related to the Mural Project.

COUNCIL AGENDA: December 19, 2006

SUBJECT: COUNCIL MEMBER REQUEST FOR AN AGENDA ITEM –
"Consideration of \$2,500 Mural Sponsorship"

SOURCE: Administration

COMMENT: A Council member has requested the above subject matter be
added to the agenda for consideration under Scheduled Matters.

RECOMMENDATION: As directed by Council. (If item is approved, please
authorize appropriate budget adjustment)

ATTACHMENT: Porterville Mural Project Contribution Card

Dir. J Appropriated/Funded J C/M J Item No. 24

CITY COUNCIL: JULY 16, 2013

SCHEDULED MATTER

SUBJECT: REVISED CDBG 2013/2014 ACTION PLAN

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: At the May 7, 2013, City Council meeting, the Council held a public hearing to consider the adoption of the 2013/2014 Annual Action Plan, which is the expenditure plan for the City's use of the annual CDBG entitlement. The funding amount presented to the Council for consideration was based on the best available information provided by the U.S. Department of Housing and Urban Development (HUD) in anticipation of cuts issued by the Federal Government through the sequestration process. The anticipated allocation was \$620,694, which was 5% less than originally anticipated.

On May 29, 2013, HUD's Office of Community Planning and Development CPD announced the formula funding allocations for FY 2013. This announcement came after the due date of May 15, 2013 for submittal of the Action Plan to HUD. Therefore, those grantees that had previously submitted their Action Plans to the San Francisco Office and of which are currently under review will need to revise their Action Plans to ensure that it reflects their actual allocations, rather than estimated funding levels. Therefore, the Action Plan must be resubmitted using the actual amounts. The Consolidated Plan regulations do not require any citizen participation/substantial amendment process for a plan that has not yet been approved. The grantee can unilaterally revise its plan, while it is under the San Francisco CPD Offices' review, to match its allocation amounts.

The annual entitlement amount is \$717,586, which is \$96,892 more than the anticipated \$620,694 that the plan was based on. The change in entitlement has necessitated an amendment to the 2013/2014 Annual Action Plan.

The table below provides an overview of the proposed entitlement funding revised allocation plus the funds available from previous years' unexpended entitlement and program income, plus anticipated program income for the fiscal year. In short, the additional funds are proposed to be allocated to the Santa Fe School Facility Project to replace the Gym floor as previously discussed, and the Park Improvement Project to fund improvements at Murry and/or Lime Street parks. The Continuum of Care on Homelessness has requested \$5,000 to continue to provide services to the less fortunate and the homeless. This is a new program that could only be funded through the City's Community Service budget, which is capped at 15% of the annual entitlement and annual program income. This budget has always funded the City's youth center, which, like other funding, has experienced reductions in budget allocation due to reduction in the City's Entitlement. A few years ago the City, through the adoption of the expenditure plan, approved allocating \$15,000 of the Community Service funds to the Shelter

DD BC APPROPRIATED/FUNDED Mr CM J

ITEM NO. 26

Plus Care Program for the Homeless. Reallocating an additional \$5,000 away from the youth center will continue a trend of reducing the funding and staff feels the youth center should have priority for these funds to ensure the continued success of this program that benefits our youth. If the City's CDBG Entitlement funds become stable from year to year and are increasing, staff would be more favorable to this allocation and would consider it in the future.

PROPOSED CDBG BUDGET

2013/14 ACTION PLAN - REVISED

PROGRAM	2013-2014 Entitlement Allocation \$717,586	Anticipated Program Income 13/14	Expected carry over	Estimated Total Program Funds Available for 2013/2014
Administration	\$158,000 (17.3% of Entitlement (\$124,142)+ 20% of anticipated program income of \$158,000 (\$33,804)	\$0	\$0	\$158,000
City -Operated Youth Center	\$106,499 Part of 15% Public Service	\$0	\$0	\$106,499
Shelter Plus Care Program for the Homeless	\$15,000 Part of 15% Public Service	\$0	\$0	\$15,000
Continuum of Care*	\$5,000	\$0		\$5,000
First Time Low Income Homebuyer	\$0	\$20,000	\$112,684	\$132,684
Homebuyer Education Program	\$0	\$0	\$2,000	\$2,000
Owner Occupied Housing Rehab	\$0	\$11,000	\$39,300 En \$95,500 PI	\$145,800
Parks Improvement (Murry and Lime Street)**	\$56,892	\$0	\$39,637	\$96,529
Neighborhood Improvement Program	\$0	\$0	\$0	\$0
Business Assistance Program	\$0	\$138,022	\$569,662	\$569,662
Santa Fe School Facility Project	\$40,000	\$0	\$0	\$40,000
Section 108 Debt Service	\$341,195.	\$0	\$0	\$341,195
Total	\$717,586	\$169,022	\$858,783	\$1,607,369

*If approved, this amount would be paid from the \$56,892 allocated to Parks Improvement

**Murry Park funds carryover. Lime Street funds have been expended

NOTE: SEE PROPOSED CHANGES TO CDBG 2013/2014 BUDGET

(see Attachment 1)

RECOMMENDATIONS: That the City Council:

1. Consider the request by the Continuum of Care for \$5,000 allocation to continue to provide services to the homeless;
2. Adopt the Revised 2013/14 Revised Action Plan resolution of approval reflecting \$717,586 in Entitlement allocation; and
3. Authorize the City Manager to execute all necessary documents.

ATTACHMENTS:

1. Revised Proposed CDGB Budget
2. Resolution

PROPOSED CDBG BUDGET PY 2013-2014

3-Jul-13

PROGRAM	2013-2014 Entitlement Allocation \$620,694 @ 5% Reduction	2013-2014 Entitlement Allocation \$717,586 REVISED	Anticipated Program Income	Expected Carry-Over	Estimated Total Program Funds Available
Administration	\$158,000.00	\$158,000.00	\$0.00	\$0.00	\$158,000.00
City Operated Youth Center	\$106,499.00	\$106,499.00	\$0.00	\$0.00	\$106,499.00
Shelter+Care	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
Continuum of Care **	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
FTHB Program	\$0.00	\$0.00	\$20,000.00	\$112,684.00	\$132,684.00
HPRP Program	\$0.00	\$0.00	\$11,000.00	\$145,800.00	\$145,800.00
Homebuyer Education	\$0.00	\$0.00	(Old Ent. \$39,300 & \$95,500 PI)	\$2,000.00	\$2,000.00
Parks Improv. Program **	\$0.00	\$56,892.00	\$0.00	\$39,637.00	\$96,529.00
Neighborhood Imp. Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Business Assistance Prog.	\$0.00	\$0.00	\$138,022.00	\$569,662.00	\$569,662.00
Section 108 Debt Service	\$341,195.00	\$341,195.00	\$0.00	(\$167,000 from Neigh. Imp)	\$341,195.00
Santa Fe School Facility Imp. Program	\$0.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00
TOTAL	\$620,694.00	\$717,586.00	\$169,022.00	\$869,783.00	\$1,607,369.00

** Please note that the \$5,000 amount is being requested by the Continuum of Care on Homelessness
If approved, the allocation would be reduced the Parks Improvement Program by \$5,000.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING THE REVISED 2013/2014 ACTION PLAN
PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

BE IT HEREBY RESOLVED, that the City Council of the City of Porterville does hereby
approve the 2013/2014 Amended Action Plan Allocations, and proposed use of Community
Development Block Grant Funds with a 2013 Program Year Entitlement Allocation as follows:

Administration	\$158,000
City-Operated Youth Center	\$106,499
Shelter Plus Care Voucher Program	\$ 15,000
Parks Improvement Program	\$ 56,892
Santa Fe School Facility Improvement Program	\$ 40,000
Section 108 Debt Service	<u>\$341,195</u>

Total Funding: \$717,586

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

ATTACHMENT NO. 2

COUNCIL AGENDA –JULY 16, 2013

SUBJECT: CONSIDERATION OF COMPOSITION AND APPOINTMENT METHOD OF CHARTER REVIEW COMMITTEE

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK DIVISION

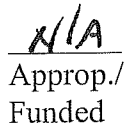
COMMENT: On June 18th, the City Council authorized the establishment of a nine-member Charter Review Committee to undertake a broad review of the City Charter for possible amendments to be considered on the June 3, 2014 ballot. The Council further approved the proposed timeline, and directed staff to bring back an item to consider the composition of said Committee and the appointment method of its members.

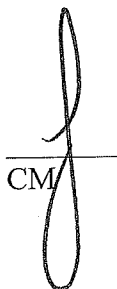
The Council could proceed in a variety of ways. For discussion purposes, a few options are provided herein. With regard to composition, the Council could identify certain criteria for eligibility, or eligibility could be opened up to perhaps include all interested electors. With respect to the method of appointment, for the 2003 Charter Review Committee, each Council Member selected one initial member, who then selected two additional members to form the full 15-member committee. In this case, the Council could allow each Council Member to select one member, with the remaining four being selected by a Council majority. Alternatively, the Council could utilize the current process in filling other City commission/committee vacancies, with a Council majority selecting all nine members.

RECOMMENDATION: That the City Council provide direction to staff as to the composition and appointment method for the Charter Review Committee.

ATTACHMENTS: 1. Charter Amendment Timeline
2. Council Meeting Dates


Dir.


Approp./
Funded


CM

Item No. 27

CHARTER AMENDMENT TIMELINE
FOR
JUNE 3, 2014 ELECTION

DATE	ACTION
June 18, 2013	City Council establishes a Charter Review Committee and defines charge, scope, composition and method of appointment; and approves proposed timeline.
July 16, 2013	City Council affirms Committee composition, charge and scope; and appoints Committee Members
July 17, 2013 through Nov. 19, 2013	Committee meets and undertakes comprehensive review of Charter Council and prepares recommendations
Nov. 19, 2013	Committee submits written recommendation to City Manager for presentation to City Council at a Special Meeting on November 25, 2013.
Nov. 25, 2013	City Council holds Special Meeting for review and consideration of Charter Review Committee recommendations.
Dec. 3, 2013 through Dec. 17, 2013	City Council makes determination and refers to staff to draft ballot measure language.
Jan. 21, 2014	Council adopts resolution for Calling Election for Ballot Measure
March 7, 2014	Last Day to Call Election for Ballot Measure (<i>Election minus 88 days</i>) (<i>Last two City Council Meetings prior to this date are 2/18/14 and 3/4/14</i>)
June 3, 2014	Election Day



COUNCIL MEETING DATES THROUGH JUNE 3, 2014 ELECTION

2013

July 2, 2013
July 16, 2013
August 6, 2013
August 20, 2013
September 3, 2013
September 17, 2013
October 1, 2013
October 15, 2013
November 5, 2013
November 19, 2013
December 3, 2013
December 17, 2013

2014

January 7, 2014
January 21, 2014
February 4, 2014
February 18, 2014
March 4, 2014
March 18, 2014
April 1, 2104
April 15, 2014
May 6, 2014
May 20, 2014
June 3, 2014