#### CITY COUNCIL AGENDA CITY HALL, 291 N. MAIN STREET PORTERVILLE, CALIFORNIA SEPTEMBER 16, 2014, 5:30 P.M.

Call to Order Roll Call

#### **CITY COUNCIL CLOSED SESSION:**

- A. Closed Session Pursuant to:
  - **1-** Government Code Section 54956.8 Conference with Real Property Negotiators/Property: APN 253-193-008. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Sierra View District Hospital. Under Negotiation: Terms and Price.
  - **2-** Government Code Section 54956.8 Conference with Real Property Negotiators/Property: APN 253-182-009. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Pacifica First National, Inc. Under Negotiation: Terms and Price.
  - **3**-Government Code Section 54957.6 Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.
  - **4-** Government Code Section 54956.9(d)(1) Conference with Legal Counsel Existing Litigation: City of El Centro, et al. v. David Lanier, et al., San Diego County Superior Court Case No. 37-2014-00003824-CU-WM-CTL.
  - **5-** Government Code Section 54956.9(d)(1) Conference with Legal Counsel Existing Litigation: California Healthy Communities Network v. City of Porterville, California Court of Appeal, Fifth District, Case No. F067685.
  - **6-** Government Code Section 54956.9(d)(1) Conference with Legal Counsel Existing Litigation: People v. Magana, Tulare County Superior Court Case No. PCF 294762.
  - 7- Government Code Section 54956.9(d)(3) Conference with Legal Counsel Anticipated Litigation Significant Exposure to Litigation: One Case in which facts are not yet known to potential plaintiff.

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

Pledge of Allegiance Led by Vice Mayor Hamilton Invocation

#### **PRESENTATIONS**

Consolidated Plan and Housing Element

#### **PROCLAMATIONS**

Relay for Life Days – October 4-5, 2014

#### **AB 1234 REPORTS**

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

- 1. League of California Cities Annual Conference September 3-5, 2014
- 2. Tulare County Association of Governments (TCAG) September 15, 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 September 9, 2014
  - 3. Youth Commission September 8, 2014
  - 4. Arts Commission
- II. Staff Informational Reports
  - 1. National Drug Take Back Day Re: Informational report regarding event to take place on September 27, 2014.
  - 2. Water Conservation Phase II, Water System Status Re: Informational report regarding status of the City's water system.

#### **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 January 21, 2014

#### 2. Award of Contract – Island Annexation Sewer Project (Area 459A and 459C)

Re: Considering awarding contract in the amount of \$1,155,064 to Steve Dovali Construction of Fresno for the project consisting of the installation of 13,330 lineal feet of 8" and 6" diameter sewer mains, 30 sewer manholes and 367 sewer laterals in the areas generally bounded by the Porter Slough on the north, Walch Street on the east, Westwood Street on the west and Putnam Avenue on the south, and each side of Belmont Street between Henderson Avenue and Mulberry Avenue

#### 3. This Item Has Been Moved to Scheduled Matters

#### 4. Award of Contract – On-Call Consulting Service

Re: Considering authorization to negotiate on-call contracts with Hopper Company, Hamner Jewell & Associates, and Bender Rosenthal for right-of-way and surveying services.

5. Acceptance of Final Subdivision Map – Riverview Estates No. 5 (Gary Smee)

Re: Considering approval of the final subdivision map of Riverview Estates No. 5 and acceptance of all offers of dedication from Smee Builders, Inc.

6. Plano Bridge – Augment to Construction Management and Construction Support Service Agreements

Re: Considering authorization to augment VSCE's and NV5's service agreement contracts by \$250,000 and \$30,000, respectively.

- 7. Authorization to Purchase Water Shares and/or Surface Water for Groundwater Recharge Re: Considering approval of a \$50,000 increase in the 2014/2015 allocation for the purchase of surface water and or water shares; and authorizing the Public Works Director to purchase surface water for recharge and purchase or bid on water shares in an amount not to exceed \$150,000.
- 8. Renewal of Agreement with Kings/Tulare Area Agency on Aging to Facilitate a Senior Nutrition Program

Re: Considering approval of renewing Agreement with Kings/Tulare Area Agency on Aging to facilitate the continuance of a Senior Nutrition Program.

- 9. Consideration of Street Closure for Zalud House Museum Pioneer Days & Rib Cook-Off Re: Considering approval of a request to temporarily close Main Street between Putnam and Morton Avenues and Thurman and Cleveland Avenues between Division Street and the alley west of Second Street for the Zalud House Museum Pioneer Days & Rib Cook-Off.
- 10. Approval for Community Civic Event Family Healthcare Network Cocola Broadcasting Companies Fiesta De La Familia and Health and Safety Fair Sunday, October 12, 2014

Re: Considering approval of an event to take place on October 12, 2014, at Veterans Park.

11. Request for Proclamation – Constitution Week – September 17-23, 2014

Re: Considering approval of a request to proclaim September 17-23, 2014, as Constitution Week

- 12. This Item Has Been Removed
- 13. 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**

14. Budget Adjustment/Citizens' Option for Public Safety (COPS) Program Funding Re: Consideration of the acceptance of the 2014/2015 Citizens' Option for Public Safety grant of \$100,000 to support Patrol Division personnel and operational costs.

#### 15. Draft Ordinance Concerning Medical Cannabis/Marijuana Cultivation

Re: Consideration of a draft ordinance concerning medical cannabis/marijuana cultivation and dispensaries.

#### **SCHEDULED MATTERS**

#### 16. Proposed Update to Annexation & Municipal Services Policies and Procedures

Re: Consideration of proposed amendments to policies and procedures pertaining to annexation and provision of municipal services.

#### 17. Award of Contract – Reclamation Area Lease

Re: Consideration of the award of contract for the lease of the City's Reclamation Area.

#### 18. Consideration of Scheduling City Council Goal and Priority Setting

Re: Consideration of the scheduling of a goal setting session and methodology to be employed for setting goals and priorities in the future.

Adjourn the City Council Meeting 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 SEPTEMBER 16, 2014

Roll Call: Agency Members/Chairperson

### WRITTEN COMMUNICATIONS ORAL COMMUNICATIONS

#### SUCCESSOR AGENCY SCHEDULED MATTERS

#### SA-1. Successor Agency Review and Approval of Proposed Administrative Budget

Re: Consideration of a resolution approving the Administrative Budget for the period of January 1, 2015, through June 30, 2015.

#### SA-2. Review and Approval of Draft Recognized Obligation Payment Schedule (ROPS)

Re: Consideration of a resolution approving the ROPS 14-15B for the period of January 1, 2015, through June 30, 2015.

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

#### ORAL COMMUNICATIONS

#### **OTHER MATTERS**

#### **CLOSED SESSION**

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

#### **ADJOURNMENT** - to the meeting of October 7, 2014.

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

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

COUNCIL AGENDA: SEPTEMBER 16, 2014

SUBJECT: NATIONAL DRUG TAKE BACK DAY

SOURCE: Public Works Department - Field Services Division

COMMENT: On Saturday, September 27, 2014, Tulare County law enforcement

agencies are participating in National Drug Take Back Day. The event is free to all Tulare County residents and no questions will be asked. This event will be held in Porterville at the Sheriff Sub-Station, located

at 379 North 3rd Street, from 10:00 a.m. to 2:00 p.m.

The types of drugs accepted include expired, unwanted, or unused pharmaceutical controlled substances and other medications and vitamins, including pet medications. Residents are asked to pour dry medication into a sealable plastic bag and to remove personal information from the containers. Liquid medications should be kept in the original container and placed into sealable plastic bags.

All Tulare County residents, including Living Care Facilities and Senior Care Facilities, may participate in this drop-off event. However, medications from hospitals, pharmacies, doctor, and veterinarian offices will not be accepted.

RECOMMENDATION: Informational Item

ATTACHMENTS: National Drug Take Back Day Flyer

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#### National Drug Take Back Day September 2014

The Event is Free and No Questions are Asked.

#### Types of Drugs Accepted:

Expired, unwanted, or unused pharmaceutical controlled substances and other medications and vitamins, including pet medications.

Pour dry medication into a sealable plastic bag. Remove personal information from the containers and then place the container and lid in Recycling.

Keep liquid medication in its original container and then place it into a sealable plastic bag.

#### Who Can Drop Off Medication?

- -Residents End Users
- -Living Care Facilities End Users
- -Senior Care Facilities End Users

Medications from hospitals, pharmacies, doctor and veterinarian offices, etc. will not be accepted.

LAW ENFORCEMENT AGENCY	ADDRESS	HOURS OF OPERATION	
Cutler-Orosi Sheriff's SubStation	40765 Road 128, Cutler		Saturday September 27 10am-2pm
Dinuba Police Department	680 S Alta Ave		Saturday September 27 10am-2pm
Exeter Police Department	100 N C St	Monday-Friday September 22-26 Sam-5pm	
Lindsay Dept. of Public Safety	185 North Gale Hill		Saturday September 27 10am-2pm
Farmersville Police Department	909 W. Visalia Rd.	Monday-Friday September 22-26 8am-12noon	Saturday September 27 10am-2pm
Pixley Sheriff's SubStation	161 N. Pine St.		Saturday September 2' 10am-2pm
Porterville Sheriff's SubStation	379 North 3rd St.		Saturday September 27 10am-2pm
Tulare City Hall - Rear Parking Lot (Does not accept liquid medication)	411 E. Kem Ave.		Saturday September 2' 10am-2pm
Visalià Police Department	303 S. Johnson		Saturday September 27 10am-2pm
Tulare County Sheriff's Office	2404 W. Burrel		Saturday September 27 10am-2pm
Woodlake Police Department	350 N. Valencia Blvd.	Friday September 26 10am-2pm	

September 4, 2014

COUNCIL AGENDA: SEPTEMBER 16, 2014

SUBJECT: WATER CONSERVATION PHASE II, WATER SYSTEM STATUS

SOURCE: Public Works Department - Field Services Division

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

An emergency regulation to increase conservation practices for all Californians became effective July 29, 2014. The new conservation regulation targets outdoor urban water use. This regulation establishes the minimum level of activity that residents, businesses and water suppliers must meet as the drought deepens and will be in effect for 270 days unless extended or repealed.

As a result of the emergency regulation, the City has implemented a Water Conservation Plan update that was approved by Council on August 19, 2014, as part of the resolution adopting the 2010 Urban Water Management Plan update. The City will continue a water awareness campaign, providing water conservation information and water saving ideas to the public. Staff also directly notifies any customer observed over using water by serving them with a door hanger advising them of our mandatory watering schedule and user restrictions.

The water system has been impacted from the lack of rain the last three years. Well yields have shown reductions in gallons per minute of about 18% compared to the 5-year average through June. However, due to the extraordinary response to the City's water conservation message by the citizens of Porterville, water production for the month of August 2014 decreased by 17% compared to the 5-year average and 12% decrease from 2013. Staff will continue to monitor ground water levels and production and will inform Council if conditions change, requiring Council action.

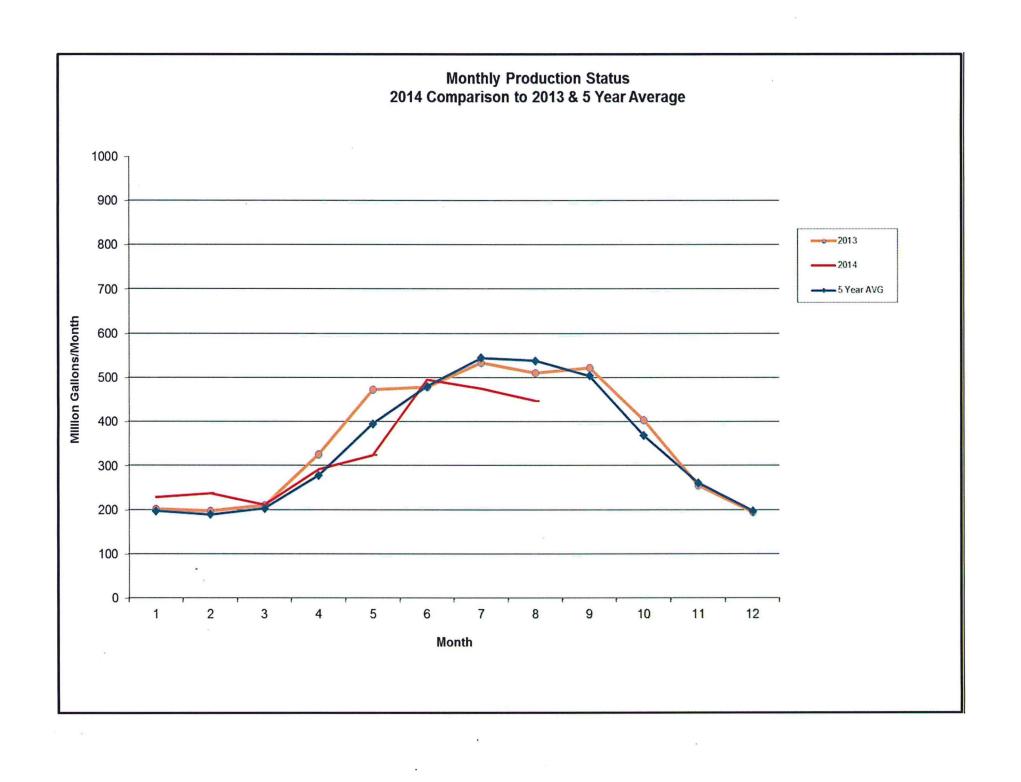
RECOMMENDATION: Informational Item

ATTACHMENTS: Production Graph

Drought Response Phase II Flyer

Dir Appropriated/Funded A/A CM

Report No. 12.2





### Drought Response Phase II

#### At-a-Glance

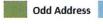
- Mandatory Odd/Even Watering Schedule, based on address.
   Residents will be allowed three days a week to water lawns and landscapes. No watering allowed on Mondays.
- Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.
- Excessive water runoff is prohibited.
-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

## DROUGHT RESPONSE PHASE II

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

#### Mandatory Odd/Even Watering Schedule

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



Even Address

#### ODD NUMBER ADDRESSES

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

#### OR

#### **EVEN NUMBER ADDRESSES**

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

Citation	Citation
Level	Amount
First	Warning
Notice	Only
<b>First</b>	<b>\$100</b>
Citation	Fine
<b>Second</b> Citation	<b>\$200</b> Fine
<b>Third</b> Citation	<b>\$500</b> Fine

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

WATERING PROHIBITED BETWEEN THE HOURS OF

5:00 - 10:00 AM 5:00 - 10:00 PM

THERE IS NO WATERING ON MONDAYS.

#### CITY COUNCIL AGENDA CITY HALL, 291 N. MAIN STREET PORTERVILLE, CALIFORNIA JANUARY 21, 2014, 5:30 P.M.

Called to Order at 5:31 p.m.

Roll Call: Council Member McCracken, Vice Mayor Ward, Mayor Hamilton, Council Member

Shelton and Council Member Gurrola (arrived late)

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

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

Roll Call: Agency Members/Chairman

#### **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, Patrice Hildreth, and Brad Dunlap. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.

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

#### **CITY COUNCIL CLOSED SESSION:**

- B. Closed Session Pursuant to:
  - **1 -** Government Code Section 54956.9(d)(1) Conference with Legal Counsel Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
  - **2-** Government Code Section 54956.8 Conference with Real Property Negotiators/Property: APN: 259-050-025. Agency Negotiator: John Lollis and Baldo Rodriguez. Negotiating Parties: City of Porterville and Corridor Group, LLC. Under Negotiation: Terms and Price.

- **3-** Government Code Section 54957.6 Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Public Safety Support Unit; Porterville Police Officers Association; Management and Confidential Series; Fire Officer Series; and all Unrepresented Management Employees.
- **4-** Government Code Section 54956.95 Liability Claim: Claimant: Lisa Carranza. Agency claimed against: City of Porterville.
- **5-** Government Code Section 54956.95 Liability Claim: Claimant: Andy Perger. Agency claimed against: City of Porterville.
- **6-** Government Code Section 54956.95 Liability Claim: Claimant: Zachary Fletcher. Agency claimed against: City of Porterville.
- **7-** Government Code Section 54956.95 Liability Claim: Claimant: Mary Marchbanks. Agency claimed against: City of Porterville.
- **8-** 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 plaintiff.
- **9-** Government Code Section 54956.9(d)(4) Conference with Legal Counsel Anticipated Litigation Initiation of Litigation: Two Cases.

### <u>6:30 P.M. RECONVENE OPEN SESSION</u> REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

B-4: GOVERNMENT CODE SECTION 54956.95 – LIABILITY CLAIM: CLAIMANT: LISA CARRANZA. AGENCY CLAIMED AGAINST: CITY OF PORTERVILLE.

COUNCIL ACTION: On a MOTION by Mayor Hamilton, SECONDED by Council Member

McCracken, the Council rejected the claim filed by Lisa Carranza. The

motion carried unanimously.

Documentation: M.O. 01-012114

Disposition: Claim rejected.

B-5: GOVERNMENT CODE SECTION 54956.95 – LIABILITY CLAIM: CLAIMANT: ANDY PERGER. AGENCY CLAIMED AGAINST: CITY OF PORTERVILLE.

COUNCIL ACTION: On a MOTION by Mayor Hamilton, SECONDED by Council Member

McCracken, the Council rejected the claim filed by Andy Perger. The

motion carried unanimously.

Documentation: M.O. 02-012114

Disposition: Claim rejected.

B-6: GOVERNMENT CODE SECTION 54956.95 – LIABILITY CLAIM: CLAIMANT: ZACHARY FLETCHER. AGENCY CLAIMED AGAINST: CITY OF PORTERVILLE.

COUNCIL ACTION: On a MOTION by Mayor Hamilton, SECONDED by Council Member

McCracken, the Council rejected the claim filed by Zachary Fletcher. The motion carried 4/0/1, with Council Member Shelton abstaining.

Documentation: M.O. 03-012114

Disposition: Claim rejected.

B-7: GOVERNMENT CODE SECTION 54956.95 – LIABILITY CLAIM: CLAIMANT: MARY MARCHBANKS. AGENCY CLAIMED AGAINST: CITY OF PORTERVILLE.

<u>COUNCIL ACTION</u>: On a MOTION by Mayor Hamilton, SECONDED by Council Member

Gurrola, the Council rejected the claim filed by Mary Marchbanks. The

motion carried unanimously.

Documentation: M.O. 04-012114

Disposition: Claim rejected.

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

#### **PRESENTATIONS**

Employee Recognition - Cody Clem

#### **AB 1234 REPORTS**

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

1. Tulare County Association of Governments (TCAG) – January 21, 2014 Council Member Gurrola reported on discussion regarding the Regional Transportation Plan, action to set CMAQ priority and criteria, and the board's interest in seeking a bond to push projects forward.

#### **REPORTS**

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

- I. City Commission and Committee Meetings:
  - Parks & Leisure Services Commission January 9, 2014
     Commissioner Moore presented the Commission's Report which included mention of the following: median maintenance efforts, sports programs, release of 2014 Activity Calendar, and support endeavors. He also noted the Commission's support of the proposed sports field lighting fees.
  - 2. Library & Literacy Commission January 14, 2014 Chair Figueroa reported on activities of their last meeting which included discussion regarding: StarWalk Kids Media, hosting a Chamber mixer, a grant for staff development, December highlights, and patron turnout for Sunday hours.
  - 3. Arts Commission no report.

4. Youth Commission – January 13, 2014
Commissioner Fernandez of Strathmore High reported that the commission was organizing a Family Movie Night event to take place in March, and would be participating in tree planting on February 15<sup>th</sup>.

#### II. Staff Informational Reports

- 1. Community Development Block Grant Business Assistance Program Update No verbal report.
- 2. Update on Pioneer Water Company Share Water No verbal report.

#### **ORAL COMMUNICATIONS**

- Edith LaVonne, Porterville, announced the opening of Sunshine Boys at the Barn Theater and extended an invitation to those in attendance.
- Teri Irish, Porterville, spoke in opposition to the proposed Charter Amendment No. 12 regarding an increase in council member compensation.
- Lynn Lasitovich, Valley Cleaning and Restoration, spoke against the proposed fees for the use of cargo containers as temporary structures; accused the City of targeting small businesses; and spoke of recent burdens associated with Plano Bridge Project.
- John Coffee, Porterville, spoke in favor of the Charter Review Committee recommendation to require a 4/5 vote to remove a council member from the mayor seat; and requested that the Council let the voters decide.
- Taha Saleh, Porterville, spoke about the proposed fees for use of cargo containers and inquired if payment of said fees would be available to the public.
- Ken Sherrell, Porterville, expressed discontent with the Police Department for not enforcing a protection order; alleged that he and his wife have been victims of harassment; and threatened to sue the City.
- Brock Neeley, Porterville, reported that he had been contacted by the Probation Department and informed that the individual who had attempted to burglarize the Unitarian Fellowship had been arrested; and accused the Council of fearing the voting public.
- Craig McLaughlin, Porterville, representing Porterville Softball Association, spoke in favor of action regarding sports field lighting fees.
- Roger Salfield, Exeter, offered to assist the City in developing a plan for regulation of medical marijuana; spoke in favor of taxing medical marijuana; and requested the opportunity to present his plan to the Council at a future meeting.
- Mike, indicated that he would like to open a medical marijuana collaborative and reported that he had collected 1,000 signatures in support.
- Joe Sparks, spoke of hazards associated with the production of honey oil.
- Dawn Jobe, spoke of a past encounter with police and alleged that she had been harassed by officers responding to her request for aid; and stated that officers were lacking in compassion and ethics.
- Milt Stowe, reported that the Charter Review Committee had received more public input regarding the 4/5 vote to remove mayor than any other issue.
- Hilario Medina, Porterville, spoke of two occasions on which he had positive experiences with Porterville Police Officers.

The Council took a ten minute recess at 7:50 p.m.

#### CONSENT CALENDAR

Item Nos. 10 and 13a were pulled for discussion. Council Member Shelton noted abstentions on Item Nos. 4, 6, 7, 12, and 13.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED BY Vice Mayor

Ward that the City Council approve Item Nos. 1 through 9 and 11 through 13. The motion carried unanimously, with the noted abstentions of

Council Member Shelton.

1. CITY COUNCIL MINUTES OF AUGUST 20, 2013, SEPTEMBER 3, 2013 AND JANUARY 7, 2014

Recommendation: That the City Council approve the Minutes of August 20, 2013, September 3,

2013, and January 7, 2014.

Documentation: M.O. 05-012114

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE TWO (2) VEHICLE LOGIC UNITS

Recommendation: That the City Council authorize staff to purchase two (2) logic unites and

licensing from RouteMatch software. Inc. and authorize payment for said

equipment upon satisfactory delivery.

Documentation: M.O. 06-012114

Disposition: Approved.

3. REQUEST TO PURCHASE CRIME SCENE/EVIDENCE VEHICLE

Recommendation: That the City council authorized the City's Purchasing Agent to negotiate the

purchase and outfitting of the 2014 Ford E-350 cargo van Downtown Ford

Sales.

Documentation: M.O. 07-012114

Disposition: Approved.

4. AWARD OF CONTRACT – INDIANA STREET SHOULDER STABILIZATION

Recommendation: That City Council direct staff to:

1. Award the Indiana Street Shoulder Stabilization Project to Bush Engineering in the amount of \$274,238.00;

2. Authorize a 10% contingency to cover unforeseen construction costs;

- 3. Authorized 5.47% for construction management, quality control and inspection; and
- 4. Authorize staff to appropriate \$16,442.80 from unallocated Local Transportation Funds to complete funding of this project.

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: None ABSTAIN: Shelton ABSENT: None

Documentation: M.O. 08-012114

Disposition: Approved.

#### 5. AWARD OF CONTRACT – MORTON AVENUE SHOULDER STABILIZATION

Recommendation: That City Council:

- 1. Award the Morton Shoulder Stabilization Project to Todd Companies in the amount of \$373,591.01;
- 2. Authorize a 10% Contingency to cover unforeseen construction costs; and
- 3. Authorize 4.7% for construction management, quality control and inspection.

Documentation: M.O. 09-012114

Disposition: Approved.

6. ACCEPTANCE OF PROJECT – OLIVE AVENUE REHABILITATION PROJECT (MAIN STREET TO PLANO. STREET)

Recommendation: That City Council:

- 1. Accept the project as complete;
- 2. Authorize the filing of the Notice of Completion; and
- 3. Authorize the release of the 5% retention thirty- five (35) days after recordation, provided no stop notices have been filed.

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: None ABSTAIN: Shelton ABSENT: None

Documentation: M.O. 10-012114

Disposition: Approved.

7. ACCEPTANCE OF PROJECT – ANNEXATION SEWER PROJECT (AREA 458A & 458B)

Recommendation: That City Council:

- 1. Accept the project as complete;
- 2. Authorize the filing of the Notice of Completion; and
- 3. Authorize the release of the 5% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: None ABSTAIN: Shelton ABSENT: None

Documentation: M.O. 11-012114

Disposition: Approved.

### 8. ACCEPTANCE OF PROJECT – SPORTS COMPLEX SOFTBALL AND SPORTS FIELD LIGHTING PROJECT

Recommendation: That City Council:

- 1. Accept the project as complete;
- 2. Authorize the filing of the Notice of Completion; and
- 3. Authorize the release of the 5% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

Documentation: M.O. 12-012114

Disposition: Approved.

### 9. AUTHORIZE PARKS AND LEISURE SERVICES DIRECTOR TO APPLY FOR LAND AND WATER CONSERVATION FUND GRANT

Recommendation: That the City Council authorize the Parks and Leisure Services Director

proceed with the grant process.

Documentation: Resolution No. 6A-2014

Disposition: Approved.

#### 11. STATUS REPORT – DEVELOPER IMPACT FEES

Recommendation: That the City Council accept the Status Report on Developer Impact Fees for

the Fiscal Year Ended June 30, 2013

Documentation: M.O. 13-012114

Disposition: Approved.

#### 12. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 26, 2013

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

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: None ABSTAIN: Shelton ABSENT: None

Documentation: M.O. 14-012114

Disposition: Approved.

#### 13. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

Recommendation: That City Council:

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

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: None ABSTAIN: Shelton ABSENT: None

Documentation: M.O. 15-012114

Disposition: Approved.

#### **PUBLIC HEARINGS**

14. ADOPTION OF FEES FOR PHOTOMETRIC PLANS AND TEMPORARY STRUCTURES

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.

City Manager Lollis introduced the item, and Council Member Shelton indicated that he would be abstaining from the item due to his use of cargo containers. He exited the chambers, and Community Development Manager Julie Phillips presented the staff report.

The public hearing was opened at 8:09 p.m.

- Mark Hillman, Hillman Building Design, spoke in support of the preparation of photometric plans as an optional service.
- Lynn Lasitovich, Valley Cleaning and Restoration (VCR), stated she had a petition signed by 35 businesses who supported the use of cargo containers and opposed the proposed fees associated with their use.
- Alex Burgos, Burgos Tile Distributors, spoke in opposition to the proposed temporary structure fees, stating that they would not attract businesses to the community.
- Loretta Wilson, Wilson's Transmission and 4x4, spoke in support of small business and in opposition to the proposed fees for cargo containers.
- Robert Lasitovich, VCR, spoke of his business expenses and threatened to leave Porterville if the proposed fees regarding cargo containers were adopted.

The public hearing was closed at 8:16 p.m.

#### COUNCIL ACTION:

MOVED by Council Member McCracken, SECONDED by Vice Mayor Ward that the City Council adopt the draft resolution establishing a fee for the optional service of preparing photometric plans.

AYES: McCracken, Ward, Gurrola, Hamilton

NOES: None ABSTAIN: Shelton ABSENT: None

A discussion ensued regarding various instances of cargo container use within town and problems associated with those uses, such as blight and code violations. City Manager Lollis indicated that there were many options that could be explored by staff should the Council wish to continue the public hearing.

Concerns were expressed regarding loss of property taxes, parking, screening, cost to small businesses, enforcement and grandfathering of those present prior to 2005.

#### COUNCIL ACTION:

MOVED by Council Member McCracken, SECONDED by Council Member Gurrola that the City Council continue the public hearing regarding temporary structures to March 4, 2014; and direct staff to bring back an item regarding amendments to City policy related to use of cargo/shipping containers for Council consideration on February 18, 2014.

AYES: McCracken, Ward, Gurrola, Hamilton

NOES: None ABSTAIN: Shelton ABSENT: None Documentation: Resolution No. 07-2014; and M.O. 16-012114

Disposition: Approved photometric fees; continued public hearing; and direction given.

Council Member Shelton returned to the dais.

#### 15. CITY ATHLETIC FIELDS LIGHTING FEE

Recommendation: That the City Council:

- 1. Conduct a public hearing to solicit comment on the proposed City athletic field lighting fee plan;
- 2. Provided direction to staff regarding the City athletic field lighting fees.

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

The public hearing was opened at 8:44 p.m.

• Rich Tree, Porterville Little League, spoke in favor of the proposed fee structure and rates, and of partnerships with the City and Burton School District for use of fields.

The public hearing was closed at 8:45 p.m.

Council thanked the Parks and Leisure Services Commission and Director for their efforts pertaining to the item. Vice Mayor Ward suggested the use of a formula to automatically adjust rates periodically.

MOVED by Council Member McCracken, SECONDED by Council COUNCIL ACTION:

> Member Gurrola that the City Council authorize a resolution adopting the proposed fees to come back on Consent Calendar at the February 4th Council meeting; direct staff to bring back an annual report, and to bring back a formula calculation for consideration in three years. The motion

carried unanimously.

Documentation: M.O. 17-012114

Disposition: Approved drafting of resolution; and direction given.

The Council took a ten minute recess at 8:53 p.m.

16. CONSIDERATION OF CONDITIONAL USE PERMIT – PRC 2013-027-C TO ALLOW THE CONSTRUCTION OF A NEW 4,302± SQUARE FOOT CONVENIENCE MARKET IN CONJUNCTION WITH FOUR SELF-SERVICE AUTOMOBILE FUEL PUMPS AND CANOPY LOCATED AT 1206 W. WESTFIELD AVENUE (SHOP 'N' SAVE)

Recommendation: That City Council adopt the draft resolution approving Conditional Use

Permit PRC 2013-037-C, subject to conditions of approval.

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

The public hearing was 9:09 p.m.

- Mark Hillman, Hillman Building Design, Springville, stated that the proposed was in compliance with the new Development Ordinance and would beautify the neighborhood.
- John Coffee, Porterville, spoke in favor of approval.
- Candelario Medina, expressed concerns regarding parking and traffic flow, which were addressed by staff.

The public hearing was closed at 9:14 p.m.

Staff addressed questions from the Council regarding the proposed canopy, lighting, parking, zoning, and the future development of the proposed pad. At Council Member McCracken's request, Mr. Hillman confirmed that the applicant was aware and accepting of all 48 conditions in the draft resolution.

<u>COUNCIL ACTION</u>: MOVED by Council Member Shelton, SECONDED by Council Member

Gurrola that the City Council adopt the draft resolution approving Conditional Use Permit PRC 2013-037-C, subject to conditions of

approval. The motion carried unanimously.

Documentation: Resolution No. 08-2014

Disposition: Approved.

The Council took a five minute recess at 9:29 p.m.

#### **SCHEDULED MATTERS**

17. REVIEW OF CHARTER REVIEW COMMITTEE AND CITY COUNCIL PROPOSED REVISIONS, AND RESOLUTION PROPOSING AMENDMENTS TO THE CITY OF PORTER VILLE CHARTER

Recommendation: That the City Council review, consider and adopt the proposed Resolution.

City Manager Lollis introduced the item, and City Attorney Lew presented the staff report. She spoke of minor changes made to the resolution for the sake of brevity, to comply with the 75 word limit imposed on ballot measures or State law.

Council Member Shelton requested that Amendment No. 12 be changed so as not to exceed 8 hours per week.

Council Member Gurrola spoke in favor of allowing the voters to decide whether a 4/5 vote to remove the Mayor or Vice Mayor should be required, as proposed by the Charter Review Committee. Mayor Hamilton, Vice Mayor Ward and Council Member Shelton spoke in opposition.

Council Member McCracken spoke of election results for similar ballot measures in previous elections. He noted that the Council was approving to put forth two measures previously rejected by the voters and electing not to put forth one that had received over 50% in favor in the past. Vice Mayor Ward stated that the Council had agreed with 11 of the 13 amendments recommended by the Committee and believed that politics were involved in their recommendations.

#### COUNCIL ACTION:

MOVED by Council Member Gurrola, SECONDED by Council Member Shelton that the City Council approve the draft resolution with the exception of proposed Charter Amendment No. 12 pertaining to council member compensation; and authorize minor/non-substantive modifications if required by the County Elections Office. The motion carried unanimously.

Vice Mayor Ward spoke of inflation as it pertained to bid limits and council compensation.

#### COUNCIL ACTION:

MOVED by Council Member Shelton, SECONDED by Mayor Hamilton that the City Council amend Charter Amendment No. 12 to read, "Council members shall receive compensation equivalent to the hours California State Minimum Wage, as from time to time may be adjusted for all council duties not to exceed not to exceed 8 hours per week. Said amount shall be paid incrementally as permitted by State Law. This amendment shall go into effect upon commencement of each councilmember's new term and subject to any other applicable statutory or constitutional restrictions."

AYES: Shelton, Ward, Hamilton NOES: McCracken, Gurrola

ABSTAIN: None ABSENT: None

Documentation: Resolution No. 09-2014 Disposition: Approved, as amended.

#### 18. URBAN BOUNDARIES AMENDMENT UPDATE

Recommendation: That the City Council authorize staff to proceed with presenting and

negotiating the updated Boundary Amendment Map to the County and to

formally consult with LAFCo.

City Manager Lollis introduced the item, and the staff report was presented by Associate Planner Emi Theriault.

Staff addressed questions regarding the negotiation process.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council

Member Gurrola that the City Council authorize staff to proceed with presenting and negotiating the updated Boundary Amendment Map to the County and to formally consult with LAFCo. The motion carried

unanimously.

Documentation: M.O. 18-012114

Disposition: Approved.

#### **CONSENT CALENDAR**

10. 2014 CONGESTION MITIGATION AND AIR QUALITY (CMAQ) CALL FOR PROJECTS

Recommendation: That City Council:

1. Approve the herein listed projects; and

2. Authorize the public works director to submit applications, as deemed appropriate within the CMAQ funding guidance, to TCAG for consideration under the new call for air quality enhancement oriented projects.

City Manager Lollis introduced the item and the staff report was waived at the Council's request. Council Member Gurrola inquired about funds for crosswalk lighting, and staff spoke of areas of interest.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member

McCracken that the City Council approve the herein listed projects; and authorize the public works director to submit applications, as deemed appropriate within the CMAQ funding guidance, to TCAG for consideration under the new call for air quality enhancement oriented

projects. The motion carried unanimously.

Documentation: M.O. 19-012114

Disposition: Approved.

13a. RESOLUTION URGING GOVERNOR BROWN TO DECLARE THAT A STATE OF EMERGENCY EXISTS DUE TO DROUGHT CONDITIONS

Recommendation: That the City Council approved the draft resolution urging Governor Brown

to declare that a state of emergency exists due to drought conditions.

City Manager Lollis introduced the item, and it was noted that subsequent to Agenda distribution the Governor had declared a state of emergency. Council Member Gurrola proposed that the resolution be amended to communicate the Council's support of the declaration.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council

Member Gurrola that the City Council approve the amending the draft resolution to acknowledge the recent declaration and extend appreciation.

The motion carried unanimously.

Documentation: Resolution 10-2014 Disposition: Approved, as amended.

#### **ORAL COMMUNICATIONS**

• Teri Irish, reiterated her concerns regarding the proposed council member pay increases.

#### **OTHER MATTERS**

- Council Member Gurrola, spoke of her attendance at Martin Luther King Jr. Day festivities in Visalia; and expressed her interest in seeing similar activities next year in Porterville.
- Council Member Shelton, spoke of upcoming Chamber mixer and a tree planting event on Feb. 15<sup>th</sup>; reported on good deeds of Vice Mayor Ward and himself on the Martin Luther King Jr. holiday.
- Vice Mayor Ward spoke regarding Little League sign-ups; requested improved Council decorum during public comments; congratulated Cody Clem for his recognition; and expressed support for safety personnel.

#### **CLOSED SESSION**

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

#### **ADJOURNMENT**

The Council adjourned at 10:31 p.m. to the meeting of February 4, 2014.

	Luisa M. Zavala, Deputy City Clerk
SEAL	

COUNCIL AGENDA: SEPTEMBER 16, 2014

SUBJECT: AWARD OF CONTRACT - ISLAND ANNEXATION SEWER PROJECT

(AREA 459A AND 459C)

SOURCE: Public Works Department - Engineering Division

COMMENT: On August 27, 2014, staff received four (4) bids for the Island Annexation Sewer Project - Area 459A and 459C. Area's 459A and 459C are generally bounded by the Porter Slough on the north, Walch Street on the east, Westwood Street on the west and Putnam Avenue on the south. Area 459C is the residences on each side of Belmont Street between Henderson Avenue and Mulberry Avenue.

The proposed project includes 13,330 lineal feet (2.52 miles) of 8" and 6" diameter sewer mains, 30 sewer manholes and 367 sewer laterals. Construction sequencing will be essential throughout the project, and specified as such, so as to maintain access and minimize the inconvenience within the neighborhoods affected by this project.

The Engineer's estimate of probable cost is \$1,716,694.80. The low bid received from Steve Dovali Construction in the amount of \$1,155,064 is 32.7% below the Engineer's estimate. An additional \$115,506.4 is necessary for the construction contingency (10%). It is anticipated that an additional \$57,753.2 will be needed for construction management, quality control and inspection services (5%) for a total estimated project cost of \$1,328,323.60.

Refinancing of the Sewer Revenue Bonds, better known to staff as Certificate of Participation (COP) funds, is the mechanism for funding this project and subsequent project areas. The stated funding source was approved in the 2014/2015 Annual Budget.

The bids are as follows:

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	Contractor	<u>Amount</u>
1.	Steve Dovali Construction Fresno, CA	\$1,155,064
2.	Todd Companies Visalia, CA	\$1,675,369
3.	Grizzly Construction Fresno, CA	\$2,083,343

4. HPS Mechanical Bakersfield, CA

\$2,140,620

Staff has found the low bid acceptable.

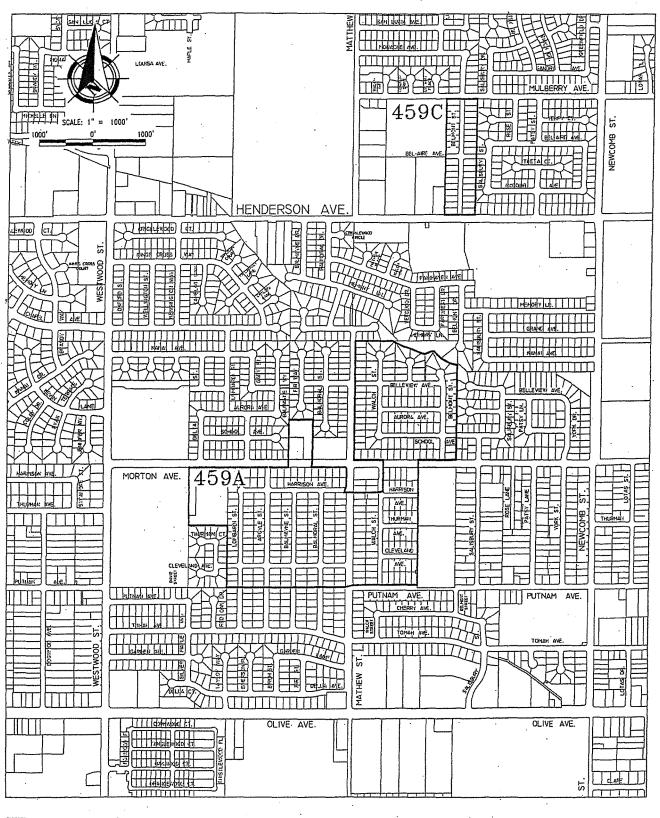
RECOMMENDATION:

That City Council:

- 1. Award the Island Annexation Sewer Project, Area 459A and 459C, to Steve Dovali Construction, in the amount of \$1,155,064;
- 2. Authorize progress payments up to 95% of the contract amount;
- 3. Authorize a 10% contingency to cover unforeseen construction costs; and
- 4. Authorize 5% for construction management, quality control and inspection.

ATTACHMENT: Locator Map

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PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C

#### THIS ITEM HAS BEEN MOVED TO SCHEDULED MATTERS

#### CONSENT CALENDAR

SUBJECT: AWARD OF CONTRACT – ON-CALL CONSULTING SERVICE

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: On April 15, 2014, City Council authorized staff to distribute a Request for Qualifications for On-Call Consulting for right-of-way and surveying services. The right-of-way services to be rendered would consist of, but not be limited to, the preparation appraisal and acquisition documents along with other related items as necessary to comply with the Uniform Act. The surveying services to be rendered would consist of, but not be limited to, the preparation of topographic surveys, legal descriptions and exhibits, and construction staking along with other related items as necessary to comply with the Business and Professions Code.

The Request for Qualifications (RFQ) was advertised in the Porterville Recorder, the Fresno Bee, and the Bakersfield Californian. The City received a total of six (6) responses. The six (6) responsive firms were: Hopper Company, Ruettgers & Schuler, Hamner Jewell & Associates, Paragon Partners, Bender Rosenthal, and Overland Pacific & Cutler. All firms were found to meet the desired qualifications.

As a result of the review of the Statements of Qualifications, the top ranking firms are identified as follows:

- 1. Hamner, Jewell & Associates Able to perform all services.
- 2. Bender Rosenthal Able to perform all services.
- 3. Hopper Company Solely for appraisal services.

At this time, staff is proposing to enter consultant service agreements with three (3) firms. Staff will solicit proposals from those three (3) firms, rank them appropriately, and execute task orders as needed. This will allow for even greater flexibility and expedited response time for the City's consulting needs.

Staff is recommending the use of Hopper Company as the sole appraiser and Hamner, Jewell & Associates, and Bender Rosenthal for review of appraisals and surveying services. Should Hopper Company be unable to complete a task the other two firms have qualified staff to complete appraisal services.

The proposed contract has a term of three (3) years, with a one (1) year extension.

#### RECOMMENDATION: That the City Council:

- 1. Authorize staff to negotiate on-call contracts with Hopper Company, Hamner, Jewell & Associates, and Bender Rosenthal;
- 2. Authorize the Mayor to sign contract documents;
- 3. Authorize the Community Development Director to sign task orders; and

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4. Authorize staff to make payments up to 100% upon satisfactory completion of tasks.

ATTACHMENTS:

Staff report from April 15, 2014, authorizing distribution of Request for Qualifications

CITY COUNCIL AGENDA: APRIL 15, 2014

SUBJECT: AUTHORIZATION TO DISTRIBUTE REQUEST FOR QUALIFICATIONS

(RFQ) FOR ON-CALL CONSULTING SERVICES

SOURCE: Public Works Department – Engineering Division

COMMENT: The Public Works Department is seeking to maintain On-Call Consulting

Services contracts with qualified consulting firms to provide right-of-way and surveying services to the City when there is an identified funding source for a project. Professional services are contracted through demonstration of competency and qualifications-based standards to ensure compliance with the Brooks Act and Government Code governing professional standards. Said services will be utilized on a number of capital improvement projects that require specialization outside of the scope that the department is able to perform with its own staff. At this time, staff is requesting authorization to distribute a Request for Qualifications (RFQ) for On-Call Consulting Services for each specialty discipline.

The right-of-way services to be rendered under this contract would consist of, but not be limited to, the preparation of appraisal and acquisition documents along with other related items as necessary to comply with the Uniform Act. The surveying services to be rendered under this contract would consist of, but not be limited to, the preparation of topographic surveys, legal descriptions and exhibits, and construction staking along with other related items as necessary to comply with the Business and Professions Code. When right-of-way or surveying services are requested, a task order will be created based on a fair and reasonable price and specify a maximum length of contract duration. Although the City Engineer or qualified staff will review the consultant's work, the above referenced skills are essential to meeting the objectives of this program.

Due to the increasing number of documentation and requirements involved for each fiscal year's projects, staff must ensure that all such requirements are met so that funding is not jeopardized for grant-based projects. RFQs for On-Call Consulting Services contracts must be circulated on an on-going basis, not to exceed five years, as an extension of providing fair and open competition.

RECOMMENDATION: That City Council authorize staff to distribute a Request for

Qualifications for On-Call Consulting Services for right-of-

way and surveying services.

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COUNCIL AGENDA: SEPTEMBER 16, 2014

SUBJECT: ACCEPTANCE OF FINAL SUBDIVISION MAP - RIVERVIEW ESTATES

No. 5 (Gary Smee)

SOURCE: Public Works Department - Engineering Division

COMMENT: The subdivider, Smee Builders, Inc., has submitted the final map of the subject project for Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has submitted the required guarantee to the City to complete and/or accept all necessary public improvements on the project. A subdivision agreement between the subdivider and the City has been signed by the subdivider, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 81-2013. The improvement plans, specifications, dedications and the final map have been approved by the Public Works Director and City Engineer and all other requirements have been met.

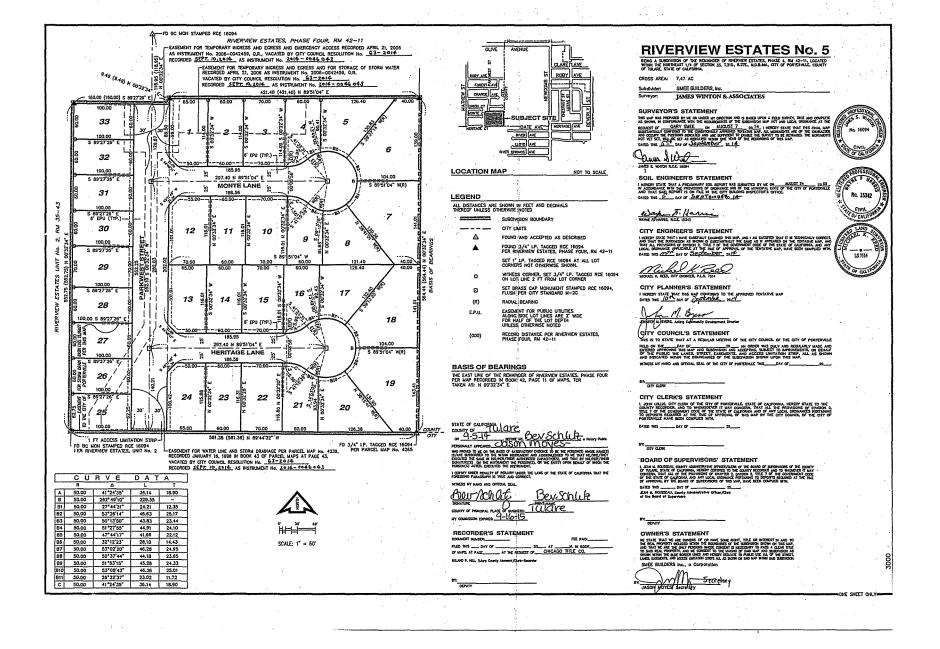
RECOMMENDATION: That City Council:

- 1. Approve the final subdivision map of Riverview Estates No. 5;
- 2. Accept all offers of dedication shown on the final map; and
- 3. Authorize the City Clerk to file said map with the County Recorder.

ATTACHMENT: Final Map – Riverview Estates No. 5

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COUNCIL AGENDA: SEPTEMBER 16, 2014

SUBJECT: PLANO BRIDGE - AUGMENT TO CONSTRUCTION MANAGEMENT AND

CONSTRUCTION SUPPORT SERVICE AGREEMENTS

SOURCE: Public Works Department - Engineering Division

COMMENT: Physical work on the Plano Street/Tule River Bridge Rehabilitation & Widening Project is going well. Traffic has been shifted on the new bridge to the west side lanes. The current schedule shows project completion by the end of November 2014, which is approximately 3½ months behind the original schedule. Time overrun is due to multiple issues faced during construction including, but not limited to, the presence of asbestos conduit under the existing sidewalk, relocation of AT&T line by AT&T's contractor to the new bridge, conflict of existing SCE 12KV line with the new bridge abutments, shallow existing retaining wall foundation at the VCR property, sewer lateral conflict with the new retaining wall at VCR property, retrofit of hinges and alleged difficult pile driving conditions at bridge foundations as claimed by the Contractor.

Some of the above stated causes are being deferred for award of extra time consideration until the end of construction. The reason to defer is the complex nature of some of the alleged claims by the Contractor. The City project manager and construction management consultant are documenting and tracking the delays and plan to resolve disputed items with the Contractor in the near future. The contract allows the City to charge \$1500 per calendar day for any time delay. As soon as the disputed items are settled with the Contractor, staff will know actual liquidated damages charges.

Under the original construction schedule, the project was expected to be complete by July 30, 2014 (11½ months). The City's construction management consultant, VSCE, submitted their proposal prior to the construction contract and based upon an earlier estimate of 11 month construction period. The City accepted VSCE's proposal based on this schedule. The new construction completion schedule will be on or about November 21, 2014. A \$250,000 augmentation to VCSE's contract is necessary in order to keep the construction management team in place for the duration of the project. The federal portion of the \$250,000 will be \$221,325 and the local share will be \$28,675.

In December 2012, prior to the opening of construction bids, the City awarded a construction support service agreement with the bridge design firm Nolte & Associates, now known as NV5. Staff estimated the cost of

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this service agreement at \$100,000 but was able to negotiate a service agreement with NV5 for \$88,400. This fee was calculated based on a construction estimate of \$7.5 million.

Six months later the City opened bids on the Plano Street/Tule River Rehabilitation & Widening project. The low bid from Viking Construction was \$10.46 million or 40% higher than the engineer's estimate. NV5 has performed admirably to date, but has expended all of the funds under the original service agreement. NV5 requests, and staff agrees, that a \$30,000 augment to their service agreement is reasonable and justified. The federal share of the additional \$30,000 will be \$26,560 and the local share will be \$3,340.

Funding for the City's local share (\$32,015) is available in the Certificate of Participation (COP) funds reserved for the Plano Bridge project. The augmented amounts to VSCE and Nolte's contracts may be offset by liquidated damage assessments.

#### RECOMMENDATION:

That the City Council:

- 1. Authorize the Finance director to augment VSCE's service agreement contract by \$250,000; and
- 2. Authorize the Finance Director to augment NV5's service agreement contract by \$30,000.

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COUNCIL AGENDA: SEPTEMBER 16, 2014

SUBJECT: AUTHORIZATION TO PURCHASE WATER SHARES AND/OR

SURFACE WATER FOR GROUNDWATER RECHARGE

SOURCE: Public Works Department – Field Services Division

COMMENT: At the July 15, 2014, City Council meeting, Council approved the purchasing of surface water and/or water shares, when available, from surrounding water entities to be used for groundwater recharge, in an amount not to exceed \$100.000.

The City currently owns 466 shares of Pioneer Water Company and it has been Council's direction to increase the City's holdings and water rights when the opportunities arise. Recently acquired water shares are being offered for sale by the board of the Pioneer Water Company (PWC). The current demand for water has driven up the price of the PWC shares and the board has set the minimum bid at \$5,000 per share.

Staff feels the allocation to purchase shares or surface water needs to be increased by \$50,000 for the 2014/2015 fiscal year in order to competitively bid for water shares and surface water, if available.

Staff recommends that City Council authorize the Public Works Director to purchase or bid on any available shares in the 2014/2015 fiscal year with PWC or other water entities and purchase surface water being offered for sale at his discretion. The City Water Fund has the available funds for water purchases of this nature.

#### RECOMMENDATION: That City Council:

- Increase the 2014/2015 allocation in the water fund to \$150,000 for the purpose of purchasing surface water or water shares; and
- 2. Authorize the Public Works Director, at his discretion, to purchase surface water for recharge and purchase or bid on water shares in an amount not to exceed \$150,000.

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### **COUNCIL AGENDA: SEPTEMBER 16, 2014**

SUBJECT:

RENEWAL OF AGREEMENT WITH KINGS/TULARE AREA AGENCY ON AGING TO FACILITATE A SENIOR NUTRITION PROGRAM

SOURCE:

PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT

Kings/Tulare Area Agency on Aging (K/TAAA) is requesting renewal of the agreement with the City of Porterville to facilitate the continuance of a Senior Nutrition Program within the city. The program will continue to operate at the Santa Fe Depot five days per week. The agreement provides for the City contributing \$14,000 annually (\$3,500 each calendar quarter) for the continued operation of the nutrition program by K/TAAA.

K/TAAA is requesting the term of the agreement be for a period of eight calendar quarters commencing October 1, 2014, and ending September 30, 2016. Staff feels that the services provided by K/TAAA, through their contractor CSET, have been performed well and that those participating in the program have been very pleased with the services. K/TAAA appears to be consistently striving to enhance the program.

**RECOMMENDATION:** 

That the City Council approve the renewal of the agreement with K/TAAA and authorize and direct the Mayor to execute same.

ATTACHMENT:

Agreement between the City of Porterville and the

Kings/Tulare Area Agency on Aging.



### **AGREEMENT**

# BETWEEN CITY OF PORTERVILLE AND

# KINGS/TULARE AREA AGENCY ON AGING TO FACILITATE A SENIOR NUTRITION PROGRAM

This Agreement is entered into between the City of Porterville (CITY) and the Kings/Tulare Area Agency on Aging (K/T AAA) to facilitate a Senior Nutrition Program (PROGRAM) within CITY boundaries.

### A. RESPONSIBILITIES

CITY shall contribute financial support to K/T AAA in advance on a quarterly basis and within the term of this Agreement to facilitate a senior citizens' PROGRAM. The quarterly contribution commencing October 1, 2014, shall be \$3,500. Contributions shall be made by the fifteenth day of the first month of each calendar quarter.

K/T AAA shall provide, within the boundaries of CITY, a five-day per week PROGRAM to provide senior citizens with congregate meals and other services commensurate with such PROGRAM as KT/ AAA operates within other communities. K/T AAA shall utilize the funds contributed by CITY for any legal purpose as determined by K/T AAA; make all necessary arrangements for the PROGRAM; and shall indemnify, defend, and hold harmless CITY from any and all claims, actions, and losses arising from the activities of K/T AAA to the fullest extent permitted by law. For any calendar quarter in which the PROGRAM is discontinued, the contribution provided by CITY shall be prorated, with refund made to CITY within 30 days for the term in which the PROGRAM was not provided.

### B. TERM

The term of this Agreement shall be for a period of eight calendar quarters commencing October 1, 2014, and ending September 30, 2016. Any party may withdraw from this Agreement by giving written notice of intent to withdraw at least one calendar quarter in advance of the effective withdrawal date.

### C. MODIFICATION AND ASSIGNMENT

This Agreement may be modified at any time by written agreement of the parties. Assignment of responsibilities under this Agreement by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the of, 2014.
KINGS/TULARE AREA AGENCY ON AGING
Laura Silva, Director
APPROVED AS TO FORM
Name: , Attorney for K/T AAA
CITY OF PORTERVILLE
Milt Stowe, Mayor
ATTEST:
John D. Lollis, City Clerk
APPROVED AS TO FORM
Julia M. Lew, City Attorney

### **COUNCIL AGENDA: SEPTEMBER 16, 2014**

SUBJECT:

CONSIDERATION OF STREET CLOSURE FOR ZALUD HOUSE

MUSEUM PIONEER DAYS & RIB COOK-OFF

SOURCE:

PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT:

Parks & Leisure Services is planning a fundraiser event for the Zalud House Museum. The 3rd Annual "Zalud House Museum Pioneer Days & Rib Cook-Off" is scheduled for Saturday, October 11, 2014, from the hours of 6am-4pm on Main Street in the area of Putnam and Morton Avenues. Some of the activities will include: rib tasting. queen pageant, live shoot-out, flag raising ceremony, live music,

food booths, re-enactments and more.

In support of this event, it is requested that the City Council approve a temporary closure of Main Street between Putnam and Morton Ave., and Thurman and Cleveland between Division and the alley

west of Second Street.

This application has been routed and reviewed by all departments

involved. Staff comments are included for Council's information.

RECOMMENDATION:

That the City Council authorize the temporary closure of Main Street between Putnam and Morton and Thurman and Cleveland between Division and the alley west of Second Street for the Zalud House Museum Pioneer Days & Rib

Cook-Off.

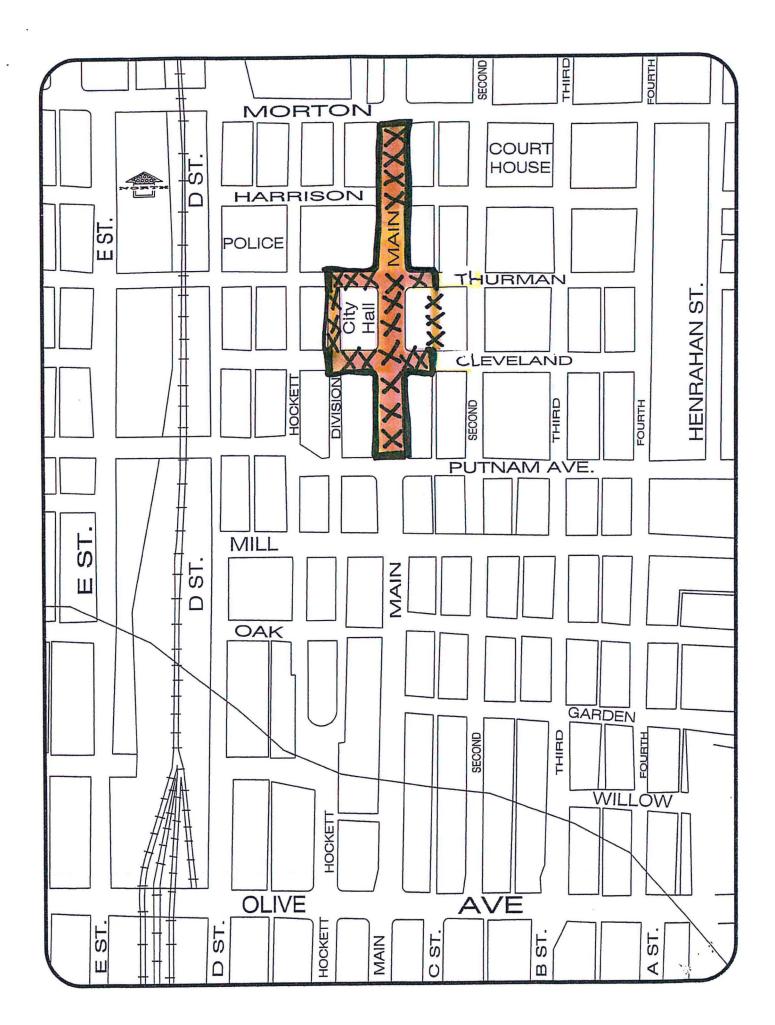
ATTACHMENTS:

**Locator Map** 

Staff Comments

Director MAppropriated/Funded

City Manager



### Internal Community Civic Event

(For events primarily sponsored and organized by City Departments)



Application Date:	8/15/2014		Event Date:		10/11/2014			
Location of Event	Downtown	Porterville/ Ce	entennial Park area					
Name of Event:	Zalud House Museum Pioneer Days & Rib Cook-off							
Sponsoring Department:	Parks & Le	eisure Services	S					
Department Contact	Tonya Hall	, 791-7697						
Affiliated Organizations:	_							
City Services Requested	:							
Barricades (Quantit	y)	20	Refuse Pickup:	Yes	No			
Amplified Noise Pe	ermit 🔼	Yes No	Police Assistance:	Yes	No			
Parks Facility Appl	ication 🔼	Yes No	Street Sweeping:	Yes	No			
Assembly Permit		Yes No						
Other:								
5.401.00								
Staff Comments (list spec	ial requirem	ents or condit	tions for event):					
P&LS Director:	3							
Donnie Moore- No vehicles on gr	ass, clean up at	fter horses. (8/15)						
Public Works Director:								
Baldo Rodriguez-	8				-			
•								
Community Dev. Director:	\$ <b>-</b>							
Jenny Byers-								
Field Services Manager:			1897					
Bryan Styles- Pick up/return barri	icades @555 N	Prospect (8/15)						
bryan otyles i lok aprietam bam	100000 (G000 11.	11000001 (0/10)	ar a san sa					
Fire Chief:								
Glen Irish- No Issues (8/15)	,							
7. II. GI I A								
Police Chief:								
Cpt. Dan Haynes- See Attached								
Administrative Services Mgr.:								
Patrice Hildreth-	`							

# CITY OF PORTERVILLE Community Civic Event Application

Proposed Event: Pioneer Days Celebration & Rib Cook-Off

Date of Event: October 11, 2014

Location of Event: Centennial Park & Surrounding Area

### Recommendations/Requirements:

> All street closures in the city require City Council approval.

- ➢ If event organizers anticipate the need to have vehicles removed from the associated streets and alleys, the streets in question must be properly posted, in accordance with the California Vehicle Code, well in advance of the event. Event organizers shall contact Lt. John Hall or Lt. Jake Castellow of the Porterville Police Department no less than 30 days prior to the event if vehicle removal is to be authorized. Either can be contacted at 559-782-7410 or 559-782-7400.
- ➤ If the sales and consumption of alcoholic beverages are anticipated, a beer garden shall be established and alcohol may only be sold and consumed within the designated beer garden. A minimum of two (2) security guards shall be assigned to control the beer garden while it is in operation. No persons under the age of 21 shall be allowed to enter the beer garden and no alcohol shall be allowed to leave the beer garden. The consumption of alcohol at any other event site shall be strictly prohibited.
- ➤ Event organizers shall have applied and been granted a temporary license to sell alcohol from the California Department of Alcoholic Beverage Control.
- > Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers, to ensure safe food products.
- ➤ An Outside Amplifier Permit has been 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 continue after 10:00 p.m.

Dan Haynes, Captain Porterville Police Department



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



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

1 Name and home address of the applicant: TONYA HALL, 291 N. MAWN ST.
· · · · · · · · · · · · · · · · · · ·
2 Address where amplification equipment is to be used: CENTENNIAC DARK AREA
3 Names and addresses of all persons who will use or operate the amplification equipment: TOWA HAU
4 Type of event for which amplification equipment will be used: ZALUD HOUSE MUSEUM PIONEER DAYS & RIB COOK- OFF.
5 Dates and hours of operation of amplification equipment: 10-11-14, 11AM-3PM
3 A general description of the sound amplifying equipment to be used: MIC & SPEAKERS FOR ANNOUNCEMENTS, MUSIC - ALSO CANION PLASTS & BLAUK GUN FIRE
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, foudspeaker, 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 facte 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
I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.  Signature of Applicant  Solution  Solutio
Signature of Applicant Date
THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.
Either STAI
City of Porterville, Chief of Police/Designee Date

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT

FAMILY HEALTHCARE NETWORK – COCOLA BROADCASTING COMPANIES – FIESTA DE LA FAMILIA AND HEALTH AND SAFETY

FAIR - SUNDAY, OCTOBER 12, 2014

SOURCE: Finance Department

COMMENT: Family Healthcare Network and Cocola Broadcasting Companies are requesting approval to hold their annual Health and Safety Fair in conjunction with a Fiesta de la Familia, on Sunday, October 12, 2014 at Veteran's Park. This event will assist families with health screenings and will include music and entertainment.

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

RECOMMENDATION: That the Council approve the attached Community Civic

Event Application and Agreement submitted by the Family Healthcare Network and Cocola Broadcasting Companies, subject to the stated requirements contained in the

Application, Agreement, Exhibit A and Exhibit B.

ATTACHMENT: Community Civic Event Application and Agreement, Vendor

List, Street Closure Request, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificates of Liability

Insurance.

DD\_\_\_\_\_\_\_Appropriated/Funded\_\_\_\_\_\_\_\_\_\_C.M\_\_\_\_\_\_\_\_\_

Item No. 10

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:	07/08/	Event date	: <u>10/12/14</u>
	7	Event time	: <u>2100 - 5100</u>
Name of Event:	torterville.	19th Annual 1	lealth a Safety Fo
	in conjunction	on with FIES	ta de la Familia
Sponsoring orgar	nization: Fami	ly Nealth Core	<del>Veltohel# (559)-28</del> 0-1
Addı	ress: 1/67	W. Yoplar	
Authorized repres	sentative: <u>Isal</u>	æl Olmos	Phone # (559) 280 - 19
Addı	ress: <u>323 W `</u>	Hutnam	Yorterulb
Event chairperso	n: <u>Isabel C</u>	<u>Imos</u>	Phone # (559) 280 - 195
	<u>323 w.</u>	Put van	Yortorille
Location of event	1501 W. L	lenderson	
Foet	(Location	map must be attached)	
Type of event:	Nealth a.	Safty Fair	2
		di la como si i	
Non-profit organi	zation status:	94-25251	45 501C3
(IRS Determination)		13/4 00383	36
City services requ	uested (fees asso	ciated with these service	s will be billed separately):
Barricades (qu	* .	Street sweeping	
Police protecti	on YesNo	Refuse pickup	Yes No
Other:			
Parks facility a	pplication required:	Yes <u>✓</u> No	Attached
Assembly perr	mit required:	Yes No	Attached
STAFF COMME	NTS (list special requi	rements or conditions for	event):
Appr. Deny			
	Bus. Lic. Spvr.		
	Pub. Works Dir		
PRINTENNING PRINTENNING	Comm. Dev. Dir.		
	Field Svcs. Mgr.		
Afficial Contract Con	Fire Chief		
	Parks Dir.		
	Police Chief		
	Admin. Svcs. Dir.		

# 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 <u>non-profit organization</u> wishes to sponsor an event that is <u>open to the community at large</u> and will <u>utilize public property</u>. 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.

<u>All City Code requirements</u> 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 <a href="www.ci.porterville.ca.us/govt/CityClerk/">www.ci.porterville.ca.us/govt/CityClerk/</a>, 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.

<u>Liability insurance</u>: 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 <u>and</u> 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 <u>and</u> endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

Alcohol 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

**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.

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.

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.

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

Name of event: 14th	annual	HELD ON PUBLI	1 Safety	Fair
Sponsoring organization:	Family	NeathCare	Network	
/ .	ns Par		vent date: 10/12/14	2 - 5 : 00 Event time:

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

Vendor name	Address/Telephone	Business License required?	Type of Activity
Portonville PD	350 N. 'D' St		INFO BOOTY
SIERRA VIEW	465W. PUTDAM		INFO Booth
Proteus	54 m. main		и 1
Tulore County Ag	4437 s. Laspina		ic K
211 United Way	1601 E. Propperity Blud		11 /1
Portorville Public	41 W. Thuman AVE		11 11
MAXIMUS	1400 W. Lacey Blvd		tc A
Walmort Vision	,		(( //
ANTHEM Blue	3330 W. Mernal Kin	5	11 4
Ola Raza	180 w. main		u l
Health Net	2121 N. Dinuba Bl	10	11 41

<sup>\*</sup>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.

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:	alth & Safety	.Fair	~~~	Marine second and a
Sponsoring organization	: Family Hea	Itn Care N-	etwork	
Event date: [0//	2/14	Hours: _		1-5:00 PM
ATTACH MAP MARKIN	G AREAS TO BE CLOSED O	R USED:		
p	Closed			
Street Name	From	<u>To</u>		Activity
	•			
<u>Sidewalks</u>	From			Activity
		``		
Parking lots and spaces	Loc	cation	-	Activity
Parking Lot	East side of Ve	t's Park	Log	d/Unload
U				YICIUIS.
	i ;		· · · · · · · · · · · · · · · · · · ·	

### REQUIREMENTS FOR COMMUNITY CIVIC EVENT

### FAMILY HEALTHCARE NETWORK 14<sup>TH</sup> ANNUAL HEALTH AND SAFETY FAIR

### COCOLA BROADCASTING COMPANIES FIESTA DE LA FAMILIA

OCTOBER 12, 2014

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

No comments.

J. Phillips

Field Services Manager:

No comments.

B. Styles

Fire Chief:

No comment.

G. Irish

Parks and Leisure Services Director:

D. Moore

Vehicles to remain on path and only allowed to unload and load. Place extra provided trash cans by main pavilion #1 after event. No

parking in the park.

Police Captain:

D. Haynes

Please see Exhibit B.

Administrative Services Director:

P. Hildreth

Please see Exhibit A, page 2.

### REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor:

Family Healthcare Network and Cocola Broadcasting Companies

Event:

14th Annual Health and Safety Fair and Fiesta de la Familia

Event Chairperson: Isabel Olmos and Melly Saldana

Location:

Veteran's Park

Date of Event:

October 12, 2014

RISK MANAGEMENT:

Conditions of Approval

That the Family Healthcare Network and Cocola Broadcasting Companies 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 <u>not</u> 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 that A:VII, and the insurance company must be an 'admitted' insurer in the State of California.

# CITY OF PORTERVILLE Community Civic Event Application

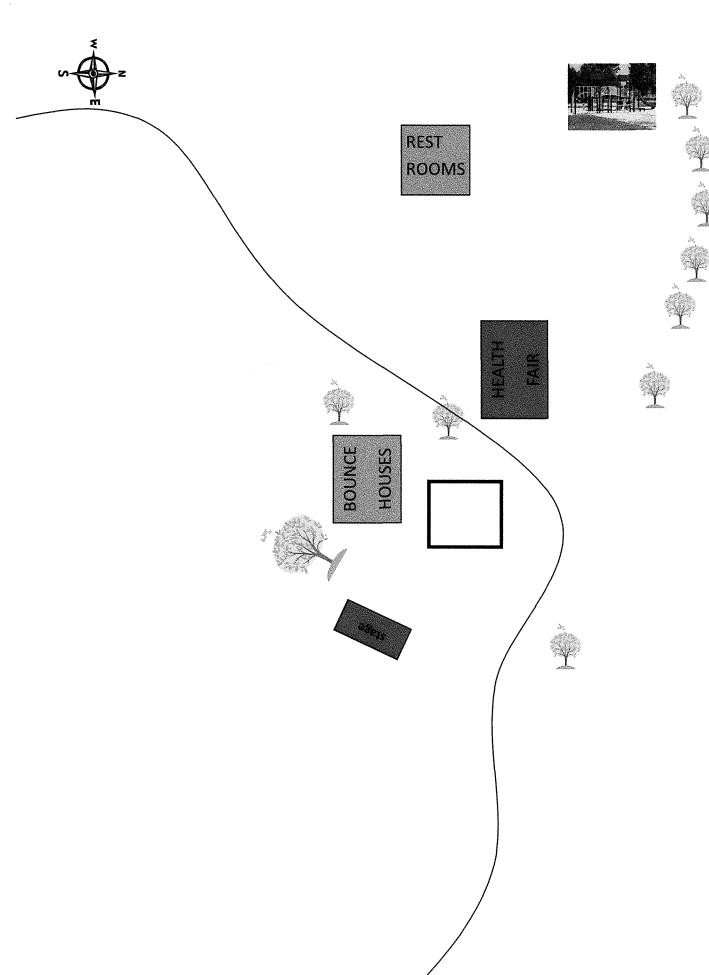
Proposed Event: Health & Safety Fair / Fiesta de la Famalia

Date of Event: 10-12-14 / 0600-1800 Location of Event: Veterans Park

### Recommendations/Requirements:

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

Dan Haynes, Captain Porterville Police Department



# 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: COULA BROAD(45TING CO (115TA) E IA FAMILIA EVENT)
	706 W. HERIODON AVE, FRESIN, CA 93650
2	Address where amplification equipment is to be used: 1501 W. HENDERSON AVE. PORTERVILLE (A
3	Names and addresses of all persons who will use or operate the amplification equipment: COCOLA BROADCRSTING 706 W . HERNDON AVE . FRESNO, CA 93650
4	Type of event for which amplification equipment will be used: FAMILY EVENT - HEALTH FAIR
5	Dates and hours of operation of amplification equipment: SUNDAY - OCTOBER 12th (ILW-7PM)
6	A general description of the sound amplifying equipment to be used: LIVE MUSIC FROM BANDS, MICROPHONES TWO SPEAKERS — BACK LINE EQUIPMENT.
	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 piace in which, or on which it is situated or located shall be primal 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 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 no
	than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.  I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.
	Signature of Applicant  Thereby certify that I have read and answered all statements on this registration form and that they are true and correct.  Applicant Date
	THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.
	City of Porterville, Chief of Police/Designee Date



### CERTIFICATE OF PROPERTY INSURANCE

OP ID: MN

DATE (MM/DD/YYYY)

03/21/14

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 :LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED ... EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

- 🗤	LEPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
ľ	fthis	s certificate i	s being prepare	d for a party who has an insurable in		perty, do not use	this	form. Use ACOR	D 27 or A	CORD 28.
PRO	UCE	R		559-733-1181		da N. Loflin, CIC	;			
BUCKMAN MITCHELL, INC. 559-738-5517 P.O. BOX 629				17 PHONE (A/C. No. Ext): 55	9-635-3518		FAX (A/C, N	o): 559-7	50-5461	
1500 North Santa Fe Street				ADDRESS: Line	dasTeam@bmin	1C.CC	om			
VISA	LIA,	CA 93279 Loflin, CIC			PRODUCER CUSTOMER ID: F	AMIL-5				
Lina	C 14.	Loimi, Oic				INSURER(S) AFFOR	RDING	COVERAGE		NAIC#
INSURED Family HealthCare Network				INSURER A : Ph	iladelphia Inder	nnit	y Ins. Co			
Karen Olivares				INSURER B:						
			Center Ave.		INSURER C:					
		visalia	, CA 93291		INSURER D :					
					INSURER E :					
					INSURER F:					
CO	<b>VER</b>	AGES		CERTIFICATE NUMBER:			REV	ISION NUMBER:		
LOCA	NOITA	OF PREMISES /	DESCRIPTION OF PR	OPERTY (Attach ACORD 101, Additional Remarks	Schedule, if more sp	ace is required)				
IN CI	DICA ERTII	TED. NOTWI	THSTANDING AN BE ISSUED OR I	ICIES OF INSURANCE LISTED BELOW H IY REQUIREMENT, TERM OR CONDITION MAY PERTAIN, THE INSURANCE AFFOR UCH POLICIES. LIMITS SHOWN MAY HAV	N OF ANY CONT	RACT OR OTHER I	DOCU D HE	JMENT WITH RESI	PECT TO	WHICH THIS
INSR LTR		TYPE OF IN	SURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	C	OVERED PROPERTY		LIMITS
Α	X	PROPERTY		PHPK1139638	03/01/14	03/01/15		BUILDING	\$	
	CAU	ISES OF LOSS	DEDUCTIBLES					PERSONAL PROPERT	Υ \$	
		BASIC	BUILDING 5,000					BUSINESS INCOME	\$	
		BROAD	CONTENTS				Ш	EXTRA EXPENSE	\$	
	X	SPECIAL	5,000					RENTAL VALUE	\$	
		EARTHQUAKE					X	BLANKET BUILDING	s	19,571,071
		WIND					X	BLANKET PERS PROF	, <u>\$</u>	9,298,573
		FLOOD						BLANKET BLDG & PP	\$	
							X	Bl w/ Extra Expense	\$	12,035,000
	X	Special	5,000						s	
		INLAND MARINE	•	TYPE OF POLICY					s	
	CAL	ISES OF LOSS					$\vdash$		\$	
		NAMED PERILS		POLICY NUMBER			$\vdash$		3	
<u> </u>						<u> </u>	$\vdash$		s	
•		CRIME							\$	
	TYP	E OF POLICY					$\vdash$		\$	
ļ	<del>                                     </del>	DON FO. 0 214.01	HAPPAY /				$\vdash$		<u> </u>	
1	<u> </u>	BOILER & MACH					H		5	
<del> </del>						<del> </del>	╁╼┼		\$	
l							$\vdash$		\$	
PDE	2141.	CONDITIONS / OT	UED COVEDACES (	Attach ACORD 101, Additional Remarks Schedule,	H man anana la rand				\$	
1			e for addition	•	it more space is redu	ival				
CE	RTIF	ICATE HOL	DER		CANCELLA.	TION	<del>,</del>	<del></del>		
Redevelopment Agency City of Porterville 291 N. Main Street Porterville, CA 93258				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						
					Merrie R	ndru <del>je</del>				

### 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) Of Organization(s):
	Redevelopment Agency
	City of Porterville
	Attn: Baldomero Rodriguez
	_
-	
	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:
  - In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 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
- 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.

	4 <i>C</i>	0	RD, CERTIFIC	ATE OF LIABIL	ITY INS	URANCI			E (MM/DD/YYYY) 0/04/2014
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Conshohocken, PA 19428					INSURERS A	AFFORDING COV	/ERAGE	N	IAIC#
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			West Herndon Avenue		INSURER B: Se	ntinel Insur	ance Company		11000
		Fre	sno, CA 93650-1033		INSURER C: Ha	rtford Casua	ilty Ins. Co.		29424
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			VERAL LIABILITY	39UUNZE1930		05/15/2015	EACH OCCURRENCE	\$	1,000,000
		Х	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$	300,000
			CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$	10,000
Α					•		PERSONAL & ADV INJURY	\$	1,000,000
			VL AGGREGATE LIMIT APPLIES PER:			-	GENERAL AGGREGATE	\$	2,000,000
:		GEN	POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$	2,000,000
		<u> </u>	TOMOBILE LIABILITY ANY AUTO	39UECZE4786	05/15/2014	05/15/2015	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В			ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
		X X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
·							PROPERTY DAMAGE (Per accident)	\$	
		GAF	RAGE LIABILITY ANY AUTO			****	AUTO ONLY - EA ACCIDENT	\$	
		-	ANT AUTO			-	OTHER THAN AUTO ONLY:  AGG	\$	
		EXC	CESS/UMBRELLA LIABILITY	39RHUZE1163	05/15/2014	05/15/2015	EACH OCCURRENCE	\$	1,000,000
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	ANY	PROF	PRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	· · · · · · · · · · · · · · · · · · ·
	If yes	, des	cribe under				E.L. DISEASE - EA EMPLOYEE		
	OTH		PROVISIONS below				E.L. DISEASE - POLICY LIMIT	<u> </u>	-
ке: The	Cei	ies rti	ta de la Familia & H ficate Holder is inc	LES/EXCLUSIONS ADDED BY ENDORSEM ealth Fair Event in Po luded as Additional In: n for nonpayment of pr	rterville, C sured per po	A on October	•	06	05).
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ÜE	KIIE	IÇA.	TE HOLDER		CANCELLA SHOULD AN		CRIBED POLICIES BE CANCELLI	ED RE	FORE THE
6. 6				1		ISSUING INSURER WILL ENDEA			
City of Porterville Successor Agency to the Porterville			*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,						
l			ccessor Agency to the development Agency	: rorterville	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
			l N. Main Street						
Porterville, CA 93257					AUTHORIZED REPRESENTATIVE				

Stephen W. Patterson/MARIO

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Insured: Cocola Broadcasting Companies, LLC

Policy #39UUNZE1930

Term" Effective from 05/15/2014 to 05/15/2015

have all your rights and duties under this Coverage Part.

#### e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodlly injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

#### 5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit Issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to llability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to lease that land; or
- Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, 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 connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- The preparing, approving, or failing to prepare or approve, maps, shop drawlings, opinions, reports, surveys, field orders, change orders or drawlings and specifications; or
- Supervisory, inspection, architectural or engineering activities.

### e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodlly Injury" or "property damage" included within the "products-completed operations hazard".

SUBJECT:

REQUEST FOR PROCLAMATION - CONSTITUTION WEEK -

SEPTEMBER 17-23, 2014

SOURCE:

ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT:

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

of the Council.

Ms. Pat Holly, representing the Alta Mira Chapter of the Daughters of the American Revolution (DAR), has requested that the Council consider approval of a proclamation to recognize September 17-23, 2014, as Constitution Week. Vice Mayor Hamilton is sponsoring this proclamation

request.

RECOMMENDATION:

That the City Council consider approval of the request to proclaim

September 17-23, 2014, as Constitution Week.

ATTACHMENT:

1. Request for Proclamation

2. Draft Proclamation

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Item No.





# City of Porterville REQUEST FOR PROCLAMATION

Date of Request: 9/2/14
Name of Event/Individual: Constitution Week, "Mr. John Doe" / Bells Across America
Name of Sponsoring Organization: Alfa Mina Chapter, DAR
Name of Contact Person: Pat Holly
Address: 33459 Globe Dr. Springville
Phone: <u>639-6019</u> , 783-3265 FAX:
E-mail: Paholly a ocsnet. net
I would like the proclamation: ☐ presented at a Council Mtg. ☐ mailed ☐ call for pick-up
Date(s) of Event: $\frac{9/17/14}{-9/23/14}$
Date of Council Meeting to be presented, if applicable: (Council meets 1" and 3" Tuesdays of each month.)
Individual or representative attending Council Meeting to receive proclamation:
tal Holly or another representative
Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:
Office of City Clerk
291 North Main Street
Porterville, CA 93257 (559) 782-7464 / Fax (559) 782-7452
All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.
City Clerk's Section
Request Received: 9014 Sponsored by: Hamilton Date: 9914
Approved by Council: yes \( \sigma \) no \( \sigma \) Date:
Notification to Contact person done (date): in writing □ by phone □
Items (s)    mailed    faxed    picked up
Comment:



# NEWS

DAR National Headquarters 1776 D Street NW Washington, DC 20006 www.dar.org

### Press contact:

FOR IMMEDIATE RELEASE

August 1, 2014

Home: 539-6019, Cell: 783-3265 (Phone)
paholy (Email)

SU.S. CONSTITUTION OCCUPATION

### AMERICA CELEBRATES U.S. CONSTITUTION DAR Promotes Constitution Week Awareness

WASHINGTON, DC – September 17, 2014, begins the national celebration of Constitution Week. The weeklong commemoration of America's most important document is one of our country's least known official observances. Our Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties and freedom, and to ensure those inalienable rights to every American.

The tradition of celebrating the Constitution was started many years ago by the Daughters of the American Revolution (DAR). In 1955, the Daughters petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into Public Law #915 on August 2, 1956 by President Dwight D. Eisenhower. The aims of the celebration are to (1) emphasize citizens' responsibilities for protecting and defending the Constitution, preserving it for posterity; (2) inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and (3) encourage the study of the historical events which led to the framing of the Constitution in September 1787.

The United States of America functions as a Republic under the Constitution, which is the oldest document still in active use that outlines the self-government of a people. This landmark idea that men had the inalienable right as individuals to be free and live their lives under their own governance was the impetus of the American Revolution. Today, the Constitution stands as an icon of freedom for people around the world.

"Constitution Week is the perfect opportunity to read and study this great document which is the safeguard of our American liberties," states DAR President General, Lynn Forney Young. "We encourage all citizens across the country to take time this week to reflect on our heritage of freedom and come together to Celebrate America!"

DAR has served America for 124 years as its foremost cheerleader. In 1928, the Daughters began work on a building as a memorial to the Constitution. John Russell Pope, architect of the Jefferson Memorial, was commissioned to design the performing arts center, known as DAR Constitution Hall. Today, DAR Constitution Hall is one of the only structures erected in tribute to the Constitution of the United States of America.

Known as the largest women's patriotic organization in the world, DAR has over 175,000 members with approximately 3,000 chapters in all 50 states and 13 foreign countries. The DAR has long promoted patriotism through commemorative celebrations, memorials, scholarships and activities for children, and programs for new immigrants. For more information about DAR and its programs visit www.dar.org or call (202) 628-1776.

## A SAMPLE PROCLAMATION Constitution Week 2014

Whereas, September 17, 2014 marks the two hundred and twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, I, -----, (Governor or Mayor) of the (State or City) of ----- do hereby proclaim September 17 through 23, 2014 to be

### CONSTITUTION WEEK

In (State or City), and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

PLACE STATE OR CITY SEAL HERE

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the (State or city) of -----on this seventeenth day of September in the year of our Lord two thousand fourteen and of the Independence of the United States of America the two hundred and thirty eighth and of the (Statehood) of ------the -----.

### THIS ITEM HAS BEEN REMOVED

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

SOURCE: Administration

COMMENT:

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

Since its last review on September 2, 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.

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Item No. <u>/3</u>

RECOMMENDATION:

That the Council:

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

ATTACHMENT: None

CITY COUNCIL AGENDA: SEPTEMBER 16, 2014

### **PUBLIC HEARING**

SUBJECT: BUDGET ADJUSTMENT/CITIZENS' OPTION FOR PUBLIC

SAFETY (COPS) PROGRAM FUNDING

SOURCE: Police Department

COMMENT: For the past several years the City of Porterville has annually

received funding from the State of California through the Citizens' Option for Public Safety (COPS) Grant Program. The City of Porterville is again slated to receive \$100,000 this Fiscal Year 2014/2015 and a public hearing on the intent of the expenditures is required. In the past, the Police Department has used these funds in support of personnel assigned to the department's Patrol Division, including all necessary training, equipment, and overtime costs. The expenditure of these funds in this manner is in proper adherence with the requirements as specified in the Assembly Bill.

RECOMMENDATION: That the City Council:

- 1) Conduct the public hearing to receive public comment:
- 2) Authorize use of these funds to offset costs for personnel assigned to the department's Patrol Division, including necessary training, equipment, and overtime costs; and
- 3) Approve a budget adjustment increasing the Police Department's Special Safety Grants-Citizens' Option for Public Safety (COPS) budget by \$100,000.

Attachment: Draft Resolution

D.D. Appropriated/Funded MB C.M. Item No. 14

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# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACCEPTING CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT FUNDS AND APPROVING A BUDGET ADJUSTMENT TO THE POLICE DEPARTMENT BUDGET

BE IT HEREBY RESOLVED by the City Council of the City of Porterville as follows:

- 1. That the City of Porterville accepts the 2014/2015 Citizens' Option for Public Safety (COPS) Grant Funds; and
- 2. Police Department's Special Safety Grants-Citizens' Option for Public Safety (COPS) budget is increased by \$100,000 to allow for expenditure of those Grant Funds in support of personnel assigned to the Patrol Division and their operational costs.

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

	Milt Stowe, Mayor	
ATTEST:		
John D. Lollis, City Clerk		
By: Patrice Hildreth, Chief Deputy City Cle	erk	

### PUBLIC HEARING - CONTINUED

TITLE:

DRAFT ORDINANCE CONCERNING MEDICAL CANNABIS/MARIJUANA CULTIVATION

SOURCE:

CITY ATTORNEY/COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On September 2, 2014, the City Council of the City of Porterville, at its regularly scheduled meeting, conducted a public hearing to hear testimony from the public and consider all information in the record relating to the draft ordinance concerning medical marijuana cultivation. In an effort to resolve proposed amendments, the Council called for a continuation of the public hearing to the meeting of September 16<sup>th</sup>.

The Council directed that the following items be amended:

- 301.23(e)2 Remove restriction of 600 foot radius between allowed cultivation areas.
- 301.23(e)3 Concerns raised, but no clear direction provided. Language previously proposed: No medical cannabis cultivation site shall be located within 1,000 feet of a sensitive use.
- 301.23(e)8 Concerns raised, but no clear direction provided. Language previously proposed: 16 plants would be permitted, not more than four (4) indoors and not more than 12 outdoors.
- 301.23(e)20 Remove requirement for cultivation area to be secured by an alarm at all times during growing season.
- 301.23(j)4 Identify Section 601.11 as the proper appeals process in the Development Ordinance. 301.23(m) has been amended as well to further clarify the appeal process.

Staff is requesting Council direction for the distance of cultivation sites to sensitive uses, as well as clarification on the number of plants to be permitted.

ENVIRONMENTAL: The Environmental Coordinator made a determination that approving the draft ordinance ("project") is not subject to the California Environmental Quality Act pursuant to §15060(c)(2) of the California Code of Regulations. Staff had also considered the exemption of the proposed ordinance from CEQA in accordance with §15061(b)(3) (General Rule), §15304 (Minor alterations to land), §15321 (Enforcement actions by regulatory agencies), §15311 (Accessory structures), but after careful evaluation came to the conclusion that the adoption of the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

CONCLUSION: The draft ordinance is a result of multiple compromises, where public safety, land use authority, and property pwner rights are balanced with the needs of those

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who are authorized to use medical cannabis. The draft ordinance would provide opportunity to those medical cannabis users to cultivate it with less residual effects to neighboring property owners or the general public. If the ordinance is approved, staff will bring forth a report in one year's time to review any issues or concerns that came up during the initial period of implementation.

**RECOMMENDATION:** 

That the City Council:

- Consider any additional public testimony; 1.
- Finalize the noted areas where there were concerns; 2.
- Approve the proposed ordinance for medical cannabis 3. cultivation and give first reading to the draft Ordinance; and Waive further reading and order the Ordinance to print.
- 4.

ATTACHMENT:

**Draft Ordinance** 

ORDINANCE NO
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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE I, SECTION 15-5.1 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING REFUSAL TO ISSUE LICENSES, REPEALING ARTICLE VII, SECTIONS 15-85 THROUGH 15-105, OF CHAPTER 15, AND ADDING SECTION 301.23 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING MEDICAL MARIJUANA CULTIVATION

WHEREAS, in November 2007, and in response to the implementation by the State of the Compassionate Use Act of 1996, the Medical Marijuana Program Act (2003) and subsequent case law, the City Council of the City of Porterville adopted Ordinance No. 1734, which amended the City's regulations concerning medical marijuana dispensaries, prohibiting the issuance of business licenses for the purpose of operating medical marijuana dispensaries, but allowing for their regulation in the event federal law changed; and

WHEREAS, the City Council of the City of Porterville, based on recent and ongoing problems related to the local cultivation of medical cannabis, hereby finds that the cultivation, preparation and distribution of medical cannabis in the city has caused and is causing ongoing impacts to the community. These impacts are intensified by the activities of those who are abusing the current State statutory provisions for the cultivation, processing and distribution of cannabis for nonmedical, improper and illegal purposes. These impacts include increased crime related to outdoor cultivation occurring on residential lots, damage to buildings containing indoor grows, increases in home invasion robberies and related crimes, and increases in response costs, including code enforcement, building, land use, fire, and police staff time and expenses; and

WHEREAS, the City finds that it is in the best interest of the community to regulate the use of land within the city limits for the purposes of collectively cultivating, preparing, or dispensing medical cannabis, and to continue to deny business licenses to applicants desiring to open a medical marijuana dispensary within city limits; and

WHEREAS, legislation and case law confirms that the City has the power to regulate individual cultivation and restrict and even prohibit dispensing of medical cannabis, as well as *regulate* the collective cultivation and preparation of medical cannabis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY ORDAIN as follows:

SECTION 1. The Porterville Municipal Code, Chapter 15, Article I, Section 15-5.1 is hereby amended as follows:

### 15-5.1: REFUSAL TO ISSUE LICENSE

A. Nothing in this Section shall be deemed to prevent the City Council from refusing to grant to any person a license to carry on and conduct any business in the city, when it shall appear to

ATTACHMENT ITEM NO. the City Council that such business is, or is reasonably certain to be, carried on in such manner as to be unlawful, immoral or a menace to the health, safety, peace or general welfare of the people of the city, or that the applicant is not a fit or proper person to carry on such business, or of such character and reputation as to render it reasonably certain that such business will be carried on by the applicant in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city, or that the applicant has theretofore been convicted of any crime in connection with, or while engaged in the operation of a similar business in the city, or has been convicted of any crime affecting the moral character of such applicant.

- B. The City Council shall refuse to issue a business license to any applicant where it is apparent that the issuance of such license would allow for the practice, operation or carrying out of any activity that conflicts with any local, state or federal law.
  - SECTION 2. Chapter 15, Article VII, Sections 15-85 through 15-105, is hereby repealed.
  - SECTION 3. Series 300: Additional Use and Development Regulations
  - 301 Standards for Specific Uses and Activities
  - 301.01 Accessory Uses and Structures
  - 301.02 Alcoholic Beverage Sales
  - 301.03 Animal Keeping
  - 301.04 Automobile Vehicle Service and Repair, Major and Minor
  - 301.05 Auto Service Stations and Car Washing
  - 301.06 Crop Cultivation
  - 301.07 Family Day Care Home, Large
  - 301.08 Hazardous Waste Management Facilities
  - 301.09 Home Occupations
  - 301.10 Manufactured Homes
  - 301.11 Mobile Home Parks
  - 301.12 Outdoor Retail Sales
  - 301.13 Personal Storage Facilities
  - 301.14 Recycling Facilities
  - 301.15 Residential Care Facilities, General
  - 301.16 Second Dwelling Units
  - 301.17 Sexually Oriented Facilities
  - 301.18 Single Room Occupancy Hotels
  - 301.19 Social Service Facilities
  - 301.20 Telecommunication Facilities
  - 301.21 Temporary Uses
  - 301.22 Transitional and Supportive Housing
  - 301.23 Medical Cannabis Cultivation

SECTION 4. Section 301.23 is hereby added to Article 21 (Porterville Development Ordinance) as follows:

#### A. Purpose and Intent

- 1. The City Council of the City of Porterville, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of medical cannabis in the city has caused and is causing ongoing impacts to the community. These impacts are intensified by the activities of those who are abusing the current State statutory provisions for the cultivation, processing and distribution of cannabis for nonmedical, improper and illegal purposes. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the commercial districts. These impacts have also created an increase in response costs, including code enforcement, building, land use, fire, and police staff time and expenses.
- 2. The City Council also acknowledges that the voters of the State of California have provided a criminal defense to the cultivation, possession and use of medical cannabis for medical purposes under the Compassionate Use Act, but that the Compassionate Use Act does not address land use or building code impacts or issues arising from the resulting increase in cannabis cultivation within the city.
- 3. The purpose and intent of this chapter is to regulate the cultivation, *preparation* and distribution of medical cannabis in a manner that protects the public health, safety, and welfare of the community and mitigates for the cost to the community of the oversight of these activities.

#### B. Interpretation and Applicability

- 1. No part of this chapter shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. Section 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state, federal law, statute, rule or regulation. The cultivation, preparation, and distribution of medical cannabis in the city is controlled by the provisions of this chapter of the Porterville Development Ordinance.
- 2. Nothing in this chapter is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
- 3. Nothing in this chapter is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.

- 4. Nothing in this chapter is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
- 5. Nothing in this chapter is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
- 6. All cultivation, preparation and distribution of medical cannabis within city limits shall be subject to the provisions of this chapter and other applicable provisions of this Code, regardless of whether cultivation, preparation, or distribution existed or occurred prior to adoption of this chapter.
- C. Definitions: For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
  - 1. Dwelling Unit. A room or suite of rooms including one (1) and only one (1) kitchen, and designed or occupied as separate living quarters for one (1) family.
  - Medical Cannabis (also known as medical marijuana). Cannabis, including constituents
    of cannabis, THC and other cannabinoids, used as a physician-recommended form of
    medicine or herbal therapy.
  - 3. Medical Cannabis Cooperative or Collective. Any person, association, cooperative, affiliation, or collective of persons who provide education, referral, or network services, and/or facilitation or assistance in the cultivation, preparation or distribution of medical cannabis.
  - 4. Medical Cannabis Cultivation Area. The area allowed for the growing and preparation of medical cannabis.
  - 5. Medical Cannabis Cultivation Facility. A facility at which medical cannabis is grown and harvested for supply to a medical cannabis preparation facility and/or a medical cannabis distribution facility.
  - 6. Medical Cannabis Distribution. The supply to a qualified patient by any person, including a primary caregiver, cooperative or collective, of medical cannabis that is not grown in the qualified patient's residence.
  - 7. Medical Cannabis Distribution Facility/Dispensary. Any facility or location where the primary purpose is to distribute medical cannabis as a medication upon recommendation by a physician and where medical cannabis is made available to or distributed by or to a primary caregiver or a qualified patient in strict accordance with the Compassionate Use Act of 1996 (Cal. Health and Safety Code §§ 11362.5 et seq.).
  - 8. Medical Cannabis Preparation. Includes, but is not limited to: manicuring, drying, curing, pressing, cooking, baking, infusing, grinding, bagging, packaging, rolling.
  - 9. Medical Cannabis Preparation Facility. A facility at which medical cannabis is processed for supply to a medical cannabis distribution facility.

- 10. Qualified Patient. As defined in Cal. Health and Safety Code §§ 11362.7 et seq., and as it may be amended from time to time.
- 11. Residence. A legal dwelling unit.
- D. Severability: If any part of this chapter is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.
- E. Cultivation Generally: A qualified patient shall be allowed to cultivate medical cannabis for their own personal use. Cultivation of medical cannabis for said use shall be in conformance with the following standards:
  - 1. No more than one medical cannabis cultivation area shall be permitted on a legal parcel, regardless of the number of dwelling units on the parcel;
  - 2. Medical cannabis cultivation areas shall be located no closer than 600 feet from one another;
  - 3. No medical cannabis cultivation site shall be located within 1000 \* feet of a sensitive use "use, sensitive" as defined in Chapter 700;
  - 4. The residence shall remain at all times a residence with legal and functioning cooking, sleeping and sanitation facilities. Medical cannabis cultivation shall remain at all times accessory to the residential use of the property;
  - 5. The qualified patient shall reside at the residence where the medical cannabis cultivation occurs;
  - 6. Cultivation of medical cannabis for personal use shall occur only on the parcel occupied by a qualified patient and shall be for the exclusive use of the qualified patient and otherwise in conformance with this chapter (i.e. no collectives or cooperatives);
  - 7. Cultivation of medical cannabis for personal use shall not displace required off-street parking, or violate any other provisions of the Porterville Municipal Code;
  - 8. Qualified patients shall have no more than the number of plants the patient is permitted under State law to have, provided that in no case shall any parcel/dwelling have more than 16 plants; with not more than four (4) cultivated indoors and twelve (12) cultivated outdoors;
  - 9. The use of gas products (e.g., CO2, butane, etc.) for medical cannabis cultivation is prohibited;
  - 10. There shall be no exterior evidence of medical cannabis cultivation occurring at the property, from a public right-of-way;
  - 11. Medical cannabis cultivation is prohibited as a home occupation;
  - 12. No distribution of medical cannabis cultivated for personal use shall be allowed other than as otherwise authorized by this Code;
  - 13. Medical cannabis cultivation shall be an accessory use to a primary residential use on a property within the RS-1 and RS-2 zones, or at a single-family residence within the

- RM-1, RM-2 or RM-3 zones. Medical cannabis cultivation is not allowed in multi-family developments or in mobile home parks;
- 14. The cultivation of medical cannabis shall not adversely affect the health or safety of the residents of the property on which it is cultivated, or nearby properties through creation of mold, mildew, dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, surface runoff, or other impacts, or be hazardous because of the use or storage of materials, processes, products or wastes pursuant to the standards contained in Chapter 306 Performance Standards of this Code;
- 15. Medical cannabis cultivation lighting shall not exceed 1,200 watts;
- 16. The accessory structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes);
- 17. All electrical equipment used in the cultivation of medical cannabis, (e.g., lighting and ventilation) shall be plugged directly into a wall outlet or otherwise hardwired and permits obtained pursuant to the California Building, Electrical, Mechanical, Plumbing or other state or local laws rules and regulations;
- 18. Prior to performing any work on electrical wiring/rewiring the applicant shall first obtain a building, mechanical and/or electrical permit from the Building Division;
- 19. If required by California Building or Fire Code, the wall(s) adjacent to the cultivation area shall be constructed with 5/8-inch Type X moisture-resistant drywall;
- 20. Medical cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons;
- 21. The growing of medical cannabis outdoors shall comply with the setback requirements for the primary residence on the property subject to the zoning classification of the property;
- 22. Medical Cannabis plants shall be grown in an area enclosed with a solid view obscuring fence, secured with self-closing and locking gates, and shall not exceed a maximum height of five (5) feet for properties with a six (6) foot tall fence. In the alternative, plants may grow to a maximum height of seven (7) feet if the area is fenced and screened to eight (8) feet in compliance with applicable Development Ordinance and California Building Code standards; and
- 23. Areas for cultivation of medical cannabis shall be secured, locked, and fully enclosed and rendered inaccessible to minors.

#### F. Preparation

A qualified patient shall be allowed to prepare for personal use medical cannabis cultivated on the property or within his or her private residence or accessory structure. Preparation of medical cannabis cultivated at the residence shall be in conformance with the following standards:

- 1. Only medical cannabis cultivated at the residence in conformance with this chapter shall be allowed to be prepared for use at the residence;
- 2. The primary use of a dwelling unit shall remain at all times a residence with legal and functioning cooking, sleeping and sanitation facilities. Medical cannabis preparation shall remain at all times accessory to the residential use of the property;
- 3. The medical cannabis preparation shall be in compliance with the current adopted edition of the California Codes;
- 4. The use of gas products (e.g., CO<sub>2</sub>, butane, etc.) for medical cannabis preparation is prohibited;
- 5. The preparation of medical cannabis shall not adversely affect the health or safety of the residents, residence or accessory building in which it is processed, or nearby properties through creation of mold, mildew, dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, surface runoff, or other impacts, or be hazardous because of the use or storage of materials, processes, products or wastes pursuant to the standards contained in Chapter 306 Performance Standards of this Code; and
- 6. Cultivation of medical cannabis for personal use shall not displace required off-street parking, or violate any other provisions of the Porterville Municipal Code.
- G. Medical cannabis preparation is prohibited as a home occupation.
- H. No sale or distributing of medical cannabis processed for personal use shall be allowed.
- I. Individual Distribution Prohibited. Medical cannabis cultivated or processed for personal use as provided for in this chapter shall not be distributed to any person, cooperative or collective, unless as otherwise proscribed by this Article.

#### J. Cultivation Permit:

- Prior to commencing any medical cannabis cultivation, the person(s) owning, leasing, occupying, or having charge or possession of any legal parcel or premises where medical cannabis cultivation is proposed to occur must obtain a medical cannabis cultivation permit from the Community Development Director or his or her designee. The following information will be required with the initial permit application and subsequent permit extensions:
  - a. A notarized signature from the owner of the property consenting to the cultivation of cannabis at the premises on a form acceptable to the City.
  - b. The name of each person owning, leasing, occupying, of having charge of any legal parcel or premises where medical cannabis will be cultivated.
  - c. The name of each qualified patient or primary caregiver who participates in the medical cannabis cultivation.
  - d. A copy of the a current valid medical recommendation or county-issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver.
  - e. The physical site address of where the marijuana will be cultivated.

- f. A signed consent form, acceptable to the City, authorizing City staff, including the Police Department authority, to conduct an inspection of the cultivation area without notice.
- 2. The initial permit shall be valid for no more than two (2) years and may be extended in increments of two (2) years.
- 3. To the extent permitted by law, any personal or medical information submitted with a medical cannabis cultivation permit application or permit extension shall be kept confidential and shall only be used for purposes of administering this chapter.
- 4. The Zoning Administrator may, in his or her discretion, deny any application for a medical cannabis cultivation permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such permit, or extension thereof, would be detrimental to the public health, safety, or welfare. The Zoning Administrator shall deny any application for a medical cannabis permit, or extension thereof, which does not demonstrate satisfaction of the minimum requirements of this chapter. Failure to comply with requirements twice within a permitting period constitutes grounds for permit revocation and serves as a basis for denial of any new application or extension. The denial of any permit application, or permit extension, shall be subject to appeal pursuant to Section 601.11 Appeals.
- 5. The City may establish a fee or fees required to be paid upon filing of any application for permit(s) as provided by this Chapter, which fees shall not exceed the reasonable cost of administering this chapter, including but not limited to review of applications for permits, monitoring and inspections, and enforcement costs. Said fee or fees shall be established by Resolution of the City Council.
- K. Medical Cannabis Cultivation or Distribution Facility/Dispensary. Medical cannabis distributing facilities or dispensaries are not a permitted use and are prohibited in any and all zoning designations or districts within the city limits.
- L. Enforcement. Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations.
- M. Appeals. With the exception of the appeal process set forth in subsection (J)(4) for consideration of applications for permits, any other decisions made by the Zoning Administrator related to the application and enforcement of this Section including, but not limited to decisions to suspend, revoke or modify a permit, shall be subject to the appeal provisions set forth in Chapter 612 Appeals of the Porterville Development Code. Any person aggrieved by any of the requirements of this section may appeal in so far as such appeals are allowed pursuant to Section \_\_\_ of the Porterville Municipal Code.

SECTION 5. Series 700: General Terms, Chapter 700.02 is hereby amended to add in alphabetical order "Use, Sensitive" to definitions to read as follows:

Use, Sensitive. Any cemetery/religious institution; school; public building regularly frequented by children; public park; or boys' and girls' club, or similar youth organizations.

SECTION 6: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

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

	By:	Milt Stowe, Mayor	
ATTEST: John D. Lollis, City Clerk			
By:	erk		

#### SCHEDULED MATTER

SUBJECT: PROPOSED UPDATE TO ANNEXATION & MUNICIPAL SERVICES

POLICIES AND PROCEDURES

SOURCE: Community Development Department- Planning Division

HISTORY: In 1986, the City Council adopted Resolution 33-86, establishing policies concerning annexation and extension of municipal services. Since that time, state and regional laws and policies have changed the regulatory framework of annexation and provision of municipal services. The current policy (Attachment 1) identifies objectives of future annexations, and outlines a step-by-step procedure for processing annexation requests. Most of this policy is fundamentally correct, and still in use by the Community Development Department. Over time, terminology has changed, as have City procedures, and staff has adapted the policy

internally as needed.

COMMENT: With the pending amendment of the City's Sphere of Influence by the Tulare Local Area Formation Commission (Tulare LAFCo), followed by the anticipated amendment to the County adopted Urban Development Boundary (UDB) for the City, the policy is due for detailed review and revisions. In addition, a recent increase in the number of requests for municipal water services has underscored the importance of clearly established and firmly implemented procedures.

Specifically, staff requires direction on the matter of extending municipal services beyond the City's municipal boundaries, through a process commonly referred to as an "Extraterritorial Service Agreement." The state allows for such an agreement in Section 56133 of the Government Code, subject to specific procedures and findings. The City's current policy is outdated and inconsistent with California Government Code as well as Tulare LAFCo policy.

Over the last few years, the City has extended municipal services such as sewer, water, and storm drain connection to areas outside the city limits as long as the following conditions were met:

- The property in question was an existing single-family residence on a lot size not conducive to further development according to County lot minimum standards;
- The subject parcel was along the alignment of a City water (or sewer/storm drain) main;
- a request for municipal services is submitted to the Public Works Director;
- the land use is consistent with the City's General Plan;
- a "Consent to Annexation" form was filed; and

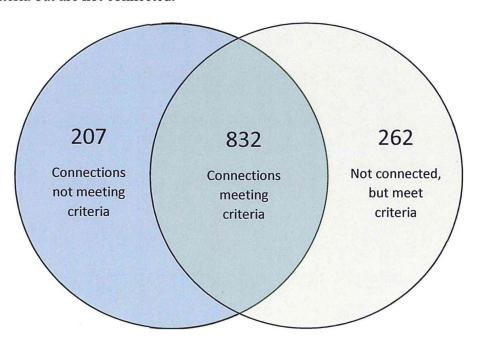
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Item No. 16

connection fees were paid in full.

In a situation meeting the above referenced conditions, a property owner could quickly connect to City services, and in times of urgent need - for example, if a private well failed - the current procedure could allow connection within just a few days. According to institutional memory, the City has not in the past coordinated with LAFCo to approve Extraterritorial Service Agreements prior to accommodating the connection of services for single-family residences.

In reviewing existing extraterritorial service extensions, staff has analyzed the parcels that meet the conditions identified above specific to water connections, and found that there are 1,094 parcels within the City's proposed UDB that meet the criteria referenced above. There are 1,039 water connections outside the city limits. Of those, 832 meet the criteria referenced above. This leaves 207 water connections that have been established but do not meet the criteria, and 262 parcels that do meet the criteria but are not connected.



1,039 Connections

1,094 Meet Criteria

Possible explanations for this large number of extraterritorial water service connections include:

- At various times in the past, the City had acquired private water companies due to the private system either failing to meet supply needs, or failing to meet water quality standards;
- Certain subdivisions developed in the County did not annex but requested (and were approved for) municipal services;

• Independent property owners' wells failed and requested connection, which was approved ministerially or per Council's approval, consistent with the existing policy.

Tulare LAFCo Policy C-6 does not prohibit extension of City services to properties outside the city limits, but it does require coordination with LAFCo per Government Code Section 56133. If the service request is within the City's adopted Sphere of Influence, the authorization may come from the Executive Officer on behalf of the Commission. Staff expects that future compliance with this requirement would result in little delay to the past practice of connecting a property owner quickly in times of urgent need.

While the City is fortunately equipped to provide certain municipal services beyond its jurisdictional boundaries on a limited basis, the expectation has long been that at such time a property (with municipal connections) was able to annex to the city, annexation would be pursued. This may be initiated by the applicants or by the City, and the presumption had been that with the signed "Consent to Annexation" form required in order to connect to municipal services, eventual annexation would not be debated by a property owner. Since that time, the City Attorney has counseled staff that the "Consent to Annexation" form is not legally binding. Instead, some other jurisdictions now require an "Irrevocable Agreement to Annex," which is an agreement recorded by grant deed that legally binds any future property owner to annexation at such time that an application to annex is processed.

For the most part, the City's original <u>Annexation Policy Manual & Municipal Services Policy for Unincorporated Areas</u> needs only minor adjustments to return to full compliance with the Government Code and Tulare LAFCo policies. However, the City's policy and procedures must be more clearly written as it relates to Extraterritorial Service Agreements in order to preserve the City's resources and ensure consistent implementation. In addition, staff and legal counsel would encourage the Council to consider implementation of a more legally binding "Irrevocable Agreement to Annex" instead of, or in addition to, the "Consent to Annexation" form.

With input from the Council on these important concepts, staff will make necessary adjustments and bring back a revised policy and procedures manual for adoption at the next meeting.

#### RECOMMENDATION: That the City Council:

- 1. Review the proposed resolution defining objectives and policies for annexations and municipal services;
- 2. Direct the Zoning Administrator to amend the annexation application to reflect updated codes and regulations, such as CEQA and the Cortese-Knox-Hertzberg Act; and

3. Provide direction relative to parameters for provision of extraterritorial services and implementation of an "Irrevocable Agreement to Annex."

#### **ATTACHMENTS**

- 1. Annexation Policy Manual & Municipal Services Policy for Unincorporated Areas, 1986
- 2. Tulare LAFCo Policy C-6
- 3. Draft resolution defining objectives and policies for annexations and municipal services
- 4. Draft Irrevocable Agreement to Annex form

## CITY OF PORTERVILLE



# ANNEXATION POLICY MANUAL AND AND MUNICIPAL SERVICES POLICY FOR THE UNINCORPORATED AREAS

ATTACHMENT ITEM NO. /

### "ÇITY OF PORTERVILLE"

# ANNEXATION POLICY MANUAL AND

MUNICIPAL SERVICES POLICY

FOR THE UNINCORPORATED AREAS

#### RESOLUTION NO. 33-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING AMENDMENT TO THE ANNEXATION POLICY MANUAL

BE IT HEREBY RESOLVED by the City Council of the City of Porterville that the attached Annexation Manual and Municipal Services Policy for the Unincorporated Areas, Exhibit "A", is hereby adopted this 1st day of April, 1986, to become effective July 1, 1986.

Nero Pruitt, Mayor

ATTEST:

G. Hurtjaker, City Clerk

#### ANNEXATION POLICY MANUAL

#### I. INTRODUCTION

The unincorporated territories abutting the City of Porterville, and those territories within the Urban Improvement Boundaries are termed the City's unincorporated "Fringe". The City of Porterville's unincorporated fringe is sizeable, measuring better than one-half of the City's present corporate land area.

#### II. HISTORY

The Porterville City Council by Resolution No. 33-86, adopted April 1, 1986, established the following policy concerning annexation to the City of Porterville.

"The City Council of the City of Porterville, California, recognizing that the City in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the City of Porterville to annex to said City of Porterville."

During the past twenty years rapid expansion of the City's boundaries has caused concern within City government about costs of extensions of public facilities and services. The City of Porterville has taken the position that the costs of all physical improvements within the City have been paid by property owners, and other taxes derived in the City, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

#### III. OBJECTIVES

- 1. To provide for land development which will balance the current growth trend and allow a more manageable potential for the extension of public services and facilities.
- 2. To channel future growth into land more suitable for the development of urban pursuits as evidence by:
  - a. Lower acreage bare land costs.

- b. Unsuitability of the clay type soils for agricultural pursuits other than citrus.
- c. Scenic potential of hillside lands.
- d. Need for public facilities to serve existing development.
- 3. To respond to transportation planning needs.
- 4. To provide a viable interface with land use planning modes, and the full implementation of the Porterville General Plan, as amended.
- 5. To obtain and correlate pertinent data and information from City, County, and State agencies, the private sector, and field surveys.
- 6. To determine for the area described in each petition/consent for annexation that the subject proposal will be considered upon its merits, what benefits would accrue to the City and to the area residents/property owners.
- 7. To equate said benefits applicable for each proposal, thereby determining a benefit balance or imbalance, and forming the basis for recommendation to the legislative body as to which areas, based on comparable standards, should be encouraged to annex to the City.
- 8. To identify the problems involved in any proposal considered for annexation.
- 9. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

#### IV. POLICY

As witnessed during past years, the community is experiencing intensive urban development, and it is anticipated this urbanization will continue at a fairly substantial rate.

The City Council of the City of Porterville hereby makes this statement of policy as a guide and rule in the annexing of properties to the City of Porterville:

1. It shall be the policy of the City Council to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary.

- 2. It shall be the policy of the City Council to discourage single family one (1) lot annexation proposals, that may have an adverse fiscal impact on the City of Porterville.
- 3. It shall be the policy of the City Council that territory shall not be annexed to the City of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the City of Porterville.
- 4. It shall be the policy of the City Council that annexation proposals shall be in conformance with the Cortese-Knox Local Government Reorganization Act of 1985, as amended.
- 5. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
- 6. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/ resident or developer.
- 7. It shall be the policy of the City Council to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
- 8. It shall be the policy of the City Council that the applicant for present proposals to the Project Review Committee at the City Hall and explain the particulars of the area under consideration for possible annexation, including a plan for services.
- 9. It shall be the policy of the City Council that procedures as outlined in Exhibit "A" shall be adhered to for submittal of a formal annexation application to the City of Porterville.

#### EXHIBIT "A"

#### PROCEDURES:

- On receipt of an annexation proposal (See Annexation Application), the material will be forwarded to the Project Review Committee, LAFCO staff and the County Public Works Department for review and recommendation.
- 2. On receipt from the Project Review Committee of the necessary application and data, staff will prepare a report and findings on environmental aspects of the proposed annexation area.
- On review of the Environmental Review Committee, a determination of environmental significance will be prepared in conformance with the California Environmental Quality Act, as amended.
- 4. On completion of the environmental document, the proposed annexation application will be forwarded to the Porterville City Council for its consideration and endorsement.
- 5. On receipt of an endorsement, documents will be filed in accordance with the Cortese Knox Local Government Reorganization Act of 1985, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
- 6. On approval of the Local Agency Formation Commission, staff will forward recommendations and conditions to the City Council for its review and consummation of the annexation proposal.

- 7. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees (To be paid by Applicant).
- 8. Pre-Zoning (Staff to make determination).

In the event that pre-zoning is required by the City of Porterville, the applicant shall provide the following:

- A. Filing Fee and Environmental Fees.
- B. Application Form.
- C. 300-foot radius map.
- D. Property Owners List.
- E. Photographs (optional).

#### ANNEXATION APPLICATION

The application for annexation shall include the following:

- A. An Environmental Information Form addressing the annexation and proposed future development.
- B. A legal description of the annexation area, (Complete metes and bounds description, or bearings and distance from field surveys description, an annexation map 8-1/2" X 14", prepared by or under the direction of a registered civil engineer or licensed land surveyor.)
- C. Annexation fees shall be filed pursuant to the provision of the City of Porterville Comprehensive Fee Schedule.
- D. A Consent to Annex form signed by owner(s).
- E. If applicable, an application for pre-zoning (zone change).
   Subject application for a zone change shall be in conformance with the Land Use Element designation of the Porterville General Plan.

#### **APPENDICES**

- 1. Environmental Information Form.
- 2. Consent to Annex Form.
- 3. Annexation Proposal Questionnaire (To be prepared by staff).
- 4. Annexation Proposal Plan for Service/Critique (To be prepared by staff).
- 5. Sample Annexation Map.

Note: Shown on 8 ½" x 11" paper; CORRECT SIZE TO BE SUBMITTED

SHOULD BE ON 8 ½" x 14" PAPER. Any deviation from

content (not form) will impede further processing until

corrected by Applicant.

- 6. Sample Legal Description: To be typed on 8 ½" x 11" paper.
  - Note: Any deviation from content and form will impede further processing until corrected by Applicant.
- 7. Cortese-Knox Local Government Reorganization Act of 1985 Flow Chart.
- 8. City of Porterville Annexation and Pre-Zoning Flow Chart.

#### CITY OF PORTERVILLE

#### DEPARTMENT OF COMMUNITY DEVELOPMENT AND SERVICES

#### PLANNING DIVISION

#### ENVIRONMENTAL INFORMATION FORM

Date I	Filed:		
*		(To be completed by Applicant or Engineer)	
For O	ffice Use Only:	Receipt No	Amount:
		Date:	
		Received By:	
		ERC No.	
Note:	Failure to ansv	ver applicant questions could delay the processing	
		*	
Genera	al Information:		
1.	 Name and add	ress of developer or project sponsor:	
		ess of developer of project spousor	**
2.	Address of pro	ject:	
3.	•	, and telephone number of person to be contacted	
4	T 1 1		1.41.6
. 4.	moicate numbe	er of the permit application for the project to which	on this form pertains:
5.		pe any other related permits and other public approper required by city, regional, state and federal agen	
6.	Existing zoning	; district:	
7.		f site (project for which this form is filed):	

n .	Contract of the	7				
Proj	POT	1 10	CCT	1777	TO	n:
1 10	COL		OUT.	Thi	MO.	щ,

- 8. Site size.
- Square footage.
- 10. Number of floors of construction.
- 11. Amount of off-street parking provided.
- 12. Attach plans.
- 13. Proposed scheduling.
- 14. Associated project.
- 15. Anticipated incremental development.
- 16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.
- 17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
- 18. If industrial, indicate type, estimated employment per shift, and loading facilities.
- 19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
- 20. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

		YES	NO
21.	Change in existing features of any bays, tidelands, beaches, lakes, or hills, or substantial alteration of ground contours.		*
22.	Change in scenic views or vistas from existing residential areas, or public lands or roads.		
23.	Changes in pattern, scale or character of general area of project.	<b></b>	·
24.	Significant amounts of solid waste or litter.	*	
25.	Change in dust, ash, smoke, fumes or odors in vicinity.		
26.	Change in ocean, bay, lake, stream or ground water quality or alteration of existing drainage patterns.		
27.	Substantial change in existing noise or vibration levels in the		

28.	•	Site on filled land or on slope of 10 percent or more.		 -
29.	(•)	Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives.	٠	 ·
30.		Substantial change in demand for municipal services (police, fire, water, sewage, etc.).	ě	
31.	•	Substantially increased fossil fuel consumption (electricity, oil, natural gas, etc.).		
32.		Relationship to a larger project or series of projects.		 <del></del>

#### Environmental Setting:

33. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

34. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

All applicants	s or engineers must check on	e of the following	ng boxes:		
· · · · · · · · · · · · · · · · · · ·	I hereby authorize the City for my project, if necessar cost of preparation of the I the project will be taken b	y. I understand t Environmental I	he City will bill me, mpact Report. I furt	and I agree to pay the O her understand that no	City for the actual action approving
	I hereby authorize the endivision to prepare an Enviwill bill me, and I agree to Report. I further understand of the Environmental Imp	ironmental Impa pay the City for d that no action	nct Report for my pro the actual cost of pr approving the projec	oject, if necessary. I und eparation of the Environ	derstand the City onmental Impact
	Please do not proceed with City Planning Division I representative.				
the data and i	TION: I hereby certify that information required for the ements, and information pr	is initial enviro	nmental evaluation	n to the best of my ab	ility, and that
,					
	Signature			Date	×
	Applicant/Engineer			*	
è	*		* .		
	Street Address		City	State	Zip
	8	*	*		
	Telephone				

Forms: EnvironInfo

#### : CONSENT TO ANNEXATION

The undersigned property owners, their heirs, successors and assignees hereby consent
to the annexation of their property to the City of Porterville as provided in the Cortese-Knox
Local Government Reorganization Act of 1985 and the Codes and Statutes of the State
of California. The owners hereby affirm that all successive owners shall be notified in
writing of the consent, and no successive owner shall have recourse against the City
resulting from this annexation consent.

The owner acknowledges by signature that the City of Porterville has granted privileges and/or services in order to secure this consent and that this document will be duly recorded with the County Recorder.

A.P.N. of property to be an	nexed	Address
Name (type or print)	<u>Signature</u>	<u>Date</u>

#### PROPOSAL QUESTIONNAIRE

	- Annexation No File No
A.	GENERAL
	<ol> <li>Type of Proposal: Annexation () 100% Consent () Uninhabited ()</li> <li>Inhabited () Section 35150 (F)</li> </ol>
2.	Title of Proposal:
3.	Describe generally the location of the subject territory:
В.	PHYSICAL FEATURES
	1. Land Area: Acres
1 2	2. Description of General Topography:
v v	3. Describe natural boundaries such as rivers, mountains, etc.:
,	
. ,	<ol> <li>Designate and describe generally the major highways and streets, the rivers, drainage basins, flood control channels, and similar features within and adjacent to the subject territory.</li> </ol>
*	
C.	POPULATION AND LAND USE
,	Estimated total population of subject territory: (Indicate source of your information.)

			· .
	3.	Proximity to other populated areas: (Give location to subject territory and brief description of such po	of such populated areas with respectopulated areas).
		North:	:
		East:	*
		South:	
		West:	
	4.	Describe present land use in subject territory and unincorporated areas in the subject territory (i.e. s commercial, industrial, publicly owned, others).	in adjacent incorporated and single family, multiple-family,
		, ·	·
D.	ASS	SESSED VALUATION IN SUBJECT TERRITORY	
-	1.	Land	
	 2.	Improvements	
	3.	Total	
	4.	Estimated per capita assessed valuation	
	9		
E.	<u>GOV</u>	VERNMENTAL SERVICES AND CONTROLS	**
	1	Indicate which of the following governmental service governmental services and controls which you dee in the subject territory, which agency now provides will provide such services after the proposed action	em significant, that are now available such services, and which agency
	ř	See Plan for Services - Critique	

Estimated population density of subject territory: (Population per acre).

2.

	*
2.	What is the present property tax rate in the subject territory:
3.	What is the likelihood of significant residential, commercial, industrial, and other urba growth in the subject territory and in adjacent incorporated areas during the next ten years? Explain your answer.
•	
	Assessment and the second seco
4.	Annexation No conforms with the City of Porterville General Plan Land Use Element, adopted July, 1998. The proposed annexation territory is also within the Porterville Sphere of Influence, the Urban Development Boundary, as adopted by LAFCO, the Board of Supervisors and the Porterville City Council.
5.	What are the probable future needs for governmental services and controls in the subject territory during the next ten years, or foreseeable future?
EFFI	ECT OF PROPOSED ACTION AND ALTERNATIVE ACTIONS:
	t will be the probable effect of the proposed action and of alternative actions on the wing: (Explain your answer. It is not sufficient to merely state "not applicable" or "no of").
1.	The cost and adequacy of governmental services and controls in the subject territory and adjacent areas.
2.	The general social and economic interests of the community (i.e., explain generally how the social and economic interests of the subject territory, the City and the County will be benefitted or adversely affected).

3.

The local governmental structure of the County (i.e. explain generally how the proposed action will contribute to the logical and reasonable development of local governmental structures of the County).

#### G. BOUNDARIES OF TERRITORY

- Do the boundaries of the territory described in the proposal conform with lines of ownership and assessment? If the answer is "no", indicate the parcel or parcels which are divided by the proposed boundaries and state reasons why the proposed boundaries were not laid out to conform to lines of ownership and assessment.
- 2. Has any or all of the subject territory been included within a proposal undertaken under the same provisions of law which was disapproved by the Local Agency Formation Commission within one year preceding the filing of this application? If the answer is "yes", identify the proposal and attach a description of the territory involved in the former proposal.
- 3. (To be answered in connection with City annexation). Will the annexation of the territory described in the proposal result in the creation of an island, or a strip or corridor of unincorporated territory, completely surrounded by the annexing city? If your answer is "yes", then give the following information:
  - a. Describe generally boundaries of island, strip or corridor and designate on map
     attached to application.
  - b. Characteristics of island, strip or corridor:

Acres	Population	<del></del>	
Population Density (per acre)			
Total assessed valuation (land and improvements)		h	
Number of Registered Voters.			
Land Use:			1:
Land Use in surrounding Territor	ν:		

c. Describe present and proposed sewer and water services within the island, strip or corridor:

- d. Why was the island, strip or corridor not included within the boundaries of the proposal?
- e. Could this island, strip or corridor reasonably be annexed to another city or reasonably be incorporated as a new city? Explain.
- f. Explain fully how the application of the restrictions of Section 35010 of the Government Code would be detrimental to the orderly development of the Community.

#### H. TERMS AND CONDITIONS

The proposal is to be subject to the following terms and conditions:

## I. NAME EACH CITY OR DISTRICT LOCATED WHOLLY OR PARTIALLY WITHIN THE BOUNDARIES OF THE SUBJECT TERRITORY: CITY OFFICIALS WILL VERIFY.

- 1. City of Porterville (unannexed portion presently Tulare County).
- 2. Porterville Unified School District.
- 3. Kern Community College District.
- 4. South Tulare County Citrus Pest Control District.
- 5. Tulare County Flood Control District.
- 6. Sierra View Hospital District.
- 7. Porterville Memorial District.
- 8. Porterville Cemetery District.
- 9. Tulare County Resource Conservation District.
- 10. Others?

J.	MAILED NOTICE OF HEARING	
	List names and addresses of the officers, or persons, not to exceed three in number, ware to be given mailed notice of hearing:	/ho
	Name Address	
	Applicant See Below	
	City of Porterville P.O. Box 432, Porterville, California 93258	
K.	APPLICANT	
	State name and address of applicant or applicants:	
L.	SIGNATURE(S) OF PERSONS(S) COMPLETING QUESTIONNAIRE	٠
		٠.
	Signature	
	Title	

Date Signed

Telephone Number

Extension

APPLICANT:		
DATE:		

# ANNEXATION PROPOSAL CRITIQUE AND PLAN FOR SERVICES

AREA COMMENTARY:

RECREATION:

PUBLIC WORKS/PUBLIC FACILITIES:

Study Area Boundaries:					
North: East: South: West:					
SIZE OF AREA:					
Gross Acres:					
Square Miles:					
TOPOGRAPHY:					
DRAINAGE:					
POPULATION:					
REGISTERED VOTERS:					
HOUSING UNITS:					
Type:					
ZONING:					
Current:					
Proposed:					
GENERAL PLAN DESIGNATION:					

AREA DESCRIPTION:

LAND USE:		la la	
PUBLIC UTILITIES:	Eviation	llaan A	
Telephone: Gas: Electric:	Existing	Upon A	nnexation
Cable T.V.:	٠,		
PUBLIC IMPROVEMENTS: Existing	g .		* 1
Streets - lineal feet: Curb & Gutter - lineal feet: Sidewalk - lineal feet:			
SEWAGE DISPOSAL:			
Existing:			
Upon Annexation			
REFUSE DISPOSAL:	, k		
Existing:	a wat her		e
Upon Annexation:			٠,
WATER:			
Existing:			
Upon Annexation:			
PUBLIC FACILITIES: <u>Existing</u> <u>Upon Annexation</u>			
POLICE:	Existing	<u>upon An</u>	nexation
FIRE:	٠.		
LIBRARY:	,	*	* *

PARKS & RECREATION:

#### SCHOOLS:

#### · ASSESSMENTS:

#### Assessed Value:

Land:

Improvements:

Current Tax Rate:

#### METHODS OF UPDATING AND PROVIDING PUBLIC SERVICES AND FACILITIES

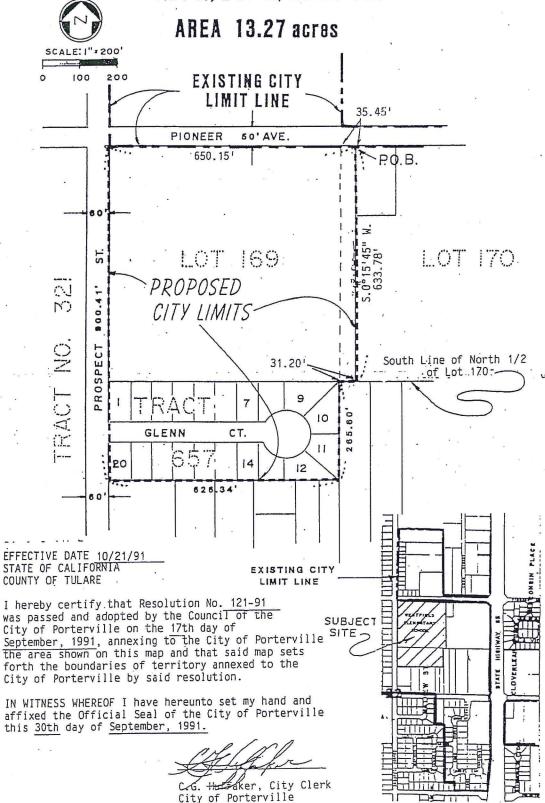
- A. Sewer
- B. Water
- C. Streets
- D. Curb Gutter
- E. Sidewalk
- F. Public Safety
- G. Refuse Disposal

# ANNEXATION NO. 396

## CITY OF PORTERVILLE

PORTION OF S 1/2 OF NE 1/4 SEC. 22,

T.21 S., R 27 E., M.D.B. & M.



LOCATOR - N.T.S.

#### ANNEXATION NO. 396

#### CITY OF PORTERVILLE

That portion of the South half of the Northeast quarter of Section 22, all in Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

BEGINNING at a point in the existing City Limit Line and the south right-of-way line of Pioneer Avenue (50 feet wide), 35.45 feet east of the northeast corner of Lot 169 of Pioneer Land Company's First Subdivision, recorded in Volume 3 of Maps, at Page 34, Tulare County Records;

Thence, leaving the existing City Limit Line south 0°15'45" west, a distance of 633.78 feet to a point located on the south line of the north half of Lot 170 of said Subdivision, 31.20 feet east of the southwest corner of said north half;

Thence, west along said south line 31.20 feet to the southwest corner of said North half, said corner also being the northeast corner of Tract No. 657 recorded in Book 34 of Maps, at Page 71, Tulare County Records;

Thence, south along the east line of Tract No. 657, a distance of 265.60 feet to the southeast corner of said Tract;

Thence, west along the south line of Tract No. 657, a distance of 626.34 feet to the southwest corner of Tract No. 657 and the east right-of-way line of Prospect Street (60 feet wide);

Thence, north along the east right-of-way line of Prospect Street, a distance of 900.41 feet to the south right-of-way line of Pioneer Avenue and an angle point in the existing City Limit Line;

Thence, east along the south right-of-way line of Pioneer Avenue and existing City Limit Line, a distance of 650.15 feet to the point of beginning.

A:Anex396.Legal

#### CORTESE-KNOX LOCAL GOVERNMENT REORGANIZATION ACT OF 1985 ANNEXATION/DETACHMENT/REORGANIZATION PROCEDURE DIAGRAM

COMMISSION PROCEEDINGS

May be initiated by resolution or petition

Resolution

Resolution of application by affected local agency. (Section 56800)

etition

Petition with required signatures of landowners or registered voters. (Section 56753)

Application for Proposal

Application to LAFCo in form required by Commission to include resolution or petition, map and description, applicable fees, compliance with CEQA.

(Section 56652)

Certificate of Filing

Determination of completeness or incompleteness within 30 days by Executive Officer, Commission hearing within 90 days of certificate.

(Section 56828)

Notice of Commission Hearing

Notice given by Executive Officer by mailing, publication, and posting.
(Sections 56834, 56835)

**Application Review** 

Request for information from other agencies or affected counties; Executive Officer report and recommendation on proposal; report mailed at least 5 days prior to hearing.

(Section 56833)

Commission Hearing

At the hearing the Commission will consider: staff report and factors related to proposal, testimony of affected agencies and parties, service plan, CEQA documentation.

Make determinations required by law.

(Sections 56375, 56852)

Commission Denies Proposal

If denied, no similar proposal may be made within one year.
(Section 56855)

Commission Approves Proposal

May be approved with revisions or conditions; Commission designates conducting authority for further proceedings; approval expires within one year if not completed; Commission resolution mailed to conducting authority. (Sections 56852, 56853)

#### CONDUCTING AUTHORITY PROCEEDINGS

Conducting authority designates by Commission. (Section 56029)

#### Notice of Hearing

Notice given by clerk of conducting authority within 35 days of Commission hearing; notice given by mail, publication, and posting at least 15 days before date of hearing; may be authorized by Commission without notice and hearing with 100% landowner consent.

(Sections 57002, 57025, 570261)

#### Public Hearing and Process

Conducting authority hearing held on date and time of notice; may be continued up to 60 days; written protests filed with clerk up to time of hearing and each must have proper date, signature, and address; value of written protest determined by conducting authority and resolution adopted within 30 days of hearing, making required findings.

(Section 57050)

# Approval of Proposal\* Conducting authority must

Conducting authority mus approve if:

- 1. Uninhabited and no majority landowner protest received.
- Inhabited and less than 25% written protest from registered Voters or landowners. (Section 57075)

If proposal is for city detachment or district annexation, proposal may be terminated by conducting authority.

#### Termination\*

Proposal must be denied if written protests are majority of:

1. Voters if inhabited.

- Landowners of value if un-Inhabited.
- Resolution sent to LAFCo. New

proposal must wait 1 year.

#### Voters Approve

Conducting authority adopts resolution of approval.

#### Call for Election\*

Conducting authority must call for election if inhabited and protest is 25%-50% of voters or landowners. Resolution sent to Elections clerk. Impartial analysis by LAFCo. (Section 57100)

#### Voters Oppose

Proposal terminated. Resolution sent to LAFCo. New proposal must wait 1 year.

#### COMPLETION OF PROCEEDINGS

The conducting authority clerk shall send to the Commission office a certified copy of the conducting authority resolution and State fees (Section 54902.5). The Executive Officer shall determine compliance with the Commission resolution. If in compliance a certificate of completion is issued and recorded with the County Recorder. If no other effective date is named, the recording date is effective date. Executive Officer issues statement of boundary change and sends to State Board of equalization, county Assessor and Auditor. Statement sent to Secretary of State for city annexation. (Section 57200)

All citations reference the California Government Code

\* Protest provisions for changes of organization other than annexations, detachments, and reorganizations consisting soley of annexations and detachments are different. Please consult applicable section of the law. If terminated due to protest or failure at an election, the waiting period for an incorporation or city consolidation is two years.

# PROJECT FLOW CHART

### Annexation

Upon receipt of an annexation proposal, the material will be forwarded to the Project Review Committee for review and recommendation.

#### 12-30 days

Upon receipt from Project Review Committee of the necessary application and data, the staff will prepare a report and findings on environmental aspects of the proposed annexation area.

#### 7-21 days (Average)

Upon review of the Environmental Review
Committee, a determination of environmental
significance will be prepared in conformance with the
California Environmental Quality Act.

#### 2-4 weeks

Upon completion of the environmental document, the proposed annexation application will be forwarded to the Porterville City Council for its consideration and endorsement.

#### 1-2 weeks

Upon receipt of an endorsement, documents will be filed in accordance with the Cortese-Knox Local Government Reorganization Act of 1985 to the Local Agency Formation Commission for their review, recommendations, and action.

#### 1-2 months

Upon approval of the Local Agency Formation Commission, staff will forward recommendations and conditions to the City Council for its review and the consummation of annexation proposal.

# Pre-Zoning (if applicable)

The applicant prepares all required information, and supporting documents for application of zone change.

The applicant submits all material to the Planning Division. The application is then scheduled for the Project Review Committee.

#### 12-30 days

The Project Review Committee considers the completeness and conformity with City Codes and Ordinances in relation to the project. If the application is complete, the appropriate fees are collected and the project is scheduled for the Environmental Review Committee.

#### 7-21 days (Average)

The Environmental Review Committee considers if any adverse impacts will be created by the proposed project. The committee will make a determination as to whether a negative declaration or environmental impact report is needed. The project is then scheduled for a City Council Public Hearing.

#### 2-4 weeks

The City Council holds a public hearing to consider if the environmental findings and the proposed change in zone are consistent with City Policies and the General Plan. If the project is approved, the City Council will have a second reading at the next regularly schedule meeting of the Council. Upon consummation of the annexation, the zone change becomes effective.

#### MUNICIPAL SERVICES POLICY FOR UNINCORPORATED AREAS

#### I. GENERAL POLICY PROVISIONS

#### A. REQUESTS FOR SERVICES.

- Application: Applications requesting approval to connect existing or proposed uses and
  improvements within the unincorporated environs of the Porterville Urban Area Boundary to the City of
  Porterville Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities; and,
  applications for Contractual Arrangements to provide other municipal services to unincorporated areas;
  shall be filed for presentation to the City Manager or his designee on forms provided by the City for that
  purpose, and such applications shall be accompanied by:
  - a.) An application processing fee as set forth in the Comprehensive Schedule of Community Development Fees adopted and periodically updated by resolution of the Porterville City Council; and,
  - b.) In the case of requests to connect to Municipal Water and/or Master Storm Drain Facilities, an Annexation Consent form executed by all owners of record to the property, or properties, proposed to be served.
- 2: <u>Disposition</u>: Upon receipt and consideration of applications to connect existing or proposed unincorporated uses and improvements to City of Porterville Facilities, or, to provide contractual municipal services, the City Manager or his designee, or the City Council may approve, conditionally approve, or deny such applications in accordance with the applicable policy provisions contained herein. In the event of denial, executed Annexation Consent Forms shall thereupon be returned to the applicant(s).

#### B. EXEMPTIONS AND EXCEPTIONS

- <u>PVPUD</u>: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville (Contact the PVPUD for information on connection requirements and fees pertaining to sewer services). This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.
- 2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

#### C. RESTRICTIONS AND CONDITIONS

#### 1. GENERAL PLAN CONSISTENCY:

- a.) Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan.
- b.) Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan shall be considered at the discretion of the City Manager or his designee, or the City Council, and may be subject to other restrictions hereafter noted.

- 2. <u>TIME LIMITATIONS</u>: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
- 3. <u>IMPROVEMENT PLANS</u>: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
- 4. <u>FEES:</u> Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

#### II. SPECIFIC FACILITY POLICY PROVISIONS

#### A. REGIONAL SEWAGE TREATMENT FACILITIES.

- 1. <u>ANNEXATION</u>: An annexation Application and/or Annexation Consent Form is not a requirement for connection and use of Regional Sewage Treatment Facilities.
- 2. <u>SERVICE LIMITATIONS</u>: Service connections are restricted to existing and proposed uses which do not exceed acceptable waste discharge requirements established by the City of Porterville.

#### B. MUNICIPAL WATER FACILITIES.

#### 1. ANNEXATION

a.) Annexable Property -

Approval for any type water connection shall not be granted prior to LAFCO approval of an annexation application submitted by the applicant to the City in accordance with the Annexation Policy and payment of all pertinent fees.

- b.) Annexable Property Exception -
  - 1.) Approval for connection to Water facilities may be granted for existing structures and/or for a vacant lot that will allow only one single family residence subject to the payment of pertinent fees (I.C.4), the conditions outlined in Request for Services (I.A.), and Restrictions and Conditions (I.C.).
  - 2.) Approval for connection to Water facilities may be granted for those areas of development or potential development where the City of Porterville has taken over the operation of privately owned water systems. Approval shall be subject to conditions outlined in Request for Services (I.A.), payment of all pertinent fees (I.C.4.) and Restrictions and Conditions (I.C.). All subdividing; lot splitting type activities proposed after the effective date of this policy will be processed under conditions listed in Annexation (II.B.1.a.) or (II.B1.c.).

#### c.) Non-Annexable Property -

Approval for connection to water facilities may be granted for those areas physically unannexable subject to Request for Services (I.A.), Restrictions and Conditions (I.C.), Fees (I.C.4.) and additional conditions deemed necessary to guarantee development that will meet City Development Standards including zoning requirements. Approval may also include a time restriction per Time Limitations (I.C.2.).

#### C. MASTER STORM DRAIN FACILITIES

#### 1. ANNEXATION

#### a.) Annexable Property -

Approval for any type storm drain connection shall not be granted prior to LAFCO approval of an annexation application submitted by the applicant to the City in accordance with the Annexation Policy and payment of all pertinent fees.

#### b.) Annexable Property Exception -

- 1.) Approval for connection to storm drain facilities may be granted for existing structures and/or for a vacant lot that will allow only one single family residence subject to the payment of pertinent fees (I.C.4) the conditions outlined in Request for Services (I.A.) and Restrictions and Conditions (I.C.).
- 2.) Approval for connection to Storm Drain facilities may be granted for those areas of development or potential development where the City of Porterville has taken over the operation of previously installed storm drain systems. Approval shall be subject to conditions outlined in Request for Services (I.A.), payment of all pertinent fees (I.C.4.) and Restrictions and conditions (I.C.).

#### c.) Non-Annexable Property -

Approval for connection to storm drain facilities may be granted for those areas physically unannexable subject to Request for Services (I.A.), Restrictions and Conditions (I.C.), Fees (I.C.4.), and additional conditions deemed necessary to guarantee development that will meet City Development Standards including zoning requirements. Approval may also include a time restriction per Time Limitations (I.C.2.)

#### D. CONTRACT SERVICES

#### PUBLIC SAFETY

- a.) Police Department
- b.) Fire Department

#### 2. INSPECTION SERVICES

- a.) Public Works Inspection
- b.) Building Inspection.

#### ORDINANCE NO. 1564

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING CHAPTER 25, ARTICLE I
OF THE PORTERVILLE CITY CODE BY AMENDING
SECTIONS 25-16, AND BY THE ADDITION THERETO OF
SECTION 25-16.2 AND CHAPTER 25, ARTICLE II
OF THE PORTERVILLE CITY CODE BY
AMENDING SECTION 25-36.1 AND BY THE ADDITION
THERETO OF SECTION 25-36.2 RESPECTIVELY RELATING
TO CONNECTION TO CITY WATER AND/OR SEWER
OUTSIDE THE CITY LIMITS

The Council of the City of Porterville does ordain as follows:

<u>Section 1</u>: That Chapter 25 Article I of the Porterville City Code Section 25-16 <u>Water service outside the city: rate</u> be amended as follows and the addition of Section 25-16.2 as follows:

#### Sec. 25-16 Water service outside the city: rate

Except as provided by Section 25-16.2 pertaining to water connections outside city limits, the city council may, at its option and sole discretion, elect to make available water services to inhabitants outside the boundaries of the city and under such rules and regulations as the city council may, at its discretion, determine, and discontinue such service at its option and election; and at such rates and under such conditions as the city council may elect; provided, however, that water consumers receiving such service outside of the city shall be required to pay for such service at a service rate fixed and established for such consumers.

#### Sec. 25-16.2 Approval for water service outside city limits

The City Manager, or his/her designee, shall have authority for the administrative approval of requests for water service outside city limits, if applicant meets all other conditions as required by the Porterville City Code and the Annexation Policy Manual and all other pertinent regulations. Consideration of said request shall be in conjunction with approval of required City permits and payment of applicable fees.

Section 2: That Chapter 25 Article II of the Porterville City Code Section 25-36.1 Service to inhabitants outside city boundaries: charges paragraph one (1) be amended as follows and add Section 25-36.2:

#### Sec. 25-36.1 Service to inhabitants outside city boundaries; charges

Except as provided by Section 25-36.2 pertaining to sewer connections outside city limits, the city council may, at its option and sole discretion, elect to make available sewer services to inhabitants outside the boundaries of the city and under such rules and regulations as the city council may, at its discretion, determine, and discontinue such service at its option and election. Said service shall be made available only to the owners of the property to be served.

#### Sec. 25-36.2 Approval for sewer service outside city limits

The City Manager, or his/her designee, shall have authority for the administrative approval of requests for sewer service outside city limits, if applicant meets all other conditions as required by the Porterville City Code and the Annexation Policy Manual and all other pertinent regulations. Consideration of said request shall be in conjunction with approval of required City permits and payment of applicable fees.

Section 2: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

Judith Ann Gibbons, Mayor

ATTEST:

faker, City Clerk

STATE OF CALIFORNIA) (SS COUNTY OF TULARE )

I, C. G. HUFFAKER, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance #1564, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 1st day of December, 1998, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance became effective on the 31st day of December, 1998, and said ordinance is now in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	IRISH	GURROLA	LEAVITT	CHOATE	GIBBONS
AYES:	X	X	X	X	. X
NOES:			- B		
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

Georgia Hawley, Deputy City Clerk

#### RESOLUTION NO. 34-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE SETTING MUNICIPAL SERVICES PROCESSING FEE

BE IT HEREBY RESOLVED by the City Council of the City of Porterville that the following Municipal Services Processing Fees are hereby adopted:

- 1) \$50.00 per lot for single family residences (developed or undeveloped)
  - 2). \$50.00 per unit for existing structures (Apartment Complexes, Commercial and Industrial).
- 3) \$50.00 per acre for Residential, Commercial and Industrial projects; but not to exceed the total cost for processing an annexation (unannexable areas).

said fees shall become effective April 2, 1986.

Nero Pruitt, Mayor

ATTEST:

Huffaker, City Clerk

# Policies and Procedures

### Tulare County Local Agency Formation Commission

Policy Number: C-6

Effective Date: February 6, 2002

Authority: Government Code §56133, LAFCO Resolutions 94-007, 01-006, 02-006

Title: Extraterritorial Service Agreements

Policy: The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000

authorizes LAFCO approve proposals to extend services beyond the jurisdictional boundary of a local agency, where the territory subject to receiving such services is within the affected agency's sphere of influence in

anticipation of a later change of organization.

Purpose: To set clear standards for applying state and local laws governing the

extension of services beyond the jurisdictional boundaries of the provider

agency.

**Scope:** This procedure applies to proposals LAFCO receives seeking the extension

of services beyond the jurisdictional boundaries of the provider agency.

#### Procedure:

- 6.1. The commission has determined that those proposals which meet the following criteria may be approved by the Commission
  - A. The affected territory is within the subject agency's sphere of influence.
  - B. The affected territory is ineligible for near-term annexation for reasons outside the control of the provider-agency or deteriorated public health or safety conditions within the affected territory justify an emergency extension of services.
  - C. The provider-agency has completed a California Environmental Quality Act review for the proposed extension of services.
  - The provider-agency has submitted a complete application and processing fees to LAFCO
  - E. There is a demand or need for the extension of such services at the time at which the extension is brought to the Commission for review.
- **6.2.** The LAFCO Executive Officer is authorized to review and approve or deny, on behalf of the Commission, proposals by cities and special districts to extend services beyond their jurisdictional boundaries, where the proposed extension

ATTACHMENT ITEM NO. 7

- area is within the adopted sphere of influence of the affected local agency and to services which are already provided by the local agency within the agency's adopted boundary.
- 6.3. The LAFCO Executive Officer is authorized and required, upon application, to set a public hearing for the consideration, by the Commission, of any proposal by a city or district to extend service outside the agency's sphere of influence, or to extend to territory outside the agency's boundary a service which is not already provided by the local agency within the agency's jurisdictional boundary.
- 6.4. The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundaries and outside its sphere of influence to respond to an existing or impending threat to the public health or safety of the residents of the affected territory if both of the following requirements are met:
  - A. The entity applying for the contract approval has provided the commission with the documentation of a threat to the health and safety of the public or the affected residents.
  - B. The commission has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code, or sewer system corporation as defined in Section 230.6 of the Public Utilities Code, that has filed a map and a statement of its service capabilities with the commission.
- **6.5.** Fees- refer to policy B-2

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

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

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

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

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

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

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

1. It shall be the policy of the City Council to consider annexation proposals and extraterritorial service requests only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.

ATTACHMENT ITEM NO. 3

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

PASSED, APPROVED AND ADOPTED this	day of September, 2014.
	Milt Stowe, Mayor
ATTEST:	
John D. Lollis, City Clerk	
BY	
Patrice Hildreth, Chief Deputy City Clerk	



# Submittal Requirements for Irrevocable Agreement to Annex to the City of Porterville

The following items are to be submitted at the time of application. However, prior to actual filing, all applicants are encouraged to contact the Planning Division of the Community Development Department at (559) 782-7460 or <a href="mailto:planning@ci.porterville.ca.us">planning@ci.porterville.ca.us</a> to schedule a pre-filing meeting at which time a planner can provide assistance regarding form and content of review submittals as well as information regarding City codes and policies.

The following items are to be submitted with this application. Please see attached application for details.

- 1. Completed application form;
- 2. Filing fees;
- 3. Legal description of land parcel(s);
- 4. Copy of recorded Grand Deed(s).

# Application for Irrevocable Agreement to Annex to the City of Porterville

IAA#		Submittal Date		
Fee		PRC#	PRC#	
Applicant		κ,		
Phone				
Mailing Address				
Total Acreage of the Pro	oject (Gross/Net)			
Assessor's Parcel Numb	per(s) for Property		· '	
Address of Property				
Existing County Genera	l Plan Designation	Zoning		
Current City General Pla	an Designation	Zoning		
Proposed Land Use Des	ignation	Zoning		
Please complete the following	owing:			
the City of Porterville		scribed property, hereby reques gn the Irrevocable Agreement		
Signature 1	Date	Signature 2	Date	
Street Address		Street Address		
City, State, Zip		City, State, Zip		
Signature 3	Date	Signature 4	Date	
Street Address		Street Address		
City, State, Zip		City, State, Zip		

Recording Requested by and Upon Recordation return to: City of Porterville ATTN: Community Development Department 291 N Main Street Porterville, CA 93257

IAA#		
IAA#		

IRREVOCABLE AGREEMENT TO ANNEX TO THE CITY OF PORTERVILLE
This agreement is made this day of, 20, between hereinafter referred to as "Owner," and the City of Porterville, hereinafter referred to as "City."
WHEREAS, Owner is the owner of the real property consisting of approximately gross acres located at, Porterville, California, and is further described as follows: See attached legal description being further described as Assessor's Parcel Number
WHEREAS, Owner requires use of the City (Sewer/Water/Storm Drain) system and the right to connect to the existing (Sewer/Water/Storm Drain) main which is contiguous to said property; and
WHEREAS, Owner is willing to permit the annexation of its property to the City of Porterville; and
WHEREAS, the City is willing to consent to the connection of said property to the (Sewer/Water/Storm Drain) main only on the condition that Owner permit said annexation to the City at the earliest possible time; and
WHEREAS, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.
NOW, THEREFORE, OWNER DOES AGREE AS FOLLOWS:
1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's (Sewer/Water/Storm Drain) main located in
3. Upon annexation, Owner agrees to pay such annexation fees and cost as would ordinarily be

- charged on the annexation of property to the City.
- 4. Owner shall pay all fees and charges and make all deposits required by City to connect to and use the (Sewer/Water/Storm Drain). Those fees shall include, but not be limited to, the following:

•	Connection Permit Fee	= \$
•	Deposit	= \$
•	Connection charge	= \$
•	Facilities fee	= \$
•	LAFCo fee	= \$
•	Extraterritorial Service Agreement fee	= \$

Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a (Sewer/Water/Storm Drain) connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner also agrees to pay any additional fees that may be charged by the Local Area Formation Commission (LAFCo). Owner agrees to be bound by all City ordinances, rules, and regulations respecting the (Sewer/Water/Storm Drain) system.

- 5. This agreement shall be recorded.
- 6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this day of, 20	
Owner:	
Ву:	
CITY:	
The City Clerk and Mayor of the City of Porterville have been authorized to e behalf of the City of Porterville	execute this Agreement on
City Clerk of the City of Porterville	
Mayor of the City of Porterville	

SUBJECT: AWARD OF CONTRACT - RECLAMATION AREA LEASE

SOURCE: Public Works Department – Field Services Division

COMMENT: On August 5, 2014, Council directed Public Works to solicit proposals from experienced farming entities for the lease of the City's Reclamation Area. The lease consists of 682.4 acres, of which 594.62 acres is leveled and under irrigation; the remaining 87.78 acres require maintenance by the lessee.

On September 4, 2014, Public Works received two proposals from local farming entities. It was quickly noted that an addendum requiring the signature of each proposer was missing from the Nuckols Farming proposal. The proposals were discussed in detail with the Reclamation Area Subcommittee and rated by staff members of the subcommittee based on the four (4) categories noted below.

- 1. Farming experience & financial condition of the applicant (25 pts.)
- 2. Marketing & sales experience (5 pts.)
- 3. Annual lease by proposer (40 pts.)
- 4. Recycled water & biosolid application experience (30 pts.)

The proposer's average score and rank, shown below, did not take into account the significance of the unsigned document.

Farming Entity	Average Score	<u>Rank</u>
Nuckols Farming Porterville, CA	91	1
Rick Perigo Roadsiding Terra Bella, CA	88	2

**Nuckols Farming** submitted a \$239 per acre proposal, which equates to an annual lease of \$163,094 on the full 682.4 acres. The lease amount over the life of the contract (5 years) equals \$815,468. However, as noted above, the Nuckols proposal did not include the required signed addendum #1.

**Rick Perigo Roadsiding** submitted a \$165 per acre proposal, which equates to \$112,586 on the full 682.4 acres. The lease amount over the life of the contract equals \$562,980.

Dir MA Appropriated/Funded M CM

Item No.\_\_\_\_\_\_

The City Attorney has reviewed the situation, and if the lease was being administered as a Public Works Contract, the unsigned addendum would cause the Nuckols Farming proposal to be considered non-responsive. However, the lease is being administered as a Professional Services Contract, thus the Council has the authority to waive the requirement and consider the proposal as responsive. As such, the Council has three options:

- Option 1) Affirm that the City received one responsive proposal from Rick Perigo Roadsiding in the amount of \$112,586 annually and that Council award said farm lease contract to Rick Perigo Roadsiding.
- Option 2) Waive the lack of a signed addendum #1 by Nuckols Farming, have Robert Nuckols submit the required signed addendum #1, and award the farm lease contract to Nuckols Farming in the amount of \$163,094 annually.
- Option 3) Reject all proposals as the City originally received only one responsive proposal and re-advertise the farm lease RFP. This option, although not ideal, is possible but with the following concerns:
  - a) The proposal amounts have been disclosed in an open forum and therefore, short of modifying the RFP to reflect a different project, the apparent high proposer may claim he was disadvantaged.
  - b) The apparent low proposer may claim that he followed all instructions as directed by the City and therefore, his proposal should be the only proposal considered for award.
  - c) Re-advertising does not guarantee that the City will receive proposals from either party and almost certainly, the short advertisement period will preclude other proposers from submitting proposals.

#### RECOMMENDATION: That the City Council:

1. Consider the lack of a signed addendum as non-responsive and accept Rick Perigo Roadsiding's proposal of \$165 per acre, for an annual amount of \$112,596 for 682.4 acres as the top proposal;

- 2. Approve the lease agreement between the City of Porterville and Rick Perigo Roadsiding; and
- 3. Authorize the Mayor to sign a five (5) year lease agreement with Rick Perigo Roadsiding and stipulate that the lease agreement start date shall be November 1, 2014, and the lease agreement end date shall be October 31, 2019.

#### OR

- Waive the lack of a signed addendum and accept Nuckols Farming proposal of \$239 per acre, \$163,094 for 682.4 acres as the top proposal;
- 2. Approve the lease agreement between the City of Porterville and Nuckols Farming; and
- 3. Authorize the Mayor to sign a five (5) year lease agreement with Nuckols Farming and stipulate that the lease agreement start date shall be November 1, 2014, and the lease agreement end date shall be October 31, 2019.

ATTACHMENT:

Addendum No. 1

Reclamation Area Lease Agreement

P:\pubworks\General\Council\Award of Contract - Reclamation Area Lease Agreement - 2014-09-16.doc

#### CITY OF PORTERVILLE

CALIFORNIA PROJECT BID NO: 14/15-SR1823

#### BEGINNING OF ADDENDUM No. 1

Date: August 20, 2014

ITEM No. 1 Reclamation Area Lease Request for Proposal – Page 3 of 9; Section 3; paragraph II. The applicant must submit a bid for all of the properties included in the program. The Lessee is responsible for water management, irrigation, farming and operations of the crop land while *irrigation infrastructure and capital projects are budget items and are paid by the City.* The Lessee is responsible for all utility expenses as described in Section 10 of the Reclamation Area Lease Agreement.

**ITEM No. 2 Reclamation Area Lease Agreement – Section 2.1.** Will be removed from the Agreement.

ITEM No. 3 Reclamation Area Lease Agreement – Section 7.2.4. One-third (1/3) interest in an irrigation well (5N) with a 75 horsepower motor. Sun Pacific Farming owns a two-thirds (2/3) interest in irrigation well (5N).

ITEM No. 4 Reclamation Area Lease Agreement – Section 7.2.5. One (1) extraction well (Hunsaker) with a 150 horsepower motor.

ITEM No. 5 Reclamation Area Lease Agreement – Section 10.1. Lessor shall be responsible to pay utility costs for extraction well (Hunsaker) from April – September. Lessee shall reimburse the Lessor for irrigation utility costs if the extraction well (Hunsaker) is used from October – March. Lessee can extrapolate estimated cost of operating well by using average summer time rate of 11.5 Cents/kWh for the 150 horsepower motor.

ITEM No. 6 Reclamation Area Lease Agreement – Section 10.2. Lessee shall be responsible for registering shared irrigation well (5N) for service, under Lessee's name, with Southern California Edison. Lessee is responsible for paying its share of utility costs. Lessee is responsible for contacting Sun Pacific Farming and forwarding utility costs for payment if irrigation well is used by Sun Pacific Farming.

ITEM No. 7 Reclamation Area Lease Agreement – Section 10.3 Lessee shall be responsible for registering two (2) tail water sump pumps on fields 160A and 35, under Lessee's name, with Southern California Edison and paying all utility costs.

ITEM No. 8 Reclamation Area Lease Agreement – Section 11.5. Will be removed from the Agreement.

/s/ Baldomero Rodriguez
Public Works Director
END OF ADDENDUM No. 1

/s/ Maria Bemis Purchasing Agent	
This addendum must be signed and submitted Bid proposals submitted without this sheet will r	
Firm:	
Ву:	
Authorized Signature	Date:

(City of Porterville	, Lessee)
THIS AGREEMENT, is executed in Porterville, "Execution Date") by and between the City OF PO, (h	

#### WITNESSETH:

#### WHEREAS:

- 1. THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto expire October 31, 2019.
- THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto allowed parties to farm Reclamation Area property for the specific purpose of dispersing effluent from THE CITY wastewater operations to irrigate crops not used for human consumption; and
- 3. Lessee has acknowledged it is capable of such farming and operational management of the Reclamation Area, and dispersion of effluent on the City land; or contracted land.
- 4. THE CITY desires to contract with Lessee for these purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

#### 1. Premises

- 1.1. The Premises is defined as the area leased to Lessee for the purposes of this Agreement and further described in Provisions herein below.
- 1.2. As of January 1, 2014 the Premises is described as "The Reclamation Area" on Exhibit A and includes:
  - 1.2.1.Parcel 1: APN 302080011 Airport
  - 1.2.2. Parcel 2: APN 302110059 City Lease Purchase East
  - 1.2.3. Parcel 3: APN 302100015 City Lease Purchase West
  - 1.2.4. Parcel 4: APN 302130028 City
  - 1.2.5.Parcel 5: APN 302130008 Underhill West
  - 1.2.6.Parcel 6: APN 302130007 Underhill East
  - 1.2.7.Parcel 7: APN 302130019 Hunsaker West
  - 1.2.8.Parcel 8: APN 302130021 Hunsaker East
- 1.3. For operational purposes, Exhibit B divides the Premises into portions identified as Field Numbers 5N; 5S; 7; 8; 9; 10; 27; 28; 29; 30; 31; 32; 33; 34; 35; 46; 160A, B, C, & D;
- 1.4. Exhibit A and B are attached hereto and by this reference incorporated herein.
- 1.5. The City makes no covenants or warranties regarding the condition of the Premises, the soils thereon, the effluent, or the improvements and appurtenances thereto.
  - 1.5.1. Inspection of the Premises will be made available from August 25, 2014 through August 29, 2014 to those submitting proposals.
  - 1.5.2. The most recent soil analysis will be made available on August 25, 2014.

- 1.6. Lessee has inspected the Premises and improvements thereon, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and/or patent.
- 1.7. The City shall have the right to reduce or expand the acreage of the Premises and remove or add to this area for Lessee's use.
  - 1.7.1. At least 90 days prior to reduction or enlargement of the lease area, the City shall provide Lessee written notice stating:
    - 1.7.1.1. The effective date of the reduced or enlarged area.
    - 1.7.1.2. A description and drawing that identify the reduced or enlarged area and remaining lease area.
    - 1.7.1.3. A revised rental rate to begin the effective date.
    - 1.7.1.4. A request to meet with Lessee to provide additional information.
  - 1.7.2. Lessee shall have 60 days from the date of the City's written notice to terminate this Agreement by providing written notice to the City and if so terminated:
    - 1.7.2.1. Lessee's date of termination shall be the same as the effective date.
    - 1.7.2.2. Lessee shall have the right to harvest existing crops within the Premises through the 90 day to the effective date of the notice to terminate.
    - 1.7.2.3. Lessee shall be required to pay the rent due within the 90 day period in the manner described in Paragraph 5 herein below, but said payment shall be pro-rated for the number of days after that last rent payment (either July 1<sup>st</sup> or January 1<sup>st</sup>) to the effective date of termination.
    - 1.7.2.4. Upon such early termination, the City shall pay to Lessee, or credit Lessee's last rent payment, the market value of any improvements made or put upon said premises by the Lessee in accordance with Section 68 of the City Charter.

#### 2. Off-Premises and Easement Areas

- 2.1. Lessee is responsible for delivering effluent to property outside of the Reclamation Area (Off-Premises), in accordance with the City's existing and future agreements with other parties.
- 2.2. Lessor shall also permit Lessee the non-exclusive right to use existing roads on Section lines and quarter Section lines on the Premises.
  - 2.2.1. Lessor and Lessor's easement holders and invitees may also use said roads for vehicular traffic.
  - 2.2.2. Lessee shall not remove said roads and shall keep said roads open and maintained to allow two-wheel drive travel.
- 2.3. Lessee is aware that various easements cross the Premises and that from time to time easement holders have the right to enter the Premises, conduct their operations, and may temporarily hinder Lessee's operations.
- 2.4. Lessee has inspected the farm connection road, dirt roads, easement areas, and other off-Premises areas that Lessee may use or benefit from, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and /or patent.

#### 3. Purpose

- 3.1 The purpose of this Agreement is for Lessee to reuse and disperse the wastewater from the City exclusively on the Premises in order to irrigate and farm the Premises.
  - 3.1.1 The City effluent is controlled by the California Region Water Quality Control Board (CRWQCB) Waste Discharge Requirements (R5-2008-0034).

- 3.1.2 Lessee shall not farm or grow crops to be used for human consumption.
- 3.1.3 No grazing of dairy cows shall be permitted on the Premises.
- 3.2 Lessee shall not use the Premises or effluent for any other purposes, except as provided elsewhere in this Agreement.

#### 4. Term

- 4.1. The term hereof shall commence on November 1, 2014 and terminate on October 31, 2019.
- 4.2. The Lease shall be for five (5) years.
- 4.3. Early termination of the Agreement may be instituted by:
  - 4.3.1. Lessee, by providing to the City written notice at least 90 days prior to the new date of termination.
    - 4.3.1.1. In such case Lessee shall pay to the City rent for the remaining 90 days.
    - 4.3.1.2. Lessee shall continue to farm and disperse effluent and abide by the terms as stated in this Agreement through the noticed date of termination.
  - 4.3.2. The City, by providing to Lessee written notice 30 days prior to the new date of termination if:
    - 4.3.2.1. Lessee has demonstrated reckless or dangerous operations on the Premises and has not corrected those operations immediately upon written notice by the City, or.
    - 4.3.2.2. Lessee assigns or sublets any portion of the Premises without written permission by the City.
  - 4.3.3. The City, by providing to Lessee written notice at least 90 days prior to the new date of termination.
    - 4.3.3.1. Upon such early termination, the City shall pay to Lessee, or credit Lessee's last rent payment, the market value of any improvements made or put upon said premises by the Lessee in accordance with Section 68 of the City Charter.
    - 4.3.3.2. After the new termination date described in the 90 day notice, Lessee understands that the City will not be required to recompense Lessee for any losses of income or damages incurred by Lessee in such instance.
  - 4.3.4. Mutual written agreement of both parties.

#### 5. Rent and Payment Requirements

- 5.1. Beginning November 1, 2014, Lessee shall pay to the City, in lawful money of the United States, an annual rental in the amount of \_\_\_\_\_\_ (\$/acre) for Lessee's use of the Premises and effluent water.
  - 5.1.1. At least fifty percent (50%) of the annual rental amount shall be paid prior to October 31 of each year with first payment due November 30, 2014.
  - 5.1.2. The remainder of the annual rent, to equal 100%, shall be paid prior to March 31 of each year.
  - 5.1.3. Payments later than 10/31 and 3/31, respectively, shall be assessed a late fee of one half of one percent (.005 time 50% of the annual rent) per day through the day the required payment is made.
- 5.2. Rent shall be paid by check made out to City of Porterville and mailed or delivered in person to the City of Porterville, 291 Main Street, Porterville, CA 93257.

- 5.3. As security for this Lease, Lessee must provide an Irrevocable Letter of Credit, equal to 6 months rent, as shown on Exhibit C which is attached hereto and by this reference incorporated.
- 5.4. The cost of work or improvements done by Lessee outside the scope of Paragraph 8, may only be deducted from the next scheduled payment if:
  - 5.4.1. The work is performed at the request of the City;
  - 5.4.2. The City has given prior written approval to a written estimate provided by Lessee for the not to exceed cost of work or improvements; and
  - 5.4.3. Upon completion of the work or improvements, Lessee provides the City with an invoice of the final actual cost amounts, including units and cost per unit as appropriate.

#### 6. Operations

- 6.1. Lessee shall conduct all operations according to good farm husbandry practices.
- 6.2. Lessee shall manage operations in compliance with all applicable federal, state, and county laws, regulations and ordinances, including local water board discharge requirements and the local air district rules.
- 6.3. Lessee shall conduct operations in a business-like manner and not harm or degrade the City and its operations.
- 6.4. Lessee shall not do or permit any act or thing that constitutes a nuisance by the City either on or off the Premises.
  - 6.4.1.Lessee shall take immediate action to correct any such nuisance discovered by Lessee or through notification by the City within three (3) days of discovery or notification.
  - 6.4.2.Lessee shall promptly perform the correction efforts in a manner to prevent its reoccurrence.
- 6.5. Each year, upon notification by the City, Lessee agrees to meet with representatives of the City to discuss operation of the farm and plans for the next calendar year and submit for approval a rolling 5 year cropping plan.
- 6.6. By the 10<sup>th</sup> of the applicable month, the Lessee shall provide monthly, quarterly, and annual (due January 10<sup>th</sup>) reports for each field on nitrogen applications and removal, water uses and crop data as required for the Waste Discharge Requirements (WDR) reporting.
- 6.7. In addition to the terms and provisions provided herein, and unless otherwise stated in this Lease, Lessee shall be required to perform all obligations as set forth in the "Reclamation Area Lease Request for Proposal", which is attached hereto as Exhibit D and fully incorporated herein by reference.

#### 7. Improvements

- 7.1. Lessor does not warrant or guarantee the safety, condition, or effectiveness of the improvements on the Premises.
- 7.2. Existing improvements owned by the City and available for use by the Lessee include:
  - 7.2.1. Pressurized pipeline and appurtenances
  - 7.2.2. Percolation Ponds and Fencing
  - 7.2.3. Storage Yard
  - 7.2.4.One-third (1/3) interest in an Irrigation Well (5N)
  - 7.2.5.One (1) extraction well (Hunsaker Well)
  - 7.2.6. Two (2) Irrigation Wells without Pumps and not connected to an irrigation system (Field 7 &30)

- 7.3. Lessee with prior written approval from the City will meet with lessor, to discuss the cost and expense, before altering, adding to, and replacing, removing, or demolishing any part of the improvement for or in conjunction with efficient and prudent farming operations and dispersal of effluent
  - 7.3.1. Alterations include changes to the physical land such as removing, adding; or significantly changing ditches, embankments, ponds, and reservoirs as well as drilling and major trenching.
  - 7.3.2. Additions include construction or installation of new buildings, structures, checks, weirs, levees, culverts, roads, head gates, wells, and fences.
  - 7.3.3. Repairs and replacements include those for fences and above and underground pipes and valves and pumps.
  - 7.3.4. Demolishment includes partial or entire destruction and/or removal of any improvements such as fences, posts, structures, etc. and Lessee understands that Lessee shall be solely responsible to properly remove and dispose of such demolished material
- 7.4. Such alterations, additions, replacements, removals, or demolishment described or implied in Paragraph 7.3 herein above shall only occur after written approval is provided by the City for the specific action to be taken and Lessee has received all other approvals by any governing or regulatory body that exercise control for such changes.

#### 8. Upkeep and Property Management

- 8.1. Lessee shall be responsible for the general upkeep and maintenance of the Premises. Failure to maintain premises resulting in operational failure or damage to the premises will be corrected at sole expense of lessee.
- 8.2. STANDING WATER: Lessee shall grade, level, drain and otherwise maintain the Premises in a manner to level any low areas in order to prevent standing and stagnating water on the Premises.
- 8.3. STORM WATER: Lessee shall properly manage and/or dispose of any storm water entering the Premise.
- 8.4. TRASH: Lessee shall be responsible for regular and prudent trash, debris, weed, and brush removal from the Premises.
- 8.5. ROADS: Lessee shall maintain and keep all roads on the Premises, and the farm connection road stated in Paragraph 2 herein above, in good condition and repair and at proper elevation and compaction to limit erosion and provide reasonable two-wheel drive travel.
- 8.6. EARTHEN IMPROVEMENTS: Lessee shall maintain and keep in good condition and repair all ditches, sumps, ponds reservoirs, and embankments in order to keep the ditches, sumps, ponds, reservoirs, and embankments watertight. Failure to maintain premises resulting in operational failure or damage to the premises will be corrected at sole expense of lessee.
- 8.7. WEEDS: Lessee shall remove weeds, trash, and debris from and near all ditches, sumps, ponds, reservoirs and embankments, roads, wells, pump stations, and irrigation structures.
- 8.8. EFFLUENT WATER DISTRIBUTION SYSTEM: Lessee shall at his expense, maintain and keep in good condition and repair existing aboveground and underground water distribution system, which includes pipelines, risers, and valves required for proper irrigation.
  - 8.8.1. Prior to performing repairs lessee must have prior written approval from the City, Any repairs to distribution system must comply with current city codes.

- 8.9. PUMP/MOTORS: Lessee shall at his expense, maintain, repair, replace, or add pumps/motors used at the irrigation wells, tail water sumps and elsewhere on the Premises after first receiving specific written approval from the City.
  - 8.9.1. Prior to repair, replacement, or adding of pumps/motors lessee must have prior written approval from the City, Any repairs to pumping system must comply with current city codes.
- 8.10. RODENTS: Lessee shall make frequent and reasonable efforts to minimize ground squirrel population on the Premises

#### 8.11. FENCES AND GATES:

- 8.11.1. Lessee shall promptly maintain and repair all fences and gates on or that borders the Premises and shall hold the City free and harmless from any liability or loss sustained by Lessee due to trespassers on the Premises.
- 8.11.2. The City shall replace gates and any sections of fence it deems necessary.

#### 8.12. NON-CROP AREAS:

- 8.12.1. Lessee shall remove weeds, trash, and debris from and near Percolation Ponds.
- 8.12.2. Lessee shall maintain and keep in good condition and repair embankments in order to keep the sumps, ponds, and ditches watertight.
- 8.12.3. Lessee shall conduct farming and non-crop activities as to comply with all air pollution control standards, and to minimize dust.

#### 9. Hazardous Waste and Chemicals

- 9.1. Lessee shall not use the Premises to dump gas, oils, dairy waste, chemicals or other hazardous waste and shall contact the City immediately if such a release occurs or is found.
  9.1.1.Any such release shall be the sole responsibility of Lessee.
  - 9.1.2.Lessee shall be responsible to clean up and cure such release in a timely manner.
- 9.2. Lessee shall only use chemicals that are reasonable and typically used for farming operations, weed control, and pest control.

#### 10. Electricity

- 10.1 Lessor shall be responsible to pay utility costs for extraction well (Hunsaker) from April September. Lessee shall reimburse the lessor for irrigation utility cost of extraction well (Hunsaker) from October March.
- 10.2 Lessee shall be responsible to pay all utility costs for irrigation well (5N).

#### 11. Water

- 11.1 Lessee shall control the flow, reuse, and dispersal of all effluent supplied by the City year round as surface water onto the Premises in a prudent and efficient manner to farm the Premises unless provided specific allowance by the City in writing to disperse portion of the wastewater elsewhere.
  - 11.1.1. Lessee understands that the City production of effluent may vary significantly but may produce peak flows up to 5 million gallons of effluent per day.
  - 11.1.2. Notwithstanding Paragraph 11.1.1 herein above, Lessor expects the typical effluent produced on the Execution Date to be approximately 4.4 million gallons per day, based on the average daily flows from 2009-2013, although Lessor does not guarantee any specific amount of wastewater suitable for irrigation and shall not be liable for

- any damages to crops due to insufficient, excess, or oil or chemical contaminated wastewater.
- 11.1.3. Lessee agrees that the City may decrease or increase the gallons per day of effluent and also agrees to manage any such decreases and increases and to utilize all the effluent on the Premises.
- 11.2 As required by WDR, Lessee shall provide to the City a written report that shall identify the source of all water and the volume of water in acre feet used on each field no later than the 10<sup>th</sup> calendar day of the following month.
  - 11.2.1 Lessee may supplement the effluent with well water from the Premises or other water sources that have first been approved in writing by the City.
    - 11.2.1.1 Lessee shall provide a written report that provides the amount of supplemental water (water not supplied by the City) used and dispersed by the Lessee on the Premises.
- 11.3 Water from existing or new wells on the Premises shall only be used on the Premises for the purposes of this Agreement and shall not be dispersed or sent off the Premises.
- 11.4 The City does not and shall not supply potable or drinking water to the Premises.
- 11.5 The City may enter into an Agreement with other property owners for the expressed purpose of providing effluent for irrigation.

#### 12. Crops

- 12.1. Lessee shall use the Premises and effluent to irrigate the farm, grow and harvest non-human consumable crops, and maintain an agronomic nitrogen balance with the effluent and bio-solids applied to farmed area.
- 12.2. In the third quarter of each calendar year of this Agreement, Lessee shall, if notified by the City, meet with the City to discuss operation of the farm for the next calendar year.
- 12.3. Lessee shall have the right to harvest all existing crops up to the date of expiration or termination of this Agreement and shall leave the Premises in good condition.
- 12.4. Lessor shall not be liable for any crop loss sustained by Lessee for any reason.
- 12.5. As required by the WDR, Lessee shall provide tissue analysis results and crop yield for each field to the City at Lessee's expense.

#### 13. Biosolids, Fertilizers, and Soil Amendments

- 13.1. Lessee shall use biosolids and soil amendments on the Premises in accordance with good farming practices, and schedules provided.
- 13.2. Lessee shall not accept or allow any placement of biosolids, sludge, septage, or similar materials on the Premises from parties other than Lessor and Lessee shall notify Lessor immediately of any unauthorized placement.
- 13.3. As required by the WDR, Lessee shall provide to the City a written report that states the pounds of nitrogen and any other materials applied to each field over the previous calendar year.
- 13.4. The five year biosolids application and management plan shall be followed.
- 13.5. Any Amendment, requested by the lessee, to the biosolids management plan shall be submitted to the City in writing and must be approved by the city prior to October 1<sup>st</sup> of each year.

- 13.6. The Lessee will provide the City with all relevant information required verifying compliance with the approved plan for reporting to the governing agencies (CRWQCB and US EPA) by January 15 of each year.
- 13.7. As required by the WDR, Lessee shall provide the City with annual soil analysis results at Lessee's expense.

#### 14. Percolation Ponds

- 14.1. The City owned percolation ponds are to be operated and maintained at the lessee's expense.
- 14.2. The ponds are available for use by the Lessee at all times provided less than 50% of all effluent delivered annually to the reclamation area is percolated in the ponds.
- 14.3. The ponds shall not be operated in such a manner as to have, or threaten to have a negative impact upon the Teapot Dome landfill from rising ground water levels.
- 14.4. The pond bottoms shall be kept open and free of weeds, algae, noxious odors, or other such nuisances.
- 14.5. Rodent control is the responsibility of the Lessee, in order to avoid breaching of levees and/or loss of the pond embankments.
- 14.6. Lessee must provide mosquito abatement in all pipes, ponds, and other collection areas of the percolation ponds.
- 14.7. As required by the WDR, Lessee shall provide to the City a written report that states the amount of effluent in acre feet that was disbursed to the percolation ponds no later than the 10<sup>th</sup> calendar day of the following month.

#### 15. Security

- 15.1. Lessor does not supply security for the Premises and Lessees operation thereon.
- 15.2. Lessor does not warrant that the fences and gates within or around the Premises will prevent trespassers.
- 15.3. Lessee shall keep all gates closed and locked when not in use during the day and closed and locked during the night.

#### 16. Health and Notice

- 16.1. Lessee shall notify its employees, sub-contractors, and visitors to the Premises that the irrigation water used on the Premises is treated wastewater and is not to be used for drinking or other human consumption and to follow good hygiene practices.
- 16.2. This notification shall be documented and signed and dated by all Lessee's employees, subcontractors, and visitors to the Premises and such documentation shall be kept on file with Lessee and shall be presented to the City if requested.
- 16.3. Lessee shall provide for all employees who work at the Premises immunization in accordance with any requirements of the Tulare County Health Department.
- 16.4. Lessee shall comply with all rules and regulation regarding mosquito control on the Premises and shall bear any and all costs regarding mosquito abatement on the Premises.

#### 17. Inspection and Testing

- 17.1. Lessee shall allow:
  - 17.1.1. The City, the county of Tulare, the State of California, or any other regulatory agency to enter onto the Premises to visit the Premises and to perform any soil, air, water or other tests and samplings

- 17.1.1.1. Such testing shall be performed in a reasonable manner to minimize any damage to crops.
- 17.1.1.2. Lessee is aware that such testing could result in partial or complete termination of Lessee's farming operation on the Premises.
- 17.1.2. The City, the county of Tulare, the State of California, or any other regulatory agency to install monitoring wells on the Premises.
- 17.1.2.1. The City shall recommend that the agencies work with Lessee to install such wells in locations to minimize hindrance or damage to Lessee's farming operation, but makes no guarantee of locations.
- 17.1.2.2. Lessee is aware that such testing could result in partial or such complete termination of Lessee's farming operations on the Premises.
- 17.2. Lessee shall provide to the City a copy of any reports involving test of soil, air, crops, or water within the Premises performed by or for Lessee immediately after receipt of such reports by Lessee.

#### 18. Discharge of Claims, Liens, Taxes

- 18.1. Lessee shall discharge or provide for the discharge of all claims that it has authorized or incurred for labor, materials, and supplies furnished for or in connection with the Premises.
- 18.2. Lessee agrees to keep and shall keep the Premises and improvements thereon free and clear from any liens or encumbrances, including mechanics or material men's liens, or any kind or nature for any work done, labor performed, or material furnished for the Premises or Lessee's operations thereon or from any other cause.
- 18.3. Lessee agrees to indemnify and save harmless the City, its agents, officers, and employees from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or material furnished.
- 18.4. Lessee agrees to pay all taxes (real, personal, possessory interest tax, or whatever other tax) and assessments that may be levied or charged upon the rights of Lessee's rights under this Agreements and Lessees' operation here under.
- 18.5. Lessee shall also obtain and pay for all other Agreements or permits necessary or required by law for the conduct of its operation hereunder.

#### 19. Indemnification

- 19.1 To the fullest extent permitted by law, Lessee agrees to indemnify, defend (upon request by the City) and hold the City, is agents, officers, and employees, and each of them, harmless from any and all losses, costs, expenses, claims, attorney's fees, liabilities, actions or damages, including liability for death or injury to person or persons or damage to property, arising out of or in any way connected with:
  - 19.1.1. The conducting or operation of Lessee's business on the Premises or pursuant to this Agreement, or
  - 19.1.2. The construction, renovation, remodel, removal, or significant change to the structure facilities, grounds, or improvements on the Premises or pursuant to this Agreement, or
  - 19.1.3. The intentional or negligent conduct of Lessee, its agents, employees, or independent contractors.

- 20. <u>Insurance:</u> Lessee, in order to protect the City and its council members, officials, agents, officers, and employees against all claims liability for death, injury, loss and damage as a result of Lessee's actions in connection with the performance of Lessee's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Lessee shall not perform any work under this Agreement until Lessee has obtained all insurance required under this Paragraph and the required certificates of insurance have been filed with and approved by the City. Lessee shall pay any deductibles and self-insure retentions under all required insurance policies.
  - 20.1. Workers Compensation and Employer's Liability Insurance Requirement Lessee shall submit written proof that lessee is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.
    - 20.1.1. In signing this Agreement, Lessee makes the following certification, required by section 1861 of the Labor Code.
    - 20.1.2. "I am aware of the provision of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."
    - 20.1.3. Lessee shall require any sub-contractors to provide workers' compensation for all to the subcontractors' employees, unless the sub-contactors' employees are covered by the insurance afforded by Lessee.
    - 20.1.4. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Lessee shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.
    - 20.1.5 Lessee shall also maintain employer's liability insurance with limits of two million dollars (\$2,000,000) for bodily injury or disease.

#### 20.2. Liability Insurance Requirements:

- 20.2.1. Lessee shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
  - 20.2.1.1. Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provision of this Agreement), Products-Competed Operations Hazard, Liquor Liability, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of two million dollars (\$2,000,000) Combined Single Limit (CSL) each occurrence and two million dollars (\$2,000,000) aggregate and shall include an endorsement naming the City and the City's council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.
  - 20.2.1.2. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage cover all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and shall

- include an endorsement naming the City and the City's council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.
- 20.2.2. If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completing of Lessee's work specified in this Agreement, whichever is later.
- 20.2.3. Prior to Lessee commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the City by Certificate of Insurance naming the City as "additional insured". Receipt of evidence of insurance that doesn't comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- 20.3. Cancellation of Insurance The above stated insurance coverage required to be maintained by Lessee shall be maintained until the completion of all the Lessee's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the City. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- 20.4. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-VII" rating. Any exception to these requirements must be approved by the City Risk Manager, or the City employee with Risk Management responsibilities.
- 20.5. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 20.6. Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. The City, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, the City may purchase such required insurance coverage, and without further notice to Lessee, the City shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by the City for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement are insufficient to reimburse the City for the premiums and any associated cost, Lessee agrees to reimburse the City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by the City to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverage required by this Agreement.

#### 21. Assignment, Subletting, Merger

- 21.1. Assignment by Lessee of any or all rights under this Agreement may only occur upon written consent of the City.
  - 21.1.1. Lessee shall submit to the City a written request for assignment or to sublet and provide any information about the proposed assignee or party to sublet that the City may require.

- 21.1.2. Lessee shall submit in advance a non-refundable sum of \$2,500 to the City for each request for assignment or sublet in order to cover costs for processing such request.
- 21.1.3. The City shall answer Lessee's request for assignment or sublet within 60 days of receipt of such notification by Lessee.
- 21.1.4. The City may reject the proposed assignment or sublet for any reason and, if so and notwithstanding Paragraph 21.1.2 herein above, the City shall refund \$1,500 to lessee.
- 21.2. At least 120 days in advance of any proposed merger between Lessee and a corporation or any other entity, Lessee shall provide to the City written notice of its intention to participate in such merger and provide any information required by the City in regards to the merger.
- 21.3 This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.

### 22. Breach and Default

- 22.1. Each of the following shall be a default by Lessee and breach of this Agreement:
  - 22.1.1. Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee, or liquidator, and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
  - 22.1.2. By order or decree of a court, Lessee shall be adjudged bankrupt, or an order shall be made approving a petition filed by any other creditors seeking its reorganization of its indebtedness under federal bankruptcy laws, or under any law or statute of the United States, or any state thereof and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
  - 22.1.3. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed against Lessee and shall not be dismissed within ninety (90) days after the filing thereof and such act prevents Lessee from conducting its operation under this Agreement for a period of thirty (30) calendar days or more.
  - 22.1.4. Pursuant to or under authority of any legislative act, resolution or rule or any offer or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of lessee, and such possession or control shall continue in effect for a period of ninety (90) days and prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
  - 22.1.5. Any lien (including, without limitation, mechanic's and materials' liens) is filed against the Premises because of any act or omission of lessee and is not removed within thirty (30) day.
  - 22.1.6. Lessee's voluntary abandonment, desertion, vacating, or discontinuation of its operations as authorized by this Agreement.
  - 22.1.7. Failure to perform any term, covenant, or condition of this Agreement.

- 22.1.8. Lessee fails to punctually make any payments due to the City under this Agreement.
- 22.2. Notwithstanding any other remedies of the City under this Agreement, should lessee default or breach this Agreement, the City may terminate this Agreement immediately, re-enter the Premises and take full possession thereof, and remove all persons connected with Lessee there from and Lessee shall have no further claim thereon or hereunder.
- 22.3. The remedies given to the City in Paragraph 22.2 shall be in addition and supplement to all other rights or remedies that the City may have under the laws then in force.
- 22.4. Lessee hereby waives any and all rights for redemption granted by or under any present or future law, or statute, arising in the event it is evicted or dispossessed for any cause or in the event the City obtains or retains possession of the Premises in any lawful manner.
- 22.5. No waiver the City of any default or breach on the part of Lessee in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be or be construed to be a waiver by the City of any other or subsequent default or breach in performance of any of said terms, covenants, or conditions contained in this Agreement.
  - 22.5.1. The subsequent acceptance of rent by the City shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement, including the failure of Lessee to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.
  - 22.5.2. No covenant, term or condition of this Agreement shall be deemed to have been waived by the City, unless the City provides such waiver in writing.

### 23. Negation of Partnership

- 23.1. The City shall not become or be deemed a partner or joint venture with Lessee or associate in any relationship with Lessee other than that of Lessor and Lessee by reason of the provisions of this Agreement.
  - 23.2. Lessee shall not for any purpose be considered an agent, officer, or employee of the City. .
  - 23.3. To whatever extent the City, its agents, officers, or employees may be deemed to be associated with the Lessee or the Lessee's agents, officers, or employees because of any activity or operation pursued by Lessee or its agents, officers or employees on the Premises, then to such extent Lessee shall be deemed an independent contractor of the City.
- 24. <u>Workers Compensation:</u> Lessee shall comply with the workers' Compensation Act of this State and shall indemnify and save and hold harmless the City from any and all liability under the said Act.
- 25. <u>Compliance With Law:</u> Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, or City government which may in any way apply to the use, maintenance, occupation of or operations on the Premises, including but not limited to the Americans with Disabilities Act.
- 26. <u>Nondiscrimination:</u> Lessee, in the operation to be conducted pursuant to the provision to this Agreement and otherwise in the use of Premises, shall not discriminate or permit discrimination

against any person or class of persons by reason of race, color, creed, sex or national origin or by any arbitrary reason.

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

To the Lessor (the City of Porterville)

City of Porterville 291 Main Street Porterville, CA 93257

The address to which the notices may be mailed to either party may be changed by written notice. Nothing, however, shall preclude the giving of any such notice by personal service.

### 28. <u>Definitions and Terminology</u>

- 28.1. In this Agreement the capitalized term "Paragraph" shall indicate the numerical subject headings or sub-headings of this Agreement (such as this Paragraph is identified as 28.1)
- 28.2. In this Agreement the capitalized terms "Section" or "Sections" shall indicate the actual physical location for the certain real property locations, as they exist in Tulare County. (As such, the only Sections to be mentioned in this Agreement will be the Sections as originally stated in Paragraph 1.2 herein above.)
- 28.3. In the context of this Agreement the terms "wastewater" and "effluent" may be used interchangeably and shall be defined as untreated sewage water that has been channeled to the City treatment plant, treated to certain requirements, and discharged from the treatment plant as non-potable water to be used on the Premises to grow fiber and fodder crops.

### 29. Damage to Premises:

- 29.1. In the event more than 20% of the Premises or more than 100 acres of farmed land is declared a disaster area by Federal, State, or local authorities:
  - 29.1.1. Lessee may, within 15 days of such declaration, provide to the City evidence of the declaration, the location and number of acres affected, and petition for temporary relief from rent until the affected real property can reasonably and in a timely manner be restored by Lessee, at its expense, to a condition again usable for Lessee's farming operations, and
  - 29.1.2. The City shall review such petition or request and if found credible shall pro-rate Lessee's rent by:
    - 29.1.2.1. Determining the number of currently farmed acres,

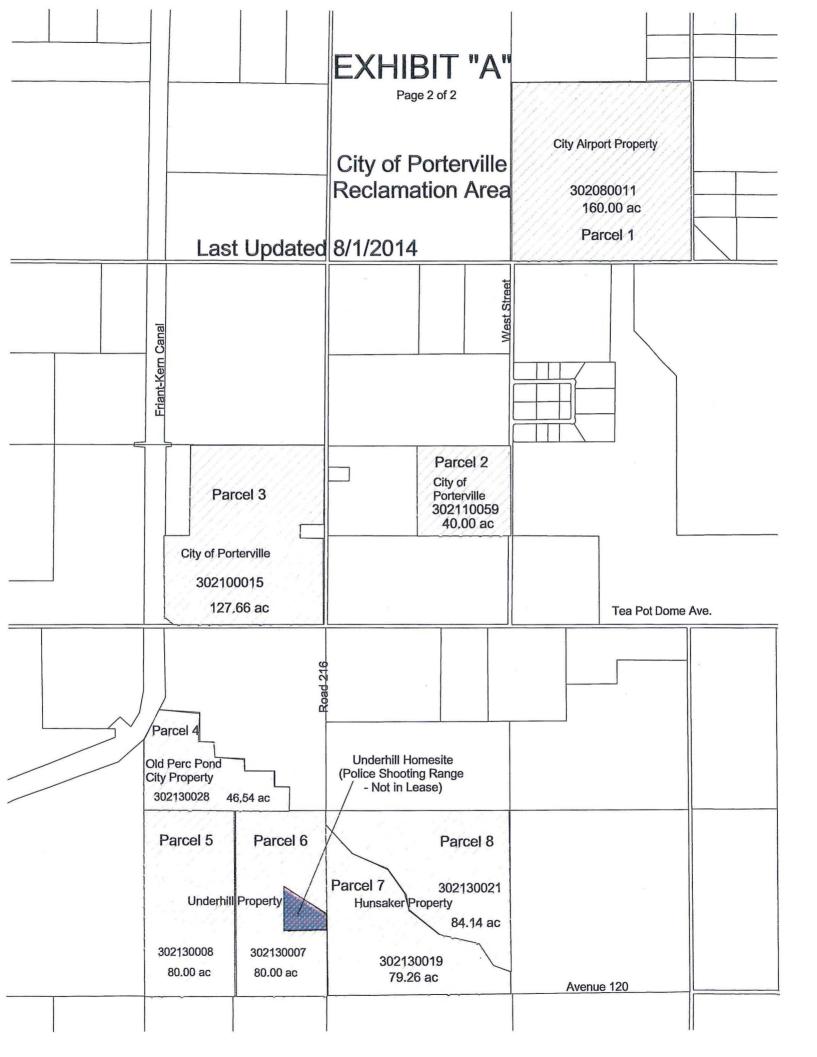
- 29.1.2.2. Determining the number of current acres deemed not farmable due to the disaster,
- 29.1.2.3. Determining the number of days the farmed acres are out of production until Lessee can reasonable put the acres back into production,
- 29.1.2.4. Regarding this Paragraph 29.1, determine an acreage percentage and divide the result by 365 days to determine a day's percentage,
- 29.1.2.5. Multiply the acreage percentage times the days percentage to determine an overall percentage,
- 29.1.2.6. Multiply the overall percentage times the annual rent to determine rent credit to Lessee (no more than 30% of the annual rent), and
- 29.1.3. Within 15 days after the City determines the affected real property can reasonably be farmed by Lessee, the City shall notify Lessee the amount of rent reduction and whether it will be refunded to Lessee soon thereafter by check or credited towards Lessee's next rental payment.
- 29.2. Should the City determine the Premises or significant parts thereof are rendered unusable for a period of more than 30 days due to no fault of Lessee, the City may determine a refund of rent based on the formula determined in Paragraph 29.1 of this Agreement and pay or credit Lessee for the time period beyond the 30 day period mentioned heron above (NOTE in this instance the pro-rated rent shall take effect 30 days after the City's reasonable determination of the date the acreage was determined unusable.)
- 30. <u>Surrender of Premises:</u> On the last day of the term, or sooner termination of this Agreement, Lessee shall peaceable and quietly leave, surrender and yield up to the City the Premises and improvements thereon in good condition, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by act of God or by fire or other circumstances over which Lessee has no control.
- 31. <u>Authorized Agent of THE CITY</u>: The City Manager, or his designee, is the duly authorized agent of the City for purposes of this Agreement and any obligations assumed hereby by Lessee shall be performed to his satisfaction.
- 32. <u>Disposition of Improvements and Equipment</u>: Upon termination or expiration of this Agreement, Lessee, may, at Lessee's sole cost and expense, remove its farm equipment and trade fixtures which have been placed on the Premises but not permanently affixed thereto. No real property or improvements to real property shall be removed by Lessee without Lessee first obtaining written approval to remove such real property or improvements to real property.
- 33. <u>Lost, Stolen, Damaged Property:</u> The City is in no way responsible for Lessee's lost, stolen, or damaged property unless the City or the City's agents take possession of Lessee's property.
- 34. Right of Ingress and Egress:
  - 34.1. Lessee shall have reasonable non-exclusive right of way for pedestrian and vehicular travel for ingress and egress to the Premises over property owned and controlled by the City.
  - 34.2. Lessee's right of way is subject to such reasonable rules and regulations as the City may make from time to time.
  - 34.3. The City and its invitees shall have the right, at any time, to enter and inspect the Premises, Lessee's operations, and conduct studies, surveys, and tests.

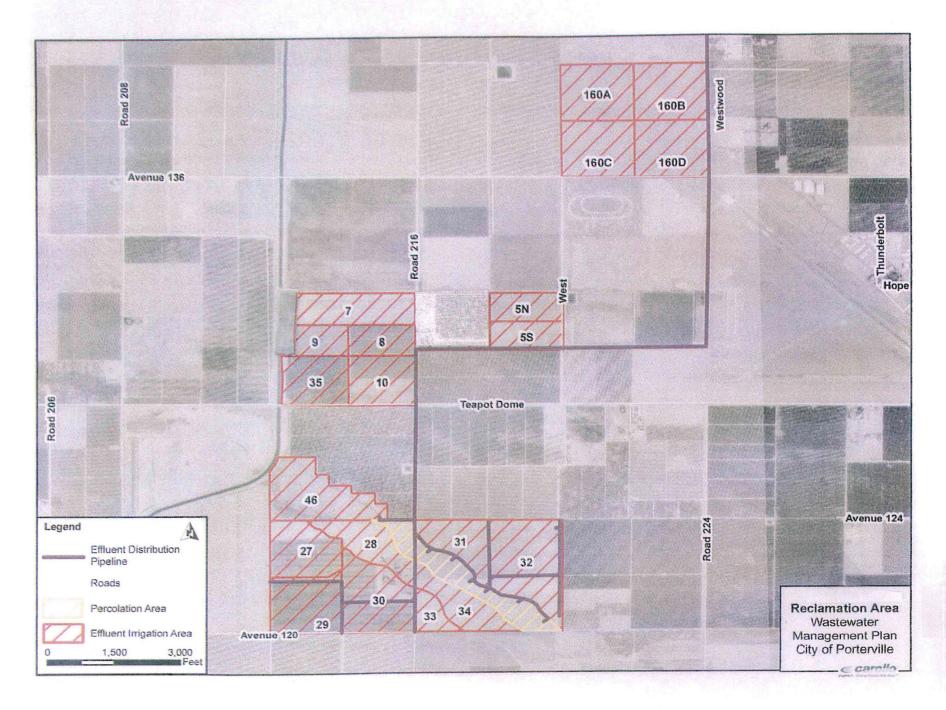
- 35. <u>Incorporation of Prior Agreements and Amendments:</u>
  - 35.1 This Agreement contains all agreements of the parties with respect to any matter mentioned.
  - 35.2 No prior agreement or understanding pertaining to any such matter shall be effective.
  - 35.3 This Agreement can only be modified as a written agreement, signed by the parties in interest at the time of the modification.
- 36. <u>Venue:</u> If either Lessee or the City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California.
- 37. <u>Severability:</u> the invalidity of any provision of this Agreement, as determined by a Court of competent jurisdiction, shall not affect the validity or any other provision hereof.
- 38. <u>Captions:</u> Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.
- 39. <u>Covenants and Conditions:</u> Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.
- 40. <u>Time of Essence:</u> Time is hereby expressly declared to be of the essence of this agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 41. Attorney's Fees. If any litigation is commenced between the parties to this Lease concerning the Lease or the rights and duties of either in relation to the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first hereinabove written.
City of Porterville
By Milt Stowe, Mayor
APPROVED AS TO FORM City of Porterville
By City Attorney
Lessee By
Title
Business Name
APPROVED AS TO FORM
By Legal Counsel for Lessee
Exhibit A – Reclamation Area Legal Descriptions  Exhibit B – Map of Reclamation Area, infrastructure  Exhibit C – Letter of Credit for Lessee

Exhibit D – Reclamation Area Lease Request for Proposal

Parcel	APN	LEGAL DESCRIPTION	ACRES
City of Porterville	Airport Pro	pperty	
Parcel 1	302080011	SE/4 SEC 5-22-27	160.00
Total			160.00
City of Porterville	Lease Purc	hase	
Parcel 2	302110059	E/2 OF N/2 OF SW/4 SEC 8-22-27	40.00
Parcel 3	302100015	LTS 34,35,46,47 ETC PVILLE FRUIT&FARMS TR RM 15-23	127.66
Total .			167.66
City of Porterville	Old Perc P	ond /Field # 46	
Parcel 4	302130028	POR NE/4 SEC 18-22-27	46.54
Total			46.54
City of Porterville	Underhill P	Property	
Parcel 5	302130008	W/2 OF SE/4 SEC 18-22-27	80.00
Parcel 6	302130007	E/2 OF SE/4 SEC 18-22-27	80.00
		Underhill Homesite (Police Shooting Range - Not part of Lease)	-15.20
Total			144.80
City of Porterville	Hunsaker P	Property	
Parcel 7	302130019	POR S/2 SEC 17-22-27	79.26
Parcel 8	302130021	POR SW/4 SEC 17-22-27	84.14
Total		_	163.40
	Tot	tal Management Acres	682.40





Date
------

To:

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

### Letter of Credit No.

### Gentlemen:

Gentlemen:	
Porterville, hereinafter referred to as "City", and	amation Area Lease by Principal in accordance with said nade a part hereof by reference.
	only, we hereby establish in favor of City and for account of in the amount of(6 months rent) to be paid ng documents:
his duty and obligation under said agreemer	or Mayor certifying that there from the Principal's performance, or non-performance, of nt, or from negligence, act, or omission of Principal or his of the accompanying sight draft on us and the amount of second
It is agreed that the above funds are on deposit and a funds for the purposes set forth herein.	guaranteed for payment and said funds shall become trust
It is further agreed that if City should have to file su prevailing party shall be entitled to all court costs, in	it to enforce the provisions of this letter of credit, the acluding reasonable attorney's fees.
All drafts under this Letter of Credit shall be marked	I Irrevocable Letter of Credit No
We expressly agree with you that all drafts drawn ur Credit shall meet with due honor upon presentation.	nder and in compliance with the terms of this Letter of
NA NA	AME OF BANK:
Pro	esident
Vi	ce President

### Exhibit D – Reclamation Area Lease Request for Proposal

Exhibit D of the Executed Lease Agreement will contain the entire RFP and Successful Bidders Proposal

SUBJECT: CONSIDERATION OF SCHEDULING CITY COUNCIL GOAL AND

PRIORITY SETTING

SOURCE: City Manager

COMMENT: For the past several years, the City Council has not met to develop and establish the City's annual goals and priorities. In past years, the

Council has employed a project-driven approach for setting of priorities, with the Council identifying specific projects for particular attention and focus. In support of this approach, City staff has served as the facilitator, with the establishment of priority projects being determined

by the Council with voting by "dots".

As opposed to a specific project-driven process, the Council has also used in the past a goal setting approach in taking a more broad community focus. Typically, such goal setting has been facilitated by a non-City individual. The Council could consider this methodology to goal setting again, and for example, use the City's General Plan and soon to be updated Urban Development and Urban Area Boundaries as the basis for establishing goals. Under this format, the Council may also wish to consider inviting community representatives to participate.

There may be other approaches to goal and priority setting that the City Council may wish to consider, given the extensive background and varied experience of its members, and nothing precludes using a different methodology in the future.

The request of staff to the Council is to consider the scheduling of a goal and priority setting session, and define an approach for goal setting and/or priority project selection, and to give direction to staff in how to best assist and support in the preparation for the selected process.

RECOMMENDATION: That the City Council provide direction in the scheduling and

method toward setting of goals and priorities, to be employed in a goal setting session to be scheduled as

determined by the Council.

ATTACHMENT: None

Item No. <u>/8</u>

### SCHEDULED MATTER

SUBJECT:

SUCCESSOR AGENCY REVIEW AND APPROVAL OF PROPOSED

ADMINISTRATIVE BUDGET

SOURCE:

COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT:

Health & Safety Code Section 34177(j), as modified by AB 1484, requires the Successor Agency to the Porterville Redevelopment Agency ("Successor Agency") to prepare a proposed Administrative Budget covering the upcoming six-month fiscal period, which will be January 1, 2015, through June 30, 2015, (i.e., concurrent with the Recognized Obligation Payment Schedule {"ROPS"} 14-15B) and submit it to the Oversight Board for approval. To date, the Successor Agency previously prepared and approved, and the Oversight Board reviewed and approved, Administrative Budgets through January 1, 2015.

Pursuant to the Dissolution Act (Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code), each ROPS includes a line item for the Successor Agency's Administrative Budget for the applicable period, and AB 1484, which amended the Dissolution Act on June 27, 2012, requires that the ROPS 14-15B for the period January 1, 2015, to June 30, 2015, shall be approved by the Successor Agency and Oversight Board and submitted to the Department of Finance ("DOF") by October 1, 2014.

The Administrative Budget is required to set forth all of the following: (1) Estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period; (2) Proposed sources of payment for the costs identified in paragraph (1); and (3) Proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity. AB 1X 26 specifies that successor agencies may spend up to \$250,000 of the former tax increment revenues for annual administrative expenses.

Under Section 34177(k) of the Dissolution Act, upon approval of the Administrative Budget by the Oversight Board, the Successor Agency will provide to the County of Tulare Auditor Controller the administrative cost estimates from the approved Administrative Budget that are to be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund (RPTTF) for such period.

Pursuant to Section 34179(h) of the Dissolution Act, as amended by AB 1484, written notice and information about all actions taken by the Oversight Board must be provided to the DOF by electronic means and in a manner of DOF's choosing.

DD APPROPRIA

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ITEM NO. SA-1

An Oversight Board's action shall become effective five (5) business days after notice in the manner specified by the DOF, unless the DOF requests a review; provided, however, pursuant to Section 34177(m) as to each ROPS submitted to the DOF of which an Administrative Budget is a part, the DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations on each ROPS submitted no later than 45 days after submittal.

RECOMMENDATION:

That the Successor Agency adopt a Resolution approving the Administrative Budget for the period of January 1, 2015, through June 30, 2015 and direct Successor Agency staff to submit the Administrative Budget to the Oversight Board.

**ATTACHMENTS:** 

1. Proposed Administrative Budget

2. A Resolution of the Successor Agency to the Porterville Redevelopment Agency Approving the Administrative Budget Pursuant to Health & Safety Code Section 34177(j) and Directing Transmittal of the Administrative Budget to the Oversight Board

(Note that the action of the Oversight Board to approve the ROPS 14-15B shall not become effective for 45 days after the ROPS has been submitted to the DOF.)

### SUCCESSOR AGENCY AND HOUSING AUTHORITY SUCCESSOR AGENCY BUDGET JANUARY 1, 2014 THROUGH JUNE 30, 2015

OBJECT #	ACCOUNT DESCRIPTION		2014-15B BUDGET
	PERSONAL SERVICES		
-01	SALARIES, REGULAR		\$10,795
-02	SALARIES, PART TIME		\$0
-03	SALARIES, OVERTIME		\$0
-09	BENEFITS		\$3,942
		SUB-TOTAL	\$14,737
	MATERIALS, SUPPLIES & SERVICES		
-12	BUILDINGS/GROUNDS MAINTENANCE		\$2,000
-21	ADVERTISING		\$188
-22	PRINTING		\$800
-23	PROFESSIONAL SERVICES		\$25,000
-24	COLLECTION COSTS		\$0
-28	ADMINISTRATIVE SERVICES		\$0
-32	OFFICE AND COMPUTER SUPPLIES		\$500
-34	MAINTENANCE & REPAIR MATERIALS		\$0
-41	MEETING EXPENSE		\$750
-42	UTILITIES		\$3,000
-43	UNIFORM ALLOWANCE		\$0
-44	TRAINING EXPENSE		\$750
-45	PUBLICATION AND DUES		\$0
-46	POSTAGE		\$500
-52	INSURANCE, LIABILITY		\$0
-62	DEBT REDEMPTION		\$0
-64	AMORTIZATION		\$0
-65	DEPRECIATION EXPENSE		\$0
-66	OTHER EXPENSES		\$2,775
		SUB -TOTAL	\$36,263
		TOTAL	\$51,000

### SUCCESSOR AGENCY RESOLUTION NO.

### A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE ADMINISTRATIVE BUDGET PURSUANT TO HEALTH & SAFETY CODE SECTION 34177(j) AND DIRECTING TRANSMITTAL OF THE ADMINISTRATIVE BUDGET TO THE OVERSIGHT BOARD

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

WHEREAS, Assembly Bill 1X 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code ("Dissolution Act"), pursuant to which (1) all redevelopment agencies in California were dissolved on February 1, 2012, and (2) successor agencies were formed for the purpose of winding down the affairs of the former redevelopment agencies; and

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council of the City at an open public meeting, the City Council chose to serve as the governing body of the Successor Agency to the dissolved Agency, a separate legal entity, under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City of Porterville serves and acts as the Successor Agency and the City will perform the functions of the Successor Agency under the Dissolution Act to administer the enforceable obligations of the former Agency and, otherwise, unwind the Agency's affairs, all subject to the review and approval by a seven-member Oversight Board ("Oversight Board"); and

WHEREAS, Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget covering the upcoming six-month fiscal period, and submit it to the Oversight Board for approval; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is required to include all of the following: (a) estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period; (b) proposed sources of payment for the costs identified in clause (a); and (c) proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity, such as the City; and

WHEREAS, the Administrative Budget, as approved by the Oversight Board, will be provided to the County of Tulare Auditor-Controller pursuant to Section 34177(k) so that the Successor Agency's estimated administrative costs in the approved Administrative Budget will be



paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for the applicable six-month period.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY:

- 1. The above recitals are true and correct, are a substantive part of this Resolution, and are adopted as the findings of the Successor Agency.
- 2. Pursuant to the Dissolution Act, the Successor Agency hereby approves the proposed Administrative Budget in the form attached hereto as Exhibit A and incorporated herein by this reference. The City Manager and Successor Agency legal counsel are authorized to make such revisions to the Administrative Budget, as they deem appropriate, in order to ensure the proper and effective operation of the Successor Agency pursuant to the Dissolution Act.
- 3. The City Manager, or his authorized designees, are hereby authorized to transmit the Administrative Budget to the Oversight Board for approval.
- 4. Upon approval of the Administrative Budget by the Oversight Board, the City Manager, or his authorized designees, shall provide written notice and information about the Oversight Board's approval of the Administrative Budget to the State of California Department of Finance by electronic means, as directed by the Department of Finance, pursuant to Section 34179(h) and shall post the Administrative Budget on the Successor Agency's website.
  - 5. This Resolution shall be effective immediately upon adoption.
- 6. The City Clerk on behalf of the Successor Agency shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16<sup>th</sup> day of September, 2014.

By:		
·	Milt Stowe, Chair	
ATTEST:		
John D. Lollis, Agency Secretary		
	makana.	
Patrice Hildreth, Chief Deputy Agency Secretary		

### SCHEDULED MATTER

SUBJECT: REVIEW AND APPROVAL OF DRAFT RECOGNIZED OBLIGATION

PAYMENT SCHEDULE (ROPS)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT:

As of February 1, 2012, the Porterville Redevelopment Agency ("Agency") was dissolved and the City Council assumed the responsibility of acting and serving as the governing body of the "Successor Agency," a separate legal entity from the City, pursuant to Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code ("Dissolution Act"). The Dissolution Act requires the Successor Agency to administer the enforceable obligations of the former Agency and otherwise unwind the Agency's affairs subject, where applicable, to the review and approval by the seven-member Oversight Board.

On June 27, 2012, the Legislature passed, and the Governor signed, AB 1484. The primary purpose of AB 1484 is to make technical and substantive amendments to the Dissolution Act. Included in AB 1484 was a change to the schedule for adoption of a Recognized Obligation Payment Schedule ("ROPS") for the period ending June 30, 2013, and all subsequent ROPS. The California Department of Finance ("DOF") implemented a new ROPS naming convention to be associated with the fiscal year that the ROPS is related to and the time period (A-the first half of the fiscal year and B-the second half of the fiscal year). Under AB 1484, a Successor Agency and its Oversight Board are required to submit the ROPS 14-15B by October 1, 2014, for the December 1st distribution of the semi-annual Redevelopment Property Tax Trust Fund (RPTTF) distribution.

Pursuant to Section 34177(l)(1) of the Dissolution Act, for each recognized obligation, the ROPS 14-15B shall identify one or more of the following sources of payment:

- (A) Low and Moderate Income Housing Fund.
- (B) Bond proceeds.
- (C) Reserve balances.
- (D) Administrative cost allowance.
- (E) The RPTTF, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

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(F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the Oversight Board.

The draft ROPS 14-15B, included as Attachment No. 1, includes comparable listings of Enforceable Obligations as were set forth in the DOF-approved first, second and third ROPS and subsequent ROPS 13-14B. The DOF approved the Finding of Completion for the Successor Agency. With this approval, the Successor Agency was allowed to place loan agreements between the former redevelopment agency and the City on the ROPS as an enforceable obligation pursuant to the criteria in Health and Safety Code Section 34191.4. The Finding of Completion also allows the Successor Agency to utilize remaining bond proceeds.

Section 34177(l)(2)(B) of the Dissolution Act requires the Successor Agency to submit the ROPS 14-15B to the Oversight Board for approval, and concurrently with the submission of the ROPS to the Oversight Board, the Successor Agency is required to transmit the ROPS 14-15B to the County Administrative Officer, the County Auditor-Controller, and the DOF. Section 34177(l)(2)(C) requires that, once the Oversight Board has approved the ROPS 14-15B, the ROPS 14-15B be sent to the County Auditor-Controller, the State Controller's Office, the DOF, and that the ROPS 14-15B be posted on the Successor Agency's website.

Section 34177(m) of the Dissolution Act requires the Successor Agency to complete the Third ROPS and each subsequent ROPS in the manner directed by the DOF. The DOF provides a pre-populated ROPS template and instructions for the ROPS 14-15B. As the format is still relatively new, staff recommends that the Successor Agency review and approve the ROPS 14-15B as provided and authorize the Successor Agency's Executive Director, and/or the Finance Director or their authorized designees, to also augment, modify, add or revise the ROPS 14-15B as may be necessary to comply with requirements imposed by the DOF.

**RECOMMENDATION:** 

That the Successor Agency adopt a Resolution approving the Recognized Obligation Payment Schedule 14-15B for the period of January 1, 2015, through June 30, 2015, provided that should any modification be required to the ROPS 14-15B 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 14-15B to requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 14-15B to the Oversight Board.

### ATTACHMENTS:

- 1. Recognized Obligation Payment Schedule for the period of January 1, 2015, through June 30, 2015.
- 2. A Resolution of the Successor Agency to the Porterville Redevelopment Agency Approving the Recognized Obligation Payment Schedule (ROPS 14-15B) for the Period January 1, 2015, to June 30, 2015, Subject to Submittal to, and Review and Approval by, the Oversight Board and California Department of Finance pursuant to California Health & Safety Code, Division 24, Part 1.85, as amended by Assembly Bill 1484; and Authorizing Posting and Transmittal Thereof.

(Note that the action of the Oversight Board to approve the ROPS 14-15B shall not become effective for 45 days after the ROPS has been submitted to the DOF.)

# Attachment 1

### Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Name	of Successor Agency:	Porterville			
Name	of County:	Tulare			
Currei	nt Period Requested Fu	nding for Outstanding Debt or Obligat	tion	Six-l	Month Total
Α			Property Tax Trust Fund (RPTTF) Funding	\$	***
В	Bond Proceeds Fu	unding (ROPS Detail)			-
С	Reserve Balance	Funding (ROPS Detail)			-
D	Other Funding (RO	OPS Detail)			-
E	Enforceable Obligation	ons Funded with RPTTF Funding (F+G	<b>;</b> ):	\$	522,778
F	Non-Administrative	e Costs (ROPS Detail)			471,778
G	Administrative Cos	sts (ROPS Detail)			51,000
н	Current Period Enfor	ceable Obligations (A+E):		\$	522,778
Succe	ssor Agency Self-Repo	rted Prior Period Adjustment to Curre	nt Period RPTTF Requested Funding		
1		ns funded with RPTTF (E):			522,778
J	Less Prior Period Adju	stment (Report of Prior Period Adjustme	nts Column S)		(5,328)
Κ	Adjusted Current Per	riod RPTTF Requested Funding (I-J)		\$	517,450
Count	y Auditor Controller Re	ported Prior Period Adjustment to Cur	rrent Period RPTTF Requested Funding		
L	Enforceable Obligation	ns funded with RPTTF (E):			522,778
М	Less Prior Period Adju	stment (Report of Prior Period Adjustme	nts Column AA)		-
N	Adjusted Current Per	riod RPTTF Requested Funding (L-M)			522,778
	cation of Oversight Board				
hereby	certify that the above is	of the Health and Safety code, I a true and accurate Recognized or the above named agency.	Name		Title
-			/s/ Signature		Date

### Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail January 1, 2015 through June 30, 2015 (Report Amounts in Whole Dollars)

	1 -				F	1	н		J ,	к		M	N	0	р
A	B	С	D	E		G	Н	<del>                                     </del>	J -	<u> </u>	L	Funding Source	<u> </u>		<u> </u>
	1	İ	1						İ	Non-Redevel	noment Property	/ Tax Trust Fund	I		
	1									7.0	(Non-RPTTF		RPT	TF	
				Contract/Agreement				Total Outstanding		]	Reserve		1 1		
ltem#	Project Name / Debt Obligation	Obligation Type	Execution Date	Termination Date	Payee	Description/Project Scope	Project Area	Debt or Obligation \$ 21,142,592	Retired	Bond Proceeds	Balance S -	Other Funds	Non-Admin S 471,778	Admin \$ 51,000	Six-Month Total S 522.77
	2008 Tax Allocation Bonds Series A	Bonds Issued On or	9/16/2008		US Bank	Issuance of the Agency's Tax	Project Area No. 1	7,805,280	N				189,198		189.19
2	2008 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Taxable Tax Allocation Refunding Bonds	Project Area No. 1 as Amended	4,732,488	N			1	105,319		105,31
3	2008 Tax Allocation Bonds Series C	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Tax Allocation Refunding Bonds.	Project Area No. 1 as Amended	1,973,258	N				48,948	****	48,94
4	2008 Tax Allocation Bonds Series D		9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Taxable Tax Allocation Refunding Bonds	Project Area No. 1 as Amended	1,449,213	N				34,663		34,66
5	2008 Tax Allocation Bond Reserves		9/16/2008	6/1/2040	Funded	Reserve account for the 2008 Bonds	Project Area No. 1	637,707	N	<del> </del>		<del> </del>		*****	
	2008 Tax Allocation Bond Admin.	Fees	9/16/2008	6/1/2040	US Bank	required by bond indenture  Administration fees from US Bank -	as Amended Project Area No. 1	100,000	N			<del> </del>	<del></del>		
		1		1		Trustee	as Amended								
		Fees	9/16/2008		Arbitrage Compliance Specialist	Professional fees to be paid for arbitrage calculation	Project Area No. 1 as Amended	50,000							
- 8	Rural Eco. Dev. Infrastructure Prog.	Third-Party Loans	11/13/1991	12/31/2016	St. of Ca. Dept of Commerce	Loan from St. of Ca, for Porterville Enterprise Zone Infrastructure Project.	Project Area No. 1 as Amended	55,743	N				13,936		13,93
9	Rural Eco, Dev. Infrastructure Prog. Reserve	Reserves	11/13/1991	12/31/2016	Funded	Required by the St of Ca. and serves as insurance for the loan.	Project Area No. 1 as Amended	33,482	N						
10	Loan for Formation of Area		4/7/1981	6/30/2030	City of Porterville	Loan repayment pursuant to HSC	Project Area No. 1	422,664	N				79,714		79,71
11		On or Before 6/27/11 City/County Loans	5/1/2007	6/30/2014	City of Porterville	section 34191.4 (b).  Loan repayment pursuant to HSC	as Amended Project Area No. 1	80,503	N						
12	Loan for Parking Lot Improvements -	On or Before 6/27/11 City/County Loans	11/12/1997	6/30/2014	Risk Management	section 34191.4 (b). Loan repayment pursuant to HSC	as Amended Project Area No. 1	116,137	N						
45	Storm Drain  Loan for Reconstruction of Parking	On or Before 6/27/11 City/County Loans	6/19/2007	6/30/2030	Risk Management	section 34191.4 (b). Loan repayment pursuant to HSC	as Amended Project Area No. 1	512,009	N						
Sugar	Lot - Hockett Street	On or Before 6/27/11				section 34191;4 (b).	as Amended								
14	Loan for Amendment of the Boundaries of Project Area No. 1	City/County Loans On or Before 6/27/11	8/17/2010	6/30/2030	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).	Project Area No. 1 as Amended	205,196	N						
15	Successor Agency Administration	Admin Costs	1/1/2015	6/30/2015	City of Porterville	Agency Administration cost.	Project Area No. 1 as Amended	2,600,000	N					51,000	51,00
16	Porterville Hotel Project	OPA/DDA/Constructi	9/16/2008	6/30/2016	various	Acquisition of property and demolition and clearing of the site	Project Area No. 1 as Amended	275,000	N						
17		City/County Loans After 6/27/11	2/7/2014	6/30/2040	City of Porterville	Loan for payment of enforceable obligations and admin costs due to	-	93,912	N-						
		Aiter 0/2///11				RPTTF shortfall.					70.00				
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35			<del></del>			1		<del></del>	N	<del> </del>					

### Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see <a href="https://rad.dof.ca.gov/rad-sa/pdf/Cash">https://rad.dof.ca.gov/rad-sa/pdf/Cash</a> Balance Agency Tips Sheet.pdf.

Services in Servic	Ţ	,	·				
АВ	С	D	E	F	G	Н	: [
			Fund So				
	Bond P	roceeds	Reserve	Balance	Other	RPTTF	
Cash Balance Information by ROPS Period	Bonds Issued on or before 12/31/10		Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF	Rent, Grants,	Non-Admin and Admin	Comments
ROPS 13-14B Actuals (01/01/14 - 06/30/14)	1 12.5 17 10	1 011/01/11	<u> .camea</u>	Lincolo period(a)		/1011101	
1 Beginning Available Cash Balance (Actual 01/01/14)	2,636,624					(93,791)	
2 Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	10,106				95,165		\$93,791 loan from City to Successor Agency to cover shortfall.
3 Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	19,449				·	402,030	
4 Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B	674,665						
5 ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S			No entry required	C		5,328	
6 Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	1,952,616	-	_	_	95,165	(93,791)	
ROPS 14-15A Estimate (07/01/14 - 12/31/14)							
7 Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	2,627,281	_			95,165	(88,463)	
8 Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014						273,267	
9 Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)	1,677,616				95,165	301,502	
10 Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A	674,665						
11 Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	275,000	-	-		_	(116,698)	

### Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments Reported for the ROPS 13-14B (January 1, 2014 through June 39, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a) (Report Amounts in Whole Dollars)

ROPS 13-14B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-158 (January Ihrough June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller. н Non-RPTTF Expenditures RPTTF Expenditures Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Bond Proceeds Reserve Balance Other Funds Non-Admin Requested RPTTF) Available Available Difference RPTTF (if total actual (ROPS 13-14B Difference (ROPS 13-14B exceeds total listributed + all othe available as of Net Lesser of (If K is less than L isinbuted + all oth available as of Net Lesser of Authorized / authorized, the Project Name / Debt Net Difference Authorized / the difference is total difference is item# Obligation Authorized Actual Authorized Actual Actual 01/1/14) Available zero) 01/1/14) Available zero) (M+R) SA Comments 1,952,515 19,449 390,127 390,127 390,127 390,127 91,262 17,231 17,231 11,903 5,328 5,328 1 2008 Tax Allocation Bonds 190,773 190,773 190,773 190,773 2 2008 Tax Allocation Bonds 3 2008 Tax Allocation Bonds 106,209 106,209 106.209 106,209 49,368 49,368 49,368 49,368 Series D
5 2008 Tax Allocation Bond 29,841 29.841 29.841 29,841 Reserves 2008 Tax Allocation Bond Admin. 2008 Tax Allocation Bond Arbitrage Rural Eco. Dev. Infrastructure Prog. 13,936 13,936 13,936 13,936 Infrastructure Prog. Reserve 10 Loan for Formation of Are 11 Loan for Repayment to County
12 Loan for Parking Lot 13 Loan for Reconstruction o Parking Lot - Hockett Stree 14 Loan for Amendment of the Boundaries of Project Area No. 1 15 Successor Agency Administration
16 Porterville Hotel Project 1,952,515 19,449

## Recognized Obligation Payment Schedule (ROPS 14-15B) - Notes January 1, 2015 through June 30, 2015 Notes/Comments Item #

RESOLU	TION	NO.	
KESOLU	LIOIN	NO.	

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 14-15B) FOR THE PERIOD JANUARY 1, 2015, TO JUNE 30, 2015, SUBJECT TO SUBMITTAL TO, AND REVIEW AND APPROVAL BY, THE OVERSIGHT BOARD AND CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH & SAFETY CODE, DIVISION 24, PART 1.85, AS AMENDED BY ASSEMBLY BILL 1484; AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

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

WHEREAS, Assembly Bill 1X 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code ("Dissolution Act"), pursuant to which (1) all redevelopment agencies in California were dissolved on February 1, 2012, and (2) successor agencies were formed for the purpose of winding down the affairs of the former redevelopment agencies; and

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council of the City at an open public meeting, the City Council chose to serve as the governing body of the Successor Agency to the dissolved Agency, a separate legal entity, under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City serves and acts as the Successor Agency and the City will perform the functions of the Successor Agency under the Dissolution Act to administer the enforceable obligations of the former Agency and otherwise unwind the Agency's affairs, all subject to the review and approval by a seven-member Oversight Board ("Oversight Board"); and

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period as provided in subdivisions (I) and (m) of Section 34177 of the Dissolution Act; and

WHEREAS, pursuant to subdivisions (I) and (m) of Section 34177 of the Dissolution Act, the City, acting as Successor Agency to the Agency, has prepared its Recognized Obligation Payment Schedule ("ROPS") for the period covering January 1, 2015, through June 30, 2015, in the form attached to this Resolution as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to Section 34191.4 of the Health and Safety Code that with the Department of Finance's approval of the Finding of Completion, the Successor Agency has placed loan agreements between the former redevelopment agency and the City on the ROPS as an enforceable obligation pursuant to the criteria in Health and Safety Code Section 34191.4 as well as allowing the Successor Agency to utilize remaining bond proceeds for projects; and

ATTACHMENT ITEM NO. 2

WHEREAS, by this Resolution, pursuant to Section 34177(l)(2)(B) of the Dissolution Act, as amended by AB 1484, the City Council, serving as and on behalf of the Successor Agency, approves the ROPS and authorizes the transmittal of the ROPS to the Oversight Board and concurrently to the County Administrative Officer, the County Auditor-Controller, and the State Department of Finance; and

WHEREAS, pursuant to Section 34177(l)(2)(C) of the Dissolution Act, a copy of the ROPS shall be submitted to the County Auditor-Controller, the State Controller's Office, the State Department of Finance and shall be posted on the City's/Successor Agency's website promptly upon approval thereof by the Oversight Board.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY:

- 1. The above recitals are true and correct, are a substantive part of this Resolution, and are adopted as the findings of the Successor Agency.
- 2. The Successor Agency hereby approves the ROPS in the format provided by the State Department of Finance attached hereto as Exhibit A.
- 3. The City Manager or his authorized designees on behalf of the Successor Agency shall cause the ROPS to be transmitted concurrently to the Oversight Board, the County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.
- 4. The City Manager or his authorized designees on behalf of the Successor Agency shall, upon approval of the ROPS by the Oversight Board, transmit the approved ROPS to the County Auditor Controller, the State Controller's Office, and the State Department of Finance, and shall cause the approved ROPS to be posted on the City's website.
  - 5. This Resolution shall be effective immediately upon adoption.
- 6. The City Clerk, on behalf of the Successor Agency, shall certify to the adoption of this Resolution.

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

	By:		
	J	Milt Stowe, Chair	
ATTEST: John D. Lollis, Agency Secretary			
Patrice Hildreth Chief Denuty Agency Secret	arv	_	