

**AMENDED CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
JULY 15, 2014, 5:30 P.M.**

Call to Order  
Roll Call

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

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

Roll Call: Agency Members/Chairman

**ORAL COMMUNICATIONS**

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

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

- A. Closed Session Pursuant to:
- 1-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007 and 261-122-008. Agency Negotiators: John Lollis and Jenni Byers. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.
  - 2-** Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case.

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 54956.8 – Conference with Real Property Negotiators/Property: APNs 260-310-049 and 260-310-050. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Perris 40 Corporation. Under Negotiation: Terms and Price.
  - 2-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 253-192-006, 253-192-007, 253-192-008, 253-192-009 and 253-192-010. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Smith Commercial Properties, Inc. Under Negotiation: Terms and Price.
  - 3 -** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 8.20 miles/line of railroad between Strathmore, CA milepost 268.60 and Porterville, CA milepost 276.80 in Tulare County. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Union Pacific Railroad. Under Negotiation: Terms and Price

**4 -** 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.

**5-** Government Code Section 54956.95 – Liability Claim: Claimant: David Huerta. Agency claimed against: City of Porterville.

**6-** Government Code Section 54956.95 – Liability Claim: Claimant: Rosalva Ramos. Agency claimed against: City of Porterville.

**7-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cortez v. City of Porterville, United States District Court, Eastern District of California, Case No. 1:14-CV-00061-LJO-GSA.

**8-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Tillery v. City of Porterville, et al., Tulare County Superior Court Case No. 256467.

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

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

Pledge of Allegiance Led by Council Member Virginia Gurrola  
Invocation

### **AB 1234 REPORTS**

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

### **REPORTS**

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

- I. City Commission and Committee Meetings:
  - 1. Parks & Leisure Services Commission
  - 2. Library & Literacy Commission
  - 3. Arts Commission
  - 4. Youth Commission
  - 5. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
  - 1. Library Service Hours – Sundays
  - 2. Water Conservation Phase II, Water System Status

### **ORAL COMMUNICATIONS**

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

### **CONSENT CALENDAR**

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be

removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

1. **City Council Minutes of July 1, 2014**
2. **Request to Replace Police Vehicles/Authorization to Sell Surplus Police Vehicles**  
Re: Considering authorization to negotiate the purchase and outfitting of six marked police vehicles from McPeck's Dodge of Anaheim for \$295,343.04; and authorization to sell six surplus vehicles to the City of Lindsay for \$9,000.
3. **Authorization to Advertise for Bids – Island Annexation Sewer Project (Area 459A and 459C)**  
Re: Considering approval of staff's Plans and Project Manual for the project consisting of the installation of new sewer infrastructure for the area 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 the residences on each side of Belmont Street between Henderson and Mulberry Avenues.
4. **Authorization to Advertise for Bids – Landscape Maintenance, Various Landscape Maintenance Districts**  
Re: Considering authorization to advertise for bids for Landscape Maintenance District Groups #2 and #3; and approval to exercise the a 1-year renewal with Clean Cut for groups #1, #4, and #5.
5. **Award of Contract – Maintenance of the Valley Elderberry Longhorn Beetle Mitigation Site**  
Re: Considering awarding a three-year contract in the amount of \$108,425 to Sequoia Riverlands Trust for maintenance of the Valley Elderberry Longhorn Beetle Mitigation Site.
6. **Request for Engineering Services to Update the 2010 Five-Year Biosolids Management Plan**  
Re: Considering approval to obtain the services of Carollo Engineers to assist in updating the Five-Year Biosolids Plan at a cost of \$20,900.
7. **Acceptance of Project – Indiana Street Shoulder Stabilization Project (Roby Avenue to Union Avenue)**  
Re: Considering accepting project from Bush Engineering, Inc., and authorizing the filing of the Notice of Completion for the project consisting of the installation of curb and gutter, sidewalk, driveways, asphalt concrete paving, and other appurtenances along Indiana Street between Roby and Union Avenues.
8. **Revalidation of Project Acceptance – Island Annexation Sewer Project (Area 455A)**  
Re: Considering revalidating the acceptance of the Island Annexation Sewer Project (Area 455A) from Todd Companies by noting the final accounting of expenditures.
9. **Acceptance of Improvements – Summit Heritage Villas (Gary Smee – Smee Builders, Inc.)**  
Re: Considering acceptance of improvements from Gary Smee – Smee Builders, Inc. for

Summit Heritage Villas Subdivision maintenance; authorizing the filing of the Notice of Completion; and releasing the payment guarantee thirty-five days after recordation.

- 10. Authorization to Apply for Public Transportation Modernization, Improvement, and Service Enhancement Account Funding**  
Re: Considering approval of resolutions authorizing staff to apply for PTMISEA funding for Fiscal Year 2014/2015 and purchase a web-based fare and fare management system.
- 11. Authorization to Distribute a Request for Qualifications (RFQ) for Transit Website Design Services**  
Re: Considering authorization to distribute an RFQ for professional services in the fields of website design, implementation, and supported services related to replacing the existing transit website.
- 12. Authorization to “Piggy Back” on Existing Contract**  
Re: Considering authorization to purchase cold mix asphalt for the 2014/2015 FY Asphalt Overlay Program utilizing an existing contract between Tulare County and Jaxson Enterprises.
- 13. Laboratory Instrument Service Contracts**  
Re: Considering approval of one year service contracts with Thermo Electron, LLC in the amount of \$8,536, and Agilent Technologies in the amount of \$6,636 for instrument technical support at the City laboratory.
- 14. Authorization to Purchase Water Shares and/or Surface Water for Groundwater Recharge**  
Re: Considering authorizing the Public Works Director to purchase surface water for recharge in an amount not to exceed \$100,000.
- 15. Asphalt Overlay Program for 2014/2015**  
Re: Considering approval of the 2014/2015 Asphalt Overlay Program authorizing the expenditure of budgeted funds for traditional curb to curb overlay and blade patching on various street within the City.
- 16. Approval for Community Civic Event – Wal-Mart Distribution and Valley Children’s Hospital – Neon City 5K Run – September 13, 2014**  
Re: Considering approval of an event to take place on Saturday, September 13, 2014, from 7:30 p.m. to 9:00 p.m. at the Porterville Fairgrounds.
- 17. Amendment to Pay & Benefit Plan – PSSU**  
Re: Considering approval of a draft resolution amending the Employee Pay and Benefit Plan for all Porterville Safety Support Unit employees.
- 18. Review of Local Emergency Status – December 26, 2013**  
Re: Reviewing status of local emergency that was declared following a significant fire event at 14 N. Main Street on December 26, 2013.
- 19. 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**

**20. Landscape and Lighting Districts Annual Assessments**

Re: A public hearing on the proposed 2014/2015 assessments; consideration of the adoption of a resolution to continue maintenance; and confirming the Engineer's Report and Assessments.

### **SCHEDULED MATTERS**

**21. Consideration of Appointment to Fill City Council Vacancy**

Re: Considering appointment of an individual to fill the vacancy on the City Council with a term to expire in November 2016

**22. Consideration of Appointment to the Transactions and Use Tax Oversight Committee**

Re: Considering appointment of one individual to fill a vacancy with a term due to expire May 2016.

**23. Agreement with Casey Butler for Golf Management Services**

Re: Consideration of Agreement, including term, for golf management services at the Porterville Municipal Golf Course.

**24. Consideration of Establishing a Policy Regarding Dedication Plaques for City Facilities**

Re: Considering the establishment of a policy regarding dedication plaques placed on City facilities.

### **ORAL COMMUNICATIONS**

### **OTHER MATTERS**

### **CLOSED SESSION**

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

### **ADJOURNMENT** - to the meeting of August 5, 2014.

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

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

**COUNCIL AGENDA: JULY 15, 2014**

**SUBJECT:** LIBRARY SERVICE HOURS - SUNDAYS

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** On December 3, 2013, City Council approved implementation of City Library hours on Sunday for four hours of service, 1:00p.m. to 5:00p.m. Staff was asked to bring an informational report back to Council after six months to give a usage update.

The additional service hours have been embraced by library users and perhaps a few non-library users who found use of the facility as a designated warming and cooling center this year. You will find if you visit the library on this particular service day that activity is steady with use of technology, circulation of materials, tutoring and study groups. In addition, the senior citizen population who are on fixed incomes take advantage of the social and comfortable environment.

The total library visits on Sundays January 5 to June 29 was 5,005 for the 26 Sundays accounted for in this report. The Library and Literacy Commission has actively advocated to City Council the Sunday library visits through their monthly designated oral reports. The Commission remains to be in full support for continuance of Sunday hours.

Funding for the Sunday hours does exist in the current FY 2014-15 budget through Measure H and the General Fund. There continues to be an ample amount of full and part-time staff willing to work on Sundays.

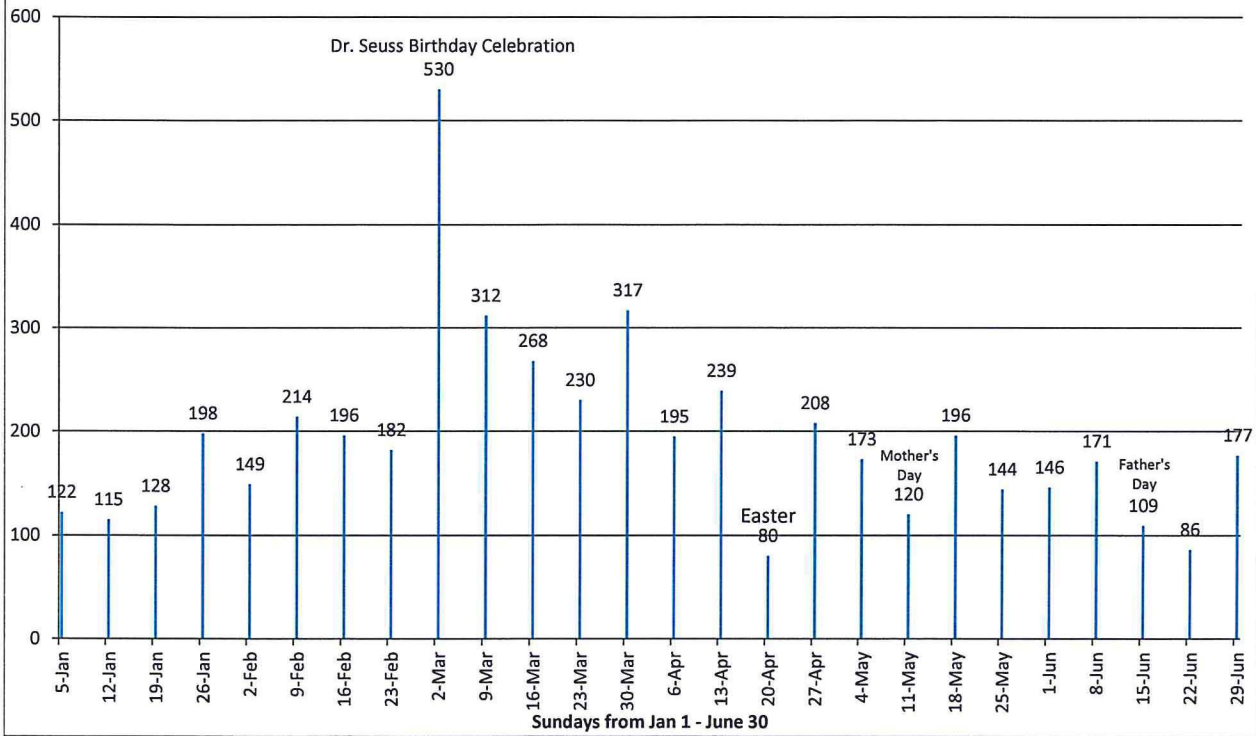
**RECOMMENDATION:** Informational report only

**ATTACHMENT:** Graph

 Director  Appropriated/Funded

 City Manager **REPORT NO.:** II

## Attendance



### Monthly Totals and Averages per Sunday

|          |       |   |                             |
|----------|-------|---|-----------------------------|
| January  | 563   | - | 140.75                      |
| February | 741   | - | 185.25                      |
| March    | 1,657 | - | 331.4 (Incl. Dr. Seuss)     |
| April    | 722   | - | 180.5 (Incl. Easter)        |
| May      | 633   | - | 158.25 (Incl. Mother's Day) |
| June     | 689   | - | 137.8 (Incl. Father's Day)  |

COUNCIL AGENDA: JULY 15, 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<sup>th</sup>, proclaiming a State of Emergency 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.

The City promoted May as water awareness month and provided water conservation information and water saving ideas to the public during the Porterville Fair along with billing inserts heightening the public's awareness. Staff also directly notifies any customer observed over using water by serving them with a door hanger advising them of our voluntary watering schedule and the impact each and every user has on our system.

The water system has been impacted from the lack of rain the last three (3) years. Well yields have shown reductions in gallons per minute of about 16% compared to the 5 year average, due to deeper pumping levels. Some wells have experienced air problems with deeper pumping levels and have had production throttled back to correct the situation.

The production for the month of June 2014 is a 3% increase on the five year average and a 4% increase from 2013. However, the system production for June is 9% below June 2007, which was the highest June production in the last 7 years. Staff anticipates high temperatures and demand throughout July and August and will be continuing public outreach measures on water conservation. Staff will continue to monitor ground water levels and production and will inform Council if conditions change requiring Council action, which may include mandatory measures.

RECOMMENDATION: Informational Item.

ATTACHMENT: Production Graph

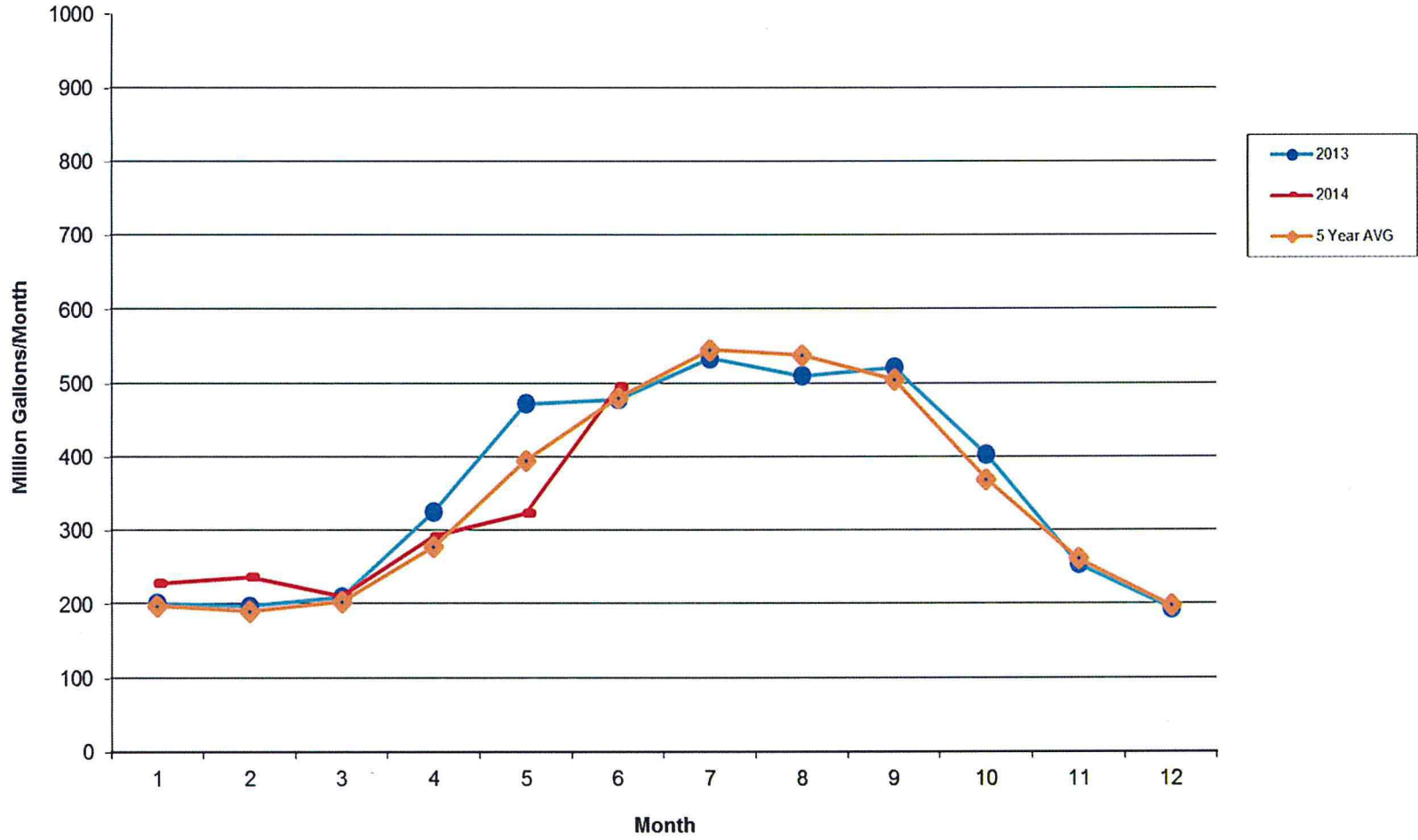
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Dir BSI Appropriated/Funded N/A CM J

Report No. II.2.



**Monthly Production Status  
2014 Comparison to 2013 & 5 Year Average**



Report No.

CM

Appropriated/Funded

Dir

**CITY COUNCIL MINUTES  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
JULY 1, 2014, 5:30 P.M.**

Called to Order at 5:30 p.m.

Roll Call: Council Member Shelton (arrived during Closed Session), Council Member Gurrola,  
Vice Mayor Ward, Mayor Hamilton

**ORAL COMMUNICATIONS**

None

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

**1-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 253-192-006, 253-192-007, 253-192-008, 253-192-009 and 253-192-010. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Smith Commercial Properties, Inc. Under Negotiation: Terms and Price.

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

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

City Attorney Lew reported that there was no reportable action.

Pledge of Allegiance Led by Mayor Cameron J. Hamilton

Invocation – moment of silence.

**PRESENTATIONS**

Employee of the Month – Luisa Zavala

Badge Pinning Ceremony – Francisco Garcia

**PROCLAMATIONS**

National Parks & Recreation Month – July 2014

**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) – June 30, 2014 – Council Member Gurrola reported on action regarding the 2014 Regional Transportation Plan, Sustainable Communities Strategy Environmental Impact Report, Federal Transportation Improvement Program, and Regional Housing Needs Allocation.
2. Tulare County Economic Development Corporation (TCEDC) – June 25, 2014 – Mayor Hamilton reported on the introduction of a new software program for implementation, which would allow access to information regarding available sites.

## **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 (Summer Hiatus) – no report.
  2. Library & Literacy Commission (Summer Hiatus) – Commissioner LaVonne extended an invitation to the Chamber mixer on July 24<sup>th</sup> at the City Library.
  3. Arts Commission – June 25, 2014 – Commissioner Reyes stated that the commission was awaiting the appointment of a new youth representative and would return in August for a report.
  4. Youth Commission (Summer Hiatus) – no report.
  5. Transactions and Use Tax Oversight Committee (TUTOC) – no report.

## **ORAL COMMUNICATIONS**

- Donnette Silva Carter, Porterville Chamber of Commerce, spoke of a Music on Main event in celebration of Day of the Cowboy; announced that Kevin Elliott had been appointed new Chamber Board Chair; and recognized family in attendance.
- John Duran, spoke regarding Item Nos. 11 and 12; spoke in support of appointing Matt Green who received the third most amount of votes in the recent election, and of the appointment of Vice Mayor Ward as Mayor.
- Jessica Mahoney, spoke in opposition of fracking and drilling in Deer Creek; and requested that any communications of interest received by the Council for appointment to the vacant seat be read into the record.
- Barry Caplan, spoke of the late Council Member Pete McCracken's dedication and of his encouraging individuals to become civic minded; spoke in favor of appointing Monte Reyes to the City Council; and requested that the Council not rule out a new Council Member for appointment as mayor.

## **CONSENT CALENDAR**

1. CONSIDERATION OF REQUEST FOR PROCLAMATION – 75<sup>TH</sup> ANNIVERSARY OF FIRST SOUTHERN BAPTIST CHURCH OF PORTERVILLE

Recommendation: That the City Council consider approval of the proclamation to acknowledge the 75<sup>th</sup> Anniversary of the First Baptist Church of Porterville.

Documentation: M.O. 01-070114  
Disposition: Approved.

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

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

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

Documentation: M.O. 02-070114  
Disposition: Approved.

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

Recommendation: That the Council:

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

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

Documentation: M.O. 03-070114  
Disposition: Approved.

4. COUNCIL MEMBER REQUESTED AGENDA ITEM – CONSIDERATION OF PLAQUE POLICY

Recommendation: Council Member Shelton makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider establishing a policy regarding dedication plaques for City facilities.

Documentation: M.O. 04-070114  
Disposition: Approved.



## **SECOND READINGS**

5. ORDINANCE 1815, REPEALING PORTERVILLE MUNICIPAL CODE CHAPTER 18, ARTICLE V RELATING TO REGISTERED SEX OFFENDER RESTRICTIONS

Recommendation: That the Council give Second Reading to Ordinance No. 1815, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item, and City Attorney Lew spoke briefly regarding the reason for the ordinance.

**COUNCIL ACTION:** MOVED by Council Member Gurrola, SECONDED by Council Member Shelton that the City Council give Second Reading to Ordinance No. 1815, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING CHAPTER 18, ARTICLE V OF THE PORTERVILLE MUNICIPAL CODE RELATING TO REGISTERED SEX OFFENDER RESTRICTIONS, waive further reading, and adopt said Ordinance.

The ordinance was read by title only.

Documentation: Ordinance No. 1815

Disposition: Approved.

## **SCHEDULED MATTERS**

6. ACCEPTANCE OF OFFICIAL CANVASS OF VOTES – ELECTION OF JUNE 3, 2014

Recommendation: That the City Council approve the draft resolution accepting the official canvass of the Municipal Election of June 3, 2014.

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

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Mayor Hamilton that the City Council approve the draft resolution accepting the official canvass of the Municipal Election of June 3, 2014. The motion carried unanimously.

Documentation: Resolution No. 44-2014

Disposition: Approved.

6. PRESENTATION OF SERVICE AWARD TO DEPARTING COUNCIL MEMBER GREG SHELTON

Council Member Shelton was presented with a shadow box in recognition of his service on the Council, and Mr. Shelton commented on his time as a council member and advised the new Council before leaving the dais.

Disposition: No action required.

Council Member Elect Milt Stowe requested that the administration of his oath be postponed momentarily while his family was located.

## 9. RECOGNITION OF PETE V. MCCrackEN

In recognition of Pete V. McCracken's honorable service to the city of Porterville, Mayor Hamilton, Vice Mayor Ward and Council Member Gurrola presented a frame displaying the City flag, the late Council Member's photo, Council badges and a plaque depicting his years of service to his wife Wanda and son Matt.

Mayor Hamilton, Vice Mayor Ward and Council Member Gurrola each made comments about Mr. McCracken's dedication, knowledge and decorum. Mayor Hamilton then invited comments from the audience.

- Donnette Silva-Carter, Chamber of Commerce, spoke of Pete McCracken's support of the Chamber and the business community.
- Edith LaVonne, Porterville, spoke of her participation in Leadership Porterville with Mr. McCracken, his knowledge and dedication to the community.
- Teri Irish, Porterville, stated that Pete McCracken was a great man who would be missed on the Council, and encouraged attendance at his memorial to be held at the Veteran's Memorial Building the following day.
- Ron Irish, Porterville, suggested that the conference rooms in City Hall be named in honor of the three Council Members lost while in office.
- Jim Nanamura, Porterville, spoke of Council Member McCracken's love of dance and the Crack of Dawn Dancers honoring his memory with a special performance.

Disposition: No action required.

The Council took a ten minute recess at 7:21 p.m.

## 7. ADMINISTRATION OF OATH AND PRESENTATION OF CERTIFICATES OF ELECTION TO NEW COUNCIL MEMBER; AND SEATING OF NEW CITY COUNCIL

Retired Tulare County Superior Court Judge Glade Roper spoke briefly about both Council Member McCracken and Milt Stowe, then administered the Oath of Office to Council Member-Elect Stowe. The newly sworn-in Council Member then took his seat on the dais.

Disposition: None.

## 10. REORGANIZATION OF THE CITY COUNCIL

Council Member Hamilton stepped down as Mayor, and City Manager Lollis introduced the item. Council Member Hamilton then nominated Council Member Stowe for Mayor. There were no additional nominations.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Gurrola that Council Member Milt Stowe be appointed Mayor. The motion carried unanimously.

Mayor Stowe expressed thanks to the Council and his wife for their support; and spoke of his love for the community of Porterville.

Mayor Stowe then requested nominations for the appointment of Vice Mayor. Council Member Ward nominated Council Member Hamilton and Mayor Stowe nomination Council Member Gurrola. There were no additional nominations received.

Council Member Hamilton requested that the Council utilize the McCracken voting method, and the Council concurred. Utilizing a written ballot, the Council Members cast their votes for Vice Mayor which were tallied and read by Deputy City Clerk Luisa Zavala as follows:

|                          |          |
|--------------------------|----------|
| Council Member Ward:     | Hamilton |
| Council Member Hamilton: | Hamilton |
| Council Member Gurrola:  | Gurrola  |
| Mayor Stowe:             | Gurrola  |

With no Council Member receiving the required three affirmative votes to become Vice Mayor, the Council Members proceeded to cast their votes again for Vice Mayor. Said votes were tallied and read as follows:

|                          |          |
|--------------------------|----------|
| Council Member Ward:     | Hamilton |
| Council Member Hamilton: | Hamilton |
| Council Member Gurrola:  | Hamilton |
| Mayor Stowe:             | Gurrola  |

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Ward that the Council appoint Council Member Cameron Hamilton to serve as Vice Mayor. The motion carried unanimously.

Documentation: M.O. 05-070114; and M.O. 06-070114

Disposition: Mayor Stowe and Vice Mayor Hamilton appointed.

## 11. COUNCIL MEMBER APPOINTMENTS ON BOARDS AND COMMITTEES

City Manager Lollis introduced the item. Vice Mayor Hamilton then requested that the Council postpone appointment until the vacancy was filled. Council Member Ward then followed with a request to have Mayor Stowe temporarily serve on those committees left by Mr. McCracken and Mr. Shelton until the new Council Member was seated.

**COUNCIL ACTION:** MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council appoint Mayor Stowe to serve on committees vacated by Mr. Shelton and Mr. McCracken. The motion carried unanimously.

Documentation: M.O. 07-070114

Disposition: Mayor Stowe appointed temporarily.

## 12. CONSIDERATION OF OPTIONS TO FILL CITY COUNCIL VACANCY

Recommendation: That the City Council take action to fill the City Council vacancy, or provide further direction to staff.

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

The Council discussed previous methods for appointment to the Council, and voiced opposition to use of an ad hoc committee.

**COUNCIL ACTION:** MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton that the City Council solicit Requests for Appointment until Wednesday, July 9, 2014, at 5:30 p.m., and consider appointment at the meeting on July 15, 2014. The motion carried unanimously.

Documentation: M.O. 08-070114

Disposition: Approved.

## **ORAL COMMUNICATIONS**

- Ron Irish, Porterville, commended the new Council for their decorum during reorganization and congratulated Mayor Stowe on his appointment.
- Barry Caplan, congratulated Mayor Stowe, and expressed his appreciation for service of Vice Mayor Hamilton and former Council Member Shelton.
- Teri Irish, Porterville, congratulated newly appointed Mayor and Vice Mayor; expressed sadness to see empty seat on the dais; and an extended an invitation to Pete McCracken's Memorial Service on Wednesday, July 2<sup>nd</sup>, 10:00 a.m. at the Veteran's Memorial Building.
- Donnette Silva Carter, congratulated newly appointed Mayor Stowe and thanked him for his service to the Chamber.
- Lorry Stowe, congratulated Mayor Stowe and indicated that he had her full support while serving on the Council.
- Caden, congratulated his grandpa on being appointed Mayor.

- Mike Ennis, Tulare County Supervisor, congratulated Mayor Stowe.
- Greg Shelton, requested that Mayor Stowe dress down; extended his congratulations; and wished him the best of luck.
- Dan Figueroa, congratulated Mayor Stowe and the newly seated Council.

#### **OTHER MATTERS**

- Mayor Stowe, recognized County District Attorney Tim Ward, Assistant DA Rick Tripp, and 5<sup>th</sup> District Supervisor Ennis.
- Vice Mayor Hamilton, recognized City Council candidates Schwartzenberger, Green, and Harper in attendance.
- Council Member Gurrola, thanked Greg Shelton for his service; expressed gratitude to Pete McCracken for his dedicated service and love of the community.
- Vice Mayor Hamilton, concurred with Council Member Gurrola's with regard to McCracken; and announced the birth of his grandson.
- Council Member Ward, thanked Greg Shelton for his "behind the scenes" work and knowledge while serving on the Council; stated that Pete McCracken was present in spirit; welcomed Mayor Stowe; wished everyone a safe and happy 4<sup>th</sup> of July; and thanked Police and Fire staff for their work over the holiday weekend.
- Mayor Stowe, indicated that he had looked forward to serving with Pete McCracken; and thanked Council and Greg Shelton.
- City Manager Lollis, commended Parks and Leisure Services, Fire and Police Department staff for their work at the Freedom Fest event on June 28<sup>th</sup>.

#### **ADJOURNMENT**

The Council adjourned at 8:08 p.m. to the meeting of July 15, 2014.

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Luisa M. Zavala, Deputy City Clerk

SEAL

---

Milt Stowe, Mayor

SUBJECT: REQUEST TO REPLACE POLICE VEHICLES/AUTHORIZATION TO SELL SURPLUS POLICE VEHICLES

SOURCE: Police Department


COMMENT In the FY 2014/2015 budget cycle, the Police Department has 12 vehicles scheduled for replacement. Two additional vehicles were scheduled for replacement during previous budget cycles, but were utilized beyond their expected lifespan.

Due to strong fiscal management and adherence to our vehicle depreciation plan, the monies for these vehicle replacements have been accumulated in a vehicle depreciation account. As in past years, a careful evaluation was made on each particular vehicle to determine actual need for replacement and to ensure that a vehicle is not replaced only because it was scheduled to be replaced. In light of budget uncertainties, this part of the vehicle replacement process is even more critical and has recently been completed.

It has been determined that of the 14 vehicles scheduled for replacement, only 6 of them are in extreme need of replacement. Although there may be increased maintenance costs with the remaining vehicles, the Department believes the replacement of the vehicles can be deferred to a later budget cycle.

During the previous year, Department personnel conducted research with regard to the purchase of a suitable replacement for the discontinued Ford Crown Victoria sedan. The Dodge Charger was identified as the most suitable replacement and three Chargers were purchased. Since their purchase, the Chargers have proven to be practical and dependable police vehicles.

For FY 14/15, the City of Los Angeles contract for the purchase of 2014 Dodge Chargers has been identified as the best available price in the state and is the standard by which most agencies are purchasing Chargers for their fleets. The contract price is available to the City of Porterville as well. The City of Los Angeles contract is administered through McPeck's Dodge of Anaheim, which provided us with a quote of \$49,223.84 per vehicle, or a total price of \$295,343.04 for all six vehicles. The price quoted includes outfitting with all required safety equipment, radios, mobile data terminals and V-8 gasoline engines. However, in an effort to use local businesses whenever possible, the quote and specifications from McPeck's Dodge have been provided to Sidley's Porterville Chrysler Jeep Dodge to ascertain if they are able to provide competitive pricing. At the time of writing this report, staff has not received that information. However, staff expects to have the information available by the Council meeting on July 15<sup>th</sup>.

D.D. 

Appropriated/Funded MB

C.M. 

Item No. 2

Based on the above information, Department staff believes it would be prudent to take advantage of the opportunity to purchase these vehicles immediately, before the stock of available 2014 models are depleted. If we do not act promptly, there is a substantial risk of both extremely extended delivery dates and substantial cost increases for the 2015 models, which have modified body styles and higher sticker prices. The Department requests permission to start the vehicle purchase process as soon as possible.

Subsequent to the purchase of the six aforementioned replacement vehicles, the City of Lindsay has agreed to purchase the six vehicles we have slated for retirement. The negotiated price is \$1,500 for each vehicle, which is the estimated value of each vehicle in "as is" condition if sold to a law enforcement agency. It is also the same negotiated price the City of Lindsay paid the City of Porterville for like vehicles during the previous fiscal year. Furthermore, each of the vehicles has \$1,500 or more in maintenance and/or repair costs that have been deferred in anticipation of their retirement. The following is a list of the surplus vehicles proposed to be purchased by the City of Lindsay:

- 1) #3254    2006 Ford Crown Victoria    CA# 1157715  
VIN# 2FAFP71W06X152524
- 2) #3257    2006 Ford Crown Victoria    CA# 1157718  
VIN# 2FAFP71W66X152527
- 3) #3259    2007 Ford Crown Victoria    CA# 1215863  
VIN# 2FAFP71W77X129341
- 4) #3260    2007 Ford Crown Victoria    CA# 1215861  
VIN# 2FAFP71W07X129343
- 5) #3162    2007 Ford Crown Victoria    CA# 1215862  
VIN# 2FAFP71W67X129346
- 6) #3263    2007 Ford Crown Victoria    CA# 1215879  
VIN# 2FAFP71W68X129705

The total cost for the six surplus vehicles to be purchased by the City of Lindsay is \$9,000.

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

RECOMMENDATION: That the City Council:

- 1) Authorize the City's Purchasing Agent to negotiate the purchase and outfitting of six marked police vehicles from McPeek's Dodge at contract price;
- 2) Authorize payment to McPeek's Dodge when purchase process is completed; and
- 3) Authorize the sale of the six aforementioned surplus vehicles to the City of Lindsay for the sum of \$1,500 each.

Attachment: Quote from McPeek's Dodge





## *McPeck's Dodge of Anaheim*

|                           |                  |
|---------------------------|------------------|
| SUB TOTAL                 | 45,359.53        |
| SALES TAX 8.5%            | 3,855.56         |
| CA TIRE TAX               | 8.75             |
| <b>TOTAL FOR EACH CAR</b> | <b>49,223.84</b> |

### **NOTES;**

- 1 NEW WARRANTY FOR THE 2014 MODELS ARE  
3YR/36,000 ON THE CAR  
5YR/100,000 ON THE POWER TRAIN**
- 2 DELIVERY TIME IS 60-120 DAYS ARO**
- 3 MOTOROLA RADIOS ARE INCLUDED**

McPeck's Dodge of Anaheim  
1221 AUTO CENTER DR  
ANAHEIM, CA 9280  
714-254-2613 OFC  
714-254-2614 FAX  
714-264-1867 CELL  
[KEVINB@MCPEEKDODGE.COM](mailto:KEVINB@MCPEEKDODGE.COM)



# *McPeck's Dodge of Anaheim*

## QUOTE

CITY OF PORTERVILLE  
2014 DODGE CHARGER POLICE CAR  
BLACK / WHITE PATROL  
BASED OFF CITY OF LOS ANGELES CONTRACT  
EV 3528 / LINE 5  
6-19-2014

### INCLUDES OPTIONS

27A DODGE CHARGER POLICE PKG

3.6 LITER V-6

3.07 AXLE

HD CLOTH BUCKET SEATS W/CLOTH REAR

FULL SIZE SPAIR

8 KEYS / REMOTES

BLACK LEFT SPOT LIGHT

MATCHING RIGHT SPOT LIGHT

BLACK VINYL FLOOR COVERING

DEACTIVATE REAR DOORS/WINDOWS (CW6)

KEY ALIKE (FREQ 1)

POWER SEAT

POWER HEATED MIRRORS FOLD AWAY

SELLING PRICE

26,106.78

OPTIONS NEEDED AND NOT NEEDED

**ADD 5.7 LITER V-8**

**1,285.00**

**ADD BLACK AND WHITE PAINT**

**800.00**

DELETE BALLISTIC DOORS

-2,215.00

EJ WARD FUEL CANCEIVER

-482.25

COMPLETE UPFIT PER CITY SPECS

19,865.91

INCLUDES BUILD AND COMPUTER SYSTEM

& COMPUTER UPGRADE, WITH MOTOROLA RADIO PER  
CITY SPECS

SEE PAGE 2

COUNCIL AGENDA: JULY 15, 2014

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – ISLAND ANNEXATION SEWER PROJECT (AREA 459A & 459C)

SOURCE: Public Works Department - Engineering Division

COMMENT: The City's consultant, James Winton and Associates, has completed the preparation of construction plans and specifications (i.e. Project Manual) for the Island Annexation Sewer Project - Area 459A and Area 459C. The proposed project will be the third 2006 island annexation area to receive new sewer infrastructure. Area 459A is 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 are the residences on each side of Belmont Street between Henderson Avenue and Mulberry Avenue. In total there are five (5) areas slated for new sewer infrastructure with the first, Area 458A & 458B and second Area 455 being complete. For the benefit and convenience of the public, each area will be constructed sequentially.

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.

On February 20, 2014, staff conducted a "community information meeting" with the residents of Area 459A and 459C. Staff discussed the possibility of forming a sewer utility district and various sewer connection options as completed for the prior two project areas.

The Plans and Project Manual are available in the La Barca Conference Room for Council's review. The Engineer's estimate of probable cost for construction is \$1,716,948.00. An additional \$171,694.80 is necessary for construction contingency (10%). It is anticipated that an additional \$85,847.40 is required for construction management, quality control and inspection services (5%) for a total estimated project cost of \$1,974,490.20.

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.

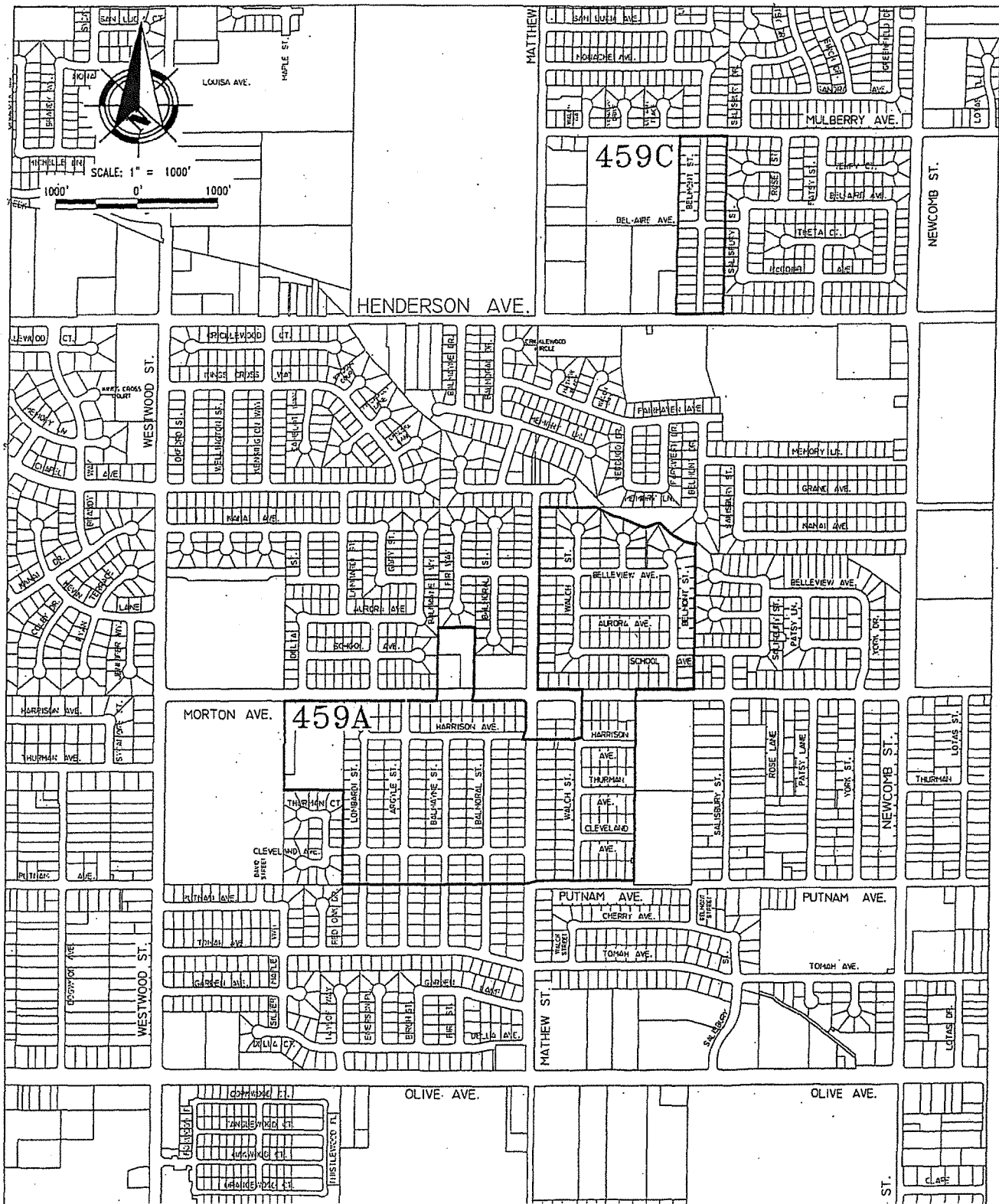
Dir BSA Appropriated/Funded MB CM 1

Item No. 3

RECOMMENDATION: That City Council:

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

ATTACHMENTS: Locator Map  
Engineer's Estimate



PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C

**ENGINEER'S ESTIMATE - OPINION OF PROBABLE CONSTRUCTION COSTS  
ISLAND ANNEXATION 459A & 459C SEWER PROJECT**

Proj. Number: 89-9613-88

Date: January 16, 2013

**BASE BID**

| ITEM   | DESCRIPTION                            | QTY.      | UNIT | UNIT PRICE     | AMOUNT       |
|--|--|-----------|------|----------------|--------------|
| 1  | Mobilization and Demobilization        | 1         | L.S. | \$40,000.00    | \$40,000.00  |
| 2  | Traffic Control                        | 1         | L.S. | \$45,000.00    | \$45,000.00  |
| 3  | Furnish Utility Locating               | 1         | L.S. | \$40,000.00    | \$40,000.00  |
| 4  | Prepare/Implement SWPPP                | 1         | L.S. | \$10,000.00    | \$10,000.00  |
| 5  | Saw Cut & Remove Pav't @ Trench        | 13,476    | L.F. | \$3.00         | \$40,428.00  |
| 6  | 8" Pipe, PVC                           | 40        | L.F. | \$50.00        | \$2,000.00   |
| 7  | 6" Pipe, PVC                           | 13,250    | L.F. | \$40.00        | \$530,000.00 |
| 8  | 6" Pipe, PVC C900                      | 40        | L.F. | \$45.00        | \$1,800.00   |
| 9  | Standard Manhole                       | 29        | EA.  | \$3,500.00     | \$101,500.00 |
| 10   | Interior Drop Manhole Piping           | 1         | EA.  | \$3,800.00     | \$3,800.00   |
| 11   | Join at Existing Manhole               | 4         | EA.  | \$1,700.00     | \$6,800.00   |
| 12   | Join at Existing Cleanout/Stub         | 2         | EA.  | \$1,100.00     | \$2,200.00   |
| 13   | Wyes & 4" Sewer Laterals New Pipe      | 310       | EA.  | \$1,100.00     | \$341,000.00 |
| 14   | Wyes & 4" Sewer Laterals Existing Pipe | 59        | EA.  | \$1,300.00     | \$76,700.00  |
| 15   | Cleanouts                              | 18        | EA.  | \$1,000.00     | \$18,000.00  |
| 16   | Trench Patch 5"AC/6"AB                 | 13,476    | L.F. | \$30.00        | \$404,280.00 |
| 17   | Water Main Deflection Assembly         | 3         | EA.  | \$5,000.00     | \$15,000.00  |
| 18   | Remove & Replace Water Services        | 15        | EA.  | \$1,500.00     | \$22,500.00  |
| 19   | 12" Storm Drain                        | 146       | L.F. | \$50.00        | \$7,300.00   |
| 20   | Remove & Replace PCC Cross Gutter      | 432       | S.F. | \$20.00        | \$8,640.00   |
| TOTAL BASE BID                               |  | (FIGURES) |      | \$1,716,948.00 |              |
| 10% Construction Contingency                 |  |           |      | \$             | 171,694.80   |
| 5% Construction Management & Quality Control |  |           |      | \$             | 85,847.40    |
| Total Estimated Project Cost:                |  |           |      | \$1,974,490.20 |              |

*James S. Winton* 1-18-13  
Project Engineer Date

*Michael K. Reed* 7/2/14  
Project Manager Date

*Michael K. Reed* 7/2/14  
City Engineer Date

*B. Rodriguez* 7/7/14  
Public Works Director Date

*J. P. Li* 02/09/14  
City Manager Date



**COUNCIL AGENDA: JULY 15, 2014**

**SUBJECT:** AUTHORIZATION TO ADVERTISE FOR BIDS – LANDSCAPE MAINTENANCE, VARIOUS LANDSCAPE MAINTENANCE DISTRICTS

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** Staff solicited bids in July 2011 for providing landscape maintenance for various landscape maintenance districts (LMD's) located throughout City boundaries. The districts are grouped into five LMD groupings based on location and square footage. On August 16, 2011, Council awarded the contracts for five LMD groupings.

The terms of the current LMD contracts are for three years with optional one-year renewals, subject to mutually agreeable negotiations. The current LMD contracts are set to expire August 31, 2014.

Given standards of care, staff is seeking authorization from Council to advertise for bids for LMD groups #2 & #3 which currently are maintained by the Porterville Sheltered Workshop, and to exercise the 1-year renewal with Clean Cut for groups #1, #4 and #5.

**RECOMMENDATION:** That the City Council:

1. Authorize staff to advertise for bids for Landscape Maintenance Districts Groups #2 & #3;  
and
2. Authorize staff to exercise the 1-year renewal with Clean Cut for groups #1, #4 and #5.

**ATTACHMENT:** Landscape Maintenance Districts Groupings

sc Director MP Appropriated/Funded

[Signature] City Manager

ITEM NO.: 4



## Landscape Maintenance Districts Groupings

### Square Footage as of January 2011

[illegible]

## EXHIBIT "A"



CITY COUNCIL AGENDA: JULY 15, 2014

SUBJECT: AWARD OF CONTRACT - MAINTENANCE OF THE VALLEY ELDERBERRY LONGHORN BEETLE MITIGATION SITE

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On May 20, 2014, the City Council authorized staff to distribute a Request for Proposals (RFP) for the maintenance of the Valley Elderberry Longhorn Beetle (VELB) mitigation site. The services to be rendered under this contract would include, but not be limited to, project coordination, irrigation system maintenance, control of competing vegetation, monitor condition and survival of plantings, and if needed, install replacement plantings as needed in compliance with the United States Department of Fish and Wildlife Service's (FWS) Habitat Management Plan (HMP). The entire VELB mitigation site includes the 7.3± acres identified in the HMP and an additional .4± acres currently being reviewed by the FWS.


The RFP was sent to five firms that specialize in this field of work and have offices within the Central Valley. The City received only one response from Sequoia Riverlands Trust who is the current provider. Although only one firm responded, the Statement of Qualifications provided confirms Sequoia Riverlands Trust's eligibility, and staff requests that they be awarded the contract. The term of the agreement would be three years, beginning July 16, 2014. The City would establish a three-year contract, with an option to renew on a year-to-year basis for up to two additional years upon agreement of both parties. The proposal amount for the three-year contract is \$108,425.

Local Transportation Funds is the funding source for this annual maintenance effort, which primarily mitigates road improvement projects. The funding for the first year of this contract has been allocated in the 2014/2015 Annual Budget; the second and third year amounts would be allocated for those budget cycles assuming the Council authorizes the contract.

RECOMMENDATION: That City Council:

1. Award the contract for maintenance of the Valley Elderberry Longhorn Beetle Mitigation Site with Sequoia Riverlands Trust; and
2. Authorize the Mayor to sign contract documents.

ATTACHMENT: Sequoia Riverlands Trust Proposal

DD  Appropriated/Funded MB CM J

Item No. 5



RESPONSE TO REQUEST FOR PROPOSALS FOR  
MITIGATION SITE MAINTENANCE

TO: City of Porterville

FROM: Hilary Dustin / Sequoia Riverlands Trust  
Name/Company

427 S. Garden St.  
Address

Visalia, CA 93277  
City, State, Zip Code

(559) 738-0211 ext 102  
Telephone No. Fax No.

Proposal Amount: \$ 108,425

(Summary of qualifications, references and relevant experience must be attached.)

Hilary Dustin 6/12/14  
Signature Date

Hilary Dustin, Conservation Director  
Name and Title (Printed)

RECEIVED

JUN 13 2014

Community Development  
Department

Sequoia Riverlands Trust Proposal  
City of Porterville Valley Elderberry Longhorn Beetle Mitigation Site Maintenance Contract  
June 13, 2014

**1) Description, including background, size and orientation of Sequoia Riverlands Trust**

Sequoia Riverlands Trust (SRT) is a regional land trust serving the southern Sierra Nevada and San Joaquin Valley. Our mission is to protect working landscapes, wildlife habitat, and scenic open space while ensuring community and economic vitality. We fulfill our mission through land and easement acquisition, land stewardship (including restoration, grazing management and a native plant nursery operation), mitigation services, environmental education, community outreach, and diverse partnerships with land managers, businesses, educators, and community organizations.

SRT owns and actively manages six nature preserves in Tulare County representing a variety of Valley and foothill habitats. We also hold 25 perpetual conservation easements in five counties, as well as deed restrictions on more than 50 properties within the Carrizo Plain National Monument.

Sequoia Riverlands Trust achieved Land Trust Alliance accreditation in 2014, and is approved by the California Department of Fish & Wildlife to hold mitigation lands under Government Code Section 65965-65968 as amended. SRT employs 11 full-time and 5 part-time staff, and supplements this capacity through consultants and contractors on an as-needed basis. SRT has direct access to locally adapted native plant stock growing on SRT preserves, and propagated through its native plant nursery operation.

**2) Summary of SRT's qualifications to perform the services described in the City of Porterville's 2014 RFP for Mitigation Site Maintenance including, but not necessarily limited to:**

**a. Previous experience in managing mitigation sites**

SRT has maintained the City of Porterville's VELB mitigation site since July 2008. During that tenure we have collaborated with City staff and consultants to address a variety of site-specific challenges, and have continually adjusted site maintenance practices based on lessons learned.

SRT has also done extensive habitat restoration work and follow-up maintenance at the Dry Creek Preserve (reclamation of 152-acre alluvial and hard-rock gravel mine; first state-certified reclamation in Tulare County), James K. Herbert Preserve (vernal pool/valley grassland and seasonal wetland habitats), Blue Oak Ranch Preserve (riparian habitat) and Kaweah Oaks Preserve (riparian woodlands and alkali meadows).

**b. Previous experience in performing similar services for other agencies**

SRT successfully established a Valley elderberry longhorn beetle mitigation site at its Kaweah Oaks Preserve (for a Cal Trans project), and is in the process of establishing riparian mitigation plantings at the Dry Creek Preserve for the Kaweah Delta Water Conservation District. SRT recently took title to a conservation easement on a burrowing owl mitigation site, and is in negotiations with local governments and renewable energy providers on a number of other habitat mitigation projects.

**c. Previous experience with the City of Porterville and familiarity with the community**

SRT's primary association with the City of Porterville has been through our involvement with the City's VELB mitigation site. SRT has held the conservation easement on the property since 2004, and began providing site maintenance services in 2008, shortly after the plantings and infrastructure were installed. We interact regularly with City of Porterville staff to coordinate site maintenance activities and adapt practices to fulfill the requirements of the site management plan.

**d. Ability to perform the required effort in a timely fashion, within budget**

SRT has a six-year track record of maintaining this challenging site. There have been ups and downs, but we have demonstrated a strong commitment to solution seeking, and have consistently stayed within budget.

**3) Description of all professional personnel to be assigned to this project, including a summary of similar work or studies each member has performed and resumes.**

Hilary Dustin, Conservation Director for SRT, will be the supervising officer to this project. She has served in this capacity for this project since 2008. She also provided oversight for implementation of the Cal Trans and Kaweah Delta Water Conservation District (KDWCD) mitigation sites described above.

Ann Huber, Director of Stewardship, will be the project manager to this project. Ms. Huber is currently managing this project for SRT through direct and frequent communication with Art Spangler (field technician); regular reporting and communication with the City of Porterville (primarily with Fernando Rios); monthly site visits; and oversight of SRT's periodic plant counts to determine percent survivorship and planting needs. She has also provided technical support for KDWCD mitigation site maintenance. Ms. Huber has expertise related to soil moisture measurement and monitoring related to plant survival from her graduate work at Cal Poly State University.

Andrew Glazier, Nursery Manager, will grow and provide native plants for this project. Mr. Glazier has demonstrated skill, knowledge, and ability to propagate and plant elderberry and associated species required for VELB habitat mitigation for this site since 2011. In the last four years, Mr. Glazier has learned from direct experience at the City of Porterville's VELB Mitigation Site which species are most likely to succeed under local conditions, and has refined establishment methods to improve survival rates.

Art Spangler will continue to serve as field technician at the site. He has gained substantial knowledge and skills as a member of SRT's site maintenance team over the last several years. Mr. Spangler's regular maintenance duties will include: check and maintain the drip line irrigation system via adjustments and repairs; monitor and record the status of the batteries; wash the solar panels; monitor the status of the elderberry and associates; conduct weed control; record water meter readings; and direct and frequent communication with the project manager, Ann Huber.

Alvin Smith Disking will continue to provide his contracting services for weed abatement and fire hazard reduction. Mr. Smith has demonstrated expertise and experience with fire-safe practices of disking and mowing as a contractor for weed abatement for the City of Porterville for 8 years and for the County of Tulare for 22 years. Mr. Smith does not have a resume, therefore it is not attached to this proposal.

**4) Project Manager to be employed in this effort:**

Ann M. Huber, MS  
Director of Stewardship, Sequoia Riverlands Trust  
(559) 738-0211 ext. 109

**Budget for July 2014 – June 2017 Maintenance Proposal  
Porterville VELB Mitigation Site**

Budget allocated approximately as follows:

| DESCRIPTION OF EXPENSES   | 1   |         |         | PROJECT ELEMENT  |          |          |  |         |         | Year 1 Subtotal | Year 2 Subtotal | Year 3 Subtotal | TOTAL        |
|---|---|---------|---------|--|----------|----------|--|---------|---------|-----------------|-----------------|-----------------|--------------|
|   |   |         |         | 2  |          |          | 3  |         |         |                 |                 |                 |              |
|   | Coordinate Site Maintenance & Other Admin |         |         | Operate / Maintain Irrigation System, Manage Weeds and Pests, and Reduce Fire Hazard |          |          | Monitor Survival / Install Replacement Plantings |         |         |                 |                 |                 |              |
|   | Year 1                                    | Year 2  | Year 3  | Year 1   | Year 2   | Year 3   | Year 1   | Year 2  | Year 3  |                 |                 |                 |              |
| Personnel:<br>Land Specialists  | 5896                                      | 5896    | 5896    | 17035  | 17035    | 17035    | 4463   | 4463    | 4463    | \$27,394        | \$27,394        | \$27,394        | \$82,182     |
| Financial (working directly on project)   | 1376                                      | 1376    | 1376    | 0  | 0        | 0        | 0  | 0       | 0       | \$1,376         | \$1,376         | \$1,376         | \$4,128      |
| Contract Services (disk perimeter firebreak once/yr)  | 0   | 0       | 0       | 275  | 275      | 275      | 0  | 0       | 0       | \$275           | \$275           | \$275           | \$825        |
| Equipment Rental & Maintenance (rent trailer at \$20/trip, maintain quad, line-trimmers, mowers)                              | 0   | 0       | 0       | 782  | 782      | 782      | 210  | 210     | 210     | \$992           | \$992           | \$992           | \$2,976      |
| Materials & Supplies (plants, wire cages, misc flags and tags; fuel for weed trimmers and quad; irrigation replacement parts) | 0   | 0       | 0       | 2020   | 2020     | 2020     | 2520   | 1267    | 1267    | \$4,540         | \$3,287         | \$3,287         | \$11,114     |
| Mileage   | 200                                       | 200     | 200     | 2000   | 2000     | 2000     | 200  | 200     | 200     | \$2,400         | \$2,400         | \$2,400         | \$7,200      |
| TOTAL EXPENSE   | \$7,472                                   | \$7,472 | \$7,472 | \$22,112   | \$22,112 | \$22,112 | \$7,393  | \$6,140 | \$6,140 | \$36,977        | \$35,724        | \$35,724        | \$108,425    |
|   |   |         |         |  |          |          |  |         |         | Year 1 Subtotal | Year 2 Subtotal | Year 3 Subtotal | 3-Year Total |

Year 1 = July 2014 through June 2015

Year 2 = July 2015 through June 2016

Year 3 = July 2016 through June 2017

See next page for description of each project element.

## **Budget for July 2014 – June 2017 Maintenance Proposal Porterville VELB Mitigation Site**

### **Description of Project Elements:**

- 1) Coordination of site maintenance and other admin includes work planning and scheduling; summary, analysis, and reporting of site monitoring data; cost accounting; billing; and communication and coordination with City of Porterville and its consultants.
- 2) Irrigation system maintenance includes system inspections approximately three times a week during the dry season (April to September) and once per week during the rainy season (October to March) to ensure proper delivery of water to plantings, plus routine system maintenance (e.g. timing and volume adjustments, replacement of damaged tubing & emitters).
- 3) Management of weeds, pests and fire hazards may include mowing, disking, hand grubbing, weed-eating, mulching, selective herbicides (away from plantings), installing owl nest boxes; installing wire cages around individual plants, or other measures consistent with USFWS regulations and the management plan for the site. Primarily done from Jan. to May. Routine litter clean-up is also included. Litter clean-up does not include removal of hazardous wastes or excessive amounts of waste dumped illicitly on the site.
- 4) Condition and survival of plantings will be monitored on an ongoing basis to enable quick remediation if survival rates are at risk of falling below USFWS survival thresholds. Year 1 costs for replacement plantings assume a replacement of about 363 plants in order to maintain a 100% survival rate of the original 907 elderberry and 907 associates installed by Wildlands, Inc. All new plants to be installed in a protective basket of aviary wire to minimize rodent damage. Year 2 and Year 3 costs assume replacement of about 181 plants per year.



## Hilary Dustin

Conservation Director, Sequoia Riverlands Trust

427 S. Garden St., Visalia, CA 93277 / [hilary@sequoiariverlands.org](mailto:hilary@sequoiariverlands.org) / (559) 738-0211 X 102

### EDUCATION

- M.S., Range Management, University of California, Davis, 1978
- B.A., Biology, Cornell University, Ithaca, New York, 1976

### PROFESSIONAL EXPERIENCE

- 2004-present – Land Steward, then Conservation Director, Sequoia Riverlands Trust (SRT)
- 2001-2003 – Facilitation Consultant, Writer
- 1993-2000 – Collaborative Design Facilitator/Managing Partner, Place Architecture
- 1989-1992 – Public Affairs Officer, Gallatin National Forest, USDA Forest Service
- 1985-1989 – District Ranger, Finger Lakes National Forest, USDA Forest Service
- 1978-1985 – Range Conservationist/Timber Sale Planner, Hume Lake District, Sequoia National Forest

### SELECTED PROJECTS

- 2009-2010 -- *“Framework for Cooperative Conservation and Climate Adaptation for the Southern Sierra Nevada and Tehachapi Mountains”*, Southern Sierra Partnership. Team leader for southern Sierra Nevada conservation action planning, and assistant editor for Framework document. Funded by a private foundation (anonymous).
- 2004-2011 – *Ecological restoration, visitor amenities and visitor use guide for retired 152-acre aggregate mine* along Dry Creek, Tulare County, California. First state-certified mine reclamation in the County. Served as lead editor for restoration plan and project coordinator for implementation, project designer and manager for landscape and interpretive elements of visitor amenities project. Also instrumental in obtaining grants and in-kind contributions totaling \$1.2 million. Funded by a private foundation (anonymous), NRCS Wildlife Habitat Incentives Program, Sierra Nevada Conservancy and California River Parkways grant program.
- 2004-present – *Planned, coordinated and raised funds for several other comprehensive, multi-year restoration and enhancement projects in vernal pool/grassland, riparian and oak woodland habitats*. Funded by CVPIA Habitat Restoration Program (US Bureau of Reclamation), NRCS Farm Bill incentive programs, USFWS Partners for Fish & Wildlife program, National Fish & Wildlife Foundation Pulling Together Initiative, Southern California Edison.
- 2004-2013 – *Instrumental in acquiring 8 conservation easements*, including easement negotiations, baseline documentation, and obtaining/administering associated grants.
- 2008-2013 – *Team leader and main author for integrated management plans (habitat restoration, stewardship, visitor uses, education) for four SRT preserves*. Funded by Sierra Nevada Conservancy, CVPIA Habitat Restoration Program. Ongoing coordination of implementation with stewardship, native plant nursery, education and communications staff.
- 1997-1999 – *Concept for the Montana State University Epicenter*. Co-represented Place Architecture on a team of experts led by BNIM Architects for this Green Building National Demonstration Project to design a new chemistry building. Funded by the National Institute of Standards and Technology.
- 1991 -- *Public Affairs Plan for the Gallatin National Forest*. Author and implementation coordinator.
- 1986 – *Land and Resource Management Plan for the Finger Lakes National Forest*. Plan coordinator and lead author for this sub-unit of the Green Mountain National Forest.

## **Ann M. Huber**

P.O. Box 64 Three Rivers, CA • ahuberdas@gmail.com • (559) 804-2047

### **EDUCATION**

BA Biology and Environmental Studies (double major), Sonoma State University 1995  
MS Biology, CalPoly State University San Luis Obispo 2005

### **WORK EXPERIENCE**

**Stewardship Director**, Sequoia Riverlands Trust (SRT) 12/2013-current

- Project manager for restoration and mitigation projects
  - Valley elderberry long-horn beetle habitat mitigation
  - Riparian native plant restoration
- Conservation easement monitoring
- Natural resource monitoring and management (e.g., invasive plants, special status plants, birds, residual dry matter measurements to monitor grazing, etc.)

**Contracting Biologist**, Sequoia and Kings Canyon National Parks 7/2011-current

- Oversight of plant monitoring program at Sequoia; conducted plant surveys
- Authored technical report on rare plant surveys in the parks
  - Sought out, compiled, and analyzed survey data of rare plant populations
  - Utilized ArcGIS and Microsoft Access plant occurrence data

**Academic Science Coordinator**, UC Berkeley 10/2007-7/2011

Coordinator for the Sierra Nevada Adaptive Management Project, a multi-disciplinary, large-scale research study of U.S. Forest Service forest management practices

- Oversight of science teams' research progress - wildlife, remote sensing, water quality, fire and forest health, and public participation
- Served as subject matter expert and lead author for a rare plant condition assessment for Sequoia and Kings Canyon National Parks
- Budget management and oversight

**Plant Ecologist**, Wetlands Research Associates, Inc. 4/2006-8/2006

- Conducted plant surveys: rare plant surveys, biological assessments, vegetation monitoring, and wetland delineations

**Rangeland Ecology Lab Manager**, UC Berkeley 1/2003-3/2006

- Managed long-term studies of grazing effects on plants in freshwater wetlands, grasslands, and oak woodlands in central and northern California, and Yosemite toad habitat in the Sierra Nevada
- Statistically analyzed ecological data
- Coordinated and conducted plant surveys
- Hired, trained, assigned work, and evaluated performance of staff
- Budget management and oversight

**Project Manager**, Coastal San Luis Resource Conservation District 5/2001-10/2001

- Served as lead for stream surveys of salmon habitat; supervised field crews
- Recommended stream and riparian restoration activities
- Prepared final report and presented findings to landowners and federal and state agencies

**Biological Science Technician**, Point Reyes National Seashore 4/2000-9/2000

- Conducted vegetation mapping, identify plants, and wetland delineations in the field

**Biological Science Technician**, Sequoia and Kings Canyon National Parks 4/1998-10/1999  
• Vegetation, fuels, and forest inventory surveys to evaluate the effects of fire

**Biological Science Technician**, U.S. Geological Survey, Three Rivers, CA 3/1997-3/1998  
• Collected and analyzed stream samples for water quality and water quantity

**Americorps Intern with CA Department of Fish and Game** 6/1995-3/1996  
• Conducted fisheries surveys: stream surveys of salmonid habitat (habitat typing); spawning surveys; electroshocking; and channel typing surveys  
• Recommended and implemented restoration projects: soil erosion control, sediment control, cattle exclusion fences, and control methods for invasive plants near streams

### TRAINING COURSES

|  |              |
|--|--------------|
| Datums and Projections Workshop, UC Berkeley Geospatial Innovation Facility    | 2008         |
| Introduction to GIS Workshop, GIF, UC Berkeley                                 | 2008         |
| Poaceae Weekend Workshop, UC Berkeley Jepson Herbarium                         | 2007         |
| Vegetation Classification and Mapping Workshop, Jepson Herbarium               | 2004         |
| Determining Federal Wetlands Delineation, UC Extension                         | 2004         |
| Red Card Certification- Wildland Firefighter Type I, National Park Service     | 1997, 98, 99 |
| Fire Effects Vegetation Monitoring, National Park Service                      | 1997, 98     |
| Erosion Control Techniques, CA Department of Fish and Game                     | 1999         |
| Bioengineering Restoration Techniques Workshop, CA Department of Fish and Game | 1997         |
| Stream Restoration Techniques Workshop, CA Department of Fish and Game         | 1996         |
| Coho and Steelhead Habitat Typing, DFG   | 1996         |

### PUBLICATIONS

Huber, A.M., A.J. Das, R.C. Wenk, S.Haultain. 2013. A natural resource condition assessment for Sequoia and Kings Canyon National Parks: Appendix 14 – Plants of Conservation Concern. Natural Resource Report NPS/SEKI/NRR—2013/665.14. National Park Service, Fort Collins, Colorado.

Haultain, S., A.M. Huber. 2013 (in review). Special status vascular plant surveys in Sequoia and Kings Canyon National Parks, 2003-2004. Natural Resource Technical Report NPS/SEKI/NRTR—2013/XXX.XX. National Park Service, Fort Collins, Colorado

Huber, A.M. 2005. Moisture requirements for the germination and early seedling survival of *Cirsium loncholepis*: a thesis. San Luis Obispo, CA: California Polytechnic State University

### MEMBERSHIPS

Board Member Alta Peak Chapter of the California Native Plant Society  
Sequoia Riverlands Trust

### REFERENCES

Hilary Dustin, Conservation Director at Sequoia Riverlands Trust (559) 738-2011 ext. 102  
[hilary@sequoiariverlands.org](mailto:hilary@sequoiariverlands.org)

John Battles, Forest Community Ecology Professor at UC Berkeley (510) 643-0684 or  
[jbattles@berkeley.edu](mailto:jbattles@berkeley.edu)

## ▶ Arthur Spangler

33493 Globe Drive Springville CA 93265

Phone: (559) 936-1193

### Education

**HS Santa Paula High**

**US Army Training Facility, Ft Jackson S. Carolina (GED 1973)**

### Experience

VELB Mitigation Site Maintenance Technician (July 2012 – current)

Contractor for Sequoia Riverlands Trust (427 S. Garden Street Visalia CA 93277)

- Inspect drip-line irrigation system on site; make repairs and adjustments as needed
- Remove weeds as needed
- Inspect condition of plants at site and help with plantings
- Monitor status of batteries, tank pressure, and water meter
- Document work in monitoring log and call-in reports to Project Manager at Sequoia Riverlands Trust (Ann Huber)

Ranch Manager (2005 – current)

Sopac Mulholland

- Manage all aspects of cow-calf ranch operation (i.e., animal husbandry, fence building and repair, moving cattle, operating construction equipment, etc.)

US Air Force, Sergeant (1981-1983) (honorable discharge)

**349<sup>th</sup> Military Airlift Wing, Travis Air Force Base**

US Army, Corporal (1974-1977) (honorable discharge)

### References

Soapac (Soapy) Mulholland, Sequoia Riverlands Trust (559) 738-0211 ext. 100

▶ Ann Huber, Sequoia Riverlands Trust (559) 738-0211 ext. 109

# Andrew Glazier

## Experience

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2009 - Current                                      Sequoia Riverlands Trust                                      Visalia, CA

### **Nursery and Field Operations Manager**

- Propagate native plants for habitat restoration projects
  - Build and maintain greenhouses and shade structures for nursery needs
  - Design and implement small and large-scale native plant restoration and mitigation projects
  - Conduct invasive plant control projects
  - Field maintenance operations for all aspects of Preserves (e.g., trails, parking lots, facilities, etc.)
  - Supervise field crews
- 

## Education

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Otis Art Institute                                      Los Angeles, CA

## References

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Sopac (Soapy) Mulholland, Sequoia Riverlands Trust, Executive Director (559) 738-0211 ext. 101

Hilary Dustin, Sequoia Riverlands Trust, Conservation Director (559) 738-0211 ext. 102



CITY COUNCIL AGENDA: JULY 15, 2014

SUBJECT: REQUEST FOR ENGINEERING SERVICES TO UPDATE THE  
2010 FIVE-YEAR BIOSOLIDS MANAGEMENT PLAN

SOURCE: Public Works Department – Wastewater Treatment Facility


COMMENT: The City of Porterville Wastewater Treatment Facility is requesting permission to acquire the services of Carollo Engineers to update its Five-Year Biosolids Management Plan. Carollo Engineers is uniquely qualified based on their past work with the City of Porterville on the 2010 Five-Year Biosolids Management Plan.

The Five-Year Biosolids Management Plan is used to manage the reuse of secondary treated effluent and biosolids at the Reclamation Area in a method that meets Waste Discharge Regulations R5-2008-0034 and General Order 2004-12-DWQ.

RECOMMENDATION: That City Council:

1. Approve staff obtaining the services of Carollo Engineers to assist in updating the Five-Year Biosolids Plan at a cost of \$20,900, and
2. Authorize the Mayor to sign the Service Agreement.

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Dir  Appropriated/Funded  CM 

Item No. 6

SUBJECT: ACCEPTANCE OF PROJECT – INDIANA STREET SHOULDER STABILIZATION PROJECT (ROBY AVENUE TO UNION AVENUE)

SOURCE: Public Works Department - Engineering Division

COMMENT: Bush Engineering, Inc. has completed the Indiana Street Shoulder Stabilization Project per plans and specifications. The project consisted of the installation of curb and gutter, sidewalk, driveways, asphalt concrete paving, and other appurtenant construction along Indiana Street between Roby Avenue and Union Avenue.

Staff carefully tracks construction costs of all Capital Improvements Projects and reports project construction expenditures when the project is accepted by the City Council. On January 21, 2014, City Council authorized expenditure of \$316,661.80 for construction, construction management and quality control services for the Mathew Shoulder Stabilization Project. The following itemizes the construction-related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

- 1) Final construction cost is \$251,867.75.
- 2) Construction management and quality control costs are \$23,016.29.

Total project construction costs equate to \$274,884.04, which is less than the \$316,661.80 overall budget approved by Council at the time of award.

Funding for the Indiana Street Shoulder Stabilization Project was approved in the 2013/2014 Annual Budget. Congestion Mitigation Air Quality (CMAQ), Measure R Alternative Transportation Funds and Local Transportation Funds (LTF) are the funding sources.

Bush Engineering Inc. requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of final payment, provided no stop notices have been filed.

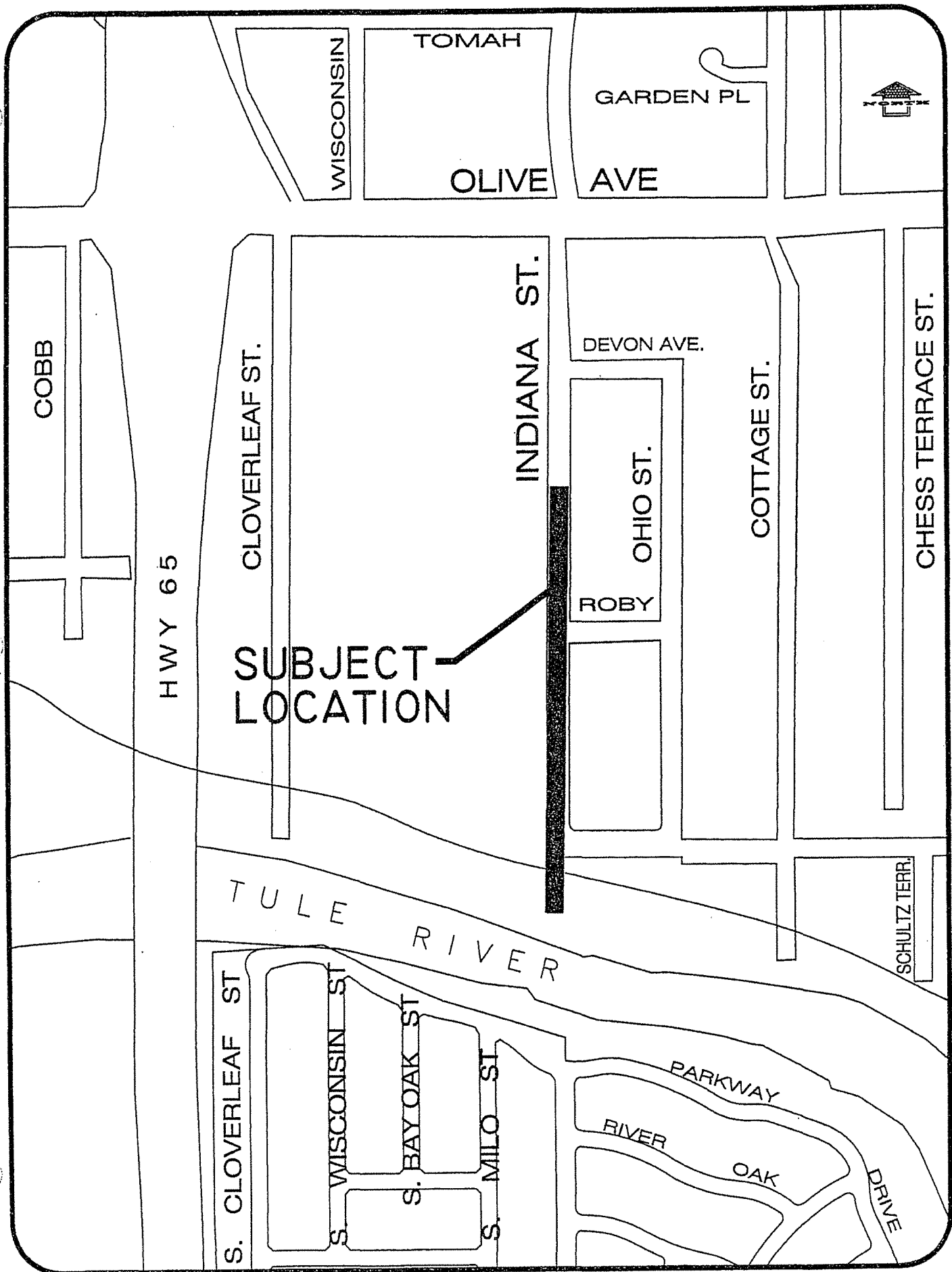
ATTACHMENT: Locator Map

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Dir B82 Appropriated/Funded MB CM [Signature]

Item No. 7





COUNCIL AGENDA: JULY 15, 2014

SUBJECT: REVALIDATION OF PROJECT ACCEPTANCE – ISLAND ANNEXATION SEWER PROJECT (AREA 455A)

SOURCE: Public Works Department - Engineering Division

COMMENT: Staff presented to Council a final expenditure report for the Island Annexation Sewer Project (Area 455A) during the June 3, 2014, City Council meeting. The expenditure report was included in the body of the staff report requesting acceptance of the project by Todd Companies. The presented staff report had a clerical error and staff is noting this error for the purpose of keeping accurate records. The initial expenditure report was as follows:

- 1) Final construction cost is \$1,113,132.12.
- 2) Construction management and quality control costs are \$47,593.37.

Reported at the time, was a total project cost of \$1,160,725.49. The true accounting of total project expenditures is as follows:

- 1) Final construction cost is \$1,114,505.88.
- 2) Construction management and quality control costs are \$47,593.37.

Total project construction costs equate to \$1,162,099.25, which is \$1,373.76 more than what was stated when the project was accepted by the City Council on June 3, 2014. The final dollar amount is still less than the \$1,259,624.32 overall budget approved by Council at the time of project award.

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 2013/2014 Annual Budget.

RECOMMENDATION: That City Council:

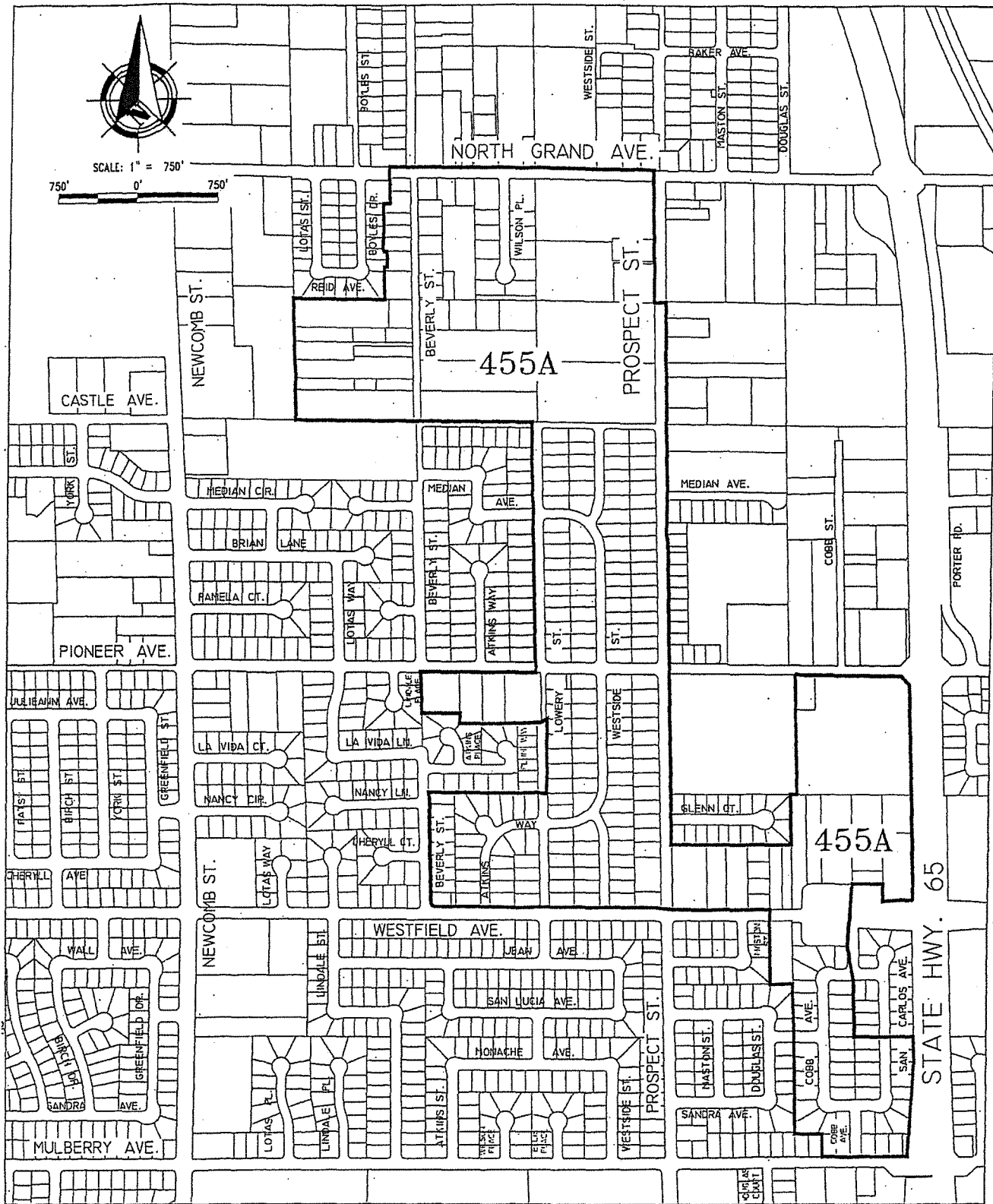
1. Revalidate the acceptance of the Island Annexation Sewer Project (455A) by noting the final accounting of expenditures.


ATTACHMENT: Locator Map

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Dir BSC Appropriated/Funded MP CM J

Item No. 8



 PROJECT BOUNDARIES

ISLAND ANNEX. 455A

COUNCIL AGENDA: JULY 15, 2014

SUBJECT: ACCEPTANCE OF IMPROVEMENTS – SUMMIT HERITAGE VILLAS  
(GARY SMEE – SMEE BUILDERS, INC.)

SOURCE: Public Works Department - Engineering Division

COMMENT: The Subdivider, Gary Smees – Smees Builders, Inc., has requested that the public improvements constructed for his subdivision be accepted by the City for maintenance. All required improvements, including sidewalks, have been completed, inspected by City staff and found to be acceptable.

The Subdivider has submitted a one (1) year maintenance guarantee for five percent of the total cost of improvements.

RECOMMENDATION: That the City Council:

1. Accept the public improvements of Summit Heritage Villas Subdivision for maintenance;
2. Authorize the filing of the Notice of Completion; and
3. Release the payment guarantee thirty-five (35) days after recordation, provided no liens have been filed.

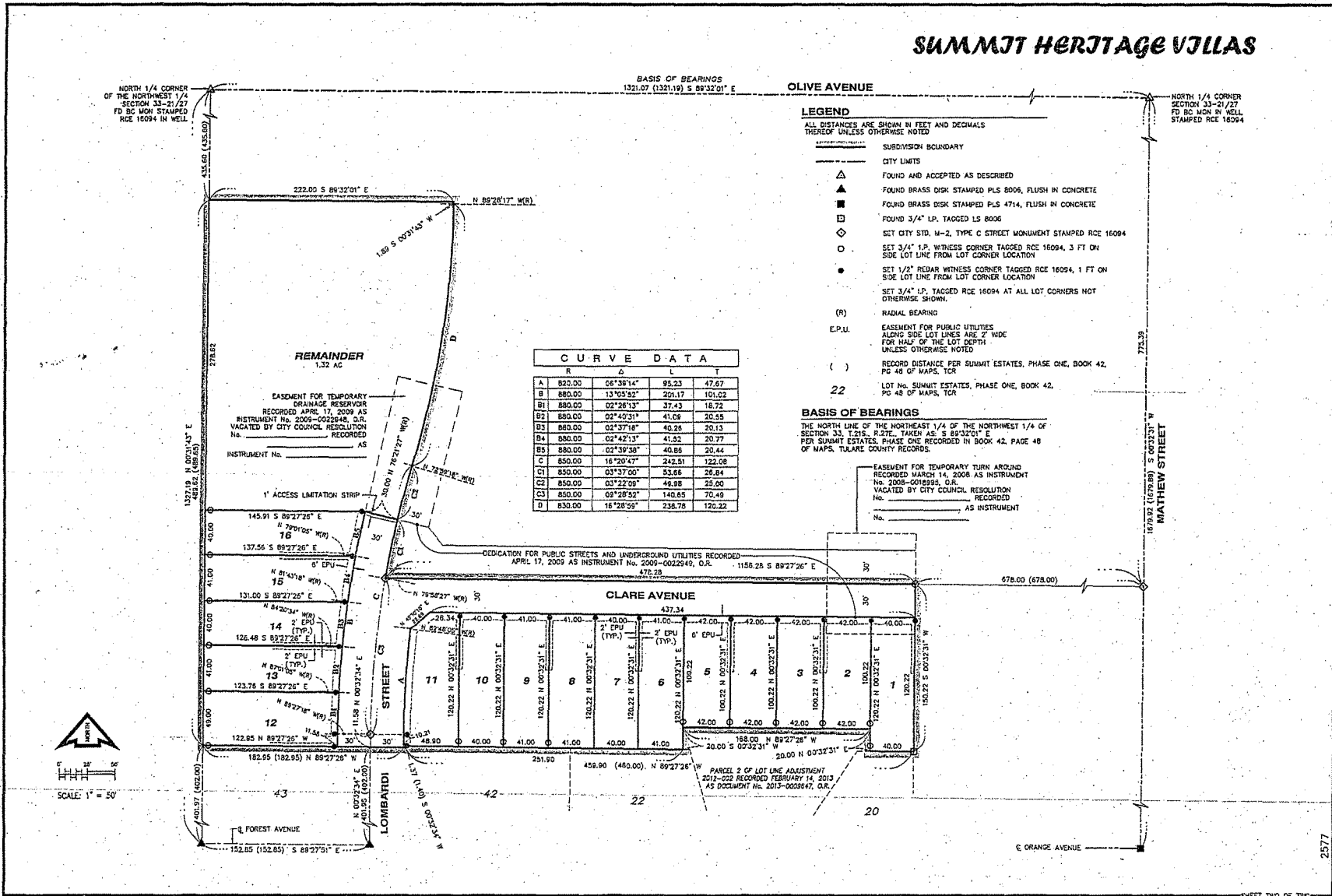
ATTACHMENT: Locator Map

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Dir BS Appropriated/Funded MB CM J

Item No. 9

# SUMMIT HERITAGE VILLAS



COUNCIL AGENDA: JULY 15, 2014

SUBJECT: AUTHORIZATION TO APPLY FOR PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT FUNDING

SOURCE: Public Works Department - Transit

COMMENT: In 2006, California voters approved Proposition 1B to fund needed transportation improvement projects. Included within Proposition 1B was the Public Transportation Modernization, Improvement, and Services Enhancement Account (PTMISEA) program, which provides needed capital and safety/security funds to transit agencies (and cities operating transit programs).

From 2009 to 2013, the City has received \$2.6 Million in financial assistance to purchase transit buses, a trolley, various bus stop improvements and amenities, and information technology systems (ITS).

On June 9, 2014, the City received notice of the State's call for projects for a 4<sup>th</sup> round of Prop 1B PTMISEA grants. The City's estimated allocation for FY 2014/2015 is \$243,017.



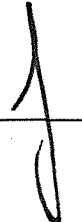
Staff is requesting authorization to apply for FY 2014/2015 PTMISEA funds, and if funds are received, to purchase a web-based fare and fare management system. The cost of the system is estimated to be \$475,000, the remaining funds are from Federal Transit Administration Section 5339 Program funds.

RECOMMENDATION: That the City Council:

1. Approve the attached resolution authorizing staff to apply for PTMISEA funding for FY 2014/2015;
2. Approve the attached resolution authorizing staff, if funds are received, to purchase a web-based fare and fare management system; and
3. Authorize the Mayor to execute the resolutions.

ATTACHMENTS: Resolutions

P:\pubworks\General\Council\Transit - Authorization to Apply for PTMISEA Funding - 2014-07-15.doc

Dir.  Appropriated/Funded  CM 

Item No. 10

RESOLUTION #\_\_\_\_\_ - 2014

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PORTERVILLE AUTHORIZING STAFF TO PURCHASE  
WEB-BASED FARE AND FARE MANAGEMENT SYSTEM

**WHEREAS**, the City of Porterville operates a comprehensive transit system; and

**WHEREAS**, the City has been allocated State and Federal funding to implement and support transit capital projects; and

**WHEREAS**, the City's 2012 Short Range Transit Plan identified the use of intelligent transportation systems (ITS) to provide significant operational improvements resulting in financial returns; and

**WHEREAS**, it is in the City's best interest to enable riders to buy and update transit fare media online using a computer, tablet or smart phone.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Porterville hereby authorizes the Transit Manager to purchase a user-friendly web-based fare and fare management system that will enable riders to purchase and update fare media online using a computer, tablet or smart phone that will integrate with existing City electronic fare boxes.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
Milt Stowe, Mayor

ATTEST:  
John D. Lollis, City Clerk

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

RESOLUTION # \_\_\_\_\_ - 2014

AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATION AND ASSURANCES  
FOR THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND  
SERVICE ENHANCEMENT ACCOUNT BOND PROGRAM

**WHEREAS**, the City of Porterville is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 88 (2007) named the Department of Transportation (Department) as the administrative agency for the PTMISEA; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

**WHEREAS**, the City of Porterville wishes to delegate authorization to execute these documents and any amendments thereto to the Public Works Director or Transit Manager.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Porterville, that the fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects; and

**BE IT FURTHER RESOLVED** that the Public Works Director or Transit Manager be authorized to execute all required documents of the PTMISEA program and any amendments thereto with the California Department of Transportation.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2014.

ATTEST:

John D. Lollis, City Clerk

\_\_\_\_\_  
Milt Stowe, Mayor

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



COUNCIL AGENDA: JULY 15, 2014

SUBJECT: AUTHORIZATION TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS (RFQ) FOR TRANSIT WEBSITE DESIGN SERVICES

SOURCE: Public Works Department – Transit Division

COMMENT: Since 2010, the City's public transportation system has been utilizing the updated City website design. The updated website design has allowed the transit division to provide standard information to its key audiences. Information such as schedules, maps, fares, and rider information.

With the introduction of real-time transit information, live transit maps and online smartcard fare management in the near future, the City's transit website needs to be redesigned to take advantage of these features.

Further, the website must reflect the audiences it serves (transit riders, non-riders and the community at-large), the values of the organization (excellence in service), and serve as the nucleus for Porterville Transit's external communications. Staff desires to enhance the website design to make it:

1. More user-friendly on a variety of desktop browsers and mobile platforms;
2. More accessible for persons with visual impairments;
3. Offer a more robust translation system;
4. Provide better social media integration; and
5. Integrate Google's trip planning capability.

Staff is seeking authorization to distribute a RFQ for professional services in the fields of website design, implementation, and support services related to replacing the existing transit website. This project will be fifty percent (50%) funded by Federal Transit Administration (FTA) 5307 program funds, and fifty percent (50%) by Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council:

1. Authorize staff to distribute the Request for Qualifications for transit website design.

ATTACHMENT: Request for Qualifications

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Dir BB Appropriated/Funded MB CM J

Item No. 11

REQUEST FOR QUALIFICATIONS  
FOR  
TRANSIT WEBSITE DEVELOPMENT



RFQ NO. 14/15-AC1806  
July 16, 2014



**NOTICE OF REQUEST FOR QUALIFICATIONS  
FOR  
TRANSIT WEBSITE DEVELOPMENT  
PROFESSIONAL SERVICES CONTRACT  
REQUEST FOR QUALIFICATIONS NO. RFQ-14/15-AC1806**

STATEMENTS OF QUALIFICATIONS will be accepted up to 4:00 p.m. Pacific Standard Time (PST) on August 15, 2014, addressed to Transit Manager, Porterville Transit, 291 North Main Street, Porterville, CA 93257.

Because the Porterville Transit Project will be funded with Federal assistance, the selected Offeror is expected to comply with applicable Federal Transit Administration (FTA) requirements.

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Richard I. Tree  
Transit Manager  
City of Porterville

## **NOTICE TO CONSULTANTS REQUEST FOR QUALIFICATIONS**

The City of Porterville's Transit Division, Porterville Transit, is seeking to obtain professional services in the fields of website design, implementation, and support services related to replacing the existing transit website.

The successful firm must be licensed to do business in the State of California at the time of submission of Statement of Qualifications to this Notice. The City of Porterville, CITY, receives funding assistance from the United States Department of Transportation, Federal Transit Administration (FTA) and must comply with the applicable statutory, regulatory, and administrative requirements including FTA third-party contracting requirements.

### **PORTERVILLE TRANSIT BACKGROUND**

#### Introduction

The City of Porterville's public transportation system (herein Porterville Transit or Transit) is responsible for the provision of public transit service within Porterville Urbanized Area, and is funded with federal, state and local monies, as well as operating revenue. Porterville Transit currently operates nine (9) bus routes and three (3) demand response buses and has approximately twenty-four (24) buses in its fleet.

#### Purpose

Porterville Transit is seeking to update its transit website to enhance the user experience, simplify content management, and provide better information and customer service to its community. CITY has high standards for design quality, visual appeal and flexibility to take advantage of upcoming and future technologies.

## **SCOPE OF WORK**

An indicative listing of tasks relating to the Contract Scope of Work (Work) for this RFQ is attached hereto as Appendix A. A final determination of levels of effort, work, scope, responsibilities and schedule will be negotiated with the selected Offeror.

## **TERM OF CONTRACT**

The term of this Contract will be negotiated with the selected Offeror. The Contract may be subject to multiple notices-to-proceed which will authorize portions of the Work under the Contract to commence. The estimated contract duration is from the Notice to Proceed to June 1, 2015. Tentative phased design in accordance with FTA procedural requirements and contract durations are included in Appendix B.

## **ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

- A. Each of the following circumstances will be deemed an organizational conflict of interest and the affected Offerors will be not considered:
  - 1. Participation by Persons on more than one Offeror's team performing more than fifteen percent (15%) of the Work; or
  - 2. Participation of an Affiliate of any Person identified in subsection 1) above on another Offeror's team;
  - 3. All Offerors affected by an organizational conflict of interest will be not considered, even if the Person or Affiliate causing the conflict is intended to have a different or lesser role than that described above;
  - 4. A person or firm (at any tier) who is paid for developing or preparing specifications or work statements in the development of a solicitation package or any resulting solicitation.
- B. Non-Disclosure: The Contractor may be given access to records, which are confidential under State law, solely for the purpose of performing the required services under the Contract. The Contractor may be required to sign a non-disclosure statement prior to receipt of such documents obligating each employee, agent, or Subcontractor of the Contractor not to make inappropriate use of or improperly disclose any of the contents of such documents.

## **DISADVANTED BUSINESS ENTERPRISE (DBE) PROGRAM**

CITY has established a DBE program in accordance with the regulations of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26). Porterville Transit has received federal financial assistance with the USDOT that it will comply with 49 CFR Part 26.

The CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Agreements. Failure by the CONSULTANT to

carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy, as Porterville Transit deems appropriate.

CITY has established an overall DBE goal of 7.50% for the duration of this agreement and a separate contract goal has not been established for this procurement. DBE firms and small businesses shall have an equal opportunity to participate in the agreement.

### **SUBMITTAL MATERIALS REQUIREMENTS**

**A. Letter of interest:** The letter of interest must include contact information (name, title, name of firm, mailing address, phone number, and email address) for the authorized representative(s) of the firm(s) submitting the letter of interest. Please ensure that contact information is up-to-date because should CITY need to contact you regarding your submittal materials it will be through the contact person named in the letter of interest. In the case of a team approach, the letter of interest must indicate whether the team members intend to form a partnership, joint venture, prime-major subconsultant or other legal or organizational structure. If the organizational structure is prime-major subconsultant, the prime firm, which could be a corporation, joint venture, partnership, etc., and the major subconsultant firm(s), must be clearly identified. The letter of interest must be signed by a representative who is authorized to commit the firm. For joint ventures the letter of interest must be signed by all joint venture partners. Signing the letter of interest attests that the information provided therein is current and factual.

Letter of interest must be signed in ink by a person or persons, in the case of a joint venture, authorized to act for the Offeror. Evidence of the signer's authority to act on behalf of the Offeror sufficient to satisfy CITY must be submitted. The letter of interest or the Statement of Qualifications shall be date- and time-stamped by a CITY officer or employee at the time of receipt by CITY. It is the responsibility of the Offeror to ensure that the Letter of Interest and Statement of Qualifications is submitted on or before the time specified for receipt.

**B. Information on the Offeror:** The Statement of Qualifications shall include the following information regarding the Offeror. (In the case of a partnership or joint venture, submit information for the respective partnership or joint venture entity itself and for each member firm making up the partnership or joint venture. In the case of a prime-major subconsultant, submit information for the prime and the major subconsultant(s).)

1. Name of the firm, the year the firm was established under the current name, the principal place of business, the location of all its offices, and a copy of the firm's organizational documents (such as articles of incorporation, limited liability company, registration, etc.)
2. Former firm names. Indicate any other previous names for the firm during the last five (5) years and the effective date of the name change (resulting from not

- only a mechanical change of name, but also such events as succession, assignment, merger, or acquisition).
3. Type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.). Provide a copy of the firm's organizational documents (such as articles of incorporation, operating agreement, partnership agreement, and registration, etc.). Organizational documents may be submitted as an appendix to your qualifications.
  4. The annual revenues and average number of employees over the past five (5) years. A current Balance Sheet certified to be an accurate and true copy signed by the firm's Chief Financial Officer, or another corporate executive of the firm who has knowledge of the firm's financial position. The Balance Sheet must be dated to reflect the ending period to which the Balance Sheet information applies. At a minimum the Balance Sheet must reflect current assets, long term assets, current liabilities, long term liabilities, and owner's equity.
  5. The names and phone numbers of a maximum of five (5) clients who may be contacted, including at least two (2) for whom services were rendered during the past twelve (12) months, preferably for services similar to those required for the Contract.
  6. A statement as to whether the firm, its principals or key employees presently, or in the past, are, or have been, involved in any debarment or suspension proceedings.
  7. A statement identifying any contract involving the firm that was terminated for default within the past three (3) years.
  8. Provide a list of example projects which best illustrate the firm's relevant qualifications for this Contract. The list must not exceed ten (10) recent projects that include major projects undertaken within the past ten (10) years. Provide the following information for each project listed:
    - a) Title and location of the project;
    - b) Project owner and owner's project telephone number or other contact details;
    - c) Specific roles of the firm;
    - d) Brief description of the work;
    - e) Period of performance (start and end dates);
    - f) Final contract value;
    - g) Percent of work completed by the firm under the contract;
    - h) Identify any project claims and litigation involving your firm (if none, so state); and
    - i) Did the project involve federal funds (yes or no).
  9. Complete and attach Forms 1 through 7.

**C. Key individuals:**

1. Identify the persons who will be assigned to the key positions listed below. For each person clearly state the current location of each person.
2. Provide resumes for the persons identified above and for any other individuals deemed to have a major role in providing the services. The resumes must include:

- a) Total years of experience, number of years with the current firm, name of the current employer, and current assignment location;
- b) Education (highest relevant academic degree(s) and specialization for each degree);
- c) For individuals who hold current professional registration, identify the registration number, state, and discipline. The name on the professional registration must match the name in Section 3.A above;
- d) Work experience on up to five (5) recent relevant projects. Include a brief description of the project (scope, size, cost, etc), the person's specific role on the project, the year the person's work on the project was completed, and the person's employer for the project; and
- e) Names, titles, and contact information for a maximum of three (3) references.

3. Other related information:

- a) Demonstrated capability to undertake the financial responsibilities associated with a professional services contract;
- b) A narrative on any unique approaches or design solutions the Offeror will undertake to accomplish the work;

**D. Special Services:** The lead consultant shall provide detailed information about special services, if any, that the consultant team provides that enhances its ability to provide the services.

**E. Schedule:** Provide a work schedule for the Transit Website Development project laying out completion of all the Tasks within the proposed scope of work.

In accordance with California Administrative Rule, the Statements of Qualifications and related information submitted by the Offerors (submittal materials), except those portions for which a written request for confidentiality has been made, will be open to public inspection upon posting of the award of this Contract. Offerors shall designate in writing those portions of their submittal materials that contain trade secrets, proprietary, or confidential commercial and financial information that are to remain confidential. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Material designated as confidential must be readily separable from the submittal materials to facilitate inspection of the non-confidential portion of the submittal materials. Designation of the submittal materials in its entirety as confidential is not acceptable.



## SELECTION

All Statements of Qualifications will be evaluated by a Selection Committee representing city and or professional staff. The Selection Committee will make a recommendation to the City Council of the City of Porterville. However, the final selection will be made by the City Council of the City of Porterville. After evaluation of the submittals, several firms may be selected for oral interview if necessary. Submittals will be evaluated and scored on the following minimum criteria rated by following points:

### Pts

- 30 Responsiveness to the Contract Work
- 30 Experience and professional qualifications relevant to the Contract Work;
- 25 Past performance on projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies;
- 15 Capacity to accomplish the work in the required time.

## PROCEDURES AND SCHEDULE

CITY reserves the right to accept or reject any and all proposals and to change the scope of this RFQ. The decision of the CITY shall be final. Any Statement submitted during this RFQ process becomes the property of the CITY. The CITY will not be liable for, nor pay any costs incurred by the proposer in preparation of a response to this RFQ or any other costs involved including travel or reproduction costs. The RFQ mailing list is available upon request.

## DEADLINE

An **original and three (3) copies** of the submittal materials packet shall be submitted not later than August 15, 2014, 4:00 p.m. PST to:

CITY OF PORTERVILLE  
RFQ-14/15-AC1806  
Porterville Transit  
291 N. Main St.  
Porterville, CA 93257

Submittals by facsimiles are not acceptable. The Contract will only be awarded to an Offeror that demonstrates the ability to provide all of the services required for the Contract. Submittal materials received for only part of the required services will be considered non-responsive to this notice.

Any inquiry regarding the services required should be directed in writing to Mr. Richard Tree, Porterville Transit, at the address above, or to the Transit Mailbox at the following email address: [rtree@ci.porterville.ca.us](mailto:rtree@ci.porterville.ca.us).

All contact between Offerors and CITY shall only be in writing to CITY's designated contact or to the Transit Mailbox. Offerors may not contact CITY employees or board members or CITY's representatives concerning this RFQ while the solicitation process is in progress.

Any contact determined to be improper, at the sole discretion of CITY, may result in disqualification.

## **APPENDIX A**

### **SCOPE OF WORK**

The Proposer shall perform the Services set out in this illustrative Scope of Services and shall furnish all supervision, labor, materials, tools, designs including all fonts, images and links, equipment, supplies, transportation, insurance and all other items not specifically stated as being furnished by CITY to complete the Services.

#### Overview

CITY intends on contracting a website development and design firm to create a flexible, informative website that is easy to maintain. The website must develop a friendly site that can deliver large amounts of constantly changing information to our key audiences. In addition to designing a user-friendly site with an intuitive interface, it must also develop a web-based, data base-driven administration tool that allows key management personnel to easily update content without directly accessing source code. The CITY will maintain ultimate editorial control of content.

To be effective, our website must be:

- Easy and intuitive
- Visually pleasing
- Informative
- Safe and secure
- Quick to load and operate
- Responsive to both mobile and desktop environments

#### Website Goals

- Increase awareness of the Transit mission and promote involvement through programs.
- Retain current customers and gain new ones.
- Attract qualified and diverse staff.
- Improve business efficiencies.
- Present comprehensive information and resources in an easy to use format.
- Increase site promotion activities.
- Integrate brand messaging.
- Deliver a consistent image.

#### **Phases**

The selected firm or individual shall meet periodically during the project to determine direction. Some such meetings may be in person or via conference call and online meetings. The CITY's Transit Manager will serve as the Project Manager on behalf of the CITY. The redesigned website must include hosting. The existing website URL's ([www.portervilletransit.com](http://www.portervilletransit.com), [www.ridept.com](http://www.ridept.com)) shall remain unchanged.

## **Phase I**

The selected firm or individual shall redesign the TRANSIT website effectively and efficiently include the following deliverables:

### General Requirements

- Develop a site for today and for the future.
- Setup the layout and user experience of the website in close consultation with the Transit Manager.
- Import/migrate any existing content that can be reused.
- Include HTML and PDF schedules for each route.
- A structured and streamlined navigation so that transitioning from any one section to another and back again is seamless.
- Main content areas should be simplified and organized so that information is logically grouped.
- The information displayed will be the most recent and comprehensive information available.
- A development site that can be migrated to live site.
- Powerful search bar capability should include an auto-complete feature (similar to Google).
- Embed Google Transit trip planner and ensure functionality.
- Secured Procurement Download Tracking with user login and profiles and required login system to view procurement documents. This module should maintain a database of user information (user ID, password, profile information, etc.) Also, this module should have the ability to send email notifications to the Procurement Officer when documents are downloaded and when new users register. The content of this module should be easily modified and updated by the Procurement Officer.
- Secured Socket Layer for displaying specific web pages and for information transmitted to and from the website.
- Easily present alerts and detours, along with access to TRANSIT's real-time portal.

### Staff Training and Support

- Train 5 TRANSIT staff members to manage the website and serve as webmasters.
- Provide necessary software and licenses to maintain site.

### Design and User Experience

- Provide infrastructure of the site consisting of the "shell" with file access, categories and sitemap, survey capabilities, banner placement, video streaming and collecting and storing data.
- A "free verse" option to write and post information, similar to a blog and landing pages.
- Responsive web design to provide an optimal viewing experience with minimum resizing, panning, and scrolling across a wide range of devices, from mobile phones to desktop computers.

### Content Management System

- Open Source Content Management System shall allow for management and updating from any computer, in office and remotely, without the need for other software.
- User permission levels – role-based permissions thus allowing update of content without being able to change the site layout.
- A utility for checking link integrity and generating dead link reports, or as alternative, specify third-party link-checking utilities that may be integrated.
- Content quality checks in place for spelling and grammar.
- Generate or provide the user the ability to create human readable and search-engine friendly URLs for published content.
- Easily updated content on the homepage, including text, photos and video.
- A uniform means of managing web documents whether posted as web pages or downloadable files.
- Ability to upload data into preformatted web page or document location.
- Make web pages and associated media easily editable and organized without knowledge of HTML code.
- Include Find & Replace function to easily update duplicate information on various pages.

### Accessibility

- Ensure website design compliance with the Americans with Disability Act to make the redesigned website accessible to persons with visual, occupational, and hearing impairments. The standards of Section 508 of the Rehabilitation Act Amendments of 1998 (29 U.S.C. 794) shall apply.
- The site should recognize the use of “assistive technology” (text to speech, enlarged text) to enable them to use computers and access the Internet.

### Search Engine Optimization

- Search Engine Indexing – Submit our new site to Google, Yahoo!, Bing and other popular search engines to ensure we are indexed.
- Meta-Tags, Keywords and Page Titles – Ensure that each web page has the appropriate page title, keywords, or any other meta-tags that are required.
- Natural Search Optimization – Test content structure, linking strategies and sitemap to ensure consistent natural search engine page rankings. Follow Google’s “PageRank” methodology and Webmaster Guidelines to ensure the best practices are followed.
- The Content Management System should include the following modules: News, Calendar, Social Media, and Rider Profile Database.

### Development Guidelines/Specifications

The Scope of Services includes website/application support, maintenance, and data backup. Hosting must meet these requirements:

- Unlimited Monthly Bandwidth
- Flexible, easy-to-use control panel
- 24/7 security monitoring and DDoS protection

- 99.9% uptime guarantee
- SSL Certificate
- Unlimited FTP, SFTP or FTPS access
- Provide user authentication authorization controls for access.
- Minimum 1TB web space or greater, scalable as the website grows over time.
- Minimum 1 GB MySQL Database with Database Backup/Restore.
- Free of advertising not authorized by CITY.

## **Phase II**

Stand-alone mobile application (to work on iOS, Android and other platforms). The mobile component would pull in stop level information, via geolocation, broader transit information, real-time information, accessibility and robust translation services for the website.

### **General Requirements**

- Stop-level information (i.e. what stop is closest to the rider, what routes come near you, etc.) based on GPS information and actual reality.
- Work on iOS and Android platforms; integrate other mobile platforms as warranted.
- Integrate real-time information feeds.
- Transit Service Information: Service hours and days, fares, routes, etc.
- Trip planner functionality using Google Transit
- Rider Alerts
- Transit News
- Bus pass purchase

## **APPENDIX B**

### **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

#### **A. Charter Bus Requirements**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

#### **B. School Bus Requirements**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 49 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

#### **C. Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### **D. Clean Water**

All Contracts and Subcontracts over \$100,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the

appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

#### **E. Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **F. Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.



3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

#### **G. Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

#### **H. Clean Air**

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

**I. Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**J. Contract Work Hours & Safety Standards Act**

Applicability – Contracts over \$100,000.

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph 1 of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
3. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**K. No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**L. Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**M. Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000.

1. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in

the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

2. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
4. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and

accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

7. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
8. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
  - a. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
  - b. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was

excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

9. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
10. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

#### **N. Government Wide Debarment and Suspension (Non Procurement)**

Applicability – Contracts over \$25,000.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to

comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **O. Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **P. Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity

requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

- a. Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
  - b. Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
3. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

**Q. Breaches and Dispute Resolution**

All contracts over \$100,000.

1. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.
2. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer



injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

3. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.
4. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **R. Transit Employee Protective Provisions**

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

1. Contractor shall comply with applicable transit employee protective requirements as follows: (a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]
2. Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

#### **S. Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs.

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
2. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of

this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
4. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
5. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
6. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

#### **T. Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

1. The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **U. Drug and Alcohol Abuse and Testing**

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

1. The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and

Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

**V. Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**W. Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**X. Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Y. Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Z. Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**AA. Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**BB. Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's

list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**CC. Other Contract Requirements**

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**DD. Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**EE. Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**FF. Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**GG. Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

**HH. Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental

and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**II. Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**JJ. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

**KK. Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**LL. CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**FORM 1****NON-COLLUSIVE AFFIDAVIT**

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

|   |                             |
|---|-----------------------------|
| State of _____, County of _____   |                             |
| I, _____, being first duly sworn, do hereby state that<br>(Name of Affiant)   |                             |
| I am _____ of _____<br>(Capacity) (Name of Firm, Partnership or Corporation)  |                             |
| whose business is _____   |                             |
| and who resides at _____  |                             |
| and that _____<br>(Give names of all persons, firms, or corporations interested in the bid)   |                             |
| is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein. |                             |
| Signature of Affiant _____  | Date _____                  |
| Sworn to before me this _____ day of _____, 20____.   |                             |
| Notary public _____   | My commission expires _____ |
| Seal  |                             |

## FORM 2

### Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract values over \$25,000

Choose one alternative:

- ☐ – The Bidder, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

**OR**

- ☐ – The Bid is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– **Executed in** [insert city and state].

**Name:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

### **Debarment and Suspension Certification (Lower-Tier Covered Transaction)**

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Bidder) certifies, by submission of this Bid, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Bidder is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: \_\_\_\_\_

**THE BIDDER, \_\_\_\_\_, CERTIFIES  
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT  
OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE  
BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§  
3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

**Name and title of the bidder's authorized official:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date



## FORM 3

### DBE PARTICIPATION INFORMATION

(Proposer must check Option #1 or #2 below, provide required information regarding certified DBE's, and sign this Information Sheet.)

\_\_\_\_\_ Option #1 – No Certified DBE participation proposed for this contract.

\_\_\_\_\_ Option #2 – It is proposed that the following DBE(s) be used on this contract.

\_\_\_\_\_  
**Name of Certified DBE**

\_\_\_\_\_  
**DBE Certification NO.**

\_\_\_\_\_  
DBE Address

\_\_\_\_\_  
DBE Telephone No.

\_\_\_\_\_  
DBE E-Mail Address

\_\_\_\_\_  
Capacity of DBE (e.g., contractor,  
subcontractor, Vendor)

\_\_\_\_\_  
\$ Amount DBE Participation

\_\_\_\_\_  
Description of service or materials to be provided by DBE  
-----

\_\_\_\_\_  
**Name of Certified DBE**

\_\_\_\_\_  
**DBE Certification NO.**

\_\_\_\_\_  
DBE Address

\_\_\_\_\_  
DBE Telephone No.

\_\_\_\_\_  
DBE E-Mail Address

\_\_\_\_\_  
Capacity of DBE (e.g., contractor,  
subcontractor, Vendor)

\_\_\_\_\_  
\$ Amount DBE Participation

\_\_\_\_\_  
Description of service or materials to be provided by DBE

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor, if different than signatory

**FORM 4**

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

STATE OF CALIFORNIA    )  
  ) SS  
CITY OF PORTERVILLE    )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against the liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM 5

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

#### Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Porterville, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Transit Manager setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees, placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Transit Manager, advising the labor union or the workers' representative of the CONTRACTORS' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR' non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

**Certification on Non-Segregated Facilities**

*The Consultant hereby certifies that it does not or will not maintain segregated facilities nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.*

---

Name of Firm

---

Authorized Signature

---

Date

## FORM 6

### BIDDER'S REGISTRATION

Instructions: This form is to be completed and included in the Qualifications Package. Attach additional pages is required.

#### City of Porterville RFQ 14/15-AC1806

|   |               |
|---|---------------|
| <p>1. Name of firm:</p> <p>2. Address:</p> <p>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>4. Date organized:<br/>State in which incorporated:</p> <p>5. Names of officers or partners:<br/>a.<br/>b.<br/>c.<br/>d.</p> <p>6. How long has your firm been in business under its present name?</p>   |               |
| <p>7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? Has your firm ever defaulted on a performance bond?<br/><input type="checkbox"/> Yes <input type="checkbox"/> No<br/>If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence.</p> <p>8. Attach as SCHEDULE TWO a list of similar current contracts which demonstrates your technical proficiency, each with contract amount, name and address of contracting party including a contact person and their phone number, character or type of work and percentage of completion.</p> <p>9. Attach as SCHEDULE THREE a list of similar contracts, each with contract amount, name of contracting party including a contact person and their phone number, character or type of work for similar contracts completed in the last five (5) years.</p> <p>10. In the last two (2) years have you ever been denied an award where you were selected? _____. If the answer is YES, attach as SCHEDULE FOUR the full particulars regarding each occurrence.</p> <p>11. Have you ever failed to complete, in the past five (5) years, any contract on which you were selected? _____. If the answer is YES, attach as SCHEDULE FIVE the full particulars regarding each occurrence.</p> <p>12. Have you had any litigation within the previous 5 years involving any current or former projects with clients or government agencies? If the answer is YES, attached as SCHEDULE SIX the findings of any litigation including the status of each case.</p> |               |
| <p>The above information is confidential and shall not be divulged to any unauthorized personnel.</p>   |               |
| <p>The undersigned certifies to the accuracy of all information:<br/>Name and title:<br/>Company:</p>   |               |
| _____<br>Authorized signature   | _____<br>Date |

## FORM 7

### ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

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#### ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Offeror:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

COUNCIL AGENDA: JULY 15, 2014

SUBJECT: AUTHORIZATION TO "PIGGY-BACK" ON EXISTING CONTRACT

SOURCE: Public Works Department – Field Services Division

COMMENT: At the August 6, 2013, meeting, Council authorized staff to purchase cold mix asphalt by "piggy-backing" on the existing Tulare County contract with Jaxson Enterprises that expired June 30, 2014.

After soliciting bids, Tulare County has awarded their FY 2014/2015 Cold Mix contract to Jaxson Enterprises, and staff is requesting authorization to "piggy-back" onto the new contract for the purchase of cold mix for the 2014/2015 FY Asphalt Overlay Program.

Funds for asphalt purchase are available in the 2014/2015 Asphalt Overlay Program budget.

RECOMMENDATION: That the City Council authorize the purchase of cold mix asphalt utilizing the existing contract between Tulare County and Jaxson Enterprises.

ATTACHMENT: County of Tulare Material Contract

P:\pubworks\General\Council\Authorization to Piggy-Back on Existing Contract - 2014-07-15.doc

Dir 386 Appropriated/Funded MB CM J

Item No. 12



## County of Tulare PURCHASING DEPARTMENT

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Courthouse Room 3, 221 So. Mooney Blvd., Visalia CA 93291-4593  
Telephone 559-636-5245 Fax 559-733-6759

June 3, 2014

Jaxon Enterprises,  
dba Deer Creek Asphalt  
Attn. Chris McNabb  
23351 Avenue 18 ½  
Madera, CA 93638

Email: [cmcnabb@jaxonaggregates.com](mailto:cmcnabb@jaxonaggregates.com)

SUBJECT: MATERIAL CONTRACT NO. 1247 – ½" COLD MIX MATERIAL- SOUTH COUNTY

Please print two (2) copies of the attached Material Contract No. 1247 for Cold Mix Material for your signature. Please sign and return all copies to the Purchasing Department by June 11, 2014, so we can finalize the contract. After the contract has been finalized a copy will be mailed to you.

Please call me at (559) 636-5245 if you have any questions regarding this contract.

Thank you,

A handwritten signature in cursive script that reads "Karla Doyer".

Karla Doyer  
Contract Coordinator





## County of Tulare PURCHASING DEPARTMENT

---

Courthouse Room 3, 221 So. Mooney Blvd., Visalia CA 93291-4593  
Telephone 559-636-5245 Fax 559-733-6759

June 3, 2014

Jaxon Enterprises,  
dba Deer Creek Asphalt  
Attn. Chris McNabb  
23351 Avenue 18 ½  
Madera, CA 93638

Email: [cmcnabb@jaxonaggregates.com](mailto:cmcnabb@jaxonaggregates.com)

SUBJECT: MATERIAL CONTRACT NO. 1247 - ½ " COLD MIX MATERIAL - SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 15-004 dated May 27, 2014 for the supplying of ½ " Cold Mix Material to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2014 and ending June 30, 2015.

PRICES: The prices as bid are to be the maximum charged for the period of the contract, subject to the Compensation adjustments for price index fluctuations - liquid asphalt, attached as **Exhibit A**. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

CASH DISCOUNT TERMS: 10% -30 days

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pick ups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

**CONTRACT NO. 1247**

1241600  
CONTRACT SUPPLIER: JAXON ENTERPRISES  
DBA DEER CREEK ASPHALT  
23351 AVENUE 18 ½  
MADERA, CA 93638  
BID NO. 15-004  
PHONE: 559 645-4411  
FAX: 559 645-4623  
EMAIL: [cmnabb@jaxonaggregates.com](mailto:cmnabb@jaxonaggregates.com)  
REMITTANCE: JAXON ENTERPRISES  
PO BOX 994248  
REDDING, CA 96099-4248  
PHONE: 530 241-2112  
SUBJECT: ½ " COLD MIX MATERIAL - SOUTH COUNTY  
COMMODITY CODE: 74514 ASPHALTIC CONCRETE, COLD LAID  
PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015  
DELIVERY: F.O.B. PLANT LOCATION  
TERMS: 10% - 30 DAYS  
SALES TAX: IN ADDITION TO PRICES SHOWN  
MINIMUM ORDER: 400 TONS  
PRICES: SEE EXHIBIT A – COMPENSATION ADJUSTMENTS FOR PRICE  
INDEX FLUCTUATIONS APPLY TO THIS CONTRACT

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**SPECIFICATIONS**

Plant Run Cold Mix – ½" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

**DELIVERIES:** Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

**GUARANTEE OF DELIVERY:** A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

**PRICES:** Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

DEER CREEK ASPHALT

CONTRACT NO. 1247

1/2" PLANT RUN COLD MIX with OIL:

\$ 54.50 PER TON

7,000 Tons total estimated quantity for South County through June 30, 2015.  
Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

Applicable Sales Tax in addition to the price indicated.

PLANT LOCATION/SHIPPING POINT:

27671 Avenue 120, Porterville, CA,  
Smara Mine ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville  
RMA Road Yard #2/3 Visalia  
RMA Road Yard #4, Dinuba  
RMA Road Yard #5, Terra Bella

## EXHIBIT A

### COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS - LIQUID ASPHALT

The compensation payable for liquid asphalt used in Plant Run Cold Mix (PRCM) will be increased or decreased in conformance with the provisions of this section for liquid asphalt price fluctuations exceeding 5 percent ( $lu/lb$  is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when PRCM is included in the monthly billing.

- A. Total monthly adjustment =  $AQ$ .
- B. For an increase in liquid asphalt price index exceeding 5 percent:

$$A = 0.90(lu/lb - 1.05) lb$$

- C. For a decrease in liquid asphalt price index exceeding 5 percent:

$$A = 0.90(lu/lb - 0.95) lb$$

- D. Where:

A = Adjustment in dollars per ton of liquid asphalt used to produce PRCM rounded to the nearest \$0.01.

$lu$  = The California Statewide Paving Asphalt Price index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was used.

$lb$  = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

$Q$  = Quantity in tons of liquid asphalt that was used in producing the monthly quantity of PRCM.

The adjustment in compensation will also be subject to the following:

- A. The Contractor shall be liable to the County for decreased compensation adjustments and the County may deduct the amount thereof for moneys due or that may become due the Contractor.
- B. Adjustment in compensation for liquid asphalt shall be the lowest amount of the following: 1) the actual amount used, 2) the calculated amount based on a percentage, as determined by the Engineer, of the total tonnage of PRCM.
- C. In the event of an overrun of contract time, adjustment in compensation for liquid asphalt during this overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the month in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by Caltrans using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, Caltrans will determine an Index from the remaining posted prices. Caltrans reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available at the Division of Engineering Services website:

[http://www.dot.ca.gov/hq/es/oe/asphalt\\_index/astable.html](http://www.dot.ca.gov/hq/es/oe/asphalt_index/astable.html)

The Contractor shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by Contractor by non-delivery of article(s) and or service(s) on or before the delivery date, the County may procure the article(s) and or service(s) from another source and may recover costs from Contractor. The Contractor may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to Contractor from the Contract information and or invoicing the Contractor upon notification of the default.

Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

**INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

**RENEWAL:** The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

**NON-FUNDING CLAUSE:** Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

**TERMINATION OF CONTRACT:** The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to **JUNE 30, 2015**. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

**GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.



HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

COUNTY OF TULARE

Date \_\_\_\_\_

By \_\_\_\_\_  
Purchasing Agent

ACCEPTED:

JAXON ENTERPRISES  
DBA DEER CREEK ASPHALT

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

SUBJECT: LABORATORY INSTRUMENT SERVICE CONTRACTS

SOURCE: Public Works Department – Field Services Division/ Laboratory

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

Inductively Coupled Plasma Instrument:  
Thermo Electron LLC \$8,536.00  
Contract period 7/14 to 6/15



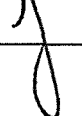
Gas Chromatography/Mass Spectrometry:  
Agilent Technologies \$6,636.00  
Contract period: 8/14 to 7/15

The service contract fees are paid from the laboratory operating budget.

RECOMMENDATION: That the City Council:

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

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Dir  Appropriated/Funded  CM 

Item No. 13

COUNCIL AGENDA: JULY 15, 2014

SUBJECT: AUTHORIZATION TO PURCHASE WATER SHARES AND/OR SURFACE WATER FOR GROUNDWATER RECHARGE

SOURCE: Public Works Department – Field Services Division

COMMENT: Previous City Councils have approved the purchasing of surface water shares when available from surrounding water entities to be used for groundwater recharge. Existing retention facilities and the Porter Slough are available for groundwater recharge.

The City currently owns 466 shares of Pioneer Water Company and would like to increase the City's holdings and water rights. In previous years, City Council has authorized City staff to bid on water shares being offered for sale by shareholders of the Pioneer Water Company (PWC).

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 companies and purchase surface water being offered for sale at his discretion. The City Water Fund has \$100,000 available for water purchases of this nature.

RECOMMENDATION: That City Council authorize the Public Works Director, at his discretion, to:

1. Purchase surface water for recharge, and
2. Purchase or bid on PWC or other water company shares in an amount not to exceed \$100,000.

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Dir BK Appropriated/Funded MP CM J

Item No. 14

SUBJECT: ASPHALT OVERLAY PROGRAM FOR 2014/2015

SOURCE: Public Works Department – Field Services Division

COMMENT: Staff is requesting the expenditure of \$482,609, which is in the 2014/2015 Annual Budget, and the re-appropriation of the remaining balance of the 2013/2014 budget for the Asphalt Overlay Maintenance Program.

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

1. Mathew Street from Olive Avenue to Orange Avenue
2. Main Street from Reid Avenue to City Limit
3. Second Street from Putnam Avenue to Oak Avenue
4. Third Street from Thurman Avenue to Putnam Avenue
5. Scranton Avenue from Westwood Street to West Road
6. Pioneer Avenue from Ohio Street to Villa Street
7. Esther Street from Vandalia Avenue to Mt. View Avenue
8. Mulberry Avenue from Belmont Street to Mathew Street
9. White Chapel Way from Westwood Street to east of Kings Cross Way
10. Salisbury Street from Olive Avenue to Tomah Avenue
11. Howland Street from Mulberry Avenue to City Limit

It should also be noted that this year's overlay program is scheduled to address the streets located in Annexation 459 and possibly 457. When the sewer construction project contractor completes all work, street segments within the current sewer annexations areas will receive overlays by City crews, on a case by case basis as approved by the Public Works Director.

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

RECOMMENDATION: That the City Council approve the 2014/2015 Asphalt Overlay Program authorizing expenditure of the budgeted funds.

ATTACHMENTS: Locator Maps

P:\pubworks\General\Council\Asphalt Overlay Program - 2014-07-15.doc

Dir BSC Appropriated/Funded MB CM J

Item No. 15

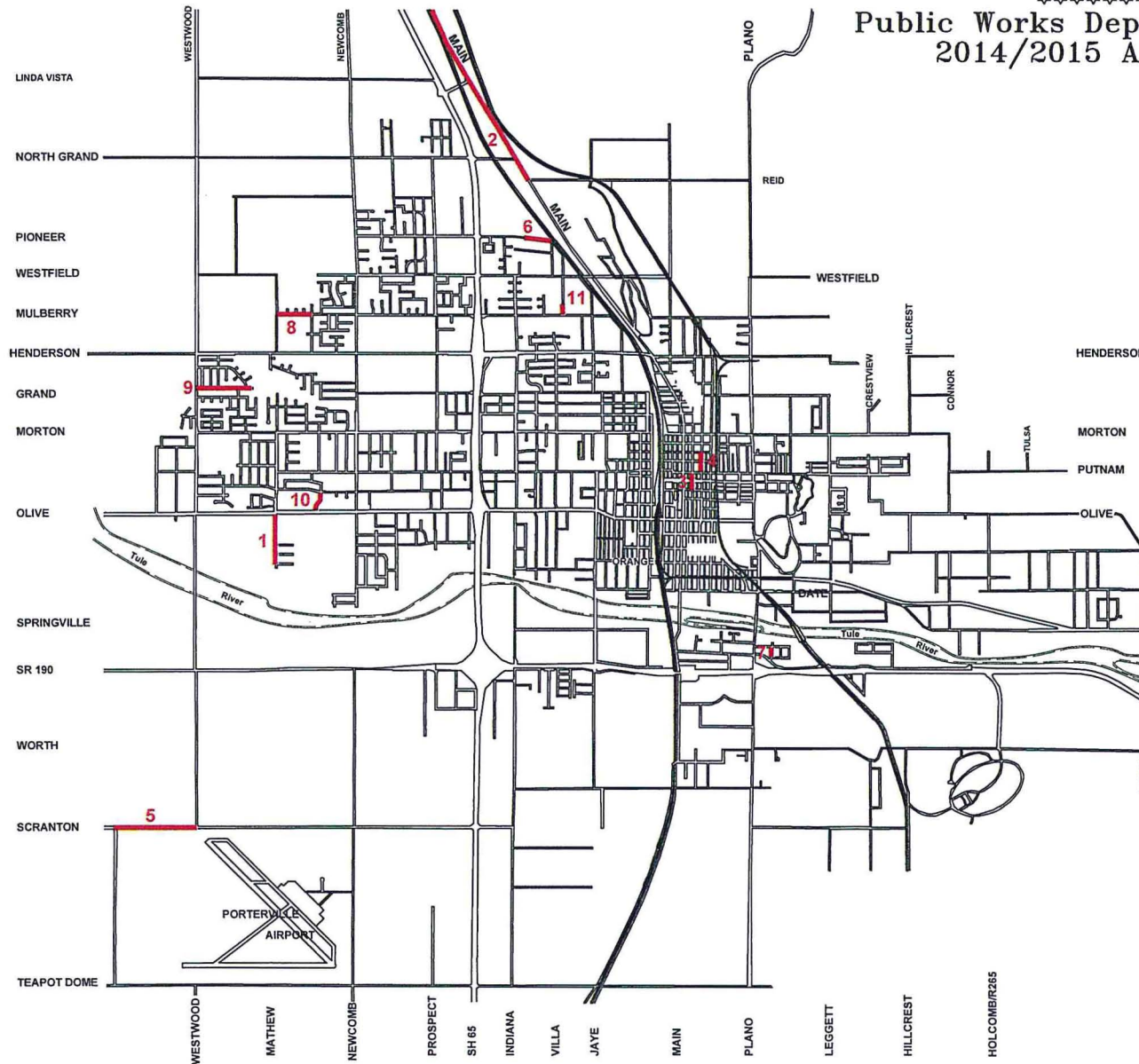


# City of Porterville

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## Public Works Dept. / Field Services Division

### 2014/2015 Asphalt Overlay Program



### L E G E N D

1. Mathew Street from Olive Avenue to Orange Avenue
2. Main Street from Reid Avenue to City Limits
3. Second Street from Putnam Avenue to Oak Avenue
4. Third Street from Thurman Avenue to Putnam Avenue
5. Scranton Avenue from Westwood Street to West Road
6. Pioneer Avenue from Ohio Street to Villa Street
7. Esther Street from Vandalia Avenue to Mtn. View Avenue
8. Mulberry Avenue from Belmont Street to Mathew Street
9. White Chapel Way from Westwood Street to east of Kings Cross Way
10. Salisbury Street from Olive Avenue to Tomah Avenue
11. Howland Street from Mulberry Avenue to City Limit

COUNCIL AGENDA: JULY 15, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – WAL-MART DISTRIBUTION AND CHILDREN'S HOSPITAL CENTRAL CALIFORNIA – NEON CITY 5K RUN – SEPTEMBER 13, 2014

SOURCE: Finance Department

COMMENT: Wal-Mart Distribution Center and Children's Hospital Central California are requesting approval to hold a 5K run on Saturday, September 13, 2014, from 7:30 p.m. to 9:00 p.m. This evening run will start at the Porterville Fairgrounds. Requested city street closure is West Street from W. Scranton Avenue to W. Edison Ct. Proceeds will benefit the Children's Hospital Central California.

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

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

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

D.D. MB Appropriated/Funded MB C.M. J Item No. 16

# CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?  
Application date: 6/10/14 6/9/14 Event date: 9/13/14  
Event time: 7:30 pm

Name of Event: Neon City Run

Sponsoring organization: Children's Hospital Central California  
Nat Mart D.C. Phone # 783-1109

Address: 1300 S. F St. Porterville CA

Authorized representative: Marcos Zuniga Phone # 559-719-7625

Address: 1905 Martinho Ave Tulare CA

Event chairperson: Marcos Zuniga Phone # 559-719-7625

Location of event Porterville Fairgrounds, Teapot Dome Ave,  
Porterville Sports Complex (Location map must be attached) W Scranton Ave, West St.

Type of event: 5K fun run/fund raiser for Children's  
hospital Central California

Non-profit organization status: 501 C 3 BL# 002901

(IRS Determination)

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

Barricades (quantity): N/A Street sweeping Yes      No X

Police protection Yes      No X Refuse pickup Yes      No X

Other:     

Parks facility application required: Yes      No X Attached     

Assembly permit required: Yes      No X Attached     

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

Appr. Deny

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



# CITY OF PORTERVILLE

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

### ***What constitutes a Community Civic Event?***

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

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


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

 Authorized Representative Initials


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

 Authorized Representative Initials


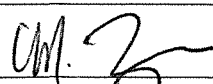

**Health permit:** Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

|   |  |   |
|---|--|---|
| <br>(Name of Organization) | <br>(Signature) | <br>(Date) |
|---|--|---|

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

Location: Porterville Fairgrounds Event date: 9/13/14 Event time: 7:30pm

[illegible]

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

# CITY OF PORTERVILLE

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

Name of event: Neon City Run

Sponsoring organization: Wal-Mart D.C.

Event date: 09/13/14 Hours: 7:30 pm - 9:00 pm

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

| Closed <span style="float: right;">W. Edison Ct</span> |                          |                     |                     |
|--|--------------------------|---------------------|---------------------|
| Street Name  | From                     | To                  | Activity            |
| West st.   | W. Scranton Ave          | <del>Ave. 128</del> | Neon City Run route |
| Ave. 128   | West st.                 | S. Westwood Rd      | Neon City Run route |
| → County Streets                                       |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
| Sidewalks  | From                     | To                  | Activity            |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |
| Parking lots and spaces                                | Location                 |                     | Activity            |
|  | Parking will be at the   |                     |                     |
|  | Porterville Fairgrounds. |                     |                     |
|  |                          |                     |                     |
|  |                          |                     |                     |

REQUIREMENTS FOR COMMUNITY CIVIC EVENT  
WAL-MART DISTRIBUTION CENTER  
CHILDREN'S HOSPITAL CENTRAL CALIFORNIA  
NEON CITY 5K RUN  
SEPTEMBER 13, 2014

Finance Director:  
*M. Bemis*

Public Works Director:  
*B. Rodriguez*

Community Development Manager:  
*J. Phillips*

Field Services Manager:  
*B. Styles*

If barricades are needed they may be may be obtained and returned at 555 N. Prospect Street.

Fire Chief:  
*G. Irish*

No comment.

Parks and Leisure Services Director:  
*D. Moore*

No vehicles to be parked on grass. Any set up at the Sports Complex may commence after soccer games have concluded. Event staff will need to be cognizant of football game/spectators present during the event. Traffic control/safety must be addressed in the south access road and east parking lot of the Sports Complex.

Police Captain:  
*D. Haynes*

See Conditions/Requirements for Special Event in Exhibit B.

Administrative Services Director:  
*P. Hildreth*

In addition to the insurance requirements, Risk Management requires all participants sign a waiver of liability releasing the City. Minor Participants must have parents sign a waiver for them also, with slightly different language.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Wal-Mart Distribution Center and Children's Hospital Central  
California  
Event: Neon City 5K Run  
Event Chairman: Marcos Zuniga  
Location: Porterville Fairgrounds  
Date of Event: September 13, 2014  
Time of Event: 7:30 p.m. to 9:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

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

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

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

# **CITY OF PORTERVILLE**

## **Community Civic Event Application**

**Neon City Run, Sept. 13, 2014**

### Proposed Conditions/Requirements/Recommendations:

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

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

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



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

- 1 Name and home address of the applicant: Marcos Zuniga
- 2 Address where amplification equipment is to be used: 2700 W. Teapot Dome Ave Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Rene Velarde, 1300 S. T St. Porterville CA.
- 4 Type of event for which amplification equipment will be used: Neon City Run
- 5 Dates and hours of operation of amplification equipment: 9/13/14 from 7:30 pm to 11:30 pm.
- 6 A general description of the sound amplifying equipment to be used: General D.J. speakers

**Section 18-9**

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

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

(Ord. Code § 6311)

**Section 18-14**

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

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

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

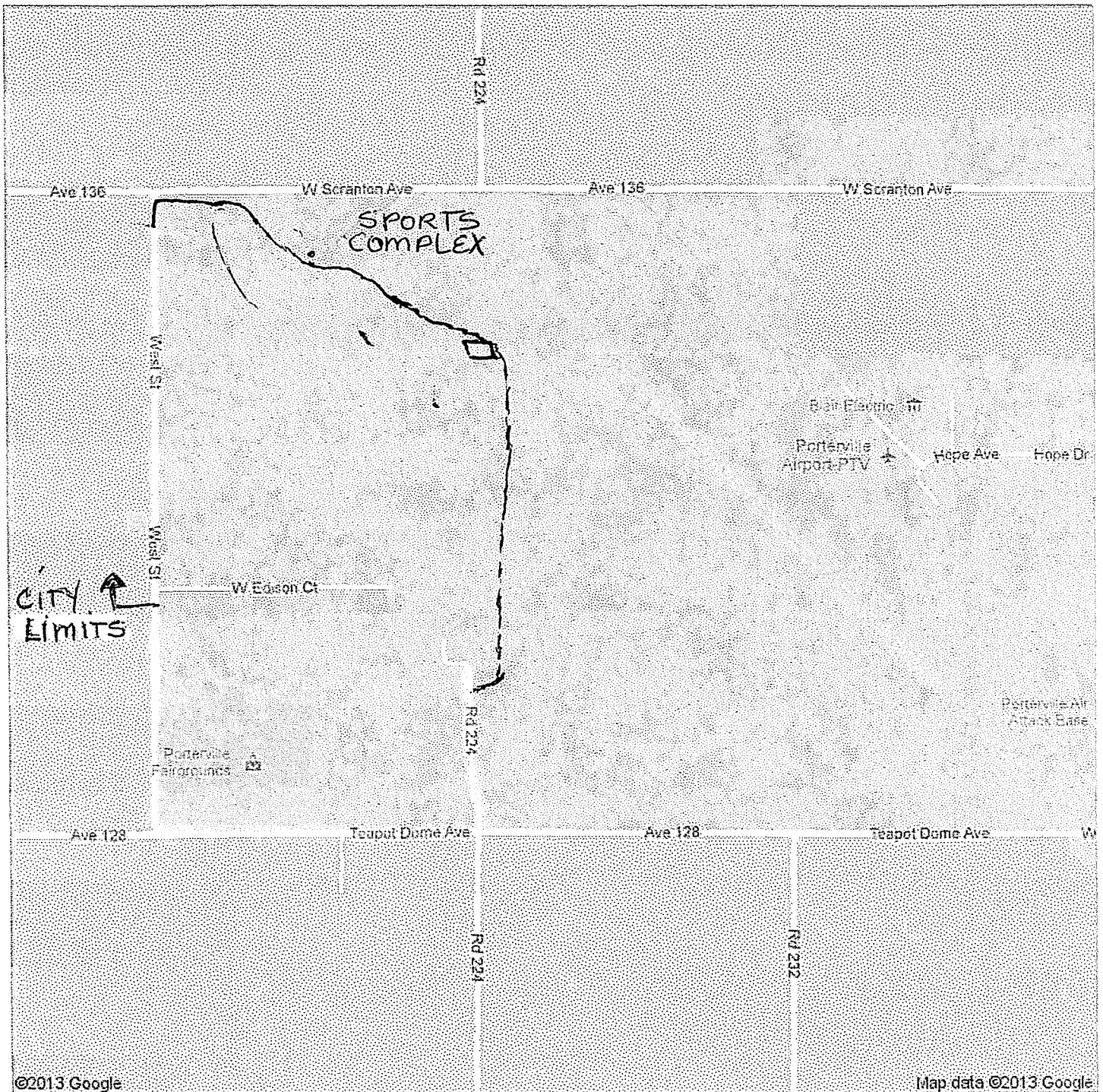
[Signature]  
Signature of Applicant

6/10/14  
Date

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

[Signature]  
City of Porterville, Chief of Police Designee

6-17-14  
Date







# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
09/11/2013

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

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

|   |      |  |  |
|---|------|--|--|
| <b>PRODUCER</b><br>Marsh USA, Inc.<br>1186 Avenue of the Americas<br>New York, NY 10036<br>Attn: Walmart.certrequest@Marsh.com      |      | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |  |
| J48574-G A-WC-13-14   | 6021 | EVENT  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Union Fire Insurance Company<br><b>INSURER B:</b> N/A<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br>WAL-MART STORES, INC.<br>Its Subsidiaries and Its Affiliates<br>702 Southwest 8th Street<br>Bentonville, AR 72716 |      |  | <b>NAIC #</b><br>19445<br>N/A  |

**COVERAGES** **CERTIFICATE NUMBER:** NYC-006650178-04 **REVISION NUMBER:** 2

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER                      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|------------------------------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b>   |                    | 5302847                            | 09/15/2013              | 09/15/2014              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ NIL<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    | \$1,000,000 Self-Insured Retention |                         |                         |  |
|          | <b>AUTOMOBILE LIABILITY</b>  |                    |                                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                    |                                    |                         |                         |  |
|          | <b>UMBRELLA LIAB</b>   |                    |                                    |                         |                         | EACH OCCURRENCE \$   |
|          | <b>EXCESS LIAB</b>   |                    |                                    |                         |                         | AGGREGATE \$   |
|          | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |                    |                                    |                         |                         |  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |                    |                                    |                         |                         | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N                | N/A                                |                         |                         |  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE. STORE #6021, 1300 SOUTH F STREET, PORTERVILLE, CA 93257; CMN FUND-RAISER - NEON CITY RUN THROUGH 9/21/2013; AVENUE 128/TEAPOT DOME AVENUE - ROAD 224 - WEST STREET  
 COUNTY OF TULARE AND CITY OF PORTERVILLE ARE ADDITIONAL INSURED, ATIMA, WHERE REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

**AUTHORIZED REPRESENTATIVE**  
 of Marsh USA Inc.

Laura Quackenbush

*Laura Quackenbush*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT**

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

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

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

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

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

COUNCIL AGENDA – JULY 15, 2014

SUBJECT: AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN –  
PORTERVILLE SAFETY SUPPORT UNIT


SOURCE: ADMINISTRATIVE SERVICES DEPT./ HUMAN RESOURCES

COMMENT: The City and Porterville Safety Support Unit (PSSU) previously entered into a Memorandum of Understanding (MOU) covering the period between July 1, 2011 and June 30, 2014. The MOU provided the City with the right to re-open negotiations on the July 1, 2014 salary increase if certain revenue thresholds had not been met. The City duly exercised its right to re-open, negotiators for the City have met and conferred with PSSU representatives, and the parties have reached an agreement on modifications to the existing MOU.

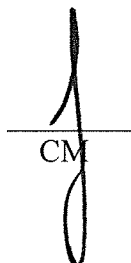
City Council acceptance and approval of a Memorandum of Understanding is most commonly demonstrated by Council authorization, via resolution, to change or amend, when applicable, those documents as are necessarily known to implement the points of agreement contained in the Memorandum of Understanding.

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

ATTACHMENT: Draft Resolution

  
Dir.

  
Approp./  
Funded

  
CM

Item No. 17

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

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

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

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

WHEREAS, the City exercised its right to re-open negotiations with the Porterville Safety Support Unit (PSSU) pertaining to the July 1, 2014 salary increase; and

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

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

I. SALARIES

Effective July 1, 2014, PSSU employees shall receive a one percent (1%) salary increase.

II. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

Effective July 1, 2014, PSSU employees shall pay an additional 1% towards the PERS employer contribution rate.

III. CONTINUING BENEFITS

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

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2014.

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

ATTEST:

John D. Lollis, City Clerk

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

COUNCIL AGENDA: July 15, 2014

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

SOURCE: Administration

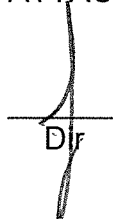

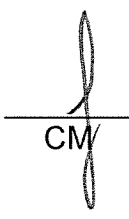
COMMENT: In its adoption of the Resolution of Local Emergency on December 26, 2013, the City Council declared the existence of a local emergency as a result of a significant fire event that occurred at the Porterville Hotel (14 N. Main Street) during the early morning hours of December 26, 2013, and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

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

The property owner has continued his coordination with his insurance company toward the removal of the existing debris, as well as paying the costs of mitigation from December 26, 2013. The property owner solicited bids from qualified contractors, with his selection of local firm Valley Cleaning & Restoration, Inc. (VCR) as the lowest bidding contractor. VCR began the debris removal on Monday, May 5, 2014, with the removal of debris certified as complete on July 3, 2014. Accordingly, the local emergency designation should be considered concluded.

RECOMMENDATION: That the Council receive the status report, and approve the conclusion of the designated local emergency.

ATTACHMENT: None

    
Dir App/Fund CM

Item No. 18

RECOMMENDATION:

That the Council:

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

ATTACHMENT: None

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

SOURCE: Administration

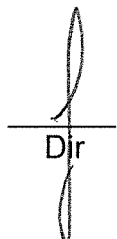
COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8630 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination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

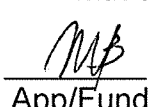
Since its last review on July 1, 2014, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of \$361,750 in damage repair projects were defined and accepted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

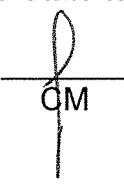
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue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

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

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

  
Dir

  
App/Fund

  
GM

Item No. 19



PUBLIC HEARING

**SUBJECT:** LANDSCAPE & LIGHTING DISTRICTS ANNUAL ASSESSMENTS

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** The City has created sixty-four Landscape and Lighting Maintenance Districts (LLMDs) since 1989. The original District had seventeen annexed areas for new developments in addition to the original area. Since 1996 new Districts have been formed for each new development, representing Districts 2 through 46.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. At the June 17, 2014 meeting, the City Council preliminarily approved the annual Engineer's Report, which indicates the proposed assessments for the 2014-2015 Fiscal Year. The assessments, once approved by the City Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare. The assessment process must be fully filed with the County by August 11, 2014 in order to be placed upon the tax rolls.

The Engineer's Report provides the financial detail on each district. In an effort to better facilitate the needs of the district, staff has been analyzing fund balances and deficits of each district as well as projected expenditures and reserves. Based on the analysis, staff was able to determine that not all districts will be assessed this fiscal year. These fund balances will be reviewed on a yearly basis to determine funding needs for maintenance, as well as determining assessment requirements. Staff also continues to look at more district consolidation possibilities like the recent Porter Creek (A3), Creekview (D6), and North Creek (D2) consolidation that was passed at the April 15, 2014 City Council meeting.

21 Director

MB

Appropriated/Funded

1

City Manager

ITEM NO.: 20

**RECOMMENDATIONS:** That the City Council:

1. Conduct a public hearing on the 2014-2015 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2014-2015 Fiscal Year.

**ATTACHMENTS:** Resolution  
Engineer's Report

**RESOLUTION NO.: -2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR 2014-2015 FISCAL YEAR**

**WHEREAS**, the City Council of the City of Porterville did on the 17<sup>th</sup> day of June, 2014 adopt its Resolution of Intention No. 36-2014 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 36-2014 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Porterville as follows:

**SECTION 1. IT IS HEREBY RESOLVED** by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 36-2014 be done and made; and

**SECTION 2. BE IT FURTHER RESOLVED** that the report filed by the Engineer is hereby finally approved; and

**SECTION 3. BE IT FURTHER RESOLVED** that the assessments for fiscal year 2014-2015 and method of assessment in the Engineer's Report are hereby approved; and

**SECTION 4. BE IT FINALLY RESOLVED** that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

**APPROVED, PASSED AND ADOPTED** this 15<sup>h</sup> day of July, 2014

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Milt Stowe, Mayor

**ATTEST:**

John D. Lollis, City Clerk

By:

---

Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE, CALIFORNIA  
ENGINEER'S REPORT FOR  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS  
2014-2015 FISCAL YEAR**

**SECTION 1. Authority for Report**

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

**SECTION 2. General Description**

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

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough.
3. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street
4. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
5. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way and Mulberry Avenue.
6. District No. 2 = North Creek Estates Located on Westwood north of Westfield.
7. District No. 4 = River Springs Phase 1 Subdivision located along Newcomb Street.
8. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.
9. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough.
10. District No. 12 = Westwood Estates, Unit 5, Phase 2, located on Henderson Avenue and Brandy Way.
11. District No. 18 = Ohio North Subdivision located on Ohio Way Street.
12. District No. 20 = West View Place Subdivision located on Median Avenue.

13. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.
14. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues.
15. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street.

### **SECTION 3. Plans and Specifications**

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

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

### **SECTION 4. Improvements**

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

### **SECTION 5. Estimated Maintenance Costs**

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

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

The assessments include costs accumulated to date and estimated costs for the 2014-2015 fiscal year for Landscape and Lighting District No. 1, including Annexations 2 through 5, and 14 and Districts 2, 4, 5, 6, 12, 18, 20, 24, 31 and 35.

### **SECTION 6. Assessment Diagram**

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

## **SECTION 7. Assessment**

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

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

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

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

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

|  |
|--|
| <p style="text-align: center;">Westwood Estates - Districts 1, 12 and Annexation 5<br/> 2014-2015 Fiscal Year<br/> Maximum Assessment \$1,001.39</p> |
|--|

*Estimated Accumulated Costs 2013-2014* \$ 21,394.29

|                        |             |                            |
|------------------------|-------------|----------------------------|
| Maintenance: lighting: | 47,462      | sq.ft. of landscaping area |
| Project Management,    | 207         | lots                       |
| Fund Balance:          | \$ 3,747.06 |                            |

|  |                                  |   |              |                     |
|--|----------------------------------|---|--------------|---------------------|
|  |                                  |   |              | Formula             |
| 1. Landscape/Tree Maintenance                                      | 47,462                           | @ | 0.17 =       | \$ 8,068.54         |
| 2. Graffiti Maintenance  | 47,462                           | @ | 0.02 =       | \$ 949.24           |
| 3. Postage   | 47,462                           | @ | 0.005 =      | \$ 237.31           |
| 4. Utilities   | 47,462                           | @ | 0.12 =       | \$ 5,695.44         |
| 5. Printing  | 47,462                           | @ | 0.005 =      | \$ 237.31           |
| 6. Repair/Maintenance  | 47,462                           | @ | 0.02 =       | \$ 949.24           |
|  |                                  |   | \$ 0.34      | \$ 16,137.08        |
| Maintenance  | 47,462                           | x | 0.34 =       | \$ 16,137.08        |
| Administrative Fee   | \$ 16,137.08                     | x | \$0.10 =     | \$ 1,613.71         |
| County Fee   | 207 lots                         | @ | 1.00/per lot | \$ 207.00           |
| Reserves   | 15% of total cost of maintenance |   |              | \$ 2,420.56         |
| Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit |                                  |   |              | \$ -                |
|  |                                  |   |              | <u>\$ 20,378.35</u> |

**Estimated Cost Per Year**  $\frac{\$ 20,378.35}{207} =$  **\$ 98.44**

**Current Assessment**  $\frac{\$ 20,378.35}{207}$  **\$ 98.44**

**New Assessment**  $\frac{\$ 20,378.35}{207} =$  **\$ 98.44**

Annex. 3 Porter Creek, Dist. 2 North Creek, Dist. 6 Creekview  
Fiscal Year 2014-2015

|  |              |
|--|--------------|
| <i>Estimated Accumulated Costs 2013-2014</i> | \$ 27,728.08 |
|--|--------------|

|                     |              |                                |
|---------------------|--------------|--------------------------------|
| Maintenance:        | 125,477      |                                |
| Project Management: | 297          | lots,lighting 5 lumens @ 5,800 |
| Fund Balance:       | \$ 19,562.97 |                                |

## Maintenance

|                               |         |      |                |           |                  |
|-------------------------------|---------|------|----------------|-----------|------------------|
| 1. Landscape/Tree Maintenance | 125,477 | @ \$ | 0.125 =        | \$        | 16,939.40        |
| 2. Graffiti Maintenance       | 125,477 | @ \$ | 0.02 =         | \$        | 1,254.77         |
| 3. Postage                    | 125,477 | @ \$ | 0.005 =        | \$        | 627.39           |
| 4. Utilities                  | 125,477 | @ \$ | 0.06 =         | \$        | 7,528.62         |
| 5. Printing                   | 125,477 | @ \$ | 0.005 =        | \$        | 627.39           |
| 6. Repair/Maintenance         | 125,477 | @ \$ | 0.01 =         | \$        | 1,254.77         |
|                               |         |      | <u>0.225 =</u> | <u>\$</u> | <u>28,232.33</u> |

|  |   |              |                    |           |                  |
|--|---|--------------|--------------------|-----------|------------------|
| Maintenance  | x | 125,477      | 0.225 =            | \$        | 28,232.33        |
| Administrative   | @ | \$ 28,232.33 | x \$0.10 =         | \$        | 2,823.23         |
| County Fee   | @ | 297 lots     | @ \$1.00/per lot = | \$        | 297.00           |
| Reserves 15% of total cost of maintenance                          |   |              | =                  | \$        | 4,234.84         |
| Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit |   |              | =                  |           | 0                |
|  |   |              | <b>Total</b>       | <b>\$</b> | <b>35,587.40</b> |

|                                |                     |                 |
|--------------------------------|---------------------|-----------------|
| <b>Estimated Cost Per Year</b> | <b>\$ 35,587.40</b> | <b>\$119.82</b> |
|--------------------------------|---------------------|-----------------|

|                       |                     |                 |
|-----------------------|---------------------|-----------------|
| <b>New Assessment</b> | <b>\$ 35,587.40</b> | <b>\$119.82</b> |
|-----------------------|---------------------|-----------------|



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

*Estimated Accumulated Costs 2013-2014*                      \$                      4,546.59

|  |             |                             |                |   |              |
|--|-------------|-----------------------------|----------------|---|--------------|
| Maintenance:   | 22,100      | sq. ft. of landscaping area |                |   |              |
| Project Management:  | 22          | lots                        |                |   |              |
| Fund Balance:  | \$ 4,156.99 |                             |                |   |              |
| 1. Landscape   | 22,100      | @                           | \$ 0.190       | = | \$ 4,199.00  |
| 2. Graffiti Maintenance  | 22,100      | @                           | \$ 0.030       | = | \$ 663.00    |
| 3. Tree Maintenance  | 22,100      | @                           | \$ 0.160       | = | \$ 3,536.00  |
| 4. Postage   | 22,100      | @                           | \$ 0.005       | = | \$ 110.50    |
| 5. Utilities   | 22,100      | @                           | \$ 0.040       | = | \$ 884.00    |
| 6. Printing  | 22,100      | @                           | \$ 0.005       | = | \$ 110.50    |
| 7. Repair/Maintenance  | 22,100      | @                           | \$ 0.020       | = | \$ 442.00    |
|  |             |                             | \$ 0.450       | = | \$ 9,945.00  |
| Maintenance  | 22,100      | x                           | \$ 0.45        | = | \$ 9,945.00  |
| Administrative Fee   | \$ 9,945.00 | x                           | \$0.10         |   | \$ 994.50    |
| County Fee   | 22 lots     | x                           | \$1.00/per lot |   | \$ 22.00     |
| Reserves 15% of total cost of maintenance                          |             |                             |                |   | \$ 1,491.75  |
| Eliminate deficit fund balance over 10 years - 10% of fund deficit |             |                             |                |   | \$ -         |
|  |             |                             |                |   | \$ 12,453.25 |

FORMULA FOR ASSESSMENT

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

L = Number of lots

F = Assessment for remainder parcel

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

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

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

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

|   |
|---|
| <p align="center">Annexation No. 4 - La Vida Park<br/> Fiscal Year 2014-2015<br/> Maximum Assessment \$2,469.42</p> |
|---|

*Estimated Accumulated Costs 2013-2014* \$ 1,375.37

|                     |             |  |
|---------------------|-------------|--|
| Maintenance:        | 3,790       | sq.ft. of landscaping area, 437 feet of wall |
| Project Management, | 17          | lots   |
| Fund Balance:       | \$ 1,720.56 |  |

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

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

|                                |                      |           |
|--------------------------------|----------------------|-----------|
| <b>Estimated Cost Per Year</b> | \$ <u>3,570.13</u> = | \$ 210.01 |
|                                | 17                   |           |

|                           |                      |           |
|---------------------------|----------------------|-----------|
| <b>Current Assessment</b> | \$ <u>2,469.42</u> = | \$ 145.26 |
|                           | 17                   |           |

|                       |                      |           |
|-----------------------|----------------------|-----------|
| <b>New Assessment</b> | \$ <u>2,469.42</u> = | \$ 145.26 |
|                       | 17                   |           |

|   |
|---|
| <p align="center">Annexation No. 14 - Wisconsin Manor 1 Subdivision<br/> Fiscal Year 2014-2015<br/> Maximum Assessment \$1,824.69</p> |
|---|

*Estimated Accumulated Costs 2013-2014* \$ 1,038.18

Maintenance: 3,030 sq.ft. of landscaping area  
Project Management, 8 lots  
Fund Balance: \$ (2,798.12)

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

|  |                                  |              |                    |
|--|----------------------------------|--------------|--------------------|
| Maintenance  | 3030                             | x \$ 0.750 = | \$ 2,272.50        |
| Administrative Fee   | \$ 2,272.50                      | x \$0.10     | \$ 227.25          |
| County Fee   | 8 lots @ \$1.00/per lot          |              | \$ 8.00            |
| Reserves   | 15% of total cost of maintenance |              | \$ 340.88          |
| Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit |                                  |              | \$ 279.81          |
|  |                                  |              | <u>\$ 3,128.44</u> |

**Estimated Cost Per Year** \$ 3,128.44 = \$ 391.05  
8

**Current Assessment** \$ 1,824.69 = \$ 228.09  
8

**New Assessment** \$ 1,824.69 = \$ 228.09  
8

District No. 4 - River Springs Phase 1 Subdivision  
 Approved CPI 2003 (Adjusted 2003)  
 Maximum Assessment \$3,134.58

*Estimated Accumulated Costs 2013-2014* \$ 1,124.19

|                     |           |                             |
|---------------------|-----------|-----------------------------|
| Maintenance:        | 2,100     | sq. ft. of landscaping area |
| Project Management, | 51        | lots                        |
| Fund Balance:       | \$ 730.64 |                             |

|                         |       |   |       |   | Formula                |
|-------------------------|-------|---|-------|---|------------------------|
| 1. Landscape            | 2,100 | @ | 0.38  | = | \$ 798.00 /sf          |
| 2. Graffiti Maintenance | 2,100 | @ | 0.09  | = | \$ 189.00 /sf          |
| 3. Tree Maintenance     | 2,100 | @ | 0.152 | = | \$ 319.20 /sf          |
| 4. Postage              | 2,100 | @ | 0.025 | = | \$ 52.50 /sf           |
| 5. Utilities            | 2,100 | @ | 0.25  | = | \$ 525.00 /sf          |
| 6. Printing             | 2,100 | @ | 0.09  | = | \$ 189.00 /sf          |
| 7. Repair/Maintenance   | 2,100 | @ | 0.03  | = | \$ 63.00 /sf           |
|                         |       |   | 1.017 | = | <u>\$ 2,135.70 /sf</u> |

|  |                                  |        |   |              |   |                    |
|--|----------------------------------|--------|---|--------------|---|--------------------|
| Maintenance  | 2,100                            | sq.ft. | x | 1.017        | = | \$ 2,135.70        |
| Administrative Fee   | \$ 2,135.70                      |        | @ | 10%          | = | \$ 213.57          |
| County Fee   | 51 lots                          |        | @ | 1.00/per lot | = | \$ 51.00           |
| Reserves   | 15% of total cost of maintenance |        |   |              |   | \$ 320.36          |
| Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit |                                  |        |   |              |   | \$ -               |
|  |                                  |        |   |              |   | <u>\$ 2,720.63</u> |

Estimated Cost Per Year: \$ 2,720.63 = \$ 53.34  
51

Current Assessment \$ 2,719.14 = \$ 53.31  
51

New Assessment \$ 2,720.63 = \$ 53.31  
51

# District No. 5 Castle Woods Phase 2 Subdivision

Fiscal Year 2014-2015

Maximum Assessment \$1,021.48

Approved CPI 2002 ( Adjusted 2008)

*Estimated Accumulated Costs 2013-2014* \$ 1,312.69

Maintenance: 1,715 sq.ft. of landscaping area

Project Management: 25 lots

Fund Balance: \$ (3,541.46)

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

|  |             |   |              |   |    |          |
|--|-------------|---|--------------|---|----|----------|
| Maintenance  | 1,715       | x | 0.75         | = | \$ | 771.75   |
| Administrative Fee   | \$ 1,286.25 | x | 0.10         |   | \$ | 128.63   |
| County Fee   | 25 lots     | x | 1.00/per lot |   | \$ | 19.00    |
| Reserves 15% of total cost of maintenance                          |             |   |              |   | \$ | 192.94   |
| Eliminate deficit fund balance over 10 years - 10% of fund deficit |             |   |              |   | \$ | 354.14   |
|  |             |   |              |   | \$ | 1,466.45 |

**Estimated Cost Per Year**  $\frac{\$ 1,466.45}{25} = \$ 58.66$

**Current Assessment**  $\frac{\$ 1,004.41}{25} = \$ 40.18$

**New Assessment**  $\frac{\$ 1,004.41}{25} = \$ 40.18$

District No. 18 - Ohio North Subdivision

Fiscal Year 2014-2015

Maximum Assessment \$190.26

*Estimated Accumulated Costs 2013-2014* \$ 119.74

Maintenance: lighting                      2                      @ 5,800 lumens each  
 Project Management:                      10                      lots  
 Fund Balance:                      \$                      (201.80)

|              |                  |   |          |   |      |    |        |
|--------------|------------------|---|----------|---|------|----|--------|
| 1. Utilities | 2 @ 5,800 lumens | @ | \$104.16 | = | each | \$ | 208.32 |
| 2. Postage   | 10               | @ | \$1.00   | = |      | \$ | 10.00  |
| 3. Printing  | 1                | @ | \$60.00  | = |      | \$ | 60.00  |
|              |                  |   |          |   |      | \$ | 278.32 |

|  |    |         |   |              |   |        |          |
|--|----|---------|---|--------------|---|--------|----------|
| Maintenance  | \$ | 278.32  | x | 1            | = | \$     | 278.32   |
| Administrative Fee   | \$ | 278.32  | x | 0.10         |   | \$0.10 | \$ 27.83 |
| County Fee   |    | 10 lots | x | 1.00/per lot |   | \$1.00 | \$ 10.00 |
| Reserves 15% of total cost of maintenance                          |    |         |   |              |   | \$     | 41.75    |
| Eliminate deficit fund balance over 10 years - 10% of fund deficit |    |         |   |              |   | \$     | 20.18    |
|  |    |         |   |              |   | \$     | 378.08   |

|                                |           |               |          |  |           |              |
|--------------------------------|-----------|---------------|----------|--|-----------|--------------|
| <b>Estimated Cost Per Year</b> | <b>\$</b> | <b>378.08</b> | <b>=</b> |  | <b>\$</b> | <b>37.81</b> |
|                                |           | <b>10</b>     |          |  |           |              |

|                           |           |               |          |  |           |              |
|---------------------------|-----------|---------------|----------|--|-----------|--------------|
| <b>Current Assessment</b> | <b>\$</b> | <b>190.26</b> | <b>=</b> |  | <b>\$</b> | <b>19.02</b> |
|                           |           | <b>10</b>     |          |  |           |              |

|                       |           |               |          |  |           |              |
|-----------------------|-----------|---------------|----------|--|-----------|--------------|
| <b>New Assessment</b> | <b>\$</b> | <b>190.26</b> | <b>=</b> |  | <b>\$</b> | <b>19.02</b> |
|                       |           | <b>10</b>     |          |  |           |              |

|   |
|---|
| District No. 20 - West View Place Subdivision<br>Fiscal Year 2014-2015<br>Maximum Assessment \$280.32 |
|---|

|  |    |        |
|--|----|--------|
| <i>Estimated Accumulated Costs 2013-2014</i> | \$ | 180.04 |
|--|----|--------|

|                       |    |   |                   |  |
|-----------------------|----|---|-------------------|--|
| Maintenance: lighting | 3  | @ | 5,800 lumens each |  |
|                       | 1  | @ | 9,500 lumens each |  |
| Project Management:   | 10 |   | lots              |  |
| Fund Balance:         | \$ |   | 224.11            |  |

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

|  |    |         |   |                |   |    |        |
|--|----|---------|---|----------------|---|----|--------|
| Maintenance  | \$ | 513.67  | x | 1              | = | \$ | 513.67 |
| Administrative Fee   | \$ | 513.67  | x | 0.10           |   | \$ | 51.37  |
| County Fee   |    | 10 lots | x | \$1.00/per lot |   | \$ | 10.00  |
| Reserves 15% of total cost of maintenance                          |    |         |   |                |   | \$ | 77.05  |
| Eliminate deficit fund balance over 10 years - 10% of fund deficit |    |         |   |                |   | \$ | -      |
|  |    |         |   |                |   | \$ | 652.09 |

|                                |    |        |   |    |       |
|--------------------------------|----|--------|---|----|-------|
| <b>Estimated Cost Per Year</b> | \$ | 652.09 | = | \$ | 65.21 |
|                                |    | 10     |   |    |       |

|                           |    |        |   |    |       |
|---------------------------|----|--------|---|----|-------|
| <b>Current Assessment</b> | \$ | 265.74 | = | \$ | 26.56 |
|                           |    | 10     |   |    |       |

|                       |    |        |   |    |       |
|-----------------------|----|--------|---|----|-------|
| <b>New Assessment</b> | \$ | 265.74 | = | \$ | 26.56 |
|                       |    | 10     |   |    |       |

|  |
|--|
| <p>District No. 24 - Orchard Ridge Phase 8</p> <p>Fiscal Year 2014-2015</p> <p>Maximum Assessment \$2,607.14</p> |
|--|

|  |    |          |
|--|----|----------|
| <i>Estimated Accumulated Costs 2013-2014</i> | \$ | 2,872.32 |
|--|----|----------|

|                     |                                  |
|---------------------|----------------------------------|
| Maintenance:        | 3,538 sq.ft. of landscaping area |
| Project Management: | 44 lots                          |
| Fund Balance:       | \$ (11,016.90)                   |

|                         |       |      |       |   |    |          |
|-------------------------|-------|------|-------|---|----|----------|
| 1. Landscape            | 3,538 | @ \$ | 0.190 | = | \$ | 672.22   |
| 2. Graffiti Maintenance | 3,538 | @ \$ | 0.090 | = | \$ | 318.42   |
| 3. Tree Maintenance     | 3,538 | @ \$ | 0.150 | = | \$ | 530.70   |
| 4. Postage              | 3,538 | @ \$ | 0.020 | = | \$ | 70.76    |
| 5. Utilities            | 3,538 | @ \$ | 0.250 | = | \$ | 884.50   |
| 6. Printing             | 3,538 | @ \$ | 0.020 | = | \$ | 70.76    |
| 7. Repair/Maintenance   | 3,538 | @ \$ | 0.030 | = | \$ | 106.14   |
|                         |       | \$   | 0.750 | = | \$ | 2,653.50 |

|  |             |   |              |   |    |          |
|--|-------------|---|--------------|---|----|----------|
| Maintenance  | 3,538       | x | 0.75         | = | \$ | 1,592.10 |
| Administrative Fee   | \$ 2,653.50 | x | 0.10         |   | \$ | 265.35   |
| County Fee   | 44 lots     | x | 1.00/per lot |   | \$ | 44.00    |
| Reserves 15% of total cost of maintenance                          |             |   |              |   | \$ | 398.02   |
| Eliminate deficit fund balance over 10 years - 10% of fund deficit |             |   |              |   | \$ | 1,101.69 |
|  |             |   |              |   | \$ | 3,401.16 |

**Estimated Cost Per Year**     \$ 3,401.16 =     \$     77.30  
44

**Current Assessment**     \$ 2,607.14 =     \$     59.26

44

**New Assessment**      \$ 2,607.14 =      \$ 59.26  
44



District No. 31 Williams Ranch Phase 2 & 3 Subdivision  
 Fiscal Year 2014-2015  
 Approved CPI 2006 (Adjusted 2006)  
 Maximum Assessment \$2,303.51

*Estimated Accumulated Costs 2013-2014*
\$
4,093.47

|                     |               |  |
|---------------------|---------------|--|
| Maintenance:        | 6,512         | sq.ft. of landscaping area, 437 feet of wall |
| Lighting:           | 24            | ea @ 5,800 lumens, 2 ea. @ 16,000 lumens     |
| Project Management, | 85            |  |
| Fund Balance:       | \$ (7,130.43) |  |

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

|  |             |              |                    |
|--|-------------|--------------|--------------------|
| Maintenance  | 6,512       | x \$ 0.485 = | \$ 3,158.32        |
| Administrative Fee   | \$ 3,158.32 | x \$ 0.10    | \$ 315.83          |
| County Fee   | 85 lots     | @ \$ 1.00    | \$ 85.00           |
| Reserves 15% of total cost of maintenance                          |             |              | \$ 473.75          |
| Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit |             |              | \$ 713.04          |
|  |             |              | <u>\$ 4,745.94</u> |

|                         |                            |          |
|-------------------------|----------------------------|----------|
| Estimated Cost Per Year | $\frac{\$ 4,745.94}{85} =$ | \$ 55.83 |
|-------------------------|----------------------------|----------|

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

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

District 35 - Meadow Breeze Ph. 2  
Fiscal Year 2014-2015  
Maximum Assessment \$1,001.39

*Estimated Accumulated Costs 2013-2014* \$ 749.67

Maintenance: lighting: 9 lumens @ 5,800 each  
Project Management, 44 lots  
Fund Balance: \$ 279.18

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

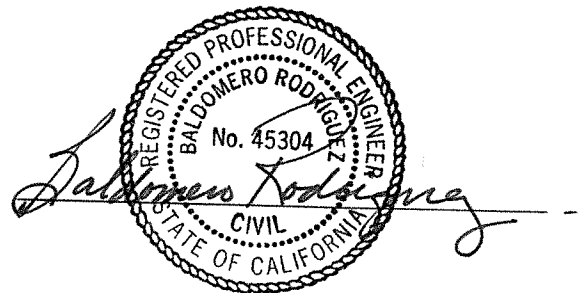
|  |             |      |        |                    |
|--|-------------|------|--------|--------------------|
| Maintenance  | 1,081       | x 1  |        | \$ 1,081.44        |
| Administrative Fee   | \$ 1,081.44 | x \$ | 0.10   | \$ 108.14          |
| County Fee   | 44 lots     | @    | \$1.00 | \$ 44.00           |
| Reserves 15% of total cost of maintenance                          |             |      |        | \$ 162.21          |
| Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit |             |      |        | \$ -               |
|  |             |      |        | <u>\$ 1,395.79</u> |

**Estimated Cost Per Year** \$ 1,395.79 = \$ 31.72  
44

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

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

This concludes the 2014-2015 Landscape and Lighting District Engineer's Report.  
Baldomero Rodriguez, RCE 45304



CITY COUNCIL AGENDA – JULY 15, 2014

SUBJECT: CONSIDERATION OF APPOINTMENT TO FILL CITY COUNCIL VACANCY

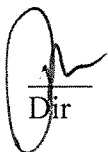
SOURCE: ADMINISTRATIVE SERVICES DEPT/CITY CLERK DIVISION

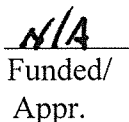
COMMENT: With the recent passing of Council Member Pete V. McCracken, the City Council at its meeting of July 1<sup>st</sup> directed staff to advertise the Council vacancy and require that interested individuals submit their Requests for Appointment to the City Clerk no later than 5:30 p.m. on Wednesday, July 9, 2014 for consideration at the meeting of July 15, 2014.

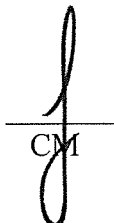
Staff publicized the vacancy and solicited applications from those interested in being considered for appointment. Following is a list of individuals (in the order received) who submitted Requests for Appointment by the stated deadline. For Council's information, staff has confirmed that each of the individuals are registered to vote and reside within the jurisdiction of the City of Porterville.

Russell Fletcher  
Felipe A. Martinez  
Larry Harper  
Adrian Monte Reyes  
Ronald L. Irish  
Daniel A. Figueroa  
Shawn Cable  
Matthew Green  
Shawn R. Schwartzenberger  
Phillip Wm. Duncan  
Juan Vargas Hernandez  
Rodney Martin  
Peggy King (Newlin)  
Martha A. Flores  
Jon T. Hallberg  
Liberty A. Lomeli

As the Council is aware, pursuant to the City Charter, the Council has 30 days in which to fill the vacancy. In the event the Council does not appoint someone within that time period, July 30<sup>th</sup> in this case, the Charter provides that the Mayor makes the appointment.

  
Dir

  
Funded/  
Appr.

  
CM

Item No. 21

Also according to the City Charter, the appointee shall hold office until the next general municipal election. With the passage of Measure M on the June 3<sup>rd</sup> ballot, the City's general municipal elections have been moved from June to November of even years. As such, whoever is appointed to fill the vacancy will hold office until November 2016. For Council's information, that November 2016 ballot will consist of three 4-year term seats, and one 2-year term seat. At the time of pulling nomination papers, candidates will be required to select which office they will be seeking.

RECOMMENDATION: That the City Council appoint an individual to fill the vacancy on the City Council with a term to expire in November 2016, or provide direction to staff.

ATTACHMENTS: City Charter Section 16  
Requests for Appointment received by 5:30 p.m., July 9, 2014

**Porterville City Charter**

**Sec. 16. Vacancies In Office; When Offices Declared Vacant.**

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections. (3-4-2003)

If, without permission from the City Council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her officer shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant.  
(6-3-2014)

CITY OF PORTERVILLE  
REQUEST FOR APPOINTMENT

RECEIVED

JUL 03 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: Russell Fletcher  
(Please Print)

Appointment to: City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 1662 W. Martin Ave  
Porterville, CA, 93257

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Business: \_\_\_\_\_

☒ Own ☐ Operate

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Home (559) 333-5181

Work \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_

City of Porterville resident:

☒ Yes  
☐ No


Registered Voter:

☒ Yes  
☐ No

Qualifications: Ran in 2014 election  
for Council. I am a fair  
and balanced person who will  
bring respect and weight  
to the Council. I hold  
a degree in Social Science  
and have worked in government  
for over a decade.

☐ Resume attached

☐ Letter of request attached

Submitted By: 

7/3/14  
Date

Received by: Shauna Biagio

Forwarded to: City Clerk



Date:

7/3/2014

City Council



Date:

City Manager



Date:

Applicable Dept.



Date:

Tentative Council Mtg Date:

7/15/14

CITY OF PORTERVILLE  
REQUEST FOR APPOINTMENT

RECEIVED

JUL 03 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: Felipe A Martinez  
(Please Print)

Appointment to: City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 670 W Macomb Ave  
Porterville CA 93257

Mailing Address: 215 North F St  
Porterville CA 93257

Name of Business: Felipe Martinez Insurance Solutions  
☒ Own ☐ Operate

Business Address: 195 W Putnam Ave  
Porterville CA 93257

Telephone: Home (559) 781 9324  
Work (559) 350 3003  
FAX (559) 793 2534  
E-mail Fmis@att.net

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No



Qualifications: attached.

☐ Resume attached

☒ Letter of request attached

Submitted By: Felipe A. Martinez 7-3-2014  
Date

Received by: Luisa Zavala

Forwarded to: City Clerk ☒ Date: 7/3/2014

City Council ☐ Date: \_\_\_\_\_

City Manager ☐ Date: \_\_\_\_\_

Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: 7/15/2014

Felipe A. Martinez  
670 W. McComb Ave.  
Porterville CA 93257  
559-350-3003  
fmis@att.net

July 3, 2014

Honorable Mayor Milt Stow and Porterville City Council :

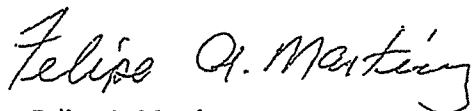
Dear Sir/Madam

Please accept this letter of interest for the vacant seat of the Porterville City Council. I have 4 years experience as a Porterville City Councilman. I keep up with current events and Council meetings on the City web page, plus being a very active in Porterville as a civic minded individual.

It is my intent to serve and represent the City and its citizens with the utmost professional manner at all times. I know that if given the opportunity I would work well with the rest of the Council to do what is best for all of Porterville even if sometimes we will not see eye to eye on some issues. I will not allow the issues to become personal because if we do then we would stop doing the will of the people.

I look forward to hearing from you and make myself available to answer any questions the Council may have for me.

Respectfully

A handwritten signature in cursive script that reads "Felipe A. Martinez". The signature is written in dark ink and is positioned above the printed name.

Felipe A. Martinez

Felipe A. Martinez

670 W. Mc Comb Ave.

Porterville Ca 93257

(599) 350-3003

fmis@att.net

**Education:** Graduated from Porterville High School 1975. attended Porterville College 1975/76.  
Attended Fresno City College 1979/1980, Management  
training Montgomery Ward's 1997 ,

**Experience:** Electric Ave. Manager  
Montgomery Ward Co.  
5300 N. Blackstone  
Fresno CA 93710  
Started in the Warehouse worked my way up to management.  
Supervised sales departments, trained and scheduled sales teams from 25 employees  
until the start of the 4th quarter when I would manage a sales team up wards of 100+ .  
I was also the trainer for sales teams from Porterville to Merced on new hires.  
May 1976- March 2000

Independent Life Insurance Agent

195 W. Putnam Ave.

Porterville CA 93257

As an independent insurance agent I need to be self motivated and a go getter and  
being a people person is a must.

May 2000 until present

**Activities:** Belong to the Porteville Exchange Club, Chairman Step Up committee ( anti gang group)  
very active. St. Anne's Church. Porterville Educational Foundation Vice Chair & Board  
member. Member at large California Latino Water Coalition .

**Honors/Awards:** Past Porterville City Councilmember, Past Mayor Pro-tem City of Porterville. Past board  
member Tulare Kings Hispanic Chamber of commerce, Past Chair friends of Scouting  
fundraiser Boys scouts of America, Past President & Board member El Futuro Credit  
Union . Plus many civic activities that help promote and encourage a positive image of  
South/ East Tulare County. Past recipient of project so the year from the Porterville  
Chamber Buck Shafer Clock "Time Marches On" committee member and the "Marching  
through Time Mural" Mural Committee member.

Felipe A. Martinez

Elected Office

Porterville City Council 2006 - 2010

Mayor Pro-Tem 2006-2007

Tulare County Association of Government

Tulare County Development Corporation

Alternate San Joaquin Valley Air Pollution Control District

San Joaquin Valley Housing Collaborative

Community Service-Past

El Futuro Credit Union- Board member (past Board Chair )

Tulare Kings Hispanic Chamber of Commerce-Board of Directors

Association of Mexican American Educators

Leadership Porterville Mentor

Time Marches On Committee ( Buck Shafer Clock & Benches )

recipient of the Porterville Chamber of commerce project of the year 2008

Porterville Mural Committee (Marching through Time Mural)

recipient of the Porterville Chamber of Commerce project of the year 2012

Porterville Fly-In member at large

Boys Scouts of America ( Chairman Friends of Scouting fund raiser)

Present

Porterville Education Foundation Board Member (Vice-Chair)

Porterville Exchange Club Board Member ( past President)

St. Anne's Parish Finance Council

St. Anne's Pastoral Council

Knights of Columbus

Fraternal Order of Eagles

California Latino Water Coalition

Emergency Preparedness Tulare County

Porterville Step Up Chairman

Employment

Independent Insurance Agent

Felipe A. Martinez

RECEIVED

JUL 07 2014

CITY OF PORTERVILLE  
REQUEST FOR APPOINTMENT

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: Larry Harper  
(Please Print)

Appointment to: City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 2042 Memory Ln.  
Porterville, CA 93257

Mailing Address: 2042 Memory Ln.  
Porterville, CA 93257

Name of Business: Keller Williams Realty Tulare County  
☐ Own ☒ Operate

Business Address: 314 N. Main St.  
Porterville, CA 93257

Telephone: Home 559-361-5595  
Work 559-784-4100 ext. 264  
FAX 559-781-9120  
E-mail larryharper1@gmail.com

City of Porterville resident:

☒ Yes  
☐ No

Registered Voter:

☒ Yes  
☐ No

Qualifications: Have served numerous committees and board of directors as a volunteer. The list is as follows:

2013 California Association of Realtors Nominating Committee

2012 Region 12 Chairman California Association of Realtors

2011 Assistant Region 12 Chairman + Nominating Committee

2009 - July 2011 Board of Elders, Porterville EV Free Church

2010 - President Orange Belt Board of Realtors

2009 - President-Elect Orange Belt Board of Realtors

2008 - Secretary/Treasurer Orange Belt Board of Realtors

2014 - Chairman Strategic Planning Committee - Orange Belt Board of Realtors

• I'm experienced with meeting structure and order. I serve the people of the above organizations in a fair manner while maintaining a conservative budget and adding benefits to the membership.

Submitted By: Jamy Hays

7-7-14  
Date

Received by: Lisa Zwalin

Forwarded to: City Clerk

☒ Date: 7-7-14

City Council

☐ Date: \_\_\_\_\_

City Manager

☐ Date: \_\_\_\_\_

Applicable Dept.

☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: 7-15-14

CITY OF PORTERVILLE  
REQUEST FOR APPOINTMENT

RECEIVED

JUL 08 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: Adrian Monte Reyes  
(Please Print)

Appointment to: Porterville City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 388 E. Garden Ave  
Porterville, CA 93257

Mailing Address: 388 E. Garden Ave  
Porterville, CA 93257

Name of Business: Imagine Community Arts Center (non-profit)

☐ Own ☒ Operate

Business Address: 50 N. Main St.  
Porterville, CA 93257

Telephone: Home 559-920-2464

Work 559-781-1510

FAX none

E-mail monte.reyes@gmail.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: Graduate of Leadership Porterville Class of 2010

Former Chairman TUTOC Committee

Former Secretary TUTOC Committee

Current Chairman Porterville Arts Commission

Vice Chair of Community Outreach Porterville Chamber of Commerce

Chairman - Porterville Youth Leadership Academy - Porterville Chamber

Former Chairman Advisory Board Performing Arts Academy - Harmony P.O.S.D.

Former Member P8 Coalition P.U.S.D.

Co-Founder + Board Member Imagine Community Arts Center, 501(c)3

Chairman of the Business & Education Committee, Porterville Chamber

Co-Chair - Projects - Leadership Porterville Steering Committee

☐ Resume attached

☒ Letter of request attached

Submitted By: Min M. M. M.

7/8/2014  
Date

Received by: Amor Zawal

Forwarded to: City Clerk



Date:

7/8/2014

City Council



Date:

City Manager



Date:

Applicable Dept.



Date:

Tentative Council Mtg Date:

7-15-14



Adrian Monte Reyes  
388 E. Garden Ave.  
Porterville, Ca 93257

July 7, 2014

Dear Mayor and Council Members:

On occasion, a vacancy on the city council occurs, but rarely due to such sad circumstances. Such a tremendous void can be difficult to fill. I have no doubt that the community appreciates your thoughtfulness in this matter.

It is with high hopes and good intentions that I write to you regarding the appointment to the open seat on the Porterville City Council. The governing body of Porterville has the distinct privilege of serving a diverse, well established community, but also one challenged with preserving its identity in the face of change. Our historic buildings have strong foundations and the presence of technology in the hands of citizens indicates a healthy progression into the times we are facing today and beyond.

My belief is that with a strong council that mirrors the diversity of our fine city, Porterville will move into a position of stability. Not a stability that simply relies on lack of motion but the stability of an army of citizens marching in stride, guided by the leadership they trust to represent their interests.

I ask that you please consider me to fill the open seat on the dais as I will serve our community in the truest manner possible and act on the words I have written above without regret.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrian Monte Reyes', with a stylized, cursive script.

Adrian Monte Reyes

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED

JUL 08 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: Ronald L. Irish

(Please Print)

Appointment to: Porterville City Council

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name of Business: Security Telecommunications of Porterville, Inc.

☒ Own ☐ Operate

Business Address: 768 N Prospect St

Porterville CA 93257

Telephone: Home 559--781-6509  
Work 559-781-3310  
FAX 559-781-6586  
E-mail irish@ocsnet.net

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: \_\_\_\_\_

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\_\_\_\_\_

☒ Resume attached

☒ Letter of request attached

Submitted By: Ronald L. Irish

07/08/2014

Date

Received by: \_\_\_\_\_

Forwarded to: City Clerk ☐ Date: \_\_\_\_\_

City Council ☐ Date: \_\_\_\_\_

City Manager ☐ Date: \_\_\_\_\_

Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

I am sure this request comes as a surprise to the council and in all honesty, it surprises me a little too. All I can say is that old habits die hard. As you probably know, thinking about this letter, and writing it, has taken many hours of inner thought. I am absolutely certain the council will spend the necessary time to vet each applicant.

I submit to you I would come to the council with no hidden agendas, no visions of grandeur for myself or retaliation towards anyone. I seek this appointment, with only the City of Porterville in mind and, if I can add to Porterville's betterment then that is all I ask.

Having been elected two times, and appointed once, I know the ups and downs of running a campaign and holding an office that represents our city more than any other position in Porterville. I am truly excited about the council currently serving and I see the potential for our Mayor's leadership to be inspiring to heights that we have not been able to reach for many, many years. I know it takes a strong, dedicated council to help the Mayor make Porterville look its best. I would like to be part of the organization that provides decorum, leadership, respect and most of all, a well-planned vision for the future. I know full well what vision the council has today might not come to fruition for many years to come; we have lacked vision far too long, we are behind times and have a great deal to get caught up on. Staff has been hampered by the lack of vision by the council and this council has, as I said before, the potential of providing just that, vision. I stress "Vision" because I feel that is the main duty of a council and I hope we can have several meetings where we can provide staff with a solid plan.

Because of being in the public eye for so long I have come under three investigations. One: An accusation by some disgruntled citizens and a council member to the FBI concerning me getting a free home from Ennis Builders. That was completely false and after two years the case was dropped. And that councilman has apologized for the false accusations made towards me.

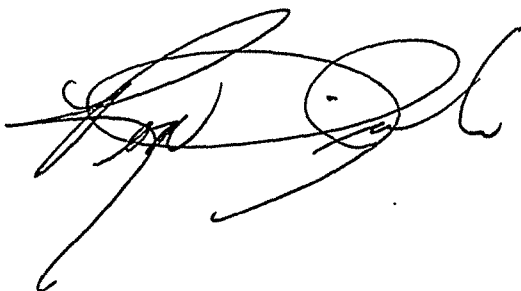
Two: Split vote on a liquor license concerning Frank's Stop and Go caused the opposition to question my conflict of interest because Frank's Stop and Go was under contract with S.T.O.P. Alarm for alarm services. The contract amount was \$240.00 per year, well under the trigger amount for conflict.

And Third: Bookkeeping error for about \$425.00 for a year's service in which the FPPC said for S.T.O.P. Alarm to change the billing procedure for the Chamber. That has been rectified and was simply a ruling made by the FPPC – no fine, no punishment coming from the FPPC.

None of the accusations resulted in any charges, fines, restitution or sanctions of any kind. I am in business in Porterville and there are potential of conflicts of interest of which I will abstain where needed. I know the rules.

If there are any other questions, please feel free to ask anytime and I sincerely thank the Mayor and Council.

It is an honor to even be considered, and I thank the Council for its time and consideration.

A handwritten signature in black ink, appearing to be "R. J. Smith", written in a cursive style.

RECEIVED

JUL 08 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Daniel A. Figueroa  
(Please Print)

Appointment to: City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 1790 W Memory Ln.  
Porterville, CA 93257

Mailing Address: (Same as above)

Name of Business: Semi-Retired  
☐ Own ☐ Operate

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Home (559) 784-8267

Work (559) 350-3166

FAX \_\_\_\_\_

E-mail figasmail@gmail.com

City of Porterville resident:

☒ Yes  
☐ No

Registered Voter:

☒ Yes  
☐ No

Qualifications: \_\_\_\_\_

- \* Previous and Current Civic involvement
- \* Business Owner
- \* Demonstrates integrity and honesty.
- \* Community Leader
- \* Commitment to the City of Porterville
- \* Ability to connect with diverse groups
- \* Current and historical knowledge of the Community
- \* Passion for serving the Community.

☐ Resume attached

☒ Letter of request attached

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

Daniel Figueroa 7-8-14

Date

Received by: \_\_\_\_\_

Helen Day

Forwarded to: City Clerk

☒ Date: 7-8-14

City Council

☐ Date: \_\_\_\_\_

City Manager

☐ Date: \_\_\_\_\_

Applicable Dept.

☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

7-15-14

## **Application for Vacant Seat on the Porterville City Council**

July 7, 2014

Name: Daniel Figueroa

Address: 1790 W. Memory Ln

Porterville, CA 93257

Phone: (559) 350-3166

Dear Mayor, Vice-Mayor and Council Members,

I am writing to express my interest in the vacant City Council seat. It is an honor to be able to submit my application for selection to prospectively fill the available seat.

I have been a resident of Porterville my entire life, a small-business owner, community builder, volunteer and advocate for this community. I have a passion for serving the community, and served on a multitude of community organizations and have been involved in a plethora of volunteer opportunities, including, but not limited to, the Exchange Club, Boys and Girls Club, St. Anne's School Board, Porterville Youth Football, Chamber of Commerce, Knights of Columbus, Rotary Club, Parking Commission, Family Health Care Network Board, Step-Up Gang Prevention, and being an athletic coach for various sports. I have dedicated my entire adult life to public service at the grassroots level through volunteerism and nonprofit board service and will continue to do so. Although many great things have transpired from being involved with the above collective efforts, independently serving the underserved in whatever capacity needed has always been a passion of mine.

As a small business owner in Porterville (Figueroa's and Carmen's), I understand the issues facing local businesses today; I also have deep connections in the business community, which could help strengthen the City's bond with the small business owners and entrepreneurs who define and drive our local economy.

While this announcement of vacancy within the City Council was short notice, I am excited for the possible opportunity to collaborate and work with the council to serve the citizens of Porterville. I am a fast-learner, team player, and passionate about our community and current issues facing the city and our citizens.

I have always admired those who led by example- the natural born leaders who understand the importance of compromise and collaboration, and who work tirelessly to make their community a better place for all. I consider myself a natural born leader, just as every single



individual on the City Council is. Now that I am semi-retired I have the appropriate time to consult on the development of the city, and I feel that this desirable position would be suitable.

Thank you in advance for your consideration of this application.

Respectfully submitted,

*Daniel Figueroa*

RECEIVED

JUL 08 2014

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

CITY OF PORTERVILLE  
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name:

SHAWN CABLE

(Please Print)

Appointment to:

CITY COUNCIL ~~CANDIDATE~~ MEMBER

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address:

1067 VILLAGE GREEN ST.  
PORTERVILLE, CA 93257

Mailing Address:

SAME

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone:

Home 559) 783-1360

Work 559) 992-7100

FAX

E-mail shawnacable@yahoo.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: \_\_\_\_\_  
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- ☐ Resume attached  
☐ Letter of request attached

Submitted By: Shawn Cusle 07/08/14  
Date

Received by: Russ Zawal

Forwarded to: City Clerk ☒ Date: 7-8-14  
City Council ☐ Date: \_\_\_\_\_  
City Manager ☐ Date: \_\_\_\_\_  
Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: 7-15-14

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED

JUL 08 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: Matthew Green

(Please Print)

Appointment to: Porterville City Council

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 151 N. Walch St  
Porterville, Ca 93257

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Business: N/A

☐ Own

☐ Operate

Business Address: N/A  
\_\_\_\_\_

Telephone: Home (559)361-7358

Work \_\_\_\_\_

FAX \_\_\_\_\_

E-mail mattgreen559@gmail.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: I have a unique set of qualifications. I have the most documented support  
(979 people felt I was qualified). I have a long record of public service with experience in  
identifying and fixing unique problems. I have a formal education that has honed my skills  
in critical thinking. Having just ran for election where I canvassed dozens of city blocks, I have  
insight on problems within our community and learned of the ongoing concerns of many.  
I am politically moderate and rather objective so I make decisions based on facts and  
sound reasoning rather than a personal agenda or an arbitrary position. I am most  
qualified for this position because I will put the people first, before myself or my own  
ambitions and represent the office of city council with respect, honor and integrity.

---

☒ Resume attached

☒ Letter of request attached

Submitted By: Matthew Green

7/8/14

Date

Received by: \_\_\_\_\_

Forwarded to: City Clerk ☐ Date: \_\_\_\_\_

City Council ☐ Date: \_\_\_\_\_

City Manager ☐ Date: \_\_\_\_\_

Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

From: Matt [mailto:mattgreen559@gmail.com]  
Sent: Wednesday, July 9, 2014 5:02 PM  
To: Luisa Zavala  
Subject: Application Letter

RECEIVED  
JUL 09 2014  
CITY OF PORTERVILLE  
ADMINISTRATIVE SERVICES

Here is the letter to go with my application.

First and foremost I understand the city council has the legal authority to appoint anybody they want. I also understand there is not legal obligation to defer to the elections in June. Lastly, although I will try to persuade you to appoint me I understand that in the end it's just politics and won't hold your decision personal.

I respect that you are tasked with a difficult decision. You have the opportunity to put a person on city council that you believe will do the best job. But you also have the opportunity to show the people that you value their votes and that their voices will be heard. You have an excellent opportunity to show the people that you will put your own politics aside and pursue, the best you can, what the majority of them wanted during this last election.

We live in a country with a representative democracy and that means that democracy should be the single most important factor in this decision. Put simply, I received 978 votes from the public, almost all of which came from objective people who were presented with nine choices and who felt I was the best option (of those not elected). If the city council chooses to appoint somebody, that person will at best receive four votes (from the council members themselves). Democracy dictates my 978 votes make me the democratic choice over any person with four votes. The democratic choice is clear, so choosing any other person who didn't run for city council will not be about democracy or fulfilling the will of the people, it will be about choosing a person based on personal reasons. With that said, there are several reasons why it would make sense to look at other applicants, for other reasons. I also believe there are good reasons why you would choose somebody that didn't run for city council. With that said, I feel I am the best candidate should you choose to follow the democratic method or should you choose to disregard the election and just look at the applicants' qualification. Below I would like to discuss several issues that have come up regarding this appointment, and my responses to them.

The reason we have a system of voting, by the people, is so that the people elected to represent them are actually representative of their interest, goals and viewpoints on important issues. To appoint somebody without regard to votes received by the public defeats any argument that the appointed person is a representative of the people. This defeats the very logic of the democratic process.

*It was said that candidates who ran for the election just one month ago should not be considered for the appointment because the people had spoken and made it clear they did not want those candidates in office.* This statement is particularly interesting because the premise of the argument is that the people voiced their opinion and this voice was all that mattered. The problem with this statement, however, is that it is inaccurate. There is a difference between being an incumbent who loses (voted out of office) and a first time runner who doesn't win the

election. The difference is that I wasn't voted out of office so the people didn't make it clear they didn't want me. At best this should be interpreted to mean the people didn't want me on city council as much as they wanted Pete McCracken and Milt Stowe. Put simply, the people didn't want me as much as they wanted the two winners but saying it was clear they didn't want me doesn't pass the straight face test. What it also means is that the only evidence available prescribing the will of the people indicates that I am the person whom they want to fill that vacancy. Lastly, it makes no sense to use the democratic vote to point out I didn't win while ignoring it to show I have the most support.

*We should get somebody in there with experience.* We've got the experience. We pay managers and directors to do the hard work. Although experience is a valuable asset on city council, the most important requirement is understanding and furthering the will of the people. I have experience where it matters: identifying problems, solving problems, communicating effectively with others, and working with a team to better the lives of our community.

When I hear about experienced politicians I think to myself that those people have connections and relationships in town. Although this could be an asset, it could sometimes lead to fraud and conflicts of interest. Put differently, I am new to politics and as such, I'm not beholden to anybody but the people. Experience is not always a good thing.

*We should get somebody in there more qualified.* Some people think the primary qualification for a politician is somebody who will work for the people and put their desires first. Some would say that the only qualification needed is a candidate who can understand the will of the people and pursue that will without waiver. As one of the few people who placed myself before the people, you'd be hard pressed to agree I don't meet that qualification. Also see my argument pertaining to the experience of our managers and directors.

*We need to improve the diversity on city council.* I'm not related to anybody on city council, formally or otherwise, and I don't have any family in politics. Additionally, I've heard a great deal of discussion where people have indicated their desire to see younger people enter politics. These citizens feel that younger people with new ideas, not beholden to the politicians of past, would be an invaluable asset to our community. People feel that by bringing in somebody new the people in our city might be encouraged to become involved and vote as opposed to the growing concern that things don't change and the same people keep cycling through government.

*They didn't win so they aren't entitled to be appointed, they should run again.* I don't feel entitled to be appointed. In fact, I don't think I should be appointed because I received the third highest votes, I think I should be appointed for the same reasons the people made me their third choice.

*Maybe some people were too busy to run in May and have the time to serve now.* Well although I can see this as plausible it sounds like an excuse to me. I didn't do much campaigning in April because I was preparing for finals in May. If this person truly wanted to be on city council and was too busy during a particular month, they could have taken it easy. This is either

an excuse or they have a schedule that would likely interfere with them being on city council now.

*We've never looked at the runner-up for appointment before, why should we now?* The purpose of the appointment process is to allow city councils to effectively direct city business without being hindered by changes on council. The primary reason for allowing appointments is to save money, and historically, to facilitate the process at a time where it wasn't feasible to find somebody who ran for election and appoint them. The process of filling vacancies by appointment is not to circumvent the democratic process and in cases so close to the election, the only clear choice for democracy is to appoint me.

*We can't appoint Matt because Greg will control him.* Although I can definitely understand why some people might think this, those concerns fall on the misunderstanding of who I am. There are plenty of people that can be manipulated and controlled by others, but the people that know me would laugh at the idea that I could be controlled by another, or that somebody in the background could be pulling my strings. I'm my own person and it's a mistake to assume that because he helped me with my campaign, that I have some allegiance to him that would sway my agenda or actions in favor of his. My wife could tell you best that there's no person on this planet that would convince me to do something I didn't think was right, and I think my record, not my associations, will tell you best what that is. Because I don't arbitrarily dismiss another person's ideas or concerns on the sole grounds of who they are, he and I agree on some political points. With that said, we also disagree on many of the issues and we leave it at that – an agreement to disagree. I understand this is a valid concern, but rest assured that if appointed I'm just as likely to oppose a position he would have taken as I am to support it (neither of which will be dictated by him or anybody else).

Why Appointment By Somebody Who Didn't Run Is A Slap In The Face To The Voters And An Attack On The Democratic Process: 1) It doesn't allow the people to be vetted; 2) It doesn't garner transparency and promotes conflicts of interests; 3) It goes against the very nature of representative democracy to appoint somebody outside the election process; 4) It confirms the already pervasive belief that a person's vote does not matter; 5) It frustrates the purpose of the appointment process to do this so close to the election, an election that wasn't so close.; 6) It weakens the integrity of the whole system to appoint somebody who knowingly and willfully chose not to run; 7) It makes no sense to appoint a former councilman who was voted out of office or who chose not to run in light of an ongoing criminal investigation.

Respectfully Submitted,

Matthew Green



# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED

JUL 09 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: SHAWN R. SCHWARTZENBERGER  
(Please Print)

Appointment to: PORTERVILLE CITY COUNCIL  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 558 N. SUNNYSIDE ST.  
APT #14

Mailing Address: SAME AS ABOVE

Name of Business: RETIRED MILITARY

☐ Own ☐ Operate

Business Address: N/A

Telephone: Home 559-756-1222

Work 559-756-1222

FAX N/A

E-mail TEAM515RACING@clearwire.net

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

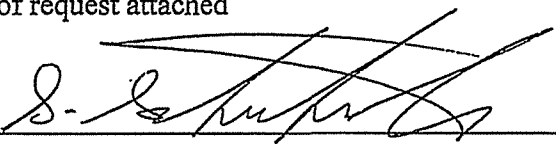
☒ Yes

☐ No

Qualifications: See ATTACHED

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- ☐ Resume attached
- ☐ Letter of request attached

Submitted By:  7/9/14  
Date

Received by: \_\_\_\_\_

- Forwarded to: City Clerk ☐ Date: \_\_\_\_\_
- City Council ☐ Date: \_\_\_\_\_
- City Manager ☐ Date: \_\_\_\_\_
- Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

City of Porterville  
Request for Appointment

NAME: Shawn R. Schwartzenberger

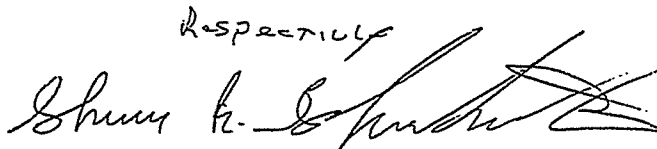
AGE: 51

Occupation: Retired military

Education and Qualifications: High school. Some college. Technical trade schools. Welding. Graphic Arts. Plumbing. Electrical. Basic Construction. Fire Fighting. Law Enforcement. Basic Electronics.

Hello, members of the council. Most of you know me I am Shawn Schwartzenberger. After graduating from Porterville High in 1981 I joined the Navy, served honorably with many "hats" accumulated during my 20+ years. I learned early on, as a leader, to look at all sides of a problem and found it was better to reason with people than to battle constantly. I learned how to deal with and cope with much different diversity. I am applying for the open city council position and hope to get your support!! While I have no political agenda, nor do I have a business agenda any longer (I have owned a business on Main Street), I have been involved in the community in many aspects. I am here strictly for the citizens of Porterville. The reason I am requesting this appointment to council is I think that we need some new blood on the council, someone who does not have any business or political ties, just a person who has Porterville's best interest at heart. I would like to be the cool head that listens and thinks things through. Someone who will see the inner and outer side of an issue and give it a different thought. My motto simply put is "new face, new ideas". I hope to get appointed so I can make a difference for Porterville!

Thank you and see you on the dais.

Respectfully  


RECEIVED

JUL 09 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: PHILLIP WM. DUNCAN

(Please Print)

Appointment to: PORTERVILLE CITY COUNCIL

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 450 W. SPRINGVILLE DRIVE #246  
PORTERVILLE, CALIFORNIA 93257

Mailing Address: SAME AS ABOVE

Name of Business: N/A

☐ Own

☐ Operate

Business Address: N/A

Telephone: Home 559-202-7652

Work N/A

FAX N/A

E-mail phillipduncan@yahoo.co.uk

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: I HAVE PARTICIPATED IN VARIOUS CITY WIDE  
COMMITTEES AND BOARDS, AND HAVE SERVED AS  
OF THE STUDENT  
PRESIDENT, BODY ~~PRESIDENT~~ AT PORTERVILLE  
COLLEGE - ALL OF WHICH IS LISTED ON MY RESUME.

- ☒ Resume attached  
☒ Letter of request attached

Submitted By: Phil Duan 7.9.14  
Date

Received by: \_\_\_\_\_

Forwarded to: City Clerk ☐ Date: \_\_\_\_\_  
City Council ☐ Date: \_\_\_\_\_  
City Manager ☐ Date: \_\_\_\_\_  
Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

Porterville City Council,

Thank you for considering my application for appointment to the Porterville City Council. I had every intention of running in the last election; however, my father became seriously ill last year and I chose to spend his remaining days with him. He passed on April 1<sup>st</sup> and I spent the next month finalizing his life and supporting and preparing my mother for the next chapter in her life.

I have spent most of my adult life volunteering my time and energy to enhancing the people of Porterville's outlook on life and willingness to do for others. Although I have never been compensated financially for the hours donated to Porterville, I have received several awards and recognitions for my service.

I volunteer because it feeds my soul and I believe I would be an asset to the Porterville City Council and more importantly the people of Porterville as I am a critical thinker and do not jump to conclusions.

I do have experience with official meetings and Robert's Rules of Order. I was a two-time student body president at PC; one term student trustee for Kern Community College District and bond oversight committee; and several boards and committees at PC and the surrounding community.

I thought of writing pages of personal triumphs, deeds, abilities, and values; however, most of you know me and what I am capable of. I have complete faith in the City Council and that you will do what you believe is right for Porterville—whoever you pick to fill the council vacancy.

Thank you for your time and consideration, and the service each of you provide.

Phillip Duncan

**PHILLIP WILLIAM DUNCAN**  
450 W. Springville Drive #246, Porterville, California 93257  
(559) 202-7652  
phillipduncan@yahoo.co.uk

**EDUCATION:**

**COLLEGES:**

Associate of Arts Degree in Social Science, Porterville College – May 13, 2012  
Human Services Certificate, Porterville College – May 24, 2002

**PORTERVILLE ADULT SCHOOL:**

Microsoft Excel 2000 – January 2003

**ROCKWELL INTERNATIONAL-ROCKETDYNE DIVISION:**

Team Training Course (24 Hours); Management Training (40 Hours), 1989-1995

**HONORS:**

All State Academic First Team – State of California, 2012  
Scholar of the Year – Porterville College, 2012  
Student of the Year – Porterville College, 2012  
President's Honor List – Porterville College, 2012  
Phi Theta Kappa's Honor List – Porterville College, 2012  
Distinguished Service Award – Kern Community College District, 2011  
Student of the Year – Porterville College, 2010  
Phi Theta Kappa Regional Award (California/Nevada) 3<sup>rd</sup> Place, 2009  
Jr. Giants Tulare County Coach of the Year - 2008

**BOARDS, and  
COMMITTEES:**

Associated Student Body President – Porterville College, 2010-2011 and 2011-2012  
Foundation Board Member – Porterville College, 2010-2011 and 2011-2012  
College Learning Council – Porterville College, 2010-2011 and 2011-2012  
Relay for Life Committee – Porterville California, 2010-Current  
Rotary Spring Ball Committee – Porterville California, 2010-2013  
Kern Community College District Student Trustee, 2010-2011  
Kern Community College District Bond Oversight Committee, 2010-2011  
Anthropology Club President – Porterville College, 2011-2012  
Phi Theta Kappa Honor Society President – Porterville College, 2010-2011  
Monte Vista Elementary School Site Council, 2009-2011

**EXPERIENCE:**

**BARNES AND NOBEL PC BOOKSTORE**

100 E. College Avenue, Porterville, California 93257

April 29, 2013 – Current

(559) 791-2252

*Bookseller*

Bookseller, cashier, shipping/receiving. Responsible to Porterville College students and courteously explaining the options they have in purchasing or renting textbooks or ebooks in person and on the telephone. Also, responsible to understand and perform filing, answering phones, copy machine, registers, and computers and applicable software unique to Barnes and Nobel College Bookstores.

*Reason for leaving: Currently employed.*

**PORTERVILLE COLLEGE**

100 E. College Avenue, Porterville, California 93257

Fall, 2010 – Spring, 2012

(559) 791-2460

*Associated Student Body President*

Responsible for leading a team of students and staff in volunteerisms at Porterville College and the surrounding community, and providing various departments and staff assistance while demonstrating an understanding of the diverse academic, socioeconomic, cultural, ability, and ethnic backgrounds of Porterville College students.

*Reason for leaving: Graduated.*

**PORTERVILLE COLLEGE**

Fall, 2009 – May 13, 2012

100 E. College Avenue, Porterville, California 93257

(559) 791-2000

*Supplemental Instruction Leader and Writing Mentor*

As a Supplemental Instruction Leader I worked side by side with students in specific classes and held three voluntary group sessions outside of class time per week to study information provided in each class, teach them how to study and help each other discuss information prior to assignment due dates. As a Writing Mentor I served students from across the curriculum,--reviewing their papers and providing tips and information on how to better prepare their essays prior to submitting them for grading.

*Reason for leaving: Graduated.*

**USA TEMPORARY STAFFING**

June 3, 2008 – April 25, 2009

US Cold Storage Tulare, California

*Forklift Operator*

Loaded train cars with perishable product for transport across the country.

*Reason for leaving: Temporary employment ended.*

**SRS RECOVERY SERVICES**

January 3, 2005 – May 23, 2008

130 E. Mill Avenue, Porterville, California 93257

(559) 789-9881

*Certified Addictions Treatment Counselor, Drug Court Liaison*

Individual and group session drug and alcohol counselor. Drug Court Liaison responsible to report client progress (weekly, if not sooner) in writing and verbally with a required understanding of differentiating client's status—socio-economic, ethnic, ability, identity, etc. Routine clerical duties included reporting client progress after each session, completing and filing Drug Court reports, answering phones and communicating with clients as they arrive (reception desk) and take payments, schedule appointments, and answer general questions. Also, created and updated various spreadsheets, databases, and sanction/promotion lists to streamline all counselor's reporting.

*Reason for leaving: Company failing to retain clients.*

**WALDENHOUSE - SATF**

April 16, 2004 – December 31, 2004

**CORCORAN PRISON**

(559) 992-7100

Hanford, California

*Certified Addictions Treatment Specialist*

Responsible for sixty-two inmates' individual and group session concerning drugs and alcohol, and encouragement to enter aftercare upon release. Responsible to report client progress (weekly, if not sooner) in writing and verbally with a required understanding of differentiating client's status—socio-economic, ethnic, ability, identity, etc. Routine clerical duties included reporting client progress after each session, completing and filing various reports, and schedule individual session appointments. Also, taught several six week sessions with topics such as: Release and Reintegration, Health and Hygiene, Returning to Society, Importance of Education, etc.

*Reason for leaving: Hostile work environment.*

**SRS RECOVERY SERVICES**

November 11, 2000 – April 15, 2004

130 E. Mill Avenue, Porterville, California 93257

(559) 789-9881

*Certified Addictions Treatment Specialist*

Individual and group session drug and alcohol counselor. Assistant Drug Court Liaison responsible to report client progress (weekly, if not sooner) in writing and verbally with a required understanding of differentiating client's status—socio-economic, ethnic, ability, identity, etc. Routine clerical duties included reporting client progress after each session, completing and filing Drug Court reports, answering phones and communicating with clients as they arrive (reception desk) and take payments, schedule appointments, and answer general questions. Also, created and updated various spreadsheets, databases, and sanction/promotion lists to streamline all counselor's reporting.

*Reason for leaving: Desire to council individuals in an alternate setting.*

**COULTERS OF PORTERVILLE**

November 17, 1997 – April 1, 1999

1095 West Linda Vista, Porterville, California 93257

(559) 783-8310



*Warehouse Manager / Vinyl and Carpet Repairman*

Inventory and supply management, forklift operator, installer/salesman liaison, and repairman.

*Reason for leaving: Major shoulder injury.*

**FIRST BAPTIST CHURCH**

101 N. G Street, Porterville, California 93257

September 1, 1996 – December 31, 1997

(559) 784-1620

*Administrative Assistant*

Office manager responsible for communicating with congregation and community on the telephone, in writing, and in person. Create and prepare weekly bulletins, monthly newsletters, and devotionals. Also, created and updated various spreadsheets and databases to compile data for various reports.

*Reason for leaving: Seeking full-time employment.*

**ROCKWELL INTERNATIONAL**

Information Technology Computer Operations

8900 De Soto Avenue, Canoga Park, California 91311

March 13, 1989 - January 5, 1996

(818) 568-2098

*Senior Computer Operator*

Data processor, monitor and troubleshoot client servers, production job flow, online printers, and process payroll. Responsible to courteously report orally and in writing to programmers, shift supervisors, and managers. Routine clerical duties included operating various office machines, computers and respective software, filing, and answering phones.

*Reason for leaving: Company sold to Boeing and moved.*

REFERENCES: Mr. Nicolas Orizaga, Manager Barnes and Nobel College Bookstore 559-791-2252

Mrs. Mimi Stoneburner, K-TIP 1450 Personality, 559-784-1450

Mr. Eric Mendoza, Director Student Services and Athletics, Porterville College 559-791-2460

RECEIVED

JUL 09 2014

CITY OF PORTERVILLE  
REQUEST FOR APPOINTMENT

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name:

Juan Vargas Hernandez  
(Please Print)

Appointment to:

City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address:

963 E. Vandellia Ave.  
Porterville CA 93257

Mailing Address:

- Same -

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

N/A

Telephone:

Home

Work

FAX

E-mail

920-4291

(559)992-8800

N/A

N/A

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

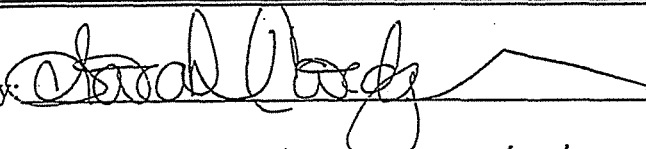
☐ No

Qualifications: see Attachment

☐ Resume attached

☐ Letter of request attached

Submitted By: Juan Vargas Hernandez 7-8-14  
Date

Received by: 

Forwarded to: City Clerk



Date: 7/9/14

City Council



Date: \_\_\_\_\_

City Manager



Date: \_\_\_\_\_

Applicable Dept.



Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

# Juan Vargas Hernandez

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**Summary**

To Obtain a people-oriented position where I can use my knowledge and abilities to serve others

**Objective**

City Council Member

**Experience****Real Estate Agent, Realtor, and Porterville College Student Council**

- I am an asset to the City of Porterville's for City Council board because I am a social, equal individual that knows how to help people in many aspects. I additionally, know how to speak English and Spanish. I attended Porterville College, where I worked as a Librarian Aid and attended the City Council Board. I was a student council member for a year as a college student and have brought many incidents to notice. Through my past years, I have worked as a Real Estate Agent in the city of Porterville since 1991, where I have placed my knowledge to help many individuals to find solutions. As a Real Estate Agent, I started working with Larry Hodgson Realty, then with Letsinger Realty up to 2009. Currently, I'm working for New Homes America with Dennis Anderson. I've assist clients with real property negotiations, delft with escrow companies, mortgage companies, pest control companies, appraisal companies and other agencies.  
I am currently a Correctional Officer at Corcoran State Prison since 2001. It would be a pleasure to serve the citizens of Porterville as a City Council board member. Thank you for your consideration

CITY OF PORTERVILLE  
REQUEST FOR APPOINTMENT

JUL 09 2014

Please complete all blanks.

Name: RODNEY MARTIN  
(Please Print)Appointment to: CITY COUNCIL  
(Name of Board, Commission, or Committee)☐ Reappointment; or IF NEW, please provide :Street Address: 146 S. VILLA  
PORTERVILLE, CA 93257Mailing Address: SAMEName of Business: NA  
☒ Own ☐ OperateBusiness Address: NATelephone: Home 559-310-6412  
Work NA  
FAX NA  
E-mail rodney@rodneymartin.com

City of Porterville resident:

☒ Yes☐ No

Registered Voter:

☒ Yes☐ No

Qualifications: \_\_\_\_\_

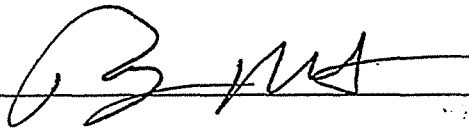
NUMEROUS

PLEASE SEE ENCLOSED LETTER AND  
STATEMENT OF QUALIFICATIONS

☒ Resume attached

☒ Letter of request attached

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



7/9/14  
Date

Received by: \_\_\_\_\_

Forwarded to: City Clerk

☐

Date: \_\_\_\_\_

City Council

☐

Date: \_\_\_\_\_

City Manager

☐

Date: \_\_\_\_\_

Applicable Dept.

☐

Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

Rodney Martin  
146 South Villa  
Porterville, Ca 93257  
559-310-6412  
rodney@rodneymartin.com

July 9, 2014

MAYOR MILT STOWE  
MEMBERS OF THE CITY COUNCIL  
CITY OF PORTERVILLE  
291 N. MAIN STREET  
PORTERVILLE, CA 93257

Re: Application for Appointment to City Council

Dear Mayor Stowe & Members of the City Council:

Enclosed please find my applications submission for the vacancy on the City Council.

It is my understanding that this appointment is for two (2) years and then the applicant may run for election in 2016.

**I want to stress that should I be appointed I will NOT run for election in 2016 and thus political considerations will play no role in matters I consider.**

With my children essentially grown and in high school, my sole motivation for seeking appointment is to be an advocate for strong neighborhoods that are being left out. I have long been an advocate for strong and safe neighborhoods and for developing innovative approaches to developing improved neighborhoods.

I have lived in Porterville since 2007 when I moved here to assume the Tribal Administrator Position with the Tule River Tribe. My work with the Tribe was recognized by City Council Proclamation in 2007 for my achievements in build a better Community at Tule River.

Likewise, I have served in various City and State Government Commissions, including a City Planning & Zoning Commission.

My Statement of Qualifications is enclosed.

There is no doubt I have the qualifications and critical thinking skills to carry out the core functions of the position.

I ran twice (unsuccessfully) for City Council. I however enjoyed the experience.

It is worth noting that in my campaigns I had support from a broad spectrum of groups and people, ranging from the City's Hmong people to the conservative Porterville Area Republican Assembly to United Farm Workers to the official endorsement of the Tulare Latino PAC. This broad support came as a result of my emphasis on issues and specifically neighborhoods.

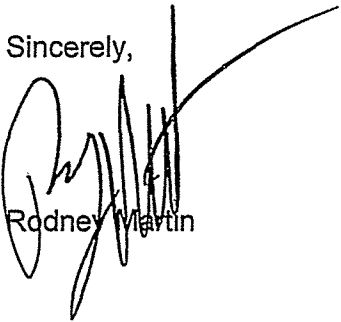
I have no axe to grind, my goal, if appointed, for 24 months be a voice that puts people over politics and voice for moderation.

There is no room for rigid "boxed-in" ideology in City Government. The role of City Government is to assure basic services is delivered effectively and fairly to all citizens and to build a broad based economy and safe neighborhoods.

I made my final decision to submit for the vacancy after several impassioned urgings by high school friends of my daughter who "hang out" at my home and who believe (they told me with passion) "the City makes a point of marginalizing many and there is no voice for them".

My "deal" with them was I would apply and if appointed, then they would have 24 months to get ready to participate and then run for office.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Martin", with a long, sweeping horizontal line extending from the end of the signature towards the right.

Rodney Martin





## CURRICULUM VITAE OF RODNEY K. MARTIN

146 S. Villa.  
Porterville, California 93257  
rodney@rodmeymartin.com  
559-310-6412

### Education:

Arizona Western College  
Northern Arizona University  
University of Arizona  
William Jewell College

### Discipline: Liberal Arts/Political Science

### Specialization: Public Administration & Business

Public Administration & Business  
State Bar of Arizona, CLE Courses – Indian Legal Issues

Harry S. Truman Scholar – 1993  
Lyndon B. Johnson Congressional Fellow -1993  
Phi Theta Kappa Honors

Instructor/Presenter-State Bar of AZ- CLE Courses Indian Law Course

**Certified Environmental Specialist**

**Certified Environmental Inspector**

**U.S. Public Health Service – Tribal Utility Management**

Deans List, 4 Consecutive Semesters

Vice President's List, 2 Consecutive Semesters

President, Honors Student Association

Honors Grant Recipient

Academic All American Scholar

National Deans List

ASGB President

ASGB Vice President

## **APPOINTMENTS & COMMISSIONS:**

*Salt River Pima Maricopa Indian Tribe*  
*Judicial Selection Commission*  
Member 2012 - Present

*MFHA-Modoc Frontier Healthcare Association*  
Executive Director – 2009-2011

*Economic Development Advisory Committee- Fort Mojave Tribe*  
2007-2011 *Secretary of the Board*

*Arizona Commission of Indian Affairs*  
Appointed by Gov. Jane Dee Hull for term 2002- 2005

*International Boundary & Water Commission*  
*Colorado River Citizens Forum*  
Represented Indian Water Rights Issues 2003-2005

*Yuma County FEMA Board)*  
1996-2006

*Tule River Tribal Economic Development Corp*  
2006-2009

*City of Porterville Non Driveway Ad-Hoc Committee*  
2007 – 2008

## **PROFESSIONAL EXPERIENCE:**

**1996- Present:     Martin Consulting & Development**  
**Principal/CEO**

Professional Services Consulting Services provider. Provided comprehensive economic, community, administrative, strategic planning, business and feasibility studies, business development, and inter-government relations. Facilitated comprehensive financing for multi-million dollar financing projects, conducted strategic planning sessions for Tribal Council's, General Council's, Housing Entities (TDHE's), and Corporate Boards. Lobbied Local, State and Federal Government on behalf of Tribal Government for Tribal Initiatives and drafted Special legislation which was introduced by various Members of Congress.

**2012 – 2013: Confederated Construction Company (CCC)**  
**A subsidiary of Chehalis Tribal Enterprises**  
**Chief Operating Officer**

*On an interim contract basis-* Overall charge of all daily operations of the Company's activities, including, but not limited to implementing the company's Reorganization Plan, which was authored by me, development of Business Operations, pursuit of 8A Procurement opportunities. Also oversees personnel and operational issues relating to the overall success of the company.

**2006- 2009      Tule River Tribe/Tule River Tribal Council  
Tribal Administrator  
Clerk of the Tribal Council**

Overall charge of all Tribal Governmental Departments, Programs, and Operations. Development of Tribal Government budget, implementation of Tribal Council Policies and Directives. Developed and implemented new Codes, Ordinances, & Policies and Procedures. Developed a new Tribal Elementary School, Tribal Police Department, Tribal Court, Community and Cultural Facility and upgraded Human Resources programs. Overall charge of all Tribal P.L. 93-638 Contracts.

Conducted comprehensive Reviews, Audits, and Investigations of the Tribal Gaming Facility and Regulatory Structure in my capacity as Clerk of the Council and submitted Reports & Recommendations for improvements.

**2005-2006:    Cahuilla Band of Indians/ Cahuilla Tribal Council  
Tribal Administrator**

Overall charge of all Tribal Governmental Departments, Programs, and Operations. Development of Tribal Government budget, implementation of Tribal Council Policies and Directives. Developed and implemented new Codes, Ordinances, & Policies and Procedures. Developed a new Tribal Grant Programs, Health Insurance and upgraded Human Resources programs. Also instituted the development of new building programs, including a new Tribal Administration Facility. Overall charge of implementation of all Tribal P.L. 93-638 Contracts.

**2000-2004:    Tohono Odham Nation/San Lucy  
Planning Director**

Served as overall director of Community Planning for the Districts Community and Strategic Planning efforts. Supervised all planning projects, including the development of land use, land acquisition due diligence, grant development, development of community facilities and infrastructure such as drinking water systems and sanitary sewer systems.

**1996-1998:    Cocopah Indian Tribe/Cocopah Tribal Council  
Tribal Administrator**

Overall charge of all Tribal Governmental Departments, Programs, and Operations. Development of Tribal Government budget, implementation of Tribal Council Policies and Directives. Developed and implemented new Codes, Ordinances, & Personnel Policies and Procedures. Developed a new Tribal Grant Programs, Self Insured Health Insurance and upgraded Human Resources Programs. Also instituted the development of new Community Facilities. Overall charge of implementation of all Tribal P.L. 93-638 Contracts. Oversaw aggressive land acquisition program on behalf of the tribal Council and achieved Tribal Membership on Regional Planning Board.

**1994-1997:     Cocopah Indian Tribe/Cocopah Tribal Council  
                         Director of Planning**

Served as overall director of Community Planning for the Districts Community and Strategic Planning efforts. Supervised all planning projects, including the development of land use, land acquisition due diligence, grant development, development of community facilities and infrastructure such as drinking water systems and sanitary sewer systems. Managed all Tribal business expansion and development.

**1994-1994:     Law Firm of Goldberg & Osborne  
                         Legal Assistant**

Managed preparation of cases for settlement and or Trial. Settled Property Damage Claims. Performed initial Client intake. Managed Client case files and prepared settlement demand packages.

**1993-1994:     City of Yuma, Arizona  
                         City Administrator's Office  
                         Communications Assistant**

Preparation of research material for public information for development of hospitality and road improvement assessments, ballot measures, and extension of Special 2% Hospitality Tax. Assisted City Council in presentations to Civic Groups and made presentations of Staff Reports to Committees and Council Meetings and the media.

**1991-1994:     Office of Congressman Ed Pastor  
                         Lyndon B. Johnson Intern/Caseworker**

Performed research on pending legislation. Assisted citizens and responded to issues raised by citizens. Represented the Congressman at civic functions. Worked on Indian Issues, NAFTA, Social Security Issues. Worked in both Arizona State District Office and Washington D.C. capital Office.

**1994-1994:     University of Arizona – SALT Program  
                         Tutor/Teaching Assistant**

Provided teaching assistant and tutorial assistance to students in the subjects of, English, History, Philosophy, Political Science, Comparative Religions, and Communications.

**1992-1992:     Yuma Elementary School District #1  
                         Teaching Assistant**

Provided teaching assistance and tutorial assistance to students in the District's After-School Program at various Elementary Schools.

**1991-1993: Arizona Western College  
Teaching Assistant/Tutor**

Provided teaching assistant and tutorial assistance to students in the subjects of, English, History, Philosophy, Political Science, Comparative Religions, and Communications. Taught Political Science 101 as Honors Capstone Project, including development of the Syllabus.

**1990-1993: Radio Station KAWC  
Broadcaster**

Operated Radio Programming, performed all aspects of broadcast operations. Conducted remote broadcasts. Conducted regular newscast and conducted interviews with news-makers.

**AWARDS & RECOGNITION:**

City of Porterville, California, 2007 Unsung Hero Award  
City of Porterville, California, 2007 Spirit of Freedom Nominee  
Special Appreciation for Improvement & Development of Security at Eagle Mountain Casino, 2007  
U.S. Dept. of Interior, Outstanding Contributions to America's Cultural & Natural Resources  
Division Honors for Broadcasting  
Outstanding Leadership Award  
Outstanding Service Award to Arizona Western College

**ORGANIZATIONS, COMMITTEES, & PUBLIC SERVICE:**

Board of Directors-Boys & Girls Club of the Sequoias  
City of Porterville, California, 2007 Unsung Hero Award  
City of Porterville, California, 2007 Spirit of Freedom Nominee  
City of Yuma, Arizona Planning & Zoning Commission, 1993-1997  
City of Yuma, Arizona, Yuma Youth Leadership, 1993-1994, 1997  
Arizona Western College, Student Lobbyist 1994  
1995 City of Yuma, Arizona Council Nominee

**PROFESSIONAL ASSOCIATIONS:**

Environmental Assessment Association  
Native American Economic Coalition  
International Who's Who of Professionals  
National Collegiate Honors Council  
National Trust for Historic Preservation

Jane Dee Hull  
Governor

# Office of the Governor of the State of Arizona

*To all to whom these Presents shall come Greeting:*

*I, Jane Dee Hull, Governor of the State of Arizona in the name of  
and by the authority of said State, do Commission and Authorize*

**RODNEY MARTIN**

*to be a member of the*

**COMMISSION OF INDIAN AFFAIRS**

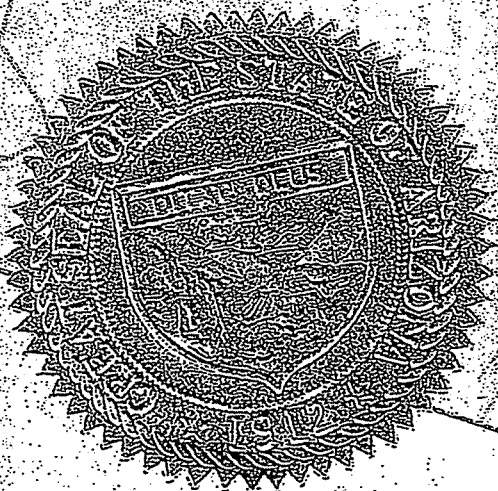
*and to discharge, according to law, the duties of said office, and  
to hold and enjoy the same, together with the powers, privileges and  
emoluments thereunto appertaining, until the legal termination thereof,*

*IN WITNESS WHEREOF I have hereunto set my hand  
and caused to be affixed the Great Seal of Arizona done  
at the Capitol in the City of Phoenix, this Fourth Day of  
February in the year Two Thousand Two.*

Attest:

*Jane Dee Hull*  
GOVERNOR

*Betsy Bayless*  
Secretary of State



THE WHITE HOUSE  
WASHINGTON

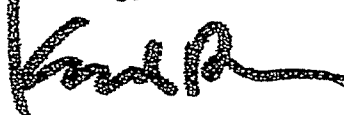
April 23, 2002

Dear Mr. Martin:

It was great to see you at the White House on Tuesday. I appreciated the opportunity to meet with you to discuss issues that are important to Indian Country, including Indian education and economic development programs, which remain a priority for this Administration. We will protect and honor tribal sovereignty and work together through tribal consultation to ensure that Indian Country is not left behind.

If the White House can be of assistance in the future, please contact Ruben Barrales in the Office of Intergovernmental Affairs. We look forward to working with you in the future.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Karl Rove', with a stylized flourish at the end.

Karl Rove  
Senior Advisor to the President

Mr. Rodney Martin

KR:sbr



# **TULE RIVER TRIBAL COUNCIL**

## **TULE RIVER INDIAN RESERVATION**

October 19, 2008

To whom it may concern:

I am pleased to provide this letter of reference for Mr. Rodney Martin.

Mr. Martin has served as the Tule River Tribal Administrator and Clerk of the Tule River Tribal Council for over 2 years. During his service Mr. Martin made remarkable improvements in all aspects of Tribal government programs, and development. Most importantly increasing the professional standards of the Tribe's government operations and significantly improving the Tribe's relations with the surrounding Cities, and the State.

In just two short years, Mr. Martin:

- Established a Tribal Police Department**
- Completely reconstituted the Tribe's Policies & Procedures**
- Developed many new Tribal Codes & Ordinances to safeguard Tribal Sovereignty**
- Implemented a comprehensive & professional budgetary process**
- Implemented a comprehensive Community outreach effort that significantly improved the Tribe's standing in the surrounding community.**
- Managed the development of the Tribe's new Travel Center**
- Development many new Education programs, including a new a K – 3 Elementary School.**
- Developed many new relationships between the Tribe and the surrounding local governments such as the Superior Court, District Attorney, etc.**
- There are many more accomplishments**

Mr. Martin's most significant contribution has been his implementation of professional standards and processing of complex tasks assigned by the a Tribal Council, including extensive and in depth reviews and investigations of the Tribe's gaming operations and regulatory operations as well as Mr. Martin's oversight of the Tribe's \$250 million Casino Resort Project near the Porterville Airport. This Project encompassed multiple complex tasks including negotiations with Local, County and State Agencies and resulted in Mr., Martin successfully obtaining passage of Legislation in the California Assembly and Senate on very large bi-partisan margins.



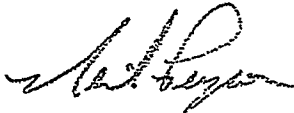
Mr. Martin is a dedicated professional who works long hours on behalf of his Tribe and is always dedicated to the task at hand. He is an excellent spokesman for his Tribe and for Projects he is working on. On many occasions he has turned former adversaries into supporters of Tribal projects. When Mr. Martin was recently working on Tribal Legislation, not a single telephone call, letter or e-mail opposing the Tribe's Legislation was submitted. This is a testament to the many hours of community outreach, communication and persuasion that Mr. Martin engaged in on behalf of the Tribe.

Mr. Martin has also been a tireless advocate for individual members of the Tule River Tribe.

In conclusion, Mr. Martin has proven to be able to multi-task high priority and complex Projects and has been an aggressive advocate for his Tribal Government and always looks for and finds away to make projects happen. Mr. Martin's broad array of experience and ability to develop excellent working relationships has proven to be both effective and an invaluable asset.

If you have any questions regarding Mr. Martin, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Neil Peyron", with a stylized, flowing script.

Neil Peyron  
Chairman  
Tule River Tribal Council



## SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

10005 East Osborn Road/Scottsdale, Arizona 85256-9722 / Phone (480) 362-7400 / Fax (480) 362-7593

April 24, 2012

Mr. Rodney Martin  
146 South Villa  
Porterville, CA 93257

Dear Mr. Martin:

It is my pleasure to inform you that the Salt River Pima-Maricopa Indian Community Council has officially appointed you to serve on the Judicial Selection panel for our Community for the next (4) four years.

One of the purposes of this Committee is to review all applicants applying for positions of: Juvenile, Associate, or Pro tem Judge. The SRPMIC Community recently approved a new position of Licensed Associate Judge. The hiring process will be the first task at hand for this newly appointed Committee. Additionally, it will be up to this appointed Committee to develop and implement the best process to ultimately recommend to the Community Council, the best qualified candidates to fill these positions.

The first meeting will be scheduled for Monday, May 14, 2012 at 1:00 pm at Two Waters, Building B – 1<sup>st</sup> floor in Cottonwood – B102 conference room. Ms. Lillia Munoz of the Human Resources Department will be the contact person from this point forward to assist in the needs of this Committee.

At your first meeting you will receive the following information to help you with your review:

- Policy regarding the judicial selection process
- Sections of the Code of Ordinances that speaks to Judicial appointments/qualifications
- Job Descriptions
- Applications/Resume's of applicants
- Contact numbers & email addresses of committee members

If you have any questions regarding this appointment or about meeting times, please contact Lillia Munoz at (480) 362-5475 or Robin Enos at (480) 362-7892.

Your willingness and desire to serve the Salt River Pima-Maricopa Indian Community in this regard is truly appreciated.

Sincerely,

Diane Enos  
President



## *Tonto Apache Tribe*

Tonto Apache Reservation #30  
Payson, Arizona 85541  
Telephone: (928) 474-5000  
Fax: (928) 474-9125

June 15, 2009

To whom it may concern:

I am writing this letter on behalf of Mr. Rodney Martin. Mr. Martin previously provided professional consulting services (2004), on a broad array of Tribal Government and Community Development Projects as assigned by the Tribal Council of the Tonto Apache Tribe located in Payson, Arizona.

Mr. Martin performed a vast majority of his services on site working in close concert and in meetings with the Tribal Council, Tribal Officials and in meetings with local officials with the City of Payson and or Federal Officials in Phoenix, Az.

It was not uncommon for Mr. Martin to be scheduled for meetings with Tribal Council, Tribal Officials and other meetings and Stakeholders over a two and three day periods up to three and four times per month.

Mr. Martin's service was exceptional and served our Tribe well.

Sincerely,

Calvin Johnson  
Councilmember  
Tonto Apache Tribal Council

# O'CONNOR CAVANAGH

*The Law Office of*  
O'Connor, Cavanagh, Anderson, Killingsworth & Beckers  
A Professional Association

Glenn M. Feldman  
602-263-2452

September 9, 1997

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for Rodney Martin. I have served as Special Counsel to the Cocopah Indian Tribe for the last six years. During recent years, I have worked closely with Rodney, first in his capacity as Tribal Planner and more recently while he served as Tribal Administrator.

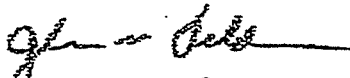
My experiences in dealing with Rodney have all been very positive. Over the years, we have been involved in some very difficult and complex negotiations together. I have found no matter how stressful the situation, Rodney is able to keep his eye on the "big picture" of what he wants to accomplish. At the same time, however, he is very detail oriented, so that small issues do not escape his attention.

During our work together, Rodney has also impressed me with his administrative abilities. He is well organized and expects the same of those who work with him. Rodney also pays particular attention to documenting his files, so that they contain a clear "paper trail" concerning actions that have been taken and decisions that have been made. I find that this enables him to quickly refresh his memory as to the status of a given project, even after a long period of inactivity on a particular matter.

In short, I would give Rodney the highest possible recommendation for any administrative or executive position. His background, skills and personality will enable him to succeed in any position of that kind.

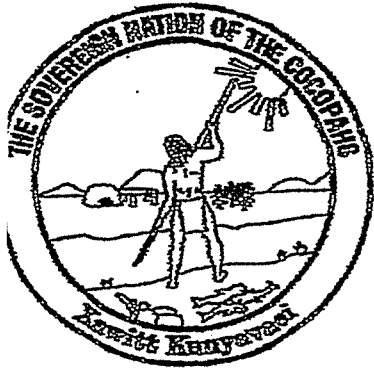
Please let me know if you would like further information.

Sincerely yours,

  
Glenn M. Feldman

\*\*\*\*\*

One East Camelback Road, Suite 1100 • Phoenix, Arizona 85012 • Telephone 602-263-2400 • Fax 602-263-2900  
Phoenix • Tucson • San City • Nogales



# THE COCOPAH INDIAN TRIBE

## COCOPAH TRIBAL OFFICE

County 15th & Avenue G  
Somerton, Arizona 85350

Telephone: (520) 627-2102 or 627-2061  
Fax: (520) 627-3173

November 11, 2001

THE HONORABLE JANE DEE HULL  
GOVERNOR  
STATE OF ARIZONA  
STATE CAPITAL BUILDING  
PHOENIX, ARIZONA 85007

Dear Governor Hull:

I have been informed that Representative Carruthers and Senator Guenther have written letters to you in support of Mr. Rodney Martin being appointed to the Arizona Commission of Indian Affairs. I wish to add my voice of support for Mr. Martin's appointment.

Mr. Martin previously served the Cocopah Tribe as its Resource Planner and Tribal Administrator; he currently assists our Tribe with Special Projects.

Rodney served our Tribe well and continues to do so. He has had a long-standing understanding and relationship with our Tribe for most of his life. He fully understands the challenges Tribe's face in their quest toward economic self-sufficiency and quality of life issues. He implemented many innovative programs and policies for the Tribe. Rodney is also a strong and successful advocate of inter-governmental relationships and cooperation between Tribes and their surrounding communities. He fostered many strong relationships that still exist today with our neighbors. Rodney is also well known in Washington for his strong advocacy for rural Communities and Indian People.

His character and commitment to public service is without question and has been reflected throughout his professional career.

I enthusiastically support and recommend his appointment.

If you have any further questions, please feel free to contact me.

Sincerely,

Sherry Cordova  
Tribal Chairperson  
Cocopah Indian Tribe



# Yavapai-Apache Nation

Phone: (520) 567-3649

Fax: (520) 567-3994

November 14, 2001

Honorable Jane Dee Hull  
Governor  
State of Arizona  
State Capital Building  
Phoenix, AZ 85007

Dear Governor Hull,

I wish to write you to support Mr. Rodney Martin for appointment to the Arizona Commission of Indian Affairs. Rodney previously worked with our Tribe. He also has extensive experience working with other rural tribes and rural communities.

Rodney served the Yavapai-Apache Nation well. He has a proven track record of advancing efforts to provide new and affordable Housing, infrastructure, and Community Facilities on Rural Reservations. He has a long-standing understanding and commitment to rural Arizona and particularly rural Arizona Indian Tribes. He truly understands our history, culture, and challenges we face in our desire to achieve economic self-sufficiency and secure a genuine quality of life for our people. He has a history of developing innovative programs and policies for rural Arizona Tribes throughout the Western United States. Rodney is also a strong advocate of building inter-governmental cooperation between Tribes and their surrounding communities. He fostered many strong relationships between Tribes and their neighbors that still exist today, he is also well known in Washington, D.C. for his strong and positive advocacy on behalf of Indian People and Rural Communities in general.

His character and commitment to public service is without question and has been reflected throughout his professional career.

I strongly support and recommend his appointment.

If you have any further questions, please feel free to contact me.

Sincerely,

Frederick Sanchez  
Vice Chairman

**MILLER, ALLEN & CO., P.C.**

*Certified Public Accountants*

JAMES R. ALLEN, C.P.A.  
MARK L. LANDY, C.P.A.  
STEPHEN T. HARRIS, C.P.A.

5333 NORTH 7TH STREET, SUITE 205  
PHOENIX, ARIZONA 85014  
TEL (602) 264-3888  
FAX (602) 230-0348

ROBERT L. MILLER, C.P.A.  
(1931 - 1992)

September 18, 1997

To Whom it May Concern:

I am writing a letter of recommendation for Mr. Rodney Martin. I have worked with Rodney over the last couple of years on various projects.

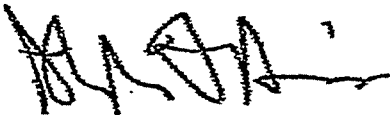
When I first met Rodney he was the Tribal Planner for the Cocopah Indian Tribe. He was responsible for coordinating and directing economic development on the Cocopah Indian Reservation. I was very impressed in the manner and professional attitude that Mr. Martin maintained in many tense and critical situations. Rodney always has the best interest of the Cocopah Tribe at heart.

Mr. Martin currently is the Tribal Administrator for the Cocopah Indian Tribe. This is a critical position at the Tribal Office. Rodney is responsible for overseeing the different departments of the Tribe. Under his direction, the Tribe is in the process of getting their accounting department and accounting records up to date. The Tribe's accounting department is responsible for administering various grant and contract programs as well as Tribal programs.

Rodney has consistently demonstrated his ability as an administrator. When he was the Tribal Planner, he had to bring together the people from industry as well as people from the Tribe and get these groups to work together for their mutual benefit. As the Tribe's Administrator, Rodney has demonstrated that he can get the employees of the many departments of the Tribe to work together for the benefit of the Tribe.

Hopefully, I have provided information that will be valuable to you in evaluating the qualifications of Mr. Rodney Martin. He would be a great addition to your organization.

Sincerely,



Stephen T. Harris, CPA

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## The Cahuilla Band of Indians

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52701 Highway 771, Anza, California 92559 Phone (951) 763-5749 Fax (951) 763-2808

December 9, 2005

To whom it may concern:

I am pleased to provide this letter of reference and recommendation for Mr. Rodney Martin. Rodney worked as a Consultant to the Cahuilla Tribe and then as the Cahuilla Band of Indian's Tribal Administrator.

As a consultant, Mr. Martin began a Strategic Planning process in order to develop a Comprehensive Community and Economic Strategic Plan for the 12,800-Acre Cahuilla Reservation. Additionally, Mr. Martin identified funding sources for the Tribe to enhance Programs and facilities on the Cahuilla Reservation. He began a comprehensive review of our Tribe's Operating Policies & Procedures and made recommendations for more streamlined and updated improvements.

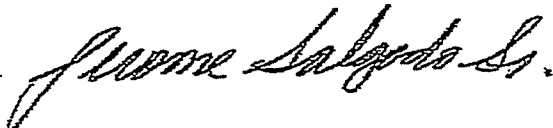
As our Tribe's Tribal Administrator, Mr. Martin made significant progress in a broad range of tasks in a very short period of time. He identified methods to bring down costs of employee health insurance costs. Wrote \$2 million in Grant Proposals for Projects such as Drinking Water Systems, and Community Facilities such as new Tribal Government and Multi-Purpose Community Buildings.

As Tribal Administrator, Mr. Martin also participated in strategic meetings dealing with the Tribe's Water Rights, Economic Development, and Environmental and Planning Issues as well as issues with other Governmental Entities such as adjacent towns and the County on the Tribe's behalf.

I highly recommend Mr. Martin for whatever position or endeavor he is seeking. His honesty and character, as well as his in depth experience will prove to be an invaluable asset to any organization he is working or affiliated with.

If you have any further questions, please feel free to contact me at 951-242-1532.

Sincerely,



Jerome Salgado Sr.  
Tribal Chairman





## SAN LUCY DISTRICT

of the

### TOHONO O'ODHAM NATION

P.O. Box GG, Gila Bend, Arizona 85337

Telephone: (520) 683-2913 (520) 683-2008 Fax

November 13, 2001

THE HONORABLE JANE DEE HULL

GOVERNOR

STATE OF ARIZONA

STATE CAPITAL BUILDING

PHOENIX, ARIZONA 85007

Dear Governor Hull:

I wish to write you to support Mr. Rodney Martin for appointment to the Arizona Commission of Indian Affairs. Rodney works with our District as our Community Planner. He also has extensive experience working with other Rural Tribes and Rural Communities.


Rodney has served our District well. He is advancing efforts at providing new and affordable Housing, Infrastructure, and Community Facilities for our Reservation. He has a long-standing understanding and commitment to rural Arizona and particularly rural Arizona Indian Tribes. He truly understands our history, culture, and challenges we face in our desire to achieve economic self-sufficiency and secure a genuine quality of life for our people. He has a history of developing innovative programs and policies for rural Arizona Tribes throughout the Western United States. Rodney is also strong advocate of building inter-governmental cooperation between Tribes and their surrounding communities. He fostered many strong relationships between Tribes and their neighbors that still exist today, he is also well known in Washington D.C. for his strong and positive advocacy on behalf of Indian People and Rural Communities in general.

His character and commitment to public service is without question and it has been reflected throughout his professional career.

I strongly support and recommend his appointment.

If you have any further questions, please feel free to contact me.

Sincerely,

  
Ernestine G. Marquez, District Chairwoman  
San Lucy District of the Tohono O'odham Nation

ED PASTOR  
2ND DISTRICT, ARIZONA



PLEASE REPLY TO:  
☐ 409 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515-0302  
(202) 225-4066

COMMITTEE ON APPROPRIATIONS

**Congress of the United States**  
**House of Representatives**

☐ 332 EAST McDOWELL, SUITE 101  
PHOENIX, ARIZONA 85004  
(602) 255-0551  
☐ 2432 E. BROADWAY  
TUCSON, ARIZONA 85719  
(520) 624-8235  
☐ 603 SOUTH 25TH AVENUE  
YUMA, ARIZONA 85354  
(502) 329-8157

January 25, 1994

To Whom It May Concern:

I have known Rodney Martin for approximately two years. Mr. Martin has volunteered his services in my Yuma District Office and was also an intern in my Washington, D.C. Office. Mr. Martin has exhibited enthusiasm and pride in his work and has met and surpassed challenges presented to him.

I highly recommend Mr. Martin for any type of challenging employment and I welcome any questions you may have regarding the specifics of Mr. Martin's job description or his work history while employed at our office.

Sincerely,

ED PASTOR  
Member of Congress

**HERB GUENTHER**  
DISTRICT 5

STATESENATOR  
FORTY-FIFTH LEGISLATURE

CAPITOL COMPLEX, SENATE BUILDING  
PHOENIX, ARIZONA 85007-2890  
PHONE (602) 543-4139  
TOLL FREE 1-800-352-8404, X4139  
FAX (602) 543-3429

E-MAIL: hguenther@azleg.state.az.us



## Arizona State Senate

### COMMITTEES:

CHAIRMAN, NATURAL RESOURCES,  
AGRICULTURE & ENVIRONMENT (NR&E)

APPROPRIATIONS

CHAIRMAN, SUB APPROPRIATIONS FOR  
HEALTH AND WELFARE

VICE CHAIRMAN, HEALTH

JOINT LEGISLATIVE AUDIT COMMITTEE

JOINT COMMITTEE ON CAPITAL REVIEW

November 8, 2001

The Honorable Jane Dee Hull  
Governor of Arizona  
Governor's Tower, 9<sup>th</sup> Floor  
Phoenix, AZ 85007

**RE: Arizona Commission on Indian Affairs - Mr. Rodney Martin**

Dear Governor Hull:

I am pleased to recommend Mr. Rodney Martin for appointment to the Arizona Commission on Indian Affairs. In addition to Mr. Martin's experience representing the Cocopah Tribe, Rodney is recognized in Arizona and nationally for his expertise on American Indian issues. Considering the American Indian population in Yuma and La Paz Counties, I believe southwestern Arizona's Indian Tribes would benefit from regional representation on the Arizona Commission on Indian Affairs. Mr. Rodney Martin is an excellent candidate for that representation.

I would be extremely pleased to provide additional information. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Herbert R. Guenther".

Herbert R. Guenther  
State Senator

HRG:ckl

Enclosure - Mr. Martin's resume

Cc: Mrs. Anne Lynch, Special Assistant - Appointments  
Mr. Rodney Martin

JAMES R. CARRUTHERS  
60 WEST WASHINGTON  
DENVER, ARIZONA 85007-2544  
OFFICE PHONE: (602) 542-5273  
HOME PHONE: (602) 244-8413  
CELL PHONE: 1-800-352-8404  
OFFICE FAX: (602) 542-4030  
jcarruth@azleg.state.az.us

COMMITTEES:  
PUBLIC INSTITUTIONS AND  
RURAL AFFAIRS  
CHAIRMAN  
EDUCATION  
NATURAL RESOURCES AND  
AGRICULTURE

STRICTLY

March 12, 2001

The Honorable Jane Dee Hull  
Governor of Arizona  
State Capitol Building  
Phoenix, Arizona 85007

Dear Governor Hull:

It is with great pleasure that I recommend Mr. Rodney Martin be considered for appointment to membership on the Arizona Commission on Indian Affairs. I have known Rodney and his family for several years and we are long time friends. Rodney is a graduate of the Arizona Western College and presently owns a private consulting firm. Mr. Martin is a consultant for the Cocopah Tribe as well as several other Tribes and has a vast amount of expertise regarding tribal affairs. Rodney's experience, knowledge and concern for the issues regarding Native Americans in Arizona and throughout our Nation would clearly make Rodney an excellent candidate for a commission position. There are several tribes who reside in southwest Arizona and it has been years since a member has served on the Commission from our area.

Rodney is a devoted husband and father and an active community leader who has contributed much to the welfare of the Yuma Community. He is active in church, civic and youth activities and serves on local and state committees and boards.

Mr. Martin is honest, trustworthy and of excellent moral character. I believe that Mr. Martin would be an excellent member of the Arizona Commission on Indian Affairs and I recommend him for serious consideration.

Sincerely,

JIM CARRUTHERS  
State Representative

/fm



# CITY OF YUMA

OFFICE OF THE MAYOR AND CITY COUNCIL  
200 West First Street, Yuma, Arizona 85364  
Phone: (602) 783-1270

April 7, 1993

Mayor  
Robert H. Tippett

Councilman  
Arthur R. Everett  
Harriet A. Finkler  
John H. Rodriguez  
William C. Steiert  
Jerry Swart  
Marilyn R. Young

## To Whom it May Concern:

It truly gives me great pleasure to write a letter of recommendation for Rodney Martin. I have known Rodney for approximately three years through my involvement in various aspects of Arizona Western College. My first meeting with Rodney came when I was a participant on the Official Discussions program on KAWC. This program offers elected and appointed officials of the community the opportunity to be interviewed by members of the media. As the student reporter Rodney handled himself in a professional manner and his questions had substance and were perceptive.

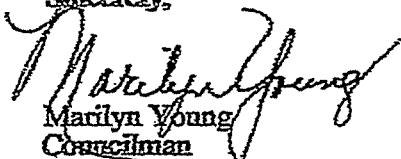
One area of public service in which Rodney has been involved was a fund raising effort by Mr. Robert Hardy. Mr. Hardy put on a concert each year in which the proceeds went to broadcast scholarships for students at Arizona Western College. All those involved with the concert donated their time to this event. Rodney was always there giving many hours of his time which helped make the program a sell out success every time.

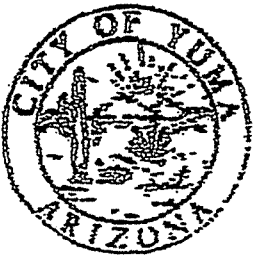
In talking with Rodney I am impressed with his commitment to public service. He knows where he wants to go and is willing to put forth the effort to get there. He has lofty goals but there is no doubt in my mind that he will do what is necessary to make those goals a reality.

I've also seen and heard Rodney deal with difficult situations in a mature and calm manner. He was not intimidated by others regardless of their position. In this particular matter he held his ground, stated his case succinctly and followed the situation through to its conclusion.

His leadership capabilities are obvious to all who work with him. One only has to look at his vitae to know that he is an outstanding leader and will make this community a better place because he has been here.

Sincerely,

  
Marilyn Young  
Councilman



# CITY OF YUMA

180 W. First Street, Yuma, AZ 85304 (602) 783-1271

July 16, 1993

Congressman Ed Pastor  
408 Cannon House Office Building  
Washington D.C. 20515

Dear Congressman Pastor,

Rodney K. Martin served as my Communications Intern during the month of June. During that brief time Rodney distinguished himself by his enthusiasm, promptness, attention to detail, and substantive contributions to the specific tasks he was engaged in.

The City Administrator and City Department heads have all commented favorably to Rodney's presence and observations on an upcoming City ballot issue for which Rodney has been, and will return to, assist me, in preparing a full-blown public information campaign.

His background in political science, journalistic broadcasting, and knowledge of the local scene resulted in clear contributions to the organization within a very brief span.

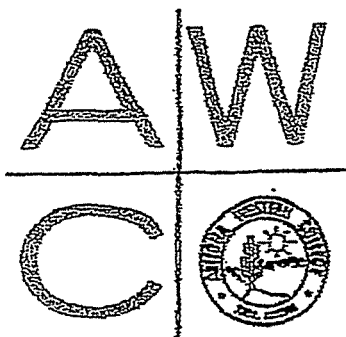
I know you will enjoy working with him.

Sincerely,

Mike Shelton /MS/

Mike Shelton  
Assistant to the City Administrator

MS/ps



# ARIZONA WESTERN COLLEGE

POST OFFICE BOX 923

PHONE: 726-1000

YUMA, ARIZONA 85364

To whom it may concern:

I have known Mr. Rodney Martin for a year. His high level of integrity and intelligence have exemplified him among other students. He has consistently demonstrated superior ability, willingness to work, and positive attitude.

He has accomplished many tasks by utilizing his leadership and responsibility. He has strived for perfection and has extended his helping hands to friends and peers.

He will be positive asset to any organization, and he is well deserved to receive recognition.

Please do not hesitate to call me at 344-7572 if you have any further questions regarding Rodney.

Very truly yours,

Bahman (Bob) Maneshni  
Professor of Economics



April 2, 2007

Rodney Martin  
Tribal Administrator

Dear Rodney:

Our most sincere congratulations on being recognized as one of the Unsung Heroes for 2007.

You have certainly made great strides since August 20 – with the development of a new kindergarten, a tribal police department, a community and cultural center and tribal justice center.

The contributions of the Tule Tribe are truly a benefit, not only to the Tribe, but to the entire Porterville community. Your positive attitude and professionalism enhance that relationship, and we appreciate the way you have made the Porterville community such an important part of your life.

It is with great pleasure that we commend and congratulate you on this very deserving recognition.

  
Cameron Hamilton, Mayor

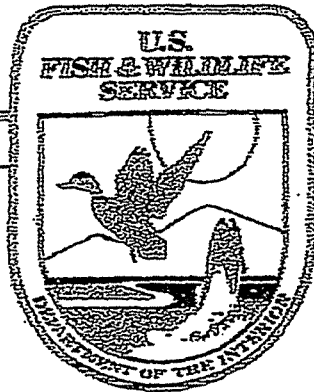
  
Felipe Martinez, Mayor Pro Tem

  
Pete McCracken, Council Member

  
Pedro Martinez, Council Member

  
Eddie Hernandez, Council Member



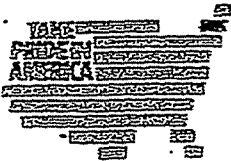


# *Certificate of Recognition*

Presented to

*Rodney Martin*

In appreciation for outstanding contributions  
to America's natural and cultural resources.



*Will Hildebrand*  
U.S. Fish and Wildlife Service

March 2, 1991

Date

## **Senate committee says 'yes' to city-tribe agreement**

By ANITA STACKHOUSE-HITE

June 18, 2008 - 5:19PM

SACRAMENTO — In an unanimous vote Wednesday, the Senate Local Government Committee ratified the Joint Powers Agreement between the Tule River Tribal Council and the City of Porterville.

AB 1884, authored by Assemblyman Bill Maze, R-Visalia, empowers the two entities to work together as a separate government concerning a 120-acre land development project juxtaposed to the Porterville airport.

Ryan Garfield, Tribal Council vice chairman, and Rodney Martin, Tule River tribal administrator, represented the tribe in Sacramento. Porterville Community Development Director Brad Dunlap and Deputy City Manager John Lollis represented the city.

Martin said he was on "cloud nine" because of the results.

"I'm really happy about these blowout votes," Martin said, "especially considering that they're bipartisan. That means we have support from both sides, and that's in our favor when [the bill] finally reaches the governor's desk."

Lollis said he and Martin are in agreement on the importance of the bipartisan support.

"I thought it was exciting to see that, especially in light of the other pieces of legislation," Lollis said. "I think there were 20 or so different local government pieces of legislature, and the committee seemed to be split on every one of them. Plus, there was just a single question that came from chairwoman Sen. Gloria Negrete McLeod. She wanted to know what Maze thought the governor's response will be. Maze said, 'We'll cross that bridge when we get to it.'"

The bill now heads to the full Senate floor as early as next week, and then to Gov. Arnold Schwarzenegger for his signature.

Martin made it clear that the "well-crafted" bill in no way relieves the tribe of its power as a sovereign nation or affects eminent domain.

## Assembly committee says 'yes' to city/tribe agreement

By ANITA STACKHOUSE-HITE

April 30, 2008 - 8:31PM

SACRAMENTO — At approximately 1:30 p.m. Wednesday, the Assembly Committee on Local Government voted as one to pass AB 1884, the Joint Powers Agreement between the Tule River Tribal Council and the City of Porterville.

Four of the seven member committee were present.

What the passage of the bill means is that the two entities are authorized to enter into a joint powers agreement "solely for the purpose of the commercial development of approximately 200 acres of land in the vicinity of the Porterville Airport, 40 acres of which are owned by the Tule River Indian Reservation with the balance owned by the City of Porterville."

Chairman of the Southeast Intergovernment Coordination Committee Duane Garfield represented the tribe in the proceedings. He was accompanied by Vice Chairman Ryan Garfield and Tribal Administrator Rodney Martin.

Porterville City Manager John Longley and Councilman Eddie Hernandez represented the City of Porterville.

"This will allow the city and the tribe work together toward greater economic development," Martin said. "We will be able to work together in developing the area around the airport, which, among other things, will eventually mean more jobs."

According to Hernandez, Assemblyman Bill Maze, R-Visalia, who submitted the AB 1884, spoke first on the bill and its significance. Tule River Tribal Chairman Neal Peyron addressed the committee, as did Duane Garfield and Martin.

Hernandez addressed the committee from the city's point of view, reiterating the council has worked on joint development opportunities since 1987.

"The vision has always been to do something with property by the airport," Hernandez said. "Since 2002, the city and the tribe have been meeting as the Southeast Intergovernment Coordination Committee to develop project area. The vote today is the first big step in achieving the vision of creating more job opportunities."

AB 1884 has at least three more steps to take: it must pass through the state Assembly and Senate and be signed by Gov. Arnold Schwarzenegger. At least three attempts to allow tribes to enter into JPAs have failed.

According to comments from the official AB 1884 summary, AB 1747 (2005, AB 1962 (2006) and AB 2762 (2006) were all vetoed by the governor.

"The other three were vetoed because they were ambiguous," Hernandez said. "This one, AB 1884, only addresses the impact area and does not go beyond it. The others got into gray areas that the governor felt he'd lose control of."

The vote caused optimism to run high. Porterville City Councilman Pete McCracken is optimistic but cautious.

"It's good news, but it means we have a few more hoops to jump through," McCracken said. "This one has a good chance of going all the way because its intent is clear. It's on a different level geographically, and with its purpose. The tribe has been working hard to be a good neighbor with Porterville, and this is a step in the right direction in working together instead of being adversaries."

Hernandez said approval of the legislation is critical for the city and tribe to move ahead in a full governmental partnership to support critical economic development and airport development priorities.

"That means attracting industry here and creating more opportunities," Hernandez said. "In a time of decreased money from the state this gives us an opportunity to create jobs and diversity from farming, which is dear to our hearts, but [in the future] will help to diffuse the impact of the freeze.

— Contact Anita Stackhouse-Hite at 784-5000, Ext. 1043, or [astackhouse-hite@portervillerecords.com](mailto:astackhouse-hite@portervillerecords.com).

## **Voices from the Valley: Tule River Tribe, city setting the standard**

BY RODNEY MARTIN

May 9, 2008 - 10:50PM

On March 7, Vice Chairman Ryan Garfield of the Tule River Tribal Council and Councilman Eddie Hernandez for the City of Porterville signed a historic Memorandum of Understanding (MOU) to guide future negotiations for significant economic development in an area near the Porterville Airport. The proposal calls for the revitalization of the area and the creation of an economic development zone which will be called The Porterville Area Airport Development Authority, or (PAADA).

The city and the tribe has already been cooperating on a variety of issues through the Southeastern Tulare County Intergovernmental Coordinating Committee (STIG). Essentially, the STIG Committee will be formalized and become PAADA and move on to much larger things for the benefits of both communities. The STIG Committee is presently comprised of two appointees by the Tule River Tribe, and two appointees of the Porterville City Council and a fifth member appointed by the STIG Committee.

In this economic development zone, the city and the tribe will cooperate in a government-to-government relationship to create much-needed economic development and create needed job opportunities for the region. Resort and commercial development is envisioned as well as recreational development, such as a new golf course. In addition to the job creation the project will create, shopping and entertainment opportunities will be available right here in Porterville that people have been driving to Bakersfield, Visalia and Fresno for. Additionally, people from those areas will come here and spend money here in Porterville as well.

A component of creating the economic development zone, or PAADA, will be the exercise of joint powers within the zone between the city and tribal governments. Legislation was introduced by state Assemblyman Bill Maze, AB 1884, on Feb. 7 which would empower city and tribal governments to exercise joint powers within the PAADA.

The legislation received overwhelming support and on April 30, Garfield, Hernandez, Porterville City Manager John Longley, STIG Committee Chairman Duane Garfield and I provided testimony to the State Assembly Committee on Local Government. The bill was also supported by letters of support from such entities as the Porterville Chamber of Commerce, who has been great supporters of a better Porterville.

The Committee on Local Government passed the bill unanimously on to the floor of the full Assembly, no small feat for legislation of this nature.

The events that have occurred between local and tribal government right here in Tulare County have been and are setting the standard for government-to-government cooperation between tribal and local government entities to solve local issues together.

Together, tribal and city governments are working together for long-term sustainable economic development.

Together, tribal and city governments are working to provide job creation on a grand scale.

Together, tribal and city government are working to address public safety, planning and infrastructure issues.

While the federal government attempts a short-term approach at economic stimulus via the upcoming "rebate checks," your city and tribal governments have been and are working on long-term economic stimulus that will carry on for generations.

-- Rodney Martin is the Tule River tribal administrator. He has previously held positions in federal, state, local and tribal government. He is a prior recipient of Harry S. Truman and LBJ Fellowships. E-mail Rodney Martin at [mail@rodneymartin.com](mailto:mail@rodneymartin.com).



**DOING DEALS ON INDIAN RESERVATIONS:  
CURRENT ISSUES AND REAL SOLUTIONS**

**ARIZONA BILTMORE**

**MAY 15, 1997**

**3:00 P.M. - 5:00 P.M.**

**CO-SPONSORED BY:**

**INDIAN LAW SECTION  
AND  
REAL PROPERTY SECTION**

## PANELIST BIOGRAPHIES

**RICHARD B. WILKS** admitted to bar, 1960, Arizona; 1971 , U. S. Supreme Court. Education: Antioch College (B.A., 1956); University of Chicago (Doctor of Law, 1959), President, Shea & Wilks, P.C.; has served on the Arizona Town Hall on water resources and on Indian Affairs. Presenter at meetings and continuing legal education seminars on issues of economic development in Indian Country and Indian water rights. Mr. Wilks has also been adjunct faculty in the political science department of Arizona State University, where he taught Federal Indian Law and Policy. He has argued appeals before Arizona appellate courts and the Ninth Circuit Court of Appeals and the United States Supreme Court where he argued the case of *Duro v. Reina*. Mr. Wilks and his firm represent the Salt River Pima-Maricopa Indian Community.

**RODNEY MARTIN** is the Tribal Administrator for the Cocopah Indian Tribe in Yuma and Somerton, Arizona. Prior to becoming Administrator, Mr. Martin served as the Tribe's Planning and Economic Development Director. Mr. Martin is currently responsible for the day-to-day operations of the Tribal Government as well as economic development plans and initiatives. Prior to his service to the Cocopah Tribe, Mr. Martin was with the Law Firm of Goldberg & Osborne and served on the staff of Congressman Ed Pastor in Yuma, Arizona and Washington, D.C. Mr. Martin also served in the Yuma City Administrator's Office as a Communications Assistant. Mr. Martin attended Arizona Western College, the University of Arizona, and William Jewell College. During his scholastic career Mr. Martin was awarded the Harry S. Truman Fellowship and the Lyndon B. Johnson Fellowship. Mr. Martin served on the City of Yuma Planning and Zoning Commission.

**SHAWN E. TOBIN** is a principal of the law firm of Withey & Tobin, P.L.C. He has been practicing in Arizona as a real estate and tax lawyer for the last 15 years and is a certified real estate specialist. He has represented a number of developers and lenders on various developments on Indian Reservations, including both retail, hotel and gaming projects.

**STAN WEBB** received his undergraduate and law degrees from the University of Kansas and a Master in Public Administration degree from Harvard University's Kennedy School of Government. He is a member of the Cherokee Nation of Oklahoma and has been admitted to the bar in Arizona, Colorado, Minnesota, and the District of Columbia. He recently completed a thirteen-year career in real estate with the Bureau of Indian Affairs, including the last eight in the Bureau's Phoenix Area Office. On May 1, 1997, he joined the Phoenix law firm of O'Connor, Cavanagh, Anderson, Killingsworth & Beshears, where his primary practice areas will be Indian law and real estate.



# Environmental Assessment Association



*hereby certifies that*

**Rodney Martin**

*has been qualified for membership in the*

**Environmental Assessment Association**

*and has been admitted by its Board of Directors and declared to be a*

**CEI**

**Certified Environmental Inspector**

*and is hereby granted this certificate  
under the conditions presented in its by-laws.*

Signed and sealed this 17th day of November, 1997

Joan T. Powell  
Managing Director

# Environmental Assessment Association



*heretby certifies that*

Rodney Martin CES

*herebby qualified for membership in the*

Environmental Assessment Association

*and has been admitted by its Board of Directors and declared to be a*

CES

Certified Environmental Specialist

*and is hereby granted this certificate  
under the conditions prescribed in the by-laws.*

Signed and sealed this 14th day of May, 19 99

Greg Bulba  
Managing Director

# CERTIFICATE OF APPRECIATION

This certificate is awarded to

*Rodney Martin*

For the Hard Work and Effort for Improvement of the  
Tule River Tribal Security Department

TULE RIVER TRIBAL SECURITY  
PRESENTED ON 4/9/07

  
Security Director, David Weber

4-9-07  
Date



RECEIVED

JUL 09 2014

ADMINISTRATIVE SERVICES

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Peggy King (Newlin)  
(Please Print)

Appointment to: City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 266 East Morton  
Porterville, CA 93257

Mailing Address: Same

Name of Business: \_\_\_\_\_

☐ Own ☐ Operate

Business Address: \_\_\_\_\_

Telephone: Home 559-781-0315

Cell Work 559-920-0459

FAX \_\_\_\_\_

E-mail i.b.peggy@hotmail

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: As a member of Porterville City Council, I will  
bring a fresh new voice, for teachers, who make up  
the largest workforce of this town, for women, who  
have contributed so much to this community, for  
children who have no voice, for retired residents  
and my friends and neighbors. I am a great  
listener, have creative ideas to offer, work hard  
to bring out the best results in any situation, and  
am excited to offer my time and energy to  
this position.

☐ Resume attached

☒ Letter of request attached

Submitted By: Ricky King

7.10.14  
Date

Received by: Fusa Zawab

Forwarded to: City Clerk

☒ Date: 7-9-14

City Council

☐

Date: \_\_\_\_\_

City Manager

☐

Date: \_\_\_\_\_

Applicable Dept.

☐

Date: \_\_\_\_\_

Tentative Council Mtg Date: 7-15-14



I have enjoyed living in Porterville for over 40 years. My parents, Mr. & Mrs. Ken Williams lived here. I raised my 2 children here. They and their families both live and work here. I graduated from both Porterville High School and Porterville College. I taught elementary school here for over 25 years, recently retired, teach part time at Butterfield Charter High School, recently married Jim King, and am proud to call Porterville my home.

I am a member of Porterville Church of the Nazarene and Team Heidi. I love this town. I shop here, I own a home here, and I have chosen to retire here. I am well invested in this town and want to do my part to help it grow and thrive.

RECEIVED

JUL 09 2014

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

CITY OF PORTERVILLE  
CITY CLERK OFFICE

Please complete all blanks.

Name: Martha A. Flores  
(Please Print)

Appointment to: City Council  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 249 South Indiana St.

Porterville, CA 93257

Mailing Address: P.O. Box 452

Porterville, CA 93258

Name of Business: Retired - Porterville Unified School District & Frugal Fashions Entrepreneur

☐ Own

☐ Operate

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Home 559.784.1685 or Mobile Phone: 559.788.8106

Work \_\_\_\_\_

FAX \_\_\_\_\_

E-mail frugalfashion@hotmail.com or martha.a.flores@gmail.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No



Qualifications:

I have:

- extensive experience on boards, both as an elected member and as an appointed member to non-profit advisory boards.
- a professional background in the public school system that has afforded me the I opportunity to gain competency in the areas of funding, policy development, public communications and governing board processes and procedures.
- have demonstrated my commitment to the Porterville Community through involvement in local organizations and activities.
- been recognized by the Porterville Community for volunteer service.

I am committed to representing all segments of the Porterville Community and looking for avenues to bring groups together in the support of our community as a whole.

My attached resume provides details of my qualification to serve as a City Councilwoman on the Porterville City Council.

- ☒ Resume attached  
☒ Letter of request attached

Submitted By: Martina A. Flores 7/9/2014  
Date

Received by:

Josie Castañeda

Forwarded to: City Clerk

☐ Date: 7-9-14

City Council

☐ Date: \_\_\_\_\_

City Manager

☐ Date: \_\_\_\_\_

Applicable Dept.

☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

Martha Alcazar Flores  
P.O. Box 452  
Porterville, CA 93258  
559.788.8106

July 9, 2014

Porterville City Council  
Mr. Milt Stowe, Mayor  
City of Porterville  
291 No. Main Street  
Porterville, California 93257

Dear Mayor Stowe,

I would be honored to have my application to serve on the Porterville City Council considered by you and the Council. The Greater Porterville area has provided so much for my family and me. I was born and raised here and educated in the local schools. My son was also raised in Porterville and returned here to work and raise his family. It has been my privilege to work with public service organizations as a way to repay the many benefits I have received from this community. I know the problems faced by our community and have an understanding of both the concerns of people in our area and the constraints faced by regulations and budgets. With my varied experiences and my commitment to community service, I am confident that if appointed to serve on the City Council, I can help maintain the forward looking vision of the Porterville community.

Thank you for your consideration of my application.

Sincerely,

A handwritten signature in cursive script, reading "Martha A. Flores". The signature is written in black ink and is positioned below the word "Sincerely,".

Martha A. Flores

/maf

enc: Request for Appointment  
Resume

**Martha Alcazar Flores**  
**P.O. Box 452**  
**Porterville, CA 93258-0452**  
**(559) 788-8106**

**Summary of Business Experience**

**Administrative Assistant to Superintendent, Porterville Unified School District (Interim January 2012-June 2012)**

- Responsible for coordination of communications and calendar for Superintendent
- Governing Board agendas and reports
- District Reports

**Administrative Assistant, Porterville Unified School District (1983-2010) (Retired)**

- Responsible for the coordination and communications of instructional services department
- Establishes and maintains systematic files of correspondence, reports, confidential records, and legal documents
- Compiles reports for local/county/state/federal requirements
- Evaluates circumstances or complaints and determines the need for administrative intervention.
- Identifies and interprets policies, procedures, and regulations that apply to department operations
- Maintains departmental budget
- Interprets for expulsion due process hearings

**Secretary, Porterville Unified School District (1981-1983)**

- Assistant to administrative positions
- Responsible for development of attendance reports for state funding
- Parent and student contacts
- Translation and interpretation

**Escrow Officer, Western Title Insurance (1979-1981)**

**Escrow Secretary, Title Insurance and Trust (1975-1979)**

**Bookkeeper/Teller, Security Pacific Bank (1972-1975)**

**Entrepreneurship**

**Frugal Fashions (1992 to 2011) Retired**

- Founder and Coordinator
- Volunteer based with student and adult participation
- Assistance to those needing affordable business clothing
- Referrals from county services
- Presentation of workshops and fashion shows to local schools and organizations

**Summary of Community and Volunteer Experience:**

**Sierra View Local Health Care District (2008-2012)**

- Elected Board of Director
- Held office of vice-chair 2009-2012
- Liaison to Hospital Foundation Board

**Family Health Care Network (2000-2005 and 1994-1997)**

- Held offices of chair, vice-chair, and secretary
- Board Development and Management Training
- Strategic organization and planning
- Public awareness campaigns

**Tulare Kings Hispanic Chamber of Commerce (2003-2008)**

- Member and Board of Director
- Porterville Chapter Corridor 65 Steering Committee Chair
- Legislative Committee Member
- Building Acquisition Committee-Liaison to Committee and Attorney

**Youth Services Foundation (2006-2007)**

- Advisory Board

**El Futuro Credit Union (2005-2007)**

- Supervisory Audit Committee Chair

**Sierra View District Hospital (2003-2004)**

- Foundation Board of Directors

**Celebrate the Child Within (2003-2008)**

- Board of Director
- Held office as Vice-Chair
- Mistress of Ceremonies

**Comision Honorifica Mexicana Americana (1997 to 1999)**

- Cinco de Mayo Pageant Coordinator

**Tulare County Domestic Violence Task Force (1997-1998)**

**Central California Family Crisis Center (1994-1997)**

- Porterville Mission Project Board of Director
- Secretary
- Domestic Violence Awareness Advocate Training Certification

**Porterville Women's Day Conference (1993-1998)**

- Planning Committee Member

**Organizations**

- Porterville Chamber of Commerce-Member (2013-current)
- St. Anne's School Auxiliary-Member (2013-current)
- Soroptomist International
- Zonta Club of Porterville
- Tulare County Latino Peace Officers Association
- Association of Mexican American Educators

**Awards, Honors and Recognition**

- Porterville Recorder-Women in Business 2013
- Comision Honorifica Mexicana Americana-Cinco De Mayo Grand Marshall 2013
- Tulare Kings Hispanic Chamber of Commerce-Outstanding Contributions
- Porterville Recorder-"Unsung Hero" Economic and Social Development
- Visalia Soroptomist-"Women of Distinction" Economic and Social Development
- Hispanic Times-"Profile of a Community Leader"
- Tulare County Office of Education-"Excellence in Education Employee of the Year"
- Porterville Recorder-"Women in Business" Frugal Fashions
- Zonta Club of Porterville-"Woman of Achievement"
- Porterville Recorder-"The Right Stuff" Frugal Fashions

RECEIVED

JUL 09 2014

CITY OF PORTERVILLE  
CITY CLERK OFFICE

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: JON T. HALLBERG  
(Please Print)

Appointment to: PORTERVILLE CITY COUNCIL  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 256 N. MAIN STREET  
PORTERVILLE, CA 93257

Mailing Address: POB 1863  
PORTERVILLE, CA 93258

Name of Business: NONE  
☐ Own ☐ Operate

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Home 559-361-8384

Work \_\_\_\_\_

FAX \_\_\_\_\_

E-mail jonhallberg@ymail.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: AN ACTIVE INTREST IN POLITICS IN GENERAL  
AN LOCAL POLITICS IN PARTICULAR. I HAVE TWO UNIVERSITY  
DEGREES — BFA, PHOTOGRAPHY, AND BFA. DRAWING.  
WORKED IN MANUFACTURING FOR 25 YRS. <sup>ALSO</sup> AS AN  
ARTIST AND AS A PHOTOGRAPHER. TOUGHT H.S. PHOTOGRAPHY  
FOR SEVERAL YEARS. SUBSTITUTE TEACHING 1ST — H.S.  
FOR THREE YEARS IN CALIFORNIA AND ONE IN ARIZONA.  
WORKED WITH LOCAL CIVIC ORGANIZATIONS — TIME MARCHES  
ON AND THE PICTURE IN THE PARK. ENJOYED WORKING WITH  
PAST COUNCILS AND COMMUNITY GROUPS FOR THE BETTERMENT  
OF THE CITY.

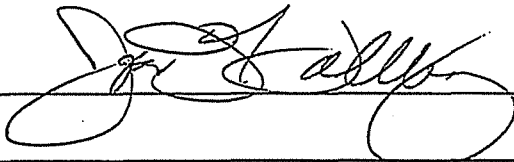
SORRY, A LITTLE ROUGH — JUST HEARD  
ABOUT THIS TODAY AT THE SENIOR  
CENTER.

I LOVE THIS TOWN.

☒ PHOTO  
Resume attached

☐ Letter of request attached

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



July 9, 2014  
Date

Received by: \_\_\_\_\_

Josie Castañeda

Forwarded to: City Clerk

☐

Date:

7-9-14

City Council

☐

Date:

City Manager

☐

Date:

Applicable Dept.

☐

Date:

Tentative Council Mtg Date: \_\_\_\_\_

KEEP THRU OCTOBER 2010

Over 40 Coupons  
in the green section



copyright 2009 Jon Hallberg

## 18th Edition PORTERVILLE HANDI-DIRECTORY

Serving: Porterville - Camp Nelson - Cedar Slope - Ducor - Lindsay - Poplar - Pierpoint Springs - Ponderosa - Strathmore - Springville and Terra Bella

JUL 09 2014

RECEIVED

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Liberty A. Lane  
(Please Print)

RECEIVED

JUL 09 2014

Appointment to: Porterville City Council  
(Name of Board, Commission, or Committee)

CITY OF PORTERVILLE  
CITY CLERK OFFICE

☐ Reappointment; or IF NEW, please provide :

Street Address: 509 North Christopher Drive  
Porterville CA 93257

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Business: Family HealthCare Network

☐ Own ☒ Operate

Business Address: 1107 West Poplar Ave  
Porterville CA 93257

Telephone: Home 559-359-3608

Work 559-781-7242

FAX \_\_\_\_\_

E-mail llomeli@FHCA.ORG

City of Porterville resident:

☒ Yes  
☐ No

Registered Voter:

☒ Yes  
☐ No



Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

- ☒ Resume attached  
☐ Letter of request attached

Submitted By: Liberty Lomel/Liberty Lomel 7/9/14  
Date

Received by: Josie Castañeda

Forwarded to: City Clerk ☐ Date: 7-9-14  
City Council ☐ Date: \_\_\_\_\_  
City Manager ☐ Date: \_\_\_\_\_  
Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_


## Personal Statement

I am a proud citizen of Porterville, born and raised. I have grown up in this city, watched it grow, and I am excited to raise my 3 beautiful children here. I am homegrown and eager to serve my community.

My 45 years living in Porterville has been rewarding and exciting. I grew up in poverty working in the fields in the Central Valley while continuing to succeed at school. I attended and graduated from Porterville High (Go Panthers) and continued on to Porterville College (Go Pirates). I subsequently spent 10 years in the US Navy in active duty during Desert Storm, where I received the Meritorious Service Award. I later attended Fresno State and went on to graduate from Stanford University. Upon returning home, I began my practice in medicine focusing on helping the underserved community in Porterville.

Over the last 2 years, I have been honored to be the Clinical Director at the largest clinic in Porterville. In addition to delivering quality healthcare to my patients, I also manage all levels of personnel in the clinic to ensure efficiency and quality care.

Thank you for your time and consideration for this honor.



Liberty Lomeli

# Liberty A. Lomeli

## Objective

---

Applying for position on Porterville City Council

## Experience

---

|           |                           |                 |
|-----------|---------------------------|-----------------|
| 1999-2014 | Family HealthCare Network | Porterville, Ca |
|-----------|---------------------------|-----------------|

### Physician Assistant – Clinical Director

- Patient Care for over 50,000 patients in my career
- I have been awarded employee of the Month for my organization 2 times.
- I became Clinical Director and (currently acting Medical Director) in 5/2012

I am responsible for 30 medical providers. I see patients 3 days per week while working for a non-profit organization serving the underserved.

---

|           |         |                       |
|-----------|---------|-----------------------|
| 1987-2000 | US Navy | San Diego, California |
|-----------|---------|-----------------------|

### Corpsman

- Attached to Marine Corps base Camp Pendleton during wartime.

Achieved rank of second class petty officer served active duty during Desert Storm. Remaining time was spent serving in the US Naval reserve.

---

## Education

---

|                                      |  |                     |
|--------------------------------------|--|---------------------|
| Stanford Physician Assistant Program | Fresno State University, Fresno California | Porterville College |
|--------------------------------------|--|---------------------|

License in Physician Assistant studies

References – Available upon request

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CITY COUNCIL AGENDA – JULY 15, 2014

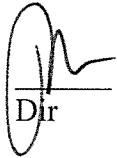

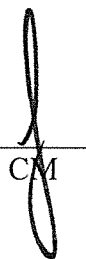
SUBJECT: CONSIDERATION OF APPOINTMENT TO THE TRANSACTIONS  
AND USE TAX (MEASURE H) OVERSIGHT COMMITTEE

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: As previously reported to the Council, newly-appointed Committee Member Jim Grayson resigned thereby creating a vacancy on the Committee with a term due to expire in May 2016. Staff advertised the vacancy and as of the time of agenda distribution has received one Request for Appointment, from Mr. Salvador Estrada, Jr. Mr. Estrada's Request is attached hereto for Council's reference. Requests for Appointment received after the distribution of the agendas will be presented to the Council for consideration and made available to the public under separate cover.

RECOMMENDATION: That the City Council appoint one individual to fill the vacancy created by Mr. Jim Grayson with a term due to expire May 2016.

ATTACHMENT: Request for Appointment – Salvador Estrada, Jr.

|   |  |  |
|---|--|--|
| <br>_____<br>Dir | <br>_____<br>Approp./<br>Funded | <br>_____<br>CM |
|---|--|--|

Item No. 22

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED  
JUN 16 2014  
CITY OF PORTERVILLE  
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: Salvador Estrada Jr

(Please Print)

Appointment to: Measure H Oversight Committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 1161 Median Ave

Porterville CA

Mailing Address: \_\_\_\_\_

Name of Business: Sun Villa Rehab + Nursing

☐ Own

☒ Operate

Business Address: 350 N Villa

Porterville CA

Telephone: Home \_\_\_\_\_

Work (559) 310-8848

FAX \_\_\_\_\_

E-mail Sal@Smithcare.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☒ Resume attached  
☒ Letter of request attached

Submitted By: Salvador E. de 6/14/14  
Date

Received by: Patrice Aldred

Forwarded to: City Clerk ☒ Date: 6/16/14  
City Council ☐ Date: \_\_\_\_\_  
City Manager ☐ Date: \_\_\_\_\_  
Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: 7/15/14

# SALVADOR ESTRADA JR

1161 Median Ave , Porterville , CA 93257 | | C: 559-310-8848 sal@smithcare.com

## Professional Summary

Administrator with a focus on developing high standards of practice, evaluating patient care for effectiveness and implementing necessary changes to programs and policies. Driven to achieve the highest levels of client satisfaction through comprehensive client care.

## Education and Training

### MPA, Public Administration

2015

California State University, Fresno - Fresno, CA  
Coursework in City/State Government  
Coursework in Human Resources  
Coursework in Public Policy and Analysis

### Bachelor of Science, Psychology

2012

Utah Valley University - Orem, UT  
Graduated Cum Laude

## Skill Highlights

- Relationship and team building
- Staff training and development
- Cultural awareness and sensitivity
- Critical thinking proficiency
- Personal and professional integrity
- Conflict resolution
- Staffing management ability
- Patient-oriented
- Staff training and development
- Customer service
- Confident public speaker

## Professional Experience

### Executive Director

Aug 2013 to Current

Providence Group/Smithcare (Sun Villa) - Porterville , CA

Evaluated patient care procedural changes for effectiveness. Served as liaison between management, clinical staff and the community. Actively maintained up-to-date knowledge of applicable state and Federal laws and regulations. Provided thorough supervision for day-to-day operations of facility in accordance with set policies and guidelines. Regularly evaluated employee performance, provided feedback and assisted, coached and disciplined staff as needed. Monitored the nursing and operation of support departments to ensure that resident needs were met and facility was properly maintained. Diligently monitored the QA (Quality Assurance) program to improve performance and maintain high standards of care.

### Activities Director

Apr 2013 to Aug 2013

New Covenant Care Center - Dinuba, CA

Directed, planned and coordinated the activity program in a long-term care setting. Provided thorough supervision for day-to-day operations of activity program in accordance with set policies and guidelines. Regularly evaluated employee performance, provided feedback and assisted staff as needed. Organized and led weekly personnel meetings with team members.

### Customer Support Supervisor

Feb 2011 to Feb 2013

**Vivint Inc - Provo, UT**

Played a key role in helping the company achieve the J.D. Powers & Associates award for outstanding customer experience, consecutively for two years. Hired and trained key individuals who played a major role in the company's growth and success. Helped team members achieve several group and individual incentives.

**Office Assistant II**

Oct 2008 to Jul 2010

**City of Lindsay - Lindsay , CA**

Assisted City Administrator(s) with the daily operations of McDermont Field House. Corresponded with operations staff to ensure key client deliverables were met. Contributed and participated in community projects in a variety of settings.



**COUNCIL AGENDA: JULY 15, 2014**

**SUBJECT:**           **AGREEMENT WITH CASEY BUTLER FOR GOLF MANAGEMENT SERVICES**

**SOURCE:**           PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:**           The City's three year agreement with Mr. Casey Butler for golf management services at the Porterville Municipal Golf Course expires August 3, 2014. The agreement provides a sharing of green fees and cart rental fees. Mr. Butler receives 21% of green fees, monthly and yearly tickets, lockers, and 25% of cart rental fees.

Mr. Butler has exclusive rights to operate the Pro Shop, driving range, food concessions, pull carts, and to provide golf lessons. Mr. Butler shall provide monthly revenue and play data to the City.

Mr. Butler is proposing to continue the current agreement with the only revision being the terms of the agreement be for five years, instead of the three years of the expiring agreement. The new term would be set to expire August 3, 2019. The Council may wish to consider a term less than 5 years.

**RECOMMENDATION:**   That Council consider the Agreement, including the term, and authorize and direct the Mayor to execute same.

**ATTACHMENT:**           Agreement  
Five Year Financial Report

 Director    Appropriated/Funded

 City Manager

**ITEM NO.:** 23

# PORTERVILLE MUNICIPAL GOLF COURSE

## OPERATING AGREEMENT

THIS AGREEMENT, entered into at Porterville, California, by and between the CITY OF PORTERVILLE, a Municipal Corporation of the State of California, hereinafter called "City," and Casey L. Butler, hereinafter called "Operator."

### RECITALS

**WHEREAS**, the City is the owner of a public golf course located within the City of Porterville and known generally as the Porterville Municipal Golf Course; and

**WHEREAS**, the City maintains said golf course for the purpose of making available to the general public the facilities thereon; and

**WHEREAS**, in the operation of said golf course, the City desires to make available public food service, professional golfing instruction and other services related to golfing hereinafter set forth; and

**WHEREAS**, Operator desires to undertake and to perform the services set forth above and other services as hereinafter set forth; and

NOW, **THEREFORE**, it is agreed between the parties hereto as follows:

1. **Operator's Rights and Obligations.** The City grants to Operator, and Operator hereby accepts, the following exclusive right pertaining to the Porterville Municipal Golf Course, with accompanying obligations:

- a. Right to sale of food, soft drinks, and wine and beer. Operator shall be responsible for obtaining requisite ABC License at his sole cost and expense.
- b. Right to sale of golf equipment and miscellaneous merchandise incidental to the game of golf.
- c. Right to rent City golf carts, golf equipment and other equipment incidental to the game of golf.
- d. Right to provide golfing services such as professional golf instructions and professional golf lessons, driving range, conducting of tournaments and similar competitions.

- e. Operator shall instill and maintain positive customer service and a people-oriented approach to the operation of the course.
- f. Operator is to provide, from time to time, recommendations to the City regarding any suggested adjustments to the existing course fees that will enhance both play and revenue.
- g. Operator is to maintain regular communications with the City's Parks and Leisure Services Director, or designee, regarding all operations and evaluation of all programs and promotional efforts.
- h. Operator's programs and promotional efforts shall target, first and foremost, juniors, ladies senior, and seniors, and new golfers, notwithstanding the continuation of free beginner golf clinics one day per month.
- i. Operator, with concurrence of the City's Parks and Leisure Services Director, shall have the authority to conduct special programs and promotions at reduced fees, which shall be intended to increase play 1) during off-peak hours, and 2) targeted groups. Operator, throughout the term of this agreement, shall remain Certified by the United States Golf Teachers Association.
- j. Operator shall conduct activities under this agreement in manners that respect the goals of the City to achieve fiscal sustainability of the course, as well as promoting golf play.
- k. Operator shall assume responsibility, and relieve the City of all liability for any damages or personal injuries incurred, resulting from the presence of spectators allowed on the course under the age of twelve (12) years, including any actions of such spectators.
- l. Operator shall provide monthly revenue and play data to the City in a spreadsheet format provided by the Director of Parks and Leisure Services.

All of the above specified uses hereby granted under the terms of this agreement shall be permitted, carried on and exercised at locations approved by the City Manager of the City of Porterville, or his designated representative, and at no other place or location than the Porterville Municipal Golf Course.

2. **Term.** The term of this agreement shall be five years commencing on August 3, 2014. At the end of five years, provided that Operator is not in default, and further provided that the City Council of the City of Porterville is satisfied with Operator's performance up to that



time, Operator shall have the option to renegotiate the terms of this agreement for an additional five (5) years, *provided the parties can mutually agree upon the terms for renewal.*

**3. Rules and Regulations.** Operator agrees to exercise all rights herein granted subject to, and in accordance with, the rules and regulations of the City Council of the City of Porterville that are now, or may hereafter be, in effect; and the City Manager, or his designated representative, shall provide supervisory control, direction, and enforcement of such rules, regulations, and other terms and conditions of this agreement on behalf of the City of Porterville. The rules and regulations to be enforced on the golf course by Operator, include, but are not limited to, the following:

- a. Use of proper etiquette by golfers, including allowing faster players to play through, leaving the green immediately when completing a hole, control of under-age spectators allowed on the course, avoiding practice swings which will damage the course, smoothing holes and footprints left in sand traps, replacing divots, repairing damage to greens such as ball and spike marks, and the proper movement of riding and/or pull carts. Operator, or his designee, agrees to physically marshal the course by inspecting play on the course from time to time.
- b. Operator shall act as starter in conducting starting times, with priority for groups and insuring that all players register prior to playing on the course.

**4. Condition of Premises.** At the end of the term of this Agreement, or at its earlier termination for any reason whatsoever, Operator agrees to deliver possession of any part of said Municipal Golf Course utilized by Operator, and to clean and restore said premises in a condition satisfactory to the City of Porterville.

**5. Insurance.** Operator agrees that he or she will procure and maintain in force throughout the term of this Agreement insurance policies insuring Operator and the City against public liability and property damage in the following minimum amounts, to wit:

- a. Comprehensive form of commercial general liability, which shall be primary as respect to the City of Porterville, with aggregate limits not being reduced by prior claims, and naming the City of Porterville, its officers, employees, agents and assigns, as additional insured, in at least the following amounts:
  - i. Bodily injury, including death to one or more persons, each occurrence: \$1,000,000.00.
  - ii. Products/completed operations hazard, each occurrence: \$1,000,000.00.
  - iii. Damage to property, each occurrence: \$100,000.00, with no deductible.

iv. Liquor Liability: \$1,000,000.00.

- b. Workers' compensation insurance, conforming to all applicable statutory limits, and covering all employees of Operator.

All insurance shall be carried with insurance companies having a Best rating of not less than A:VII, and which are admitted and authorized to do business in the State of California by the Insurance Commissioner of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The policies of insurance as above provided, or certificates of the insurers evidencing insurance carried, shall be deposited with the City Clerk of the City immediately upon the execution of this Agreement. Should the required insurance coverage, for any reason whatsoever, be cancelled, the insurer is required to provide the City with thirty (30) days notice of such cancellation.

**6. Indemnification.** Operator hereby agrees, to the fullest extent permitted by law, to hold the City, its elective and appointive boards, and its officers, agents and employees harmless from any liability for damage or claims or damage, for personal injury, including death, as well as from claims for property damage which may arise from Operator's operations under this Agreement, or by any one or more persons directly or indirectly employed by, or acting as agent for, Operator. Operator agrees to, and shall, indemnify and defend the City and its elective and appointive boards, officers, agents, and employees from any claims or actions at law or in equity for damages caused, or alleged to have been caused by reason of any of the aforesaid operations, provided as follows:

- a. That the City does not, and shall not, waive any rights against Operator which it may have by reason of the aforesaid hold harmless agreement or because of the acceptance by the City, or the deposit with the City by Operator of any of the insurance policies or certificates of insurance described in this agreement; and
- b. That the aforesaid hold harmless agreement in favor of City shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reasons of any of the acts of Operator regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**7. Additional Rights and Duties of Operator.** Operator further agrees as follows:

- a. Not to assign or sublease this Agreement, or any part thereof, without the written consent of the City first hand and obtained, which consent may be withheld by the City at its sole discretion, and the consent to one assignment or one subletting shall not be construed as a consent to any further assignment or subletting.



- b. To pay the costs of janitorial services inside the clubhouse and locker room, and the cleaning of windows (inside and outside).
- c. Not to violate, permit or suffer the violation of any law, regulation or ordinance of any political subdivision in effect at said premises.
- d. To provide all office supplies necessary for day to day operations. To pay the cost of telephone services utilized by Operator at said premises, with the exception of the credit card processing telephone line. The City will provide credit card processing equipment and telephone service.
- e. To maintain the driving range to include regular trash and ball pick up. The City is responsible for perimeter security fencing. The Operator is responsible for repairs to the safety netting. The City is to mow and provide irrigation water and reserves the right to curtail the driving range irrigation during a water emergency.
- f. To rent City golf carts to the public. The Operator shall receive a percentage of gross revenues for renting the carts. The City shall be responsible for major maintenance of the City-owned golf carts. The Operator will be responsible for cleaning of the carts and minor preventative maintenance including checking oil, batteries, tires, general cart condition and reporting cart repair needed to appropriate maintenance staff.

8. **Waste and Nuisance.** Operator shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of the neighborhood or citizens utilizing said golf course.

9. **Premises.** Operator warrants that he has inspected the premises and accepts them in their present condition and “as is.” Operator may from time to time, at his own cost and expense, make alterations to the premises provided Operator obtains from the City prior written approval of said alterations and after obtaining any other permits or licenses as required by law.

10. **Food Services.** In the exercise of this agreement, Operator will provide food, including, but not limited to, hot sandwich or similar service as well as beverage service to the public during that period of time which coincides with the hours of golf play at said Municipal Golf Course. Operator may also provide said food and beverage service at other times in accordance with the regulations and approval of the City. In this regard, Operator shall, at his sole cost, provide all necessary fixtures and equipment for the purpose of supplying said services.

11. **Course Management.** Operator shall, at all times when the Golf Course is required to be open to the public, and subject to the supervision of the City Manager of the City of Porterville, or his designated representative, perform those duties required of the manager of said Municipal Golf Course.

12. **Compensation.** For the services of Operator as professional-manager of said golf course, the City agrees to pay to Operator as consideration the following:

- a. Twenty-one percent (21%) of all fees collected for lockers, monthly and yearly tickets, green fees.
- b. Twenty-five percent (25%) of all cart fees collected.
- c. All revenue generated from the pro shop, restaurant, pull-cart and club rentals, driving range, lessons, food, and beverage sales.

Operator is also entitled to complimentary play for himself and up to three regular employees.

Operator is not an employee of the City of Porterville, and is therefore ineligible for vacation, sick leave or retirement benefits that may now, or hereafter, be available to employees of the City of Porterville. However, Operator will continue to receive the basic consideration as set forth above, although Operator's absence from the premises may occur from time to time for reason of sickness or vacation. Notice of vacation absences shall be given in advance to the Parks and Leisure Services Director, or his Leisure Services Director, or his designee. Said consideration provided for in this paragraph shall be paid to Operator by the City monthly on the basis of the revenue as set forth and received from the preceding month. All funds received at the course will be operated through the City's cash register for accounting purposes.

13. **Business License.** Prior to conducting any business as contemplated herein, and at all times during the term of this agreement, Operator shall secure a business license from the City of Porterville and provide proof of such license to the Director of Parks and Leisure Services for the City of Porterville.

14. **Days of Operations.** Operator agrees that the golf course shall be open for use six (6) days a week, and shall be opened every Monday that is declared to be a state and/or local holiday, except the course will not be open on the following holidays, whether falling on a Monday, or otherwise: Thanksgiving Day, Christmas Day and New Year's Day. Notwithstanding the foregoing, the Operator shall have the discretion to close the course from time to time due to poor course conditions resulting from inclement weather. Furthermore, notwithstanding the foregoing, the Operator shall have the discretion, in consultation and concurrence of the Parks and Leisure Services Director, to open the course on Mondays for special programs and tournaments.

15. **Termination.** This Agreement with Operator is in consideration of the services that Operator shall perform as the professional-manager of the Porterville Municipal Golf Course. In the event that any of said services required by Operator are terminated, then this Agreement may,



at the option of the City, be terminated and cancelled *pursuant to Section 22 below*. In the event Operator breaches or fails to comply with any terms or conditions of this agreement, then, at the option of the City, this agreement shall be terminated, and Operator shall immediately surrender possession of any premises and/or rights herein granted.

**16. Independent Contractor.** With respect to the performance of the duties and obligations arising under this Agreement, it is mutually understood and agreed that Operator will be acting as an independent contractor. Nothing in this agreement is intended, nor shall be construed, to create a partnership, an employer/employee relationship, a joint venture relationship, or any other relationship between Operator and the City.

**17. Annual Audit.** The Operator will annually transmit to the City an annual summary detailing player demographics, rounds of golf play, cart rental and driving range activity, clinics conducted, and all revenues received by Operator through exercise of this Agreement, within 60 days after the close of each fiscal year during the term of this contract.

**18. Background and Drug Testing.** Alcohol and drug testing is a condition of approval for this agreement. The Operator shall submit to an alcohol and/or drug test conducted by the City Physician at the City's expense. The Operator shall submit immediately to an alcohol and/or drug screen test when requested by the City during the term of this Agreement. Refusing to provide a urine specimen as requested by the City Physician will result in the termination of the Agreement. This agreement is also subject to Operator's successful completion of a background check, to be performed by the City at its own cost.

**19. Additional Duties.** It is contemplated by the parties herein that from time to time there may be required of Operator additional duties not herein specifically set forth. In that event, it is agreed that this Agreement shall be supplemented.

**20. City's Financial Commitment.** The City agrees to provide services and materials to properly maintain the buildings and grounds of said municipal golf course subject to budgetary funding.

**21. Annual Evaluation.** This Agreement shall be reviewed annually. Operator's performance will also be evaluated yearly.

**22. Notice of Termination.** Notwithstanding any provision of this agreement to the contrary, the Agreement may be terminated by either party, without cause, by giving the other party ninety (90) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested, addressed as follows:



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

OPERATOR: Casey Lance Butler  
Porterville Municipal Golf Course  
702 East Isham Avenue  
Porterville, CA 93257

With copies to: Director of Department of Parks & Leisure Services  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

Notwithstanding the foregoing, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party, in the manner set forth herein. "For cause" shall include a breach of any term or condition of this agreement, *and/or per Section 15 above*.

In the event this Agreement is terminated prior to the conclusion of the term hereof, Operator shall be entitled to retain payments under this Agreement and to receive payment of 21% of green fees and 25% of cart rental fees for that portion of the month in which this agreement is terminated.

In the event that the City terminates this agreement prior to the conclusion of the term herein, the City shall purchase all merchandise in stock and on order at the Operator's delivered cost and at market value. Purchase of merchandise excludes personal property. Operator shall afford the City the first rights to all business merchandise, without removing property from the premises, and shall not retain any merchandise or business related property necessary for the continued conduction of operations, without the concurrence of the City.

**23. Equal Opportunity.** Neither Operator, nor any agent, servant, or employee of Operator shall willfully discriminate against any employee or patron of the Porterville Municipal Golf Course on any facilities related thereto, based upon their ancestry, sex, national origin, local custom, habit, or sexual orientation. Violation by Operator of this provision of the State Fair Employment Practices Act shall be cause to terminate this Agreement.

**24. Attorney's Fees.** If any legal action, arbitration or other proceeding is brought in connection with this Agreement, the prevailing parties shall be entitled to recover their actual attorney's fees and costs, in addition to other costs incurred in such action, arbitration or proceeding, reimbursement of fees advanced in the event of arbitration, and other relief to which they may be entitled.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed at Porterville, California, on \_\_\_\_\_, 2014.

CITY:

CITY OF PORTERVILLE

\_\_\_\_\_  
Milt Stowe, Mayor

ATTEST:

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

Approved as to Form:

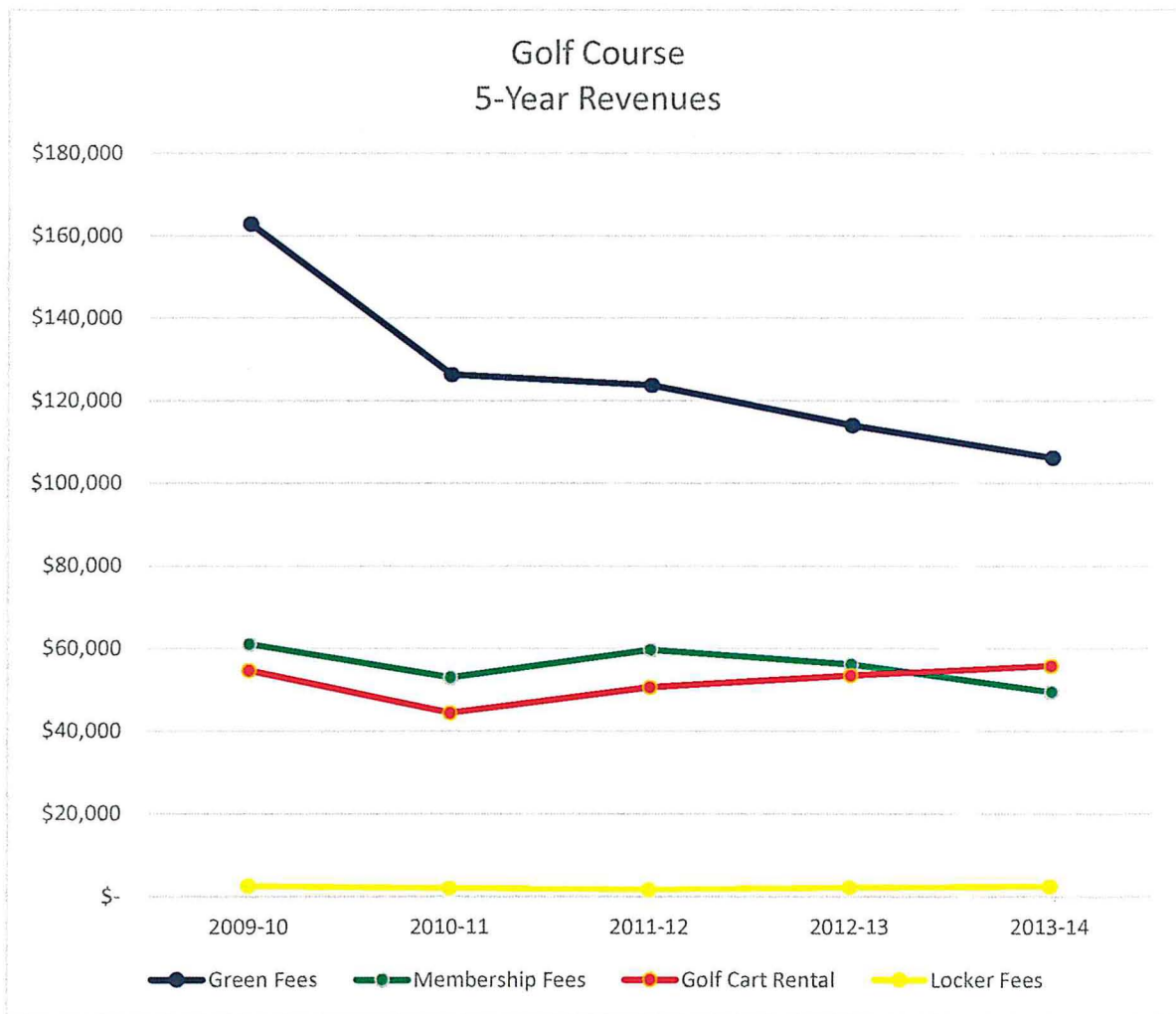
\_\_\_\_\_  
Julie Lew, City Attorney

OPERATOR:

\_\_\_\_\_  
Casey Lance Butler

**CITY OF PORTERVILLE  
GOLF COURSE  
5-YEAR REVENUES**

|                  | 2009-10           | 2010-11           | 2011-12           | 2012-13           | 2013-14           |
|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Green Fees       | \$ 162,703        | \$ 126,219        | \$ 123,597        | \$ 113,806        | \$ 106,001        |
| Membership Fees  | 60,940            | 52,825            | 59,565            | 55,990            | 49,355            |
| Golf Cart Rental | 54,572            | 44,274            | 50,494            | 53,276            | 55,721            |
| Locker Fees      | 2,460             | 1,935             | 1,570             | 2,105             | 2,405             |
| <b>Total</b>     | <b>\$ 280,675</b> | <b>\$ 225,253</b> | <b>\$ 235,226</b> | <b>\$ 225,177</b> | <b>\$ 213,482</b> |



SUBJECT: CONSIDERATION OF ESTABLISHING A POLICY REGARDING DEDICATION PLAQUES FOR CITY FACILITIES

SOURCE: City Manager

COMMENT: Former City Councilmember Shelton requested, and the City Council approved, the consideration of establishing a policy regarding dedication plaques for City facilities.

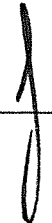
The construction or major renovation/expansion of a City facility or major infrastructure project is a significant undertaking, involving extensive effort on the part of the City Council and City staff in the areas of educating the community regarding the need for the project, funding efforts, design review and contracts approvals, and monitoring of project completion. Although no codified policy currently exists regarding dedication plaques, the City's past practice for dedication plaques has been to include the City Seal, the name of the facility, names and appointed titles of the City Council Members in office at the time of dedication, names of City Council Members in office during any phase of funding and construction, names of the pertinent City staff (City Manager, Department Director, City Engineer, etc) involved during any phase of funding and construction, name of architectural firm(s) responsible for the design and oversight of the construction process, name of the contractor responsible for construction of the facility, and year of occupancy or use of the newly-constructed or major renovation/expansion of the facility. The dedication plaque is then generally situated near the front entrance of the facility or at a location most conveniently and safely viewed by the public.

The City will soon be dedicating both a new City facility (Fallen Heroes Park) and a major infrastructure project (Plano Street Bridge Expansion) within the next couple of months, so any additional direction by the City Council in regards to the establishment of a policy (written or otherwise) would be of immediate and timely significance.

RECOMMENDATION: That the City Council consider establishing a policy regarding dedication plaques for City facilities, and provide direction as appropriate.

ATTACHMENTS: 1. Sample Building Dedication Policy  
2. City of Reno: Dedication Plaques on New City Facilities  
3. City of Sunnyvale: Dedication Plaques for Public Buildings

C/M



Item No. 24

## SAMPLE BUILDING DEDICATION POLICY

The policy regarding building plaques is as follows:

### New Facilities Construction

The names of the Board members taking action to award the construction contract and those of the City Manager/City Administrator, the architect and general contractor shall be engraved on a permanent plaque affixed to the facility.

### Facilities Acquisitions

The names of the Board members taking action to approve the acquisition, and that of the City Manager/City Administrator are to be included on the plaque. If renovation of said facility occurs prior to the City's occupying the facility then, in addition to the names of the Board members taking action to approve the acquisition and the name of the City Manager/City Administrator, the architect and general contractor's names are also to be included on the plaque affixed to the facility.

### Extensive Renovation of an Existing Facility

The names of the Board members taking action to award the construction contract for the renovation project, the names of the City Manager/City Administrator, the architect and general contractor are to be included on the plaque. The plaque will identify the project as a renovation or remodel, and the plaque will be placed next to or close in proximity to, the original dedication plaque.

| <b>MANAGEMENT POLICIES AND PROCEDURES</b>                |   |
|--|---|
| <b>Placing Dedication Plaques on New City Facilities</b> | <b>Number: 210</b>                      |
| <b>Approved by:</b>                                      | <b>Effective Date: August, 29, 2007</b> |
| <b>Charles McNeely, City Manager</b>                     | <b>Page 1 of 2</b>                      |

## **I. PURPOSE**

The purpose of this policy is to provide uniform guidelines as to what may be included on a dedication plaque for City-owned facilities and to outline the process for approval.

## **II. REVISION AND HISTORY**

6-11-2007 New document

8-29-2007 Adopted

## **III. REFERENCES**

Not applicable.

## **IV. PERSONS AFFECTED**

All city employees who are responsible for dedication plaques.

## **V. POLICY**

Dedication plaques are primarily used to recognize those responsible for the construction of a facility.

## **VI. DEFINITIONS**

Dedication plaques are typically cast or etched bronze plaques made for outdoor conditions to withstand elements of nature.

## **VII. RESPONSIBILITIES**

The public works department is responsible for oversight of this policy to ensure it is consistently applied.

## **VIII. PROCEDURES**

- a. The Public Works Director must approve all dedication plaques prior to commissioning the plaque. Requests for approval shall be made during the design phase (prior to advertising for construction). The request will include, at a minimum: a conceptual design of the plaque, including proposed names; a

schematic plan showing the proposed location; material/medium; and the funding source.

- b. Only the following information will appear on the plaque:
  - i. City logo
  - ii. Date of dedication (year only)
  - iii. Facility name (as approved by City Council)
  - iv. City Council members (list those sitting at time of construction award as well as those sitting at time of dedication)
  - v. City Manager (sitting at time dedication)
  - vi. General Contractor
  - vii. Architect
- c. The City Council shall approve all requests for exception to this policy as well as the final draft of the dedication plaque.

## **Policy 7.3.22 Dedication Plaques for Public Buildings**

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### **POLICY PURPOSE:**

The purpose of this policy is to establish guidelines on the layout of plaques for the dedication of buildings on City property.

### **POLICY STATEMENT:**

#### **Dedication Plaques for Public Buildings**

When buildings are dedicated or remodeled through the use of public funds, it is traditional practice to have a plaque installed dedicating the building. When such plaques are desired, the inscription on such plaques shall be limited to:

1. Facility name;
2. An inscription of dedication, if appropriate;
3. The date of dedication;
4. The names of seven Councilmembers in office at the time of dedication, plus the names of the Councilmembers in office since the project was budgeted<sup>1</sup>;
5. The title of the Mayor and Vice Mayor at the time of dedication;
6. The name of the City Manager;
7. The name of the appropriate Department Director. If the plaque is for the dedication of major remodeling or expansion of a facility and a previous plaque(s) existed, those plaques will be retained and appropriately displayed in the facility.

(Adopted: RTC 85-362 (7/16/1985); Amended: RTC 00-142 (5/16/2000); (Clerical/clarity update, Policy Update Project 7/2005); Amended: RTC 06-259 (8/8/2006); Administrative update (March 2012))

Lead Department: Department of Library and Community Services

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<sup>1</sup> In this context budgeted means the Council which approved the one-year budget which officially commences a project, even though it may have been planned earlier in the 10-year Resource Allocation Plan.