

**AMENDED CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
MARCH 4, 2014, 5:30 P.M.**

Call to Order  
Roll Call

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

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

Roll Call: Agency Members/Chairman

**ORAL COMMUNICATIONS**

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

**JOINT CITY COUNCIL/AGENCY CLOSED SESSION:**

- A. Closed Session Pursuant to:
- 1-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: County of Tulare v. All Persons Interested in the Matter of the Addition of the 2010 Amendment to Redevelopment Plan for the Redevelopment Project Area No. 1, as Adopted by Ordinance 1765 on June 15, 2010, by the City of Porterville, et al., Tulare County Superior Court Case No. 249877.
  - 2-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007 and 261-122-008. Agency Negotiators: John Lollis and Brad Dunlap. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.

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

**CITY COUNCIL CLOSED SESSION:**

- B. Closed Session Pursuant to:
- 1 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
  - 2 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Witbro, Inc. dba Seal Rite Paving & Grading v. JT2, Inc. dba Todd Companies, City of Porterville and Fidelity and Deposit Company of Maryland, Tulare County Superior Court Case No. 255158.
  - 3-** Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

4- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Exposure to Litigation: One case concerning facts not yet known to potential plaintiff.

**6:30 P.M. RECONVENE OPEN SESSION**

**REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION**

Pledge of Allegiance Led by Mayor Hamilton  
Invocation

**PRESENTATIONS**

Employee Service Awards  
Employee of the Month – Jeff Duke  
Firefighter and Police Officer of the Year

**AB 1234 REPORTS**

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

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

**REPORTS**

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

- I. City Commission and Committee Meetings:
  1. Parks & Leisure Services Commission
  2. Library & Literacy Commission
  3. Arts Commission
  4. Youth Commission
- II. Staff Informational Reports
  1. Building Permit Activity – January 2014  
Re: Informational report regarding Building Permit activity.

**ORAL COMMUNICATIONS**

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

**CONSENT CALENDAR**

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

**1. City Council Minutes of February 18, 2014**

2. **Authorization to Enter into Agreement for the Lease and Maintenance of Copiers**  
Re: Considering authorization to execute an agreement with California Business Machines for the lease and maintenance of copiers for a 5-year term, and authorization to add or delete copiers to agreement as they are identified.
3. **Authorization to Advertise for Bids –Transit Fiber Optic Conduit Installation Project**  
Re: Considering approval of Staff's Plans and Project Manual for the project consisting of the furnishing and installation of 2-inch underground conduit, pull boxes and related appurtenances for the installation of fiber optics between the City's Telecommunications Office and the Transit Center.
4. **Authorization to Advertise for Bids – Public Safety Building**  
Re: Considering approval of Staff's Plans and Project Manual for the Public Safety Building that will be located on the northeast corner of Jaye Street and the extension of Brown Avenue; and authorization to negotiate a "not to exceed" \$30,000 "Construction Support" Services Contract with Teeter & Associates of Fresno.
5. **Authorization to Negotiate and Execute a Contract – Traffic Signal Design Services for the Putnam Avenue/D Street Highway Safety Improvement Program (HSIP) Project**  
Re: Considering authorization to negotiate a contract with Omni-Means of Visalia for an anticipated fee not to exceed \$35,000 for traffic signal design services for the Putnam Avenue/DS Street HSIP Project.
6. **Pioneer Water Company Share Water**  
Re: Considering approval of recommendation to retain the City's PWC water rights, continue discussions with PWC Board regarding taking the City's share water delivery and new proposals; and authorizing use of Porter Slough or other City reservoirs for groundwater recharge.
7. **Award of Contract – Fire Prevention Weed Abatement**  
Re: Considering authorization to execute an agreement with R. Stephen Richard, Inc. as primary contractor for weed abatement services for properties requiring abatement, including City-owned properties; and selection of Joe Grijalva Landscape Construction as first alternate contractor and Alvin Smith as second alternate contractor.
8. **Ratification of Expenditure – Southern California Edison Streetlights for the Plano Bridge Rehabilitation Project**  
Re: Considering approval of costs in the amount of \$13,984.73 for the relocation of streetlights, and authorizing payment to Southern California Edison.
9. **Support for the Re-Designation of the Greater San Joaquin Valley Recycling Market Development Zone (RMDZ) and to Include an Expansion in Zone Boundaries**  
Re: Considering approval of resolution supporting the re-designation of the Greater San Joaquin Valley RMDZ, with an expansion of boundaries; and submittal of application to CalRecycle requesting proposed re-designation and expansion.

- 10. Request to Re-Publicize Vacancy on Arts Commission**  
Re: Considering approval of request to re-publicize notice of the vacancy on the Arts Commission with a term to expire in August of 2016.
- 11. Approval for Community Civic Event – Pancreatic Cancer Action Network and Crossfit 559 – WOD Wars Fitness Competition – March 15 – 16, 2014**  
Re: Considering approval of event to take place on Saturday, March 15, 2014, from 7:00 a.m. to 5:00 p.m., and Sunday, March 16, 2014, from 8:00 a.m. to 2:00 p.m. at 25 North E Street.
- 12. Approval for Community Civic Event – Porterville Breakfast Rotary – Cancer Run – May 3, 2014**  
Re: Considering approval of an event to take place on Saturday, May 3, 2014, from 6:00 a.m. to 11:00 a.m. at Granite Hills High School.
- 13. Approval for Community Civic Event – American Cancer Society – Bark for Life – May 22, 2014**  
Re: Considering approval of an event to take place on Saturday, May 22, 2014, from 9:00 a.m. to 12:00 p.m. at Centennial Plaza.
- 14. Review of Local Emergency Status – December 26, 2013**  
Re: Reviewing status of local emergency that was declared following a significant fire event at 14 N. Main Street on December 26, 2013.
- 15. Review of Local Emergency Status – December 21, 2010**  
Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8630 of the California Emergency Services Act.

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

#### **PUBLIC HEARINGS**

- 16. Modification to Cargo/Shipping Containers Policy and Adoption of Fees for Use of Cargo/Shipping Containers as Temporary Structures**  
Re: Considering approval of resolutions amending the policy related to and establishing fees for the use of cargo/shipping containers as temporary structures.

#### **SCHEDULED MATTERS**

- 17. Authorization to Modify Development Fee Payment Plan Agreement – Henderson Village Apartments – Pacific Rim Mixed Use Project (2012-002)**  
Re: Consideration of draft Development Fee Payment Plan Deed of Trust, draft Development Fee Plan, and draft Subordination Agreement relative to project located generally west of the southwest corner of Henderson Avenue and Newcomb Street; and consideration of fee study for material changes in subordination agreements and related documents for Development Fee Payment Plans.
- 18. Chase Avenue Park Name Selection**  
Re: Consideration of name for new 2.33 acre park located on Chase Avenue.

**19. Amended Resolution Proposing Amendments to City of Porterville Freeholders Charter; Consideration of Full Amendment Text**

Re: Consideration of an amended resolution proposing amendments to the City's Charter; and consideration of the inclusion of full amendment text in the sample ballot.

**20. Water Conservation**

Re: Considering moving into Phase II of the City's Water Conservation Plan.

**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 March 18, 2014.

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

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

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: BUILDING PERMIT ACTIVITY – JANUARY 2014

SOURCE: Public Works Department - Engineering Division

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


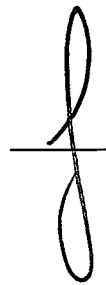
The two main categories include new residential permits issued and new commercial permits issued. New residential permits issued in January 2014 (3) are up 50% from January 2013 (2). New commercial permits issued in January 2014 (3) are the same as January 2013 (3).

This year to date, new single-family residential construction is up 50% from last year and new commercial construction is the same as last year.

RECOMMENDATION: None. Informational Only.

ATTACHMENT: January 2014 Building Permit Activity Report

P:\pubworks\General\Council\Building Permit Activity Report - 2014-03-04.doc

Dir  Appropriated/Funded N/A CM 

Report No. II.1

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

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JANUARY 2014	JANUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	JANUARY 2014	JANUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	JANUARY 2014	JANUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	3	2	3	2	569,367	385,250	569,367	385,250	6,212	4,096	6,212	4,096
RESID IMPROV	15	8	15	8	63,100	63,900	63,100	63,900	4,782	2,642	4,782	2,642
COMM IMPROV	3	3	3	3	49,000	165,000	49,000	165,000	2,669	2,618	2,669	2,618
OTHER	16	23	16	23	151,249	146,820	151,249	146,820	2,976	4,076	2,976	4,076
ELECT	9	12	9	12	120,479	40,000	120,479	40,000	1,654	5,963	1,654	5,963
PLUMB	36	38	36	38	0	0	0	0	4,416	5,457	4,416	5,457
TOTALS	82	86	82	86	953,195	800,970	953,195	800,970	22,709	24,852	22,709	24,852

	NEW DWELLING UNITS TOTALS			
	JANUARY 2014	JANUARY 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	3	2	3	2
TOTAL	3	2	3	2

  
 CHIEF BUILDING OFFICIAL

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

Called to Order at 5:31 p.m.

Roll Call: Council Member McCracken, Council Member Shelton (arrived at 5:40 p.m.),  
Council Member Gurrola, Vice Mayor Ward, Mayor Hamilton

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

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

Roll Call: Agency Member McCracken, Agency Member Shelton (arrived at 5:40 p.m.),  
Agency Member Gurrola, Vice Chair Ward, Chair Hamilton

**ORAL COMMUNICATIONS**

None

**JOINT CITY COUNCIL/AGENCY CLOSED SESSION:**

- A. Closed Session Pursuant to:
- 1- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: County of Tulare v. All Persons Interested in the Matter of the Addition of the 2010 Amendment to Redevelopment Plan for the Redevelopment Project Area No. 1, as Adopted by Ordinance 1765 on June 15, 2010, by the City of Porterville, et al., Tulare County Superior Court Case No. 249877.
  - 2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007 and 261-122-008. Agency Negotiators: John Lollis and Brad Dunlap. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.

During Closed Session, the Joint Council/Successor Agency Meeting 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: 30.57 mile line of railroad between Strathmore, CA milepost 268.60 and Jovista, CA milepost 299.17 in Tulare County, particularly that portion of the railroad line within the limits of the City of Porterville. Agency Negotiator: John Lollis. Negotiating

Parties: City of Porterville and Union Pacific Railroad. Under Negotiation: Terms and Price.

**3-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: A Portion of APN 197-090-005. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and City of Lindsay. Under Negotiation: Terms and Price.

**4-** Government Code Section 54956.95 – Liability Claim: Claimant: Jorge Carvajal, Jr. Agency claimed against: City of Porterville.

**5-** Government Code Section 54956.95 – Liability Claim: Claimant: Rico Residential Facility, LLC. Agency claimed against: City of Porterville.

**6 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Andrea Gould v. City of Porterville, Tulare County Superior Court Case No. PCL 159739.

**7-** Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases concerning facts not known to potential plaintiffs.

### **6:30 P.M. RECONVENE OPEN SESSION**

### **REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION**

City Attorney Lew stated that there had been no reportable action taken.

Pledge of Allegiance Led by Vice Mayor Brian Ward

Invocation – a moment of silence was observed.

### **PRESENTATIONS**

Wall of Fame Honorees – Bill Horst, Guy Huffaker, Marlene Marquez and Monte Moore were in attendance and introduced.

The Council briefly recessed for five minutes at 6:45 p.m.

### **AB 1234 REPORTS**

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

1. Tulare County Local Agency Formation Commission (LAFCO): February 5, 2014  
Mayor Hamilton spoke of a report regarding sunset date for island annexations.
2. Tulare County Association of Governments (TCAG): February 18, 2014  
Council Member Gurrola spoke of CMAQ and Measure R projects under review; and City Manager indicated that staff would continue to be prepared with projects in the event other cities are not.

### **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: February 6, 2014  
Commissioner Moore reported on the following activities: youth girl's soft ball sign-

ups, youth baseball, adult volleyball, tree trimming, Santa Fe Depot maintenance, Invest from the Ground Up Tree Planting Project, Mill Avenue parking lot beautification by local students, and future tree donations.

2. Library & Literacy Commission: February 11, 2014

Vice Chair Bailey reported on the following: Read to Succeed Adult Literacy Program, ESL and Thunderbolt Programs, the need for tutors, acceptance of invitation to attend the California Public Library Advocates workshop, annual kinder registration outreach, and January highlights; and encouraged participation in Read Across America activities scheduled for March 2<sup>nd</sup> and 3<sup>rd</sup>.

3. Arts Commission - no report given.

4. Youth Commission: February 10, 2014 – no report given.

### **ORAL COMMUNICATIONS**

- Dr. Raheel Mann, introduced himself as a new chiropractor in town working with Dr. Missakian; and spoke of his pleasure in seeing one of his childhood heroes, Mr. Monte Moore.
- Russell Fletcher, reported there would be a meeting of the Transactions and Use Tax Oversight Committee on March 13<sup>th</sup>, 6:00 p.m. at the library.
- Deborah Sierra, Chamber of Commerce, provided the Council with copies of the Sequoia Tourism Guide; spoke of efforts to support tourism and promote Porterville; and extended an invitation to the Chamber Mixer on February 27<sup>th</sup> at the Sequoia National Forest Headquarters.

### **CONSENT CALENDAR**

Item Nos. 2, 3 and 4 were pulled for further discussion.

1. CITY COUNCIL MINUTES OF FEBRUARY 4, 2014

Recommendation: That the City Council approve the Minutes of February 4, 2014.

Documentation: M.O. 01-021814

Disposition: Approved.

5. LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS  
CONSOLIDATION

Recommendation: That the City Council:

1. Authorize Staff to take steps to consolidate North Creek, Creekview and Porter Creek;
2. Authorize Staff to prepare an Engineer's Report reflecting the consolidation;
3. Set a Public Hearing for April 15, 2014; and
4. Adopt a Resolution ordering the proceedings for the consolidation.

Documentation: Resolution No. 12-2014

Disposition: Approved.

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

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

Documentation: M.O. 02-021814

Disposition: Approved.

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

Recommendation: That the City Council:

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

Documentation: M.O. 03-021814

Disposition: Approved.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member McCracken that the City Council approve Item Nos. 1, and 5 through 7. The motion carried unanimously.

2. REQUEST TO TRANSFER OWNERSHIP OF SURPLUS FIRE ENGINE

Recommendation: That the City Council:

1. Make a finding of mutual benefit; and
2. Authorize staff to transfer ownership of one (1) surplus 1989 FMC fire apparatus, VIN: 1S9AT6L03JC185792, to the Tule River Tribe.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton briefly spoke in support of the item before making a motion.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member McCracken that the City Council make a finding of mutual benefit; and authorize staff to transfer ownership of one (1) surplus 1989 FMC fire apparatus, VIN: 1S9AT6L03JC185792, to the Tule River Tribe. The motion carried unanimously.

Documentation: M.O. 04-021814

Disposition: Approved.

3. MONSTER ENERGY DRINK MOTOCROSS RACE PROPOSAL

Recommendation: That the City Council:

1. Approve the Motocross Race Proposal for March 15-16, 2014, with 2x Promotions at the OHV Park; and
2. Approve overnight camping for this event.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton commented on the success of last year's event, and spoke in favor of approval.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Gurrola that the City Council approve the Motocross Race Proposal for March 15-16, 2014, with 2x Promotions at the OHV Park; and approve overnight camping for the event. The motion carried unanimously.

Documentation: M.O. 05-021814

Disposition: Approved.

#### 4. NATIONAL MOTOCROSS CHAMPIONSHIP QUALIFIER RACE PROPOSAL

Recommendation: That the City Council:

1. Approve the National Motocross Championship Qualifier Race Proposal for April 25-27, 2014, with 2x Promotions at the OHV Park; and
2. Approve overnight camping for this event.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton commended Parks and Leisure Services Director Donnie Moore for the proposed event.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member McCracken that the City Council approve the National Motocross Championship Qualifier Race Proposal for April 25-27, 2014, with 2x Promotions at the OHV Park; and approve overnight camping for this event. The motion carried unanimously.

Documentation: M.O. 06-021814

Disposition: Approved.

The Council adjourned at 7:20 p.m. to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

**SUCCESSOR AGENCY TO THE**  
**PORTERVILLE REDEVELOPMENT AGENCY AGENDA**  
**291 NORTH MAIN STREET, PORTERVILLE, CA 93257**  
**FEBRUARY 18, 2014**

Roll Call: Agency Member McCracken, Agency Member Shelton, Agency Member Gurrola, Vice Chair Ward, Chair Hamilton

Agency Member Shelton recused himself due to a conflict of interest and exited the chambers.

**WRITTEN COMMUNICATIONS**

**ORAL COMMUNICATIONS**

None

**SUCCESSOR AGENCY SCHEDULED MATTERS**

**SA-1. SUCCESSOR AGENCY REVIEW AND APPROVAL OF PROPOSED ADMINISTRATIVE BUDGET**

Recommendation: That the Successor Agency adopt a Resolution approving the Administrative Budget for the period of July 1, 2014, through December 31, 2014 and direct Successor Agency staff to submit the Administrative Budget to the Oversight Board.

City Manager Lollis introduced the item, and the staff report was presented by Project Manager Jenni Byers.

**AGENCY ACTION:** MOVED by Agency Member McCracken, SECONDED by Agency Member Gurrola that the Successor Agency adopt a Resolution approving the Administrative Budget for the period of July 1, 2014, through December 31, 2014 and direct Successor Agency staff to submit the Administrative Budget to the Oversight Board.

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

Documentation: Agency Resolution No. 2014-02

Disposition: Approved.

**SA-2. REVIEW AND APPROVAL OF DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)**

Recommendation: That the Successor Agency adopt a Resolution approving the Recognized Obligation Payment Schedule 14-15A for the period of July 1, 2014, through December 31, 2014, provided that should any modification be required to the ROPS 14-15 A by the DOF, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 14-15A to requirements imposed by the DOF and direct Successor Agency staff to

submit the ROPS 14-15A to the Oversight Board.

City Manager Lollis introduced the item, and the staff report was presented by Project Manager Jenni Byers.

**AGENCY ACTION:**      MOVED by Agency Member McCracken, SECONDED by Agency Member Gurrola that the Successor Agency adopt a Resolution approving the Recognized Obligation Payment Schedule 14-15A for the period of July 1, 2014, through December 31, 2014, provided that should any modification be required to the ROPS 14-15 A by the DOF, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 14-15A to requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 14-15A to the Oversight Board.

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

Documentation:      Agency Resolution No. 2014-03  
Disposition:    Approved.

At 7:28 p.m., the Successor Agency to the Porterville Redevelopment Agency Meeting adjourned to a Meeting of the Porterville City Council.

### **ORAL COMMUNICATIONS**

None

### **OTHER MATTERS**

- Council Member Gurrola, requested an update regarding water facilities; and reported her attendance at the South San Joaquin Valley Division Meeting of League of California Cities.
- Council Member Shelton, lauded tree planting event at the Tule River Indian Reservation and the food provided; spoke of upcoming events, such as District Attorney Candidate Forum, Ag Luncheon, Local Law Enforcement Dinner, and Read Across America; and commended staff for their recent response to a homeless issue.
- Vice Mayor Ward, spoke of public concern regarding water supply; and reported that the new Lego Movie had a good message.
- Mayor Hamilton stated that the City would need to have more trees for its next tree planting event.
- City Manager Lollis, spoke of vacancy on the Indian Gaming Local Benefit Committee and indicated that forms were available; announced staff's upcoming budget retreat; those to be honored at Crime Prevention Dinner; and reported on the recent passing of Officer Sokoloff's brother in a car accident.

**ADJOURNMENT**

The Council adjourned at 7:39 p.m. to the meeting of March 4, 2014.

SEAL

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Luisa M. Zavala, Deputy City Clerk

---

Cameron Hamilton, Mayor

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: AUTHORIZATION TO ENTER INTO AGREEMENT FOR THE LEASE AND MAINTENANCE OF COPIERS

SOURCE: Finance Department

COMMENT: The City currently leases 17 copiers at various City facilities. The current lease and maintenance agreement on 4 of the copiers expired on January 7, 2014, and the lease on 12 copiers expired on February 20, 2014. The lease on the last copier does not expire until October 27, 2014.

Staff requested proposals for copier lease and maintenance on October 2013. Five vendors had submitted proposals. The chart below summarizes the proposed cumulative price comparisons for the 17 copiers based on a \$1 buyout at the end of a 60-month lease term. Staff had requested that vendors utilize current agreements with "piggyback" clauses for their price quotations.

Vendor	Copier	Monthly Lease	Cost for B/W Copies (135,000)	Cost for Color Copies (7,000)	Total Monthly Cost	Other Fees
California Business Machines	Kyocera	\$1,486	\$751	\$322	\$2,559	None
C.A. Reding	Lanier	\$1,325	\$864	\$413	\$2,602	one-time \$75 lease document fee / freight for toner shipment
Zoom Imaging Solutions	Toshiba	\$2,018	\$675	\$343	\$3,036	freight for toner shipments
Select Business Systems	Sharp	\$1,789	\$930	\$483	\$3,202	
Ray Morgan Company	Ricoh	\$2,602	\$939	\$364	\$3,905	one-time \$79.95 lease document fee & \$35 UCC filing / \$9.99 for toner shipping
Ray Morgan Company	Canon	\$2,798	\$975	\$490	\$4,263	one-time \$79.95 lease document fee & \$35 UCC filing / \$9.99 for toner shipping

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

Item No. 2

All of the proposals submitted met the City's specifications. After a thorough evaluation, staff recommends accepting the proposal from California Business Machines. The costs of the copier lease and maintenance are programmed into the departmental operating budget.

RECOMMENDATION: That the City Council:

- (1) Authorize the Finance Director to execute an agreement with California Business Machines for the lease and maintenance of copiers for a 5-year term; and
- (2) Authorize the Finance Director to add or delete copiers to this agreement as they are identified, without modifying the terms and conditions of the agreement.

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – TRANSIT FIBER OPTIC CONDUIT INSTALLATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and Project Manual have been prepared for the Transit Fiber Optic Conduit Installation Project. The project consists of furnishing and installing 2-inch underground conduit, pull boxes and related appurtenances, all of which is specified within the contract documents. The project will provide a means to install fiber optics between the City's Telecommunications Office and the Transit Center. Division Street, Mill Avenue and Hockett Street is the route between the stated terminuses.

The estimated probable cost for the project is \$78,465 with an additional \$7,846.50 required for the construction contingency (10%). An additional \$3,923.25 is required for construction management, quality control and inspection. The total estimated cost associated with the project is \$90,234.75. An Estimate of Probable Cost is attached for Council's review.

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

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

RECOMMENDATION: That City Council:

1. Approve staff's recommended plans and project manual; and
2. Authorize staff to advertise for project bids.

ATTACHMENTS: Estimate of Probable Cost  
Locator Map

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Dir BGL Appropriated/Funded MB CM

Item No. 3

## ESTIMATE OF PROJECT COST - Transit Fiber Optic Conduit Installation

2/26/2014

## BASE BID

Item	Description	Quantity	Unit	Unit Price	Amount
1.	Mobilization and Demobilization	1	L.S.	\$ 10,000.00	\$ 10,000.00
2.	Traffic Control	1	L.S.	\$ 5,000.00	\$ 5,000.00
3.	Clearing and Grubbing	1	L.S.	\$ 5,000.00	\$ 5,000.00
4.	Potholing	1	L.S.	\$ 5,000.00	\$ 5,000.00
5.	2" dia. PVC Conduit (inclusive of trenching/warning tape, bedding)	1359	L.F.	\$ 15.00	\$ 20,385.00
6.	Install B2436 Box Christy Boxes 36" Deep	4	E.A.	\$ 1,000.00	\$ 4,000.00
7.	15' Boring	15	LF	\$ 100.00	\$ 1,500.00
8.	Concrete Replacement	34.25	SF	\$ 11.68	\$ 400.00
9.	Furnish and Install AC Pavement Trench Patch	1359	L.F.	\$ 20.00	\$ 27,180.00
Subtotal				\$	78,465.00
10% Contingency				\$	7,846.50
Total Bid				\$	86,311.50

*Vicente Antonini*  
Project Manager

2-26-14  
Date

*Michael K. Reed*  
City Engineer

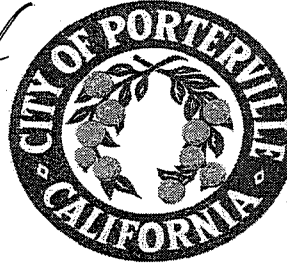
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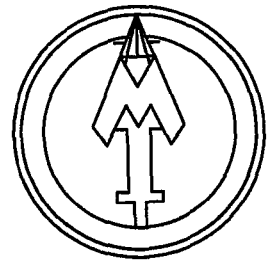
*B. Rodriguez*  
Public Works Director

2/26/14  
Date

*J. Ari*  
City Manager

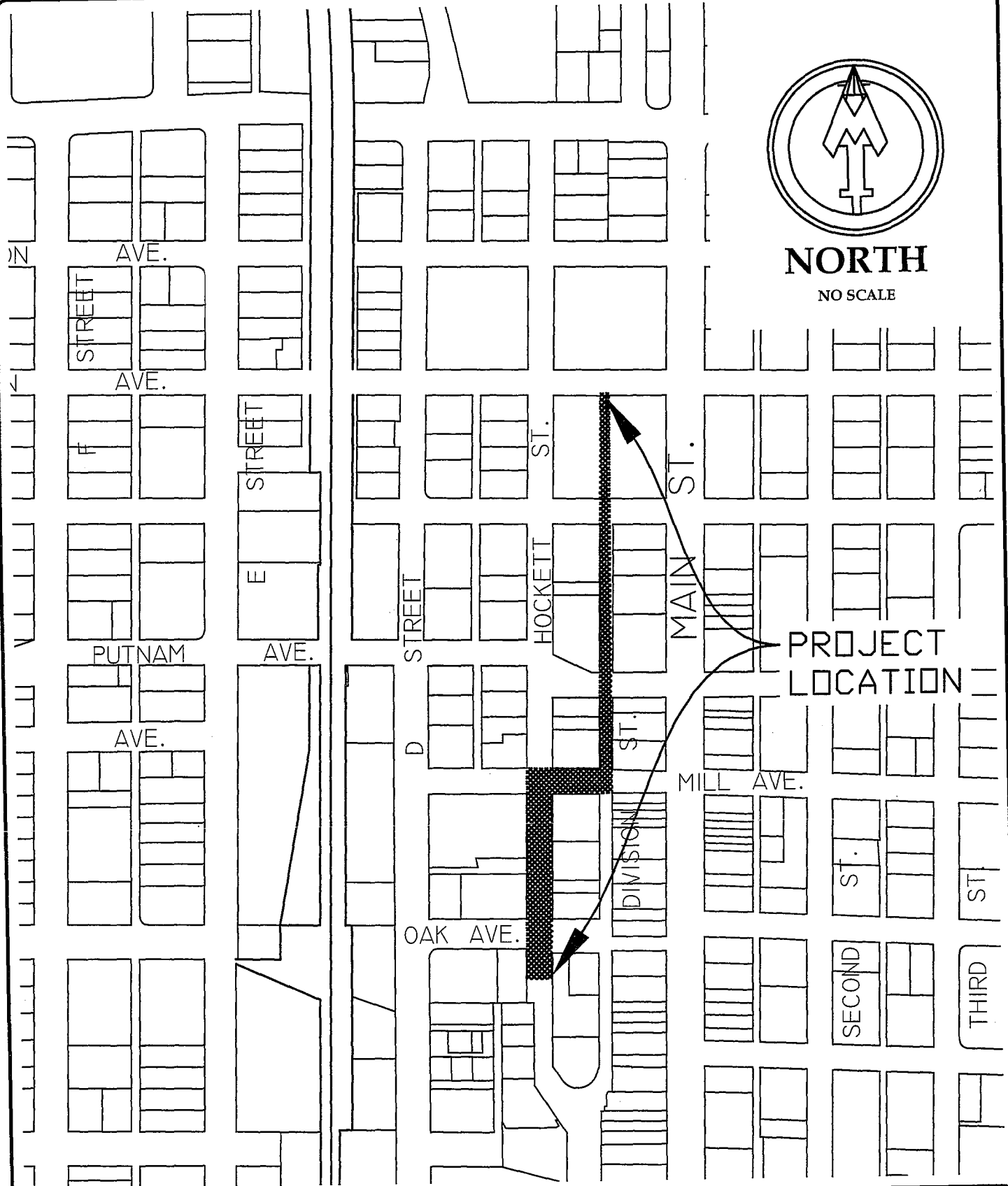
02/26/14  
Date





**NORTH**

NO SCALE



**CITY OF PORTERVILLE**

*ENGINEERING DIVISION*

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

**Transit Fiber Optic  
Conduit Installation  
Locator Map**

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – PUBLIC SAFETY BUILDING

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and project manual have been prepared by Teter & Associates of Fresno for the Public Safety Building that will be located on the northeast corner of Jaye Street and the extension of Brown Avenue. The Public Safety Building is a 13,000 SF building that will house Fire Station #3 and provide office space for a police substation.

The fire station includes a two bay open space design, full kitchen, five dorm style bedrooms, day room, physical training room, conference room and multiple restrooms with showers. The police substation area includes two interview rooms, monitor room, restrooms, conference room, station office and a watch commander's office. The plans and specifications are available in the La Barca Conference Room for Council's review.

The project is a non-prevailing wage project and the Consultant's Estimate of Probable Cost based on this fact is \$5.26 million. Staff is of the opinion that this is a conservative estimate based on the consultant's experience on similar buildings outside Tulare County. Staff believes the project will generate significant interest from the surrounding construction community and that the non-prevailing wage construction cost will be between \$4.62 million and \$4.95 million.

The City's consultant feels that they have performed their due diligence and that their estimate is the more accurate figure. For this reason, staff is providing both estimates for Council's information.

Staff respectfully asks that the City Council authorize the Public Works Director to negotiate a Construction Support Services contract with Teter & Associates to respond to the successful contractor's "request for information." As the project designers, Teter & Associates are uniquely qualified to perform this task. The negotiated contract will have a "not to exceed" \$30,000 clause unless prior City approval is obtained.

Measure 'H' is the funding source for this project and was approved in the 2013/2014 Annual Budget.

Dir BB Appropriated/Funded MB CM J

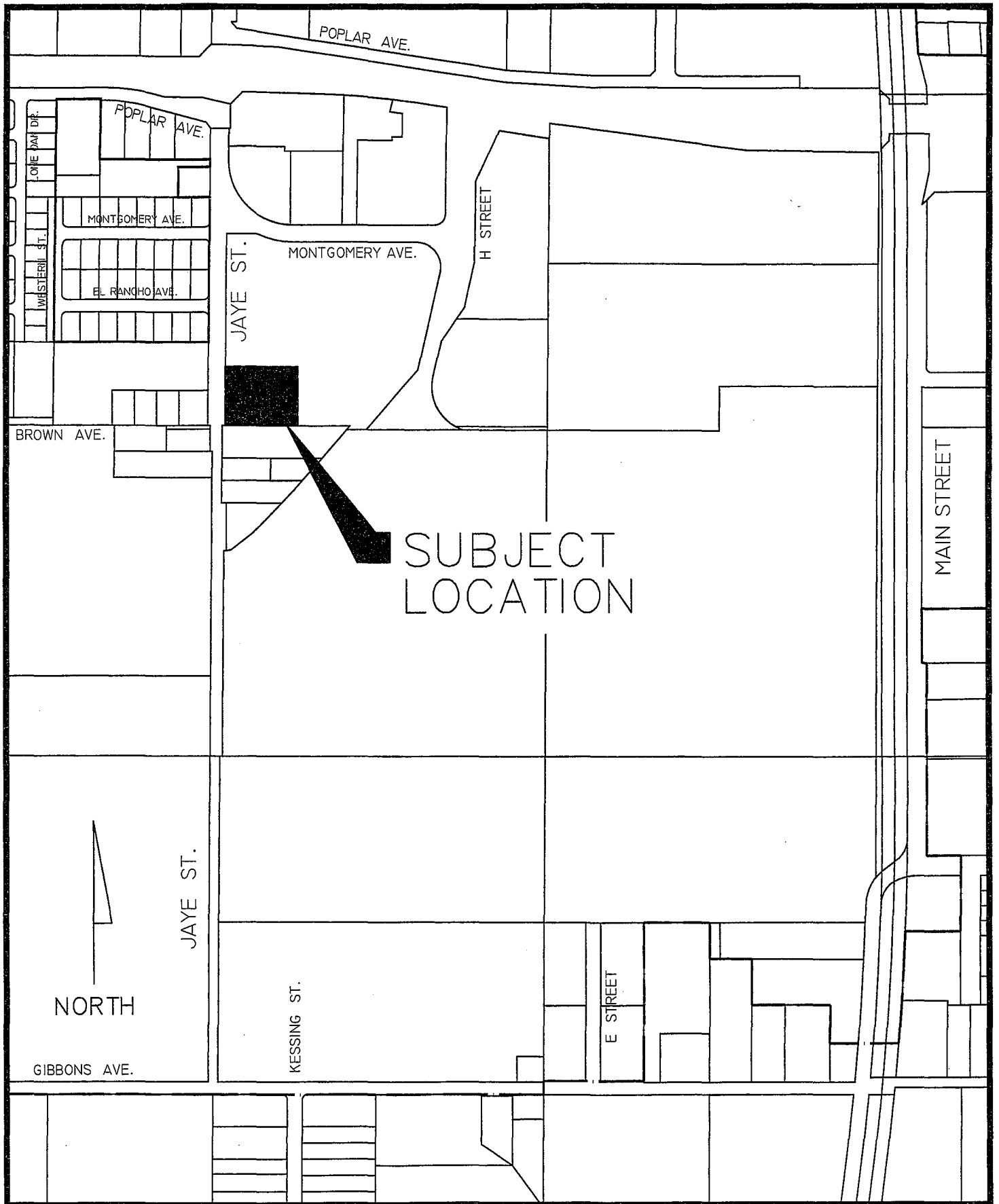
Item No. 4

RECOMMENDATION: That City Council:

1. Approve Staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the Public Works Director to negotiate a A "Not to Exceed" \$30,000 "Construction Support" Services Contract with Teter & Associates and that the Council approve a 20% contingency due to the complexity of the project.

ATTACHMENTS: Locator Map  
Engineer's Estimate

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POPLAR AVE.

POPLAR AVE.

MONTGOMERY AVE.

EL RANCHO AVE.

JAYE ST.

MONTGOMERY AVE.

H STREET

BROWN AVE.

SUBJECT  
LOCATION

MAIN STREET

JAYE ST.

NORTH

GIBBONS AVE.

KESSING ST.

E STREET

New Public Safety Facility  
Porterville, California

95% Construction Documents Statement of Probable Cost - Final

12/28/12

VARIANCE REPORT

		95% Construction Documents		Design Development				
		December 28, 2012		September 13, 2012		Variance		
Element		GSF Subtotal	13,166 Total	GSF Subtotal	13,076 Total	Subtotal	% Change	Total
A) Shell (1-5)			\$1,251,340		\$1,294,050			(\$42,710)
1 Foundations		\$137,270		\$137,240		\$30	0%	
2 Vertical Structure		\$27,930		\$36,080		(\$8,150)	-29%	
3 Floor & Roof Structures		\$332,980		\$332,850		\$130	0%	
4 Exterior Cladding		\$517,880		\$552,920		(\$35,040)	-7%	
5 Roofing and Waterproofing		\$235,280		\$234,960		\$320	0%	
B) Interiors (6-7)			\$418,050		\$428,580			(\$10,530)
6 Interior Partitions, Doors and Glazing		\$230,840		\$240,690		(\$9,850)	-4%	
7 Floor, Wall and Ceiling Finishes		\$187,210		\$187,890		(\$680)	0%	
C) Equipment and Vertical Transportation (8-9)			\$155,750		\$155,700			\$50
8 Function Equipment and Specialties		\$155,750		\$155,700		\$50	0%	
9 Stairs and Vertical Transportation								
D) Mechanical and Electrical (10-13)			\$1,445,666		\$1,196,688			\$248,978
10 Plumbing Systems		\$277,846		\$183,562		\$94,284	34%	
11 Heating, Ventilation and Air Conditioning		\$331,592		\$284,238		\$47,354	14%	
12 Electrical Lighting, Power and Communications		\$775,867		\$668,738		\$106,929	14%	
13 Fire Protection Systems		\$60,560		\$60,150		\$410		
E) Site Construction (14-16)			\$1,208,345		\$1,181,565			\$26,780
14 Site Preparation and Demolition		\$253,900		\$208,840		\$45,060	18%	
15 Site Paving, Structures & Landscaping		\$706,240		\$689,050		\$17,190	2%	
16 Utilities on Site		\$248,205		\$283,675		(\$35,470)	-14%	
Subtotal			\$4,479,150		\$4,256,583			\$222,567
General Conditions	7.5%		\$335,940		\$319,246			\$16,694
Subtotal			\$4,815,091		\$4,575,829			\$239,262
Bonds & Insurance	2.0%		\$96,302		\$91,513			\$4,789
Subtotal			\$4,911,393		\$4,667,342			\$244,051
General Contractor Fee	4.5%		\$221,010		\$210,029			\$10,981
Subtotal			\$5,132,403		\$4,877,371			\$255,032
Design Contingency	1.0%		\$51,328		\$243,864			(\$192,536)
Subtotal			\$5,183,731		\$5,121,235			\$62,496
Escalation to mid point Q1 / 2013			\$77,760		\$76,820			\$940
TOTAL CONSTRUCTION COST			\$5,261,491		\$5,198,055			\$63,436

# Engineer's Estimate Prepared By City Staff

Building cost per square foot: \$280.65-\$287.21. This number is based on the following:

<u>County</u>	<u>City or Area</u>	<u>Year</u>	<u>Sq. ft Building</u>	<u>Cost per Sq. Ft.</u>	<u>Site Size</u>	<u>Notes</u>
Madera	North Fork	2012	3,200	\$281.25	2.6 Acre	
Sonoma	Graton	2010	14,500	\$241.00	9.2 Acre	
Placer	Roseville	2012	10,000	\$300 to \$320		Verified by phone & email, active project
East Contra Costa	Oakley	2011	9,000	\$350.00		Fire Station/EOC/Apparatus Fueling
Placer County	Tahoe City	2012	21,000	\$281.00		
Kern	Bakersfield	2010	8000	\$250.00		
Kern	Bakersfield	2008	11,050	\$352.00	1.3	Mixed Use Police/Fire/Community Room
Tulare	Visalia	2009	18,175	\$377.00		Fire Station/Classroom/Training Tower

average \$287.21

Take Roseville project as \$320/s.f. and throw out 2008 and 2009 projects.

The low end cost was computed by omitting the Roseville number.

This equates to an estimated building cost of \$3,680,444.10 to \$3,766,471.94.

The building cost per square foot may actually turn out to be lower than the average construction costs discussed above. Given that this project will be constructed in Tulare county (cheaper than Kern) and in Porterville (one of the cheapest areas in Tulare County) the cost per square foot may actually end up being somewhere in the realm of \$250/s.f. to \$275/s.f. , or roughly \$3,280,000 to \$3,610,000.

Scenario 1: \$3,280,000 + \$1,338,411 = \$4,6185,000

Scenario 2 \$3,610,000 + \$1,338,411 = \$4,950,000

## Site Work Estimate

The estimate for the site work proved to be a bit more difficult to characterize. The same quantities for specific line items was used and the unit costs were taken from previous public works projects bid results, averaged for consistency. The results were favorable, yielding an estimated cost of \$16.52/s.f. (no trellis, or parking structure) to \$18.87/s.f.

Element	Quantity	Unit	Unit Cost	Total
Clear and Grub Site	70943	S.F.	\$0.10	\$7,094.30
Rough Grading	3941	C.Y.	\$3.58	\$14,123.56
Vibro Compaction	16775	S.F.	\$17.89	\$300,104.75
Fine Grade Site	70943	S.F.	\$0.10	\$7,094.30
Erosion Control	1	L.S.	\$7,500.00	\$7,500.00
Site paving (allow for 3" A.C. over 8" Class II A.B.)	25270	S.F.	\$3.15	\$79,499.42
Site paving at hose wash area (allow for 5" A.C. over 12" Class II A.B.)	2920	S.F.	\$5.15	\$15,038.00
High Traffic Concrete Apron 8" thk.	3641	S.F.	\$11.82	\$37,261.99
Recycling/Generator/Fuel Storage SOG	802	S.F.	\$10.23	\$9,482.65
Concrete flatwork (pedestrian/sidewalk)	2666	S.F.	\$5.52	\$14,726.98
Decomposed Granite	2591	S.F.	\$2.75	\$7,125.25
Concrete Curb	511	L.F.	\$20.68	\$10,566.97
Concrete Curb, radius	50	L.F.	\$20.68	\$1,033.95
Concrete Curb and gutter	843	L.F.	\$24.65	\$20,780.79
Concrete Curb and gutter, radius	121	L.F.	\$24.65	\$2,982.77
Curb Cut Ramps	2	EA	\$1,553.48	\$3,106.95
Striping and Signage	1	L.S.	\$3,999.32	\$3,999.32
Monument Sign	1	EA	\$7,500.00	\$7,500.00
Wood Trellis	818	S.F.	\$35.00	\$28,630.00
Covered Parking, Roof Structure	1513	S.F.	\$7.00	\$10,591.00
Covered Parking, Tile Roofing, including underlayment	1513	S.F.	\$12.50	\$18,912.50
Covered Parking Enclosure Walls, CMU Smooth	672	S.F.	\$20.00	\$13,440.00
Concrete foundation	185	S.F.	\$50.00	\$9,250.00
Recycling / generator / fuel storage enclosure walls, CMU Smooth	1296	S.F.	\$20.00	\$25,920.00
Concrete foundation	185	L.F.	\$50.00	\$9,250.00
Low Wall @ Street Side Parking, CMU Smooth	886	S.F.	\$20.00	\$17,720.00
Concrete foundation	161	L.F.	\$45.00	\$7,245.00
Trash Enclosure / Courtyard Gates	2	EA	\$3,500.00	\$7,000.00
Secure Gate / Motorized access (2 Locations)	1	L.S.	\$20,000.00	\$20,000.00
Landscaped area and irrigation	13528	S.F.	\$4.00	\$54,112.00
Trees, allow 60" box	9	EA	\$900.00	\$8,100.00
Planters / walls	1	L.S.	\$10,000.00	\$10,000.00
Site Fencing / Chain-link 6'	493	L.F.	\$17.79	\$8,768.62
Miscellaneous (bollards, flagpoles, general site signage / features)	1	L.S.	\$12,500.00	\$12,500.00
Tie In All Wet Utilities	1	L.S.	\$50,000.00	\$50,000.00
Site Electrical - Primary / secondary power feeders	200	L.F.	\$175.00	\$35,000.00
Site Electrical - Low voltage / comms	160	L.F.	\$150.00	\$24,000.00
Site Electrical - Emergency generator 300kw 208v 3ph 3R enclosure	1	L.S.	\$145,000.00	\$145,000.00
Site Electrical - Branch lines / site distribution	200	L.F.	\$100.00	\$20,000.00
Specialty fittings	1	L.S.	\$15,000.00	\$15,000.00
Site lighting	1	L.S.	\$30,000.00	\$30,000.00
			Subtotal	\$1,129,461.08
			Markups	\$208,950.30
			Total	\$1,338,411.38
			Cost/sf.	\$18.87

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: AUTHORIZATION TO NEGOTIATE AND EXECUTE A CONTRACT – TRAFFIC SIGNAL DESIGN SERVICES FOR THE PUTNAM AVENUE / D STREET HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On February 19, 2014, staff received two (2) statements of qualifications (SOQs) for traffic signal design services at the Putnam Avenue / D Street intersection. The design will be a signal upgrade to provide protected left turn lanes per the analysis performed to secure Highway Safety Improvement Program (HSIP) federal grant funds.

The selection process was held in conformance with the policy established by City Council for selecting professional consulting firms. The following is a list of the consulting firms and their ranking according to the scores attributed to their proposal:

Consultant	Rank
Omni-Means (Visalia, CA)	1
Quad Knopf (Visalia, CA)	2

Omni-Means has submitted a schedule to complete all design services by May 19, 2014, to allow the City sufficient time to submit a request for authorization for construction to Caltrans in June 2014. Once authorization is received (E-76), the City will be able to advertise for construction bids and allow for the completion of the signal upgrade in the fall of this year.

The complete scope of services is included for Council's review and understanding. The design contract is funded from HSIP grant funds as approved by the 2013/2014 Annual Budget.

RECOMMENDATION: That City Council:

1. Authorize staff to negotiate a contract with Omni-Means for an anticipated fee not to exceed \$35,000 for traffic signal design services for the Putnam Avenue / D Street HSIP Project;
2. Authorize staff to negotiate a contract with the second ranked firm if staff is unable to negotiate an acceptable contract with Omni-Means;

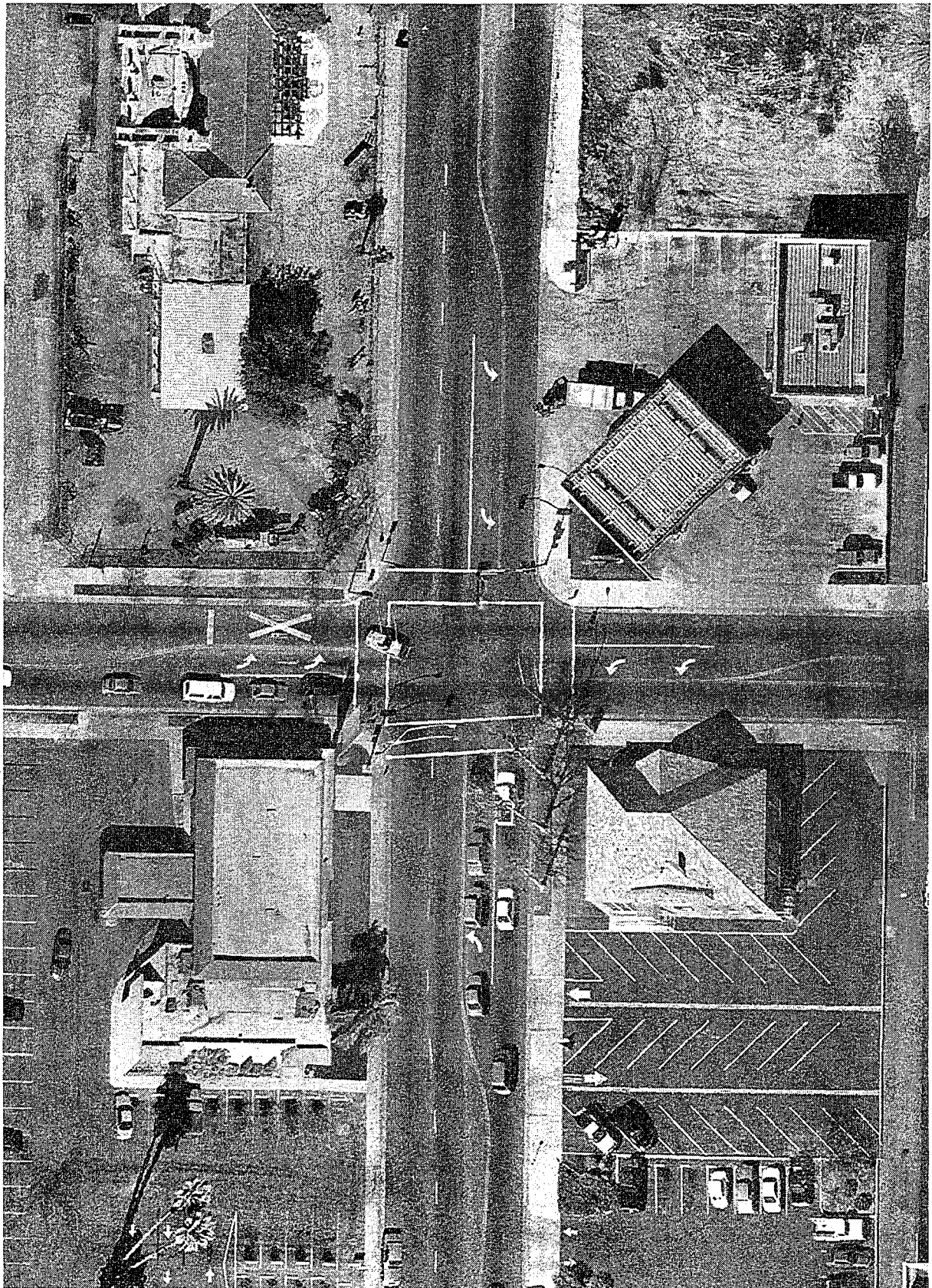
Dir CSL Appropriated/Funded MP CM MP

Item No. 5

3. Authorize the Mayor to execute all contract documents;
4. Authorize progress payments up to 100% of the negotiated fee amount; and
5. Authorize a 10% contingency to cover unforeseen events that relate to the design efforts.

ATTACHMENTS: Locator Map  
Scope of Services

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City of Porterville HSIP Application

Figure 4

Aerial Photograph Putnam Ave & D St



**SCOPE OF SERVICES  
TRAFFIC SIGNAL DESIGN  
PUTNAM AVENUE & D STREET**

**INTRODUCTION**

The City of Porterville seeks a qualified firm to provide engineering services to design a traffic signal and prepare plans, technical specifications, and special provisions. The boilerplate sections of the project manual, i.e., "Notice Inviting Bids, Invitation to Bidders, Proposal, Contract Agreement," etc., shall be prepared by the CITY. The successful CONSULTANT must demonstrate through the written proposal that the firm is knowledgeable and experienced in the preparation of traffic signal plans, specifications, and special provisions. The CITY will not consider proposals from consulting firms that do not have the personnel, experience, or software/hardware needed to satisfy the CITY's requirements.

The traffic signal to be designed is located at Putnam Avenue & D Street in the City of Porterville. The successful CONSULTANT shall prepare and submit final plans and technical specifications by May 23, 2014. Final plans shall include, but not be limited to, the design of a complete traffic signal, street returns, disabled ramps, traffic signal conduit, intersection & advance loops, signing and striping.

**OBJECTIVES**

The CITY's objective is to secure professional services to prepare plans, specifications, and construction cost estimates for the project, assist the CITY during the bidding and construction phases of the project, resolve questions relating to the CONSULTANT's work, and prepare timing cards for the newly designed traffic signal. The CONSULTANT selected will have a design team with strong experience in traffic signal design, Model 170 controllers, signing & striping, and in the preparation of a comprehensive bid schedule with an engineer's estimate of probable cost.

**BACKGROUND**

The City of Porterville has been programmed to receive HSIP funding from Caltrans to construct the traffic signal described in this RFQ. The design cost for the traffic will also be borne by HSIP federal funds. The traffic signal design project includes the preparation of plans, technical specifications and special provisions as needed to construct the traffic signal. The design shall include traffic loops, lane geometry with protected left turns, and timing plans.

## **TASK I: BASE MAP DEVELOPMENT**

Aerial, planimetric, and topographic drawings for the intersection will be provided to the CONSULTANT selected in digital format. The CONSULTANT is encouraged to review and analyze the data provided by the CITY. If the CONSULTANT and CITY agree that proper base plans can be generated from the aerial, planimetric, and topographic drawings, these drawings can be used to generate the construction plans.

The CONSULTANT is advised herein that the CITY expects clear, complete and accurate traffic signal construction plans. The CITY will not accept incomplete or otherwise inferior plans based on the CONSULTANT's assertion that the CITY's aerial photos, planimetric and topographic drawings were not sufficient for the CONSULTANT to deliver quality plans. The CONSULTANT shall request additional data and/or information from the CITY, if needed.

## **TASK II: SIGNALIZATION DESIGN REQUIREMENTS**

### **A. Project Manual/Technical Specifications:**

The project manual "boiler plate" section, which includes "Notice Inviting Bids, Invitation to Bidders, Proposal and Contract Agreement," shall be prepared by the CITY. The CONSULTANT shall prepare and provide the technical specifications, special provisions, bid schedule, and the engineer's estimate of probable cost. The technical specifications and special provisions shall correspond to the appropriate sections of the "Standard Specifications for Public Works Construction" and "State of California Department of Transportation Standard Specifications." The project manual is the term used by the CITY to describe the boilerplate and specification sections. The complete project manual contains the following:

1. Notice Inviting Bids – CITY Responsibility;
2. Invitation to Bidders – CITY Responsibility;
3. Proposal – CITY Responsibility;
4. Contract Agreement – CITY Responsibility;
5. General Specifications – CITY Responsibility;
6. Special Provisions, Part 1, 2, & 3 (includes technical specifications) – CONSULTANT Responsibility;
7. Bid Schedule – CONSULTANT Responsibility;
8. Engineer's Estimate – CONSULTANT Responsibility; and
9. Appendix – CITY Responsibility.

The CONSULTANT shall provide the technical information to complete the project manual and must include, but not be limited to:

1. Standard Specifications and Standard Plans incorporated by reference, and any necessary special provisions;

2. Controller Specifications;
3. Signal heads, pole, mast arm and other related hardware;
4. Loop detector specifications;
5. Light Emitting Diodes (LED) specifications for red, green, and pedestrian lights; and
6. Signing & striping specifications and all other specifications as required by the design.

B. Field Analysis:

CONSULTANT shall perform the necessary traffic volume counts, left turn counts, analysis of traffic models, etc. and do all computations necessary to prepare construction plans covering all traffic signal related details. Traffic counts, left turn counts and other computational data shall become the property of the City of Porterville and shall be transmitted to the CITY under separate cover at the time of final plan submittal.

C. Construction Plans:

Construction plans shall be developed from CITY field topography surveys and may use aerial and planimetric drawings as the base map if acceptable to the CITY. The plans shall include, as a minimum, the following information:

1. Location of controller, signal standards (poles), signal heads, vehicle detectors, pedestrian push buttons, pull boxes and all related hardware. CONSULTANT shall be cognizant of and shall make sure that clearance around poles, cabinets and other installed improvements satisfy ADA requirements;
2. Cable runs identified and keyed to a separate cable schedule;
3. Equipment scheduled to location;
4. Signal phasing diagrams;
5. Schedule of start-up time settings for all control equipment;
6. Special and electrical notes as required to insure accurate installation of the designed signalization; and
7. Clear dimensioning of all component locations (i.e. Controller, signal standard, detectors, curb returns, disable ramps, etc.) referenced to the established control.

The CITY may provide a Digital Cover Sheet, to be incorporated with the drawings, upon request.

D. Intersection and Approaches:

Construction plans of the intersections and approaches shall include:

1. Type and location of signing;

2. Pavement marking and striping, crosswalk striping, lane and centerline markings;
3. Recommended geometric changes/channelization, if appropriate; and
4. Accessible ramps and pedestrian signal hardware per City Standard at all returns or as directed by the City Engineer.

E. Plan Check Review:

The CONSULTANT shall submit two (2) sets of 1" = 20", 24" x 36" drawings to the CITY at the 60% and 100% completion for review and approval. The CITY's review will cover quality, completeness, accuracy and neatness. The CONSULTANT shall incorporate those comments and/or revisions into the construction plans.

F. Final Plans/Digital Format:

Final plans shall be printed on Mylar or Vellum at 1" = 20" scale on 24" x 36" sheets. Sheets shall have a 1/2" border on top, bottom and right and a 1" border on left. Final plans shall also be provided to the CITY electronically in CAD format.

Drafting and lettering shall be of a size and weight suitable for photographic reduction to one-half size. Plans shall conform to the standard procedures of the State of California Department of Transportation.

**TASK III: UTILITY COORDINATION**

The CONSULTANT shall include in his/her proposal all items necessary to satisfy the following:

1. Coordinate work between appropriate utility companies to insure project plans and manual are received by all agencies. Provide written proof that So. CA. Edison has received notice of pending construction and notice of request for power source location.
2. Furnish to the appropriate persons and agencies any revisions or supplemental data needed by such persons or agencies during and throughout the submittal of final plans and project manual.
3. Attend meetings that may be called from time to time concerning the project.
4. Request, receive and plot all facilities owned by all agencies that may affect the project.

#### **TASK IV: CONSTRUCTION COST ESTIMATE**

Prepare and submit engineer's estimate of probable cost. The engineer's estimate report shall be signed by the Engineer in responsible charge and shall be presented to the CITY under separate cover at the 100% plan submittal.

#### **TASK V: PRE-BID AND CONSTRUCTION SUPPORT SERVICES**

Provide pre-bid and construction support services such as, but not limited to, explanations as to intent of plans and/or specifications, preparation of addenda, review of shop drawings, interpretation of plans and specifications. The CONSULTANT's responsibilities during the construction period shall be that of reviewing submittals and rendering professional advice and consultation as to the best means of satisfying the project requirements.

The CONSULTANT is not expected, nor will be allowed to take control of any portion of the project. Construction support shall include field trips to the CITY and will be provided only at the request of the CITY. The CITY and CONSULTANT shall mutually agree upon the duration of each request. For the purpose of this proposal, assume a total of 24 hours of CONSULTANT time for this item of work.

#### **LOCAL AGENCY RESPONSIBILITIES**

The CONSULTANT will report to the CITY's Contract Administrator who reports to the City Engineer and Public Works Director. The CONSULTANT shall not proceed with any work until the CITY provides the Notice to Proceed to the CONSULTANT.

The CITY's Contract Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator shall be responsible for the following:

1. Serve as the CITY's primary contact person for the CONSULTANT;
2. Monitor the CONSULTANT's progress and provide direction;
3. Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period;
4. Approve the CONSULTANT's progress payments; and
5. Identify other CITY personnel for CONSULTANT to contact, if needed.

All records and documentation produced by the CONSULTANT for this project, become property of the CITY.

**END OF SCOPE OF SERVICES**

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: PIONEER WATER COMPANY SHARE WATER

SOURCE: Public Works Department - Field Services

COMMENT: At the January 21, 2014, Council meeting, staff provided an update on the status of negotiations with the Pioneer Water Company (PWC) on the use of the City's shareholder water. Staff met with the PWC board and its representatives and no new agreement was developed. The PWC board asked that the City not exercise its rights to the City's PWC share water due to the economic impact this action might have on the rest of PWC shareholders. If the City exercises its rights to take delivery of the water, there will be less water available to the remaining users. Staff indicated it would pass on this concern to Council.

At the January 21, 2014, Council meeting, staff indicated it would explore the best options for utilizing the City's PWC share water if an agreement with PWC was not realized. Staff has had discussions with the various irrigation districts in the area and with private individuals that have expressed interest in what the City will do with its PWC share water. Staff communicated with Dr. Ken Schmidt, Certified Hydrologist, to obtain his expert opinion on the best location for the City to conduct groundwater recharge. Dr. Schmidt recommended that the preferred location for the City to conduct groundwater recharge would be the Porter Slough.

The following summarizes the discussions with entities having an interest in the City's use of its PWC share water.

Lombardi Meeting

A meeting was held with Guido and Alan Lombardi to discuss the City's PWC share water. While both Guido and his son, Alan, represent or sit on boards of various water entities (PWC, Porterville Irrigation District, Porter Slough Ditch company, Alta Vista Water, and Griffith Farms), they made it clear that they were at the meeting solely representing Lombardi farming interests and not acting in any official capacity for any of the various water entities they are associated with.

The City indicated its intent to use its PWC share water for groundwater recharge. Staff noted that the City would be meeting with other entities to determine the best option(s) for the City. Options included the use of the Porter Slough as a de facto recharge basin, the Indiana "Goat Pond" reservoir, Lower Tule River Irrigation District (LTRID) "Koslov Basin", Mueller Field, and or the City's Corporation Yard reservoir.

Dir BZ Appropriated/Funded WB CM J

Item No. 6

The Lombardi's made it clear that they would like the City to bring as much water as possible down the Porter Slough. They also suggested the City install a head gate structure on the Porter Slough at the Corporation Yard.

#### PID Meeting

The City met with Sean Geivet, District Manager of Porterville Irrigation District (PID) to discuss the City's PWC share water. Staff provided Mr. Geivet with the City's options for ground water recharge as described above. Mr. Geivet commended the City for its efforts to enhance groundwater recharge in the area and indicated his preference for more water coming down the Porter Slough. Mr. Geivet felt this option would benefit the City and PID. Mr. Geivet did not provide any options where PID paid for the City's PWC shares.

#### LTRID Meeting

The City met with Dan Vink, District Manager of LTRID on October 23, 2013, to discuss the City's PWC share water. Staff discussed a proposal by LTRID and revised the proposal to the following:

- 1) LTRID will buy all of the City's PWC annual water shares less any water used by the two Murry Park ponds (approximately 250 acre ft.).
- 2) The purchase price will be the published PWC water rate at the time of purchase. The City will continue to pay the annual PWC share assessment.
- 3) LTRID will recharge all of the water available from the City in the LTRID "Koslov Basin" adjacent to the Friant-Kern Canal (approximately 1.5 miles from the Sports Park water well) or in the property adjacent to Poplar Ditch on Indiana Street (referred to as the "Goat Pond"). Recharge site will be determined by LTRID.
- 4) Term 10 years.

It should be noted that this proposal will require the approval of the PWC board as the water would be transferred out of the PWC system. The PWC board currently has a moratorium against out-of-system transfers. As mentioned earlier, Dr. Schmidt did not see this option as beneficial to the City and recommended that recharge waters be discharged to the Porter Slough.

### Pioneer Board Meeting

At the November 18, 2013, PWC board meeting, the City's use of share water was discussed and the impact it might have on PWC users. It was determined that PWC would not make any offer to the City regarding its shares. The PWC Board asked the City to consider the economic impact on the farmers if the City used its water shares and the impact the City would feel by the farming community spending less within the local community.

### Vandalia Irrigation District Meeting

The City met with Steve Drumright, District Manager for Vandalia Irrigation District (VID), to discuss potential uses of PWC shares. Mr. Drumright gave an overview of the Campbell-Mooreland ditch and Vandalia Irrigation systems. VID recharges about 4,000 acre ft. per winter. Three main topics were discussed:

- 1) Use City PWC share water to recharge basins north of Porterville Development Center (PDC). This would help the City with credit for recharge. It would also help PDC with their wells (1MGD). PDC is one of the City's largest employers. Mr. Drumright indicated the economic impact could be beneficial to the City.
- 2) Use the City's storm drain basin on Jaye north of Gibbons to recharge with VID water.
- 3) Use the VID ditch to irrigate the City's headgate mitigation site; install gate in ditch, pump to pressurize the mitigation site irrigation system.

It should be noted that Mr. Drumright's proposals will require the approval of the PWC board as the water would be transferred out of the PWC system. The PWC board currently has a moratorium against out-of-system transfers.

It is staff's recommendation that the City Council retain its PWC share water rights and direct staff to discuss with PWC when the optimal time would be for the City to take its share water delivery. The flow of the water for groundwater recharge should be directed to the Porter Slough or other City reservoirs as determined by the Public Works Director. There may still be an opportunity for the City to negotiate a dry year/wet year agreement that is mutually beneficial to both parties. As such, staff recommends Council authorize the Public Works Director, or his designee, to continue discussions with the PWC board and return any new proposals for Council's consideration.

RECOMMENDATION: That the City Council:

1. Retain its PWC share water rights and direct staff to discuss with PWC when the optimal time would be for the City to take its share water delivery;
2. Direct that water flows for groundwater recharge be directed to the Porter Slough or other City reservoirs as determined by the Public Works Director; and
3. Authorize the Public Works Director, or his designee, to continue discussions with the PWC board and return with any new proposals for Council's consideration.

SUBJECT: AWARD OF CONTRACT – FIRE PREVENTION WEED ABATEMENT

SOURCE: FIRE DEPARTMENT

COMMENT: In response to solicitation, staff received three proposals for the City's annual fire prevention weed abatement program. The bid called for contractors to quote rates for discing, handwork, and debris removal. No single bidder returned a proposal that rated lowest in each of the required categories. The proposals were evaluated by comparing the rates bid for discing, handwork and debris removal on each of the 24 City parcels that require annual weed abatement services. This method of evaluation closely estimates total annual cost to the City of Porterville for weed abatement services performed on City-owned property. The low bid, submitted by R. Stephen Richard Inc., included the following rates:

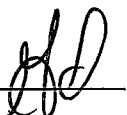
1. Discing less than 1 acre, \$225.00, flat rate
2. Discing 1 or more acres, \$55.00 per acre
3. Handwork, \$0.75 per square foot
4. Debris removal, \$280.00, flat rate for less than 1 unit
5. Debris removal, \$280.00 per unit for 1 or more units

Each bidder has been evaluated by the Fire Prevention Division; each is capable of performing the scope of work required and operates all necessary equipment. Detailed evaluations of bid results are included as attachments.


RECOMMENDATIONS: That the City Council:

1. Authorize the Fire Chief to execute an agreement with R. Stephen Richard Inc. as the primary contractor for a 3-year term;
2. Select Joe Grijalva Landscape Construction as the first alternate contractor; and
3. Select Alvin Smith as the second alternate contractor.

ATTACHMENTS: 1. Bid evaluations  
2. Contractor qualifications

Dir. 

Approp./ Funded 

CM 

Item No. 07

PARCEL #	SITE ADDRESS/LOCATION	DISK ACRES	DISK FEE	HAND WRK SQ FT	HAND WRK FEE	HAUL UNITS	HAUL FEE
ROW No APN	ROW at Plano/Williams S. corner	0	0.00	700	525.00	0.50	280.00
253151012	R2T Putnam to Mill	0.1	225.00	83	62.25	0.50	280.00
261150016	216 E. Orange, NW Orange/ Wallace	0.11	225.00	102	76.50	0.50	280.00
253156014	R2T Mill to Oak	0.2	225.00	193	144.75	0.50	280.00
253156015	R2T Oak to Mill	0.22	225.00	0	0.00	0.50	280.00
261052019	ROW for Offramp. S. of 107 E. Mt. View	0.27	225.00	0	0.00	0.50	280.00
253160057	R2T Garden to Oak	0.32	225.00	0	0.00	0.50	280.00
253131002	R2T Harrison to Morton	0.36	225.00	0	0.00	0.50	280.00
253138002	R2T Thurman to Harrison	0.37	225.00	0	0.00	0.50	280.00
261130009	R2T N. of Olive Ave.	0.5	225.00	0	0.00	0.50	280.00
253210009	Lot Bet. 28 & 68 N. Plano St.	0.6	225.00	0	0.00	0.50	280.00
261130008	R2T S. of Olive Ave.**	0.8	225.00	0	0.00	0.50	280.00
261150056	N. and W. of Heritage Center**	0.87	225.00	700	525.00	0.50	280.00
253160058	R2T South of Garden Ave.	0.93	225.00	0	0.00	0.50	280.00
259140044	N. Bank Tule River W. of S. Indiana	0.95	225.00	0	0.00	0.50	280.00
253141010	R2T Thurman to Putnam	0.97	225.00	0	0.00	0.50	280.00
260080001	N. Bank Tule River E. of S. Indiana	1.3	97.50	0	0.00	1.00	280.00
261210007	N. of Park Dr. E. of "Barn Theatre"	2.77	152.35	0	0.00	1.00	280.00
254030021	NE Corner Morton and Crestview***	2.87	157.85	0	0.00	1.00	280.00
253050091	R2T Morton to Henderson	4.74	260.70	0	0.00	1.00	280.00
259290038	T.R.P. Property @ S. Newcomb St.	5	275.00	1,325	993.75	1.00	280.00
261140024	N. and W. of Heritage Center**	7.74	425.70	382	286.50	2.00	560.00
269050034	SE Corner of Montgomery and Jaye	10	550.00	0	0.00	3.00	840.00
253210015	Field @ Oak & Corona	10.3	566.50	0	0.00	3.00	840.00

Bid Sub Total	5,860.60	2,613.75	8,120.00
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Bid Amount R. Stephen Richard Inc.

Bid Total \$16,594.35

Discing \$225.00 flat rate for less than 1 acre  
\$ 55.00 per acre for 1 or more acres

Handwork \$0.75 per sq. ft.

Haul \$280.00 flat rate, less than 1 unit  
\$280.00 per unit for 1 or more

PARCEL #	SITE ADDRESS/LOCATION	DISK ACRES	DISK FEE	HAND WRK SQ FT	HAND WRK FEE	HAUL UNITS	HAUL FEE
ROW No APN	ROW at Plano/Williams S. corner	0	0.00	700	126.00	3.00	1,650.00
253151012	R2T Putnam to Mill	0.1	125.00	83	14.94	0.50	600.00
261150016	216 E. Orange, NW Orange/ Wallace	0.11	125.00	102	18.36	1.00	550.00
253156014	R2T Mill to Oak	0.2	125.00	193	34.74	0.50	600.00
253156015	R2T Oak to Mill	0.22	125.00	0	0.00	0.50	600.00
261052019	ROW for Offramp. S. of 107 E. Mt. View	0.27	125.00	0	0.00	0.50	600.00
253160057	R2T Garden to Oak	0.32	125.00	0	0.00	0.50	600.00
253131002	R2T Harrison to Morton	0.36	125.00	0	0.00	0.50	600.00
253138002	R2T Thurman to Harrison	0.37	125.00	0	0.00	0.50	600.00
261130009	R2T N. of Olive Ave.	0.5	125.00	0	0.00	1.00	550.00
253210009	Lot Bet. 28 & 68 N. Plano St.	0.6	125.00	0	0.00	0.50	600.00
261130008	R2T S. of Olive Ave.**	0.8	125.00	0	0.00	1.00	550.00
261150056	N. and W. of Heritage Center**	0.87	125.00	700	126.00	1.00	550.00
253160058	R2T South of Garden Ave.	0.93	125.00	0	0.00	0.50	600.00
259140044	N. Bank Tule River W. of S. Indiana	0.95	125.00	0	0.00	0.50	600.00
253141010	R2T Thurman to Putnam	0.97	125.00	0	0.00	0.50	600.00
260080001	N. Bank Tule River E. of S. Indiana	1.3	110.50	0	0.00	0.50	600.00
261210007	N. of Park Dr. E. of "Barn Theatre"	2.77	235.45	0	0.00	2.00	1,100.00
254030021	NE Corner Morton and Crestview***	2.87	243.95	0	0.00	0.50	600.00
253050091	R2T Morton to Henderson	4.74	402.90	0	0.00	0.50	600.00
259290038	T.R.P. Property @ S. Newcomb St.	5	425.00	1,325	238.50	0.50	600.00
261140024	N. and W. of Heritage Center**	7.74	657.90	382	68.76	1.00	550.00
269050034	SE Corner of Montgomery and Jaye	10	850.00	0	0.00	3.00	1,650.00
253210015	Field @ Oak & Corona	10.3	875.50	0	0.00	0.50	600.00
Bid Sub Total		5,676.20			627.30		16,750.00

Bid Amount Joe Grijalva Landscape Construction Bid Total \$23,053.50

Discing \$125.00 flat rate for less than 1 acre  
\$ 85.00 per acre for 1 or more acres

Handwork \$0.18 per sq. ft.

Haul \$600.00 flat rate, less than 1 unit  
\$550.00 per unit for 1 or more

PARCEL #	SITE ADDRESS/LOCATION	DISK ACRES	DISK FEE	HAND WRK SQ FT	HAND WRK FEE	HAUL UNITS	HAUL FEE
ROW No APN	ROW at Plano/Williams S. corner	0.00	0.00	700.00	700.00	0.50	400.00
253151012	R2T Putnam to Mill	0.10	75.00	83.00	83.00	0.50	400.00
261150016	216 E. Orange, NW Orange/ Wallace	0.11	75.00	102.00	102.00	0.50	400.00
253156014	R2T Mill to Oak	0.20	75.00	193.00	193.00	0.50	400.00
253156015	R2T Oak to Mill	0.22	75.00	0.00	0.00	0.50	400.00
261052019	ROW for Offramp. S. of 107 E. Mt. View	0.27	75.00	0.00	0.00	0.50	400.00
253160057	R2T Garden to Oak	0.32	75.00	0.00	0.00	0.50	400.00
253131002	R2T Harrison to Morton	0.36	75.00	0.00	0.00	0.50	400.00
253138002	R2T Thurman to Harrison	0.37	75.00	0.00	0.00	0.50	400.00
261130009	R2T N. of Olive Ave.	0.50	75.00	0.00	0.00	0.50	400.00
253210009	Lot Bet. 28 & 68 N. Plano St.	0.60	75.00	0.00	0.00	0.50	400.00
261130008	R2T S. of Olive Ave.**	0.80	75.00	0.00	0.00	0.50	400.00
261150056	N. and W. of Heritage Center**	0.87	75.00	700.00	700.00	0.50	400.00
253160058	R2T South of Garden Ave.	0.93	75.00	0.00	0.00	0.50	400.00
259140044	N. Bank Tule River W. of S. Indiana	0.95	75.00	0.00	0.00	0.50	400.00
253141010	R2T Thurman to Putnam	0.97	75.00	0.00	0.00	0.50	400.00
260080001	N. Bank Tule River E. of S. Indiana	1.30	130.00	0.00	0.00	1.00	600.00
261210007	N. of Park Dr. E. of "Barn Theatre"	2.77	277.00	0.00	0.00	1.00	600.00
254030021	NE Corner Morton and Crestview***	2.87	287.00	0.00	0.00	1.00	600.00
253050091	R2T Morton to Henderson	4.74	474.00	0.00	0.00	1.00	600.00
259290038	T.R.P. Property @ S. Newcomb St.	5.00	500.00	1325.00	1,325.00	1.00	600.00
261140024	N. and W. of Heritage Center**	7.74	774.00	382.00	382.00	2.00	1,200.00
269050034	SE Corner of Montgomery and Jaye	10.00	1,000.00	0.00	0.00	3.00	1,800.00
253210015	Field @ Oak & Corona	10.30	1,030.00	0.00	0.00	3.00	1,800.00

Bid Sub Total	5,597.00	3,485.00	14,200.00
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Bid Amount     Alvin Smith

Bid Total        \$23,282.00

Discing            \$ 75 flat rate for less than 1 acre  
                       \$100 per acre for 1 or more acres

Handwork        \$1.00 per sq. ft.

Haul                \$400.00 flat rate, less than 1 unit  
                       \$600.00 per unit for 1 or more

**BIDDERS' QUALIFICATIONS VERIFICATION  
BID NO. 13/14-AC1809  
WEED ABATEMENT SERVICEES**

The City of Porterville has requested qualifications and references from all licensed contractors that have submitted proposals for BID NO. 13/14-AC1809, Weed Abatement Services. A total of three proposals were received and each has been evaluated by the Fire Prevention Division. The evaluation includes verification of equipment, ability to accomplish the scope of work, and ability to meet the established timelines. The contractors listed below in alphabetical order meet the requirements of the City of Porterville.

Joe Grijalava Landscape Contruction, Tulare:

Mr. Grijalava has 16 employees and holds 19 contracts with other agencies, including the State of California and several cities. Interviews with representatives of municipalities served by Mr. Grijalava indicate that his performance has been satisfactory, meeting established parameters for timeframes and quality of work. Mr. Grijalava is in possession of equipment required to perform weed abatement services.

R. Stephen Richard Inc., Visalia:

Mr. Richard has 14 employees and holds a number of governmental contracts. His business works exclusively for governmental agencies. Interviews with representatives of municipalities served by Mr. Richard indicate that his performance has been satisfactory, meeting established parameters for timeframes and quality of work. Mr. Richard is in possession of equipment required to perform weed abatement services.

Alvin Smith, Porterville:

Mr. Smith has previously performed weed abatement services for the City of Porterville. Mr. Smith indicates that he has no employees. His performance has been satisfactory and he is in possession of equipment required to perform weed abatement services.

A handwritten signature in black ink, appearing to read 'Dave LaPere', with a stylized, flowing script.

Dave LaPere, Fire Marshall

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: RATIFICATION OF EXPENDITURE – SOUTHERN CALIFORNIA EDISON STREETLIGHTS FOR THE PLANO BRIDGE REHABILITATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On June 4, 2013, City Council awarded the Plano Bridge Rehabilitation Project to Viking Construction of Rancho Cordova, CA. The proposed project includes rehabilitating and widening the existing Plano Street Bridge over the Tule River and reconstructing the street approaches.

Construction of the project requires the relocation of two (2) streetlights, which are provided, installed, and maintained by SCE. The cost for relocation of the streetlights is \$13,984.73. The invoice from SCE is attached for reference purposes.

Funding was approved in the 2013/2014 Annual Budget. Highway Bridge Program (HBP) funds and Local Transportation (LTF) funds, as appropriated by Council at the June 4, 2013, meeting, are the funding sources.

RECOMMENDATION: That the City Council:

1. Approve the costs associated with relocation of the streetlights; and
2. Authorize the City Engineer to sign the SCE application and issue a \$13,984.73 payment.

ATTACHMENT: SCE Invoice

P:\pubworks\General\Council\Ratification of Expenditure - SCE Streetlights for Plano Bridge Rehabilitation Project.docx

Dir BOL Appropriated/Funded MB CM J

Item No. 8



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL<sup>®</sup> Company  
Southern California Edison Company

291 N MAIN ST  
PORTERVILLE CA 93257 3737


Invoice #	164955
Invoice Term:	90 Days
Customer Name:	CITY OF PORTERVILLE
Customer Email:	
Invoice Date:	02/05/2014
SCE Contact:	Dustin Daniel Underwood
Telephone:	(559)-684-3558
Install - Billing Option:	
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA

Description	Amount
Service Request Number: 1736421 Project Description: TD799033~RELOCATE 2EA STREET LIGHTS PER CITIES REQUEST Project Location: 4340681E STR PORTERVILLE CA 93257	
Design #: 558435 Design Description: Product #: 799033 - RELOCATE FACILITIES	
<b>LABOR:</b> This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.	\$2,606.54
<b>MATERIAL:</b> This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included in the total SCE material amount.	\$187.13
<b>OTHER:</b> This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.	\$8,812.94
<b>TOTAL LABOR, MATERIAL, OTHER:</b>	\$11,606.61
<b>CREDITS:</b> This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit	\$(0.99)
<b>TOTAL CREDITS:</b>	\$(0.99)
<b>NET CONSTRUCTION BILLING / RELOCATION ADVANCE:</b>	\$11,605.62
<b>TAX:</b> 1. ITCC on Applicant Furnished Tax Base (Taxable Amount): \$0.00 Tax Rate: 35.00% Tax Amount: \$0.00 2. ITCC on Net Construction (Less Non Taxable Amount) Tax Base (Taxable Amount): \$6,797.46 Tax Rate: 35.00% Tax Amount: \$2,379.11 <b>TOTAL TAX:</b> \$2,379.11	
<b>DEPOSITS:</b> Preliminary Design & Engineering Advance \$0.00 Previous Payment \$0.00 <b>TOTAL DEPOSITS:</b> \$0.00	
<b>COMMENTS:</b> * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please return all applications and/or contracts fully completed. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance	
<b>TOTAL PROJECT INVOICE AMOUNT:</b>	\$ 13,984.73

Please detach and return payment stub with payment

**Payment  
Stub**

Invoice #: 164955

Please pay total amount now due:  \$13,984.73

Thank you for paying promptly

Make check payable to Southern California Edison

CITY OF PORTERVILLE

291 N MAIN ST  
PORTERVILLE CA 93257 3737

2425 SOUTH BLACKSTONE AVENUE  
TULARE CA 93274



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL<sup>®</sup> Company  
Southern California Edison Company

291 N MAIN ST  
PORTERVILLE CA 93257 3737

Invoice #	164955
Invoice Term:	90 Days
Customer Name:	CITY OF PORTERVILLE
Customer Email:	
Invoice Date:	02/05/2014
SCE Contact:	Dustin Daniel Underwood
Telephone:	(559)-684-3558
Install - Billing Option:	
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA

**COMMENTS CONTINUED:**

- \* Call the Edison company at 1-800-655-4555 to make application for electrical service.
- \* An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
- \* Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
- \* Payments accepted by check or money order only

CITY COUNCIL AGENDA: MARCH 4, 2014

CONSENT CALENDAR

SUBJECT: SUPPORT FOR THE RE-DESIGNATION OF THE GREATER SOUTH SAN JOAQUIN VALLEY RECYCLING MARKET DEVELOPMENT ZONE (RMDZ) AND TO INCLUDE AN EXPANSION IN ZONE BOUNDARIES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: California's Integrated Waste Management Act (IWMA), which originally passed in 1989 and has since been amended, requires each jurisdiction within the State to reduce the amount of waste disposed in landfills by 50% by the year 2000 and maintain that level every year thereafter.

To assist California cities and counties in reaching this goal, the Recycling Market Development Zone (RMDZ) program was created by the California Department of Resources and Recovery (CalRecycle).

There are presently over 30 RMDZs in the State. RMDZs are approved for a term of 10 years (Public Resources Code Sections 42011). At the end of the 10-year term, the Zone Administrator or other delegated persons may reapply for another 10-year term (California Code of Regulations Sections 17914).

The current zone designation for the Greater South San Joaquin Valley RMDZ, which includes all non-residentially zoned areas of Tulare County and portions of Kings County, is due to expire in March 2014. As a commitment to continue to establish, sustain and expand recycling-based manufacturing businesses, and strengthen more regional economic development, and with a desire to also include the unincorporated areas of Kings County and the City of Avenal, an application has been prepared to re-designate and expand the current boundaries of the RMDZ.

The RMDZ program was designed to create an increase in market demand for local recycled materials. The program also helps create jobs, can increase the tax base and reduce transportation costs of local recycled materials. The RMDZ program is a business assistance program, and qualifying manufacturers in an RMDZ are eligible to receive low-interest loans from the State. Other benefits, such as help with locating recycled materials for processing and identifying new customers, may be offered to companies located in RMDZs as well. Local businesses have previously taken advantage of this program.

Re-designation and expansion of the Greater South San Joaquin Valley Recycling Market Development Zone would enable these benefits to continue for another ten years.

#### History

March 1994 - Tulare and Kings County applied for and were designated an RMDZ named Greater South San Joaquin Valley Recycling Market Development Zone (GSSJV RMDZ) and included cities in both Tulare and Kings Counties. February 2000 – RMDZ expanded to add portions of non-residentially zoned areas for the cities of Exeter, Farmersville, Lindsay, and Woodlake and increased the non-residentially zoned areas for the cities of Dinuba, Tulare and the County of Tulare.

May 2003 – RMDZ expanded to include the City of Porterville.

March 2004 – RMDZ received re-designation for another 10-year term.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution approving the re-designation of the Greater South San Joaquin Valley Recycling Market Development Zone (GSSJV RMDZ), with an expansion of boundaries; and
2. Direct the Economic Development Corporation serving Tulare County to submit an application to CalRecycle requesting re-designation that will include the Counties of Tulare and Kings and their respective Cities in a manner that seeks to ensure the fair treatment of all people.

ATTACHMENTS: Draft Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PORTERVILLE SUPPORTING THE RE-  
DESIGNATION OF THE GREATER SOUTH SAN JOAQUIN VALLEY RECYCLING  
MARKET DEVELOPMENT ZONE (GSSJV RMDZ) AND AN EXPANSION IN  
BOUNDARIES**

**WHEREAS**, California Public Resources Code Section 42010, et al. provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

**WHEREAS**, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

**WHEREAS**, the Greater South San Joaquin Valley RMDZ includes designated areas in Tulare and Kings County; and

**WHEREAS**, the Greater South San Joaquin Valley RMDZ is administered by the Economic Development Corporation serving Tulare County, in coordination with the Kings County Economic Development Corporation; and

**WHEREAS**, the Greater South San Joaquin Valley RMDZ is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

**WHEREAS**, the Greater South San Joaquin Valley RMDZ will expire in March 2014 unless re-designated by CalRecycle; and

**WHEREAS**, the unincorporated areas of Kings County and the City of Avenal desire existing and new recycling-based manufacturing businesses located within their jurisdictions to be eligible for the technical and financial incentives associated with the RMDZ program; and

**WHEREAS**, the Greater South San Joaquin Valley RMDZ is expanding to include the unincorporated areas of Kings County and the City of Avenal; and

**WHEREAS**, the addition of these jurisdictions to the Greater South San Joaquin Valley RMDZ is necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ; and

**WHEREAS**, the continued development of local markets for recycled materials will reduce the need to transport material out of the region in the future; and

**WHEREAS**, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

**WHEREAS**, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code Section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code Section 71110(a)]; and

**WHEREAS**, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

**WHEREAS**, the Counties of Tulare and Kings and their respective Cities have agreed to submit an application to CalRecycle requesting the re-designation of the Greater South San Joaquin Valley RMDZ to also include unincorporated areas of Kings County and the City of Avenal; and

**WHEREAS**, the County of Kings has agreed to act as Lead Agency for the proposed re-designation; and

**WHEREAS**, in accordance with the California Environmental Quality Act (CEQA), the Kings County Board of Supervisors determined that this RMDZ re-designation is exempt pursuant to Section 15061.(B)(3) of the Guidelines for California Environmental Quality Act (CEQA Guidelines).

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Council of the City of Porterville that it approves the re-designation of the Greater South San Joaquin Valley RMDZ and directs the Economic Development Corporation serving Tulare County to submit the application to CalRecycle requesting re-designation of the Greater South San Joaquin Valley RMDZ which includes the Counties of Tulare and Kings and their respective Cities.

PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of March, 2014.

---

Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By \_\_\_\_\_

Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA: MARCH 4, 2014


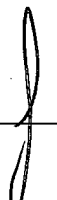
SUBJECT: REQUEST TO RE-PUBLICIZE VACANCY ON ARTS COMMISSION

SOURCE: CITY CLERK'S OFFICE

COMMENT: At its meeting on February 4, 2014, staff advised Council of a vacancy on the Arts Commission which was created when Commissioner Alex Schooler vacated his seat. Council directed staff to publicize the vacancy and present all submitted applications for consideration at the Council Meeting of March 4<sup>th</sup>.

As directed, a press release was issued to the media and posted on the City's website. As of this time, no requests for appointment have been received. As such, staff requests that the Council direct staff to continue their efforts and re-advertise the vacancy to solicit applications from individuals interested in serving on the Commission.

RECOMMENDATION: That the City Council direct staff to re-publicize notice of the vacancy on the Arts Commission with a term to expire in August of 2016.

DD  Appropriated/Funded N/A CM 

Item No. 10

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – PANCREATIC CANCER ACTION NETWORK AND CROSSFIT 559 - WOD WARS FITNESS COMPETITION - MARCH 15-16, 2014

SOURCE: Finance Department

COMMENT: Pancreatic Cancer Action Network and Crossfit 559 are requesting approval to hold a two-day WOD Wars fitness competition. This is a challenging physical fitness competition and workout to be held on Saturday, March 15, 2014, from 7:00 a.m. to 5:00 p.m., and Sunday, March 16, 2014, from 8:00 a.m. to 2:00 p.m. The applicants are requesting the closure of E Street in front of Crossfit 559, at 25 North E Street and the portion of the alley way directly behind Crossfit 559.

The Police Department does not recommend the requested closure of E Street as this would effectively block the entire city block. In addition, the Planning Department has a concern regarding the parking access for the apartment tenants if the alley is closed. Staff has communicated these concerns to the event representative. In response, the representative withdrew the request for the street closure. He also stated that he has been in communication with most of the neighbors regarding the closure of that portion of the alley directly behind Crossfit 559 which should not affect the access to parking.

This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all of the departments involved.

RECOMMENDATION: That Council approve the Community Civic Event Application and Agreement, from the Pancreatic Cancer Action Network and Crossfit 559, with the closure of only the portion of the alley way directly behind Crossfit 559, and 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. 11

# 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? YES E-mail address? Jerry@crossfit559.com Website? CROSSFIT-559.co

Application date: 1-28-14 Event date: March 15-16  
2/19/14 Event time: 8:00 am - 6:00 PM

Name of Event: WOD WARS  
Pancreatic Cancer Action Network

Sponsoring organization: Crossfit 559 Phone # 920-9343

Address: 25 N. E Street

Authorized representative: Jerry STUMP Phone # 920-9343

Address: 23547 AVE 184 Porterville

Event chairperson: Jerry STUMP Phone # 920-6998

Jerry Crossfit 559

Location of event 25 N. E STREET INCL. ALLEY &/or

Street Frontage (Location map must be attached)

Type of event: FITNESS COMPETITION, vendors, and  
spectators

Non-profit organization status: Pancreatic Cancer Action network

(IRS Determination)

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

Barricades (quantity): YES 2? Street sweeping Yes      No X

Police protection Yes      No X Refuse pickup Yes      No X

Other:     

Parks facility application required: Yes      No X 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/](http://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


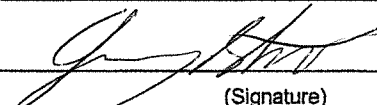

**Health permit:** Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental 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](http://www.tularehhsa.org).

 Authorized Representative Initials

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

 Authorized Representative Initials

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

		
(Name of Organization)	(Signature)	(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

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

[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: WOD WARS

Sponsoring organization: CrossFit 559 + Pancreatic Cancer Action Network

Event date: March 15-16 Hours: SAT 8:00 AM - 5:00 PM  
SUN 9:00 AM - 1:00 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>SATURDAY</u>		
<u>E Street</u>	<u>7:00 AM</u>	<u>5:00 PM</u>	<u>FITNESS COMP.</u>
	<u>in front of property</u>		<u>Vendors, Spectators</u>
	<u>SUNDAY</u>		
<u>E Street</u>	<u>8:00 AM</u>	<u>2:00 PM</u>	<u>FITNESS COMPETITION</u>
	<u>in front of property</u>		<u>Vendors, Spectators</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>E Street</u>	<u>SAME AS ABOVE</u>		
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

Vendors, spectators  
Alley enclosure in lieu of Est closure

REQUIREMENTS FOR COMMUNITY CIVIC EVENT  
PANCREATIC CANCER ACTION NETWORK AND CROSSFIT 559  
WOD WARS FITNESS COMPETITION  
MARCH 15 – 16, 2014

Finance Director:  
*M. Bemis*

Public Works Director:  
*B. Rodriguez*

No comments.

Community Development Manager:  
*J. Phillips*

Concerned about impact of alley closure to the adjacent land uses, specifically the apartments on North F that have parking accessed through the alley.

Field Services Manager:  
*B. Styles*

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

Fire Chief:  
*G. Irish*

No comments.

Parks and Leisure Services Director:  
*D. Moore*

No comments.

Police Captain:  
*D. Haynes*

Please see proposed recommendation and conditions from Exhibit B. The requested closure of E Street will impact the normal flow of vehicular and pedestrian traffic in the area of the event.

Administrative Services Director:  
*P. Hildreth*

Please see Exhibit A, page 2. All participants to sign a waiver releasing City and Successor Agency to the Porterville Redevelopment Agency from any and all liability.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Pancreatic Cancer Action Network and Crossfit 559  
Event: WOD Wars Fitness Competition  
Event Chairman: Jerry Stump  
Location: 25 N. E. Street  
Date of Event: March 15 – 16, 2014  
Time of Event: 8:00 a.m. to 6:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

That the Crossfit 559 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**  
**Community Civic Event Application**

**Cross Fit Competition/March 15 & 16, 2014**

Recommendations:

It is the opinion of the Porterville Police Department that the proposed event is best suited for one of many city parks or other off-street property. In order for the roadway to be blocked effectively, an entire city block will have to be closed, which impact the normal flow of vehicular and pedestrian traffic in the area of the event. Furthermore, event organizers have indicated that there will be a charge for spectators, which will be very difficult in an uncontrolled public area.

If a roadway or alley closure is permitted by the City Council, the following conditions will apply:

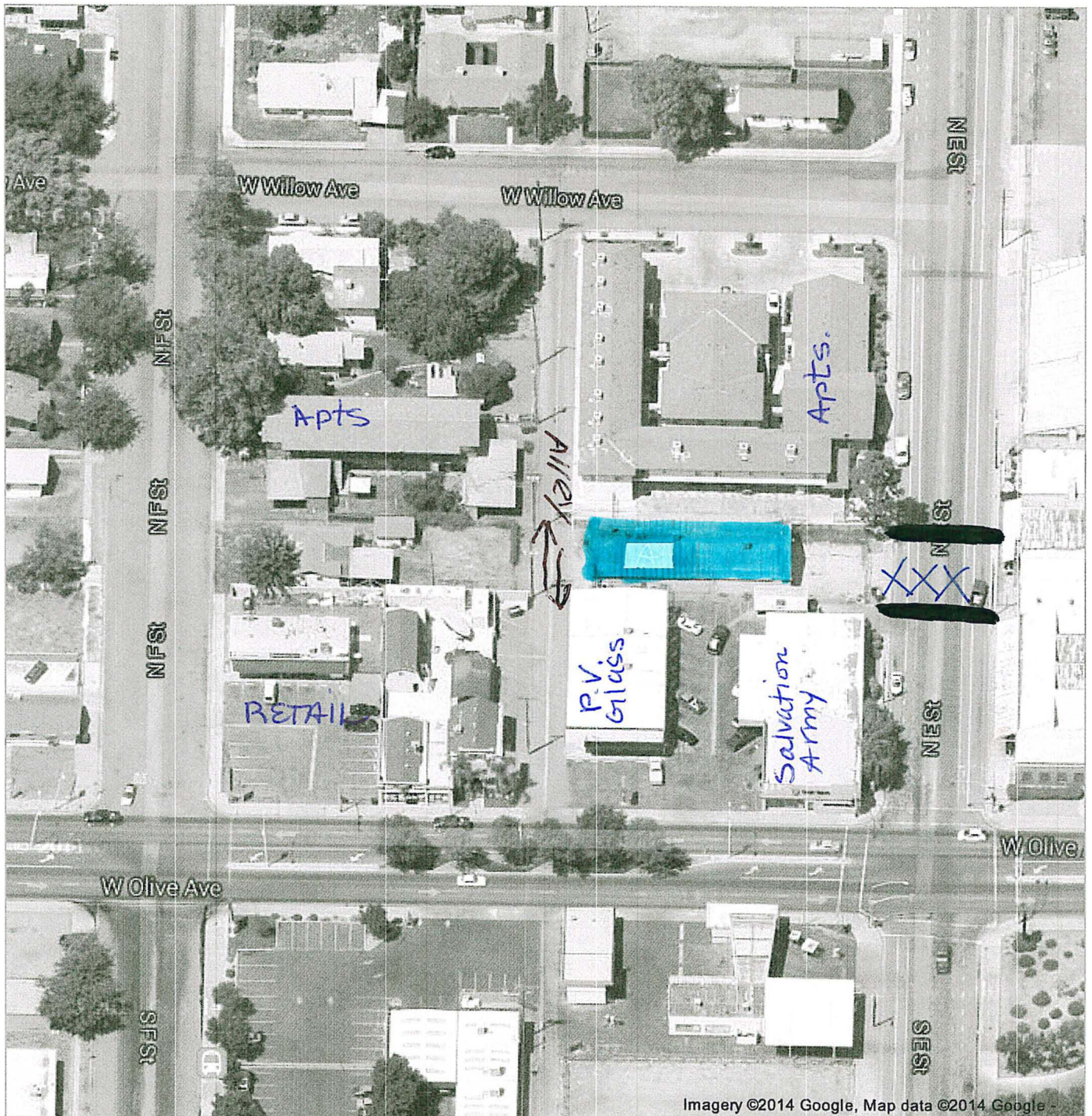
Conditions:

- All street closures in the city require City Council approval.
- Ensure highly visible and adequate barricades/barriers are used to warn motorists of non-access to closed street and prevent vehicle access to those designated areas.
- Vendors should be situated where they minimally block the sidewalk.
- Vendors shall be in compliance with the permit/licensing requirements of the City of Porterville and food vendors should possess inspection certificates from the Tulare County Health Department to ensure safe food products.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- Amplified music shall not begin before 9:00 a.m. or continue after 6:00 p.m.

Dan Haynes, Captain  
Police Department- Services Division

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



Imagery ©2014 Google, Map data ©2014 Google

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: Jerry Stump 23547 Ave 184  
Porterville 93257

2 Address where amplification equipment is to be used: 25 N. "E" Street

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: CROSSFIT COMPETITION

\* 5 Dates and hours of operation of amplification equipment: 9:00 A.M. Thru 5:00 P.M. SATURDAY  
9:00 AM Thru 12:00 PM SUNDAY

6 A general description of the sound amplifying equipment to be used: 500 watt P.A. and MP3  
PLAYER FOR MUSIC

Section 18-9

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

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

(Ord. Code § 6311)

Section 18-14

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

Penal Code Section 415 (2)

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

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

[Signature]  
Signature of Applicant

1-28-14  
Date

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

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

2-19-14  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/14/2014

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

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

<b>PRODUCER</b> Nexo Insurance Services, Inc  111 N. Sepulveda Blvd., Suite 325 Manhattan Beach, California 90266	<b>CONTACT NAME:</b> Eric Reingen	
	<b>PHONE (A/C No. Ext.):</b> (310) 937-2007	<b>FAX (A/C No.):</b> (310) 937-1127
	<b>E-MAIL ADDRESS:</b> ereingen@nexoins.com	
<b>INSURED</b> Jerry Stump CrossFit 559 25 N. E Street Porterville, CA 93257	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> CrossFit Risk Retention Group, Inc.	<b>NAIC #</b> 13720
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 18906**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability- Claims Made Insurance GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	AF01934	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional Liability \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AF01934	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTH-ER 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)

Premises Address: 25 N. E Street, Porterville, CA 93257. Special Event to be held at Insured's Premise Address on March 15 and 16, 2014. Certificate holder is named as additional insured where required by written contract with respects to general liability arising out of operations of the named insured. Sexual Abuse and Molestation Limit \$100,000.

**CERTIFICATE HOLDER**

City of Porterville  
Successor Agency to the Porterville Redevelopment Agency  
291 N. Main Street  
Porterville, CA 93257

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Jan Gable

ACORD 25 (2010/05)

INS025 (201005) 01

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COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE  
BREAKFAST ROTARY - CANCER RUN - MAY 3, 2014

SOURCE: Finance Department

COMMENT: Porterville Breakfast Rotary is requesting approval to hold their annual 5K Cancer Run on Saturday, May 3, 2014, from 6:00 a.m. to 11 a.m. The 5K run will start at Tulsa Street and Putnam Avenue, head south to Olive Avenue, turn west on Olive Avenue, turn north on Crestview Street, then east on Morton Avenue, turn south on Conner Street, and turn east on Putnam to finish at Tulsa Street. No street closures are requested.

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

RECOMMENDATION: That Council approve the Community Civic Event Application and Agreement from Porterville Breakfast Rotary, subject to the Restrictions and Requirements contained in Application, Agreement, Exhibit A and Exhibit B.

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

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

# 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: 12-9-13 Event date: 5-3-14

Event time: 8:00 a.m.

Name of Event: Porterville Breakfast Rotary Cancer Run

Sponsoring organization: Porterville Breakfast Rotary Phone # 781-6617

Address: 122 E. Morton, Porterville, CA 93257

Authorized representative: Jackie Witzel Phone # 781-4876

Address: 14043 Road 200, Porterville, CA 93257

Event chairperson: Marty Lalanne Phone # 781-6617

Location of event: Granite Hills High School

(Location map must be attached)

Type of event: 5K Run/Walk

Non-profit organization status: 501C

(IRS Determination)

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

Barricades (quantity): \_\_\_\_\_ Street sweeping Yes \_\_\_\_\_ No X

Police protection Yes \_\_\_\_\_ No \_\_\_\_\_ Refuse pickup Yes \_\_\_\_\_ No X

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/](http://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)*

*[Signature]* 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.**

*[Signature]* 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](http://www.tularehhsa.org).

*[Signature]* 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.

*[Signature]* 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.

<i>Porterville Breakfast Rotary</i>	<i>[Signature]</i>	<i>2-13-2014</i>
(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.

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

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

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

## CITY OF PORTERVILLE

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

Name of event: Porterville Breakfast Rotary Cancer Run/Walk 5K

Sponsoring organization: Porterville Breakfast Rotary

Event date: May 3, 2014 Hours: 6am - 11am

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

### Closed

Street Name	From	To	Activity
Putnam Ave			5K Run/WALK
Olive Ave.			
Crestview Ave.			
Morton Ave.			
Conner St.			
Sidewalks	From	To	Activity
Putnam Ave.			5K Run/WALK
Olive Ave.			
Crestview Ave.			
Morton Ave			
Conner St.			
Parking lots and spaces	Location		Activity
Granite Hills High School			participant parking

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE BREAKFAST ROTARY

CANCER RUN

MAY 3, 2014

Finance Director:

*M. Bemis*

Public Works Director:

*B. Rodriguez*

Community Development Director:

*B. Dunlap*

No comments.

Field Services Manager:

*B. Styles*

No comments.

Fire Chief:

*G. Irish*

No comments.

Parks and Leisure Services Director:

*D. Moore*

No comments.

Police Captain:

*D. Haynes*

See Conditions/Requirements for  
Special Event in Exhibit B.

Administrative Services Director:

*P. Hildreth*

See attached Exhibit A, page 2.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Breakfast Rotary  
Event: 5 K Cancer Run  
Event Chairman: Marty Lalanne  
Location: Granite Hills High School  
Date of Event: May 3, 2014  
Time of Event: 6:00 a.m. to 11:00 a.m.

### RISK MANAGEMENT: Conditions of Approval

That the Porterville Breakfast Rotary 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.

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

# PORTERVILLE POLICE DEPARTMENT

## Conditions/Requirements for Special Event

### **Porterville Breakfast Rotary Cancer Run May 3, 2014**

- ▶ Aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ Participants should be directed to stay to the side of the roadway and not disrupt the normal flow of traffic.
- ▶ Event organizers should contact the Police Dept. (Special Events Coordinator) to obtain police support and/or assistance, with the goal of ensuring a safe event. Please contact Sergeant Rick Carrillo at 782-7408 if you have any questions or require further assistance.

Dan Haynes, Captain  
Porterville Police Department





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

This application must be submitted 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:

Marty Lalanne

Phone # 781-6617

1345 N. Lotas Way, Porterville, CA 93257

2. Address where amplification equipment is to be used:

Granite Hills High School

Phone # 359-9815

3. Names and addresses of all persons who will use or operate the amplification equipment:

John Lollis

4. Type of event for which amplification equipment will be used:

5K Run/Walk

5. Dates and hours of operation of amplification equipment:

May 3, 2014 6am-11am

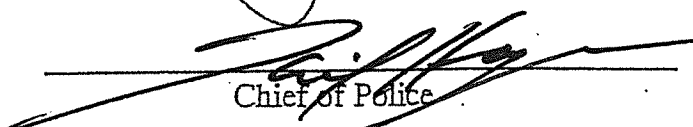
6. A general description of the sound amplifying equipment to be used:

Announcement of run - 8am-11am

I hereby certify that all statements and answers on this registration form are true and correct.

  
Applicant

12-9-2013  
Date

  
Chief of Police

8-12-14  
Date

**Section 18-14 City Ordinance Outside Amplifiers; permit required.**

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or connected any loud-speaker 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, without having first procured a permit from the Chief of Police.

**Section 18-9 City Ordinance, Radios, record players, etc.**

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, juke box, 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 of the occupants of nearby residences.

**California Penal Code Section 415**

Any person who maliciously and willfully disturbs another person by loud and unreasonable noise, is guilty of a misdemeanor.

**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.**

cc: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2014

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

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

<b>PRODUCER</b> LOCKTON COMPANIES, LLC - K CHICAGO 525 W. Monroe, Suite 600 CHICAGO, IL 60661 (312) 669-6900	<b>CONTACT NAME:</b> Lockton Companies, LLC	
	<b>PHONE (A/C, No, Ext):</b> 1-800-921-3172	<b>FAX (A/C, No):</b> 1-312-681-6769
	<b>E-MAIL ADDRESS:</b> Rotary@lockton.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> ACE American Insurance Company	22667
<b>INSURED</b> All Active US Rotary Clubs & Districts Attn: Risk Management Division 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		N	PMI G23861355 005	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		N	PMI G23861355 005	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

**CERTIFICATE HOLDER****CANCELLATION**

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

RE: Rotary Club of Porterville Breakfast,  
Cancer Run on May 3, 2014

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

POLICY NUMBER: PMI G23861355 005  
ENDORSEMENT NUMBER: 8

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**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):**

**Where required by written contract provided that such was executed prior to the date of loss.**

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

RE: Rotary Club of Porterville Breakfast,  
Cancer Run on May 3, 2014

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – AMERICAN  
CANCER SOCIETY – BARK FOR LIFE – MAY 22, 2014

SOURCE: Finance Department

COMMENT: The American Cancer Society is requesting approval to hold a dog show, Bark for Life, at the Centennial Plaza on Saturday, May 22, 2014 from 9:00 a.m. to 12:00 p.m.

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

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

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

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

# CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257

559-782-7451 Fax: 784-4569



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

DO YOU HAVE? Event Flyer? E-mail address? Website?  
Application date: 2/13/14 Event date: 3/22/14  
Event time: 9-12p

Name of Event: American Cancer Society  
Park For Life

Sponsoring organization: American Cancer Society Phone # 209-810-2490  
Address: 2222 W. Shaw Ave. Fresno CA 93711

Authorized representative: Jessica Chamberlain Phone #  
Address:

Event chairperson: Rhonda Szelas Phone # 559-1587  
1715 Bel Aire Ave Porterville CA 93257

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

Type of event: Dog Show for cancer awareness

Non-profit status determination: BL #182

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

Barricades (quantity): 10-12 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.

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

City Code requirements:

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

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

RS 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.**

RS Authorized Representative Initials

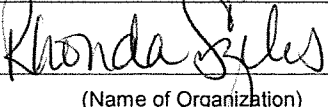
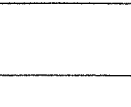
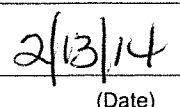
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health 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](http://www.tularehhsa.org).

RS 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.

RS Authorized Representative Initials

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

			
(Name of Organization)		(Signature)	(Date)

# CITY OF PORTERVILLE

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

Name of event: Bark For Life  
 Sponsoring organization: American Cancer Society  
 Location: Centennial Park Event date: 3/22/14 Event time: 9-12pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations. This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE** week prior to the event.

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
	Will supply list 1 week before event.		

**Municipal Code 15-1: ITINERANT VENDOR OR ITINERANT MERCHANT:** All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer.

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

Event date: 3/22/14 Hours: 9am-12pm

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

### AMERICAN CANCER SOCIETY BARK FOR LIFE

MAY 22, 2014

Finance Director:  
*M. Bemis*

Public Works Director: No comments.  
*B. Rodriguez*

Community Development Manager: No comments.  
*J. Phillips*

Field Services Manager: Barricades may be obtained and returned  
*B. Styles* at 555 N. Prospect St.

Fire Chief:  
*G. Irish*

Parks and Leisure Services Director: Vehicles to remain off the grass. Dog  
*D. Moore* owners are asked to clean up after their dog.

Police Captain: Please see Exhibit B.  
*D. Haynes*

Administrative Services Director: Please see Exhibit A, page 2. Certificate  
*P. Hildreth* and endorsement shall name both City of Porterville and the Successor Agency to the Redevelopment Agency as additional insureds.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: American Cancer Society  
Event: Bark for Life  
Event Chairman: Rhonda Szeles  
Location: Centennial Plaza  
Date of Event: May 22, 2014  
Time of Event: 9:00 a.m. to 12:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

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

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

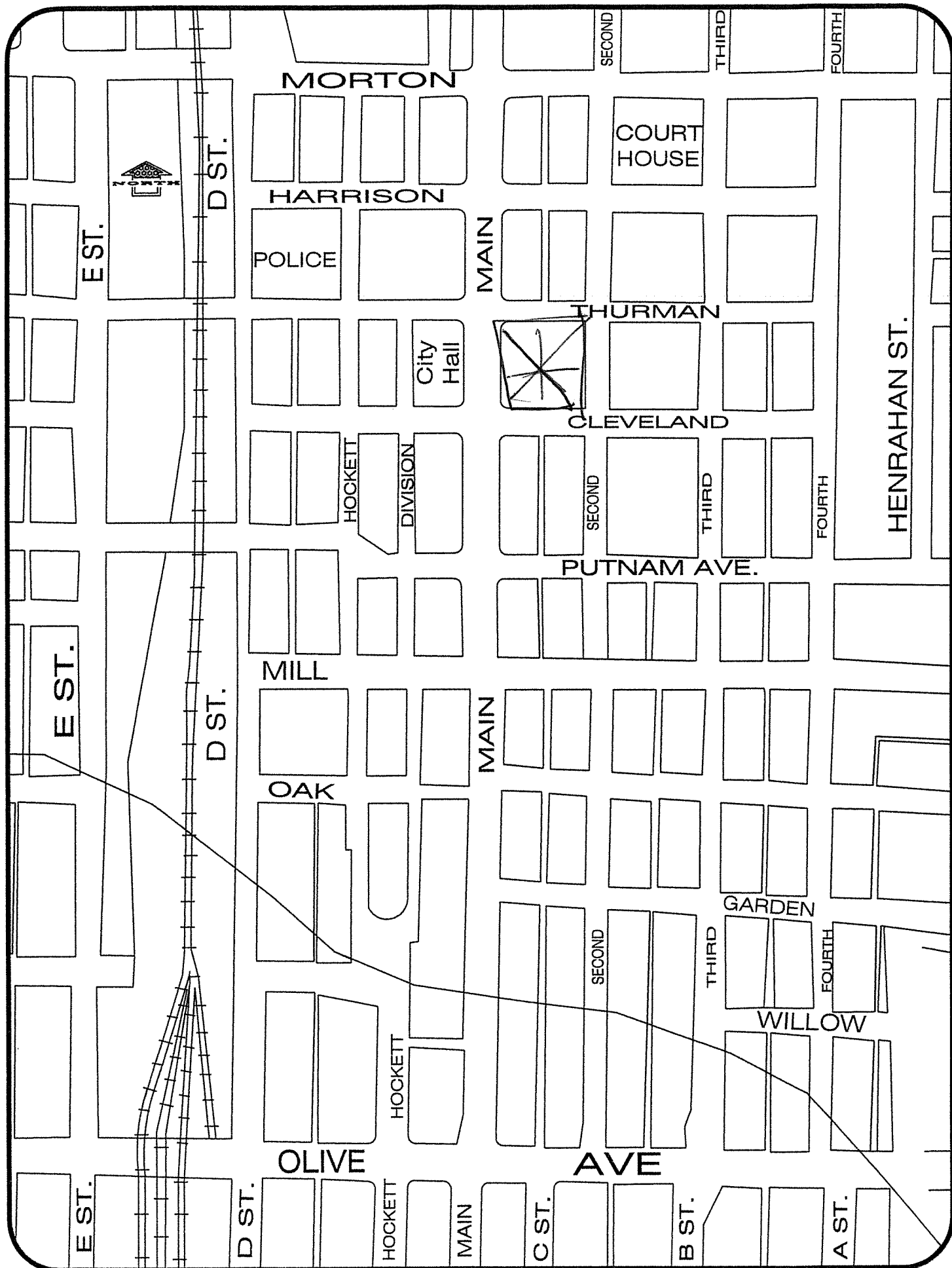
**CITY OF PORTERVILLE**  
**Community Civic Event Application**

**Bark for Life/American Cancer Society**  
**March 22, 2014/ Centennial Park**

Proposed Conditions/Requirements of Police Department

- Ensure that participants do not interfere with the normal flow of pedestrian/vehicle traffic in the area of the event.
- An "Outside Amplifier Permit" has been requested and granted. However, event organizers shall not allow sound amplification so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- Sound amplified shall not continue after 10:00 p.m.
- All animals must be in compliance with City Ordinances at all times, which includes no animals running at large and animals must be properly licensed.

Dan Haynes, Captain  
Police Department- Services Division



E ST.

D ST.

MORTON

HARRISON

POLICE

City Hall

MAIN

COURT HOUSE

THURMAN

CLEVELAND

SECOND

THIRD

FOURTH

HENRAHAN ST.

PUTNAM AVE.

E ST.

D ST.

MILL

OAK

MAIN

OLIVE

AVE

GARDEN

WILLOW

E ST.

D ST.

HOCKETT

MAIN

C ST.

B ST.

A ST.

SECOND

THIRD

FOURTH

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: Rhonda Seles  
1715 Bel Air Ave Porterville CA 93257
- 2 Address where amplification equipment is to be used: Centennial Plaza
- 3 Names and addresses of all persons who will use or operate the amplification equipment: same as above
- 4 Type of event for which amplification equipment will be used: Dog show for  
Cancer awareness
- 5 Dates and hours of operation of amplification equipment: 9am-12pm
- 6 A general description of the sound amplifying equipment to be used: portable amplifier w/microphone

Section 18-9

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

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

Section 18-14

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

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

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

Rhonda Seles  
Signature of Applicant

2/13/14  
Date

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

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

2-13-14  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/21/2014

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

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

<b>PRODUCER</b> Commercial Lines -- (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	<b>CONTACT NAME:</b> Alexander Mortimer <b>PHONE (A/C, No, Ext):</b> 404-923-3732 <b>FAX (A/C, No):</b> 877-362-9069 <b>E-MAIL ADDRESS:</b> alexander.mortimer@wellsfargo.com																					
<b>INSURED</b> American Cancer Society, Inc. 250 Williams Street Atlanta, GA 30303	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td style="width: 40%;">Federal Insurance Company</td> <td style="width: 10%; text-align: center;">20281</td> </tr> <tr> <td>INSURER B:</td> <td>Pacific Indemnity Company</td> <td style="text-align: center;">20346</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company	20281	INSURER B:	Pacific Indemnity Company	20346	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES**      **CERTIFICATE NUMBER:** 7306992      **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35943463	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73563471 73563476-Puerto Rico 73563477-Hawaii	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71741355	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Relay For Life of Porterville - Bark For Life March 22, 2014  
 Centennial Plaza 296 N Main Street Porterville CA 93257

City of Porterville and Porterville Redevelopment Agency are included as an additional insured in accordance with the terms and conditions of the general liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Porterville Attn: Anita Gustuson 291 N Main St Porterville CA 93257	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>James Smith</i></p>
--	--

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

SOURCE: Administration

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

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

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

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

ATTACHMENT: Resolution No. 85-2013

 Dir       App/Fund       CM

Item No. 14

RESOLUTION NO. 85-2013

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

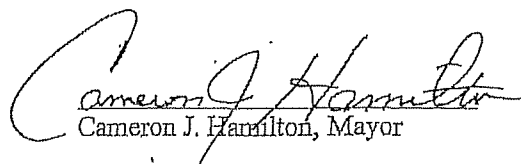
WHEREAS, the Porterville Hotel, 14 North Main Street, sustained major damage in a fire that occurred in the early morning hours of December 26, 2013; and

WHEREAS, the remaining structure poses a serious threat to the health, safety and welfare of the public due to the remaining damaged structure's proximity to public right-of-way at a major City intersection and as such requires immediate demolition to remove that threat; and

WHEREAS, the City Council has found that the aforementioned conditions of extreme peril warrant and necessitate the proclamation of a local emergency so as to take immediate actions to remove said threat.

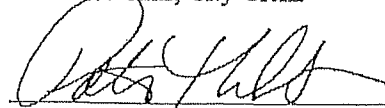
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby declare the existence of a local emergency as a result of a significant fire that occurred at the Porterville Hotel, 14 North Main Street, during the early morning hours of December 26, 2013, and that the remaining damaged structure poses a serious threat to the health, safety and welfare of the public and as such requires immediate safety mitigation of the structure, which includes demolition of the remaining standing structure, potential removal of asbestos, and fencing of site to secure the property.

PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of December, 2013.

  
Cameron J. Hamilton, Mayor

ATTEST:

John D. Lellis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

SOURCE: Administration

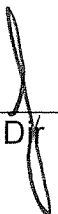
COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8630 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination whether to continue or terminate the local emergency declaration.

Since its last review on February 18, 2014, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of \$361,750 in damage repair projects were defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, which after final FEMA administrative review, a total of approximately \$270,000 was approved. Although all repair projects were originally to be completed by no later than July 2012, the City received a one (1)-year extension to July 2013.

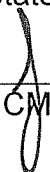
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue (at Hawaii Street). At its meeting on December 18, 2012, the Council accepted the completion of these identified CEMA repairs, including \$90,295.53 in final construction costs.

At its meeting on March 5, 2013, the Council awarded a contract in the amount of \$29,997.25, also to Greg Bartlett Construction (Porterville), for CEMA repairs of West Street and related storm drain improvements between Scranton and Tea Pot Dome Avenues. At its meeting on May 7, 2013, the Council accepted the completion of these identified CEMA repairs, including \$19,392.25 in final construction costs.

At its meeting on April 2, 2013, the Council awarded a contract in the amount of \$138,350 to Intermountain Slurry Seal, Inc. (Reno, Nevada), for the CEMA repair of Henderson Avenue between Patsy and Balmoral Streets. At its meeting on August 6, 2013, the Council accepted the completion of the identified CEMA repairs, which staff continues to work with the State to finalize repair reimbursements.

  
Dir

  
App/Fund

  
CM

Item No. 15

RECOMMENDATION:

That the Council:

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

ATTACHMENT: None

CITY COUNCIL AGENDA: MARCH 4, 2014

CONTINUED PUBLIC HEARING

SUBJECT: MODIFICATION TO CARGO/SHIPPING CONTAINERS POLICY AND ADOPTION OF FEES FOR USE OF CARGO/SHIPPING CONTAINERS AS TEMPORARY STRUCTURES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

BACKGROUND: At the meeting of January 21, 2014, the Council held a public hearing to consider fees for two separate items: photometric plan review services and use of cargo/shipping containers as temporary structures. The Council approved the fee for photometric plan review services as recommended at that meeting. However, in light of questions brought forward by members of the business community, the fees for use of cargo/shipping containers as temporary structures were not decided at that time. The public hearing was continued to the meeting of March 4, 2014, and staff was directed to provide additional information regarding the policy that allows the use, adopted by the Council as Resolution 82-2013. At the meeting of February 4, 2014, staff presented information and examples of the implementation of the policy, and the Council provided direction to adjust the policy to simplify the process for long term use of up to three cargo/shipping containers as temporary structures.

COMMENT: Pursuant to the adopted policy, Resolution 82-2013, review and approval of cargo/shipping containers, in specific applications, is allowed as follows:

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

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

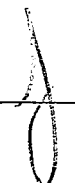
DD



APPROPRIATED/FUNDED



CM



ITEM NO.

16

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

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

Per Council's direction from the meeting of February 4, 2014, an amended resolution is presented with this report that provides a third tier of review for temporary structures. This third tier would allow the Zoning Administrator to review and approve the long term use of up to three cargo/shipping containers, subject to the same standards and criteria that are defined for the long term use of containers in general. This has the mutual benefit of simplifying the process for the majority of users of these temporary structures, and reducing the volume of applications that the Council must consider.

Relative to the associated fees, the recommended structure is based on staff time necessary to initiate review of temporary structures and then monitor on-going compliance in these specific cases. Short term applications are evaluated by staff and considered by the Zoning Administrator for approval. The recommended short term application fee is \$296, which represents \$138 (the existing fee for Zoning Administrator permits) plus \$158 (the hourly standard rate for staff time at \$79 per hour multiplied by two). This number anticipates a level of effort consistent with other Zoning Administrator permits with added coordination between the planning, building, engineering and fire divisions/department as well as two site monitoring visits during the permit period for the short term temporary structures, up to 100 days.

The recommended long term application fee for up to three containers is similar to the short term fee in that the Zoning Administrator permit is the foundation of that fee. However, rather than a flat fee, this application is calculated by adding the \$217 Zoning Administrator permit fee that includes \$79 for an initial site visit, to a \$79 per additional visit monitoring fee that would be applied based on the term of the use in order to accommodate annual site monitoring by staff. With the application, the timeframe must be identified, and the fee would be paid up front for the requested term.

The recommended long term application fee for more than three containers is based on the current \$454 fee applicable for all temporary structures. In addition to the \$454 fee, a \$79 per visit monitoring fee would be applied based on the term of the use in order to accommodate bi-annual site monitoring by staff. The number of months for a long term temporary structure would be defined as a part of the Council's resolution of approval, thereby confirming the fee as \$454 plus \$79 for each six month period or portion thereof requested.

For both types of long term use, the fee for long term applications would be sliding, dependent upon how many months or years are requested; the fee would be calculated and assessed at the time an application is submitted. If the Council determines that an annual inspection is satisfactory for the long term use of more than three containers as well, instead of the bi-annual inspection currently proposed, then the number of inspections charged to the applicant would be reduced.

In the event that the temporary structure remains in place for a period of time longer than permitted without application by the user for additional time, Planning Division Staff would attempt to work with the applicant to gain voluntary compliance. In the event voluntary compliance is not achieved, the matter would be referred to the Code Enforcement Division, and penalties in the form of administrative citations, could be enforced in a manner consistent with Chapter 2, Article XIV of the City of Porterville Municipal Code and the user would be deemed guilty of an infraction or misdemeanor. A conviction for a misdemeanor may be punishable by a fine of not more than \$1,000, by imprisonment in the county jail not exceeding 180 days, or by both. A conviction for an infraction may result in a fine ranging from \$100 to \$1,000, depending on the number and frequency of violations. Typically, the penalty process is initiated with a Notice of Violation which establishes a timeframe by which the party must return to compliance. If voluntary compliance is not achieved, citations are issued on a repetitive basis in order to accomplish compliance.

ENVIRONMENTAL REVIEW:      The adoption of the proposed fees does not meet the definition of "Project" pursuant to §21065 of the California Environmental Quality Act (California Public Resources Code).

RECOMMENDATION:

That the City Council:

1. Adopt the Resolution amending the policy related to use of cargo/shipping containers as temporary structures; and
2. Resume the continued public hearing and adopt the Resolution establishing fees for use of cargo/shipping containers as temporary structures.

ATTACHMENTS:

1. Draft Resolution amending the policy related to use cargo/shipping containers as temporary structures
2. Draft Resolution establishing fees for use of cargo/shipping containers as temporary structures
3. Staff Report of January 21, 2014
4. Staff Report of February 4, 2014

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of March, 2014.

By: \_\_\_\_\_  
Cameron J. Hamilton, Mayor

ATTEST:  
John D. Lollis, City Clerk

By: \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF PORTERVILLE ESTABLISHING FEES FOR USE OF  
CARGO/SHIPPING CONTAINERS AS TEMPORARY STRUCTURES

WHEREAS, On December 3, 2013, the City Council of the City of Porterville considered modifications to Resolution 29-2005 as it relates to cargo/shipping containers for non-residential uses; and

WHEREAS, during that meeting, the City Council adopted an amended resolution creating a provision for the use of cargo/shipping containers in two manners: as Temporary Non-Standard Development: Short Term, and as Temporary Non-Standard Development: Long Term; and

WHEREAS, the fee had not yet been determined or defined at the time of that meeting, and the City Council directed staff to return with recommended fees. Staff has since researched similar fees in other jurisdictions; and

WHEREAS, on January 21, 2014, a public hearing was held to consider adoption of a fee related to said provisions. Input received resulted in a continuance of the hearing to the meeting of March 4, 2014, and additional clarification regarding implementation of the policy was brought to the Council at the meeting of February 4, 2014; and

WHEREAS, the proposed fee structure is based on staff time necessary to initiate review of temporary structures and then monitor on-going compliance in these specific cases. The recommended fee for use of cargo containers as temporary non-standard development is as follows: Short Term = \$296, Long Term (up to three containers) = \$217 + \$79/year or portion thereof, Long Term (more than three containers) = \$454 + \$79/six month period or portion thereof.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Porterville that the fees for use of cargo containers as temporary non-standard development as permitted in accordance with Resolution 82-2013 is adopted as Short Term = \$296, Long Term (up to three containers) = \$217 + \$79/year or portion thereof, Long Term (more than three containers) = \$454 + \$79/six month period or portion thereof.

PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

**ATTACHMENT**  
**ITEM NO. 2**

CITY COUNCIL AGENDA: JANUARY 21, 2014

PUBLIC HEARING

SUBJECT: ADOPTION OF FEES FOR PHOTOMETRIC PLANS AND TEMPORARY STRUCTURES

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

BACKGROUND: At the City Council meeting of November 19, 2013, staff identified the need to follow up with an item for City Council's consideration regarding the review of photometric (i.e. site lighting) plans. At the meeting of December 3, 2013, the Council directed staff to schedule a public hearing to consider adoption of a fee for photometric plan review services as an optional service to applicants. At that same meeting, the Council adopted Resolution 82-2013, amending Resolution 29-2005 as it pertains to use of cargo/shipping containers as a temporary structure. With the adoption of Resolution 82-2013, staff was tasked with developing fees specific to the short term and long term temporary use of cargo/shipping containers. These two fees are unrelated in topic, but due to the concurrent timing and procedural requirements, they have been brought together for consideration in a single public hearing. The fees are presented with separate resolutions for individual adoption if so desired by the City Council.

COMMENT: Photometric Plan Fee-

Photometry is the science of the measurement of light, in terms of its perceived brightness to the human eye. The 2030 Porterville General Plan identified implementation policy LU-I-25 "Establish buffering requirements and performance standards intended to minimize harmful effects of excessive noise, light, glare, and other adverse environmental impacts." Section 300.07 Lighting and Illumination of the Porterville Development Ordinance provides standards for the use of outdoor artificial light that may have a detrimental effect on the environment. As building permits have been submitted, staff has requested photometric plans to identify the location of light sources and the resulting distribution of light.

A few members of the Porterville Development Ordinance Committee (Committee) identified issues with providing photometric plans on small scale projects. Staff has researched and tested software programs, and has estimated that the time required to provide this service is approximately two to three hours, dependent upon the size of the project. Staff would limit the size of qualified projects to two (2) acres. Projects larger than that have increased potential for complexities beyond the capacity of the proposed software. The software would cost the City approximately \$100 annually, which would be absorbed into the departmental operating budget. Staff is proposing that, at the applicant's request, the City may provide the task of generating these photometric plans, for a fee based on staff time required.

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CM 

ITEM NO. 14

**ATTACHMENT  
ITEM NO. 3**

In 2006, the Council adopted an hourly rate for staff time of \$79 per hour for "General Research in excess of 30 minutes". Using that rate, and estimating two to three hours for the average project, an appropriate fee for preparation of a photometric plan would be \$158. This fee amount was also discussed with the Committee and was concurred with by the Committee.

#### **Use of Cargo/Shipping Containers as Temporary Non-Standard Development Fees-**

At the meeting of December 3, 2013, the City Council adopted an amended resolution creating a provision for the use of cargo/shipping containers in two manners: as Temporary Non-Standard Development: Short Term, and as Temporary Non-Standard Development: Long Term. Such review and approval of cargo/shipping containers, in specific applications, is allowed as follows:

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

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

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

- The number of containers allowed would be determined by Council.
- The time period requested shall be specified by the applicant. Final expiration of the permit shall be coterminous with the permit expiration date approved by Council. Extensions will not be permitted. However, the applicant may apply for another long term, discretionary, permit. Failure to obtain the renewed permit could result in Code Enforcement action and associated fines.

- The placement of the cargo/shipping container shall be such that it does not interfere with the permanent site improvements, including, but not limited to, parking, loading areas, on-site circulation, and accessibility.
- The placement of the cargo/shipping container shall not encroach into required setbacks, and must not be visible from off site or public streets.
- Use of a cargo/shipping container may be granted subject to payment of an adopted fee for a Discretionary Temporary Structure Permit application with a monthly fee applicable upon approval and commencing at 100 days of use. The fee would apply for any month or portion thereof the container continues to be stored on site.
- Council may require additional conditions intended to ensure the use does not create blight.

The recommended fee structure is based on staff time necessary to initiate review of temporary structures and then monitor on-going compliance in these specific cases. Short term applications would be reviewed by the Zoning Administrator. Along that line, the short term application fee recommended is \$296, which represents \$138 (the existing fee for Zoning Administrator permits) plus \$158 (the hourly standard rate for staff time [\$79] multiplied by two). This number anticipates a level of effort consistent with other Zoning Administrator permits and two site monitoring efforts during the permit period for the short term temporary structures, up to 100 days.

The long term application fee recommended is based on the current \$454 fee applicable for all temporary structures. However, in addition to the \$454 fee, a \$79 monthly fee would be applied in order to accommodate monthly site monitoring by staff. The fee for long term applications would be sliding, dependent on how many months are requested; the fee would be calculated and assessed at the time an application is submitted. The number of months for a long term temporary structure would be defined as a part of the Council's resolution of approval, thereby confirming the fee.

In the event that the temporary structure remains in place for a period of time longer than permitted without application by the user for additional time, Planning Division Staff would attempt to work with the applicant to gain voluntary compliance. In the event voluntary compliance is not achieved, the matter would be referred to the Code Enforcement Division, and penalties in the form of administrative citations could be enforced in a manner consistent with Chapter 2, Article XIV of the City of Porterville Municipal Code and the user would be deemed guilty of an infraction or misdemeanor. A conviction for a misdemeanor may be punishable by a fine of not more than \$1,000, by imprisonment in the county jail not exceeding 180 days, or by both. A conviction for an infraction may result in a fine ranging from \$100 to \$1,000, depending on the number and frequency of violations. Typically, the penalty process is initiated with a Notice of Violation which establishes a timeframe by which the party must return to compliance. If voluntary compliance is not achieved, citations are issued on a repetitive basis in order to accomplish compliance.

ENVIRONMENTAL REVIEW: The adoption of the proposed fees does not meet the definition of "Project" pursuant to §21065 of the California Environmental Quality Act (California Public Resources Code).

RECOMMENDATION: That the City Council:

1. Adopt the Resolution establishing a fee for the optional service of preparing photometric plans; and
2. Adopt the Resolution establishing fees for use of cargo containers as temporary structures.

ATTACHMENTS:

1. Draft Resolution establishing a fee for the optional service of preparing photometric plans
2. Draft Resolution establishing fees for use of cargo containers as temporary structures

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF PORTERVILLE ADOPTING A FEE FOR STAFF TO PROVIDE THE  
OPTIONAL SERVICE OF PREPARING PHOTOMETRIC PLANS

WHEREAS, on November 19, 2013, the City Council of the City of Porterville adopted Ordinance 1801, a comprehensive amendment to the Development Ordinance. At that time, staff identified the need to follow up with an item for City Council's consideration regarding the review of photometric (i.e. site lighting) plans; and

WHEREAS, Section 300.07 of the Porterville Development Ordinance sets forth requirements related to lighting and illumination with the purpose of minimizing outdoor artificial light; and

WHEREAS, the method by which compliance with the development standards can be confirmed is the preparation of a photometric plan. Such plans are often prepared free of charge by the contractor providing the lighting units, but not always for smaller projects. In those cases where the project is smaller, or where multiple vendors may be used to provide lights for a proposed project, an electrical engineer would be contracted to prepare a photometric plan, often at high cost; and

WHEREAS, staff has researched and found a software that could be used to prepare photometric plans if certain project specific information is made available by the applicant. The software cost is de minimis and is therefore not calculated into the fee, and estimated staff time for an average project less than two acres in size is approximately two hours; and

WHEREAS, on January 21, 2014, the City Council reviewed the Photometric Plan fee and determined that a fee of \$158 is justifiable given the amount of technical effort put forth to provide the service.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Porterville that the fee for optional staff preparation of a site photometric plan as required by Section 300.07 of the Porterville Development Ordinance is adopted as \$158 per photometric plan.

PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of January, 2014.

\_\_\_\_\_  
Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

**ATTACHMENT  
ITEM NO. 1**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF PORTERVILLE ESTABLISHING FEES FOR USE OF CARGO  
CONTAINERS AS TEMPORARY STRUCTURES

WHEREAS, On December 3, 2013, the City Council of the City of Porterville considered modifications to Resolution 29-2005 as it relates to cargo/shipping containers for non-residential uses; and

WHEREAS, during that meeting, the City Council adopted an amended resolution creating a provision for the use of cargo/shipping containers in two manners: as Temporary Non-Standard Development; Short Term, and as Temporary Non-Standard Development; Long Term; and

WHEREAS, the fee had not yet been determined or defined at the time of that meeting, and the City Council directed staff to return with recommended fees. Staff has since researched similar fees in other jurisdictions; and

WHEREAS, the proposed fee structure is based on staff time necessary to initiate review of temporary structures and then monitor on-going compliance in these specific cases. The recommended fee for use of cargo containers as temporary non-standard development is as follows: Short Term = \$296, Long Term = \$454 + \$79/month.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Porterville that the fees for use of cargo containers as temporary non-standard development as permitted in accordance with Resolution 82-2013 is adopted as Short Term= \$296, Long Term = \$454 + \$79/month.

PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of January, 2014.

\_\_\_\_\_  
Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

**ATTACHMENT**  
**ITEM NO. 2**

COUNCIL AGENDA: FEBRUARY 4, 2014

SCHEDULED MATTER

SUBJECT: AMENDMENT TO CITY POLICY RELATED TO USE OF CARGO/SHIPPING CONTAINERS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: At the City Council meeting of December 3, 2013, the Council approved Resolution 82-2013, which amended Resolution 29-2005 to allow use of cargo/shipping containers as temporary structures in both long-term and short-term situations. At the City Council meeting of January 21, 2014, a public hearing was held to consider adoption of fees for use of cargo/shipping containers as temporary structures. At that meeting, concerns were raised by members of the public who use cargo/shipping containers for their businesses. Concerned parties asserted that to charge a monthly fee would in short order cost more than constructing a permanent structure. Business owners stated that the cargo/shipping containers had been in place for many years, or that characteristics specific to their business location made permanent construction infeasible. Council continued the public hearing to the meeting of March 4, 2014, and asked staff to return with an analysis of the impacts of the resolution on businesses in similar situations.

ANALYSIS: Resolution 82-2013 (Attachment 1) confirms that cargo/shipping containers are not considered permanent commercial buildings, and provides a mechanism for their use, subject to either approval by the City Council or the Zoning Administrator, dependent upon the number of containers and the requested term of use. This report focuses on the long-term use of cargo/shipping containers and their approval by City Council, as the situations discussed at the Council meeting of January 21, 2014 would be subject to those criteria.

**Previously existing cargo/shipping containers:** Containers that have been used continuously since before adoption of the original resolution regulating the use of cargo/shipping containers (March 1, 2005) would be "grandfathered", and not held to the criteria defined in Resolution 82-2013. In such situations, as long as the permanent site improvements are not impacted in such a way that the placement would have violated the Zoning Ordinance requirements at the time, the cargo/shipping container could remain until such time as significant modifications to the site are proposed which would trigger other site improvements.

**Long-term use of cargo/shipping containers:** Resolution 82-2013 does accommodate the long-term use of cargo/shipping containers at the discretion of the City Council. The number of containers and time period are not limited by the resolution allowing the Council to define terms appropriate for the proposed use in light of the site characteristics. Conditions are required to ensure that placement of the cargo/shipping containers do not interfere with permanent site improvements or

DD B Appropriated/Funded N/A CM J

Item No. 13

**ATTACHMENT  
ITEM NO. 4**

required setbacks, and that they not be visible from the public right of way or adjacent uses.

Two examples of the current use of cargo/shipping containers are described herein to illustrate the existing language of Resolution 82-2013. The first example is a commercial use that has two cargo/shipping containers located on site. The placement of the containers is such that it is consistent with the standards of the Development Ordinance in all other ways. Specifically, the containers do not block required parking spaces, they meet the setback requirements, and they are screened from public view behind a landscaped fence. Conversely, a second example is a different commercial use which uses one cargo/shipping container. The container is placed such that six parking spaces are blocked and are not usable by the business patrons; the container is in full view of the public right of way; and it blocks visibility for drivers in the parking lot, impeding on-site circulation.

**CONCLUSION:** While the second example has fewer cargo/shipping containers, the location of the container results in multiple conflicts with the standards of the Development Ordinance. In addition, it has been in place longer than 100 days. The first example could be allowed in the long term through authorization by the City Council, while the second example could not be allowed. The Council is considering appropriate fees for each of the scenarios and could adopt fees according to the type and term of the proposed cargo/shipping containers.

**RECOMMENDATION:** That the City Council consider the examples and demonstrations of the use of cargo/shipping containers in accordance with standards contained in Resolution 82-2013.

**ATTACHMENTS:**

1. Resolution 82-2013
2. Photo of Example #1
3. Photo of Example #2

RESOLUTION NO. 82 -2013

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

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

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

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

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

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

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

- 1) **Permanent Commercial Buildings:** In order to be considered a "permanent" commercial building, subject to complying with the Development Ordinance and applicable building and fire codes, and securing a building permit, a structure must be affixed to the ground through a foundation, foundation system or other similar means, except as described below. By this standard, cargo/shipping containers, catering trucks, and trailers would not be considered "permanent" commercial buildings. Modular buildings, sheds, pre-fabricated buildings, etc., may be

**ATTACHMENT  
ITEM NO. 1**

considered to be permanent buildings provided they are affixed to foundations. Full development standards as required by City Code would apply in such cases.

- 2) **Permanent Commercial Buildings – Exception for Food Vending Booths:** Food vending booths, food or coffee kiosks, “hot-dog” stands etc. without a foundation may be considered to be “permanent” provided the following conditions are met:

- a) The type and location of the use is permitted by the Zoning Ordinance.
- b) The type, location, and intensity of the use are included in all calculations of site improvement requirements, including parking calculations, etc.
- c) The development is clearly accessory to the primary use of the site, and its hours of operation are limited to those of the primary use.
- d) The development fully complies with adopted building codes, including fire protection and the requirements of State and Local Public Health authorities.

- 3) **Permanent Commercial Buildings – Exception for Approved Temporary Buildings:** Modular and similar buildings, whether on permanent foundations or not, may be approved by the City Council as temporary buildings. Site development standards for such cases shall be determined as described below.

- 4) **Non-Standard Development as Accessory Use:** Except for on-farm produce stands and cargo/shipping containers as specifically addressed herein, non-standard development will only be approved as an accessory to standard, permanent development on the same site, or on an adjacent related site. This will help to ensure that minimum site improvements are provided for commercial uses.

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

- The number of containers is limited to one per business or parcel, whichever results in fewer containers per site.
- The cargo/shipping container shall not remain on site for longer than 100 days.
- The placement of the cargo/shipping container shall be such that it does not interfere with the permanent site improvements, including but not limited to, parking, loading areas, on-site circulation, and accessibility.
- The placement of the cargo/shipping container shall not encroach into required setbacks, and must not be visible from off site or public streets. .

- Use of a cargo/shipping container may be granted subject to payment of an adopted fee for a Ministerial Temporary Structure Permit. Use of cargo/shipping containers in manners not consistent with this section, may only be authorized by the City Council.

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

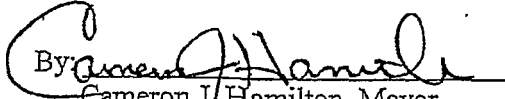
- The number of containers allowed would be determined by Council.
- The time period requested shall be specified by the applicant. Final expiration of the permit shall be coterminous with the permit expiration date approved by Council. Extensions will not be permitted. However, the applicant may apply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

7) **Time Limits Required for Non-Standard Development:** Non-standard development may be approved by the City Council as either a "Temporary Building" or a "Street Vendor" as appropriate. In all such cases, approval will be for a limited period of time. The approval period will not typically exceed the reasonable period of time necessary to secure a permanent replacement. In some cases, a reasonable period of time may be granted to allow for market testing, "proof-of-concept", etc. Site improvement standards for such development shall be determined by the City Council on a case-by-case basis using guidelines as established below.

8) **Development Standards – Non-Standard Development:** All non-standard development requires approval by the City Council with appropriate Conditions of Approval. Such development may require site improvements that differ from those required for permanent development. Staff reports for such proposals should identify both the proposed site improvements and the improvements that would be required for similar, permanent development.

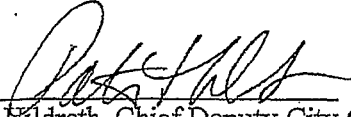
- 9) **Temporary Building Permits – Effect on Standards for Existing Conforming Development:** Temporary buildings may be approved only with clear time limits, and with a finding by City Council that the development is to accommodate a time of business stress or emergency or a construction project. For this reason, the City Council may authorize such uses in circumstances that would cause an existing, conforming development to become non-conforming for the duration of the use. For example, a temporary modular building could be authorized to occupy required parking spaces in a commercial development. It is the intent of City Council to weigh such modifications against both the need and duration of the temporary building. Except in extraordinary cases, the City Council would not expect to authorize a permit that creates a non-conforming circumstance for a period longer than 90 days.
- 10) **Conditional Use Permits for “Street Vending” – Effect on Standards for Existing Conforming Development -** Conditional Use Permits for “Street Vending” for periods longer than five days do not require a finding of business stress or emergency. For that reason, such uses will not be permitted to cause an existing conforming development to become non-conforming.
- 11) **Standards of Review – Non-standard Development:** It is the intent of City Council to consider the impact that proposed Temporary Building Permits and Conditional Use Permits for longer term street vending will have on other similar businesses. Such uses are intended to offer flexibility under unusual circumstances and will not be encouraged as a means to compete with businesses in permanent buildings by avoiding development standards that would otherwise apply.
- 12) **Compliance with Zoning Ordinance and City Code – Non-Standard Development:** None of the above shall be construed to permit non-standard development to violate the Zoning Ordinance or other provisions of City Code. No use may be authorized by a Temporary Building Permit or as a Conditional Use Permit for street vending that is not permitted by the underlying Zoning Classification. Such restriction includes limitations on outdoor sales where applicable.

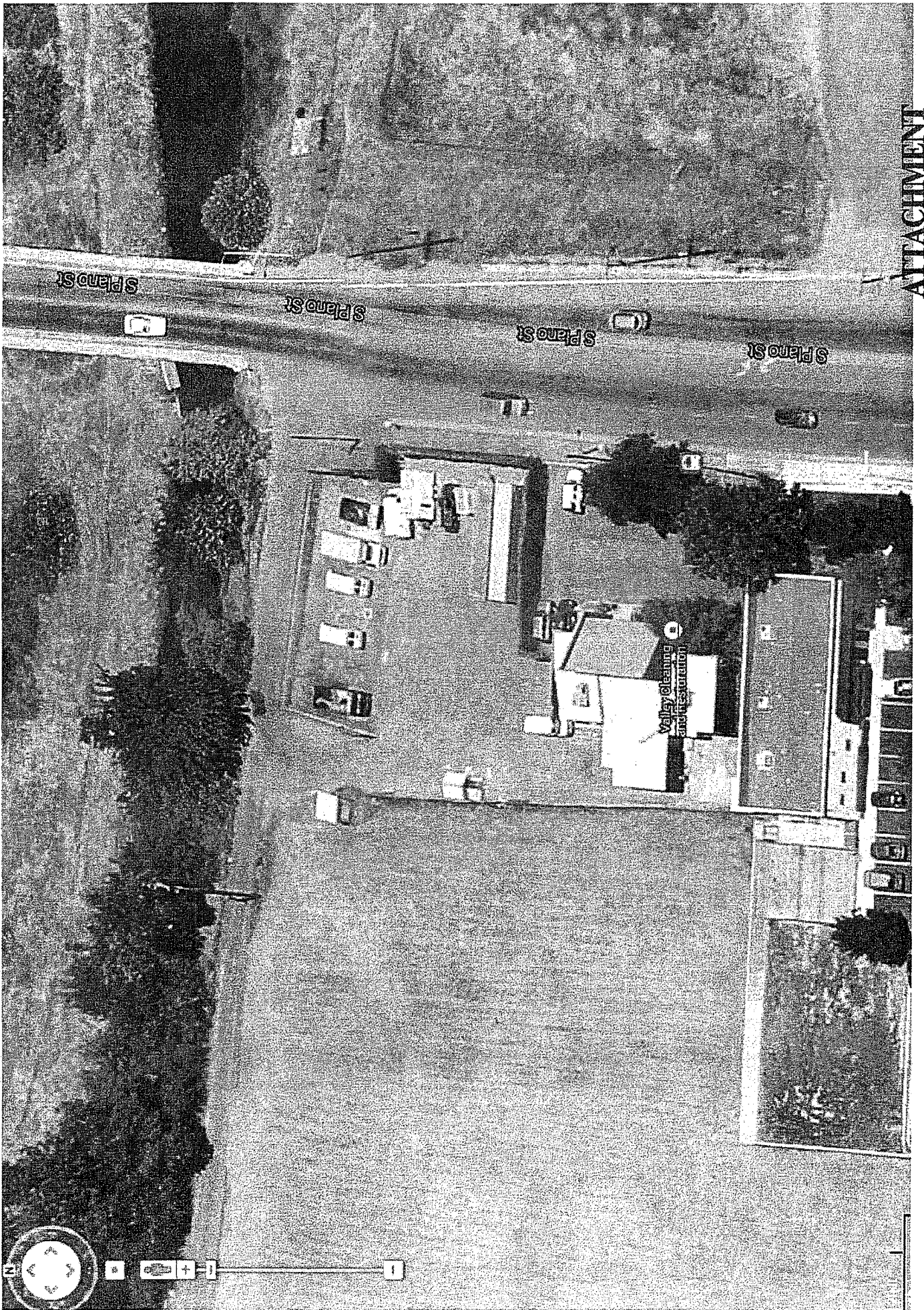
PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of December, 2013.

By:   
Cameron J. Hamilton, Mayor

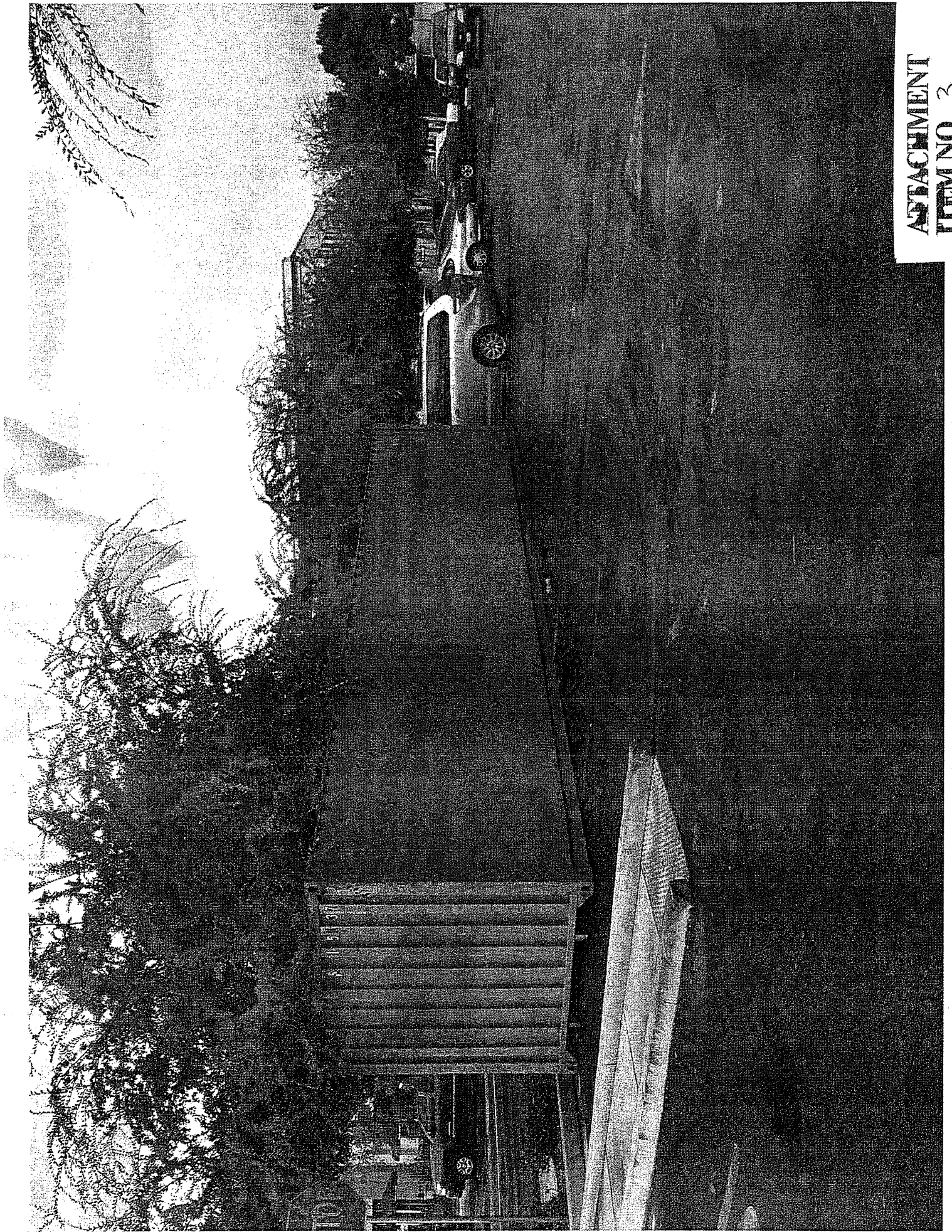
ATTEST:

John D. Lollis, City Clerk

By:   
Patrice Hildreth, Chief Deputy City Clerk



ATTACHMENT  
ITEM NO. 2



ATTACHMENT  
ITEM NO. 3

CITY COUNCIL AGENDA: MARCH 4, 2014

SCHEDULED MATTER

SUBJECT: AUTHORIZATION TO MODIFY DEVELOPMENT FEE PAYMENT PLAN AGREEMENT – HENDERSON VILLAGE APARTMENTS – PACIFIC RIM MIXED USE PROJECT (2012-002)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On June 5, 2001, City Council approved Resolution 84-2001, approving the Development Fee Payment Plan program (Payment Plan) to encourage development within city limits and encourage an entrepreneurial climate. On October 16, 2001, City Council approved Resolution 125-2001, extending the Payment Plan from a five-year payment plan to a ten-year payment plan. On April 17, 2012, City Council approved Resolution 37-2012, allowing multi-unit housing developments for low- and moderate-income families to be eligible for the Plan.

City Council approved the Pacific Rim Mixed Use Project that is located generally west of the southwest corner of Henderson Avenue and Newcomb Street on March 5, 2013. With the approval of the project, City Council approved the use of the Development Fee Payment Plan on the project as a whole. On February 10, 2014, City Council approved subordinating the Payment Plan to the lender for the Henderson Village Apartments.

The City Attorney has created the Development Fee Payment Plan agreement, Development Fee Payment Plan Deed of Trust, and Subordination Agreement for the Henderson Village Apartments. The City Attorney, at the direction of City Council, included a penalty clause in the Payment Plan, resulting in the interest rate escalating to seven (7) percent on the principal amount for any payments that are delinquent in excess of ninety days (90), as well as a penalty for default triggering an increase to ten (10) percent interest on the outstanding fees and reasonable attorney fees and the cost of evidence of title.

The applicant has requested that section twenty-five (25) of the Development Fee Payment Plan Deed of Trust as well the corresponding section of the Payment Plan be removed from the agreement. Section twenty-five (25) states:

“Should Trustor sell, convey, transfer or dispose of the Development, or any part thereof, or any interest therein, or place any lien or encumbrance thereon subordinate to the lien created hereby, or agree to do so (whether voluntarily or any operation of law), without the written consent of Beneficiary being first

obtained, except as permitted in the Agreement, Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. This option may be exercised at any time after the occurrence of such event and the acceptance of one or more installments from any person thereafter shall not constitute a waiver of Beneficiary's option. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions."

This language corresponds with the Payment Plan agreement that was approved on June 5, 2001. The applicant's requested change in the Payment Plan language would make the Payment Plan transferable upon sale of the property, which results in a deviation from earlier agreements. Staff is seeking Council's direction on whether the City wishes to establish this precedent.

RECOMMENDATION: That the City Council:

- 1) Approve a provision that adds a seven (7) percent interest rate in the event the payment plan becomes delinquent in excess of ninety (90) days, as well as a ten (10) percent penalty on the remaining loan balance in the event of default in addition to the collection of reasonable attorney fees and the cost of evidence of title on all Development Fee Payment Plans moving forward; and
- 2) Provide direction to staff as to the removal of section twenty-five (25) of the Development Fee Payment Plan Deed of Trust and corresponding section of the Development Fee Payment Plan.

ATTACHMENTS: 1) Resolution 84-2001  
2) Draft Development Fee Payment Plan Deed of Trust  
3) Draft Development Fee Payment Plan  
4) Draft Subordination Agreement

RESOLUTION NO. 84-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PORTERVILLE APPROVING A CITY WIDE  
DEVELOPMENT FEE PAYMENT PLAN

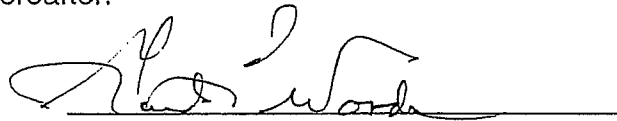
WHEREAS: The City of Porterville aims to support development within the City limits, encourage entrepreneurs by removing obstacles, and establish an entrepreneurial climate; and

WHEREAS: It has been determined that a reduction in the initial burden of start-up costs to new and expanding industries will assist in the establishment of these businesses within the community of Porterville; and


WHEREAS: The Development Fee Payment Plan will generate significant savings to expanding and newly locating businesses.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve a Development Fee Payment Plan in accordance with the following:

- a. All businesses located within the City limits of Porterville shall be eligible to participate in the City's Development Fee Payment Plan;
- b. Building permit, sewer, water, storm drainage, wastewater treatment facility, and transportation impact fees, as determined by the City Engineering and Building staff, shall be eligible for payment under this plan.
- c. Prior to the commencement of on-site construction there shall be on file with the City Finance Division an agreement signed by the owner of the property and the Mayor. This agreement shall set forth the payment schedule in accordance with the fees determined by the City's schedule of charges and fees in effect on the date of the signed agreement.
- d. The Development Fee Payment Plan shall allow such companies to pay their development fees over five (5) years without interest or administrative fee, with the first installment due upon occupancy and annual installments thereafter.

  
Gordon T. Woods, Mayor

ATTEST:

  
C. G. Huffaker, City Clerk

**ATTACHMENT  
ITEM NO. 1**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY OF PORTERVILLE  
P. O. BOX 432  
PORTERVILLE, CA 93258  
ATTN: G. Hawley

DEVELOPMENT FEE PAYMENT PLAN AGREEMENT NO. \_\_\_\_

Pursuant to Resolution No. \_\_\_\_ of the City of Porterville, \_\_\_\_\_, owner of real property located at \_\_\_\_\_, Porterville, Tulare County, California, legally described as:

See Attachment

agrees to pay the City of Porterville the amount of \$\_\_\_\_\_ at the rate of \$\_\_\_\_\_, or more, per year for four years from the date hereof and a final, fifth year payment of \$\_\_\_\_\_. The first of said payments shall be due prior to occupancy of the facility, on or about the \_\_\_\_ day of \_\_\_\_\_, 2001, and subsequent payment shall be made on the \_\_\_\_ day of \_\_\_\_\_ of each year thereafter until the principal has been paid in full. The principal sum due is for (Specify applicable permit and development fees) \_\_\_\_\_ for the property located at \_\_\_\_\_.

In the event the undersigned sells or otherwise transfer said real property, the unpaid balance of said principal shall immediately become due and payable in full, and if not so paid, said sum shall become a lien on said real property and said lien shall attach as of the date of this agreement.

In the event any installment of principal is delinquent for a period in excess of ninety (90) days, late charges shall be applied to the unpaid installment in accordance with City policy and the unpaid balance shall become a lien on said real property. Should the installment remain unpaid for an additional 90 days, City utility services shall be disconnected.

Any lien herein created may be added to the tax bill for the unpaid balance of principal shall become a lien on said real property and may be collected in the manner real property taxes are collected by the City of Porterville. In the event said sum is not paid at the time said taxes are due, it may be collected in the same manner as delinquent taxes and said real property may be sold to satisfy said lien in the same manner that real property is sold to satisfy delinquent taxes.

If any action is brought to enforce payment of the above obligation, the prevailing party shall be entitled to all costs, including reasonable attorney fees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Signed

PROPERTY OWNERS:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

FOR THE CITY OF PORTERVILLE:

\_\_\_\_\_  
Thomas Watson  
City Attorney

\_\_\_\_\_  
Gordon T. Woods, Mayor

\_\_\_\_\_  
C. G. Huffaker, City Clerk

STATE OF CALIFORNIA)  
(SS  
COUNTY OF TULARE )

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 5th day of June, 2001.

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

Councilmen:	WEST	WILSON	GURROLA	McGUIRE	WOODS
AYES:	X		X	X	X
NOES:					
ABSENT:		X			
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley  
Georgia Hawley, Deputy City Clerk

**RECORDING REQUESTED BY:**

**City of Porterville**

**WHEN RECORDED MAIL TO:**

**City of Porterville  
291 North Main Street  
Porterville, CA 93257**

**CITY OF PORTERVILLE  
DEVELOPMENT FEE PAYMENT PLAN**

**DEED OF TRUST  
AGREEMENT/LOAN NUMBER \_\_\_\_\_**

THIS DEED OF TRUST is made this \_\_\_\_ day of \_\_\_\_\_, 2014, among Porterville Henderson Association, a \_\_\_\_\_, herein called Trustor, whose address is \_\_\_\_\_, and \_\_\_\_\_ Title Company, herein called Trustee, and the City of Porterville, a political subdivision of the State of California, herein called Beneficiary.

WITNESSETH: that Trustor hereby grants, transfers and assigns to Trustee, its successors and assigns, in trust, with power of sale, the interest in that Development in the City of Porterville, County of Tulare, State of California, described as:

[Legal Description is attached hereto and incorporated herein by this reference as Exhibit A and referred to herein as the "Development"]

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights of way, easements, privileges and appurtenances thereunto belonging, or in any way appertaining (all as part of the Development hereby conveyed) which shall be deemed to include, but not to be limited to, (i) all rents, issues, profits, royalties and revenue therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements and fixtures (whether or not annexed thereto) now or hereafter used in connection therewith.

**FOR THE PURPOSE OF SECURING:**

ONE: Payment of the indebtedness evidenced by a Note secured by this Deed of Trust (and any renewals or extensions or modifications thereof) (the "Note"), of even date herewith, in the principal sum of One Million Two Hundred and Forty-Eight Thousand, Eight Hundred and Sixty-Nine Dollars and Eighteen Cents (\$1,248,869.18), the final payment on which is due as described in the Note, executed by Trustor and delivered to Beneficiary, together with the

interest thereon and late charges as provided by the Note which is made a part hereof by reference.

TWO: Payment of further advances, and interest thereon, which may be made by Beneficiary as provided by paragraph 19 hereof.

THREE: Payment of all other moneys herein agreed or provided to be paid by Trustor.

FOUR: Performance of each agreement of Trustor herein contained or incorporated herein by reference, particularly that certain agreement entitled, "Development Fee Payment Plan" (the "Agreement"), of which is on file at the offices of the Beneficiary, which is located at 291 North Main Street, Porterville, California 93257.

FIVE: The parties hereto specifically acknowledge that the Development is the subject of, or will be the subject of, a construction deed of trust in an amount not to exceed seventeen million dollars (\$17,000,000.00), to which Beneficiary and Trustee have consented and for which Beneficiary's lien shall be subordinated. It is further acknowledged that said construction loan shall be paid off and the lien it represents shall be released from the Development upon the completion of the construction and stabilization of the Development; however, the Development will then be subject to a lien in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), for which the maximum interest rate will not exceed 10%, to which Beneficiary and Trustee have consented and for which Beneficiary's lien shall be subordinated such that Beneficiary's lien shall be in second position on the Development, behind either the construction loan or the long-term "take out" loan, but never behind two loans at the same time.

TRUSTOR AGREES:

1. To pay: (a) ten (10) days before delinquent, all taxes and assessments of every type or nature affecting said Development; (b) all other charges and encumbrances which now are or shall hereafter be or appear to be a lien prior to the lien of this Deed of Trust, when due and in accordance with their terms.
2. To keep the Development insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement. The policy of such insurance shall be in the form in general use from time to time in the State of California, shall be in an amount not less than the indebtedness from time to time secured hereby and by any senior encumbrances, shall be issued by a company or companies rated A XII or better in Best's Insurance Guide, and shall contain the Standard Mortgagee Clause with loss payable to Beneficiary. Trustor shall provide Beneficiary with a certificate evidencing such insurance from the issuing company. Such policy or policies shall provide that they will not be canceled without thirty (30) days prior written notice to Beneficiary. Whenever required by Beneficiary in writing mailed to Trustor at Trustor's last address known to Beneficiary, copies of such policies shall be delivered immediately to Beneficiary. Any and all amounts received by Beneficiary under any of such policies shall be applied in accordance with paragraph 27 of this Deed of Trust.

3. To keep the Development in good condition and repair, and not to commit or permit waste thereof; not to remove or demolish, nor impair the structural character or integrity of any building, fixture, equipment, fence, canal, well or other improvement now or hereafter situated upon the Property, without the prior written consent of Beneficiary (which shall not be unreasonably withheld or delayed); to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon and to pay when due all claims for work, labor or services performed and materials furnished therefore; to comply with all laws affecting said Development or requiring any alterations or improvements to be made.
4. Not to discriminate upon the basis of sex, marital status, race, color, creed, religion, national origin, or ancestry in the sale, lease, sublease, transfer or rental, or in the use, occupancy, tenure or enjoyment of the Development or any improvements thereon, or of any part thereof. Nor shall the Trustor or anyone claiming under or through the Trustor, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenancy, lessees, subtenants, sublessees, or vendees in the Development. Each and every deed, lease, and contract entered into with respect to the Development shall be subject to nondiscrimination or nonsegregation clauses identical to those set forth in Section 33436 of the California Health and Safety Code.
5. That if, during the existence of these trusts, there be commenced or pending any action or proceeding affecting said Development, or the title thereto, or if any adverse claim for or against the said Development be made, and if Trustor fails to do so or is otherwise in default hereunder, Trustee or Beneficiary, or both, may appear in said action or proceeding and retain counsel therein and defend the same, or otherwise take such action therein as they or either of them may deem advisable, and may settle or compromise the same or the said adverse claim; and in that behalf, and for any of the said purposes, may pay and expend such sums of money as they, or either of them, may deem to be reasonable and necessary.
6. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said Development, and not to suffer or permit any act to be done in or upon said Development in violation thereof, including, as applicable, but not limited to, Sections 92.252 and 92.254 of the Code of Federal Regulations Title 24 (24 DFR Part 92).
7. That, if Trustor fails to do so, Beneficiary without demand or notice and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the provisions herein contained and incur and pay all reasonable and necessary expenses in connection therewith.
8. To pay to Trustee and Beneficiary, respectively, promptly and within thirty (30) days of receipt of written demand, the amounts of all sums of money which they shall respectively pay pursuant to any of the provisions herein contained, including, but not limited, to reasonable attorney fees and the cost of evidence of title or any guarantee

thereof, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate of ten percent (10%) per annum.

9. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any material agreement hereunder after any applicable cure periods, Beneficiary may deliver a written Notice of Default (as set forth in the Agreement) and of election to cause said Development to be sold, which notice Trustee shall cause to be filed for record, and Beneficiary may also declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said Development at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Trustor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Development by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Development so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
10. That all of the rents, issues and profits of said Development are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, covenants, promises and agreements secured hereby. Provided, and only for so long as, Trustor is not in default hereunder, Beneficiary hereby authorizes Trustor or Trustor's agents to collect the aforesaid rents and revenues. In case default be made in payment of any indebtedness secured hereby or in performance of any of Trustor's material agreements herein contained, Beneficiary shall be entitled at any time without notice, in its sole discretion, either by their agents attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the above Development or any part thereof, and to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits thereof, including those past due and agrees that Beneficiary may also take possession of, and use, any and all personal property contained in said Development and used by Trustor in the rental or leasing of said Development or any part thereof. Beneficiary may apply all such rents, issues and profits collected or received by it in the manner hereinabove specified in respect of proceeds of sale of said Development, or any part of all of such

moneys may be released by Beneficiary at its sole option. The expense (including receivers' fees, if any, and compensation to any agent appointed by Beneficiary, and reasonable counsel fees and costs and disbursements) incurred in taking possession and effect collection, shall be deemed a portion of the expense of this trust to be paid by Trustor and secured hereby. Neither the entering upon and taking possession of the said Development nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

11. That all judgments, awards of damages and settlements, in excess of \$200,000, hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or for any damage to, said Development or the improvements and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Trustor agrees to execute such further assignments of any such award, judgment or settlement in excess of \$200,000 as Beneficiary may require, and to deliver to Beneficiary all proceeds of any such award, judgment or settlement which may be received by Trustor. Beneficiary shall apply any and all such sums in accordance with paragraph 28 of this Deed of Trust.
12. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
  - a. Release any person liable for payment of all or any part of the indebtedness, or for performance of any obligation;
  - b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
  - c. Exercise or refrain from exercising or waive any right Beneficiary may have;
  - d. Accept additional security of any kind;
  - e. Release or otherwise deal with any Development, real or personal, securing the indebtedness, including all or any part of the Development herein described.
13. That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interest deeds of trust, pledges, contracts of guaranty or other additional securities, Beneficiary may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to

exhaust all or any other security including the security hereunder and without waiving any breach or default of any right or power, whether exercised hereunder or contained herein, or in any such other security.

14. This Deed of Trust shall not be construed to create a security interest under the provisions of the Uniform Commercial Code, as same together with any amendments or supplements thereto may be in effect, with respect to any goods, equipment, appliances, bank accounts, account receivables, inventory or articles of personal property now attached to or used or hereafter to be attached to or used in connection with the Development.
15. That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Default, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any sale held pursuant to such Notice for any such remaining default, or prejudice any of the rights of Beneficiary under this Deed of Trust.
16. That Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above-described land is situated.
17. That the trusts herein created are irrevocable.
18. That default under the terms of any instrument evidencing any debt secured by an encumbrance senior or prior to this instrument shall, after the expiration of any applicable cure periods, constitute a default hereunder.
19. That upon the request of Trustor or Trustor's successors in ownership of the land, Beneficiary may hereafter, at its option, at any time before full payment of the indebtedness secured hereby, make further advances to Trustor or said successors in ownership, and the same, with interest and late charges, if any, shall be secured by this Deed of Trust; provided, however, that the amount of principal secured by this Deed of Trust and remaining unpaid, shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if Beneficiary, at its option, shall make a further advance or advances as aforesaid, Trustor or said successors in ownership agree to execute and deliver to Beneficiary a note to evidence the same, payable on or before that maturity of the indebtedness secured hereby and bearing such other terms as Beneficiary shall require.
20. That default in the terms of any other instrument securing the debt secured hereby shall, after expiration of any applicable cure periods, constitute a default in this Deed of Trust.

21. That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.
22. Trustor agrees to pay Beneficiary's charges for the preparation of any financial or loan statements regarding the obligations secured by this Deed of Trust requested by Trustor or in his behalf.
23. ~~If the Development is income property, Trustor shall deliver to Beneficiary Trustor's signed copy of all leases, or executed counterparts thereof, now existing or hereafter made affecting all or any part of the Development. Trustor shall not, without Beneficiary's written consent (which shall not be unreasonably withheld or delayed), permit an assignment of any lease or request or consent to the subordination of any lease of all or any part of the Development to any lien subordinate to this Deed of Trust. If Trustor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Trustor shall, subject to any limitations in §42 of the Revenue and Taxation Code, if applicable: (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, and (ii) take such steps as shall effectively discharge such set-off and as shall effectively assure that rents thereafter due shall continue to be payable without set-off or deduction. Upon Beneficiary's taking possession of the Development by receiver or otherwise, Trustor shall be deemed to have assigned to Beneficiary all leases now existing or hereafter made of all or any part of the Development and all leases now existing or hereafter made of all or any part of the Development and all security deposits made by tenants in connection with such leases now existing or hereafter made by tenants in connection with such leases of the Development for so long as Beneficiary remains in possession; thereupon, Beneficiary shall have all of the rights and powers possessed by Trustor prior thereto and Beneficiary shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Beneficiary's reasonable determination.~~
24. If Trustor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar to successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Trustor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Trustor within sixty (60) days from the date when such proceedings are brought, or if Trustor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Trustor or Trustor's Development, or if the Development shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Trustor shall make an assignment for the benefit of Trustor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Trustor's assets and such seizure is not discharged within thirty (30) days, then Beneficiary may, at Beneficiary's option, declare all of the sums secured by this

Deed of Trust to be immediately due and payable without prior notice to Trustor, and Beneficiary may invoke any remedies permitted by this Deed of Trust. Any reasonable attorney fees and other reasonable expenses incurred by Beneficiary in connection with Trustor's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Trustor secured by this Deed of Trust.

25. Should Trustor sell, convey, transfer or dispose of the Development, or any part thereof, or any interest therein, or place any lien or encumbrance thereon subordinate to the lien created hereby, or agree to do so (whether voluntarily or any operation of law), without the written consent of Beneficiary being first obtained, except as permitted in the Agreement, Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. This option may be exercised at any time after the occurrence of such event and the acceptance of one or more installments from any person thereafter shall not constitute a waiver of Beneficiary's option. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. ~~Notwithstanding anything to the contrary hereinabove, the respective interests of the Borrower's special limited partner and the Borrower's investor limited partner shall be transferable without the consent of the City. Moreover, the special limited partner of Borrower shall be permitted to remove the general partner thereof for cause in accordance with the terms of Borrower's partnership agreement. Moreover, if any limited partner of Borrower exercises its right to remove the general partner thereof, the City shall not unreasonably withhold its consent to the substitute general partner.~~
26. Notwithstanding the existence of any other security interest(s) in the Development held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Development shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Trustor, any party who consents to this Deed of Trust and any party who now or hereafter acquires a security interest in the Development and who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.
27. Casualty:
- a. Definitions. For purposes of this paragraph 27, the following terms and phrases shall have the meanings indicated:
- (i) "Restoration" means the restoration, repair, replacement or rebuilding of the Development and/or the improvements, if any, to a value, condition and character equal to or greater than that immediately prior to the damage, destruction or "Taking," as defined below.

- (ii) “Taking” means the taking of all or any part of the Development and/or the improvements, if any, or any interest therein or right accruing thereto, as the result of the exercise of the right of condemnation or eminent domain, or change of grade effecting the Development or the improvement, if any, or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking.
- b. Repair. In case of any damage to the Development or any part thereof, if the reasonable cost of Restoration (any temporary repairs and Development protection pending commencement of the Restoration) exceeds \$200,000, Trustor will promptly give written notice of such damage to Beneficiary, describing the nature and extent of such damage and setting forth the best estimate of the cost of Restoration (and such temporary repairs and Development protection). In case of any damage to the Development or any part thereof, Trustor at its expense shall promptly commence and complete the Restoration provided that the Net Casualty Insurance Proceeds (defined below) are made available to Trustor. All insurance proceeds on account of any damage to the Development shall be payable to, and deposited with, Beneficiary. Subject to the conditions set forth below, Beneficiary shall request from Trustor the estimate of cost of restoration which restoration shall be accomplished by the Trustor if Beneficiary receives satisfactory guarantees from Trustor that when combined with the insurance proceeds held by Beneficiary, the restoration can be accomplished such that the value of Beneficiary’s lien is not impaired. If restoration as provided hereinable is not determined by Beneficiary to be available due to insufficient funds and/or lack of adequate guaranties and prompt action by the Trustor, Beneficiary, at its sole option, (i) may apply such insurance proceeds upon the Note, as the Beneficiary may determine, (ii) may release such insurance proceeds, without reducing the principal balance of the Note to Trustor, or (iii) any such amount may be divided in any manner among any such application use of release. No such application, use or release shall, however, cure or waive any default of Notice of Default under the Agreement or invalidate any act done pursuant to such Notice. Any unapplied, undisbursed insurance proceeds remaining with the Beneficiary shall inure to the benefit of and pass to the owner or purchaser or the Development or any part of it at any foreclosure or trustee’s sale under the Agreement.
- c. Application. In the event that Trustor requests that the insurance proceeds be used to accomplish the Restoration, then any “Net Casualty Insurance Proceeds” (i.e., the casualty insurance proceeds remaining after reimbursement of the Beneficiary for any reasonable costs and expenses of the Beneficiary, including reasonable attorney’s fees, for collection thereof) received by the Beneficiary shall be applied to the cost of Restoration and disbursed in the same manner and subject to the same conditions as the Project Funds (as defined in the Agreement) but only if each of the following

conditions is satisfied: (A) no default or potential default exists hereunder; (B) the Net Casualty Insurance Proceeds, together with such additional funds (the "Required Equity Funds") as Trustor shall have deposited with the Beneficiary (and which the Trustor shall be required to deposit with the Beneficiary within one hundred twenty [120] days after the occurrence of such casualty), are sufficient, in the reasonable judgment of the Beneficiary, to pay all costs of (1) the Restoration and (2) interest under the Note and any other expenses related to the Development; (C) the anticipated date for completion of Restoration shall, in the reasonable judgment of the Beneficiary, be prior to the date which is six (6) months prior to the then-applicable maturity date of the Note; and (D) each of the insurance companies from which the Net Casualty Insurance Proceeds are received shall have waived in writing all right of subrogation for the benefit of Trustor and the Beneficiary. Notwithstanding the foregoing, so long as the value of Beneficiary's lien is unimpaired, the Net Casualty Proceeds shall be used for Restoration. Notwithstanding the foregoing, this section 27(c) shall be subject to the terms of the Subordination Agreement.

28. Condemnation. Subject to the terms of the Subordination Agreement, in the event of a partial Taking such that the Development is subject to Restoration, all proceeds and awards shall be paid to Beneficiary to accomplish the Restoration in the event that Trustor requests and satisfies the conditions for the same; and such amount shall be disbursed as set forth in subparagraph 27c (as the same applies to the application of the Net Casualty Insurance Proceeds, with each reference therein to insurance proceeds deemed to include a reference to condemnation proceeds and awards). In the event of a total Taking or in the event Borrower does not elect to apply such award or proceeds to the Restoration, such amount shall be applied as follows, in the order of priority indicated:

- a. To reimburse Beneficiary for all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with collecting such proceeds;
- b. To the Payment of the accrued and unpaid interest on the Note;
- c. To the payment of the unpaid principal of the Note; and
- d. Any remaining balance, if any, shall be paid to the Trustor.

Notwithstanding anything to the contrary herein, any cure of any default or Event of Default made or tendered by the Limited Partner of Borrower (or an affiliate thereof) shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

29. Subordination Agreement. In the event that there are any conflicts in this Deed of Trust and the Subordination Agreement, the terms of the Subordination Agreement shall prevail.

UPON WRITTEN REQUEST OF BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the estate in the Development then held by Trustee. The grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the Note secured hereby, whether or not named as Beneficiary herein.

TRUSTOR hereby requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor:

Porterville Henderson Association, a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )

COUNTY OF TULARE )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, in his capacity as \_\_\_\_\_ of Porterville Henderson Association, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )

COUNTY OF TULARE )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ in his capacity as \_\_\_\_\_ of \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY OF PORTERVILLE  
291 N. MAIN STREET  
PORTERVILLE, CA93257  
ATTN: P. Hildreth

**DEVELOPMENT FEE PAYMENT PLAN  
CITY-WIDE AGREEMENT NO. \_\_\_\_\_**

Pursuant to Resolution No. 37-2012 of the City of Porterville, Porterville Henderson Association, owner of real property located at 1711 W. Henderson Avenue, Porterville, Tulare County, California, legally described as:

(SEE ATTACHED EXHIBIT A)

agrees to pay the City of Porterville the amount of \$1,248,696.18 at the rate of \$124,869.62 for nine equal payments and a final payment of \$124,869.60. The first of said payments shall be due, on or about \_\_\_\_\_ (at the time the project permits are issued), and subsequent payment shall be made on the \_\_\_\_\_ day of \_\_\_\_\_ of each year thereafter until the principal has been paid in full. The principal sum due up front is for building permit, electrical permit, engineering, plumbing permit, water service connection, water service, sewer service connection service initiation, and seismic tax fees for the property located at 1711 W. Henderson Avenue, Porterville. School impact fees in the amount of \$488,277.35, the public works permit of \$319.00, the state building permit fee of \$440.00 are not included in this agreement and must be paid prior to final inspection and issuance of certificate of occupancy.

As part of the building permit process, the City will estimate your water use and calculate impact fees. Water use will be monitored for one year to determine actual average daily

use and fees at which time water, sewer, and wastewater fees will be recalculated based upon actual usage. An increase in actual water usage will result in a request for payment for additional fees. In the event the actual water usage is less than the estimate, an adjustment will be made to this agreement.

In the event the undersigned sells or otherwise transfers said real property, the unpaid balance of said principal shall immediately become due and payable in full, and if not so paid, said sum shall become a lien on said real property and said lien shall attach as of the date of this agreement.

In the event any installment of principal is delinquent for a period in excess of ninety (90) days, late charges shall be applied to the unpaid installment in accordance with City policy and the unpaid balance shall become a lien on said real property; specifically, the parties agree that a late charge equal to interest on the principal amount as if it had been accruing from the date of the first payment was due, will be assessed and will continue until such time as the deferred amounts are repaid in full or the Default is cured, at the default rate of the lesser of seven percent (7%), compounded annually, or the highest rate permitted by law. A Promissory Note and Deed of Trust shall be recorded in conjunction with the execution of this Agreement. The parties have agreed to enter into a separate Subordination Agreement with regard to this Deed of Trust.

Should the installment remain unpaid for an additional 90 days, City utility services *may* be disconnected. Any lien herein created may be added to the tax bill for the unpaid balance of principal and shall become a lien on said real property and may be collected in the manner real property taxes are collected by the City of Porterville. In the event said sum is not paid at the time said taxes are due, it may be collected in the same manner as delinquent taxes and said real property may be sold to satisfy said lien in the same

manner that real property is sold to satisfy delinquent taxes.

If any action is brought to enforce payment of the above obligation, the prevailing party shall be entitled to all costs, including reasonable attorney fees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signed

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

FOR THE CITY OF PORTERVILLE:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Cameron J. Hamilton, Mayor

\_\_\_\_\_  
John D. Lollis, City Clerk

EXHIBIT A

Recording requested by & ]  
 when recorded mail to: ]  
 ]  
 City of Porterville ]  
 291 North Main Street ]  
 Porterville, CA 93257 ]  
 Visalia, CA 93291 ]  
 ]  
 MAIL TAX STATEMENT TO: ]  
 ]  
 ]  
 ]  
 ]  
 ]

Space above this lien for recorder's use

### SUBORDINATION AGREEMENT

STATE OF CALIFORNIA )  
 :SS.  
 COUNTY OF TULARE )

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER INSTRUMENT.**

THIS SUBORDINATION AGREEMENT is made between \_\_\_\_\_, hereafter called "Trustor" and City of Porterville, hereafter called "Beneficiary."

WHEREAS, Trustor executed a Development Fee Payment Plan Deed of Trust for Agreement/Loan No. \_\_\_\_\_, dated \_\_\_\_\_, in favor of Beneficiary, which was recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_ in Book \_\_\_\_, Page \_\_\_\_, Official Records of \_\_\_\_\_ County, California, hereafter called the "Subordinate Deed of Trust";

WHEREAS, the Subordinate Deed of Trust was secured for the amount due of \$1,248,696.18 executed on \_\_\_\_\_ by Trustor in favor of Beneficiary;

WHEREAS, Trustor is the owner of the real property subject to the Subordinate Deed of Trust, hereafter called "Real Property," which is located in the City of Porterville, County of Tulare, California, and is more particularly described as follows:

*[insert legal description];*

WHEREAS, Trustor desires to obtain a loan, hereafter referred to as the

**ATTACHMENT  
ITEM NO. 4**

"Construction Loan," in the amount of \$16,110,300.00 from United Security Bank, hereafter referred to as "Lender," and has executed or shall execute concurrently with this Subordinate Deed of Trust a note for the amount of the Construction Loan and a deed of trust in favor of Lender, hereafter referred to as the "Superior Deed of Trust," securing and evidencing the Construction Loan; and

WHEREAS, Lender is willing to make the Construction Loan provided the deed of trust securing it (the Superior Deed of Trust) is a lien or charge on the Real Property prior and superior to the lien or charge of the Subordinate Deed of Trust, and provided further that Beneficiary specifically and unconditionally subordinates the lien or charge of the Subordinate Deed of Trust to the Superior Deed of Trust; and

WHEREAS, it is mutually beneficial to Beneficiary and Trustor that Lender make the Construction Loan to Trustor, and Beneficiary is willing to subordinate the lien of the Subordinate Deed of Trust, insofar as it encumbers the Real Property, to the Superior Deed of Trust in order that Trustor may obtain the Construction Loan from Lender;

NOW, THEREFORE, the parties to this instrument agree as follows:

#### **Terms of Subordinating Loan**

1. The terms of the Construction Loan from Lender to Trustor are as follows:

(a) The total amount of the construction loan is \$16,110,300.00, which is \_\_\_\_ percent of the anticipated value of the property after completion of the improvements for which the loan is being obtained, as determined by Lender.

(b) Any funds derived from the construction loan shall be used only for the construction of improvements on the property that it encumbers. Construction of improvements shall mean and be construed pursuant to the terms of the subordinating loan documents.

(c) No portion of the construction loan shall be used to pay loan fees, interest, or other charges not directly connected with the construction of improvements on the property encumbered by the construction loan.

(d) The maximum loan fees, interest, or other loan charges that may be deducted from the principal amount of the construction loan are as follows:

- (i) Loan fees: 1% percent of the principal amount of the construction loan; 0.5% for permanent financing.
- (ii) Maximum Interest: 5.25% percent per annum for the construction loan.
- (iii) Other loan charges: none.

(e) The construction loan bears interest, exclusive of late charges, penalties, or fees payable in case of default, at the rate of 5.25% percent per annum.

(f) The construction loan is payable in monthly installments of ~~principal and~~ interest over a period of time not less than 36 months or more than 10 years from the date of the construction loan, with the total unpaid balance all due and payable at the end of that period.

(g) Additional payments may be made, without penalty, on the principal and accrued interest of the construction loan at any time before maturity.

(h) The total payment of principal and interest due on the construction loan is \$\_\_\_\_\_ per month.

(i) The proceeds of the construction loan must be disbursed by the Lender either through its own offices or through a bonded disbursement control agency only after inspection of the work completed on the property and presentation of vouchers signed by the Trustor or his or her successors in interest for the cost of work, labor, or materials actually performed or used in the construction of the improvements on the property.

(j) At the end of the initial term of 36 months, said loan shall be modified as follows: extension of maturity date to 7 years; change the repayment schedule from interest monthly, interest and principal at maturity to interest and principal monthly, based on a 30-year amortization, interest and principal at maturity; and paid in 83 regular payments and one irregular payment, terms to be further defined at the time of modification.

Beneficiary hereby approves all the terms of the loan.

### **Subordination**

2. Beneficiary hereby subordinates the Subordinate Deed of Trust to the Superior Deed of Trust, which shall be recorded in the Office of the County Recorder of Tulare County, California. Beneficiary further declares that the lien of the Superior Deed of Trust shall be and is in all respects prior and superior to the lien of the Subordinate Deed of Trust and that the Superior Deed of Trust and any renewals or extensions of the Superior Deed of Trust and the note secured by it shall be and remain at all times a lien or charge on the Real Property, prior and superior to the lien or charge of the Subordinate Deed of Trust. To the extent allowed by applicable law, in the event Trustor refinances above-described construction loan/permanent financing, and the refinancing results in equal or better terms (e.g. lower interest rate for the same term or less owed overall), Beneficiary agrees that its Subordination extends to said refinancing.

### **Acknowledgment of Subordination**

3. Beneficiary acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Subordinate Deed of

Trust in favor of the lien or charge of the Superior Deed of Trust, and that it understands that in reliance on and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and that specific monetary and other obligations are being and will be entered into by third parties, that would not be made or entered into but for that reliance on the waiver, relinquishment, and subordination. Beneficiary further acknowledges that an endorsement has been placed on the note secured by the Subordinate Deed of Trust and that the Subordinate Deed of Trust has by this instrument been subordinated to the lien or charge of the Superior Deed of Trust.

#### **Entire Agreement**

4. This agreement contains the whole agreement between the parties relating to the deeds of trust loans, and the priority of those loans. There are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations, if any, are merged into this agreement.

#### **Binding Effect**

6. This Subordination Agreement shall inure to the benefit of Lender, its legal representatives, successors, and assigns, and shall be binding on Beneficiary and Trustor, their respective heirs, legal representatives, successors, and assigns.

Dated: \_\_\_\_\_

**NOTICE:** THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT ON THE LAND.

BENEFICIARY

\_\_\_\_\_  
Cameron J. Hamilton, Mayor  
City of Porterville

TRUSTOR

\_\_\_\_\_  
Name

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA    }  
                                      }ss.  
COUNTY OF TULARE        }

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

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

WITNESS my hand and official seal.

\_\_\_\_\_

Julia/mkjl/Porterville/Hendersonsubordination021214.doc

**COUNCIL AGENDA: MARCH 4, 2014**

**SUBJECT:** CHASE AVENUE PARK NAME SELECTION

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

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

Park amenities include a shaded playground with SofSurfacing, splash pad, lighted half-court basketball court, walking trail, backstop, open multi-use grass area, picnic structures and a restroom.

The time has come to select a name for the park. The two names that have thus far been mentioned as possibilities are Chase Avenue Park and Tule River Park. The 2.33 acre park is located on Chase Avenue. The north side of the park runs adjacent to the Tule River. The east trailhead of the Tule River Parkway is in the Phase III plans to be located near the northeast corner of the park. The Parks and Leisure Services Commission wasn't partial to any particular name for the park.

**RECOMMENDATION:** That the City Council select a name for the new park on Chase Avenue.

ms Director

N/A Appropriated/Funded

J City Manager

**ITEM NO.:** 18

COUNCIL AGENDA: MARCH 4, 2014

**SUBJECT:** AMENDED RESOLUTION PROPOSING AMENDMENTS TO CITY OF PORTERVILLE FREEHOLDERS CHARTER; CONSIDERATION OF FULL AMENDMENT TEXT

**SOURCE:** City Attorney's Office; City Clerk's Office

**COMMENT:** The Council adopted Resolution 09-2014 in January 2014, and since then has been working with the County Elections office on the measures to be submitted to the voters. In the mean time, it has come to this office's attention that due to a number of separate measures that address not only the same Charter sections, but in some cases the same paragraphs or even sentences of the same Charter sections, some minor restructuring is warranted to ensure that all measures will be considered "stand-alone" measures that can each go into effect in the event they are approved by the voters. Consequently, Amendments 1, 2, 7, and 8 have been modified, and certain corresponding measure language has also been clarified.

The County Elections officials have also requested that the City include the required vote for the measures as well, so a section has been added to the Resolution to address this.

For timing purposes (regarding the timelines for filing of arguments for and against), it was mutually agreed upon between County and City staff that the prior resolution can be rescinded and a new resolution with these changes can be adopted.

Additionally, the County Elections office has asked if the City wishes to include the full text of the Charter amendments in the sample ballot. To assist in this regard, Elections staff has provided an estimated cost of \$2,600 per page for publication.

Required publication includes the ballot questions (approximately 2 pages) for an estimated cost of \$5,200; and impartial analyses (estimated 14-28 pages) for an estimated cost of \$36,400-\$72,000. It is important to remember that everything within the sample ballot is translated, adding to the length, and that there is potential for increased costs in the event arguments are submitted for or against any of the proposed measures.

The Council has the option of authorizing the publication of the full amendment text, which if included could result in an additional 13-26 pages (considering translation) for \$33,800 - \$67,600.

Staff requests that Council consider whether to authorize the inclusion of the full text of the amendments. If not included, a statement will be included in the sample ballot with the impartial analysis notifying voters that the information is available via the City's website and the City Clerk's Office as has been done in the past.

RECOMMENDATION: That the City Council:

- 1) Review, consider and adopt the proposed Resolution;  
and
- 2) Consider whether to include the full text of the amendments in the sample ballot.

Attachments: Resolution No. \_\_\_\_\_ Draft Resolution Proposing Amendments to the Freeholders Charter of the City of Porterville and Rescinding Resolution No. 09-2014.

RESOLUTION NO. \_\_\_\_-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
PROPOSING AMENDMENTS TO THE FREEHOLDERS CHARTER OF THE  
CITY OF PORTERVILLE AND RESCINDING RESOLUTION NO. 09-2014

WHEREAS, pursuant to Elections Code Sections 9255 et seq., the City of Porterville may make amendments to its City Charter; and

WHEREAS, the City Council of the City of Porterville, on its own motion, desires to propose to the electors of the City of Porterville amendments to the Charter of the City of Porterville; and

WHEREAS, on January 21, 2014, the City Council of the City of Porterville adopted Resolution No. 09-2014 proposing amendments to the Freeholders Charter of the City of Porterville; and

WHEREAS, the City Council of the City of Porterville wishes to modify Proposed Charter Amendments 1 (related to Charter Sections 9 and 58), 2 (related to Charter Section 9), and 7 and 8 (related to Charter Section 61), to ensure that the measures are considered “stand-alone” measures and will all go into effect if adopted, and otherwise make minor modifications to the proposed amendment and measure language.

NOW, THEREFORE, BE IT RESOLVED, as follows:

A. The City Council of the City of Porterville, on its own motion, hereby proposed to rescind Resolution No. 09-2014.

B. The City Council of the City of Porterville, on its own motion, hereby proposes to the electors of the City of Porterville, the following amendments to the Freeholders Charter of the City of Porterville:

## **2014 FREEHOLDERS CHARTER AMENDMENT #1**

Sections (or portions thereof) 4.1, 8, 9, 12, 14, 24, 40, 45, 49, 58, 59, and 62, are hereby amended to read as set forth herein below:

### **Sec. 4.1. Intergovernmental Powers.**

The City may exercise and perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by agreement or otherwise, with any one or more states or any agency or special district of California; or any governmental jurisdiction, including Indian Tribes, or nonprofit corporation thereof, or the United States or any of its agencies or instrumentalities.

### **Sec. 8. Elective officers.**

The elective officers of the City of Porterville shall be five council members, who shall be elected from the city at large at a general municipal election therein.

**Sec. 9. Legislative body; composition; election; term; compensation; ineligibility for other city office; president of council; vice-president; installation of newly elected officers; powers to be exercised by council.**

**Second sentence of Paragraph 2 is amended to read as follows:**

They shall hold office for the period of four (4) years from and after the date upon which they are installed in office in accordance with this section and/or until their successors are elected and installed in office.

**First sentence of Paragraph 5 is amended to read as follows:**

The council shall reorganize at the meeting following each municipal election wherein the newly-elected members are installed and shall choose one of its number to serve as president of the council to be known as mayor.

**Paragraph 6 is amended to read as follows:**

Where the canvass of the vote is to be completed by the city elections official, the canvass shall be completed no later than the fourth Friday after the election. Upon completion of the canvass, the elections official shall certify the results to the city council, which shall meet at its usual place of meeting no later than the fourth Friday after the election to declare the results and to install the newly elected officers. For a consolidated election, the city elections official, upon receipt of the results of the election from the elections official conducting the election, shall certify the results to the city council, which shall meet at its usual place of meeting no later than the next regularly scheduled city council meeting following the presentation of the canvass of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers.

**Sec. 12. How council acts on legislative matters; resolutions; records of votes; requirement that all members vote; how ordinances headed; ordaining clause; ordaining clause of ordinances passed by initiative; when ordinances to be passed; publication; effective date of ordinances; certain matters required to be passed by ordinance; repeal of ordinances; revision of ordinances; ordinances to be signed by mayor and attested by clerk.**

**Paragraph 2 is amended as follows:**

The ayes and noes shall be taken and recorded upon the passage of all ordinances, resolutions, or other actions and entered upon the record of the proceedings of the council. All members present at any meeting must vote; provided that no such member of the council shall cast a vote when to do so would be contrary to the applicable provisions of state law, including the laws pertaining to conflict of interest.

**Paragraph 9 is amended as follows:**

Except as otherwise provided by general law, or this Charter, no action providing for the granting of any franchise, or for the establishing or changing fire zones, or for the establishing of any penalty, shall be taken except by ordinance.

**Sec. 14. Official bonds; where filed.**

When in this Charter not otherwise prescribed, the council shall determine which officers shall give bonds for the faithful performance of their official duties, and shall fix the amount of said bonds. Such officers before entering upon their official duties, shall execute a bond to the city in the penal sum required, which bond shall include any other office of which they may be ex-officio incumbent. Said bonds shall be approved by the council, filed with the city clerk, and paid for by the city; provided, however, that the bond of the city clerk when approved as aforesaid shall be filed with the City Manager or his/her designee. Nothing in this section shall prevent the authorization or furnishing of a blanket bond to assure the honesty or faithful performance of any of its officers or employees.

**Sec. 24. Director of finance; payment of demands; to check annual tax roll.**

The city manager shall appoint the director of finance of the city, who shall serve as the general accountant of the city. He/she shall receive and preserve in his/her office all accounts, books, vouchers, documents and papers relating to the accounts of the city, its debts, revenues and other financial affairs. He/she shall keep an account of all moneys paid into and out of the treasury; and keep informed as to the exact condition of the treasury at all times.

Every demand upon the treasury, before its approval by the council, must be presented to the director of finance, who shall satisfy himself/herself whether the money is legally due, and its payment authorized by law. If satisfactory, he/she shall draw a warrant upon the treasury for the payment thereof. Every demand approved by the director of

finance shall specify on its face the several items composing it, with the amounts and dates thereof. The approval of the council shall not be necessary to draw warrants for the payment of regular salaries of officials and employees of the city, or for payment of any obligation previously authorized by law, or by resolution or order of the council.

He/she shall render on at least a quarterly basis, a statement to the council showing the financial condition of the city, and annually a like statement covering all of the financial transactions of the city during the year previous.

After the annual tax roll has been completed, and before it is deposited with the collector, the director of finance shall make a check of the roll correcting any errors that may be found and endorse same with his/her approval.

**Sec. 40.       Taxation to conform to general laws of the state.**

Except as otherwise herein provided the council shall, by ordinance, provide a system for the assessment, equalization, levy, and collection of taxes, which, as nearly as may be, shall conform to the system provided by the general laws of the state. Should the council fail to fix the tax rate within the time prescribed, then the tax rate of the previous year shall constitute the rate for the current year.

**Sec. 45.       Taxes and assessments to constitute a lien; foreclosure.**

All taxes and assessments levied, together with any percentages imposed for delinquency and cost of collection, shall constitute liens on the property assessed; every tax upon the personal property shall be a lien upon the real property of the owner thereof. The liens provided for in this section shall attach as of the first Monday in March each year and may be enforced by actions to foreclose such liens in any court of competent jurisdiction, or by a sale of the property affected and the execution and delivery of all necessary certificates and deeds therefor, under such regulations as may be prescribed by ordinance; provided that when real estate is offered for sale for city taxes due thereon the same shall be sold to the city in like case and manner, and with like effect and right of redemption as it may be struck off and sold to the state when offered for sale for county taxes; and the council shall have power to provide by ordinance for the procedure to be followed in such sales to the city and redemption thereafter. This section is cumulative to any rights and remedies the City may have under the general laws relating to the enforcement and collection of taxes and assessments.

**Sec. 49.       Quarterly financial reports required.**

All officers required by this Charter or by ordinance to submit quarterly financial reports to the council, shall submit the same in duplicate, and upon their approval by the council, one of each of such duplicate reports shall be posted forthwith in the office of the city clerk in such manner as to be readily accessible to the public, and shall remain so posted until the approval by the council of the next succeeding financial report when the

same procedure shall be followed in relation thereto. The council, in addition to such posting, may, in its discretion, cause any of such reports to be published at any time.

**Sec. 58. Pensions.**

**Paragraph 3 is amended to read as follows:**

The city may levy and collect taxes sufficient to pay all costs and expenses required to be paid by the City of Porterville to enable the City of Porterville to participate in any such retirement, disability, death benefit or pension system established, set up or maintained by, for or on behalf of the City of Porterville.

**Sec. 59. Hiring of certified public accountant to audit city books.**

The city council shall contract with a certified public accountant annually to investigate the accounts and transactions of all city officers and employees having the collection, custody or distribution of public money or property, or the power to approve, allow or audit demands on the city treasury.

**Sec. 62. Public improvements.**

The improvement widening and opening of streets, the planting, care, and maintenance of trees, and the making of any other public improvement or undertaking of any public project may be done and assessments therefor may be levied in conformity with and under the authority conferred by general laws; provided, however, that the council may by ordinance adopt a procedure for the construction and/or improvement and repair of streets, alleys or other public places or facilities; the laying of pipes, or conduits or for the planting, care or maintenance of trees, or for the removal of dirt, rubbish, weeds and other rank growth and materials which may injure or endanger neighboring property or the health or the welfare of inhabitants of the vicinity, from buildings, lots and grounds and the sidewalks opposite thereto and for making and enforcing assessments against property benefitted or affected thereby, or from which such removal is made, for the cost of such improvements or removal and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and municipal taxes, but no such ordinance shall prevent the council from proceeding under general laws for said purposes.

**2014 FREEHOLDERS CHARTER AMENDMENT #2**

Section 5 and a portion of Section 9, consisting of the first sentence of the second paragraph thereof are amended by substituting in lieu thereof, the following:

**Sec. 5. When elections to be held; special elections; procedure for elections for local improvements or levies of assessment or bonded indebtedness.**

General municipal elections shall be held in said city at the same time as the general election for Federal Offices in the State of California under and pursuant to the general laws of the State of California governing elections in charter cities, so far as the same may be applicable, and except as herein otherwise provided. All other municipal elections that may be held by authority of this Charter or of general law shall be known as special municipal elections, and shall be held, substantially as in this Charter provided for general municipal elections; providing, however, that special elections to authorize any municipal or local public improvement, or the levy of assessment therefor, or to create a municipal bonded indebtedness, shall be held in conformity with any general law of the state relative thereto under which any such proceeding is instituted by the council, in case such general law provides for the procedure and manner of holding elections thereunder.

**Section 9, Paragraph 2, First Sentence:**

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held in the said city at the same time as the general election for Federal offices for the State of California.

**2014 FREEHOLDERS CHARTER AMENDMENT #3**

Section 10 is amended, by making amendments to the second full paragraph as follows:

**Section 10, Paragraph 2:**

Except for special meetings with the legislative bodies of other political subdivisions, or informational meetings held within a community in accordance with the Brown Act where no action is to be taken, all meetings of the council shall be held at or on publicly-owned facilities, unless by reason of fire, flood, or other disaster, or lack of seating capacity, the public-owned facilities cannot be used for that purpose, and all meetings shall be open to the public. The council shall adopt rules for conducting its proceedings and may punish its members or other persons present at any meeting for disorderly conduct.

**2014 FREEHOLDERS CHARTER AMENDMENT #4**

Section 16 is amended by making changes to the second complete paragraph thereof, to read as follows:

**Section 16, Paragraph 2:**

If, without permission from the City Council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her officer shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or

a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant.

#### **2014 FREEHOLDERS CHARTER AMENDMENT #5**

Section 18, third complete paragraph thereof, is amended as follows:

##### **Section 18, Paragraph 3:**

The salary of any appointive official or employee of the city shall cease forthwith with his/her removal or resignation from office or employment; provided, however, that the City Manager may be entitled, if authorized by the City Council, to severance pay in an amount not to exceed the equivalent of 12 months' salary, subject to any other restrictions set forth by State law.

#### **2014 FREEHOLDERS CHARTER AMENDMENT #6**

Section 48 is amended by substituting in lieu thereof, the following:

##### **Sec. 48. Payment of city money; expenditures and indebtedness; presentation of demands; warrants on treasury.**

No money shall be expended on behalf of the city, for any purpose, unless and until the same shall have been authorized by a majority vote of the Council; provided that following every Council election, the City Council may, by a majority vote, adjust the amount of money that may be expended on behalf of the City, without prior specific Council authorization.

The City Council, by resolution by a majority vote of the Council, shall establish the maximum amount of money to be expended on behalf of the City without first requiring specific Council authorization, except as otherwise provided for in this Charter; provided further that said maximum amount once established by resolution shall not be adjusted until after each general Council election.

No indebtedness shall be incurred on behalf of the city, for any purpose, unless and until the same shall have been authorized by resolution by a four-fifths (4/5) vote of the Council; provided that following every Council election, the City Council may, by a four-fifths majority vote, adjust the amount of indebtedness that may be incurred, on behalf of the City, without prior specific Council authorization.

The City Council, by resolution approved by a four-fifths vote of the Council, shall establish the maximum amount of indebtedness to be incurred on behalf of the City without first requiring specific Council authorization, except as otherwise provided for in this Charter; provided further that said maximum amount once established shall not be adjusted

until after each general Council election, and then only by resolution by a four-fifths majority vote.

Indebtedness evidenced by general obligation bonds shall be incurred by the City only if approved by the City Council and authorized by the voters as required by the Constitution and general laws of the State.

All demands against the city shall, before being paid, be presented to and approved by the proper board, commission or officer, as herein provided. Demands for which no appropriation has been made shall be presented to the city manager, provided, that any person dissatisfied with the refusal of the city manager to approve any demand, in whole or in part, may present the same to the council, and the approval of such demand by the council shall have the same effect as its approval by the city manager; and provided further, that if the council shall provide for other boards or commissions, it may make provision for the presentation to and approval by any such board or commission of demands for liabilities incurred by them.

The council may provide for a revolving cash fund as authorized by ordinance by four-fifths majority vote of the Council; provided that effective January 1, 2004, and following every Council election thereafter, the City Council may, by a four-fifths majority vote, adjust the revolving cash fund. The amount shall be paid to the city manager, and used by him/her for the payment in cash, of expenditures provided for in the budgets that cannot conveniently be paid otherwise. He or she shall account to the council for all payments by him or her out of said fund when making demand for the replenishment of the same, and at such other times as the council may require, and they shall thereupon be charged against the proper appropriations.

All demands approved by the proper board, commission or officer shall be presented to the director of finance, who shall examine the same, and if the amount thereof is legally due and there remains on his books an unexhausted balance or an appropriation against which the same may be charged, he/she shall approve such demand and draw and sign his warrant on the treasurer therefor, payable out of the proper fund. Objections of the director of finance to any demand may be overruled by the council, and the director of finance shall thereupon draw his warrant as directed by the council. Such warrants, when presented to the treasurer, shall be paid by him/her out of the fund therein designated, if there be sufficient money in such fund for that purpose. A warrant not paid for lack of funds shall be registered, and all registered warrants shall be paid in the order of registration when funds are available therefor; all such registered warrants shall bear interest at the rate of six percent (6%) per annum. The director of finance shall draw his/her warrants for payment of municipal or other bonds payable out of the funds in the treasury upon presentation and surrender of the proper bonds or coupons without approval of anybody or officer. The council may make further regulations by ordinance regarding the presentation, approval and payment of demands against the city.

#### **2014 FREEHOLDERS CHARTER AMENDMENT #7**

Section 61 is amended by modifying the first part of the first sentence, and adding paragraph 6, as follows:

**Sec. 61. Competitive bidding for contract work for erection, improvement and repair of public buildings, etc., where the amount is in excess of five thousand dollars.**

**First part of the first sentence of Paragraph 1:**

When the City determines to contract for work for a public project, and the cost estimate exceeds.....(in lieu of the clause "When a required expenditure exceeds...").

**Paragraph 5:**

In the case of a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster, or in the case of circumstances resulting in an imminent threat to public health and/or safety, the council may, by resolution passed by a vote of four-fifths (4/5) of its members, determine and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health, or property, and thereupon they may proceed without advertising for bids or receiving the same, to expend, or enter into contract involving the expenditure of any money required in such emergency, on hand in the city treasury and available for such purpose.

**New Paragraph 6:**

The City reserves the right to perform any public project or make or repair any public property or improvement using its own forces, regardless of cost.

**2014 FREEHOLDERS CHARTER AMENDMENT #8**

Section 61 is amended by amending in the first Paragraph the bid dollar amount specified to \$50,000.00, (in lieu of "\$5,000.00").

**2014 FREEHOLDERS CHARTER AMENDMENT #9**

Section 67 is amended by substituting in lieu thereof, the following, and Section 67.1 is hereby added as follows:

**Sec. 67. Interference with performance of duties of city manager; interference by city manager in elections.**

No member of the council shall in any manner attempt to influence or coerce the city manager in the making of any appointment or the purchase of supplies in accordance with applicable state and federal law.

The council shall deal with the administrative functions of the city through the city manager. The Council shall only have direct contact with the directors of the city's departments for the purpose of asking questions.

Any City Council member violating the provisions of this section, or voting for a resolution or ordinance in violation of this section shall be guilty of a misdemeanor and, upon conviction, shall cease to be a Council Member. Additionally, any City Council member violating this section may be subject to civil remedies as specified in Section 74.

#### **Section 67.1 Political Activities by Legislative and Administrative Officers, Employees**

Political activities of and campaign contributions by the city's legislative officers, administrative officers, and employees shall be governed in accordance with applicable state and federal law. All legislative and administrative officers and all city employees are prohibited from engaging in political activities during working hours. City officers and employees are prohibited from engaging in political activities at their work place.

Furthermore, city officers and employees are prohibited from engaging in political activities on city properties, provided this prohibition does not pertain to property that is otherwise open to the public for the purpose of engaging in political activities.

#### **2014 FREEHOLDERS CHARTER AMENDMENT #10**

Section 68 is hereby amended by substituting in lieu thereof, the following:

#### **Sec. 68. Leases of city property.**

In every lease of city property the basic amount of rental shall be fixed by the council.

All indentures of lease shall provide that the council may terminate the same at its pleasure and repossess the premises therein described, upon written advance notice equivalent to either 30 days or a maximum of five percent (5%) of the total lease term period as specified in the lease, but not including option periods, and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee.

In the event of their failure to agree upon the market value of the improvements within thirty days from and after their appointment, said two appraisers may appoint a third appraiser as a member of said board, and the determination of the majority of said board of appraisers, as to the market value of the improvements, shall be final and conclusive and binding on all concerned. Should the two appraisers by the council and the lessee respectively, fail for forty days from and after their appointment to agree upon the market value of the improvements or to appoint a third appraiser, then upon the petition in writing of either party to any such lease, a judge of the superior court of Tulare County is hereby empowered to appoint the third appraiser upon such board; provided, however that the council shall not terminate any such lease or repossess any such premises except for a public use and purpose; provided, further, that no lease of city property shall be made for

a maximum term of more than fifty years.

For any month-to-month lease of city property, or lease of city property to State or Federal entities or agencies/subdivisions thereof, the above notice requirements shall not be required, and responsibility for improvements and any associated reimbursement may be negotiated and set forth in the terms of the lease.

#### **2014 FREEHOLDERS CHARTER AMENDMENT #11**

Section 74 is hereby added as follows:

##### **Sec. 74 Violations.**

This section shall apply only if a penalty/violation is not otherwise explicitly provided for in the Charter. A violation of any provision of this Charter shall be a misdemeanor with maximum fines and imprisonment as allowed by law, except that such violation may be prosecuted as an infraction, at the discretion of the City Attorney.

Any violation of this Charter may be prosecuted in the name of the People of the State of California or may be redressed by the City through any legal or equitable remedies; including but not limited to civil action and/or injunction, or administrative citation in accordance with adopted City ordinances. To the fullest extent allowed by law, civil remedies may be utilized in addition to or as an alternative to criminal enforcement.

The City shall be authorized to recover its full costs, including reasonable attorneys' fees, for the enforcement of any violation of this Charter or Municipal Code. The City Council is authorized to adopt any necessary or appropriate ordinances to implement this section of the Charter.

#### **2014 FREEHOLDERS CHARTER AMENDMENT #12**

A portion of Section 9, consisting of the third complete paragraph thereof is amended by substituting in lieu thereof, the following:

##### **Section 9, Paragraph 3:**

The members of the council shall each receive compensation equivalent to the hourly California State Minimum Wage, as from time-to-time may be adjusted, for all meetings attended by the council members, if authorized to attend by the City Council. Said amount shall be paid incrementally as permitted by State law. This amendment shall go into effect upon commencement of each council-member's new term and subject to any other applicable statutory or constitutional restrictions.

#### **2014 FREEHOLDERS CHARTER AMENDMENT # 13**

A portion of Section 12, consisting of the seventh complete paragraph thereof is amending by substituting in lieu thereof, the following:

**Section 12, Paragraph 7:**

No ordinance shall be passed by the council at any time other than at a regular meeting, and until its publication, in a manner and for a time period as determined and set forth by ordinance.

**2014 FREEHOLDERS CHARTER AMENDMENT #14**

A portion of Section 58, consisting of the second complete paragraph is amended by substituting in lieu thereof, and Paragraph 4 is hereby added as follows:

**Section 58, Paragraph 2:**

A system for retirement, disability death benefit and pension rights for employees and their dependents authorized by this section when established by the council, shall not be terminated without securing the approval of a majority of the electors of the City of Porterville at an election held therefor, except as may be permitted by applicable State law.

**Section 58, Paragraph 4:**

This Section shall be construed in accordance with the California Constitution and shall be deemed to allow the City to create, eliminate, or modify its pension and retiree healthcare benefits to the fullest extent permitted by the California Constitution and applicable law.

C. A special Municipal Election to consider the above referenced Charter Amendments is hereby called for June 3, 2014, for the City of Porterville and is to be consolidated with the General Municipal Election to be held on that date.

D. That on the ballot to be used at the Special Municipal Election, insofar as the same pertains to the proposed amendments to the Freeholders Charter of the City of Porterville, in addition to any matters required by law, there shall be printed substantially the following:

1. Measure ‘\_\_\_\_’ to amend numerous Sections of the Freeholders Charter of the City of Porterville to make certain technical, non-substantive revisions which do not materially alter, increase or decrease the home rule powers of the City of Porterville.

**“Should the Charter be amended to make certain technical, non-substantive revisions which do not materially alter, increase or decrease the home rule powers of the City of Porterville?”**

2. Measure ‘\_\_\_\_’ to amend the Freeholders Charter of the City of Porterville to change the election date for Council seats to be the same as the date for the Federal General election for federal officers.

**“Should the Charter be amended to change the election date for Council seats to be the same as the date for the Federal General election for federal officers in the State of California?”**

3. Measure ‘\_\_\_\_’ to amend the Freeholders Charter of the City of Porterville to allow City Council meetings to be held at publicly-owned facilities in addition to City Hall.

**“Should the Charter be amended to allow City Council meetings to be held at publicly-owned facilities in addition to City Hall?”**

4. Measure ‘\_\_\_\_’ to amend the Freeholders Charter of the City of Porterville to provide that a Council seat becomes vacant if, without permission from the Council, a City Councilmember removes or absents himself/herself from the City for more than forty-five (45) days or fails to attend five (5) consecutive regular meetings unless prevented from attending by sickness, and in that event after a period of ninety (90) days.

**“Should the Charter be amended to provide that a council member seat becomes vacant if, without permission from the Council, a council member removes or absents himself/herself from the City for more than forty-five (45) days, fails to attend five (5) consecutive regular meetings, unless prevented from attending by sickness, and in that event after ninety (90) days?”**

5. Measure ‘\_\_\_\_’ to amend the Freeholders Charter of the City of Porterville to provide that the City Manager is limited to maximum severance pay equivalent to twelve (12) months salary, but subject to additional restrictions set forth by State law and the City Council’s discretion.

**“Should the Charter be amended to provide that any severance pay to the City Manager is limited to the equivalent of a maximum of 12 months salary, subject to any other restrictions set forth by State law and further limitations as authorized by the City Council?”**

6. Measure ‘\_\_\_\_’ to amend the Freeholders Charter of the City of Porterville to provide that expenditures must be authorized by a majority vote of the City Council, that following every Council election the City Council may adjust, by majority vote and Resolution, the amount of money that may be expended without additional prior authorization, that indebtedness shall be incurred on behalf of the City only if authorized by a four-fifths (4/5) vote of the Council, that following every Council election the City Council may adjust, by a four-fifths (4/5) vote and Resolution, the amount of indebtedness that may be incurred.

**“Should the Charter be amended to require majority vote approval of expenditures, allow the City Council to set, by majority vote and resolution after each Council election, the maximum amount of expenditure of City funds allowed without prior Council approval; require a 4/5 majority vote approval for indebtedness, and allow the Council to set, by 4/5 majority vote and**

**resolution after each Council election, the maximum amount of indebtedness allowed without prior Council approval?"**

7. Measure '\_\_\_' to amend the Freeholders Charter of the City of Porterville to provide that the City, as a Charter City, has the power to perform public projects, improvements, and repairs using its own forces, regardless of cost, and to provide that the City Council may, only in cases of emergency including circumstances resulting in imminent threat to public health and/or safety, by 4/5 majority vote, proceed without otherwise adhering to competitive bidding requirements.

**"Should the Charter be amended to provide that the City has the power to perform public projects, improvements, and repairs using its own forces, regardless of cost, and to provide that the City Council may, only in cases of emergency including circumstances resulting in imminent threat to public health and/or safety, by 4/5 majority vote, proceed with otherwise adhering to competitive bidding requirements?"**

8. Measure '\_\_\_' to amend the Freeholders Charter of the City of Porterville to raise the bid limit for public projects to \$50,000.00 (subject to further potential limitations by the City Council considered annually and set by ordinance).

**"Should the Charter be amended to raise the bid limit to \$50,000.00, concerning public projects subject to competitive bidding, with further restrictions considered by the Council annually?"**

9. Measure '\_\_\_' to amend the Freeholders Charter of the City of Porterville to provide that a violation of this section is a misdemeanor and subject to additional consequences, including forfeiture of office if convicted. Said measure would also place the current last two paragraphs of this section pertaining to political activities of officers and employees, into a new separate section.

**"Should the Charter be amended to provide that a violation of this section (interference with the performance of duties of the City Manager) is a misdemeanor and subject to additional consequences, including forfeiture of office if convicted, and that the portion of this Charter section pertaining to officer and employee political activities be moved to and restated in a new Charter section?"**

10. Measure '\_\_\_' to amend the Freeholders Charter of the City of Porterville to require that leases of City property have a clause providing that the City Council may terminate the lease upon written advance notice equivalent to either 30 days or a maximum of five percent of the total lease term period as specified but not including option periods, and upon paying the lessee market value of any improvements as set forth, and clarifying that these requirements shall not be required for month-to-month leases or leases of city property to State and Federal agencies.

**“Should the Charter be amended to require that leases of City property may be terminated by the City upon advance notice equivalent to either 30 days or a maximum of 5% of the total lease term period but not including option periods, and upon paying the lessee market value of improvements as set forth, and clarifying that these requirements shall not apply to month-to-month, or State or Federal, leases?”**

11. Measure ‘\_\_\_’ to amend the Freeholders Charter of the City of Porterville, adding a new Charter section establishing penalties and remedies for violations of the Charter, where no other penalty or remedy is otherwise specified, and providing penalties and remedies as generally provided for in the City’s Municipal Code.

**“Should the Charter be amended to add a new Charter section establishing penalties and remedies for violations of the Charter, where no other penalty or remedy is otherwise specified, and providing for penalties and remedies as generally provided for in the City’s Municipal Code?”**

12. Measure ‘\_\_\_’ to amend the Freeholders Charter of the City of Porterville, to provide that members of the council shall receive compensation equivalent to the hourly California State Minimum Wage, as from time-to-time may be adjusted by State law, for all meetings attended by the member as approved by the City Council.

**“Should the Charter be amended to provide that council members shall receive compensation equivalent to the hourly California State Minimum Wage, as from time-to-time may be adjusted by State law and then by ordinance, for all meetings attended by the members as approved by the City Council, with compensation only becoming effective upon commencement of each council-member’s new term and subject to any other applicable statutory or constitutional restrictions?”**

13. Measure ‘\_\_\_’ to amend the Freeholders Charter of the City of Porterville, to provide that ordinance publication requirements shall be set by City ordinance.

**“Should the Charter be amended to provide that the ordinance publication requirements shall be set by City ordinance?”**

14. Measure ‘\_\_\_’ to amend the Freeholders Charter of the City of Porterville, to provide that the City employee retirement, pension, or disability/death benefits when established by the Council shall not be terminated without approval of the majority of the electors except as may be permitted by the California Constitution and applicable law, and that the City retains its full power to create, modify, or eliminate its pension and retiree healthcare benefits in accordance with the California Constitution.

**“Should the Charter be amended to provide that the City employee retirement, pension, or disability/death benefits shall not be terminated except as may be permitted by the California Constitution and applicable law, and to clarify that the City retains its full power to create, modify or eliminate its**

**pensions and retiree healthcare benefits subject to the California Constitution?"**

E. Each proposed measure shall pass if approved by a majority (50% plus one) of the voters, and as provided by applicable law.

F. That the City Clerk of the City of Porterville be, and is hereby authorized and instructed to, publish said proposed Amendments in the Porterville Recorder, a newspaper of general circulation, as required by the provisions of Elections Code Section 12114 and Government Code Section 6066.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of March, 2014.

\_\_\_\_\_  
Cameron Hamilton, Mayor

ATTEST:

John Lollis, City Clerk

\_\_\_\_\_  
By: Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: MARCH 4, 2014

SUBJECT: WATER CONSERVATION

SOURCE: Public Works Department - Field Services

COMMENT: At the January 21, 2014, City Council meeting, Council approved Resolution 10-2014, a resolution of support of Governor Brown's declaration of a state of emergency due to drought conditions. The rainfall totals throughout the State are at record lows and the city of Porterville is now entering its third year of significantly reduced rainfall, with Lake Success storage levels remaining low and virtually no snow pack currently in the Southern Sierra Nevada Mountains. Council indicated that such drought conditions will have devastating impacts on the agricultural industry, which will have widespread adverse environmental, economic and social impacts on the people of California and the city of Porterville.

Governor Brown has declared that California is in a state of emergency, coming out of the driest year on record and facing water shortfalls. The summer months are approaching with typically higher water consumption by our customers. The Governor's message is that California residents need to voluntarily reduce their immediate consumption by 20%. As such, water conservation and awareness are a high priority. Media information and program participation by the community in the past have had a noticeable impact on the city's water consumption during peak usage months. The local media have covered the California drought conditions very well in the past couple of months and the residents of Porterville are already very well informed of the devastation the drought can cause.

Water shortages have been predicted to occur in the neighboring communities of Springville, Lindsay, Strathmore and Terra Bella due to their dependence on surface water. State agencies are working to make emergency accommodations to meet these communities' basic health and safety needs, but it is not certain how this will be accomplished.

The city of Porterville's water supply is produced entirely from ground water wells. We also have 10 million gallons of storage tank capacity, which helps with summer peaking demands.

While Porterville may be in a better position water wise right now, the drought impact will be felt statewide and could affect our ground water in the future. The water level in our 35 wells has dropped an average of 22 feet from the summer of 2012 to the summer of 2013. If the drought continues and water levels continue to drop, we may experience pumping problems in the next few years. However, the drop in water level noted

Dir RL Appropriated/Funded MB CM J

Item No. 20

herein is not dissimilar in magnitude from what the city has experienced in past very dry periods. The city's aquifers have proven to be quite resilient and time and again have recovered satisfactorily during the wet years.

The City of Porterville is currently in Phase I of the City's Water Conservation Plan. Phase II applies during periods when there is a water supply shortage. Staff recommends that council move into Phase II of the City's Conservation Plan. Phase II implementation is as follows:  
(see attached Water Conservation Plan for the other phases)

## **PHASE II**

### **Applies during periods when there is a water supply shortage.**

When water supply conditions start to deteriorate, it would be incumbent upon the City to implement mandatory water conservation provisions.

### **ACTIONS BY THE CITY:**

#### **I. Public Information Program**

The City will pursue a more aggressive distribution of information than its efforts initiated in Phase I to promote public awareness of the need to conserve water with a stronger emphasis on the water shortage condition.

#### **II. Water System Pressure Reduction**

The City's water system may experience reduced water pressures during high usage periods. This may deter water use for nonessential activities and encourage scheduling of landscape watering to late nights or early mornings.

#### **III. City Landscapes and Watering Schedules**

All City parks, median islands and public facility landscapes will be watered during the late night or early morning hours to reduce impact on the water system during peak usage hours.

#### **IV. Leak Detection - Water Waste**

The City will continue in its proactive plan to audit water supply usage. All City staff will be reminded of the necessity of reporting any evidence of leaks or water waste for immediate action. There will be an emphasis on coordinated community efforts to reduce water waste.

#### **V. Waste of Water Notices**

City staff will issue "Waste of Water" notices to consumers identified as misusing water.

#### **VI. Voluntary Odd/Even Watering Days**

Increase public education on program initiated from Phase I.

## **VII. Continuation of all Conservation programs from Phase I**

### **ACTIONS BY THE GENERAL PUBLIC:**

#### **I. Conservation Efforts:**

The general public will be strongly encouraged to utilize those water conservation measures contained within the City's public information program.

#### **II. Restaurants:**

Notices will be sent to all restaurants within the city limits requesting support of water conservation efforts by serving water to customers upon request only.

#### **III. Lawn and Landscaping Watering:**

All residential, commercial and industrial landscape watering should be reduced to a minimum and avoided between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m.

#### **IV. Vehicle Washing and Sidewalk Hosing:**

- A. Vehicle washing should be accomplished either by automatic car washes that recycle water or with buckets and hoses equipped with a shut-off nozzle.
- B. Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies, or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."

Porterville has always been a community which promotes ideals, such as Water Awareness, in coordination with the *California Water Awareness Campaign* that was created as a result of the last major drought from 1987 to 1992. To help conserve our precious water resources, the City of Porterville Water Utilities Division is requesting that we start our water awareness campaign prior to the historical declaration of May being designated as Water Awareness Month. Staff is recommending an aggressive public outreach campaign utilizing education programs in our community. The campaign emphasis will be a need for water awareness and conservation developed through media campaign materials and water saving ideas. City staff wants to work to inform the citizens of Porterville of their responsibility to use water as a precious resource and as conservatively as possible.

At the last meeting, Council indicated they may want to make changes to the Water Conservation Plan. Modifications to the plan, if any, can be acted upon at this meeting, and will be brought back for consent approval at the March 18, 2014, Council meeting.

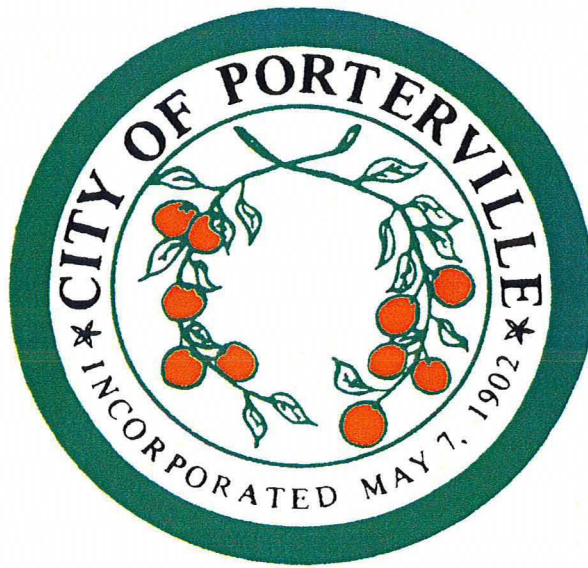
Staff recommends that Council urge everyone to conserve at least 20% of their water uses now and move into Phase II of the Water Conservation Plan, which will further emphasize the Governor's Declaration of a State of Emergency as we approach a time of seasonal demand.

RECOMMENDATIONS: That City Council:

1. Encourage the community to conserve 20% of their water uses; and
2. Move into Phase II of the City's Water Conservation Plan.

ATTACHMENTS: Water Conservation Plan  
Water Conservation Materials

# WATER CONSERVATION PLAN



APRIL 2009

# WATER CONSERVATION PLAN

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## PREFACE

The City of Porterville water system is municipally-owned with more than 14,800 service connections, 99% of which are metered, serving a population of over 51,500, with approximately 1,100 service connections outside the city limits. Water supplies for the City system are produced entirely from groundwater underlying the City, which is recharged from rainfall and runoff of the Western Sierra Nevada. The major stream contributing to recharge of the Tule Basin Aquifer underlying Porterville is the Tule River.

Storage capacity represents over ~~six~~ TEN\* million gallons within the distribution system and ~~three~~ FIVE\* hillside reservoirs, ~~two~~ THREE\* with a capacity of three-million gallons and one with a capacity of FIVE hundred thousand\*, and one with three hundred thousand gallons. \*(To be Revised with next modification of Policy)

A telemetry system controls the operation of 22 of the City's 35 active well pumps to maintain system pressure under varying loads. The water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system.

Water conservation and awareness have always been areas of concern for the Porterville community. Less than normal rainfall and runoff makes efforts to promote water conservation a high priority. In addition to the benefits of conserving water as a limited natural resource, additional benefits accrue to the community in the form of a reduced impact on the Wastewater Treatment Plant and a reduction in energy costs when water supplies are conserved.

It is vitally important that the Water Conservation Plan be a joint partnership between the City and the General Public in order to achieve optimal effect. The Plan has been developed in three phases with each phase defined in terms of the available water supply:

Phase I : Applies during periods when a normal water supply is available.

Phase II: Applies during periods when there is a water supply shortage.

Phase III: Applies during periods when there is a severe water supply shortage.

Actions within each phase have been defined as either actions to be undertaken by the City or by the General Public. Due to the number of variables which affect the water conditions in existence at any one point in time, a City staff analysis of those variables will be utilized in determining the transition of the City from one phase to a more (or less) stringent phase. At such time as staff determines that water supply conditions warrant a phase change, staff will present the request to the City Council for their approval.

This plan differs from other valley community plans because the City of Porterville is in a more favorable position of having almost all of its water customers metered, which allows the City to basically control the water conservation program.

## CITY WATER SYSTEM

The City has always been diligent in its efforts to provide sufficient safe and affordable drinking water to the residents of the community. Water conservation has long been a permanent part of the City's water resource management program. Efforts to that end include:

### NEW WELLS:

Over the past five years three new wells have been added to the City water system in order to serve the needs of the community. Two additional wells are planned for completion within the next few years.

### TELEMETRY SYSTEM:

This system controls the operation of the well pumps to maintain system pressure under varying loads. Water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system. Water is usually pumped to the reservoirs during the off-peak usage hours for later use by consumers. This system was designed for use by the City's most efficient and productive wells with additional energy cost savings.

### RESERVOIRS:

The City currently operates and maintains ~~three~~ FIVE\* hillside reservoirs - ~~two (2)~~ THREE (3)\* with a capacity of three-million-gallons and one (1) with a capacity of 550,000\* gallons and one with a capacity of 305,000 gallons. The ~~two~~ THREE\* largest reservoirs are usually filled during off-peak hours and then release water during the high usage hours. There is also a 300,000 gallon reservoir located at the Airport which is also part of the City system, the reservoirs increase the City's ability to maintain system pressure during peak demand and fire flow situations. ~~Site acquisition has been accomplished for the City's third proposed three million gallon reservoir.\*~~ \*(To be Revised with next modification of Policy)

### METERIZATION PROGRAM:

With over 99% of all service connections metered, the City has a goal of 100% meterization. All new connections are required to have meters.

### UTILITY BILLING NOTICE:

The City's computerized utility billing system provides consumers with their current and past water usage history for comparison purposes. While variations may be attributable

to a change known to the consumer (ie; additional persons in the home, addition of a swimming pool), it may also be the result of an undetected leak or other controllable occurrence.

#### WATER AUDIT/LEAKAGE DETECTION & REPAIR PLAN:

The City will continue in its proactive plan to audit water supply usage. Upon detection of the source of any leakage, corrective action will be taken immediately in order to promote the efficient use of the existing water supply and in turn reduce the energy required to operate the system.

#### NEW WATER LINE TESTING:

The City requires full pressure and leak testing of all newly constructed water lines.

#### FIRE HYDRANT TESTING:

The City Fire Department schedules their annual fire hydrant testing program during the early spring and late fall to avoid the peak water use season. Such testing is required to maintain the integrity of the fire protection system.

## **PHASE I**

### **Applies during periods when a normal water supply is available**

The effectiveness of any voluntary plan ultimately depends on the public's awareness of the need for the plan. Local residents have a history of commitment to their community and support of the public welfare. It is a reliance upon this tradition that makes the distribution of public information the cornerstone of the City's Water Conservation Plan.

### **ACTIONS BY THE CITY:**

#### **I. Public information Program**

- A. Distribution of suggestions for residential, commercial and industrial water conservation and awareness.
- B. Coordination of public information with the local news media.
- C. City participation in Water Awareness Month (May).
- D. Lawn and Landscape Watering Guides will be made available upon request.
- E. City staff will coordinate with local nurseries to compile a list of low-water using trees and plants. The list will be made available at City Hall, the Corporation Yard, and the Parks & Leisure Services Department for local residents.
- F. Coordination with local schools to encourage young people to become aware of local water issues and conditions.

#### **II. Project Review Committee**

- A. The City's Project Review Committee (PRC) will include the evaluation of all submitted projects for water use and conservation efforts. The goal of City staff in cooperation with the developer will be to voluntarily reduce consumption of water used in the project.
- B. City staff will assist the developer in familiarization with the Xeriscape Concept, combining creative landscaping and efficient irrigation to save water and promote attractive alternatives to traditional, high-water use landscapes.

### **III. City Landscapes and Watering Schedules**

- A. City parks, median islands, and landscaped public facilities will be watered during late night or early morning hours to the greatest extent possible.
- B. All new landscaping projects undertaken by the City will incorporate conservation design.

### **IV. Retrofit Bathroom Facilities**

Water saving kits which contain toilet water conservation and low-flow shower head devices will be made available to City water consumers, both residential and commercial, upon request, as funds are available.

### **V. Fire Hydrant Testing**

The City's fire hydrant testing program will be scheduled during non-peak water usage times to the greatest extent possible without impairing the integrity of the City's fire protection service.

### **ACTIONS BY THE GENERAL PUBLIC:**

- A. The general public will be encouraged to utilize those water conservation measures contained within the City's public information program.
- B. *Voluntary Odd/Even watering program is encouraged as follows:*
  - 1. *No watering on Mondays*
  - 2. *Addresses ending in an Odd number will water on Tuesday, Thursday and Saturday; and*
  - 3. *Addresses ending in an Even number will water on Wednesday, Friday and Sunday.*
- C. *Advise Public to turn off sprinklers on rainy days.*

## **PHASE II**

### **Applies during periods when there is a water supply shortage**

When water supply conditions start to deteriorate it would be incumbent upon the City to implement mandatory water conservation provisions.

### **ACTIONS BY THE CITY:**

#### **I. Public Information Program**

The City will pursue a more aggressive distribution of information than its efforts initiated in Phase I to promote public awareness of the need to conserve water with a stronger emphasis on the water shortage condition.

#### **II. Water System Pressure Reduction**

The City's water system may experience reduced water pressures during high usage periods. This may deter water use for nonessential activities and encourage scheduling of landscape watering to late nights or early mornings.

#### **III. City Landscapes and Watering Schedules**

All City parks, median islands and public facility landscapes will be watered during the late night or early morning hours to reduce impact on the water system during peak usage hours.

#### **IV. Leak Detection - Water Waste**

The City will continue in its proactive plan to audit water supply usage. All City staff will be reminded of the necessity of reporting any evidence of leaks or water waste for immediate action. There will be an emphasis on coordinated community efforts to reduce water waste.

#### **V. Waste of Water Notices**

City staff will be equipped to issue "Waste of Water" notices to consumers identified as misusing water.

#### **VI. Voluntary Odd/Even Watering days**

Increase Public education on program initiated from phase I

## **VII. Continuation of all Conservation programs from Phase I**

### **ACTIONS BY THE GENERAL PUBLIC:**

#### **I. Conservation Efforts:**

The general public will be strongly encouraged to utilize those water conservation measures contained within the City's public information program.

#### **II. Restaurants:**

Notices will be sent to all restaurants within the City limits requesting support of water conservation efforts by serving water to customers upon request only.

#### **III. Lawn and Landscaping Watering:**

All residential, commercial and industrial landscape watering should be reduced to a minimum and avoid watering between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m.

#### **IV. Vehicle Washing and Sidewalk Hosing:**

- A. Vehicle washing should be accomplished either by automatic car washes that recycle water or with buckets and hoses equipped with a shut-off nozzle.
- B. Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."

## PHASE III

Applies during periods when there is a severe water supply shortage

### ACTIONS BY THE CITY:

#### I. Public Information Program:

The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.

#### II. Rate Structure Enhancement:

A 20% rate increase on all residential and landscape accounts will go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenue from water conservation.

#### III. City Landscapes and Watering Schedules

All City parks, median islands and public facility landscapes will continue to be watered during the late nights or early morning hours to confine impact on the water system to off-peak usage hours. **If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.**

#### IV. *Continuation of all Conservation programs from Phases I and II in addition to Phase III regulations*

### ACTIONS BY THE GENERAL PUBLIC:

- A. Landscape watering shall not be done between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m.
- B. Sidewalk and driveway washing will be prohibited.



## PUBLIC WORKS DEPARTMENT

The City of Porterville would like to thank all of its water customers for their past practices and efforts to conserve our water supply. We will, once again be asking customers for their cooperation by participating in the voluntary Odd/Even watering schedule, beginning May 1st. The schedule will be as it appears in the display below.

<b>VOLUNTARY ODD / EVEN WATERING</b>						
MON	TUE	WED	THU	FRI	SAT	SUN
<b>DO NOT WATER</b>	<b>OK TO WATER</b>	<b>OK TO WATER</b>	<b>OK TO WATER</b>	<b>OK TO WATER</b>	<b>OK TO WATER</b>	<b>OK TO WATER</b>
—	ODD	EVEN	ODD	EVEN	ODD	EVEN
<b>ODD ADDRESS    GREEN</b>						
<b>EVEN ADDRESS    BLUE</b>						

This plan requests you to water your lawn and shrubs according to your street address. If your address ends with an "odd" number, 1, 3, 5, 7 or 9 your watering days are Tuesday, Thursday and Saturday. If your address ends with an "even" number, 0, 2, 4, 6, or 8, your watering days are, Wednesday, Friday and Sunday. There is "NO" watering on Mondays and landscape watering should be reduced to a minimum. We are also asking that you avoid watering between the hours of 5:00 A.M. to 10:00 A.M. and 5:00 P.M. to 10:00 P.M. Should you have any questions or would like additional information, please contact the Field Services Division at 782-7514.

**WATER CONSERVATION HELPS SAVE RESOURCES AND MONEY!**



Welcome  
to the  
Good Life

CITY OF  
PORTERVILLE  
California



## DEPARTAMENTO DE SERVICIO PUBLICO

La Ciudad de Porterville quisiera agradecer a todos los clientes de agua por sus ultimos esfuerzos y practicas de conservar nuestra agua. De nuevo, pedimos a clientes su apoyo de participar voluntariamente en el programa de impar/par de regar, comenzando el 1 de Mayo 2008. El horario sera como aparece en la exhibición abajo.

### VOLUNTARIO IMPAR/PAR REGAR

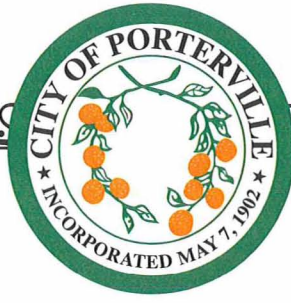
Lunes	Martes	Miercoles	Jueves	Viernes	Sabado	Domingo
<b>NO REGAR</b>	<b>SI REGAR</b>	<b>SI REGAR</b>	<b>SI REGAR</b>	<b>SI REGAR</b>	<b>SI REGAR</b>	<b>SI REGAR</b>
—	IMPAR	PAR	IMPAR	PAR	IMPAR	PAR

DIRECCIÓN: **VERDE**  
IMPAR

DIRECCIÓN: **AZUL**  
PAR

Este plan pide que usted riege su césped y arbustos según su dirección de calle. Si su dirección termina con un número impar, 1,3,5,7 o 9 sus días de riego son Martes, Jueves y Sábado. Si su dirección termina con un número par, 0,2,4,6, o 8 sus días de riego son Miércoles, Viernes y Domingo. No se riega el Lunes y el riego del paisaje se debe reducir a un mínimo. También estamos preguntando que usted evite regar entre las horas del 5:00 A.M. al 10:00 A.M. de la mañana y de las 5:00 P.M. al 10:00 P.M. de la tarde. Si usted tiene preguntas o quisiera mas información adicional, llame la división de servicios de campo. 782-7514.

**LA AYUDA DE CONSERVACION DE AGUA AHORRAN RECURSOS Y DINERO!**



# CITY OF PORTERVILLE

## WATER AWARENESS MONTH

*With the longer days and warmer temperatures of Spring and the coming Summer months, our water usage increases in Porterville. To help conserve our precious water resources, the City of Porterville Water Utilities Division encourages its customers to join them in celebrating May as Water Awareness Month.*

*Educating our customers on the need for water awareness and conservation is an important component of our operations. Even the small acts of conservation at home can have a tremendous impact on Porterville's water supply.*

## You Can Conserve!

*In honor of Water Awareness Month, the City of Porterville Water Utilities Division encourages its customers to make an extra effort in May to conserve water. Making minor changes will help us stretch our existing water supplies.*

### **Run only full loads in the washing machine.**

- Water Saved: 800 gallons per month

### **Wash dishes in dishwasher, not by hand.**

- Water Saved: 8-10 gallons per load

### **Install water saving showerheads and take shorter showers.**

- Water Saved: 800 gallons per month

### **When washing your car, use a shut-off nozzle on your hose.**

- Water Saved: 5-8 gallons per use