

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 20, 2015, 5:30 P.M.**

Call to Order
Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 262-150-001. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Rafael Aguilo. Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville Police Officers Association; Fire Officer Series; and Porterville City Firefighters Association.

3- Government Code Section 54956.95 – Liability Claim: Claimant: Monica Wallace. Agency claimed against: City of Porterville.

4- Government Code Section 54956.95 – Liability Claim: Claimant: Anna Carazos. Agency claimed against: City of Porterville.

5- Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Stowe. Unrepresented Employee – City Manager

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

Pledge of Allegiance Led by Council Member Ward
Invocation

PRESENTATIONS

Employee of the Month – Eric Orong

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG): January 20, 2015
2. Tulare County Economic Development Corp. (TCEDC): December 17, 2014

REPORTS

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

- I. City Commission and Committee Meetings:
 1. Parks & Leisure Services Commission: January 8, 2015
 2. Library & Literacy Commission: January 15, 2015
 3. Arts Commission: No meeting held due to lack of a quorum.
 4. Animal Control Commission: January 5, 2015 and January 19, 2015
 5. Youth Commission: January 12, 2015
 6. Transactions and Use Tax Oversight Committee (TUTOC): January 14, 2015

- II. Staff Informational Reports
 1. Water Conservation Phase II, Water System Status
 2. Building Permit Activity – September, October, November and December, 2014

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

- 1. Minutes of May 6, 2014 and December 16, 2014**

- 2. Request to Purchase Upgrade to Porterville Police Department Audio Logger System**
 Re: Considering approval to purchase equipment, software, licenses, and labor in the amount of \$13,081.55 from Digital Loggers, Inc.

- 3. Authorization to Purchase Passenger Information Equipment**
 Re: Considering approval to purchase passenger information equipment from SHI for \$23,532.07.

- 4. Authorization to Advertise for Bids – Washer/Compactor Project**
 Re: Considering approval of staff's Plans and Project Manual for the project consisting of the installation of the washer/compactor at the Wastewater Treatment Facility head works.

- 5. Authorization to Advertise for Bids – Sludge Dewatering and Electric Blowers Project**
 Re: Considering approval of staff's Plans and Project Manual for the project consisting of the installation of a sludge dewatering machine and three electric blowers at the Wastewater Treatment Facility.

- 6. Approval to Contract with Total Compensation Systems, Inc. for GASB 45 – OPEB Actuarial Valuation Services**
 Re: Considering authorization to enter into an agreement with Total Compensation Systems, Inc. for FY 14/15 actuarial valuation services at a cost of \$5,600; and authorization to negotiate future contract with TCS in an amount not to exceed a 10% increase from the previous year.

- 7. Award of Contract – Tomah Avenue Storm Drain Project**
Re: Considering awarding a contract in the amount of \$57,000 to Greg Bartlett Construction of Porterville, for the project consisting of the construction of approximately 398 lineal feet of storm drain piping, connection to existing storm drain manhole and drop inlets, construction of a new storm drain manhole, trench patching and related appurtenances on Tomah Avenue; and authorization to negotiate construction surveying services.
- 8. Acceptance of Project – Jaye Street and Montgomery Avenue Roundabout Project**
Re: Considering acceptance of project from Central Valley Asphalt, and authorizing the filing of the Notice of Completion for the project consisting of the construction of a roundabout at the intersection of Jaye Street and Montgomery Avenue south of SR190, and appurtenant items necessary for the proper alignment of Jaye Street and Montgomery Avenue to the roundabout.
- 9. Authorization to Cancel Design Service Negotiations for Transit Website Development**
Re: Considering authorization to cancel design service negotiations, and authorization to use City GIS Division staff to assist in the design of the transit website.
- 10. Authorize Parks and Leisure Services Director to Apply for Land and Water Conservation Fund Grant**
Re: Considering adoption of a resolution approving the application for Land and Water Conservation Fund grant funds in the amount of \$350,000 for the development of a portion of 604 N. Henry Street.
- 11. Housing-Related Parks Program**
Re: Considering adoption of a resolution approving the application for Housing-Related Parks Program grant funds in the amount of \$300,000 for the development of a multi-use walking circuit trail throughout the interior of Veteran’s Park.
- 12. Intent to Set a Public Hearing to Consider the Formation of a Sewer Utility District for Area 459**
Re: Considering approval to set a Public Hearing for February 3, 2015, for consideration of the formation of Sewer Utility District 459; approval of the Engineer’s Report; and authorization to notify all affected property owners.
- 13. Cargo Container Permit – 474 South Main Street**
Re: Considering adoption of a resolution approving a Cargo Container Permit to allow for the placement of five cargo containers at 474 S. Main Street.
- 14. Intent to Vacate Easement for Temporary Turnarounds Related to the Development of Nader Homes Subdivision (Nader Development, Inc.)**
Re: Considering approval of a Resolution of Intent to vacate an easement generally located at the east end of Forest Avenue and Orange Avenue between Prospect Street and Cobb Street, and authorization to schedule a Public Hearing on February 17, 2015.

- 15. Intent to Vacate a Portion of Cleveland Avenue East of Villa Street (Sequoia Medical Center)**
Re: Considering approval of a Resolution of Intent to vacate a portion of Cleveland Avenue east of Villa Street, and approval to schedule a Public Hearing on February 17, 2015.
- 16. Implementation of Cargo Container Regulations**
Re: Considering approval of resolutions amending Resolutions 14-2014 and 15-2014, pertaining to the implementation of cargo container regulations.
- 17. Rescind Resolution 61-2014 and Adopt a Revised Resolution Approving and Authorizing the Purchase and Sale Agreement and Escrow Instructions with The Union Pacific Railroad Company**
Re: Considering approval of a resolution rescinding Resolution No. 61-2014, and approval of a draft resolution re-authorizing the Agreement with Union Pacific Railroad Company for the acquisition of 8.2± miles of rail line which is bounded by North Frazier Hwy to the north and Teapot Dome Avenue to the south.
- 18. Ratification of Emergency Expenditures – Repair of City Well #16 and Airport Well #1**
Re: Considering ratification of the emergency repair of two City wells and the initiation of a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$97,000.
- 19. Modification to Loan Agreement and Amendment to License and Development Agreement with the Tulare County Junior Livestock Show and Community Fair**
Re: Considering approval of a modification to the Construction Loan Agreement between the City and the Fair.
- 20. Status Report – Developer Impact Fees**
Re: Considering acceptance of the Developer Impact Fees Status Report for the Fiscal Year ended June 30, 2014.
- 21. Approval for Community Civic Event – Boys and Girls Club of Strathmore – Love our Kids 5K Fun Run – February 14, 2015**
Re: Considering approval of an event to take place at the Sports Complex on Saturday, February 14, 2015, from 9:30 a.m. to 1:00 p.m.
- 22. Legal Services Agreement**
Re: Considering approval of the Legal Services Agreement between the City and McCormick, Kabot, Jenner & Lew for the provision of legal services for the period of March 1, 2015, through February 28, 2018.

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

SCHEDULED MATTERS

- 23. Consideration of Council Member Appointment to Serve as Alternate on TCAG Board**
Re: Consideration of the appointment of a member of the Council to serve as Alternate on the TCAG Board.

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 February 3, 2015.

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

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

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: WATER CONSERVATION PHASE II, WATER SYSTEM STATUS

SOURCE: Public Works Department - Field Services Division

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

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

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

The water system has been impacted from the lack of rain the last three years despite recent storms. Water production for the calendar year to date, December 2014, is a decrease of 9% on the 5-year average and an 8% decrease from 2013. As part of the emergency regulation, the City is required to report monthly water production data. The production for the month of December 2014 was 179 million gallons, residential consumption for the same month was 74 gallons per person per day. Since we started reporting monthly production per capita numbers, the gallons per person per day has decreased from 207 in July 2014 to 74 in December 2014. Staff will continue to monitor ground water levels and production and will inform Council if conditions change, requiring Council action.

RECOMMENDATION: Informational Item.

ATTACHMENT: Drought Response Phase II Flyer
Production Graph

P:\pubworks\General\Council\Water Conservation Phase II Water System Status 2015-01-20.doc

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Report No. II.1



Drought Response Phase II

At-a-Glance

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

DROUGHT RESPONSE PHASE II

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

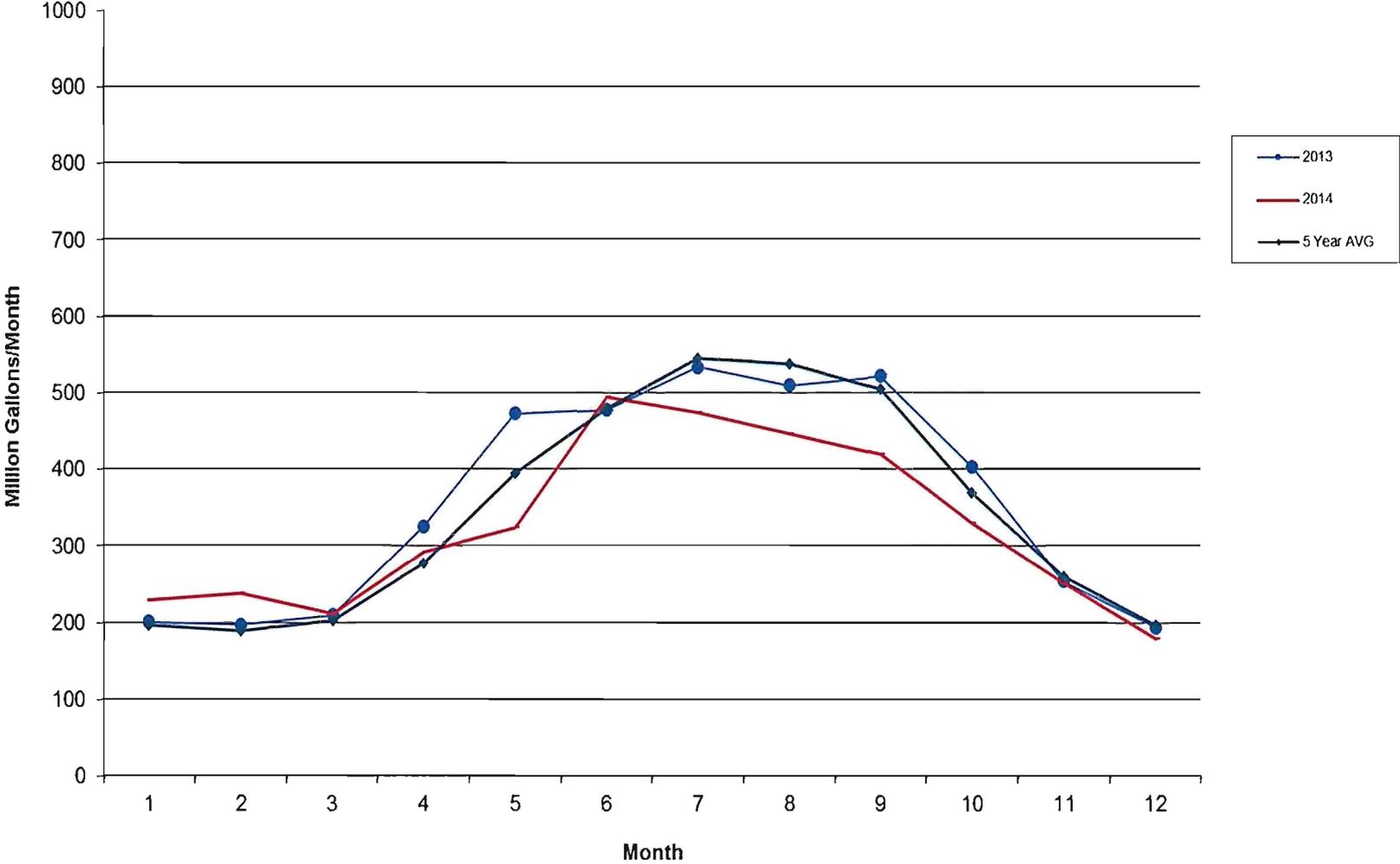
Ornamental water features are prohibited unless the fountain uses a recycling system

WATERING PROHIBITED BETWEEN THE HOURS OF

5:00 – 10:00 AM
5:00 – 10:00 PM

THERE IS NO WATERING ON MONDAYS

Monthly Production Status 2014 Comparison to 2013 & 5 Year Average



COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: BUILDING PERMIT ACTIVITY – SEPTEMBER, OCTOBER, NOVEMBER AND DECEMBER, 2014

SOURCE: Public Works Department - Engineering Division

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of September, October, November and December, 2014. The two main categories include new residential permits issued and new commercial permits issued.

September 2014 compared to September 2013.

New residential permits issued in September 2014 (1) are down 50% from July 2013 (2). No commercial permits were issued in September 2014 compared to one in September 2013.

Year-to-Date (January to September Comparison)

New single-family residential construction permits from January 2014 through September 2014 (20) are down 31% from January 2013 through September 2013 (29). New commercial construction permits from January 2014 through September 2014 (4) are down 20% from January 2013 through September 2013 (5).

October 2014 compared to October 2013

New residential permits issued in October 2014 (3) are down 50% from October 2013 (6). No commercial permits were issued in October 2014 or in October 2013.

Year-to-Date (January to October Comparison).

New single-family residential construction permits issued from January 2014 through October 2014 (23) are down 34.2% from January 2013 through October 2013 (35). New commercial permit issued from January 2014 through October 2014 (4) are down 20% from January 2013 through October 2013 (5).

November 2014 compared to November 2013.

New residential permits issued in November 2014 (5) are up 400% from November 2013 (1). No commercial permits were issued in November 2014 compared to one (1) in November 2013.

Year to Date (January to November Comparison)

New single family residential construction permits issued from January 2014 through November 2014 (28) are down 22.2% from January 2013 through November 2013 (36). New commercial permits issued from

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Report No. II.2

January 2014 through November 2014 (4) are down 33% from January 2013 through November 2013 (6),

December 2014 compared to December 2013.

New residential permits issues in December 2014 (6) are up 200% from December 2013 (2). New commercial permits issued in December 2014 (1) are up 100% from December 2013 (0).

Year to Date (January to December Comparison)

New single family residential construction permits issued from January 2014 through December 2014 (34) are down 10.5% from January 2013 through December 2013 (38). New commercial permits issued from January 2014 through December 2014 (5) are down 16.7% from January 2013 through December 2013 (6).

RECOMMENDATION: None. Informational Only.

ATTACHMENTS: September 2014 Building Permit Activity Report
October 2014 Building Permit Activity Report
November 2014 Building Permit Activity Report
December 2014 Building Permit Activity Report

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
1/1/2013 - 9/30/2013 AND
1/1/2014 - 9/30/2014**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	SEPTEMBER 2014	SEPTEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2014	SEPTEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2014	SEPTEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	1	2	20	29	186,331	385,250	14,544,583	6,625,554	1,839	3,472	146,822	62,965
NEW COMM	0	1	4	5	0	980,000	7,595,000	10,035,267	0	4,743	11,486	30,881
RESID IMPROV	10	15	92	82	55,390	113,452	1,113,550	819,997	2,751	6,213	32,487	28,449
COMM IMPROV	7	5	46	51	696,800	167,000	15,064,150	15,484,642	5,711	1,992	49,403	55,572
OTHER	30	23	174	190	220,300	248,195	2,004,418	1,747,309	5,473	4,417	34,809	37,459
ELECT	55	19	234	153	1,008,103	617,681	3,715,783	1,658,455	11,275	3,700	43,052	30,368
PLUMB	39	33	363	299	0	1,200	2,875	16,224	4,643	4,050	45,986	41,404
TOTALS	142	98	933	809	2,166,924	2,512,778	44,040,359	36,387,448	31,692	28,588	364,045	287,098

	NEW DWELLING UNITS TOTALS			
	SEPTEMBER 2014	SEPTEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	1	2	19	29
MULTI FAMILY	0	0	168	0
TOTAL	1	2	187	29

CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
 REPORT FOR THE PERIODS OF
 1/1/2013 - 10/31/2013 AND
 1/1/2014 - 10/31/2014

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	OCTOBER 2014	OCTOBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2014	OCTOBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2014	OCTOBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	3	6	23	35	707,500	1,257,695	15,252,083	7,883,249	7,568	11,683	154,390	74,648
NEW COMM	0	0	4	5	0	0	7,595,000	10,035,267	0	0	11,486	30,881
RESID IMPROV	11	11	103	93	158,080	231,850	1,271,630	1,051,847	6,011	6,263	38,497	34,712
COMM IMPROV	5	4	51	55	56,980	587,000	15,121,130	16,071,642	2,909	6,276	52,312	61,847
OTHER	23	28	197	218	259,795	233,625	2,264,213	1,980,934	4,951	5,575	39,760	43,034
ELECT	33	14	267	167	424,141	295,720	4,139,924	1,954,175	6,209	2,838	49,261	33,206
PLUMB	34	20	397	319	0	0	2,875	16,224	4,791	3,156	50,777	44,560
TOTALS	109	83	1,042	892	1,606,496	2,605,890	45,646,855	38,993,338	32,439	35,791	396,484	322,889

	NEW DWELLING UNITS TOTALS			
	OCTOBER 2014	OCTOBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	3	6	22	35
MULTI FAMILY	0	0	168	0
TOTAL	3	6	190	35

 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
 REPORT FOR THE PERIODS OF
 1/1/2013 - 11/30/2013 AND
 1/1/2014 - 11/30/2014

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	NOVEMBER 2014	NOVEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2014	NOVEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2014	NOVEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	5	1	28	36	823,863	144,500	16,075,946	8,027,749	11,722	1,914	166,113	76,562
NEW COMM	0	1	4	6	0	600,000	7,595,000	10,635,267	0	6,148	11,486	37,029
RESID IMPROV	7	9	110	102	65,120	42,800	1,336,750	1,094,647	2,720	2,273	41,218	36,985
COMM IMPROV	8	2	59	57	3,332,000	6,500	18,453,130	16,078,142	5,156	1,559	57,469	63,406
OTHER	17	11	214	229	150,604	67,614	2,414,817	2,048,548	3,514	1,859	43,274	44,893
ELECT	26	13	293	180	337,382	228,250	4,477,306	2,182,425	5,393	2,384	54,654	35,590
PLUMB	30	51	427	370	0	4,004	2,875	20,228	4,473	6,023	55,250	50,583
TOTALS	93	88	1,135	980	4,708,969	1,093,668	50,355,824	40,087,006	32,979	22,160	429,463	345,049

	NEW DWELLING UNITS TOTALS			
	NOVEMBER 2014	NOVEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	5	1	27	36
MULTI FAMILY	0	0	168	0
TOTAL	5	1	195	36

 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
 REPORT FOR THE PERIODS OF
 7/1/2013 - 12/31/2013 AND
 7/1/2014 - 12/31/2014

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	DECEMBER 2014	DECEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2014	DECEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2014	DECEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	6	2	19	19	9,643,337	394,765	11,983,356	3,577,587	62,150	4,409	91,438	39,383
NEW COMM	1	0	3	2	2,000,000	0	7,975,000	1,580,000	7,024	0	13,894	10,891
RESID IMPROV	8	9	57	63	251,265	348,560	772,455	905,407	5,934	4,648	24,024	25,751
COMM IMPROV	10	2	42	22	1,072,800	65,000	6,739,430	3,922,167	14,044	1,737	44,327	25,448
OTHER	37	18	138	118	605,537	178,250	1,814,285	1,059,461	7,844	3,616	27,653	22,867
ELECT	31	11	217	89	391,084	244,243	3,188,808	1,574,244	5,747	1,958	41,067	15,608
PLUMB	23	48	219	237	3,000	0	4,000	18,028	3,077	5,864	29,479	30,322
TOTALS	116	90	695	550	13,967,023	1,230,818	32,477,334	12,636,894	105,820	22,233	271,882	170,270

	NEW DWELLING UNITS TOTALS			
	DECEMBER 2014	DECEMBER 2013	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	5	2	18	19
MULTI FAMILY	80	0	80	0
TOTAL	85	2	98	19

 CHIEF BUILDING OFFICIAL

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 6, 2014, 5:30 P.M.**

Called to Order at 5:30 p.m.

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

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

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

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

ORAL COMMUNICATIONS

None

JOINT CITY COUNCIL/AGENCY CLOSED SESSION:

- A. Closed Session Pursuant to:
1- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated
Litigation – Significant Exposure to Litigation: One Case.

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

CITY COUNCIL CLOSED SESSION:

- B. Closed Session Pursuant to:
1- Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APN 253-192-003. Agency Negotiator: John Lollis. Negotiating
Parties: City of Porterville and Johnnie Barber. Under Negotiation: Terms and Price
2 - 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
3- Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APN 253-182-009. Agency Negotiator: John Lollis. Negotiating
Parties: City of Porterville and Pacifica First National, Inc. Under Negotiation: Terms and
Price.
4- Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APN 302-110-076. Agency Negotiator: John Lollis. Negotiating

Parties: City of Porterville and R & B Resources, Inc. Under Negotiation: Terms and Price.
5 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.
6- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cynthia Bowles and Antonio Sousa v. City of Porterville, et al., United States Court of Appeals, Ninth District, Case No.: D.C. No. 1:10-cv-00937-LJO-GSA.
7- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case concerning correspondence served from the State Department of Industrial Relations served on April 16, 2014, pertaining to wages paid on the Olive Avenue Rehabilitation Project.

6:35 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

City Attorney Lew stated that no reportable action had taken place.

Pledge of Allegiance Led by Mayor Cameron Hamilton
Invocation – two individuals participated.

PRESENTATIONS

Employee of the Month – Debbie Salter

PROCLAMATIONS

MDA & Firefighter Month – May 2014
Freedom Days – June 14 - July 4, 2014

AB 1234 REPORTS

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

1. Consolidated Waste Management Authority (CWMA) – April 17, 2014
Council Member McCracken reported on discussion of the new budget, the upcoming election of new officers, and review of invoices received from the County.
2. Tulare County Association of Governments (TCAG) – April 21, 2014
Council Member Gurrola reported on a workshop to review the Work Program Draft, review of the Regional Transportation Plan (RTP), the Sustainable Communities Strategy Plan, and a Public Hearing regarding the RTP.
3. TCAG’s “One Voice Trip” – April 28 – May 1, 2014
Council Member Gurrola spoke of efforts to educate elected officials and their staff of the need for funding for new bridges and bridge projects, and communicated concerns regarding water and transportation.
4. Tulare County Economic Development Corporation (TCEDC) – April 23, 2014
Mayor Hamilton reported on the review of the year’s Work Plan.

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 – May 1, 2014 – No report.
 2. Arts Commission – April 23, 2014 – No report.
 3. Youth Commission – April 23, 2014
Commissioners gave a presentation regarding the year's activities and were presented certificates of recognition for their participation in the Youth Commission.
 4. Transactions and Use Tax Oversight Committee (TUTOC) – May 1, 2014
Committee Member Russell Fletcher reported on review of the 2014/2015 preliminary budget, questioning regarding the Public Safety Building, and review of expenditures.

- II. Staff Informational Reports
 1. Street Performance Measure – 3rd Quarter Report – No verbal report.
 2. Code Enforcement Report, Third Quarter of FY 2013-2014 – No verbal report.
 3. Attendance Records for Commissions, Boards and Committees – No verbal report.
 4. Report on Charitable Car Washes – No verbal report.
 5. Building Permit Activity – March 2014 – No verbal report.
 6. Pioneer Water Company – Water Shares Lease – No verbal report.

ORAL COMMUNICATIONS

- Ben Ennis, Porterville, spoke on behalf of himself, his wife, and the Thompson and Calleston families, expressed discontent with the severe traffic congestion due to the new Burton campus; spoke of safety concerns and efforts to meet with school representatives to remedy the situation.
- Jason Calleston, Porterville, reported that traffic is greatly effecting their lives; and requested City assistance.
- Tony Mauck, Porterville, thanked the members of the Council for their service; requested that Item No. 25 be pulled; spoke in favor of government stewardship, public utilities, public safety and safe roads, and in opposition to funding of any new programs.
- Dennis Townsend, Porterville, requested that Item No. 25 be pulled and denied due to his belief that the proposed program was pushing a sexual lifestyle, associated with LGBTQ and an indoctrination ploy.
- Michelle Ragsdale, Parents Against Bullying, extended an invitation to the planting of the Tree of Kindness at the Heritage Center on Saturday at noon.
- Olivia Carrillo, introduced parents of the Boys and Girls Club participants.
- Alejandra Solis, indicated that she had to cut back her hours at work after the Boys and Girls Club closed; spoke of her son's experience with the Boys and Girls Club; and expressed a willingness to help.
- Maria Diaz, spoke of her autistic son's participation in the Boys and Girls Club and of difficulties finding child care for children with special needs.
- Gerry Quinn, stated that the issue of the Boys and Girls Club closure needed to be dealt with

administratively; presented statistics regarding participation; and spoke of activities.

- Daisy Incupus, indicated that she was a volunteer at the recently closed Boys and Girls Club; spoke in support of its re-opening, of her experience as a volunteer, and of the need in the community.
- Gaylon Quenzor, Visalia, Interim Executive Director of Boys and Girls Club of the Sequoias, indicated that the Porterville site had been closed due to lack of funding; spoke of a desire to re-open the club and of the need for community support and donations.

Mayor Hamilton spoke of the need for Boys and Girls Club in Porterville, the amount of money required per year to run the program, the need for community support and funding, and the possibility of shuttling youth to Exeter for the summer months.

CONSENT CALENDAR

Item Nos. 3, 8, 14, and 25 were removed for further discussion. Council Member Shelton noted conflicts relative to Item Nos. 22 and 23. City Manager Lollis advised Council Member Ward regarding his conflicts with Item Nos. 5 and 6. The Council Members indicated their abstentions on the respective items of conflict.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Ward, that the City Council approve Item Nos. 1, 2, 4 through 6, 9 through 13, and 15 through 24. The motion carried unanimously, with the aforementioned abstentions.

1. CITY COUNCIL MINUTES OF OCTOBER 1, 2013 AND APRIL 15, 2014

Recommendation: That the City Council approve the Minutes of October 1, 2013, and April 15, 2014.

Documentation: M.O. 01-050614

Disposition: Approved.

2. REQUEST TO PURCHASE 30 POLICE DEPARTMENT PORTABLE RADIOS

Recommendation: That the City Council authorize the purchase of 30 portable radios by the Porterville Police Department.

Documentation: M.O. 02-050614

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS – 2013/2014 FISCAL YEAR MICRO-SURFACING PROJECT

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

Documentation: M.O. 03-050614
Disposition: Approved.

5. AUTHORIZATION TO NEGOTIATE A CONTRACT WITH CAROLLO ENGINEERS – DESIGN OF WASHER/GRINDER/COMPACTOR

Recommendation: That the City Council:

1. Authorize the Public Works Director to negotiate a Consultant Service Agreement with Carollo Engineers to review and evaluate five or more washer/compactor assemblies and prepare plans and specifications;
2. Authorize a “Not to Exceed” amount of \$48,000;
3. Authorize 10% contingency to cover unforeseen design issues; and
4. Authorize the Mayor to execute the Service Agreement if all terms and conditions have been met.

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

Documentation: M.O. 04-050614
Disposition: Approved.

6. AUTHORIZATION TO NEGOTIATE A CONSULTANT SERVICE AGREEMENT – ANALYSIS OF ALTERNATIVE ENERGY PRODUCTION

Recommendation: That the City Council:

1. Authorize the Public Works Director to negotiate a “Not to Exceed” \$50,000 Consultant Service Agreement with Carollo Engineers;
2. Authorize the Mayor to execute the Consultant Service Agreement with Carollo Engineers for the services described herein;
3. Direct the Public Works Director to present the findings of Phase I work to the City Council and secure Council’s authorization to proceed with Phase II work; and
4. Authorize progress payments up to 100% of the fee amount.

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

Documentation: M.O. 05-050614
Disposition: Approved.

7. AUTHORIZATION TO DISTRIBUTE REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL CONSULTING SERVICES

Recommendation: That City Council:

1. Authorize staff to terminate the on-call consulting services contract with Quad Knopf (signed March 13, 2013); and
2. Authorize staff to distribute a Request for Qualifications for On-Call Consulting Services to backfill the vacant position on the list of available on-call consultants.

Documentation: M.O. 06-050614
Disposition: Approved.

9. ACCEPTANCE OF PROJECT – MAIN STREET REPAIR PROJECT (N. MAIN STREET ADJACENT TO PORTER SLOUGH & S. MAIN STREET AT STATE ROUTE 190)

Recommendation: That the City Council:

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

Documentation: M.O. 07-050614
Disposition: Approved.

10. ACCEPTANCE OF PROJECT – MATHEW STREET SHOULDER STABILIZATION PROJECT (OLIVE AVENUE TO TOMAH AVENUE)

Recommendation: That the 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.

Documentation: M.O. 08-050614
Disposition: Approved.

11. ACCEPTANCE OF THE CNG REFUSE TRUCKS, PM10 STREET SWEEPER AND 3 AXLE DUMP TRUCK

Recommendation: That the City Council:

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

Documentation: M.O. 09-050614

Disposition: Approved.

12. THIS ITEM HAS BEEN MOVED TO SCHEDULED MATTERS.

13. PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT – JAYE STREET BRIDGE REHABILITATION

Recommendation: That the City Council:

1. Approve the program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct the City Clerk to return the signed program supplement to the Department of Transportation.

Documentation: Resolution No. 22-2014

Disposition: Approved.

15. RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 34B

Recommendation: That the City Council approve the Lease Agreement between the City of Porterville and Mr. Bruce Kaiser for Lot 34B at the Porterville Municipal Airport.

Documentation: M.O. 10-050614

Disposition: Approved.

16. INTERIM FINANCIAL STATUS REPORTS

Recommendation: That the City Council accept the interim financial status reports as presented.

Documentation: M.O. 11-050614

Disposition: Approved.

17. QUARTERLY PORTFOLIO SUMMARY

Recommendation: That the City Council accept the quarterly Portfolio Summary.

Documentation: M.O. 12-050614

Disposition: Approved.

18. APPROVAL FOR COMMUNITY CIVIC EVENT – TULARE COUNTY JR. LIVESTOCK SHOW AND COMMUNITY FAIR – PORTERVILLE FAIR – MAY 14-18, 2014

Recommendation: That the Council approve the Community Civic Event Application and Agreement from the Tulare County Jr. Livestock Show and Community Fair,

subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 13-050614
Disposition: Approved.

19. APPROVAL FOR COMMUNITY CIVIC EVENT – TULARE COUNTY MENTAL HEALTH SERVICES – FAMILY CHAMPIONS PICNIC – MAY 15, 2014

Recommendation: That the City Council approve the Community and Civic Event Application and Agreement submitted by the Tulare County Mental Health Services, subject to the stated requirements contained in the Application, Agreement and Exhibit A and Exhibit B.

Documentation: M.O. 14-050614
Disposition: Approved.

20. REQUEST FOR PROCLAMATION – COMMUNITY ACTION MONTH – MAY 2014

Recommendation: That the City Council consider approval of the request to proclaim May 2014 as Community Action Month.

Documentation: M.O. 15-050614
Disposition: Approved.

21. REQUEST FOR PROCLAMATION – OLYMPIC DAY – JUNE 23, 2014

Recommendation: That the City Council consider approval of the request to proclaim June 23, 2014, as Olympic Day.

Documentation: M.O. 16-050614
Disposition: Approved.

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

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

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

Documentation: M.O. 17-050614
Disposition: Approved.

23. 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: Ward, McCracken, Gurrola, Hamilton
NOES: None
ABSTAIN: Shelton
ABSENT: None

Documentation: M.O. 18-050614
Disposition: Approved.

24. PORTERVILLE BOYS & GIRLS CLUB UPDATE

Recommendation: That the City Council accept staff's report, and provide any further direction as appropriate.

Documentation: M.O. 19-050614
Disposition: Approved.

PUBLIC HEARINGS

26. MODIFICATIONS TO THE PACIFIC RIM COMMERCIAL MIXED USE PROJECT (PRC 2012-002)

Recommendation: That the City Council:

1. Approve the draft ordinance amending Zone Change 2012-002;
2. Waive further reading of the draft ordinance, approving the modifications to the Zone Change and order it to print; and
3. Adopt the draft resolution containing findings and conditions in support of modifications to the approval of Tentative Parcel Map 2012-002.

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

Council Member Shelton inquired about possible problems with traffic circulation and public safety at the project site.

The Public Hearing was opened at 8:25 p.m.

- Scott Vincent, project architect, stated that gates will be put in at the project site to mitigate safety concerns.

When no one else came forward, the Public Hearing was closed at 8:29 p.m.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member Shelton, that the City Council approve the draft ordinance amending Zone Change 2012-002; waive further reading of the draft ordinance, approving the modifications to the Zone Change and order it to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE MODIFYING ORDINANCE 1796 RELATED TO CONDITIONS OF APPROVAL FOR ZONE CHANGE 2012-002-Z; and adopt the draft resolution containing findings and conditions in support of modifications to the approval of Tentative Parcel Map 2012-002. The motion carried unanimously.

City Attorney Lew read the ordinance by title only.

Documentation: Ordinance No. 1810; Resolution No. 23-2014
Disposition: Approved.

27. MINOR CONDITIONAL USE PERMIT FOR BROADCASTING FACILITY LOCATED AT 362 N. PORTER ROAD

Recommendation: That the City Council adopt the draft resolution approving the minor Conditional Use Permit for a broadcasting facility located at 362 N. Porter Road subject to conditions of approval.

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

The Public Hearing was opened at 8:35 p.m. Seeing no one, the Mayor closed the Public Hearing at 8:36 p.m.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member Gurrola, that the City Council adopt the draft resolution approving the minor Conditional Use Permit for a broadcasting facility located at 362 N. Porter Road subject to conditions of approval. The motion carried unanimously.

Documentation: Resolution No. 24-2014
Disposition: Approved.

28. CONSIDERATION OF CONDITIONAL USE PERMIT (PRC 2014-005-C) TO ALLOW FOR THE DEVELOPMENT OF A DRIVE THROUGH CAR WASH TUNNEL WITH SELF-SERVE VACUUMS LOCATED AT PORTERVILLE

WEST SHOPPING CENTER

Recommendation: That the City Council adopt the draft resolution approving the Conditional Use Permit (PRC 2014-005-C) subject to conditions of approval.

City Manager Lollis introduced the item, and Associate Planner Fernando Rios presented the staff report.

Council Member Gurrola inquired about the traffic flow and corridor improvements near the project site.

The Public Hearing was opened at 8:43 p.m.

- Fred Scott, project architect, addressed the Council's questions regarding traffic flow and water drainage.
- Russell Fletcher, expressed support for the project and commended the water conservation efforts included in the project plans.
- Tony (last name inaudible), spoke in favor of the project.

The Public Hearing was closed at 8:49 p.m.

Mayor Hamilton inquired about water drainage infrastructure at the project site, and City Engineer Mike Reed provided information.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member McCracken, that the City Council adopt the draft resolution approving the Conditional Use Permit (PRC 2014-005-C) subject to conditions of approval. The motion carried unanimously.

Documentation: Resolution No. 25-2014

Disposition: Approved.

SCHEDULED MATTERS

29. INTERPRETATION OF TRANSACTIONS AND USE TAX (MEASURE H)
OVERSIGHT COMMITTEE ELIGIBILITY AND CONSIDERATION OF
APPOINTMENTS

Recommendation: That the City Council:

1. Provide direction to staff as to whether working as an independent contractor qualifies as operating a business;
2. Reappoint those current committee members who are interested in remaining on the Committee to four-year terms to expire in May of 2018;
3. Appoint Dr. Raheel Mann to the seat vacated by Mr. Michael McDonald for a four-year term; and

4. Direct the City Clerk to advertise, if necessary, any remaining vacancies on the Committee, and notify all interested individuals of the Council's action.

City Manager Lollis introduced the item, and Administrative Services Director Hildreth presented the staff report, pointing out ambiguities in the committee's eligibility requirements.

City Attorney Lew advised the Council that they have the ability to interpret the committee's eligibility requirements, since they adopted the requirements through their own Resolution.

The Council discussed the circumstances of Mr. Grayson's eligibility and voiced their approval of all candidates for appointment.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member Shelton, that the City Council affirm that working as an independent contractor does qualify as operating a business; re-appoint Mr. Fletcher, Ms. Harris, Mr. Nebeker, and Mr. Simonich to the Committee with four-year terms to expire in May of 2018; and appoint Dr. Raheel Mann to the seat vacated by Mr. Michael McDonald for a four-year term. The motion carried unanimously.

Documentation: M.O. 20-050614
Disposition: Approved.

30. AUTHORIZATION TO OPERATE SHUTTLE SERVICE TO SPECIAL EVENTS

Recommendation: That the City Council:

1. Provide direction for operating a parking lot shuttle during the 2014 Porterville Fair as requested;
2. Provide direction for expanded transit service, operating hours, and passenger fares for the 2014 Porterville Fair; and
3. Provide direction for expanded transit service, operating hours, and passenger fares to the 2014 Porterville Freedom Fest on June 28, 2014.

City Manager Lollis introduced the item, and Transit Director Richard Tree presented the staff report. Mr. Tree highlighted the success of the shuttle programs in the past and noted that the City cannot legally charge the Fair for shuttle services.

Council Member Shelton expressed his support for the shuttle services provided for the Porterville Fair and Freedom Fest, but indicated his opposition to the Fair parking lot shuttle. Vice Mayor Ward stated that he would like a cap placed on the amount of money spent by the City per passenger, and Council Member Gurrola inquired about the permanence of the shuttle routes.

Council Member McCracken inquired about the arrangement with the Tule River Indian Tribe to provide City Transit services to the Eagle Mountain Casino, asking if the Tribe pays for these services. Transit Director Richard Tree indicated that the Tribe does pay for a portion of the

service cost, but that their payment is to cover the riders' fares. Council Member McCracken asked if a similar arrangement could be made with the Porterville Fair.

The Council discussed the level of ridership for these special events, pointing out that ridership has historically been very low for the Fair.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member Gurrola, that the City Council approve the expanded transit service, operating hours, and passenger fares to the Porterville Freedom Fest for the next five years, but limit the cost per passenger to a maximum of \$10. Should the fare per passenger need to exceed \$10 for any reason, staff must return to the Council for approval. The motion carried unanimously.

Documentation: M.O. 21-050614
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Mayor Hamilton, that the City Council deny the request to operate a parking lot shuttle during the 2014 Porterville Fair. The motion carried unanimously.

Documentation: M.O. 22-050614
Disposition: Request denied.

COUNCIL ACTION: MOVED by Vice Mayor Ward, SECONDED by Council Member Shelton, that the City Council approve the expanded transit service, operating hours, and passenger fares for only the "Kids Day" of the 2014 Porterville Fair. The motion carried unanimously.

Documentation: M.O. 23-050614
Disposition: Approved "Kids Day" only.

City Manager Lollis noted that the City of Porterville's transit system had been recognized as the "Outstanding Large Transportation System" in the State of California by the California Association of Coordinated Transportation.

The Council took a five-minute break at 9:22 p.m.

31. REVIEW OF CURRENT REGULATIONS PERTAINING TO YARD SALES

Recommendation: That the City Council review and discuss the information provided in the staff report and if needed, provide direction to staff.

City Manager Lollis introduced the item, and Interim Community Development Director Jenni Byers presented the staff report, noting that the State Board of Equalization requires a Seller's Permit if sales events are three or greater in a twelve-month period.

The Council discussed the levels of enforcement of yard sale limits at the City and State levels. City Attorney Lew advised that the Council could increase its limit on the number of yard sales allowed, but will need to inform residents of the State Board of Equalization requirements.

The Council directed staff to look into the possibility of increasing the number of yard sales allowed per year, in addition to the implementation of a permit process.

Disposition: Direction given.

32. PROPOSED DRAFT REVISIONS TO CITY ANIMAL CONTROL ORDINANCE

Recommendation: That the City Council consider the proposed draft revisions to the City's Animal Control Ordinance, and provide direction to staff as appropriate.

City Manager Lollis introduced the item and presented the staff report.

Vice Mayor Ward inquired about dog licensing, vaccinations, and the frequency of residents being bitten by rabid dogs. Council Member McCracken noted increased activity among cities regulating ownership of chickens, quail, and bee hives.

Chief of Police Chuck McMillan addressed the Council's questions regarding licensing fees and vaccination requirements. Vice Mayor Ward expressed his desire for more information on this item before adopting any revisions to the Animal Control Ordinance.

Mayor Hamilton made a motion to approve the draft revisions to the City's Animal Control Ordinance; however, City Attorney Lew noted that staff would need more direction on the Council's policy preferences, particularly regarding urban farming, before the ordinance would be ready for final adoption. The motion died due to lack of a second.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Vice Mayor Ward, that the City Council continue the consideration of this item to the next meeting. The motion carried unanimously.

Documentation: M.O. 24-050614

Disposition: Continued.

33. FORMATION OF AN ANIMAL CONTROL COMMISSION

Recommendation: That the City Council consider the draft Ordinance, and provide any further direction as appropriate.

City Manager Lollis introduced the item and presented the staff report.

Council Member Shelton proposed that the commission consist of five members instead of seven.

COUNCIL ACTION: MOVED by Council Member McCracken, SECONDED by Council Member Gurrola, that the City Council amend the draft ordinance to form a five-member commission instead of seven; establish a quorum requirement of three members instead of four; strike the last sentence in section 5B-2; and direct staff to bring the item back for First Reading. The motion carried unanimously.

Documentation: M.O. 25-050614

Disposition: Approved, as amended; and direction given.

34. 2014 CITY-WIDE SPEED SURVEY – AMENDMENT TO TRAFFIC ORDINANCE 1162

Recommendation: That the City Council:

1. Approve the proposed Ordinance Amendment;
2. Give First Reading to the Ordinance amending *Chapter 17, Article XV, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets*, in the City Code;
3. Authorize the Deputy City Clerk to execute the Speed Survey Status Report; and
4. Direct the City Engineer to make appropriate changes in the posted signs when the ordinance becomes effective.

City Manager Lollis introduced the item, and Public Works Director Baldo Rodriguez presented the staff report.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member McCracken, that the City Council approve the proposed Ordinance Amendment; give First Reading to the Ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 17, ARTICLE XV, SECTION 17-15, PRIMA FACIE SPEED LIMITS DETERMINED ON CERTAIN STREETS, OF THE CODE OF THE CITY OF PORTERVILLE; authorize the Deputy City Clerk to execute the Speed Survey Status Report; and direct the City Engineer to make appropriate changes in the posted signs when the ordinance becomes effective.

City Manager Lollis read the ordinance by title only.

Documentation: Ordinance No. 1811

Disposition: Approved.

CONSENT CALENDAR (Items removed for further discussion)

25. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM – REQUEST FOR THE CITY COUNCIL TO CONSIDER SPONSORING THE ESTABLISHMENT

OF A COMMUNITY YOUTH SAFE ZONE PROGRAM

Recommendation: Council Member Gurrola makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider sponsoring the establishment of a Community Youth Safe Zone Program.

City Manager Lollis introduced the item.

Council Member Gurrola noted that the request for a Community Youth Safe Zone Program came from a local school faculty member at a Step-Up meeting, and that a group of high school students would like to give a presentation to the Council regarding the matter of bullying and the need for safe zones beyond school campuses.

A discussion ensued, during which Mayor Hamilton suggested bullied students ought to “grow a pair” and stick up for themselves. Council Member Gurrola commented that growing a pair might prove difficult for a ten-year-old girl.

Vice Mayor Ward and Council Member Shelton expressed concern for the staff training that would be involved with the safe zones program, and questioned whether such training would provide useful information or merely propaganda.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Ward, that the City Council authorize a Scheduled Matter on the May 20, 2014, City Council Agenda to consider sponsoring the establishment of a Community Youth Safe Zone Program.

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

Documentation: M.O. 26-050614

Disposition: Item scheduled.

3. AUTHORIZATION TO ADVERTISE FOR BIDS – ANIMAL SHELTER FACILITY

Recommendation: That City Council:

1. Approve staff’s recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the Public Works Director to negotiate a “Not to Exceed” \$30,000 “Construction Support Services” contract with Teter & Associates with a 10% contingency.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton lauded staff efforts.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Gurrola, that the City Council approve staff’s recommended Plans and Project Manual; authorize staff to advertise for bids on the project; and authorize the Public Works Director to negotiate a “Not to Exceed” \$30,000 “Construction Support Services” contract with Teter & Associates with a 10% contingency. The motion carried unanimously.

Documentation: M.O. 27-050614
Disposition: Approved.

8. AWARD OF CONTRACT – PUBLIC SAFETY BUILDING

Recommendation: That City Council:

1. Award the Public Safety Building Project to Webb & Son in the amount of \$4,602,270;
2. Authorize a 7.5% contingency to cover unforeseen construction costs;
3. Authorize 3.25% for construction management, quality control and inspection; and
4. Authorize progress payments up to 95% of the contract amount.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton lauded staff efforts.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Gurrola, that the City Council award the Public Safety Building Project to Webb & Son in the amount of \$4,602,270; authorize a 7.5% contingency to cover unforeseen construction costs; authorize 3.25% for construction management, quality control and inspection; and authorize progress payments up to 95% of the contract amount. The motion carried unanimously.

Documentation: M.O. 28-050614
Disposition: Approved.

14. AKIN WATER COMPANY AND CITY OF PORTERVILLE WATER SERVICE AGREEMENT

Recommendation: That the City Council:

1. Approve and authorize the Mayor to execute the Akin Water Company and City of Porterville Water Service Agreement and Resolution; and
2. Direct the City Clerk to notarize and transmit the Water Service Agreement to the California Department of Public Health.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton lauded staff efforts.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Gurrola, that the City Council approve and authorize the Mayor to execute the Akin Water Company and City of Porterville Water Service Agreement and Resolution; and direct the City Clerk to notarize and transmit the Water Service Agreement to the California Department of Public Health. The motion carried unanimously.

Documentation: Resolution No. 26-2014
Disposition: Approved.

ORAL COMMUNICATIONS

- Brock Neeley, accused the Council of jumping to conclusions before having all the facts in relation to Item No. 25; and spoke of the absence of Council Member Shelton, Vice Mayor Ward and Mayor Hamilton at a recent Public Presentation regarding the issue of water.
- Tony Mauck, stated that he had heard no mention of sexual orientation with regard to Item No. 25; thanked the Council for their service; encouraged due diligence in review of items; and indicated that he was looking forward to seeing more information regarding the proposed Safe Zone Program.
- Dennis Townsend, spoke of Council consideration of Item No. 28, and encouraged the Council to ask many questions regarding the proposed program and City sponsorship thereof.
- Matt Green, commended the Council for standing up for what they believe in; spoke of his own internet research regarding Safe Zones, hidden agendas, support from a particular type of person and motivations; and spoke in opposition to government spending on social issues.

OTHER MATTERS

- Council Member Gurrola – none.
- Council Member Shelton spoke of his attendance at the Cinco de Mayo parade, car show, Renaissance Fair in Visalia, and race at Rocky Hill; and suggested a minstrel show at Freedom Fest.
- Council Member McCracken – none.
- Vice Mayor Ward requested information regarding the services and activities provided by the Youth Center; and reported his attendance at the Cinco de Mayo parade.
- Mayor Hamilton lauded the car show event.
- City Manager Lollis announced the scheduling of a Budget Study Session on May 14th.

ADJOURNMENT

The Council adjourned at 11:14 p.m. to the meeting of May 14, 2014.

Luisa M. Zavala, Deputy City Clerk

SEAL

Cameron Hamilton, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 16, 2014, 5:30 P.M.**

Called to Order at 5:30 p.m.

Roll Call: Council Member Reyes, Council Member Ward (arrived at 5:45 p.m.), Council Member Gurrola (arrived at 5:40 p.m.), Vice Mayor Hamilton, Mayor Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

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

2- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, et al., United States District Court, Eastern District of California, Case No. 12:-CV-01239-LJO-BAM.

3- Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case in which facts are not yet known to potential plaintiff.

4- Government Code Section 54957 – Public Employee Performance Evaluation - Title: City Manager

5- Government Code Section 54957 – Public Employee Performance Evaluation - Title: City Attorney

6 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Stowe. Unrepresented Employee – City Manager

7 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Stowe. Unrepresented Employee – City Attorney

6:30 P.M. RECONVENE OPEN SESSION AND

REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported that no reportable action had been taken and that Council would be returning to Closed Session later that evening.

Pledge of Allegiance Led by Boy Scout Troop 139

Invocation – one individual participated.

PRESENTATIONS

Employee of the Month – Maria Medina

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG): December 8, 2014
Council Member Gurrola reported on the 2014 Air Contest Winners, presentations regarding projects in each agency, and recognition of staff, which included Public Works Director Baldo Rodriguez.
2. Local Agency Formation Committee (LAFCO): December 3, 2014
Vice Mayor Hamilton reported on the appointment of Julie Allen as Chair and Rudy Mendoza as Vice Chair.

REPORTS

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

- I. City Commission and Committee Meetings:
 1. Parks & Leisure Services Commission – December 4, 2014
Chair Vafeades presented the Commission’s Monthly Report, which highlighted: Zalud House Christmas Tours, the Youth Center Christmas Dinner, Senior Christmas Dinner, Winter Day Camp, and the New Year’s Eve Gala.
 2. Library & Literacy Commission – December 9, 2014
Vice Chair Bailey reported on the welcoming of their new commissioner Patience Christenson, discussions with Mayor Stowe regarding plans for Centennial Plaza, staff presentations, and upcoming photo opportunities with Santa.
 3. Arts Commission – no report.
 4. Animal Control Commission
Commissioner Schwartzenberger reported on concerns raised regarding a commissioner’s alleged conflict of interest, non-profit designation, a request for additional members, and consideration of the animal control ordinance and fees.
 5. Youth Commission – December 8, 2014
Commissioners Munguia and Sandoval from Porterville High School reported on discussions with Council Member Reyes regarding the Council’s proclamation process, and provided an update pertaining to their planned dodgeball tournament.
 6. Transactions and Use Tax Oversight Committee (TUTOC) – no report.
- II. Staff Informational Reports
 1. Water Conservation Phase II, Water System Status

Emergency Item: ADDITION OF ITEM NO. 20, APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE IGLESIA DEL NAZARENO – MOTHERS UNITED AGAINST GANG VIOLENCE – 3RD ANNUAL CANDLELIGHT VIGIL FOR VICTIMS OF CRIME – DECEMBER 19, 2014

City Manager Lollis introduced the item, and City Attorney Lew advised that the item met the qualifications for an emergency item.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Ward that the City Council approve the addition of the emergency item

as Item No. 20. The motion carried unanimously.

Documentation: M.O. 01-121614

Disposition: Approved.

ORAL COMMUNICATIONS

- Brittany Watson, introduced herself as the area's representative for Andy Vidak and expressed an eagerness to work with the City of Porterville.
- Brock Neeley, acknowledged Parks and Leisure Services Director Donnie Moore and Parks staff for their efforts to clean up Veteran's Park; and requested that the Council send a letter of disapproval to Senator Tom Coburn for blocking the Veterans Suicide Prevention Bill.

CONSENT CALENDAR

Council Member Ward noted a conflict relative to Item No. 6 and indicated that he would be abstaining from voting on that item.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward that the City Council approve Item Nos. 1- 10, noting the abstention on Item No. 6. The motion carried unanimously.

1. AUTHORIZATION TO ADVERTISE FOR BIDS – MISCELLANEOUS REPAIR OF THE DOWNTOWN PARKING LOTS

Recommendation: That the City Council:

1. Approve staff's recommended plans and project manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council Minute Order No. 02-100714.

Documentation: M.O. 02-121614

Disposition: Approved.

2. AWARD OF CONTRACT – NEWCOMB STREET SHOULDER STABILIZATION PROJECT

Recommendation: That the City Council:

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

Documentation: M.O. 03-121614

Disposition: Approved.

3. AUTHORIZATION OF ADDITIONAL FUNDING FOR FIBER INSTALLATION

Recommendation: That the City Council:

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

Documentation: M.O. 04-121614

Disposition: Approved.

4. REQUEST FOR APPROVAL OF THE TELECOMMUNICATIONS AND NETWORK UPGRADE LEASE AGREEMENT WITH TELEPACIFIC AND THE SUPPORT CONTRACT WITH GLOBAL CTI

Recommendation: That the City Council:

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

Documentation: M.O. 05-121614

Disposition: Approved.

5. APPROVAL OF LICENSE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND COMMUNITY SERVICES EMPLOYMENT TRAINING

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

Documentation: M.O. 06-121614

Disposition: Approved.

6. A RESOLUTION APPROVING THE APPLICATION FOR THE TIRE-DERIVED PRODUCT GRANT

Recommendation: That the City Council:

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

the amount of the grant award.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: Ward
ABSENT: None

Documentation: Resolution No. 89-2014
Disposition: Approved.

7. 2014 HSGP (HOMELAND SECURITY GRANT PROGRAM)

Recommendation: That the City Council:

1. Accept the 2014 Homeland Security Grant Award;
2. Authorize the City Manager and Fire Chief to sign grant documents required within 90 days of receipt; and
3. Authorize staff to negotiate the purchase of equipment, using funds from the “firefighting and rescue equipment” replacement fund, not to exceed \$32,952, to be reimbursed by 2014 HSGP grant funds.

Documentation: M.O. 07-121614
Disposition: Approved.

8. ASSIGNMENT OF AIRPORT LEASE – LOT 38

Recommendation: That the City Council:

1. Approve the Assignment of Lease for Lot No. 38 at the Porterville Municipal Airport from Lighten Up Aviation LLC to Raymond Broad and Dernie Waikiki; and
2. Authorize the Mayor to sign the Lessor’s Consent to Assignment of Lease Agreement on behalf of the City.

Documentation: M.O. 08-121614
Disposition: Approved.

9. REVISED CHRISTMAS EVE LIBRARY HOURS

Recommendation: That the City Council authorize the closing of the City Library at 5:30 p.m. on Tuesday, December 14, 2014.

Documentation: M.O. 09-121614
Disposition: Approved.

10. AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN – UNREPRESENTED SAFETY AND MISCELLANEOUS MANAGEMENT EMPLOYEES

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

Documentation: Resolution 90-2014

Disposition: Approved.

PUBLIC HEARINGS

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

Recommendation: That the City Council:

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

City Manager Lollis introduced the item, and Public Works Director Rodriguez presented the staff report.

Prior to the public hearing, staff addressed questions regarding improvements made in the City's Urban Development Boundary and the provided assessor data.

The Public Hearing was opened at 7:11 p.m.

- Gary Ingraham, indicated that he was not opposed to the proposed improvements; inquired about annexation, water drainage, driveway setbacks and sidewalk installation; and expressed concerns regarding the installation of power poles.

The Public Hearing was closed at 7:17 p.m.

Staff addressed the questions raised during public comment.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council authorize staff to schedule a Public Hearing prior to the establishment of a fee for the concrete improvements, in accordance with the Mitigation Fee Act, upon completion of each project. The motion carried unanimously.

Documentation: M.O. 10-121614

Disposition: Approved.

12. FEES RELATED TO ANNEXATIONS AND EXTRATERRITORIAL SERVICE AGREEMENTS

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

The City Manager introduced the item, and the staff report was presented by Community Development Manager Julie Philips.

The Public Hearing was opened at 7:38 p.m. Seeing no one, the Mayor closed the Public Hearing at 7:39 p.m.

Council Member Ward requested clarification from staff regarding the acreage fees charged by the State Board of Equalization and the City fees proposed.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council adopt the draft resolution defining fees associated with processing Extraterritorial Service Agreements and “minor” annexations. The motion carried unanimously.

Documentation: Resolution No. 91-2014

Disposition: Approved.

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

Recommendation: That the City Council:

1. Hear testimony from the owners and/or their representative(s), if they appear at the hearing and request to be heard;
2. Adopt the Resolution of Necessity; and
3. Authorize the City Attorney to take all appropriate action necessary to acquire said property on behalf of the City of Porterville.

City Manager Lollis introduced the item, and the staff report was presented by City Attorney Lew.

The Public Hearing was opened at 7:49 p.m.

- Lynda Mourton, property owner, claimed that delayed communication was responsible for holding up the process.

The Public Hearing was closed at 7:51 p.m.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council adopt the Resolution of Necessity; and authorize the City Attorney to take all appropriate action necessary to

acquire said property on behalf of the City of Porterville. The motion carried unanimously.

Documentation: Resolution No. 92-2014

Disposition: Approved.

SECOND READINGS

14. ORDINANCE 1819, ZONE CHANGE (PRC 2014-026-GZ)

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

The City Manager introduced the item, and the staff report was waived at the Council's request.

City Attorney Lew reported that subsequent to the last meeting, it had come to Council Member Gurrola's attention that she had an extended family member who was a part owner in a project effected by the action. She added that Council Member Gurrola was not aware prior to taking action to approve Ordinance No. 1819 for first reading and would be disqualifying herself from this and any future action pertaining to the project. Council Member Gurrola then recused herself and left the Council chambers.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council give Second Reading to Ordinance No. 1819, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE (PRC 2014-026-GZ) FROM CN (NEIGHBORHOOD COMMERCIAL) AND RM-2 (MEDIUM DENSITY RESIDENTIAL) TO CR (RETAIL CENTERS) FOR THAT 1.3± ACRE SITE DESCRIBED HEREIN LOCATED AT THE SOUTHWEST CORNER OF HENDERSON AVENUE AND NEWCOMB STREET, waive further reading, and adopt said Ordinance.

AYES: Reyes, Ward, Hamilton, Stowe

NOES: None

ABSTAIN: Gurrola

ABSENT: None

The ordinance was read by title only.

Documentation: Ordinance 1819

Disposition: Approved.

15. ORDINANCE 1820, MOBILE BUSINESSES, ITINERANT VENDORS AND YARD SALES

Recommendation: That the Council give Second Reading to Ordinance No. 1820, waive further

reading, and adopt said Ordinance.

City Manager Lollis introduced the item and the staff report was waived at the Council's request.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council give Second Reading to Ordinance No. 1820, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 21, SECTION 301.09 OF THE PORTERVILLE MUNICIPAL CODE CONCERNING MOBILE BUSINESSES, AMENDING CHAPTER 15, SECTION 15-1 OF THE PORTERVILLE MUNICIPAL CODE CONCERNING DEFINITIONS OF ITINERANT VENDORS, AND AMENDING CHAPTER 21, SECTION 301.21 OF THE PORTERVILLE MUNICIPAL CODE CONCERNING YARD SALE SIGNAGE, waive further reading, and adopt said Ordinance.

AYES: Reyes, Ward, Hamilton, Stowe
NOES: None
ABSTAIN: Gurrola
ABSENT: None

The ordinance was read by title only.

Documentation: Ordinance 1820
Disposition: Approved.

SCHEDULED MATTERS

18. ISSUES RELATED TO IMPLEMENTATION OF CARGO CONTAINERS REGULATIONS

Recommendation: That the City Council consider whether, and to what degree, previously "approved" cargo containers may remain on site and provide direction to staff accordingly.

The City Manager introduced the item, and the staff report was presented by Community Development Director Jenni Byers.

A discussion followed regarding sites with more than three cargo containers, businesses that have cited prior authorization from a City Building Official to locate and maintain cargo containers, and those that have been out of compliance for many years.

Staff reported that only two businesses had been in for permits since notifications had been sent out two months ago, and that there were many unhappy about the permit requirement. The Council discussed extending the compliance date to February in light of the holidays and the proposed grandfathering elements, which included:

- If the business owner with a cargo container was issued a written letter of approval from City staff, but was not placed on the site in a manner consistent with Resolution 14-2014, the container may have the first five year period of a long-term temporary permit free of charge, and at the end of the five year period, compliance must be reached before a new permit would be issued.
- In the event that the business owner with a cargo container was issued a written letter of approval from City staff and was placed on a permanent foundation and meeting all conditions of Resolution 14-2014, it can be grandfathered with adequate documentation of approval in the form of a written letter by the Zoning Administrator.
- If the cargo container was referenced within or otherwise approved as part of a building permit and placed on a permanent foundation and meeting all conditions of Resolution 14-2014, it can be grandfathered by the Zoning Administrator.

Council Member Ward expressed concern with grandfathering if it was for an indefinite amount of time and recommended it be for a five year period, and Vice Mayor Hamilton spoke in favor of flexibility with regard to those out of sight.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Reyes that the City Council approve amending Resolution Nos. 14-2014 and 15-2015 to incorporate the grandfathering elements proposed and extending the compliance date to February 1, 2015. The motion carried unanimously.

Documentation: M.O. 15-121614
Disposition: Approved.

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

Recommendation: That the City Council:

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

The City Manager introduced the item, and the staff report was presented by Public Works Director Baldo Rodriguez. At the request of Council Member Ward, staff provided some general information about the contractor.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council award the W. North Grand Avenue Reconstruction Project to MAC General Engineering in the amount of

\$1,133,650.40; authorize progress payments up to 95% of the contract amount; and authorize a 10% contingency to cover unforeseen construction costs and 7.5% for construction management, quality control and inspection. The motion carried unanimously.

Documentation: M.O. 11-121614
Disposition: Approved.

17. CONSIDERATION OF APPOINTMENTS TO THE TRANSIT ADVISORY COMMITTEE

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

City Manager Lollis introduced the item and the staff report was waived at the Council's request. Transit Manager Rich Tree reported that Karmine Calderon had requested her application be removed from consideration, and Edith Pettitt (in attendance) expressed an interest in serving.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council appoint Dianne Martinez, Lori Hansen, Pamela DeLair, Kelly Jo McCullar and Edith Pettitt to the Transit Advisory Committee; and authorize the Transit Manager to assign terms at his discretion. The motion carried unanimously.

Documentation: M.O. 12-121614
Disposition: Approved.

19. AUTHORIZATION TO NEGOTIATE LEASE OF PROPERTY

Recommendation: That the City Council authorize staff to negotiate the lease of Suite Eight and the joint use agreement of Suite Seven for Centennial Plaza located at 289 N. Main Street.

City Manager Lollis introduced the item, and Economic Development Associate Jason Ridenour presented the staff report.

The Council discussed: future plans for library use, the Library and Literacy Commission's knowledge of the proposed lease by Transit, ADA issues, and the proposed improvements to the property.

Council Member Gurrola noted that the planning process for the library media room could take some time to complete, and identified the proposed lease as an opportunity to improve the building for future use.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member

Gurrola that the City Council authorize staff to negotiate the lease of suite eight and the joint use agreement of suite seven for Centennial Plaza located at 289 N. Main Street. The motion carried unanimously.

Documentation: M.O. 13-121614

Disposition: Approved.

20. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE IGLESIA DEL NAZARENO – MOTHERS UNITED AGAINST GANG VIOLENCE – 3RD ANNUAL CANDLELIGHT VIGIL FOR VICTIMS OF CRIME – DECEMBER 19, 2014

Recommendation: That the City Council approve the Community Civic Event Application and Agreement submitted by Porterville Iglesia del Nazareno and Mothers United Against Gang Violence, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit A of the Community Civic Event Application.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton that the City Council approve the Community Civic Event Application and Agreement submitted by Porterville Iglesia del Nazareno and Mothers United Against Gang Violence, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit A of the Community Civic Event Application. The motion carried unanimously.

Documentation: M.O. 14-121614

Disposition: Approved.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Gurrola, wished everyone a Merry Christmas and a Happy New Year.
- Vice Mayor Hamilton, requested an item on an upcoming agenda regarding digital advertising.
- Council Member Ward, commended staff for their efforts after the recent storm; and expressed his dissatisfaction with the downtown Christmas décor and an interest in considering an improvement before next year.
- Council Member Reyes, voiced his appreciation for all those involved with Santa’s visit to Centennial Plaza.
- Mayor Stowe, shared Council Member Ward’s concern regarding the appearance of downtown during the holidays and throughout the year; and wished everyone a Merry Christmas.

- City Manager Lollis, announced the Employee Christmas Luncheon was to take place on Thursday, and reminded the Council of Wall of Fame appointments.

CLOSED SESSION

The Council took a five minute recess at 9:12 p.m., and reconvened in Closed Session.

ADJOURNMENT

The Council adjourned at 9:51 p.m. to the meeting of January 20, 2014.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor

SUBJECT: REQUEST TO PURCHASE UPGRADE TO PORTERVILLE POLICE DEPARTMENT AUDIO LOGGER SYSTEM

SOURCE: Police Department

COMMENT: The Porterville Police Department Communications Center is equipped with a digital recording system which records all telephone calls that come into the Communications Center and all radio transmissions of the Porterville Police Department and Porterville Fire Department. The current recording system was purchased in 2006 from Digital Loggers, Inc. of Santa Clara, California.

In December 2014, we were contacted by Digital Loggers, Inc., the vendor contracted to provide and maintain the current recording system, and we were informed the system was obsolete and would not be supported beyond June 2015. The system is running on a combined operating platform of Microsoft Windows 2003 and Microsoft Windows XP. Microsoft Corporation stopped supporting the XP platform on April 8, 2014, and will do the same to the Windows 2003 platform on July 1, 2015. Also, the current servers no longer support the newer Microsoft security features and replacement parts are costly and difficult to obtain.

Digital Loggers, Inc. recommended an immediate upgrade of the existing logging server and disk array with modern equipment supporting current Windows operating systems. They also provided a written estimate in the amount of \$13,081.55 for labor and equipment necessary to accomplish the needed upgrade.

The Porterville Police Department currently has adequate funds available in an equipment replacement account for the equipment in question. However, the equipment appears to be eligible to be replaced utilizing funds provided by the 911 Branch of the Governor's Office of Emergency Services. That account has a remaining balance of \$19,194.47. Staff has contacted personnel at the Office of Emergency Services and learned the upgrade in question should qualify for reimbursement under the 911 program as long as the application for reimbursement is received as soon as possible. The request for reimbursement is time sensitive because the funds were carried over from their 2014 budget cycle.

 Director  Appropriated/Funded  City Manager Item No. 2

RECOMMENDATION: That the City Council authorize the purchase from Digital Loggers, Inc., of equipment, software, licenses, and labor necessary to upgrade the Police Department recording system as recommended in the amount of \$13,081.55.

ATTACHMENT: Quotation by Digital Loggers, Inc.



DIGITAL LOGGERS, INC./ CSC

2695 Walsh Avenue
Santa Clara, CA 95051-0920
408 330.5599
408 969.2655 fax
www.digital-loggers.com

PORTERVILLE LOGGING SERVER UPGRADE SCOPE OF WORK

The following work is anticipated in the replacement of the existing logging server and disk array with modern equipment supporting current Windows operating systems. Work outlined is included in the quotation provided. Minor additions to the work involved will not be billed. Substantial changes to the scope of work below must be authorized in writing by the Porterville PD and quoted separately.

Hardware Provided by DLI

- Two IBM x3650 racked servers, quad-core 16GB .
- 4x Hot-Plug Trays in each server, loaded with 3x 3TB drives and 1x 200GB Intel SSD boot drive.
- Two 16 channel remotely programmable audio loggers with Automatic Level Control (ALC). expandable to 64 channels.
- EPCR5 remote power controller.
- 3TB USB Backup drive for off-site backup.
- Rack LCD, keyboard, cabling and misc. hardware as required for upgrade.
- Spare parts kit including 3TB drive and server parts to be left on-site

Software Provided by DLI

- Updated recording software, backup software, analysis and playback programs.
- RAID setup and diagnostics
- Service alert manager

Installation Provided by DLI

- Pre-format RAID and test servers at DLI with 7-day burn-in.
- Install Windows 2012 Server and Windows 8 Pro via Porterville site-license.
- Connect servers via LAN, set up security.
- Migrate all existing data from FCAL to USB and back to server RAID on-site.
- Remove / recycle old hardware, install new loggers and servers in existing rack.

License required

- Windows 2012 Server and Windows 8 Pro with customer site-license.

1mm insurance certificate naming Porterville as additional insured to be provided upon request.
Estimated time to complete - 15 days ARO with 3 days needed on-site.

Hardware / software subtotal	9,430.
8.5% CA state sales tax.....	801.55
Installation/data migration labor.....	2,850.
 Fixed price.....	 \$13,081.55

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: AUTHORIZATION TO PURCHASE PASSENGER INFORMATION EQUIPMENT

SOURCE: Public Works Department – Transit Division

COMMENT: For consumers and staff alike, transit vehicle connectivity is quickly emerging as the “must have” in public transportation. With the growing collection of sub-systems, today’s transit buses have become rolling technology centers. From convenient WiFi, real time information and efficient mobile fare collection for riders, to vehicle maintenance, passenger safety and video monitoring for operations, in-vehicle network solutions are changing how we live and how Porterville Transit does business.

Internet users today increasingly expect to be able to connect wherever they are, including on the way from one place to another or when they’re working where there is normally no connection. PewResearch found that as of 2014, 90% of American adults have a cell phone, 58% have a smartphone, and 42% own a tablet computer.

Today, Porterville Transit buses include intelligent sub-systems to manage key functions like real-time passenger information, mobile fare collections, and security cameras. However, one critical gap, multi-point connectivity for vehicle sub-systems, has been identified. Currently, transit vehicles are limited to single point connectivity through the vehicle logic unit.

In order to close the gap and allow multi-point connectivity, staff is seeking authorization to purchase 3G/4G/LTE enterprise class cellular routers to provide cost-effective integration for the multiple sub-systems currently operating in the vehicle. These compact, ruggedized routers are ideal for in-vehicle networks providing the ability to scale deployments quickly and manage vehicle networks in real-time.

Staff has conducted extensive research to establish criteria for the solution needed. Criteria including durability, serviceability, compatibility, expandability, remote management, and cost. Staff has received the following four (4) quotes from established vendors:

<u>Vendor</u>	<u>Amount</u>
SHI	\$23,532.07
CDWG	\$25,389.50
QPCS	\$28,495.64
RouteMatch	\$32,679.00

Dir 351 Appropriated/Funded AMB CM J

Item No. 3

Staff reviewed the quotes and found the lowest quote responsive to the specifications. This project will be funded 100% by available Prop 1B transit funds.

RECOMMENDATION: That the City Council authorize staff to purchase passenger information equipment from SHI and authorize payment for said equipment upon satisfactory delivery.

ATTACHMENTS: Vendor Quotes

P:\pubworks\General\Council\Transit - Authorization To Purchase Passenger Information Equipment - 2015-01-20.doc



Pricing Proposal
 Quotation #: 9061913
 Created On: 1/14/2015
 Valid Until: 1/31/2015

City of Porterville CA

Richard Tree

291 North Main Street
 Porterville, CA 93257
 United States
 Phone: (559) 782-7448
 Fax:
 Email: rtree@ci.porterville.ca.us

**Inside Account
 Executives**

Julie C. Tuzzolino

33 Knightsbridge Road
 Piscataway, NJ 08854
 Phone: 732-652-0323
 Fax: 732-564-8224
 Email: Julie_Tuzzolino@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Rugged Enterprise-Class Mobile 3G/4G Lte Multi-Band Rtr W/Wifi CradlePoint Technology - Part#: IBR1100LPE-VZ Note: *IN STOCK*	17	\$687.24	\$11,683.08
2 5In1 Gps-Glonass 2 Cell 3G/4G 2.4/5Ghz Wifi Screwmnt Ant 3M Cbl CradlePoint Technology - Part#: 170654-000	17	\$306.79	\$5,215.43
3 CRADLEPOINT, COR WALL POWER ADAPTER, REPLACEMENT WALL POWER SUPPLY FOR COR PRODUCTS CradlePoint - Part#: 170584-000	1	\$19.33	\$19.33
4 5Yr Ent Cloud Manager + Cradlecare Sup Agreement Cat 2 Prod CradlePoint Technology - Part#: ECM-CC5YR-CAT2 Note: *VENDOR DROP SHIP*	17	\$280.63	\$4,770.71

*Tax \$1,843.52
 Total \$23,532.07

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

First time user for SHI Direct website? Please use the following information when registering.

California Gov't:
<http://www.publicsector.shidirect.com/slg/ca>
 Token: 30343
 Access Key: HBB59KL3PK

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

[View in a browser](#)

QUOTE CONFIRMATION



DEAR NINO RENZI,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
FVRH256	1/14/2015	TRANSIT	0657199	\$25,389.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
 CRADLEPOINT RUGGED ENT LTE RTR ATT Mfg. Part#: IBR1100LPE-AT Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	17	3516050	\$800.00	\$13,600.00
 CRADLEPOINT 5IN1 GPS-GLONASS ANT Mfg. Part#: 170654-000 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	17	3516082	\$300.00	\$5,100.00
 CRADLEPOINT COR PWR SUP -20C TO 60C Mfg. Part#: 170584-002 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	3516839	\$0.00	\$0.00
 CRADLEPOINT SYR ENT CLOUD MGR Mfg. Part#: ECM-CC5YR-CAT2 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	17	3434850	\$300.00	\$5,100.00
SHIPPING DETAILS		SUBTOTAL	\$23,800.00	
Shipping Address:		SHIPPING	\$0.00	
CITY OF PORTERVILLE		SALES TAX	\$1,589.50	
INFORMATION TECHNOLOGY		GRAND TOTAL	\$25,389.50	
291 N MAIN ST		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> CONVERT QUOTE TO ORDER </div>		
PORTERVILLE, CA 93257-3737				
Phone: (559) 782-7451				
Shipping Method: FEDEX Ground				
Payment Terms: NET 30-VERBAL				

DEAL OF THE WEEK



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Chris Anderson | (877) 570-2643 | chrande@cdw.com



Quote

Quote Number: 1108

Payment Terms:
Expiration Date:02/09/2015

Quote Prepared For

Richard Tree
City of Porterville
 291 N. Main St.
 Porterville, CA 93257
 United States
 Phone:559-782-7514
 rtree@ci.porterville.ca.us

Quote Prepared By

Bob Ange
QPCS
 1141 Kansas Avenue
 Modesto, CA 95351
 United States
 Phone:209-408-8140
 Fax:775-244-6394
 bange@qpcs.net

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	UNIT DISCOUNT	ADJUSTED UNIT PRICE	EXTENDED PRICE
One-Time Items						
1)	17	COR IBR1100LPE-VZ Cradlepoint Integrated Broadband LTE Router	\$899.00	\$44.95	\$854.05	\$14,518.85
2)	17	CP Part# 170654-000 CRADLEPOINT INC : cellular (3G/4G/LTE) & two WiFi 2.4/5GHz WiFi screwmount antenna with 3M cables	\$379.00	\$0.00	\$379.00	\$6,443.00
3)	1	CP Part# 170584-000 CRADLEPOINT INC : POWER SUPPLY FOR IBR6X0 SERIES *NO CHARGE*	\$0.00	\$0.00	\$0.00	\$0.00
4)	17	CP Part # ECM-CC5YR-CAT2 CRADLEPOINT INC : CradleCare Support Agreement, Cat 2 prod	\$319.00	\$0.00	\$319.00	\$5,423.00
One-Time Total						\$26,384.85

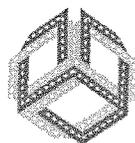
Comment:

SubTotal \$26,384.85
Total Taxes \$2,110.79
Total \$28,495.64

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



RouteMatch
Software™

RouteMatch Software Inc.

Porterville Transit

Budget Proposal CradlePoint Hardware & Services

Date:

January 13, 2015

Presented by:

Teague Kirkpatrick

RouteMatch Software, Inc.

1625 Broadway, Suite 1400

Denver, CO 80202

teague.kirkpatrick@routematch.com

303.997.1507

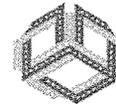
1.0 BUDGET PROPOSAL

RouteMatch Software is pleased to present Porterville Transit with the following budget proposal for CradlePoint hardware & Services for integrated multi-point connectivity.

Item	Description	Qty	Price	Total
IBR1100LPE-VZ	3G/4G LTE multi-band router with WiFi for Verizon	17	\$879	\$14,936
CCPRM5YR-CAT2	CradleCare Premier 5yr Spt Agrmt	17	\$276	\$4,695
170635-000	IBR series vehicle power adapter	17	\$28	\$469
170654-000	cellular (3G/4G/LTE) & two WiFi 2.4/5GHz WiFi screwmount antenna with 3M cables	17	\$391	\$6,644
ECM-CC5YR-CAT2	Cradlepoint 5yr Enterprise Cloud Manager	17	\$349	\$5,935
Total				\$32,679

Notes & Assumptions

- Goods and Services billed as delivered



2.0 ACCEPTANCE

This change order serves as an agreement for the above scope of services. This change order is subject to the Hardware, Software License, and Service Agreement between RouteMatch Software Inc., and Porterville Transit. It will assume the terms and conditions as set forth in this executed contract. If accepted, please have an authorized official to sign and return. Upon receipt of the accepted change order, RouteMatch will authorize the above described product and/or services to be delivered to Porterville Transit.

Authorized Signature

Date

Printed Name

Organization Name

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – WASHER/COMPACTOR PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and specifications have been prepared by Carollo Engineers for the installation of the washer/compactor at the Wastewater Treatment Facility head works. The new washer/compactor will be installed alongside and will complement the muffin monster. The muffin monster and the new washer/compactor working in tandem will remove, wash and compact rags, plastic and other objectionable materials from the waste stream. The plans and specifications are available in the Pete V. McCracken Room. The Engineer's Estimate of Probable Cost is \$194,589. Funds for the project are available in the Wastewater Treatment Facility Capital Reserve account and was approved in the 2014/2015 Annual Budget.

RECOMMENDATION: That the City Council:

1. Approve the plans and project manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENT: Engineer's Estimate

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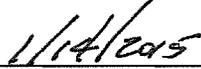
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Item No. 4

Project Manager

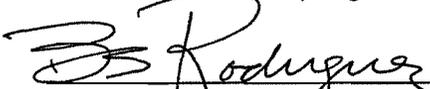
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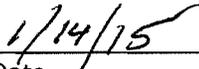




Michael K. Reed, City Engineer

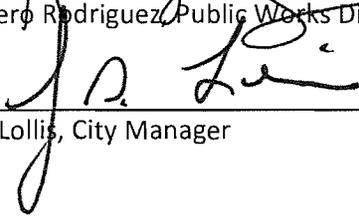
Date





Baldomero Rodriguez, Public Works Director

Date





John D. Lollis, City Manager

Date

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: AUHTORIZATION TO ADVERTISE FOR BIDS – SLUDGE DEWATERING AND ELECTRIC BLOWERS PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On June 4, 2013, Council approved the pre-selection of a screw press dewatering machine and three electric blowers. Both pieces of equipment will be installed at the treatment plant. The current method of processing the sludge consists of piping the sludge in liquid form 5 ½ miles to the sludge drying beds adjacent to the Sports Park. The power cost associated with pumping heavy liquid sludge to the drying beds is substantial. The sludge dewatering machine, known as a screw press, will compress the water content from the sludge, allowing staff to truck the much drier sludge to the sludge drying beds.

The electric blowers will replace the Waukesha methane driven blowers that are nearing the end of their useful life. The cost to repair the Waukesha engines has become prohibitive but we continue to use them because they have been “grandfathered in” with regard to their air quality performance. The electric blowers are more efficient and easily meet and exceed all air quality performance requirements.

Plans and specifications have been prepared by AECOM of Bakersfield for the installation of the screw press and three electric blowers, and the plans and specifications are available in the Pete V. McCracken Conference Room. The bid schedule will include the pre-agreed upon price for the screw press and the electric blowers (\$390,000 & \$772,599, respectively) and the Engineer’s Estimate of Probable Cost is \$2,789,500. Funds for the project are available in the Wastewater Treatment Facility Capital Reserve account and was approved in the 2014/2015 Annual Budget.

RECOMMENDATION: That the City Council:

1. Approve the plans and project manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENT: Engineer’s Estimate

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Dir BSL Appropriated/Funded MP CM [Signature] Item No. 5

**Porterville WWTP Blower and Solids Dewatering
Engineers Estimate of Construction Cost**

Bid Schedule

1/14/2015

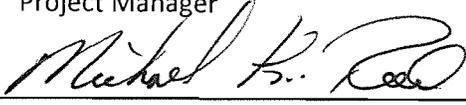
Item	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization / Demobilization / Site Cleanup / Bonds / Insurance / Construction Schedule / Construction Facilities & Control (not to exceed 5% of the total base bid)	1	LS	\$ 126,000.00	\$ 126,000.00
2	All salvaging, abandonment, and demolition, and site grading and paving including but not limited to demolition of facilities, clearing and grubbing, earthwork, access roads, and curbs	1	LS	\$ 111,600.00	\$ 111,600.00
3	Receive and Inspect Preselected Equipment (Blower and Dewatering Packages)	1	LS	\$ 5,000.00	\$ 5,000.00
4	General Site Civil including but not limited to site piping between processes, the Clarifier #1 motorized valve vault, and manholes in accordance with the plans and specifications	1	LS	\$ 103,400.00	\$ 103,400.00
5	General Site Electrical including but not limited to furnishing all on-site electrical facilities not included in other bid items in accordance with the plans and specifications.	1	LS	\$ 138,900.00	\$ 138,900.00
6	General Site Instrumentation including but not limited to furnishing all on-site instrumentation and controls facilities not included in other bid items in accordance with the plans and specifications.	1	LS	\$ 17,000.00	\$ 17,000.00
7	Precommissioning and Commissioning activities in accordance with the plans and specifications	1	LS	\$ 10,000.00	\$ 10,000.00
8	Stormwater Pollution Prevention Plan preparation, compliance and erosion control	1	LS	\$ 5,000.00	\$ 5,000.00
9	Furnish Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00
10	Furnish O&M Manuals	1	LS	\$ 5,000.00	\$ 5,000.00
11	Furnish, install, maintain, and remove adequate sheeting, shoring, and bracing conforming to applicable safety orders, complete	1	LS	\$ 7,500.00	\$ 7,500.00
12	Foundation / subgrade stabilization in accordance with the plans and specifications	150	CY	\$ 150.00	\$ 22,500.00
13	Compliance monitoring and reporting in accordance with the plans and specifications	1	LS	\$ 7,500.00	\$ 7,500.00
	Technical Processes				
	Process 20 Grit Removal				
14	Process 20 – Furnish and install rotary lobe blowers and controls in accordance with the plans and specifications	1	EA	\$ 132,300.00	\$ 132,300.00
15	Process 20 – Civil and mechanical work including but not limited to piping and valves in accordance with the plans and specifications	1	LS	\$ 40,100.00	\$ 40,100.00
16	Process 20 – Structural work including but not limited to foundations, and slabs in accordance with the plans and	1	LS	\$ 25,000.00	\$ 25,000.00
17	Process 20 – Electrical work in accordance with the plans and specifications	1	LS	\$ 27,500.00	\$ 27,500.00
	Process 30 Biological Treatment Blower Building				
18	Process 30 – Based on the attached pre-negotiated scopes and costs for specified Piller Electric Turbo Blowers System, furnish Blower system and controls (equipment only) including but not limited to blowers with VFDs, instrumentation and controls in accordance with the plans and specifications	1	LS	\$ 695,340.00	\$ 695,340.00
19	Process 30 – Based on the attached pre-negotiated scope and additional cost for sequencing/ control of Electric Turbo Blower system, provide sequencing detailed in Appendix D description (Optional Pricing Item)	1	LS	\$ 5,000.00	\$ 5,000.00
20	Process 30 – Civil and mechanical work including but not limited to installation of blower system (labor and materials not included in Item (___)), blower building exterior and interior work, furnishing and installing piping, valves and vault in accordance with the plans and specifications	1	LS	\$ 61,800.00	\$ 61,800.00
21	Process 30 – Electrical work in accordance with the plans and specifications	1	LS	\$ 88,000.00	\$ 88,000.00

	Process 40 Biological Treatment					
22	Process 40 – Civil and mechanical work including but not limited to furnishing and installing piping, and valves for Claraetor #2 and Plant #3 & #4, and Claraetor #2 walkway in accordance with the plans and specifications	1	LS	\$ 98,300.00	\$ 98,300.00	
23	Process 40 – Structural work including but not limited to walkway, utility trench filling, and grating in accordance with the plans and specifications	1	LS	\$ 21,600.00	\$ 21,600.00	
24	Process 40 – Electrical work in accordance with the plans and specifications	1	LS	\$ 14,100.00	\$ 14,100.00	
	Process 50 Solids Dewatering					
25	Process 50 – Based on the attached pre-negotiated scopes and costs for specified Huber Dewatering Screw Press system, furnish dewatering screw press system and controls (equipment only) including but not limited to screw press, instrumentation and controls in accordance with the plans and specifications	1	LS	\$ 351,000.00	\$ 351,000.00	
26	Process 50 – Furnish and install shaftless screw conveyor, sludge feed pump, polymer system, and tote mixer (equipment only) in accordance with the plans and specifications	1	LS	\$ 207,060.00	\$ 207,060.00	
27	Process 50 – Civil and mechanical work including but not limited to installation of dewatering system (labor and materials not included in Item []), relocation of Transfer Pump #1 & 2, Sludge Transfer Building interior and exterior work, and furnishing and installing piping and valves in accordance with the plans and specifications	1	LS	\$ 65,700.00	\$ 65,700.00	
28	Process 50 – Structural work including but not limited to Sludge Dewatering Area slabs, Sludge Transfer Building foundations and pads, and sludge transfer pump slab grating in accordance with the plans and specifications	1	LS	\$ 54,700.00	\$ 54,700.00	
29	Process 50 – Electrical work in accordance with the plans and specifications	1	LS	\$ 84,000.00	\$ 84,000.00	

Base Price Estimate: \$ 2,535,900.00
10% Contingency \$ 253,590.00
Total Base Price Estimate: \$ 2,789,500.00

Project Manager

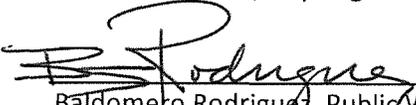
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1/14/2015

Michael K. Reed, City Engineer

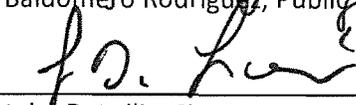
Date



1/15/15

Baldomero Rodriguez, Public Works Director

Date



01/15/15

John D. Lollis, City Manager

Date

SUBJECT: APPROVAL TO CONTRACT WITH TOTAL COMPENSATION SYSTEMS, INC.
FOR GASB 45 – OPEB ACTUARIAL VALUATION SERVICES

SOURCE: FINANCE DEPARTMENT

COMMENT: Governmental Accounting Standards Board Statement No. 45 (GASB 45), Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, requires the City to perform actuarial valuations of its other postemployment benefits (OPEB) every 2 years. Under GASB 45, the City must account for, and report, the annual required contribution (ARC) for OPEBs in the same way pension benefits are reported. The City must use actuarial valuations to determine the final accounting and reporting amounts expected in the future. The information provided in financial statements must include the funding, costs and provisions in an OPEB plan. While GASB 45 does not require that OPEB plans be funded, it requires disclosure of net OPEB obligations.

Since the implementation of GASB 45 in 2009, Total Compensation Systems, Inc. (TCS) has provided the City actuarial consulting services and the information necessary to comply with the requirements of GASB 45 related to retiree health benefits. The last valuation of the City's OPEB was done in 2013. A new valuation is required to be completed for the current fiscal year.

TCS has submitted a new proposal to provide actuarial consulting services to the City for the valuation of retiree health benefits for a fee of \$5,600, which does not include any on-site meetings. An additional fee of \$1,600 per meeting is proposed to attend meetings related to the consulting services. It has not been necessary for TCS to travel to the City to conduct the valuation in the past.

Funds in the Finance Department's FY2014-15 operating budget is the funding source for the GASB 45 actuarial valuation services.

RECOMMENDATION: That the City Council:

1. Authorize the Finance Director to enter into an agreement with Total Compensation Systems, Inc. for GASB 45 – OPEB actuarial valuation services for \$5,600 for the current fiscal year.
2. Authorize the Finance Director to negotiate future contracts with TCS for GASB 45 – OPEB actuarial valuation services for a fee not exceeding a 10% increase from the previous agreement.

ATTACHMENTS: Consulting Services Agreement

D.D. me Appropriated/Funded me C.M. [Signature]

Item No. 6

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 9th day of January, 2015 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and City of Porterville ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until June 30, 2015, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred)

resulting from Consultant's gross negligence or willful misconduct.

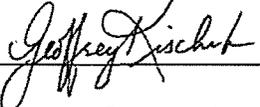
10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

Signed: 

By: Geoffrey L. Kischuk

Title: President

Date: 01/06/2015

"CUSTOMER"
CITY OF PORTERVILLE

Signed: _____

By: _____

Title: _____

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between five employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report a total of \$5,600. One-half, or \$2,800 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$2,800 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.

SUBJECT: AWARD OF CONTRACT – TOMAH AVENUE STORM DRAIN PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On December 18, 2014, staff received four (4) bids for the Tomah Avenue Storm Drain Project. The project includes construction of approximately 398 lineal feet of storm drain piping, connection to existing storm drain manhole and drop inlets, construction of a new storm drain manhole, trench patching and related appurtenances.

The estimate of probable cost for the entire project is \$67,880. The low bid for the project is \$57,000, which is 16% below the Engineer's estimate. An additional \$5,700 is required for construction contingency (10%). It is anticipated that an additional \$2,850 (5%) is required for construction management, quality control and inspection services. The total estimated cost associated with the project is \$65,550.

Funding is provided by developer impact fees and was approved in the 2014/2015 Annual Budget for the Tomah Avenue Storm Drain Project.

The bids are as follows:

	<u>Contractor</u>	<u>Amount</u>
1.	Greg Bartlett Construction Porterville, CA	\$57,000
2.	JT2 DBA Todd Co. Visalia, CA	\$68,660
3.	Bill Nelson General Engineering Fresno, CA	\$69,494
4.	Floyd Johnson Construction Clovis, CA	\$79,838

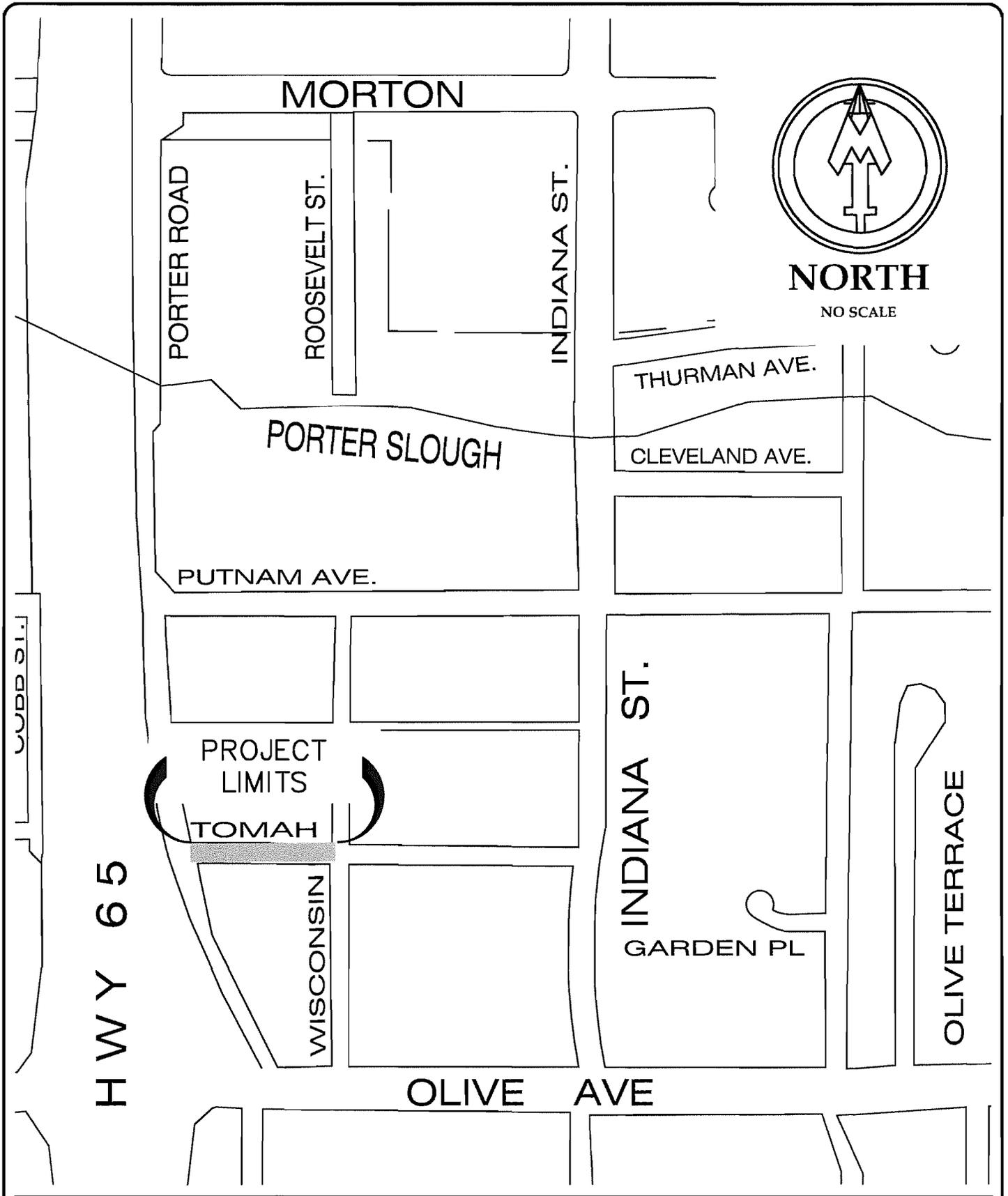
RECOMMENDATION: That City Council:

1. Award the Tomah Avenue Storm Drain Project to Greg Bartlett Construction in the amount of \$57,000;
2. Authorize progress payments up to 95% of the contract amount;

3. Authorize a 10% construction contingency to cover unforeseen construction costs and 5% for construction management, quality control and inspection services; and
4. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

ATTACHMENT: Locator Map

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

**Tomah Storm Drain
 Project**

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: ACCEPTANCE OF PROJECT – JAYE STREET AND MONTGOMERY AVENUE ROUNDABOUT PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Central Valley Asphalt has completed the Jaye Street and Montgomery Avenue Roundabout Project. The project consisted of constructing a roundabout at the intersection of Jaye Street and Montgomery Avenue south of State Route 190 and appurtenant items of work outside of the intersection necessary to properly align Jaye Street and Montgomery Avenue to the roundabout location.

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 September 17, 2013, City Council authorized expenditure of \$1,596,656.65 for construction, construction management, construction design and quality control services for the Jaye Street and Montgomery Avenue Roundabout Project. The following itemizes the construction-related costs in two categories: 1) the construction contract, and 2) a combination of construction management, design and quality control.

- 1) Final construction cost is \$1,459,409.93.
- 2) Construction management, design and quality control costs are \$110,111.28.

Total project construction costs equate to \$1,569,521.21, which is less than the \$1,596,656.65 overall budget approved by Council at the time of award.

Congestion Mitigation and Air Quality (CMAQ) grant funds is the primary funding source for this project, which requires a "local" funding contribution of 11.47% of the eligible federally funded items of work. Measure R Local fund and Local Transportation fund are the funding sources for the City's "local" share. Water Replacement and Sewer Revolving funds are the sources of financing for the non-participating items of the project. All funding sources were approved in the 2014/2015 Annual Budget.

Central Valley Asphalt requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

Dir. SS Appropriated/Funded AMS CM J

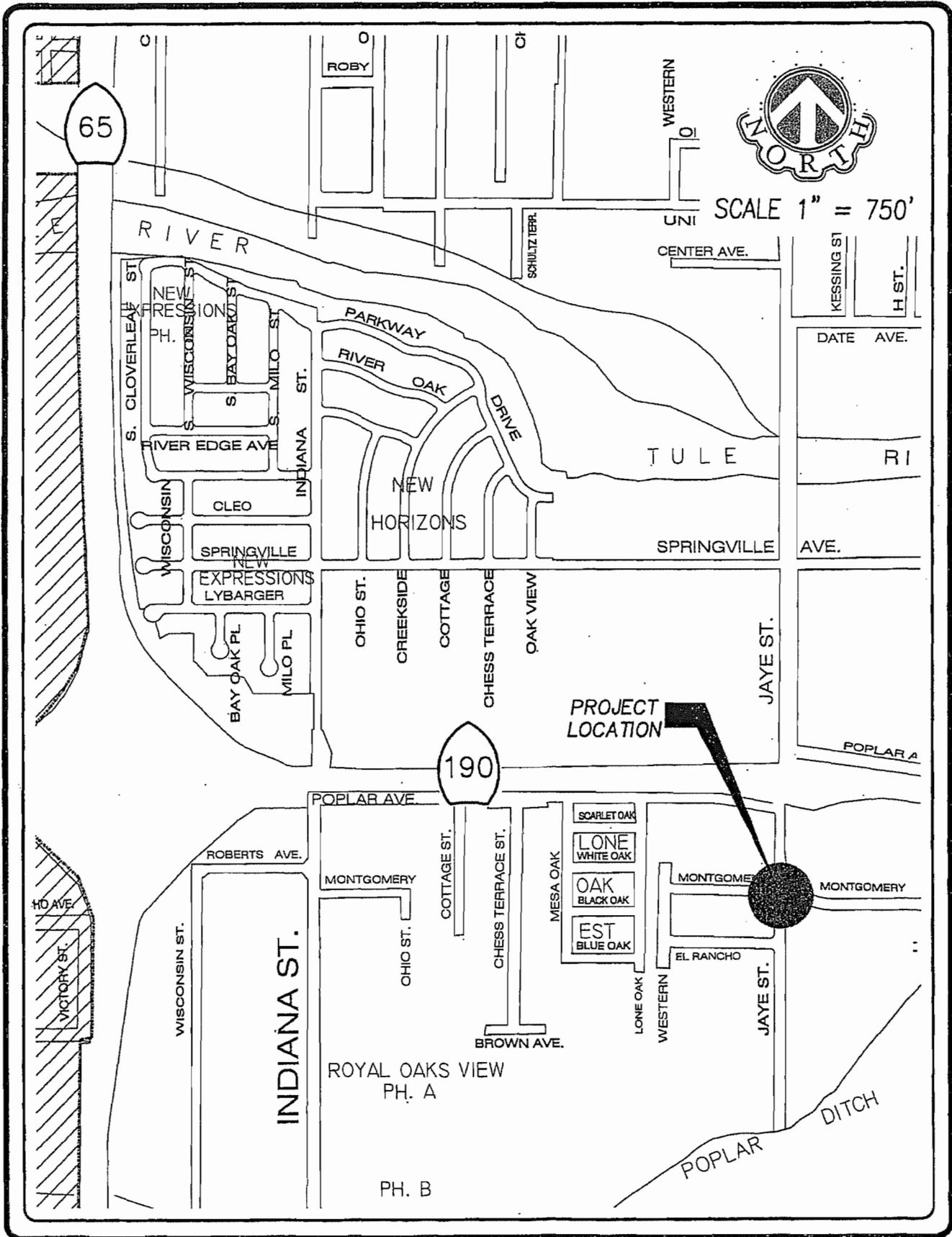
Item No. 8

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

P:\pubworks\GeneralCouncil\Acceptance of Project - Jaye St & Montgomery Ave Roundabout - 2015-01-20.doc



PROJECT LOCATION MAP

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: AUTHORIZATION TO CANCEL DESIGN SERVICE NEGOTIATIONS FOR TRANSIT WEBSITE DEVELOPMENT

SOURCE: Public Works Department - Transit Division

COMMENT: On November 4, 2014, staff received authorization to negotiate a contract with the top ranked firms for Transit website design services, at a cost not to exceed \$20,000. Design services were to create a modern, flexible and user-friendly site that can deliver large amounts of constantly changing information to our key audiences.

During negotiations with top ranked firms, staff was unable to negotiate a contract that would meet the City's needs. Staff determined that the project budget was insufficient for outside design services and additional funding for this project is not planned.

Transit staff met with other City departments in an effort to salvage this project as the need for website design is so great. During these efforts it was discussed that with significant, yet attainable, shuffling of resources the project could remain viable. To continue the Transit website design project, staff is recommending to work with the City's GIS Division to perform the design services. The GIS Division is very familiar with Transit's needs and recently updated all of the Transit route maps for this year's Transit Guide. Additionally, the GIS Division has experience in modern website development, and staff believes this will be a cost-effective and efficient process to complete the project with available funding.

RECOMMENDATION: That the City Council:

1. Cancel design service negotiations with all firms; and
2. Authorize the City GIS Division staff to assist in the design of the Transit website.

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Dir BR Appropriated/Funded AMP CM J

Item No. 9

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: AUTHORIZE PARKS AND LEISURE SERVICES DIRECTOR TO APPLY FOR LAND AND WATER CONSERVATION FUND GRANT

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: Parks are unique places where children play, people exercise, families bond, seniors socialize, youth are mentored, cultures share and celebrate their differences, and everyone connects with nature. For these reasons, vibrant parks funded by the Land and Water Conservation Fund (LWCF) grant program will be a cost-effective means of creating humane, livable communities.

Parks and Leisure Services requests authorization to submit an application for the LWCF Grant. LWCF funds are intended to increase outdoor recreational opportunities. Eligible applicants include cities, counties and districts authorized to acquire, develop, operate and maintain park and recreation areas. Projects eligible to receive funding include acquisition or development of outdoor recreation areas and facilities. Development projects include restroom buildings, parking lots, landscaping, public art, picnic areas, trails, campgrounds, and playgrounds. Property acquired or developed under the program must be maintained in perpetuity for public outdoor recreational use. Grant applications are due February 3, 2015, and the announcement of funding recommendations will be made by May 30, 2015.

The grant submitted will be for a portion of the planned development of the City-owned property at 604 N. Henry St., just north of Murry Park. The grant application will be for \$350,000. The LWCF grant is a reimbursement-only program in which the funding sources to initially "cash-flow" 100% of the total project cost must be identified at the time of the application. LWCF will reimburse the City up to 50% of the total project cost, not to exceed \$2,000,000 per application. If awarded the grant, the matching funds for this project would come from funding obtained from the insurance settlement due to the loss of the home on the property which will provide replacement cost, and funds in a prior Housing Related Parks Program grant which has \$61,000 remaining.

 Director

 Appropriated/Funded

 City Manager

ITEM NO.: 10

RECOMMENDATION: That the City Council:

1. Authorize the Parks and Leisure Services Director to proceed with the grant process; and
2. Adopt the attached draft resolution.

ATTACHMENT: Draft Resolution

RESOLUTION NO.: _____ -2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR LAND
AND WATER CONSERVATION FUND GRANT
MURRY PARK NORTH IMPROVEMENT PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

WHEREAS, the **Applicant** certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance for the proposed: Murry Park North Improvement Project; and
2. Agrees to abide by **SECTION 6(f)(3)** of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
3. Certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and
4. Appoints the Director of Parks and Leisure Services as agent of the **APPLICANT** to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

Passed, approved and adopted the 20th day of January, 2015.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

CONSENT CALENDAR

SUBJECT: HOUSING-RELATED PARKS GRANT PROGRAM

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The Housing-Related Parks Program (HRP) is an innovative program designed to reward local governments that approve housing for low-income households with grant funds for the costs of Park and Recreation Facility creation, development, or rehabilitation.

The Department of Housing and Community Development (HCD) has issued the Notice of Funding Availability (NOFA) for the 2015 grant funding round with the application due February 5, 2015. HRP Program grant funds will be awarded to eligible jurisdictions on a per-bedroom basis for each residential unit affordable to very low- and low-income households with documented housing starts during the Designated Program Years of January 1, 2010, to December 31, 2014.

All applicants must meet the following HRP Program threshold requirements to be eligible for funding:

- Housing Element adopted and found in compliance by HCD;
- Submittal of the Annual Progress Report for 2013 and 2014 to HCD;
- For each eligible unit, the application must include a building permit issued between January 1, 2010, and December 31, 2014, and meet the affordability requirements for extremely low-, very low-, or low-income households.

The City has met these threshold requirements with the current construction of 80 apartments (166 bedrooms), and, therefore, is in the position to submit an application to the State for these grant funds.

The City anticipates receiving up to \$300,000 in grant funds for the program. The Parks and Leisure Services Commission recently set project priorities for park funding and in accordance with this list, the following recommendation is being presented for the utilization of the grant funds, if awarded: The project would consist of the development of an eight feet (8') wide concrete ADA compliant Class I multi-use and walking circuit trail throughout the interior of Veteran's Park. The new trail would essentially follow the route of an existing degraded trail of decomposed granite. The trail could potentially include the addition of solar lighting, tables, benches, shade, and drinking fountains which would enhance the usability and extend the daily hours of service for this trail located in one of the city's most frequented parks. The proposed project is part of Porterville's park master plans providing

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pedestrian and bicycle connectivity to shopping, living, office and recreational destinations in the western part of the city. The trail would also connect to existing bike lanes that are part of Porterville's and the Tulare County Regional Bicycle Transportation Plan.

The grant funds must be expended within four years of the date of award announcement.

As typical with this type of state contract, the Mayor is authorized to sign the application, the Standard Agreement and all other participation documents, while the Community Development Director is authorized to execute all drawdown requests and other administrative documents for the program.

RECOMMENDATION: That the City Council:

1. Approve using grant funding for project described above for the Housing-Related Parks Program, as approved and submitted by the Parks and Leisure Commission;
2. Authorize the grant application submittal to the Department of Housing and Community Development for the Housing-Related Parks Program;
3. Approve the draft resolution authorizing the execution of the Standard Agreement and any other documents necessary to secure a Housing-Related Parks Program grant from the State of California; and
4. Authorize the Mayor to sign the application, the Standard Agreement and all other participation documents, and the Community Development Director to sign all drawdown requests and other administrative documents required for the Housing-Related Parks Program.

ATTACHMENT: Draft Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING APPLICATION FOR HOUSING-RELATED PARKS GRANT

WHEREAS: The State of California, Department of Housing and Community Development (the “Department”) has issued a Notice of Funding Availability dated December 10, 2014, (the “NOFA”) under its Housing Related Parks (HRP) Program; and

WHEREAS: The City of Porterville (“Applicant”) desires to apply for a HRP Grant and submit the Application Package released by the Department for the HRP Program; and

WHEREAS: The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the Application Package released December 2014 for the 2015 Program Year. If the application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (the “Standard Agreement”), and any and all other documents required or deemed necessary or appropriate to secure a HRP Grant from the Department, and all amendments thereto (collectively, the “HRP Grant Documents”).

2. Application shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. That the Mayor is authorized to execute in the name of the City of Porterville the Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program, and that the Community Development Director is authorized to execute in the name of the City of Porterville grant drawdown requests, and all other administrative documents required by the Department for administration of the HRP program.

**ATTACHMENT
ITEM NO. |**

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: INTENT TO SET A PUBLIC HEARING TO CONSIDER THE FORMATION OF A SEWER UTILITY DISTRICT FOR AREA 459

SOURCE: Public Works Department - Engineering Division

COMMENT: Staff respectfully requests that the City Council set a Public Hearing for February 3, 2015, to allow for a "protest hearing" from property owners who live or own property within Sewer Utility District Area 459. Proposition 218 guidelines require 45 days marked notice of the Public Hearing. A ballot must be included in the notice for property owners to vote for or against formation of the sewer utility district.

A Resolution declaring the Council's intent to create a sewer utility district is attached for Council's action. Proposition 218 Guidelines specify that the Public Works Director must prepare and present an Engineer's Report to the City Council prior to the Public Hearing. The Engineer's Report must provide:

1. A description of the improvements;
2. A cost estimate of the improvements;
3. Maps and/or drawings describing the boundaries of the utility district;
4. Methodology used by the Engineer of Record to equitably spread the cost of the improvements throughout the utility district; and
5. An assessment roll listing all parcels in the district and the proposed assessment against each parcel in the district.

RECOMMENDATION: That the City Council:

1. Set a Public Hearing for February 3, 2015, pursuant to Proposition 218 Guidelines, for consideration to form Sewer Utility District 459;
2. Approve the Engineer's Report for Sewer Utility District Area 459; and
3. Authorize staff to notify all affected property owners of the Public Hearing, via regular mail, including the sewer connection assessment amount, length of time provided on the assessment, reason for the assessment and a summary on how the voting will function.

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Item No. 12

ATTACHMENTS: Draft Resolution to Approve the Intent to Form a Sewer Utility District
Engineer's Report w/ Attachments (including locator map)
Draft Resolution to Accept the Engineer's Report

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RESOLUTION NO.: _____ - 2015

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING
THE INTENT TO FORM AN
ISLAND ANNEXATION AREA 459 SEWER UTILITY DISTRICT,
LEVYING THE ASSESSMENT

WHEREAS, Island Annexation Area 459, was annexed into the city in November 2006; and

WHEREAS, the parcels in this area utilize individual septic tanks that are failing; and

WHEREAS, the City Council of the City of Porterville unanimously approved the design of the Island Annexation 459 Project contingent upon the establishment of the Island Annexation Area 459 Sewer Utility District; and

WHEREAS, in accordance with California Streets and Highways Code Section 10000 et seq. and other applicable laws, the property owners were provided with Notice of the Public Hearing and assessment ballot proceeding; and

WHEREAS, it is the intent of the City Council to hold a Public Hearing to receive comment from the public, accept and tabulate ballots; and

WHEREAS, the property owners within the proposed District will be given the opportunity to cast ballots at the end of the Public Hearing to be held on February 3, 2015, and approve the imposition of the assessment and the formation of the District;

NOW, THEREFORE, BE IT RESOLVED, that it is the intention of the City Council of the City of Porterville to:

- 1) Approve the formation of the Island Annexation Area 459 Sewer Utility District establishing an assessment to pay for the installation of new sewer mains and laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit "A;"
- 2) Authorize the levying of the assessment as set forth in Exhibit "B;"
- 3) Authorize the City to permit property owners to pay the total one-time assessment on a bi-yearly basis through property taxes over a period of 30 years, with 3% interest. This cost shall be as set forth in Exhibit "B."

PASSED, APPROVED AND ADOPTED this 3rd day of February, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR ISLAND ANNEXATION AREA 459
SEWER PROJECT

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution

No. _____ . **This assessment is authorized pursuant to the Municipal**

Improvement Act of 1913 (California Streets and Highways Code Section 10000 et seq.) and California Constitution Article XIID, Section 4. The report is in compliance with the requirements of **California Streets and Highways Code Section 10204.**

SECTION 2. General Description

The City Council has elected to finance the Island Annexation Area 459 Sewer Facility District (hereinafter referred to as "District") which includes the installation of approximately 40' of 8" sewer main, 13,300' of 6" sewer mains, 368 sewer laterals and 30 manholes.

The City Council has determined that the new sewer system will have a positive effect upon all parcels within the proposed boundaries of the "District". Proposed sewer laterals will be provided on both sides of the streets to all parcels located within the district. The installed sewer system will be maintained and operated by the City of Porterville.

SECTION 3. Plans and Specifications

The plans and specifications for the "District" were prepared by the City of Porterville's Public Works Department, Engineering Division and are in conformance with City Standards and Specifications. The sewer mains, laterals and manholes are shown on the plans approved by the City Council on July 3, 2014. The total length of 8" & 6" sewer mains to be maintained is 13,340 L.F. **The plans and specifications for the project are on file with the Public Works Department of the City and are hereby incorporated by reference.**

SECTION 4. Improvements

Improvements to be constructed include:

40 LF of 8” sewer main, 13,300 LF of 6” sewer main, 368 sewer laterals and 30 manholes and other sewer related appurtenances.

SECTION 5. Estimated Costs

The initial construction cost will be borne by the City through a loan from re-financed Certificate of Participation Bond sewer funds. Payment on the loan will be made by a “one-time” assessment on the properties within the district receiving sewer facilities and paid annually over thirty (30) years at 3% interest by agreement between the City of Porterville and the Property Owner. A “District” map will be filed for record purposes upon voter approval of the “District” and installation of the improvements. The assessments are appropriate and will be used to pay the loan for construction and construction management of the Island Annexation Area 459 Sewer Project. District assessments will begin in the 2015-2016 Fiscal Year and will end in the 2045/2046 Fiscal Year. Assessments are based on the cost of construction and includes all or a portion of a 10% Construction Contingency and a Construction Management fee component. The “Actual Cost of Construction” is shown in Exhibit “A” attached herein.

SECTION 6. Assessment Legal Description & Boundary Map

A legal description and copy of the proposed assessment Boundary Map titled “Island Annexation Area 459 Sewer Facility District”, referenced as Exhibit “C” and Exhibit “B” respectively is attached herein for review.

SECTION 7. Assessment

The initial cost of constructing improvements will be borne by the City of Porterville. The improvements are established for the benefit of all properties within the proposed Island Annexation Area 459 Sewer Facility District. The maintenance of the improvements (sewer mains and manholes) shall be performed by the City in perpetuity. The City Council of Porterville has determined that in order to pay for the construction of the 8” and 6” sewer main and related appurtenances, those properties in Exhibit ‘A’, should form a sewer facility district and that said district pay a semi-annual fee incorporated into the County’s tax roll to cover the cost of construction and construction management of the Island Annexation Area 459 Sewer Project.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a reliable, consistent and safe method of sewer disposal.
2. A safe and reliable sewer system benefits all properties within the “District”.
3. The parcels (lots) not adjacent to the newly installed 8” and 6” sewer mains shall have the opportunity to connect to a sewer lateral located at or near the Public Right-of-Way and extend private sewer laterals to those parcels (lots) in question.

Exhibit “A”, attached herein provides the following information:

Column 1 - Identifies the Property Number of the parcel located within the “District”.

Column 2 – Identifies the street address of the parcel within the “District”.

Column 3 - Identifies the Property Owner of the parcel within the “District” based on latest Tulare County Tax Roll.

Column 4 – Identifies the parcel within the “District” by County Assessor Number.

Column 5 – Identifies the parcel within the “District” by square footage.

Column 6 – Identifies the parcel within the “District” based on acreage.

Column 7 – Identifies the acreage fee per acre for each lot within the “District” based on actual construction cost. This cost includes a 10% “Construction Contingency”

Column 8 – Identifies the Zoning for each parcel within the “District”.

Column 9 – Identifies the width of each parcel within the “District”

Column 10 – Identifies the number of residential units per lot.

Column 11 – Identifies “Acreage” fee per lot based on the construction cost (Col. 6 x Col. 7) with the 10% construction contingency included.

Column 12 – Identifies Sewer Lateral cost per lot within the “District” based on actual construction cost plus a 10% construction contingency.

Column 13 – Identifies Plumbing Permit fee per lot within the “District”. This fee will not be assessed and must be paid by the property owner prior to connecting to the City sewer system.

Column 14 – Identifies Construction Management cost per lot within the “District” based on 5% of the construction cost.

Column 15 – Identifies the Total Connection Fee per lot within the “District”

NOTE: Column 15 identifies the actual assessment per parcel (lot) based on construction and construction management costs and is the sum of Columns 11, 12 & 14. This fee (cost) is the amount to be assessed each parcel over the life of the Island Annexation Area 459 Sewer Facility District loan.

The “Assessed Cost” per “typical” parcel is calculated as follows:

Column 11 = Construction bid + 10% contingency / Total Acreage within “District” x

Individual Parcel Size = $(\$746,094 \times 1.1) / 81.235 \text{ Ac.} \times 0.28 \text{ Ac.} = \mathbf{\$2,828.79}$

Note: The “construction bid” does not include the sewer lateral costs.

Column 12 = Cost of sewer lateral per parcel = $\$1,000 \times 1.1 = \mathbf{\$1,100}$

Note: Sewer lateral costs are specific to each property. The calculation above is representative of the methodology used in determining the cost associated to each parcel.

Column 14 = Construction Management Cost = $(\$1,155,064 \times 5\%) / 386 \text{ Serviceable Lots} = \mathbf{\$156.94 \text{ per lot.}}$

Note: The 5% is calculated based on the total cost of construction including the cost to install sewer laterals.

Column 15 = Total Assessment per Parcel (Lot) = Col 11 + Col. 12 + Col. 14 = $\mathbf{\$4,085.73}$

Semi-Annual Payment Calculated As Follows:

$$A = P(i/12) [(1+i/12)^n / (1+i/12)^n - 1]$$

Where:

A = Semi-Annual Assessment (payment) per Residential Unit

P = Per Residential Unit Cost for Construction, Construction Management & Sewer Lateral Cost
= $\mathbf{\$4,085.73}$

i = Interest (3%) compounded semi-annually = $.03/2 = .015$

n = Number of payments over 30 years = 60

Per Residential Unit Assessment Calculated as follows:

$$A = \$4,085.79 \times .015 \times [(1.015)^{60} / (1.0025)^{60} - 1] = \mathbf{\$103.75}$$

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

Engineer of Record

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Agreement Signed
unbuildable or no lateral required
lateral exists
no lateral proposed, but probably needs one
0 number of laterals proposed (needed) outside of annex area as part of this project
already connected to City Sewer
Declined to Participate
Paid in Full
Partially Paid
See Notes

Property No.	Property Address	Owner/First Name(s)	Owner/Last Name	APN	Lot Area (SF)	Lot Area (AC)	Acreage Fee/Acre	Zoning	Lot Front Footage	Units per Lot	Acreage Fee	Sewer Lateral Cost	Plumbing Permit	Construction Management Cost	Total Connection Fees
1	2	3		4	5	6	7	8	9	10	11 = (6) x (7)	12		14	(11) + (12) + (14)
1	SE Corner of Morton & Walsi	W S TRUST OF 2010		245132001	9628.0102	0.2210	\$ 10,102.83	RS-2	50	1	\$ 2,233.02	\$ 2,420.00	\$ 80.00	\$ 156.94	\$4,809.96
2	Lot south of 2155 W Cleavelar	CLARENCE W & FAYE	LEINWEBER	245207002	7485.0113	0.1718	\$ 10,102.83	RS-2	68	1	\$ 1,735.99	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 2,992.93
3	LOT ON MATHEW	COUNTY OF TULARE		245131006	9269.568	0.2128	\$ 10,102.83	RS-2	69	1	\$ 2,149.88	\$ 1,430.00	\$ 80.00	\$ 158.94	\$ 3,738.82
4	207 N ARGYLE ST	MARIA & RAMON	VELASCO	245207003	8160.4239	0.1873	\$ 10,102.83	RS-2	68	1	\$ 1,892.64	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,149.58
5	210 N ARGYLE ST	ANA	MUSGROVE	245206004	8043.5198	0.1847	\$ 10,102.83	RS-2	68	1	\$ 1,865.53	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,122.47
6	218 N ARGYLE ST	RAMIRO N & SOCORRO A	SERRATO	245206005	7562.5139	0.1736	\$ 10,102.83	RS-2	68	1	\$ 1,753.97	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,010.91
7	263 N ARGYLE ST	PATRICIA L	ALBA	245202005	8229.4151	0.1889	\$ 10,102.83	RS-2	65	1	\$ 1,908.64	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,165.58
8	264 N ARGYLE ST	EDWARD S & ANNA M	ESPINOZA	245203008	8293.6213	0.1904	\$ 10,102.83	RS-2	65	1	\$ 1,923.53	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,180.47
9	269 N ARGYLE ST	ROGELIO & GLORIA IBARRA DE	SEGURA	245202004	8061.72	0.1851	\$ 10,102.83	RS-2	68	1	\$ 1,869.75	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,126.69
10	272 N ARGYLE ST	ELVIA	CASTILLO	245203009	8153.0937	0.1872	\$ 10,102.83	RS-2	68	1	\$ 1,890.94	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,147.88
11	275 N ARGYLE ST	MARION L	WADDLE	245202003	8063.1944	0.1851	\$ 10,102.83	RS-2	68	1	\$ 1,870.09	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,127.03
12	278 N ARGYLE ST	MARK A	MALONEY	245203010	8155.477	0.1872	\$ 10,102.83	RS-2	68	1	\$ 1,891.49	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,148.43
13	288 N ARGYLE ST	JAMES P	O BRIEN	245203011	8192.8018	0.1881	\$ 10,102.83	RS-2	68	1	\$ 1,900.15	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,157.09
14	289 N ARGYLE ST	MISTY D	COMBS	245202002	8085.5008	0.1856	\$ 10,102.83	RS-2	68	1	\$ 1,875.26	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,132.20
15	294 N ARGYLE ST	PATRICK J & JAN M	MC CUSKER	245203012	7989.7007	0.1834	\$ 10,102.83	RS-2	68	1	\$ 1,853.04	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,109.98
16	309 N ARGYLE ST	DEANN D	ROBERTS	245202001	7784.7259	0.1787	\$ 10,102.83	RS-2	68	1	\$ 1,805.50	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,062.44
17	309 N ARGYLE (south lot) ST	DEANN D	ROBERTS	245195005	7899.945	0.1814	\$ 10,102.83	RS-2	68	1	\$ 1,832.23	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,089.17
18	310 N ARGYLE ST	ARTURO & LUCILA	VARGAS	245194006	7934.7443	0.1822	\$ 10,102.83	RS-2	68	1	\$ 1,840.30	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,097.24
19	321 N ARGYLE ST	DREW & CANDICE	JONES	245195004	7913.8475	0.1817	\$ 10,102.83	RS-2	68	1	\$ 1,835.45	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,092.39
20	322 N ARGYLE ST	JIM C & PAULA D	DELK	245194007	7914.5107	0.1817	\$ 10,102.83	RS-2	68	1	\$ 1,835.61	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,092.55
21	333 N ARGYLE ST	JOEVITTA E	REYNA	245195003	7867.9969	0.1806	\$ 10,102.83	RS-2	68	1	\$ 1,824.82	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,081.76
22	334 N ARGYLE ST	DONALD G & DEBORAH K	LOVELADY	245194008	7894.7183	0.1812	\$ 10,102.83	RS-2	68	1	\$ 1,831.01	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,087.95
23	341 N ARGYLE ST	MERAZ SUZANNE E	MERAZ	245195002	7931.5307	0.1821	\$ 10,102.83	RS-2	68	1	\$ 1,839.55	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,096.49
24	342 N ARGYLE ST	SHERRI L	HANCE	245194009	8027.4106	0.1843	\$ 10,102.83	RS-2	68	1	\$ 1,861.79	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,118.73
25	376 N ARGYLE ST	YAZMIN	GUTIERREZ	245192010	8014.8301	0.1840	\$ 10,102.83	RS-2	90	1	\$ 1,858.87	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,950.81
26	377 N ARGYLE ST	CARLOS & CARMEN	PACHECO	245191006	8519.301	0.1956	\$ 10,102.83	RS-2	90	1	\$ 1,975.87	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,067.81
27	392 N ARGYLE ST	ALMA & RUFINO	FLORES	245192001	7872.855	0.1807	\$ 10,102.83	RS-2	90	1	\$ 1,825.94	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,402.88
28	1873 W AURORA AVE	TEDDY K	STANDRIDGE	245172008	8100.9611	0.1860	\$ 10,102.83	RS-2	72	1	\$ 1,878.85	\$ 902.00	\$ 80.00	\$ 156.94	\$ 2,937.79
29	1874 W AURORA AVE	J BALTAZAR & AURORA	CAMACHO	245183011	7949.8457	0.1825	\$ 10,102.83	RS-2	72	1	\$ 1,843.80	\$ 902.00	\$ 80.00	\$ 156.94	\$ 2,902.74
30	1884 W AURORA AVE	ROJELIO A	TAPIA	245183012	8493.9192	0.1950	\$ 10,102.83	RS-2	72	1	\$ 1,969.99	\$ 902.00	\$ 80.00	\$ 156.94	\$ 3,028.93
31	1885 W AURORA AVE	RENE & GACCIRY	MARTINEZ	245172007	8465.0336	0.1943	\$ 10,102.83	RS-2	72	1	\$ 1,963.29	\$ 902.00	\$ 80.00	\$ 156.94	\$ 3,022.23
32	1896 W AURORA AVE	BRAULIO & ANNA L	OROZCO	245183013	8066.5495	0.1852	\$ 10,102.83	RS-2	72	1	\$ 1,870.87	\$ 902.00	\$ 80.00	\$ 156.94	\$ 2,929.81
33	1897 W AURORA AVE	JERRY	BLASINGAME	245172006	8219.1933	0.1887	\$ 10,102.83	RS-2	72	1	\$ 1,906.27	\$ 902.00	\$ 80.00	\$ 156.94	\$ 2,965.21
34	1906 W AURORA AVE	BANK OF AMERICA NATIONAL ASSOCIATIO		245183014	8623.1477	0.1980	\$ 10,102.83	RS-2	72	1	\$ 1,999.96	\$ 902.00	\$ 80.00	\$ 156.94	\$ 3,058.90
35	1907 W AURORA AVE	ARTHUR M & HORTENCIA	NAVA	245172005	8678.4136	0.1992	\$ 10,102.83	RS-2	72	1	\$ 2,012.78	\$ 902.00	\$ 80.00	\$ 156.94	\$ 3,071.72
36	1919 W AURORA AVE	RON	CARRILLO	245172004	8351.563	0.1917	\$ 10,102.83	RS-2	72	1	\$ 1,936.97	\$ 902.00	\$ 80.00	\$ 156.94	\$ 2,995.91
37	1920 W AURORA AVE	ALVARO G & MARIA J	ALVAREZ	245183015	8477.7529	0.1946	\$ 10,102.83	RS-2	72	1	\$ 1,966.24	\$ 902.00	\$ 80.00	\$ 156.94	\$ 3,025.18
38	1928 W AURORA AVE	BURON	SCOTT	245183016	8419.1277	0.1933	\$ 10,102.83	RS-2	72	1	\$ 1,952.64	\$ 902.00	\$ 80.00	\$ 156.94	\$ 3,011.58
39	1929 W AURORA AVE	MARIO & DELIA	MARTINEZ	245172003	8513.6388	0.1954	\$ 10,102.83	RS-2	72	1	\$ 1,974.56	\$ 902.00	\$ 80.00	\$ 156.94	\$ 3,033.50
40	1939 W AURORA AVE	MARIA C	ROJAS	245172002	8344.6311	0.1916	\$ 10,102.83	RS-2	72	1	\$ 1,935.36	\$ 902.00	\$ 80.00	\$ 156.94	\$ 2,994.30
41	1940 W AURORA AVE	ALFREDO & STACEY	HERNANDEZ	245183017	8201.2794	0.1883	\$ 10,102.83	RS-2	72	1	\$ 1,902.12	\$ 902.00	\$ 80.00	\$ 156.94	\$ 2,961.06
42	211 N BALMAYNE ST	FILOMENO G & MARIA	HERNANDEZ	245206003	7957.4854	0.1827	\$ 10,102.83	RS-2	68	1	\$ 1,845.57	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,102.51
43	212 N BALMAYNE ST	ROBERT & LARETTA	THOMSON	245205003	7847.9737	0.1802	\$ 10,102.83	RS-2	68	1	\$ 1,820.17	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,077.11
44	219 N BALMAYNE ST	JOSE	AYON	245206002	7524.1774	0.1727	\$ 10,102.83	RS-2	68	1	\$ 1,745.08	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,002.02
45	220 N BALMAYNE ST	ARTHUR & PATRICIA J	FACIO	245205002	7705.6235	0.1769	\$ 10,102.83	RS-2	68	1	\$ 1,787.16	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,044.10
46	263 N BALMAYNE ST	NOVROZ ALI & MARGARITA	RAHIM	245203005	8155.0824	0.1872	\$ 10,102.83	RS-2	66	1	\$ 1,891.40	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,148.34
47	264 N BALMAYNE ST	OSWALDO C	CONTRERAS	245204005	8154.2341	0.1872	\$ 10,102.83	RS-2	66	1	\$ 1,891.20	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,148.14
48	271 N BALMAYNE ST	JAMES K	MAGGARD	245203004	8013.7681	0.1840	\$ 10,102.83	RS-2	68	1	\$ 1,858.63	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,115.57
49	274 N BALMAYNE ST	MICHAEL JR	MARTINS	245204004	8071.3265	0.1853	\$ 10,102.83	RS-2	68	1	\$ 1,871.98	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,128.92

Property No.	Property Address	Owner/First Name(s)	Owner/Last Name	APN	Lot Area (SF)	Lot Area (AC)	Acreage Fee/Acre	Zoning	Lot Front Footage	Units per Lot	Acreage Fee	Sewer Lateral Cost	Plumbing Permit	Construction Management Cost	Total Connection Fees
1	2	3			5	6	7	8	9	10	11 = (6) x (7)	12		14	(11) + (12) + (14)
50	275 N BALMAYNE ST	RICARDO Q JR	PRIETO	245203003	7938.9919	0.1823	\$ 10,102.83	RS-2	68	1	\$ 1,841.28	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,098.22
51	276 N BALMAYNE ST	JOHN W	PETERS	245204003	8001.67	0.1837	\$ 10,102.83	RS-2	68	1	\$ 1,855.82	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,112.76
52	287 N BALMAYNE ST	MAGDA	TORRES	245203002	7987.042	0.1834	\$ 10,102.83	RS-2	68	1	\$ 1,852.43	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,109.37
53	288 N BALMAYNE ST	LINDA ANN	BAGDANOFF	245204002	8069.6538	0.1853	\$ 10,102.83	RS-2	68	1	\$ 1,871.59	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,128.53
54	295 N BALMAYNE ST	MARCIAL & ALBERTA	SOTO	245203001	7749.115	0.1779	\$ 10,102.83	RS-2	68	1	\$ 1,797.24	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,054.18
55	296 N BALMAYNE ST	MOISES	ESPINOZA	245204001	7847.4805	0.1802	\$ 10,102.83	RS-2	68	1	\$ 1,820.06	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,077.00
56	310 N BALMAYNE ST	JORGE JR & CAROL	PAGELA	245193005	7787.3179	0.1788	\$ 10,102.83	RS-2	68	1	\$ 1,806.11	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,063.05
57	311 N BALMAYNE ST	LINDA JEAN	NOEL	245194005	7881.8199	0.1809	\$ 10,102.83	RS-2	68	1	\$ 1,828.02	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,084.96
58	321 N BALMAYNE ST	PROPERTY OWNER/RESIDENT		245194004	7861.427	0.1805	\$ 10,102.83	RS-2	68	1	\$ 1,823.29	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,080.23
59	322 N BALMAYNE ST	KARI	FISHER	245193004	7770.6701	0.1784	\$ 10,102.83	RS-2	68	1	\$ 1,802.24	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,059.18
60	335 N BALMAYNE ST	MARTIN ZAMORA	ALVAREZ	245194003	7787.1728	0.1788	\$ 10,102.83	RS-2	68	1	\$ 1,806.07	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,063.01
61	336 N BALMAYNE ST	ADOLFO & MARIA FELIPA	FACIO	245193003	7661.8874	0.1759	\$ 10,102.83	RS-2	68	1	\$ 1,777.01	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,033.95
62	343 N BALMAYNE ST	ROSA MARIA	MEZA	245194002	7949.4119	0.1825	\$ 10,102.83	RS-2	70	1	\$ 1,843.70	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,100.64
63	344 N BALMAYNE ST	BONIFASIO JR	ROSAS	245193002	7823.1953	0.1796	\$ 10,102.83	RS-2	70	1	\$ 1,814.43	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,071.37
64	212 N BALMORAL ST	EUGENIA C	BRACAMONTES	245205009	7987.0331	0.1834	\$ 10,102.83	RS-2	68	1	\$ 1,852.43	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,109.37
65	213 N BALMORAL ST	RODY L & ERLINDA L	DE ROCA	245205004	7769.4233	0.1784	\$ 10,102.83	RS-2	68	1	\$ 1,801.96	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,058.90
66	220 N BALMORAL ST	JUDY & BOBBY	QUINTON	245205008	7944.5577	0.1824	\$ 10,102.83	RS-2	68	1	\$ 1,842.57	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,099.51
67	221 N BALMORAL ST	E DWANE & PATSY J	GAHAGAN	245205005	7732.1622	0.1775	\$ 10,102.83	RS-2	68	1	\$ 1,793.31	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,050.25
68	228 N BALMORAL ST	ADRIAN & LYDIA	HERNANDEZ	245205007	8494.7625	0.1950	\$ 10,102.83	RS-2	50	1	\$ 1,970.18	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,227.12
69	260 N BALMORAL ST	SHARON K	TURNER	245209005	8375.0636	0.1923	\$ 10,102.83	RS-2	68	1	\$ 1,942.42	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,199.36
70	261 N BALMORAL ST	BRIAN DALE & LISA DAWN	SMITH	245204008	8219.1723	0.1887	\$ 10,102.83	RS-2	67	1	\$ 1,906.26	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,163.20
71	268 N BALMORAL ST	RICHARD E & YEVONNE	WALLINE	245209004	8104.7095	0.1861	\$ 10,102.83	RS-2	68	1	\$ 1,879.72	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,136.66
72	269 N BALMORAL ST	VACA ROCIO	VACA	245204009	7899.2995	0.1813	\$ 10,102.83	RS-2	68	1	\$ 1,832.08	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,089.02
73	276 N BALMORAL ST	GARY	FREEMAN	245209003	8115.7918	0.1863	\$ 10,102.83	RS-2	68	1	\$ 1,882.29	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,139.23
74	277 N BALMORAL ST	JOSE V & RAFAELA E	ACEVEDO	245204010	7941.456	0.1823	\$ 10,102.83	RS-2	68	1	\$ 1,841.85	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,098.79
75	289 N BALMORAL ST	MARIA	VILLEGAS	245204011	8013.9832	0.1840	\$ 10,102.83	RS-2	68	1	\$ 1,858.68	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,115.62
76	290 N BALMORAL ST	BETTY E	CHANEY	245209002	8119.9447	0.1864	\$ 10,102.83	RS-2	68	1	\$ 1,883.25	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,140.19
77	297 N BALMORAL ST	BRADLEY E & AMY B	OWENS	245204012	7595.3111	0.1744	\$ 10,102.83	RS-2	68	1	\$ 1,761.57	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,018.51
78	298 N BALMORAL ST	BRADLEY M & BARBARA L	RUF	245209001	7821.4246	0.1796	\$ 10,102.83	RS-2	68	1	\$ 1,814.02	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,070.96
79	313 N BALMORAL ST	GURROLA MARY ELLEN	GURROLA	245193006	7817.1669	0.1795	\$ 10,102.83	RS-2	68	1	\$ 1,813.03	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,069.97
80	314 N BALMORAL ST	ANNA L	PEEK	245196005	7865.5884	0.1806	\$ 10,102.83	RS-2	68	1	\$ 1,824.26	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,081.20
81	323 N BALMORAL ST	RODRIGO & MARIA	CARRANZA	245193007	7764.4373	0.1782	\$ 10,102.83	RS-2	68	1	\$ 1,800.80	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,057.74
82	324 N BALMORAL ST	JUAN MANUEL	RICO	245196004	7816.1495	0.1794	\$ 10,102.83	RS-2	68	1	\$ 1,812.79	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,069.73
83	337 N BALMORAL ST	ESTEBAN & LIDIA	VASQUEZ	245193008	7742.1171	0.1777	\$ 10,102.83	RS-2	68	1	\$ 1,795.62	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,052.56
84	338 N BALMORAL ST	JAMES E & WILMA D	MADDOX	245196003	7837.4252	0.1799	\$ 10,102.83	RS-2	68	1	\$ 1,817.73	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,074.67
85	345 N BALMORAL ST	DAVID & JANET	ROSS	245193009	7828.7689	0.1797	\$ 10,102.83	RS-2	69	1	\$ 1,815.72	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,072.66
86	346 N BALMORAL ST	PAUL R & FRANCISCA O	DURON	245196002	7776.1594	0.1785	\$ 10,102.83	RS-2	69	1	\$ 1,803.52	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,060.46
87	1810 W BEL AIRE AVE	ISMAEL CHAVEZ	TRUJILLO	245050017	9957.6716	0.2286	\$ 10,102.83	RS-2	120	1	\$ 2,309.47	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,637.91
88	1811 W BEL AIRE AVE	CHAD	SMITH	245060008	10181.0347	0.2337	\$ 10,102.83	RS-2	120	1	\$ 2,361.28	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,689.72
89	1840 W BEL AIRE AVE	EDUARDO CHAVEZ	CISNEROS	245050018	10020.0741	0.2300	\$ 10,102.83	RS-2	120	1	\$ 2,323.95	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,652.39
90	1870 W BELLEVIEW AVE	OBIE S & HAZEL J	NEWSOM	245182006	10331.1997	0.2372	\$ 10,102.83	RS-2	130	1	\$ 2,396.11	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,620.05
91	1871 W BELLEVIEW AVE	ENRIQUE	SANCHEZ	245183008	7998.4165	0.1836	\$ 10,102.83	RS-2	72	1	\$ 1,855.07	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,079.01
92	1881 W BELLEVIEW AVE	OBIE S & HAZEL J	NEWSOM	245183007	8601.3893	0.1975	\$ 10,102.83	RS-2	72	1	\$ 1,994.91	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,218.85
93	1893 W BELLEVIEW AVE	FILIBERTO & GUADALUPE	TORRES	245183006	8137.7598	0.1868	\$ 10,102.83	RS-2	72	1	\$ 1,887.38	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,111.32
94	1896 W BELLEVIEW AVE	JESUS M	RODRIGUEZ	245182005	10369.704	0.2381	\$ 10,102.83	RS-2	122	1	\$ 2,405.04	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,628.98
95	1907 W BELLEVIEW AVE	ALVARO	MACIEL	245183005	8685.9858	0.1994	\$ 10,102.83	RS-2	72	1	\$ 2,014.53	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,238.47
96	1917 W BELLEVIEW AVE	BILL B & RHONDA J	LONG	245183004	8498.133	0.1951	\$ 10,102.83	RS-2	72	1	\$ 1,970.96	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,194.90
97	1926 W BELLEVIEW AVE	DAVID L & BILLIE E	KELLEY	245182038	10587.3016	0.2431	\$ 10,102.83	RS-2	120	1	\$ 2,455.50	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,679.44
98	1929 W BELLEVIEW AVE	CAROLYN R	WHEAT	245183003	8516.4106	0.1955	\$ 10,102.83	RS-2	72	1	\$ 1,975.20	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,199.14
99	1937 W BELLEVIEW AVE	FRED M & ALLISON M	LANDUCCI	245183002	8209.524	0.1885	\$ 10,102.83	RS-2	72	1	\$ 1,904.03	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,127.97
100	1944 W BELLEVIEW AVE	FLOYD TIMOTHY R &	CHRISTA R COOK	245182037	10305.6629	0.2366	\$ 10,102.83	RS-2	120	1	\$ 2,390.18	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,614.12
101	1975 W BELLEVIEW AVE	STEVE J & BEVERLY	FURNIER	245184004	8666.0961	0.1989	\$ 10,102.83	RS-2	102	1	\$ 2,009.92	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,233.86
102	1976 W BELLEVIEW AVE	RICK L	EDMONDS	245182026	9383.7182	0.2154	\$ 10,102.83	RS-2	105	1	\$ 2,176.36	\$ 1,067.00	\$ 80.00	\$ 156.94	\$ 3,400.30
103	426 N BELMONT ST	ROSE MARY	RATHER	245174002	9686.1119	0.2224	\$ 10,102.83	RS-2	80	1	\$ 2,246.49	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,512.23
104	435 N BELMONT ST	RAYMOND D	HUNTER	245171023	9065.329	0.2081	\$ 10,102.83	RS-2	105	1	\$ 2,102.51	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,368.25
105	461 N BELMONT ST	GARY	HEMPHILL	245172010	8245.6199	0.1893	\$ 10,102.83	RS-2	95	1	\$ 1,912.40	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,178.14
106	470 N BELMONT ST	KEVIN	GIBSON	245173003	8459.2169	0.1942	\$ 10,102.83	RS-2	70	1	\$ 1,961.94	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,227.68
107	479 N BELMONT ST	EFREN V	ALCANTAR	245172009	8465.7098	0.1943	\$ 10,102.83	RS-2	95	1	\$ 1,963.44	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,229.18
108	480 N BELMONT ST	OMA DEON	LANE	245173002	8461.2094	0.1942	\$ 10,102.83	RS-2	70	1	\$ 1,962.40	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,228.14
109	492 N BELMONT ST	HELEN A	STIEB	245173001	8538.2922	0.1960	\$ 10,102.83	RS-2	70	1	\$ 1,980.28	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,246.02

Property No.	Property Address	Owner/First Name(s)	Owner/Last Name	APN	Lot Area (SF)	Lot Area (AC)	Acreage Fee/Acre	Zoning	Lot Front Footage	Units per Lot	Acreage Fee	Sewer Lateral Cost	Plumbing Permit	Construction Management Cost	Total Connection Fees
1	2	3			5	6	7	8	9	10	11 = (6) x (7)	12		14	(11) + (12) + (14)
110	500 N BELMONT ST	ANNA	SEVERINO	245182016	8436.3681	0.1937	\$ 10,102.83	RS-2	70	1	\$ 1,956.64	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,222.38
111	507 N BELMONT ST	ELIZABETH DIANNE	REAL	245183010	8503.1899	0.1952	\$ 10,102.83	RS-2	95	1	\$ 1,972.14	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,237.88
112	512 N BELMONT ST	JUAN A	INIGUEZ	245182015	8189.3551	0.1880	\$ 10,102.83	RS-2	70	1	\$ 1,899.35	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,165.09
113	519 N BELMONT ST	LILLIAN IRENE	PHILLIPS	245183009	8503.3944	0.1952	\$ 10,102.83	RS-2	95	1	\$ 1,972.18	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,237.92
114	520 N BELMONT ST	PEDRO S	GARCIA	245182014	8168.2018	0.1875	\$ 10,102.83	RS-2	68	1	\$ 1,894.44	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,160.18
115	524 N BELMONT ST	RICHARD H	SANCHEZ	245182013	9549.5408	0.2192	\$ 10,102.83	RS-2	68	1	\$ 2,214.82	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,480.56
116	544 N BELMONT ST	SALUD J TAPIA AND	MARIA I ESPINOZA	245182012	9590.5461	0.2202	\$ 10,102.83	RS-2	77	1	\$ 2,224.33	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,490.07
117	549 N BELMONT ST	CHARLES K & MARTHA JEAN	GRAYSON	245182007	8562.3428	0.1966	\$ 10,102.83	RS-2	43	1	\$ 1,985.86	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,251.60
118	550 N BELMONT ST	OBIE S & HAZEL J	NEWSOM	245182011	12151.8317	0.2790	\$ 10,102.83	RS-2	44	1	\$ 2,818.36	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 4,084.10
119	553 N BELMONT ST	HAREL W & GAIL A	PHILLIPS	245182008	15444.0998	0.3545	\$ 10,102.83	RS-2	47	1	\$ 3,581.94	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 4,847.68
120	554 N BELMONT ST	MELINDA J	MORRISS	245182010	14165.7182	0.3252	\$ 10,102.83	RS-2	47	1	\$ 3,285.44	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 4,551.18
121	820 N BELMONT ST	RICKIE D & CAROLYN	MATHENIA	245060015	9138.5314	0.2098	\$ 10,102.83	RS-2	65	1	\$ 2,119.49	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,447.93
122	831 N BELMONT ST	RANDAL A & EVONNE	GIBSON	245060019	9143.5946	0.2099	\$ 10,102.83	RS-2	65	1	\$ 2,120.67	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,449.11
123	832 N BELMONT ST	SCOTT R	BEUTLER	245060014	9144.2969	0.2099	\$ 10,102.83	RS-2	65	1	\$ 2,120.83	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,449.27
124	849 N BELMONT ST	FRANCISCO	TORRES	245060003	9082.7981	0.2085	\$ 10,102.83	RS-2	65	1	\$ 2,106.56	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,435.00
125	860 N BELMONT ST	ERNESTO & JESSICA	SALINAS	245060011	9254.9474	0.2125	\$ 10,102.83	RS-2	65	1	\$ 2,146.49	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,474.93
126	861 N BELMONT ST	WILMA L	HICKS	245060004	9313.3817	0.2138	\$ 10,102.83	RS-2	65	1	\$ 2,160.04	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,488.48
127	873 N BELMONT ST	MARIA	SUDANO	245060005	9068.3209	0.2082	\$ 10,102.83	RS-2	65	1	\$ 2,103.21	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,431.65
128	875 N BELMONT ST	JOHNNY JR & DEBBIE	RIVERA	245060006	9211.5573	0.2115	\$ 10,102.83	RS-2	65	1	\$ 2,136.43	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,464.87
129	880 N BELMONT ST	BARBARA G	DARIANO	245060009	9149.5006	0.2100	\$ 10,102.83	RS-2	65	1	\$ 2,122.04	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,450.48
130	920 N BELMONT ST	VINCENT W & JULIA L	BLAKELY	245050016	9336.3184	0.2143	\$ 10,102.83	RS-2	65	1	\$ 2,165.36	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,493.80
131	931 N BELMONT ST	JAMES W & JUANITA K	CONLEY	245050020	9137.4491	0.2098	\$ 10,102.83	RS-2	65	1	\$ 2,119.24	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,447.68
132	932 N BELMONT ST	RAMIRO	MONZON	245050015	9106.5983	0.2091	\$ 10,102.83	RS-2	65	1	\$ 2,112.08	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,440.52
133	940 N BELMONT ST	DARREN J & AMY L	RUE	245050014	9215.2536	0.2116	\$ 10,102.83	RS-2	65	1	\$ 2,137.29	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,465.73
134	943 N BELMONT ST	KENT H & MELISSA M	DUYSEN	245050021	9202.5156	0.2113	\$ 10,102.83	RS-2	65	1	\$ 2,134.33	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,462.77
135	951 N BELMONT ST	CARLOS & RAQUEL	MARTINEZ	245050003	9249.0865	0.2123	\$ 10,102.83	RS-2	65	1	\$ 2,145.13	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,473.57
136	954 N BELMONT ST	JOSE LUIS	DORADO	245050013	9222.7632	0.2117	\$ 10,102.83	RS-2	65	1	\$ 2,139.03	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,467.47
137	960 N BELMONT ST	PABLO & GUADALUPE	ARREOLA	245050012	9049.0524	0.2077	\$ 10,102.83	RS-2	65	1	\$ 2,098.74	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,427.18
138	963 N BELMONT ST	MARGARET	BROWN	245050004	9056.8903	0.2079	\$ 10,102.83	RS-2	65	1	\$ 2,100.56	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,429.00
139	971 N BELMONT ST	DEBBIE	WAGNER	245050005	9147.1033	0.2100	\$ 10,102.83	RS-2	65	1	\$ 2,121.48	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,449.92
140	972 N BELMONT ST	RICARDO RODRIGUEZ	IBARRA	245050011	9185.6989	0.2109	\$ 10,102.83	RS-2	65	1	\$ 2,130.43	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,458.87
141	980 N BELMONT ST	BETTY J	OBERMILLER	245050010	9044.2938	0.2076	\$ 10,102.83	RS-2	65	1	\$ 2,097.63	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,426.07
142	983 N BELMONT ST	TIMOTEO	CORTEZ	245050006	9096.1459	0.2088	\$ 10,102.83	RS-2	65	1	\$ 2,109.66	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,438.10
143	988 N BELMONT ST	BALDOMERO & ESTHER	PEREZ	245050009	10062.6179	0.2310	\$ 10,102.83	RS-2	55	1	\$ 2,333.81	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,662.25
144	1890 W CLEVELAND AVE	LUCILA	MIRANDA	245142008	9135.8889	0.2097	\$ 10,102.83	RS-2	64	1	\$ 2,118.88	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,265.82
145	1891 W CLEVELAND AVE	ARTURO & GUADALUPE	PEDRAZA	245143031	8850.8326	0.2032	\$ 10,102.83	RS-2	64	1	\$ 2,052.77	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,199.71
146	1901 W CLEVELAND AVE	ANTONIO C & LUCILA	MIRANDA	245143025	8762.4814	0.2012	\$ 10,102.83	RS-2	64	1	\$ 2,032.27	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,179.21
147	1902 W CLEVELAND AVE	NOVROZ ALI & MARGARITA	RAHIM	245142009	9010.6128	0.2069	\$ 10,102.83	RS-2	64	1	\$ 2,089.82	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,236.76
148	1911 W CLEVELAND AVE	RAUL G & STELLA F	SERNA	245143024	9072.7857	0.2083	\$ 10,102.83	RS-2	64	1	\$ 2,104.24	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,251.18
149	1912 W CLEVELAND AVE	GARLAND WAYNE & ANNA JANE	SHELTON	245142010	8820.6787	0.2025	\$ 10,102.83	RS-2	64	1	\$ 2,045.77	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,192.71
150	1919 W CLEVELAND AVE	GARLAND W & A JANE	SHELTON	245143023	8884.016	0.2039	\$ 10,102.83	RS-2	64	1	\$ 2,060.46	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,207.40
151	1920 W CLEVELAND AVE	DEBRA L	ECOBIZA	245142011	8890.8934	0.2041	\$ 10,102.83	RS-2	64	1	\$ 2,062.06	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,209.00
152	1931 W CLEVELAND AVE	JERRY L JR & REBECCA A	CLARK	245143022	8831.4414	0.2027	\$ 10,102.83	RS-2	64	1	\$ 2,048.27	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,195.21
153	1932 W CLEVELAND AVE	MARY	QUIJAS	245142012	8985.4251	0.2063	\$ 10,102.83	RS-2	64	1	\$ 2,083.98	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,230.92
154	2016 W CLEVELAND AVE	ARTURO & MARIA E	CASTILLO	245209007	7983.2589	0.1833	\$ 10,102.83	RS-2	100	1	\$ 1,851.55	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,438.49
155	2017 W CLEVELAND AVE	BILL B & RHONDA J	LONG	245205012	8112.5286	0.1862	\$ 10,102.83	RS-2	100	1	\$ 1,881.53	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,468.47
156	2036 W CLEVELAND AVE	GENE D & VELMA MAXINE	STONE	245209006	8307.0527	0.1907	\$ 10,102.83	RS-2	100	1	\$ 1,926.65	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,183.59
157	2064 W CLEVELAND AVE	RANDY J & TAMEIA J	ELMORE	245204007	8132.1561	0.1867	\$ 10,102.83	RS-2	100	1	\$ 1,886.08	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,143.02
158	2065 W CLEVELAND AVE	N V JR	WARREN	245205006	8300.6293	0.1906	\$ 10,102.83	RS-2	100	1	\$ 1,925.16	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,182.10
159	2081 W CLEVELAND AVE	ROBERT M & CHRISTINA L	EVANS	245205001	8302.3575	0.1906	\$ 10,102.83	RS-2	100	1	\$ 1,925.56	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,182.50
160	2082 W CLEVELAND AVE	MIGUEL & XINIA	ACUNA	245204006	8153.741	0.1872	\$ 10,102.83	RS-2	100	1	\$ 1,891.09	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,148.03
161	2100 W CLEVELAND AVE	ROBERT M	BURCHELL	245203006	8250.3924	0.1894	\$ 10,102.83	RS-2	100	1	\$ 1,913.51	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,170.45
162	2101 W CLEVELAND AVE	THANIEL & ELVA J	CANTRELL	245206001	8417.0208	0.1932	\$ 10,102.83	RS-2	100	1	\$ 1,952.15	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,209.09
163	2121 W CLEVELAND AVE	CHRISTINA	RAMOS	245206006	8532.0494	0.1959	\$ 10,102.83	RS-2	100	1	\$ 1,978.83	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,235.77
164	2122 W CLEVELAND AVE	BILL B & RHONDA J	LONG	245203007	8348.7288	0.1917	\$ 10,102.83	RS-2	100	1	\$ 1,936.31	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,193.25
165	2155 W CLEVELAND AVE	CLARENCE W & FAYE	LEINWEBER	245207001	8559.6651	0.1965	\$ 10,102.83	RS-2	100	1	\$ 1,985.24	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,242.18
166	2156 W CLEVELAND AVE	RUEBEN LINDEL & RUTH ELLE	TOMLINSON	245202006	8463.1949	0.1943	\$ 10,102.83	RS-2	100	1	\$ 1,962.86	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,219.80
167	2170 W CLEVELAND AVE	CHARLES DAVID	MITCHELL	245202007	8265.13	0.1897	\$ 10,102.83	RS-2	100	1	\$ 1,916.92	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,173.86
168	2173 W CLEVELAND AVE	CHRISTOPHER JESSE B	CALANTOC	245207006	8341.5474	0.1915	\$ 10,102.83	RS-2	100	1	\$ 1,934.65	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,191.59
169	2188 W CLEVELAND AVE	APRIL C	MENCHACA	245201006	8401.2217	0.1929	\$ 10,102.83	RS-2	100	1	\$ 1,948.49	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,205.43

Property No.	Property Address	Owner/First Name(s)	Owner/Last Name	APN	Lot Area (SF)	Lot Area (AC)	Acreege Fee/Acre	Zoning	Lot Front Footage	Units per Lot	Acreege Fee	Sewer Lateral Cost	Plumbing Permit	Construction Management Cost	Total Connection Fees
1	2	3			5	6	7	8	9	10	11 = (6) x (7)	12		14	(11) + (12) + (14)
170	2191 W CLEVELAND AVE	SAMMY E	SEAMAN III	245208001	8564.0275	0.1966	\$ 10,102.83	RS-2	100	1	\$ 1,986.25	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,243.19
171	1891 W HARRISON AVE	VICTOR & JOSEFINA	RAMOS	245133012	8964.4881	0.2058	\$ 10,102.83	RS-2	65	1	\$ 2,079.13	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,171.07
172	1892 W HARRISON AVE	HECTOR J & ALMA	ESCOBEDO	245132007	8816.6571	0.2024	\$ 10,102.83	RS-2	72	1	\$ 2,044.84	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,136.78
173	1900 W HARRISON AVE	ALVARO G & MARIA J	ALVAREZ	245132015	8847.3411	0.2031	\$ 10,102.83	RS-2	64	1	\$ 2,051.96	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,143.90
174	1901 W HARRISON AVE	ANDREW & ELEANOR L	SANCHEZ	245133011	9320.731	0.2140	\$ 10,102.83	RS-2	64	1	\$ 2,161.75	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,253.69
175	1913 W HARRISON AVE	MIGUEL L	GARCIA	245133010	9175.2731	0.2106	\$ 10,102.83	RS-2	64	1	\$ 2,128.01	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,219.95
176	1914 W HARRISON AVE	NOE G & EMMA N	FLORES	245132009	8947.9206	0.2054	\$ 10,102.83	RS-2	64	1	\$ 2,075.28	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,167.22
177	1921 W HARRISON AVE	BELIA	ESCOBEDO	245133009	8751.9404	0.2009	\$ 10,102.83	RS-2	64	1	\$ 2,029.83	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,121.77
178	1922 W HARRISON AVE	CHARLES S	COMBS	245132010	8710.7236	0.2000	\$ 10,102.83	RS-2	64	1	\$ 2,020.27	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,112.21
179	1930 W HARRISON AVE	AURELIA	PONCE	245132011	9199.333	0.2112	\$ 10,102.83	RS-2	64	1	\$ 2,133.59	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,225.53
180	1931 W HARRISON AVE	TOMAS	SANCHEZ	245133008	9296.2747	0.2134	\$ 10,102.83	RS-2	64	1	\$ 2,156.08	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,248.02
181	2022 W HARRISON AVE	MARTIN	OCHOA	245192018	7812.4745	0.1793	\$ 10,102.83	RS-2	74	1	\$ 1,811.94	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,903.88
182	2033 W HARRISON AVE	ISIDORO & GLORIA L	URIBE	245196001	7880.2849	0.1809	\$ 10,102.83	RS-2	98	1	\$ 1,827.67	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,084.61
183	2034 W HARRISON AVE	DAWRENCE W & JOYCE D	RICE	245192019	7890.6923	0.1811	\$ 10,102.83	RS-2	74	1	\$ 1,830.08	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,922.02
184	2046 W HARRISON AVE	MARY C	BYRD	245192020	7814.0264	0.1794	\$ 10,102.83	RS-2	74	1	\$ 1,812.30	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,904.24
185	2058 W HARRISON AVE	MARTIN L	SZOKE	245192021	8149.7245	0.1871	\$ 10,102.83	RS-2	74	1	\$ 1,890.16	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,982.10
186	2063 W HARRISON AVE	JOSH & LEAH	COLE	245193010	7911.8995	0.1816	\$ 10,102.83	RS-2	98	1	\$ 1,835.00	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,091.94
187	2070 W HARRISON AVE	MELVIN & SHIRLEY	WHITLOCK	245192022	7952.7633	0.1826	\$ 10,102.83	RS-2	74	1	\$ 1,844.48	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,936.42
188	2075 W HARRISON AVE	KAREN D	PRATHER	245193001	7848.2989	0.1802	\$ 10,102.83	RS-2	98	1	\$ 1,820.25	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,077.19
189	2080 W HARRISON AVE	DAVID & AMANDA	LUJAN	245192006	7940.8985	0.1823	\$ 10,102.83	RS-2	74	1	\$ 1,841.73	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,933.67
190	2088 W HARRISON AVE	LAURIE	RAMIREZ	245192007	7837.856	0.1799	\$ 10,102.83	RS-2	74	1	\$ 1,817.83	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,909.77
191	2100 W HARRISON AVE	ALICE J	BLACKWELL	245192008	7934.1913	0.1821	\$ 10,102.83	RS-2	74	1	\$ 1,840.17	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,932.11
192	2105 W HARRISON AVE	WELDON & DEBRA A	JONES	245194001	8123.2125	0.1865	\$ 10,102.83	RS-2	98	1	\$ 1,884.01	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,140.95
193	2112 W HARRISON AVE	JOHN J	PEREZ	245192009	7919.0043	0.1818	\$ 10,102.83	RS-2	74	1	\$ 1,836.65	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,928.59
194	2125 W HARRISON AVE	BERNICE E	COONS	245194010	8253.3	0.1895	\$ 10,102.83	RS-2	98	1	\$ 1,914.18	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,171.12
195	2155 W HARRISON AVE	ROCKY D	TOMPKINS	245195001	8323.6823	0.1911	\$ 10,102.83	RS-2	98	1	\$ 1,930.50	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,187.44
196	2160 W HARRISON AVE	ESTANISLAO A	ADONA JR	245191007	8733.0482	0.2005	\$ 10,102.83	RS-2	81	1	\$ 2,025.45	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,117.39
197	2172 W HARRISON AVE	BENJAMIN D & BRIGITTE L	MARTINS	245191008	8669.564	0.1990	\$ 10,102.83	RS-2	85	1	\$ 2,010.72	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,102.66
198	2184 W HARRISON AVE	ROBERT KEITH & BARBARA ANN	BARDWELL	245191009	10633.4823	0.2441	\$ 10,102.83	RS-2	50	1	\$ 2,466.21	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,558.15
199	1838 W MULBERRY AVE	JACK & LOIS M	STRANGE	245050007	10076.708	0.2313	\$ 10,102.83	RS-2	121	1	\$ 2,337.08	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,665.52
200	1810 W HENDERSON AVE	FRED & ALLISON M	LANDUCCI	245060016	10287.2921	0.2362	\$ 10,102.83	RS-2	121	1	\$ 2,385.92	\$ 1,171.50	\$ 80.00	\$ 156.94	\$ 3,714.36
201	208 N LOMBARDI ST	LETICIA	RODRIGUEZ	245207004	8055.1696	0.1849	\$ 10,102.83	RS-2	68	1	\$ 1,868.23	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,125.17
202	215 N LOMBARDI ST	JUAN E S & IRMA	LUNA	245208002	7423.1099	0.1704	\$ 10,102.83	RS-2	68	1	\$ 1,721.63	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 2,978.57
203	216 N LOMBARDI ST	ADOLPH O & BARBARA L	BORUNDA	245207005	7369.2217	0.1692	\$ 10,102.83	RS-2	68	1	\$ 1,709.14	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 2,966.08
204	261 N LOMBARDI ST	JOHN M & RHODA J	OTIS	245201005	8188.8918	0.1880	\$ 10,102.83	RS-2	64	1	\$ 1,899.24	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,156.18
205	262 N LOMBARDI ST	ANTONIO & YOLANDA H	MENDOZA	245202008	8052.2684	0.1849	\$ 10,102.83	RS-2	64	1	\$ 1,867.56	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,124.50
206	269 N LOMBARDI ST	LINDA	LYONS	245201004	8067.0697	0.1852	\$ 10,102.83	RS-2	68	1	\$ 1,870.99	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,127.93
207	270 N LOMBARDI ST	LASERO JR	SANCHEZ	245202009	7932.7611	0.1821	\$ 10,102.83	RS-2	68	1	\$ 1,839.84	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,096.78
208	278 N LOMBARDI ST	HOLLIS E & DORIS I	DONALDSON	245202010	7967.7359	0.1829	\$ 10,102.83	RS-2	68	1	\$ 1,847.95	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,104.89
209	279 N LOMBARDI ST	VICTOR MANUEL	ESCOBEDO	245201003	8065.6732	0.1852	\$ 10,102.83	RS-2	68	1	\$ 1,870.66	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,127.60
210	287 N LOMBARDI ST	BARBARA	ROBINS	245201002	8013.8295	0.1840	\$ 10,102.83	RS-2	68	1	\$ 1,858.64	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,115.58
211	288 N LOMBARDI ST	JAMES D & SHERRIE J	HUGHES	245202011	7984.2633	0.1833	\$ 10,102.83	RS-2	68	1	\$ 1,851.78	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,108.72
212	295 N LOMBARDI ST	ENRIQUE	CARDENAS	245201001	7861.021	0.1805	\$ 10,102.83	RS-2	68	1	\$ 1,823.20	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,080.14
213	296 N LOMBARDI ST	MIGUEL A & RAQUEL	OROZCO-LOPEZ	245202012	7674.7588	0.1762	\$ 10,102.83	RS-2	68	1	\$ 1,780.00	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,036.94
214	307 N LOMBARDI ST	MICHAEL & BERTHA A	BERRONES	245191015	7755.1087	0.1780	\$ 10,102.83	RS-2	68	1	\$ 1,798.64	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,055.58
215	308 N LOMBARDI ST	CAROL J	BYKER	245195006	7831.7998	0.1798	\$ 10,102.83	RS-2	68	1	\$ 1,816.42	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,073.36
216	319 N LOMBARDI ST	MARTHA	HUNTER-HICKS	245191014	7834.1819	0.1798	\$ 10,102.83	RS-2	68	1	\$ 1,816.97	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,073.91
217	320 N LOMBARDI ST	JOHN T & HELEN E	WATKINS	245195007	7790.5633	0.1788	\$ 10,102.83	RS-2	68	1	\$ 1,806.86	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,063.80
218	331 N LOMBARDI ST	RAUL	LOZA	245191013	7804.8533	0.1792	\$ 10,102.83	RS-2	68	1	\$ 1,810.17	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,067.11
219	332 N LOMBARDI ST	JAIME R & LINDA	RODRIGUEZ	245195008	7772.1893	0.1784	\$ 10,102.83	RS-2	68	1	\$ 1,802.60	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,059.54
220	339 N LOMBARDI ST	JOE F & PATRICIA A	WORDEN	245191012	7832.315	0.1798	\$ 10,102.83	RS-2	68	1	\$ 1,816.54	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,073.48
221	340 N LOMBARDI ST	ISIDRO CHAVEZ	ESPINOZA	245195009	7838.1961	0.1799	\$ 10,102.83	RS-2	68	1	\$ 1,817.91	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,074.85
222	353 N LOMBARDI ST	CAROLYN R	WHEAT	245191011	8542.2922	0.1961	\$ 10,102.83	RS-2	77	1	\$ 1,981.21	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,238.15
223	354 N LOMBARDI ST	CARLOS & EDELMIRA	OROZCO	245195010	8283.6666	0.1902	\$ 10,102.83	RS-2	98	1	\$ 1,921.22	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,178.16
224	365 N LOMBARDI ST	BOBBY E & LINDA L	FLOYD	245191010	11109.8422	0.2550	\$ 10,102.83	RS-2	52	1	\$ 2,576.70	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,833.64
225	211 N MATHEW ST	GREGORY C	MALONE	245205010	7544.8693	0.1732	\$ 10,102.83	RS-2	68	1	\$ 1,749.87	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,336.81
226	216 N MATHEW ST	EVERLY L	KENNEDY	245141010	9732.1713	0.2234	\$ 10,102.83	RS-2	51	1	\$ 2,257.17	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,844.11
227	219 N MATHEW ST	ROMAN & EULALIA	ESQUIVEL	245205011	7572.5103	0.1738	\$ 10,102.83	RS-2	68	1	\$ 1,756.29	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,343.23
228	230 N MATHEW ST	EVERLY L	KENNEDY	245141009	9744.1639	0.2237	\$ 10,102.83	RS-2	70	1	\$ 2,259.95	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,846.89
229	246 N MATHEW ST	BRYCE E	STRINGHAM	245141008	9700.0155	0.2227	\$ 10,102.83	RS-2	70	1	\$ 2,249.72	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,836.66

Property No.	Property Address	Owner/First Name(s)	Owner/Last Name	APN	Lot Area (SF)	Lot Area (AC)	Acreage Fee/Acre	Zoning	Lot Front Footage	Units per Lot	Acreage Fee	Sewer Lateral Cost	Plumbing Permit	Construction Management Cost	Total Connection Fees
1	2	3			5	6	7	8	9	10	11=(6) x (7)	12		14	(11)+(12)+(14)
230	252 N MATHEW ST	BRYCE E	STRINGHAM	245141007	9736.7533	0.2235	\$ 10,102.83	RS-2	70	1	\$ 2,258.24	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,845.18
231	259 N MATHEW ST	ROBERTO & MARIA M	DEL HOYO	245209008	8119.4637	0.1864	\$ 10,102.83	RS-2	69	1	\$ 1,883.14	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,470.08
232	260 N MATHEW ST	BRYCE E	STRINGHAM	245141006	9834.4915	0.2258	\$ 10,102.83	RS-2	70	1	\$ 2,280.90	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,867.84
233	267 N MATHEW ST	LINDA F	MORALES	245209009	7912.3492	0.1816	\$ 10,102.83	RS-2	68	1	\$ 1,835.10	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,422.04
234	268 N MATHEW ST	SIEGFRIED E & MARGARETE	BACHMAN	245141005	9586.8909	0.2201	\$ 10,102.83	RS-2	70	1	\$ 2,223.48	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,810.42
235	275 N MATHEW ST	TIMOTEO & MARIA	VARGAS	245209010	7955.6337	0.1826	\$ 10,102.83	RS-2	68	1	\$ 1,845.14	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,432.08
236	276 N MATHEW ST	LYNDA LOU	THOMPSON	245141004	9802.9921	0.2250	\$ 10,102.83	RS-2	70	1	\$ 2,273.60	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,860.54
237	287 N MATHEW ST	ANTONIO	MENDEZ	245209011	8027.8855	0.1843	\$ 10,102.83	RS-2	68	1	\$ 1,861.90	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,448.84
238	290 N MATHEW ST	LORENZO & MARIA E	VELARDE	245141003	9502.0763	0.2181	\$ 10,102.83	RS-2	70	1	\$ 2,203.81	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,790.75
239	295 N MATHEW ST	JUAN & AMPARO	TAPIA	245209012	7728.3105	0.1774	\$ 10,102.83	RS-2	68	1	\$ 1,792.42	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,379.36
240	298 N MATHEW ST	ABEL & ROSA	GARCIA	245141002	9658.9704	0.2217	\$ 10,102.83	RS-2	70	1	\$ 2,240.20	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,827.14
241	311 N MATHEW ST	MARTIN JR & MARIA BERNABE	LOPEZ	245196006	7700.1488	0.1768	\$ 10,102.83	RS-2	68	1	\$ 1,785.89	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,372.83
242	314 N MATHEW ST	ALEJANDRO M	LARA	245131009	9310.0668	0.2137	\$ 10,102.83	RS-2	70	1	\$ 2,159.28	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,746.22
243	321 N MATHEW ST	FELIPE M	SANTOS	245196007	7694.9398	0.1767	\$ 10,102.83	RS-2	68	1	\$ 1,784.68	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,371.62
244	324 N MATHEW ST	MAURILIO F & ELENA F	BANUELOS	245131008	9789.9421	0.2247	\$ 10,102.83	RS-2	70	1	\$ 2,270.57	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,857.51
245	335 N MATHEW ST	CHHEAN	PHEAP	245196008	7762.3655	0.1782	\$ 10,102.83	RS-2	68	1	\$ 1,800.32	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,387.26
246	338 N MATHEW ST	SHANNON & CHRISTINE	ALTO	245131007	9510.1749	0.2183	\$ 10,102.83	RS-2	70	1	\$ 2,205.69	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,792.63
247	343 N MATHEW ST	GREGARIO	ALVALOS	245196009	7725.6808	0.1774	\$ 10,102.83	RS-2	68	1	\$ 1,791.81	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,378.75
248	353 N MATHEW ST	VALARIE	ZUNIGA	245196010	7745.2745	0.1778	\$ 10,102.83	RS-2	50	1	\$ 1,796.35	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,888.29
249	364 N MATHEW ST	CORETTA	WALKER	245131005	8937.909	0.2052	\$ 10,102.83	RS-2	70	1	\$ 2,072.96	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,659.90
250	375 N MATHEW ST	OLGA	REYNOSO	245192017	7598.6012	0.1744	\$ 10,102.83	RS-2	90	1	\$ 1,762.34	\$ 935.00	\$ 80.00	\$ 156.94	\$ 2,854.28
251	395 N MATHEW ST	NOLAN L JR & JANICE	HARRIS	245192016	7166.6529	0.1645	\$ 10,102.83	RS-2	90	1	\$ 1,662.16	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,239.10
252	428 N MATHEW ST	ISMAEL & ANA L	RUBALCAVA	245171001	8063.093	0.1851	\$ 10,102.83	RS-2	70	1	\$ 1,870.07	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,457.01
253	444 N MATHEW ST	HAL A & BONNIE J	GUNNING	245171002	8415.4323	0.1932	\$ 10,102.83	RS-2	68	1	\$ 1,951.78	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,538.72
254	452 N MATHEW ST	CARRIE & SCOTT	JONES	245171003	8430.6913	0.1935	\$ 10,102.83	RS-2	68	1	\$ 1,955.32	\$ 1,430.00	\$ 80.00	\$ 156.94	\$ 3,542.26
255	466 N MATHEW ST	CHARLES D	GANEY	245171004	7888.7431	0.1811	\$ 10,102.83	RS-2	68	1	\$ 1,829.63	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,856.57
256	478 N MATHEW ST	PABLO	PRIETO	245171005	8318.1064	0.1910	\$ 10,102.83	RS-2	68	1	\$ 1,929.21	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,956.15
257	486 N MATHEW ST	STACEY R	MARTIN	245171006	8183.9419	0.1879	\$ 10,102.83	RS-2	68	1	\$ 1,898.09	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,925.03
258	500 N MATHEW ST	LISA K	MARTIN	245171007	8235.2334	0.1891	\$ 10,102.83	RS-2	68	1	\$ 1,909.99	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,936.93
259	508 N MATHEW ST	RUBEN VERDUZCO	OCHOA SR	245184001	7999.4399	0.1836	\$ 10,102.83	RS-2	68	1	\$ 1,855.30	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,882.24
260	516 N MATHEW ST	MANUEL	GARCIA	245184002	7775.566	0.1785	\$ 10,102.83	RS-2	68	1	\$ 1,803.38	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,830.32
261	560 N MATHEW ST	ANGELA	ANAYA	245182024	8080.2125	0.1855	\$ 10,102.83	RS-2	72	1	\$ 1,874.04	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,900.98
262	570 N MATHEW ST	ALEJANDRO G	PRADO	245182023	8503.0831	0.1952	\$ 10,102.83	RS-2	72	1	\$ 1,972.11	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,999.05
263	582 N MATHEW ST	CHEE	XIONG	245182022	8457.284	0.1942	\$ 10,102.83	RS-2	72	1	\$ 1,961.49	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,988.43
264	596 N MATHEW ST	HERBERT L & CARLA M	THORNBURG	245182020	8093.1601	0.1858	\$ 10,102.83	RS-2	72	1	\$ 1,877.04	\$ 1,870.00	\$ 80.00	\$ 156.94	\$ 3,903.98
265	1896 W MORTON AVE	STEVEN J & DIANE M	GRAYBEHL	245171027	8143.4892	0.1869	\$ 10,102.83	RS-2	72	1	\$ 1,888.71	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,465.65
266	1918 W MORTON AVE	FRANCISCO & RAQUEL	TORRES	245171029	8411.6917	0.1931	\$ 10,102.83	RS-2	72	1	\$ 1,950.92	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,527.86
267	1919 W MORTON AVE	ARMANDO	HERNANDEZ	245132004	8945.7168	0.2054	\$ 10,102.83	RS-2	64	1	\$ 2,074.77	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,651.71
268	1931 W MORTON AVE	CHIAPA	SOPHIA	245132003	8752.0065	0.2009	\$ 10,102.83	RS-2	64	1	\$ 2,029.84	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,606.78
269	1932 W MORTON AVE	KENT H & CAROLYN K	MABON	245171030	8567.7049	0.1967	\$ 10,102.83	RS-2	72	1	\$ 1,987.10	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,564.04
270	1939 W MORTON AVE	EDDIE & KATHIE	EMERSON	245132002	9239.9829	0.2121	\$ 10,102.83	RS-2	64	1	\$ 2,143.02	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,719.96
271	1942 W MORTON AVE	JOSE CORTEZ	TORRES	245171031	8680.3562	0.1993	\$ 10,102.83	RS-2	72	1	\$ 2,013.23	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,590.17
272	1952 W MORTON AVE	JUANA BERMUDEZ	ZAVALA	245171032	8643.3361	0.1984	\$ 10,102.83	RS-2	72	1	\$ 2,004.64	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,581.58
273	1958 W MORTON AVE	CHARLES & NANJI	FRASHER	245171033	8604.5473	0.1975	\$ 10,102.83	RS-2	72	1	\$ 1,995.64	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,572.58
274	1966 W MORTON AVE	OLA VIRGINIA	EMERSON	245171034	8724.9621	0.2003	\$ 10,102.83	RS-2	72	1	\$ 2,023.57	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,600.51
275	1980 W MORTON AVE	HQ INVESTMENTS GP		245171035	8626.0303	0.1980	\$ 10,102.83	RS-2	72	1	\$ 2,000.63	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,577.57
276	2045 W MORTON AVE	JOSE LUIS & ANNA MARIA	IBARRA	245192013	7454.3061	0.1711	\$ 10,102.83	RS-2	74	1	\$ 1,728.87	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,305.81
277	2057 W MORTON AVE	JERRY & LORNA	STEPHENS	245192012	7872.8112	0.1807	\$ 10,102.83	RS-2	74	1	\$ 1,825.93	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,402.87
278	2069 W MORTON AVE	M OCTAVIO	PEREZ	245192011	7556.3276	0.1735	\$ 10,102.83	RS-2	74	1	\$ 1,752.53	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,329.47
279	2081 W MORTON AVE	JOSE M & NAOMI	SANCHEZ	245192005	7684.2801	0.1764	\$ 10,102.83	RS-2	74	1	\$ 1,782.21	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,359.15
280	2091 W MORTON AVE	ALICE	OROSCO	245192004	7567.7472	0.1737	\$ 10,102.83	RS-2	74	1	\$ 1,755.18	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,332.12
281	2092 W MORTON AVE	CH-PENTECOSTAL CH OF GOD CNTL CA DI		245342060	75036.3888	1.7226	\$ 10,102.83	RS-2	99	1	\$ 17,403.12	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 19,980.06
282	2102 W MORTON AVE	CHARLES R & WANDA J	GRAVES	245342061	39408.9645	0.9047	\$ 10,102.83	RS-2	159	1	\$ 9,140.08	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 11,717.02
283	2111 W MORTON AVE	RUSTY W	BOESCH	245192003	7690.669	0.1766	\$ 10,102.83	RS-2	74	1	\$ 1,783.69	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,360.63
284	2113 W MORTON AVE	MODESTO	GONZALEZ	245192002	7713.9891	0.1771	\$ 10,102.83	RS-2	74	1	\$ 1,789.10	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,366.04
285	2183 W MORTON AVE	LIZETTE M	RAZON	245191003	8849.5678	0.2032	\$ 10,102.83	RS-2	81	1	\$ 2,052.47	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,629.41
286	2191 W MORTON AVE	JAMES K	MAGGARD	245191001	8736.3223	0.2006	\$ 10,102.83	RS-2	81	1	\$ 2,026.21	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 4,603.15
287	2211 W MORTON AVE	FERN	ELLIS	245150019	214190.4592	4.9171	\$ 10,102.83	RS-2	349	1	\$ 49,676.99	6" Stub	\$ 80.00	\$ 156.94	\$ 49,833.93
288	2263 W MORTON AVE	CARL B & CATHY	JORDAN	245150018	46211.7819	1.0609	\$ 10,102.83	RS-2	76	1	\$ 10,717.86	\$ 2,420.00	\$ 80.00	\$ 156.94	\$ 13,294.80
289	1888 W PUTNAM AVE	RAMIRO & MARIA G	TAPIA	245143033	9026.2322	0.2072	\$ 10,102.83	RS-2	64	1	\$ 2,093.45	\$ 1,391.50	\$ 80.00	\$ 156.94	\$ 3,641.89

Property No.	Property Address	Owner/First Name(s)	Owner/Last Name	APN	Lot Area (SF)	Lot Area (AC)	Acreage Fee/Acre	Zoning	Lot Front Footage	Units per Lot	Acreage Fee	Sewer Lateral Cost	Plumbing Permit	Construction Management Cost	Total Connection Fees
1	2	3			5	6	7	8	9	10	11 = (6) x (7)	12		14	(11) + (12) + (14)
290	1900 W PUTNAM AVE	FRANCISCO	HIDALGO	245143026	9102.5828	0.2090	\$ 10,102.83	RS-2	64	1	\$ 2,111.15	\$ 1,391.50	\$ 80.00	\$ 156.94	\$ 3,659.59
291	1910 W PUTNAM AVE	JOHN N & SUSAN B	HILBERT	245143027	9418.4834	0.2162	\$ 10,102.83	RS-2	64	1	\$ 2,184.42	\$ 1,391.50	\$ 80.00	\$ 156.94	\$ 3,732.86
292	1918 W PUTNAM AVE	MANUEL & ESTHER	PEREZ	245143028	9254.8531	0.2125	\$ 10,102.83	RS-2	64	1	\$ 2,146.47	\$ 1,391.50	\$ 80.00	\$ 156.94	\$ 2,303.41
293	1930 W PUTNAM AVE	BEVERLY A	MILLER	245143029	9242.4658	0.2122	\$ 10,102.83	RS-2	64	1	\$ 2,143.60	\$ 1,391.50	\$ 80.00	\$ 156.94	\$ 3,692.04
294	1836 W SCHOOL AVE	JOSHUA L	ELLIS	245173004	9079.8151	0.2084	\$ 10,102.83	RS-2	100	1	\$ 2,105.87	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,371.61
295	1837 W SCHOOL AVE	FLORIBERTO	CHAVEZ	245174001	9873.5369	0.2267	\$ 10,102.83	RS-2	100	1	\$ 2,289.96	\$ 1,108.80	\$ 80.00	\$ 156.94	\$ 3,555.70
296	1871 W SCHOOL AVE	TERRY L & KATHY A	SWINFORD	245171022	8854.2417	0.2033	\$ 10,102.83	RS-2	72	1	\$ 2,053.56	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,244.50
297	1872 W SCHOOL AVE	ABRAHAM	GONZALEZ	245172011	7943.3824	0.1824	\$ 10,102.83	RS-2	72	1	\$ 1,842.30	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,033.24
298	1883 W SCHOOL AVE	CLARA MARIE	O BRIEN	245171021	9028.5123	0.2073	\$ 10,102.83	RS-2	72	1	\$ 2,093.97	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,284.91
299	1884 W SCHOOL AVE	JO ANN ZERMENO	VASQUEZ	245172012	8225.093	0.1888	\$ 10,102.83	RS-2	72	1	\$ 1,907.64	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,098.58
300	1892 W SCHOOL AVE	HAROLD J & SALLY E	BARBARICK	245172013	8008.1092	0.1838	\$ 10,102.83	RS-2	72	1	\$ 1,857.31	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,048.25
301	1895 W SCHOOL AVE	MIKE	DURAN JR	245171020	8735.3618	0.2005	\$ 10,102.83	RS-2	72	1	\$ 2,025.98	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,216.92
302	1909 W SCHOOL AVE	LUELLA E	CHASE	245171019	9276.9531	0.2130	\$ 10,102.83	RS-2	72	1	\$ 2,151.60	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,342.54
303	1910 W SCHOOL AVE	RICHARD & CHRISTINE	BEEBE	245172014	8484.3391	0.1948	\$ 10,102.83	RS-2	72	1	\$ 1,967.76	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,158.70
304	1920 W SCHOOL AVE	JORGE & PATRICIA	MARTINEZ	245172015	8176.7807	0.1877	\$ 10,102.83	RS-2	72	1	\$ 1,896.43	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,087.37
305	1921 W SCHOOL AVE	DEBBIE D	MUSQUIZ	245171018	8874.2007	0.2037	\$ 10,102.83	RS-2	72	1	\$ 2,058.19	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,249.13
306	1931 W SCHOOL AVE	ANNA	GALVAN	245171017	9015.6341	0.2070	\$ 10,102.83	RS-2	72	1	\$ 2,090.99	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,281.93
307	1932 W SCHOOL AVE	MARTIN & TINA	KOUYOUUMTJIAN	245172016	8311.3209	0.1908	\$ 10,102.83	RS-2	72	1	\$ 1,927.64	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,118.58
308	1941 W SCHOOL AVE	ROBERT A & CONNIE A	CAMP	245171016	8971.0141	0.2059	\$ 10,102.83	RS-2	72	1	\$ 2,080.64	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,271.58
309	1944 W SCHOOL AVE	D ELLEN	JORDAN	245172017	8232.4104	0.1890	\$ 10,102.83	RS-2	72	1	\$ 1,909.34	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,100.28
310	1953 W SCHOOL AVE	CAUATHEMOC	DELGADILLO	245171015	8730.8801	0.2004	\$ 10,102.83	RS-2	77	1	\$ 2,024.94	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,215.88
311	1959 W SCHOOL AVE	MAYROSE A	SOLIMAN	245171014	8620.0257	0.1979	\$ 10,102.83	RS-2	47	1	\$ 1,999.23	\$ 1,034.00	\$ 80.00	\$ 156.94	\$ 3,190.17
312	1893 W THURMAN AVE	BACILIO C	ARROYO	245142007	9372.2346	0.2152	\$ 10,102.83	RS-2	64	1	\$ 2,173.69	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,320.63
313	1894 W THURMAN AVE	JUANA	CEBALLOS ZABALA	245133013	8826.7004	0.2026	\$ 10,102.83	RS-2	64	1	\$ 2,047.17	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,194.11
314	1900 W THURMAN AVE	SOILA N	SANCHEZ	245133014	9210.1149	0.2114	\$ 10,102.83	RS-2	64	1	\$ 2,136.09	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,283.03
315	1901 W THURMAN AVE	FELIPE A	MADRIGAL	245142006	9208.9898	0.2114	\$ 10,102.83	RS-2	64	1	\$ 2,135.83	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,282.77
316	1909 W THURMAN AVE	VERONICA	GARFIELD	245142005	8897.5705	0.2043	\$ 10,102.83	RS-2	64	1	\$ 2,063.61	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,210.55
317	1910 W THURMAN AVE	DARREL A & MILAGROS A	JOHNSTONE	245133015	9071.8419	0.2083	\$ 10,102.83	RS-2	64	1	\$ 2,104.02	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,250.96
318	1918 W THURMAN AVE	EDDIE & KATHIE	EMERSON	245133016	8756.2318	0.2010	\$ 10,102.83	RS-2	64	1	\$ 2,030.82	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,177.76
319	1919 W THURMAN AVE	LAURA	AVALOS	245142004	8953.2647	0.2055	\$ 10,102.83	RS-2	64	1	\$ 2,076.52	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,223.46
320	1930 W THURMAN AVE	ALFREDO & ROSA E	GALINDO	245133017	9203.7163	0.2113	\$ 10,102.83	RS-2	64	1	\$ 2,134.61	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,281.55
321	1931 W THURMAN AVE	ROXANN	TURSI	245142003	9021.8032	0.2071	\$ 10,102.83	RS-2	64	1	\$ 2,092.42	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,239.36
322	551 N VERDUGO ST	ABRAHAM RAMIREZ	GARCIA	245182039	10055.2041	0.2308	\$ 10,102.83	RS-2	72	1	\$ 2,332.09	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 3,754.03
323	552 N VERDUGO ST	GEORGE WILLIAM & LINDA E	BRUMLEY	245182004	9708.2693	0.2229	\$ 10,102.83	RS-2	72	1	\$ 2,251.63	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 3,673.57
324	557 N VERDUGO ST	CHERYL N	SINGLETON	245182040	8465.6887	0.1943	\$ 10,102.83	RS-2	56	1	\$ 1,963.44	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 3,385.38
325	560 N VERDUGO ST	PATRICIA L	MC CUE	245182003	7567.3308	0.1737	\$ 10,102.83	RS-2	56	1	\$ 1,755.08	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 3,177.02
326	568 N VERDUGO ST	RAYMUNDO	LOPEZ	245182002	8538.2924	0.1960	\$ 10,102.83	RS-2	45	1	\$ 1,980.28	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 3,402.22
327	569 N VERDUGO ST	ENRIQUETA H	SANCHEZ	245182041	14989.492	0.3441	\$ 10,102.83	RS-2	45	1	\$ 3,476.50	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 4,898.44
328	572 N VERDUGO ST	LINDA S	THOMAS	245182001	8653.7962	0.1987	\$ 10,102.83	RS-2	45	1	\$ 2,007.07	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 3,429.01
329	573 N VERDUGO ST	MARIBEL	HERNANDEZ	245182042	12760.3656	0.2929	\$ 10,102.83	RS-2	45	1	\$ 2,959.50	\$ 1,265.00	\$ 80.00	\$ 156.94	\$ 4,381.44
330	231 N WALCH ST	GREGORIO & MARIA	PEREZ	245141012	9357.9088	0.2148	\$ 10,102.83	RS-2	70	1	\$ 2,170.37	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,427.31
331	238 N WALCH ST	BASILISA	CEBALLOS	245143021	9774.484	0.2244	\$ 10,102.83	RS-2	70	1	\$ 2,266.99	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,413.93
332	245 N WALCH ST	PEDRO & DOLORES	VIEYRA	245141013	9386.9727	0.2155	\$ 10,102.83	RS-2	70	1	\$ 2,177.11	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,434.05
333	251 N WALCH ST	WANDA L	WHITE	245141014	9399.2949	0.2158	\$ 10,102.83	RS-2	70	1	\$ 2,179.97	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,436.91
334	259 N WALCH ST	MANUEL RODRIGUEZ	ALCANTAR	245141015	9527.6464	0.2187	\$ 10,102.83	RS-2	70	1	\$ 2,209.74	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,466.68
335	262 N WALCH ST	WARD D	WHITE	245142013	9876.0195	0.2267	\$ 10,102.83	RS-2	118	1	\$ 2,290.54	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,437.48
336	267 N WALCH ST	RIGOBERTO A & M CARMELA	ROJO	245141016	9292.4873	0.2133	\$ 10,102.83	RS-2	70	1	\$ 2,155.20	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,412.14
337	275 N WALCH ST	JAMES R	ESMAY	245141017	9543.6297	0.2191	\$ 10,102.83	RS-2	70	1	\$ 2,213.45	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,470.39
338	284 N WALCH ST	ALVARO G & MARIA J	ALVAREZ	245142002	9890.9181	0.2271	\$ 10,102.83	RS-2	118	1	\$ 2,293.99	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,440.93
339	287 N WALCH ST	LAWRENCE	CHA	245141018	9296.102	0.2134	\$ 10,102.83	RS-2	70	1	\$ 2,156.04	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,412.98
340	295 N WALCH ST	MARIE J	WEAVER	245141019	9412.0445	0.2161	\$ 10,102.83	RS-2	70	1	\$ 2,182.93	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,439.87
341	311 N WALCH ST	FLORENTINO CASTRO	SANCHEZ	245131010	9035.1782	0.2074	\$ 10,102.83	RS-2	70	1	\$ 2,095.52	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,352.46
342	316 N WALCH ST	DANNY RAY	WOOD	245133018	9636.182	0.2212	\$ 10,102.83	RS-2	118	1	\$ 2,234.91	\$ 990.00	\$ 80.00	\$ 156.94	\$ 3,381.85
343	321 N WALCH ST	AURELIA	HUANACO	245131011	9623.0106	0.2209	\$ 10,102.83	RS-2	70	1	\$ 2,231.86	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,488.80
344	335 N WALCH ST	ANTONIO S & HELEN	VILLAGOMEZ	245131012	9385.8531	0.2155	\$ 10,102.83	RS-2	70	1	\$ 2,176.85	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,433.79
345	DRAINAGE BASIN ON WALCH	COUNTY OF TULARE		245131013	9321.84	0.2140	\$ 10,102.83	RS-2	69	1	\$ 2,162.01	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,418.95
346	340 N WALCH ST	REBECCA	CARRILLO	245133007	9662.2251	0.2218	\$ 10,102.83	RS-2	118	1	\$ 2,240.95	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,332.89
347	343 N WALCH ST	HUMBERTO A	GUIDINO	245131014	8789.7861	0.2018	\$ 10,102.83	RS-2	70	1	\$ 2,038.61	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,295.55
348	362 N WALCH ST	RONALD & GLORIA	ANDERSON	245132012	9686.1893	0.2224	\$ 10,102.83	RS-2	118	1	\$ 2,246.51	\$ 935.00	\$ 80.00	\$ 156.94	\$ 3,338.45
349	437 N WALCH ST	BOBBY J & BARBARA A	PASSMORE	245171013	11582.3898	0.2659	\$ 10,102.83	RS-2	47	1	\$ 2,686.29	\$ 1,100.0			

Property No.	Property Address	Owner/First Name(s)	Owner/Last Name	APN	Lot Area (SF)	Lot Area (AC)	Acreage Fee/Acre	Zoning	Lot Front Footage	Units per Lot	Acreage Fee	Sewer Lateral Cost	Plumbing Permit	Construction Management Cost	Total Connection Fees
1	2	3			5	6	7	8	9	10	11=(6)x(7)	12		14	(11)+(12)+(14)
350	445 N WALCH ST	FLORENCIO & GLORIA	HERNANDEZ	245171012	8366.6453	0.1921	\$ 10,102.83	RS-2	74	1	\$ 1,940.47	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,197.41
351	459 N WALCH ST	NARCISO	GARCIA	245171011	8038.3923	0.1845	\$ 10,102.83	RS-2	68	1	\$ 1,864.34	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,121.28
352	460 N WALCH ST	TERRY A	BERGFALK	245172018	7952.2208	0.1826	\$ 10,102.83	RS-2	95	1	\$ 1,844.35	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,101.29
353	467 N WALCH ST	ENRIQUETA	FERNANDEZ	245171010	8464.9207	0.1943	\$ 10,102.83	RS-2	68	1	\$ 1,963.26	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,220.20
354	472 N WALCH ST	CARLOS M & FRANCIS	SANCHEZ	245172001	8126.6365	0.1866	\$ 10,102.83	RS-2	95	1	\$ 1,884.80	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,141.74
355	479 N WALCH ST	PETE L & BARBARA	RODRIGUEZ	245171009	8402.5128	0.1929	\$ 10,102.83	RS-2	68	1	\$ 1,948.79	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,205.73
* 356	487 N WALCH ST	THOMAS	LOPEZ	245171008	8361.1829	0.1919	\$ 10,102.83	RS-2	68	1	\$ 1,939.20	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 196.14
357	503 N WALCH ST	JAIME	LOMELI	245184006	8253.3334	0.1895	\$ 10,102.83	RS-2	68	1	\$ 1,914.19	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,171.13
358	504 N WALCH ST	RAY & CHRISTINE	ALFARO	245183018	7928.2851	0.1820	\$ 10,102.83	RS-2	95	1	\$ 1,838.80	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,095.74
359	513 N WALCH ST	MIGUEL CEBALLOS	LEMUS	245184005	8145.1443	0.1870	\$ 10,102.83	RS-2	68	1	\$ 1,889.10	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,146.04
360	518 N WALCH ST	JOHN A & DEBORAH LEE	LOPEZ	245183001	7907.1661	0.1815	\$ 10,102.83	RS-2	95	1	\$ 1,833.90	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,090.84
361	552 N WALCH ST	RONALD L & JOYLYNN	NIX	245182036	9737.4809	0.2235	\$ 10,102.83	RS-2	72	1	\$ 2,258.40	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,515.34
362	553 N WALCH ST	PEGGY I	BRACKETT	245182027	8735.7672	0.2005	\$ 10,102.83	RS-2	72	1	\$ 2,026.08	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,283.02
363	563 N WALCH ST	MARIA	CEBALLOS	245182028	9161.7704	0.2103	\$ 10,102.83	RS-2	72	1	\$ 2,124.88	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,381.82
364	564 N WALCH ST	ROBERTO	YBARRA	245182035	9803.4657	0.2251	\$ 10,102.83	RS-2	72	1	\$ 2,273.71	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,530.65
365	573 N WALCH ST	ANDREW J	GARCIA	245182029	8383.7488	0.1925	\$ 10,102.83	RS-2	56	1	\$ 1,944.44	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,201.38
366	574 N WALCH ST	LETICIA C	BEDOLLA	245182034	8777.3722	0.2015	\$ 10,102.83	RS-2	55	1	\$ 2,035.73	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,292.67
367	579 N WALCH ST	CHARLENE	DUNLAVY	245182030	9034.4884	0.2074	\$ 10,102.83	RS-2	45	1	\$ 2,095.36	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,352.30
368	580 N WALCH ST	BILL B & RHONDA J	LONG	245182033	10735.1264	0.2464	\$ 10,102.83	RS-2	45	1	\$ 2,489.79	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,746.73
369	583 N WALCH ST	CAROLE TRASK	PEREZ	245182031	11072.7822	0.2542	\$ 10,102.83	RS-2	45	1	\$ 2,568.10	\$ 1,100.00	\$ 80.00	\$ 156.94	\$ 3,825.04
370	584 N WALCH ST	ARMANDO	GARAY	245182032	11129.4588	0.2555	\$ 10,102.83	RS-2	45	1	\$ 2,581.24	\$ 1,100.00	\$ 80.00	\$ 215.00	\$ 3,896.24

* House has been paying monthly sewer charge over 10 years.
 Owner has agreed to Baldo's Option 1, \$3,000 deduction of assessment.

81.2350 368 \$ 820,703.24 \$ 449,867.00 \$ 58,127.86 \$ 1,325,698.10

Exhibit 'B'



□ PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C

EXHIBIT "C"
City of Porterville
Annexation No. 459, Area A
Description for Annexation

That portion of Section 28, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

Commencing at the Southwest corner of the Northeast quarter of said Section 28; thence, westerly, along the South line of the Northeast quarter of said Section 28, a distance of 40 feet, more or less, to the intersection with the southerly prolongation of the East right of way line of Mathew Street; thence, northerly, along said southerly prolongation of the East right of way line of Mathew Street, a distance of 60 feet, more or less, to the end of curve / point of tangency on the East right of way line of Mathew Street, an angle point on the existing City Limits Line, the TRUE POINT OF BEGINNING;

A1 Thence, northerly, along the existing City Limits Line and the East right of way of Mathew Street, a distance of 1,259.95 feet, more or less, to an angle point in the existing City Limits Line;

A2 Thence, southwesterly, along the existing City Limits Line, a distance of 410 feet, more or less, to an angle point in the existing City Limits Line;

A3 Thence, southwesterly, along the existing City Limits Line, a distance of 138.39 feet, more or less, to an angle point in the existing City Limits Line;

A4 Thence, southwesterly, along the existing City Limits Line, a distance of 71.29 feet, more or less, to an angle point in the existing City Limits Line;

A5 Thence, southwesterly, along the existing City Limits Line, a distance of 134.84 feet, more or less, to an angle point in the existing City Limits Line;

A6 Thence, southwesterly, along the existing City Limits Line, a distance of 42.85 feet, more or less, to an angle point in the existing City Limits Line;

A7 Thence, northwesterly, along the existing City Limits Line, a distance of 83.87 feet, more or less, to an angle point in the existing City Limits Line;

A8 Thence, northwesterly, along the existing City Limits Line, a distance of 22.00 feet, more or less, to an angle point in the existing City Limits Line;

A9 Thence, southwesterly, along the existing City Limits Line, a distance of 107.26 feet, more or less, to an angle point in the existing City Limits Line;

A10 Thence, southwesterly, along the existing City Limits Line, a distance of 112.51 feet, more or less, to an angle point in the existing City Limits Line;

A11 Thence, southwesterly, along the existing City Limits Line, a distance of 81.43 feet, more or less, to the East line of Tract 368 as per Map recorded in Volume 23 of Maps, page 43, Tulare County Records, an angle point in the existing City Limits Line;

A12 Thence, southerly, along the existing City Limits Line and said East line, a distance of 1025 feet, more or less, to the North right of way line of Morton Avenue, an angle point in the existing City Limits Line;

A13 Thence, westerly, along the existing City Limits Line, a distance of 81.43 feet, more or less, to the intersection with the northerly prolongation of the East line of Tract No. 339, per Map recorded in Volume 22 of Maps, at Page 98, Tulare County Records, an angle point in the existing City Limits Line;

A14 Thence, southerly, along the existing City Limits Line and the prolongation of the East line of said Tract No. 339, and said East line, a distance of 1334.76 feet, more or less, to the North right of way line of Putnam Avenue, an angle point in the existing City Limits Line;

A15 Thence, westerly, along the existing City Limits Line and the North right of way line of Putnam Avenue, a distance of 704.04 feet, more or less, to an angle point in the existing City Limits Line;

A16 Thence, southerly, along the existing City Limits Line, a distance of 60.00 feet, more or less, to an angle point in the existing City Limits Line;

A17 Thence, westerly, along the existing City Limits Line, a distance of 40.00 feet, more or less, to the East line of the Southwest quarter of said Section 28, an angle point in the existing City Limits Line;

A18 Thence, northerly, along the existing City Limits Line and the East line of the Southwest quarter of said Section 28, a distance of 30.00 feet, more or less, to the Southeast corner of Tract No. 411, Unit No. 2 as shown on the map thereof recorded in Volume 24 of Maps at page 52, Tulare County Records, an angle point in the existing City Limits Line;

A19 Thence, westerly, along the existing City Limits Line and the South line of said Tract No. 411, Unit No. 2 and the South line of Tract No. 411, Unit No. 1, as shown on the map thereof recorded in Volume 24 of Maps at page 16, Tulare County Records, a distance of 1320.42 feet, more or less, to the East line of the West half of the Southwest quarter of said Section 28, an angle point in the existing City Limits Line;

A20 Thence, northerly, along the existing City Limits Line and the East line of the West half of the Southwest quarter of said Section 28, a distance of 664 feet, more or less, to the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 28, an angle point in the existing City Limits Line;

A21 Thence, westerly, along the existing City Limits Line and the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 28, a distance of 425.22 feet, more or less, to an angle point in the existing City Limits Line;

A22 Thence, northerly, along the existing City Limits Line, a distance of 617 feet, more or less, to the South right of way line of Morton Avenue, an angle point in the existing City Limits Line;

A23 Thence, easterly, along the existing City Limits Line and the South right of way line of Morton Avenue, a distance of 1039 feet, more or less, to the intersection with the southerly prolongation of the East line of the West three-quarters of the South half of the Northwest quarter of said Section 28, an angle point in the existing City Limits Line;

A24 Thence, northerly, along the existing City Limits Line and said southerly prolongation and along the East line of the West three-quarters of the South half of the Northwest quarter of said Section 28, a distance of 515 feet, more or less, to the Southwest corner of Parcel 1 of Parcel Map No. 3323 per map recorded in Book 34, page 25, of Parcel Maps, an angle point in the existing City Limits Line;

A25 Thence, easterly, along the existing City Limits Line and the South line of said Parcel 1, a distance of 257.68 feet, more or less, to the West line of the East 402 feet of the Southeast quarter of the Northwest quarter of said Section 28, an angle point in the existing City Limits Line;

A26 Thence, southerly, along the existing City Limits Line and said West line and the southerly prolongation of said West line, a distance of 516 feet, more or less, to the South right of way line of Morton Avenue, an angle point in the existing City Limits Line;

A27 Thence, easterly, along the existing City Limits Line and the South right of way line of Morton Avenue, a distance of 346 feet, more or less, to the beginning of a curve, an angle point in the existing City Limits Line;

A28 Thence, southeasterly, along the existing City Limits Line and a curve concave to the Southwest having a radius of 20.00 feet, more or less, a central angle of $90^{\circ} 19'36''$, more or less, a chord distance of 28.36 feet, more or less, and an arc distance of 31.53 feet, more or less, to the West right of way line of Mathew Street, an angle point in the existing City Limits Line;

A29 Thence, southerly, along the existing City Limits Line and the West right of way line of Mathew Street, a distance of 251.10 feet, more or less, to the westerly

prolongation of the South line of Lot 1 of Tract No. 477, per map recorded in Volume 25, page 84, of Maps, Tulare County Records, an angle point in the existing City Limits Line;

A30 Thence, easterly, along the existing City Limits Line and the westerly prolongation of the South line of said Lot 1, and said South line, and the easterly prolongation of said South line, a distance of 395.91 feet, more or less, to the East right of way line of Walsh Street, an angle point in the existing City Limits Line;

A31 Thence, northerly, along the existing City Limits Line and the East right of way line of Walsh Street, and the northerly prolongation of said East right of way line, a distance of 351.00 feet, more or less, to the North right of way line of Morton Avenue, an angle point in the existing City Limits Line;

A32 Thence, westerly, along the existing City Limits Line and the North right of way line of Morton Avenue, a distance of 296.00 feet, more or less, to the beginning of a curve, an angle point in the existing City Limits Line;

A33 Thence, northwesterly, along the existing City Limits Line and a curve concave to the Northeast having a radius of 20.00 feet, more or less, a central angle of $90^{\circ} 19'36''$, more or less, a chord distance of 28.36 feet, more or less, and an arc distance of 31.53 feet, more or less, to the East right of way line of Mathew Street, the TRUE POINT OF BEGINNING

ACREAGE = 99 ± ACRES

EXHIBIT "C"
City of Porterville
Annexation No. 459, Area B
Description for Annexation

That portion of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

Commencing at the Northwest corner of said Section 33; thence, westerly, along the North line of the Northeast quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, a distance of 40.00 feet, more or less, to the intersection with the southerly prolongation of the West line of Westwood Street, a point on the existing City Limits Line; thence, southerly, along the existing City Limits Line and said southerly projection, a distance of 80.00 feet, more or less, to the intersection with the South right of way line of Olive Avenue, a point on the existing City Limits Line; thence, easterly, along said South right of way line, a distance of 82.00 feet, more or less, to the intersection with the East right of way line of Westwood Street, a point on the existing City Limits Line, and the TRUE POINT OF BEGINNING;

B1 Thence, easterly, along the existing City Limits Line and the South right of way line of Olive Avenue, a distance of 123 feet, more or less, to the East line of the West 165 feet of the Northwest quarter of said Section 33, an angle point in the existing City Limits Line;

B2 Thence, southerly, along the existing City Limits Line and the East line of the West 165 feet of the Northwest quarter of said Section 33, a distance of 448 feet, more or less, to the South line of the North 528 feet of the Northwest quarter of said Section 33, an angle point in the existing City Limits Line;

B3 Thence, westerly, along the existing City Limits Line and the South line of the North 528 feet of the Northwest quarter of said Section 33, a distance of 123 feet, more or less, to the East right of way line of Westwood Street, an angle point in the existing City Limits Line;

B4 Thence, northerly, along the existing City Limits Line and said East right of way line, a distance of 448 feet, more or less, to the South right of way line of Olive Avenue, a point in the existing City Limits Line, and the TRUE POINT OF BEGINNING.

ACREAGE = 1.3 ± ACRES

EXHIBIT "C"
City of Porterville
Annexation No. 459, Area C
Description for Annexation

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

Commencing at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 21; thence, northerly, along the West line of the Southeast quarter of the Southeast quarter of said Section 21, a distance of 112.61 feet, more or less, to the Northeast corner of Lot 19 of Tract No. 325, recorded in Volume 23 of Maps, Page 4, Tulare County Records, an angle point on the existing City Limits Line, the TRUE POINT OF BEGINNING;

C1 Thence, westerly, along the existing City Limits Line and the North line of said Lot 19, the westerly prolongation of said North line, and the North line of Lot 18 of said Tract No. 325, a distance of 329.90 feet, more or less, to the Northwest corner of said Lot 18, an angle point in the existing City Limits Line;

C2 Thence, northerly, along the existing City Limits Line and the West line of said Tract No. 325, a distance of 1192 feet, more or less, to the South right of way line of Mulberry Avenue, an angle point in the existing City Limits Line;

C3 Thence, easterly, along the existing City Limits Line and the South right of way line of Mulberry Avenue, a distance of 330 feet, more or less, to the West line of the Southeast quarter of the Southeast quarter of said Section 21, an angle point in the existing City Limits Line;

C4 Thence, southerly, along the existing City Limits Line and said West line, a distance of 1192 feet, more or less, to the Northeast corner of said Lot 19, an angle point on the existing City Limits Line, the TRUE POINT OF BEGINNING.

ACREAGE = 9 ± ACRES

RESOLUTION NO.: _____ - 2015

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ACCEPTING
THE ENGINEER'S REPORT FOR
ISLAND ANNEXATION AREA 459 SEWER PROJECT

WHEREAS, Island Annexation Area 459, was annexed into the city in November 2006; and

WHEREAS, the parcels in this area utilize individual septic tanks that are failing; and

WHEREAS, an Engineer's Report has been prepared by direction of the City Council of the City of Porterville; and

WHEREAS, the report states that the new sewer system will have a positive effect upon all parcels within the proposed boundary and provide a reliable, consistent and safe method of sewage disposal; and

WHEREAS, the report states construction costs will initially be provided by a loan from re-financed Certificate of Participation Bond Sewer funds, and establishes repayment of the loan by property owners through a Sewer Utility District; and

WHEREAS, legal descriptions of properties and the proposed assessment Boundary Map is referenced in the report;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville accepts the Engineer's Report for the Island Annexation Area 455 sewer project.

PASSED, APPROVED AND ADOPTED this 3rd day of February, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA: JANUARY 20, 2015

CONSENT CALENDAR

SUBJECT: CARGO CONTAINER PERMIT - 474 SOUTH MAIN STREET

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: On March 4, 2014, the City Council approved Resolution 14-2014 which regulates the use of cargo containers. As provided for in the resolution, the City Council may approve or deny the use of cargo containers as temporary, non-standard development for those who seek long-term use of more than three containers. On December 18, 2014, Mr. Steve Jurkovich from Porterville Concrete Pipe Inc., applied for a permit to use five cargo containers for his business at 474 S. Main Street (Attachment 1). The containers are already in place.

The term of the permit, if approved, would be five years, beginning January 20, 2015, through January 20, 2020. Four of the cargo containers have been on the site on the northeast corner of the lot for approximately 25 years. Within the last 10 years, the fifth cargo container was placed just north of the shop (Attachment 2).

The cargo containers are placed out of the path of circulation, do not take up any parking stalls and do not encroach on any setback requirements as mandated in Resolution 14-2014. The cargo container placed just north of the shop is somewhat in public view; however, if painted with a color scheme similar to the building, the cargo container would not stand out and would look unified with the building. The four cargo containers that are on the northeast portion of the lot are away from public view. Staff recommends the following conditions of approval:

1. The number and location of cargo containers shall conform to Resolution 14-2014.
2. Cargo containers visible from the public way must be painted to match the main building, or otherwise obscured from view in a manner consistent with all applicable codes.
3. The cargo containers shall be permitted to be maintained on the site from January 20, 2015, to January 20, 2020.
4. The proposed temporary structures shall comply with all applicable local, state, federal laws, and Resolution 14-2014.

The cargo containers are to be removed as soon as the five-year period is completed or the applicant can re-apply for another five-year permit to continue the use.

RECOMMENDATION: That the City Council adopt the draft resolution approving a Cargo Container Permit to allow for the placement of five cargo containers at 474 S. Main Street.

DD 13 Appropriated/Funded N/A CM J

Item No. 13

ATTACHMENTS:

1. Project location map
2. Site Plan
3. Resolution 14-2014
4. Draft Resolution with Site Plan

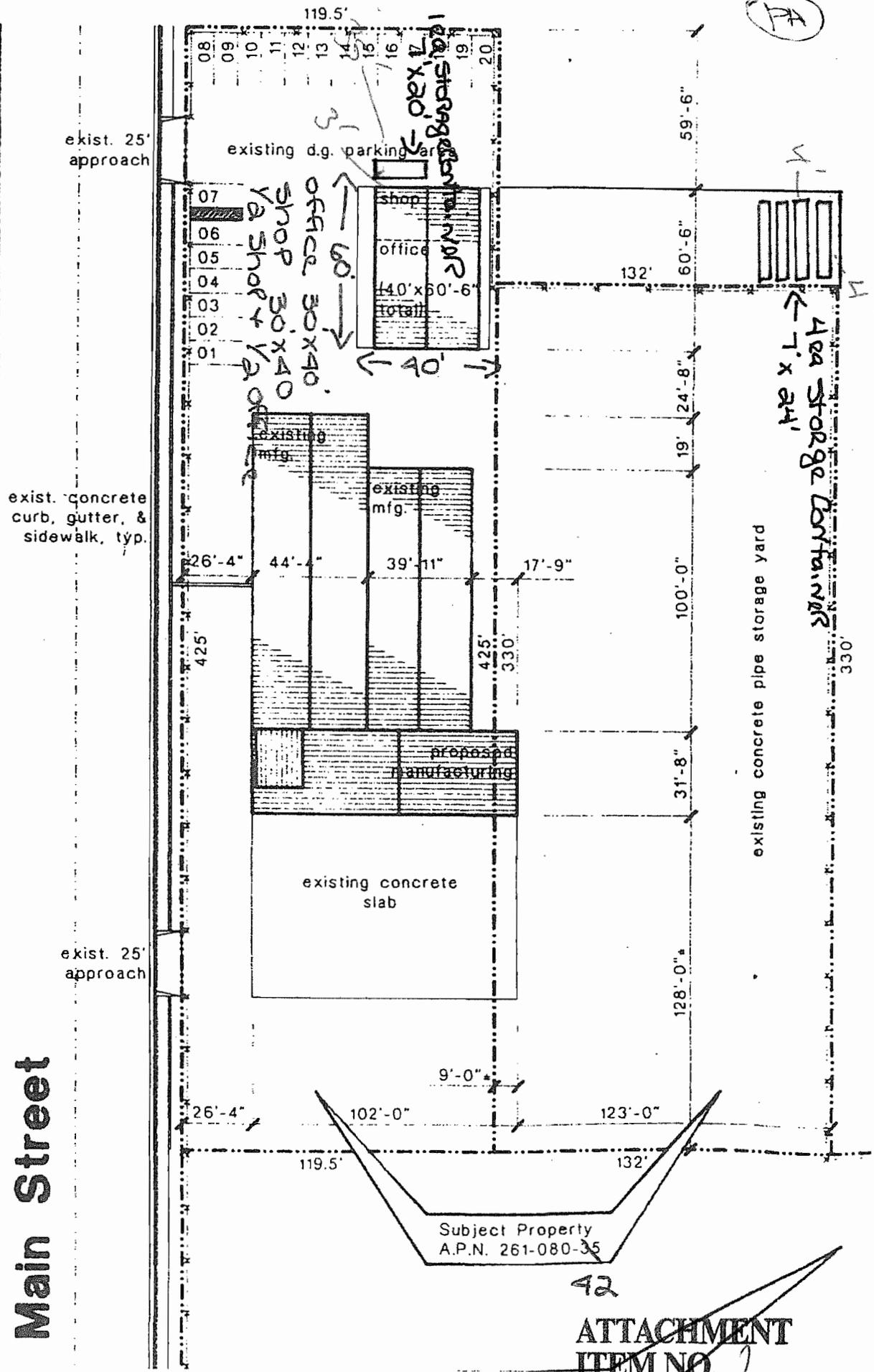


**ATTACHMENT
ITEM NO. 1**

Porterville Concrete Site map

U 2
M 2

PA



Main Street

Subject Property
A.P.N. 261-080-35

42

ATTACHMENT
ITEM NO. 2

RESOLUTION NO. 14 -2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

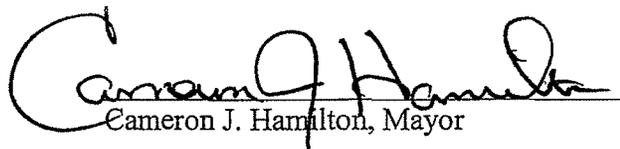
For example, a temporary modular building could be authorized to occupy required parking spaces in a commercial development. It is the intent of City Council to weigh such modifications against both the need and duration of the temporary building. Except in extraordinary cases, the City Council would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

- 11) **Conditional Use Permits for “Street Vending” – Effect on Standards for Existing Conforming Development** - Conditional Use Permits for “Street Vending” for periods longer than five days do not require a finding of business stress or emergency. For that reason, such uses will not be permitted to cause an existing conforming development to become non-conforming.

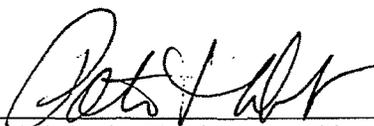
- 12) **Standards of Review – Non-standard Development:** It is the intent of City Council to consider the impact that proposed Temporary Building Permits and Conditional Use Permits for longer term street vending will have on other similar businesses. Such uses are intended to offer flexibility under unusual circumstances and will not be encouraged as a means to compete with businesses in permanent buildings by avoiding development standards that would otherwise apply.

- 13) **Compliance with Zoning Ordinance and City Code – Non-Standard Development:** None of the above shall be construed to permit non-standard development to violate the Zoning Ordinance or other provisions of City Code. No use may be authorized by a Temporary Building Permit or as a Conditional Use Permit for street vending that is not permitted by the underlying Zoning Classification. Such restriction includes limitations on outdoor sales where applicable.

PASSED, APPROVED AND ADOPTED this 4th day of March, 2014.


Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE USE OF CARGO CONTAINERS AS TEMPORARY NON-STANDARD
DEVELOPMENT FOR LONG TERM USE AT 474 S. MAIN STREET

WHEREAS: The applicant has applied for a Cargo Container Permit to utilize five (5) cargo containers as storage at 474 S. Main Street; and

WHEREAS: Resolution 14-2014 authorizes the City Council, upon written application and site plan, to approve a Cargo Container permit for the use of more than three (3) cargo containers; and

WHEREAS: The applicant has worked with City staff to comply with the standards identified in Resolution 14-2014; and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of January 20, 2015, considered approving the use of cargo containers as temporary non-standard development, long term at 474 S. Main Street.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby grant a permit for the use of five (5) cargo containers at 474 S. Main Street with the following conditions:

1. The number of containers allowed would be determined by Council.
2. The time period requested shall be specified by the applicant. Final expiration of the permit shall be coterminous with the permit expiration date approved by Council. Extensions will not be permitted. However, the applicant may apply for another long-term, discretionary permit. Failure to obtain the renewed permit could result in Code Enforcement action and associated fines.
3. The placement of the cargo containers shall be such that they do not interfere with the permanent site improvements, including, but not limited to, parking, loading areas, on-site circulation, and accessibility.
4. The placement of the cargo containers shall not encroach into required setbacks, and should not be visible from off site or public streets.
5. Cargo containers visible from the public way must be painted to match the main building, or otherwise obscured from view in a manner consistent with all applicable codes.
6. Use of cargo containers may be granted subject to payment of an adopted fee for a Discretionary Temporary Structure Permit application with a monthly fee

ATTACHMENT NO. 4

applicable upon approval and commencing at 100 days of use. The fee would apply for any month portion thereof the container continues to be stored on site.

7. Council may require additional conditions intended to ensure the use does not create blight.
8. The duration of the permit for the use of the five cargo containers is for five years beginning on January 20, 2015, ending on January 20, 2020.
9. The uses shall be consistent with the site plan represented in Attachment 1 attached hereto.

PASSED, APPROVED AND ADOPTED this 20th day of January 2015.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Manager

Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: INTENT TO VACATE EASEMENT FOR TEMPORARY TURNAROUNDS RELATED TO THE DEVELOPMENT OF NADER HOMES SUBDIVISION (Nader Development, Inc.)

SOURCE: Public Works Department - Engineering Division

COMMENT: Nader Development, Inc., is the developer of the new single-family residential subdivision, which is generally located east of Prospect Street and south of Roby Avenue. The developer has submitted the Final Map for this subdivision and is now requesting that the City vacate an easement that is no longer necessary and encumbers the land currently being developed. This easement is generally located at the east end of Forest Avenue and Orange Avenue between Prospect Street and Cobb Street. The City has authority to vacate the easement under Section 8320, Part 3, Division 9, of the Streets and Highways Code of the State of California.

The easement was necessary for the orderly development of Sunrise Estates Six, Phase One Subdivision, which is west of and contiguous to the subject development. The recently constructed street improvements associated with Forest Avenue and Orange Avenue ends the need for the easement, and dedication of the public right-of-way is forthcoming with the normal processing of the Final Map.

Staff believes there are no problems with any reversionary rights since the easement is in favor of the City of Porterville. Vacation of the easement does not affect other agencies or other utility companies.

RECOMMENDATION: That the City Council:

1. Pass a Resolution of Intent to Vacate Easement dedicated to the City of Porterville by document number 95-053277 recorded August 17, 1995, in the Office of the Tulare County Recorder; and
2. Set the Council Meeting of February 16, 2015, as the time and place for a public hearing.

ATTACHMENTS: Resolution
Recorded Document
Easement Vacation Legal Description
Locator Map

P:\PUBWORKS\GENERAL\COUNCIL\INTENT TO VACATE EASEMENTS FOR TEMPORARY TURNAROUNDS RELATED TO THE DEVELOPMENT OF NADER HOMES SUBDIVISION - 2015-01-20.DOC

Dir BSL Appropriated/Funded N/A CM J

Item No. 14

RESOLUTION NO. _____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
OF INTENTION TO VACATE AND CLOSE TO PUBLIC USE
AN EASEMENT FOR TEMPORARY TURNAROUNDS

SECTION 1: The Council of the City of Porterville, California, pursuant to Division 9, Part 3, Section 8320, of Streets and Highways Code of the State of California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to vacate, abandon, and close to public use that certain easement for temporary turnarounds in the city of Porterville, County of Tulare, State of California, and known as easement no longer necessary due to the orderly development of Nader Homes Subdivision, of which easement is generally located within the westerly portion of said proposed development.

SECTION 2: A map or plan of said public easement intended to be vacated, abandoned and closed to public use is on file in the office of the City Clerk of the City of Porterville, reference to which is hereby made.

SECTION 3: That the public convenience and necessity requires the reservation of easements and rights-of-way for structures enumerated, if any, in Section 8340 of the California Streets and Highways Code.

SECTION 4: Notice is further given that on Tuesday, the 16th day of February, 2015, at 6:30 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers in the City Hall in the city of Porterville, at 291 North Main Street, is hereby fixed for the time and place for hearing any objections to the vacation, abandonment and closing to public use of said easement way.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015.

ATTEST:
John D. Lollis, City Clerk

Milt Stowe, Mayor

By: Patrice Hildreth, Chief Deputy City Clerk

Dir _____ Appropriated/Funded _____ CM _____

Item No. _____

RECORDING REQUESTED BY

City of Porterville

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

City of Porterville
ATTN: G. Hawley
P. O. Box 432
Porterville, CA 93258

95-053277

Rec Fee .00
Total .00

T215, R27E, SEC 34

Recorded
Official Records
County of
Tulare
Greg Hardcastle
Recorder
8:01am 17-Aug-95

JS 4

Title Order No. _____ Escrow No. _____

PLEASE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ _____

_____ unincorporated area City of _____

Parcel No. _____

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NADER DEVELOPMENT, INC., A CALIFORNIA CORPORATION

hereby GRANT(S) to

CITY OF PORTERVILLE, A MUNICIPAL CORPORATION

the following described real property in the

county of TULARE, state of California:

REFER TO EXHIBIT "A" ATTACHED HERETO AND THEREBY MADE A PART HEREOF.

Dated July 19, 1995

NADER DEVELOPMENT, INC.

Mohamad Davarifar, President

STATE OF CALIFORNIA } S.S.
COUNTY OF Tulare

On July 19, 1995 before me,

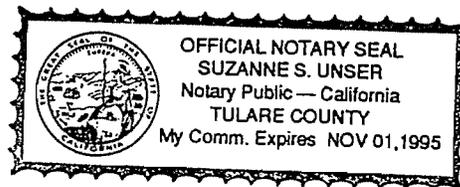
Suzanne S. Unser
a Notary Public in and for said County and State, personally appeared

Mohamad Davarifar

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

WITNESS my hand and official seal

Signature Suzanne S. Unser



CTC-1-101 (12-92)

EXHIBIT A

An easement for a temporary turnaround over and across those portions of the REMAINDER of Sunrise Estates Six, Phase One, in the City of Porterville, County of Tulare, State of California, per map recorded in Volume 37, page 7, of Maps Tulare County Records, described as follows:

Parcel A

Beginning at the Northwest corner of Lot 9 of said Sunrise Estates Six, Phase One;

Thence, South 0°12'49" West, 20.00 feet along the West line of said Lot 9;

Thence, North 89°37'44" East, 80.00 feet;

Thence, North 0°12'49" East, 90.00 feet;

Thence, South 89°37'44" West, 83.05 feet to a point in the West line of Lot 8 of said Sunrise Estates Six, Phase One;

Thence, South 0°12'49" West, 20.00 feet to the Southwest corner of said Lot 8;

Thence, South 03°16'42" East, 50.06 feet to the point of beginning.

Parcel B

Beginning at the Southwest corner of Lot 24 of said Sunrise Estates Six, Phase One;

Thence, North 0°12'49" East, 20.00 feet along the West line of said Lot 24;

Thence, North 89°37'44" East, 80.00 feet;

Thence, South 0°12'49" West, 90.00 feet;

Thence, South 89°37'44" West, 80.00 feet;

Thence, North 0°12'49" East, 20.00 feet to a point in the South line of Orange Ave., said point being North 89°37'44" East, 28.00 feet of the Northwest corner of Lot 25 of said Sunrise Estates Six, Phase One;

Thence, continuing North 0°12'49" East, 50.00 feet to the point of beginning.

RESOLUTION NO. 103-95

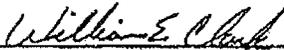
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED OF EASEMENT
FROM NADER DEVELOPMENT, INC.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville,
that the City of Porterville hereby accepts a Grant Deed of easement from Nader
Development, Inc., a California Corporation, with foresaid property situate, lying and being
in the County of Tulare, State of California, to-wit:

Attached hereto as Exhibit "A"

BE IT FURTHER RESOLVED that said deed be recorded in the office of the Tulare
County Recorder. The foregoing has been accepted by the City Council for the City of
Porterville.

ATTEST:



William E. Clark, Mayor



C. G. Huffaker, City Clerk

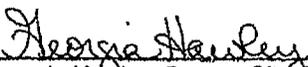
STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville, do
hereby certify and declare that the foregoing is a full, true and correct copy of a resolution
duly and regularly passed and adopted at a regular meeting of the Porterville City Council
regularly called and held on the 1st day of August, 1995.

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

AYES:COUNCILMEN: Nicholson, Coleman, Clark
NOES:COUNCILMEN: None
ABSENT:COUNCILMEN: Gibbons
ABSTAIN:COUNCILMEN: Gurrola

C. G. HUFFAKER, City Clerk

By 

Georgia Hawley, Deputy City Clerk

EXHIBIT A

An easement for a temporary turnaround over and across those portions of the REMAINDER of Sunrise Estates Six, Phase One, in the City of Porterville, County of Tulare, State of California, per map recorded in Volume , page , of Maps Tulare County Records, described as follows:

Parcel A

Beginning at the Northwest corner of Lot 9 of said Sunrise Estates Six, Phase One;

Thence, South 0°12'49" West, 20.00 feet along the West line of said Lot 9;

Thence, North 89°37'44" East, 80.00 feet;

Thence, North 0°12'49" East, 90.00 feet;

Thence, South 89°37'44" West, 83.05 feet to a point in the West line of Lot 8 of said Sunrise Estates Six, Phase One;

Thence, South 0°12'49" West, 20.00 feet to the Southwest corner of said Lot 8;

Thence, South 03°16'42" East, 50.06 feet to the point of beginning.

Parcel B

Beginning at the Southwest corner of Lot 24 of said Sunrise Estates Six, Phase One;

Thence, North 0°12'49" East, 20.00 feet along the West line of said Lot 24;

Thence, North 89°37'44" East, 80.00 feet;

Thence, South 0°12'49" West, 90.00 feet;

Thence, South 89°37'44" West, 80.00 feet;

Thence, North 0°12'49" East, 20.00 feet to a point in the South line of Orange Ave., said point being North 89°37'44" East, 28.00 feet of the Northwest corner of Lot 25 of said Sunrise Estates Six, Phase One;

Thence, continuing North 0°12'49" East, 50.00 feet to the point of beginning.

EXHIBIT "A"
LEGAL DESCRIPTION

Easement Vacation

An easement for a temporary turnaround over and across those portions of the Remainder of Sunrise Estates Six, Phase One, in the City of Porterville, County of Tulare, State of California, per map recorded in Volume 37, page 7 of Maps, Tulare County Records, described as follows:

Parcel A

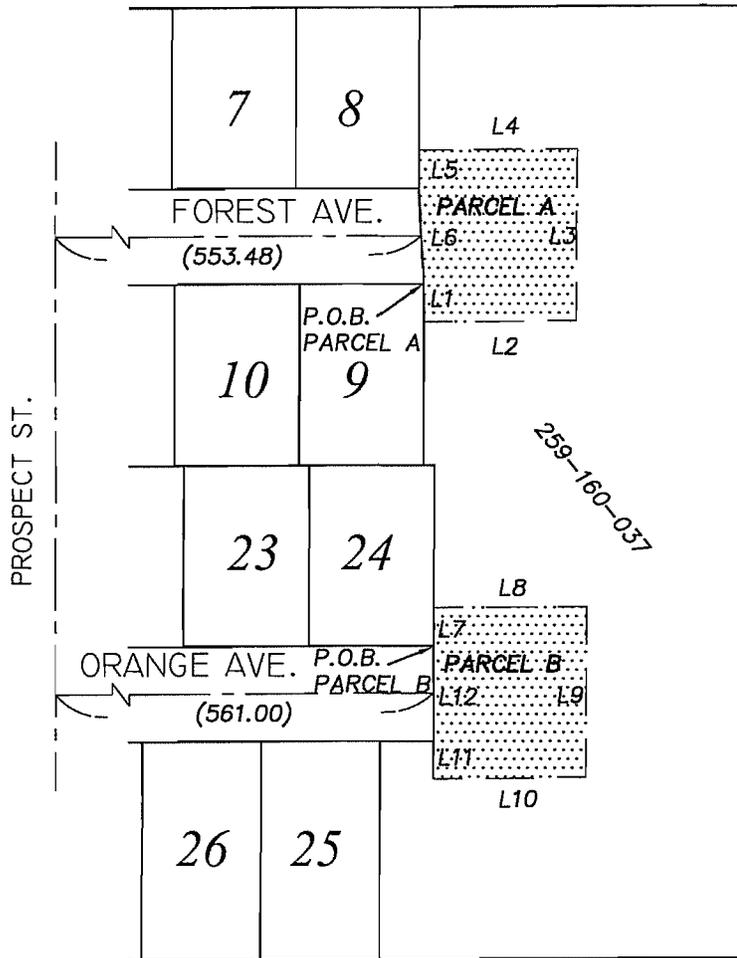
BEGINNING AT the Northwest corner of Lot 9 of said Sunrise Estates Six, Phase One;
THENCE, South 00°12'49" West, 20.00 feet along the West line of said Lot 9;
THENCE, North 89°37'44" East, 80.00 feet;
THENCE, North 00°12'49" East, 90.00 feet;
THENCE, South 89°37'44" West, 83.05 feet to a point in the West line of Lot 8 of said Sunrise Estates Six, Phase One;
THENCE, South 00°12'49" West, 20.00 feet to the Southwest corner of said Lot 8;
THENCE, South 03°16'42" East, 50.06 feet to the **POINT OF BEGINNING**.

Parcel B

BEGINNING AT the Southwest corner of Lot 24 of said Sunrise Estates Six, Phase One;
THENCE, North 00°12'49" East, 20.00 feet along the West line of said Lot 24;
THENCE, North 89°37'44" East, 80.00 feet;
THENCE, South 00°12'49" West, 90.00 feet;
THENCE, South 89°37'44" West, 80.00 feet;
THENCE, North 00°12'49" East, 20.00 feet to a point in the South line of Orange Avenue, said point being North 89°37'44" East, 28.00 feet of the Northwest corner of Lot 25 of said Sunrise Estates Six, Phase One;
THENCE, continuing North 00°12'49" East, 50.00 feet to the **POINT OF BEGINNING**.

END OF DESCRIPTION

EXHIBIT "B"
MAP OF EASEMENT VACATION



LINE	LENGTH	BEARING
L1	20.00	S 00°12'49" W
L2	80.00	N 89°37'44" E
L3	90.00	N 00°12'49" E
L4	83.05	S 89°37'44" W
L5	20.00	S 00°12'49" W
L6	50.06	S 03°16'42" E
L7	20.00	N 00°12'49" E
L8	80.00	N 89°37'44" E
L9	90.00	S 00°12'49" W
L10	80.00	S 89°37'44" W
L11	20.00	N 00°12'49" E
L12	50.00	N 00°12'49" E



TEMPORARY TURN AROUND ()

RECORD DATA PER SUNRISE ESTATES SIX PHASE ONE, R.M. 37-7

8

LOT PER SUNRISE ESTATES SIX, PHASE ONE, R.M. 37-7



NORTH



SCALE: 1"=100'

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

THOSE PORTIONS OF THE REMAINDER OF SUNRISE ESTATES SIX, PHASE ONE, IN THE CITY OF PORTER VILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, PER MAP RECORDED IN VOLUME 37, PAGE 7 OF MAPS, T.C.R.

OWNERS NADAR DEVELOPMENT, INC.

APN 259-160-037

DRAWN BY CAL
 CH'K BY DB

SUBJECT: INTENT TO VACATE A PORTION OF CLEVELAND AVENUE EAST OF VILLA STREET (Sequoia Medical Center)

SOURCE: Public Works Department – Engineering Division

COMMENT: The City has received a request to vacate a portion of Cleveland Avenue generally located from Villa Street to a point approximately 300 feet east of Villa Street. This portion of Cleveland Avenue has remained unimproved since it was deeded to the City as an easement for public road and highway purposes in 1965. The planned upgrade and expansion of the Sequoia Medical Center's parking lot south of and contiguous to the street is the driving force behind this request. Putnam 590 L.L.C. represents the proprietary interest to the property fronting the proposed avenue vacation and is hereby the requesting party.

The proposed plans for the parking lot will bring this area into compliance with the standards set forth in the Zoning Ordinance as well as provide additional off-street parking for the Medical Center. Staff believes that there are no problems with reversionary rights.

A legal description (Exhibit "A") and a plat (Exhibit "B") illustrating the proposed avenue vacation is attached for Council's reference. Easements will be reserved for maintaining existing storm drain, sanitary sewer and water pipelines within this segment of Cleveland Avenue. All fees have been paid and after Council takes action, the utility companies will be notified of the intent to vacate this portion of Cleveland Avenue.

RECOMMENDATION: That City Council:

1. Pass a resolution of intent to vacate a portion of Cleveland Avenue east of Villa Street; and
2. Set the Council meeting of February 17, 2015, as the time and place for a public hearing.

ATTACHMENTS: Resolution
Cleveland Avenue
Exhibit 'A' - Legal Description
Exhibit 'B' - Map of Right of Way Vacation

P:\pubworks\General\Council\Intent to Vacate a Portion of Cleveland Avenue East of Villa Street - 2015-01-20.doc

Dir BK Appropriated/Funded N/A CM J

Item No. 15

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
OF INTENTION TO VACATE AND CLOSE TO PUBLIC USE A PORTION OF
CLEVELAND AVENUE LOCATED EAST OF VILLA STREET

SECTION 1: The Council of the City of Porterville, California, pursuant to Division 9, Part 3, Section 8320, of Streets and Highways Code of the State of California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to abandon and close to public use that certain public right of way located in the city of Porterville, County of Tulare, State of California, and known generally as Cleveland Avenue east of Villa Street.

SECTION 2: A map or plan of said public rights of way intended to be vacated, abandoned and closed to public use is on file in the office of the City Clerk of the City of Porterville, reference to which is hereby made.

SECTION 3: That the public convenience and necessity requires the reservation of easements and rights of way for structures enumerated in Section 8330 of the California Streets and Highways Code.

SECTION 4: The City of Porterville, in the abandonment of said public rights of way to public use, reserves and excepts from the vacation the permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove and renew sanitary sewers, water lines, and storm drains and appurtenant structures in, upon, over, and across said avenue or part thereof proposed to be vacated and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipes, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipe lines, telegraph and telephone lines, railroad lines, and from the transportation or distribution of electric energy, petroleum and its products, ammonia, water and incidental purposes, including the access and the right to keep the property free from flammable materials and wood growth, and otherwise protect the same from all hazards in, upon and over the avenue or part thereof herein proposed to be vacated.

SECTION 5: Notice is further given that on Tuesday, the 17th day of February, 2015, at 7:00 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers in the City Hall in the city of Porterville, at 291 North Main Street, is hereby fixed for the time and place for hearing any objections to the vacation, abandonment and closing to public use of said public rights of way.

PASSED, ADOPTED AND APPROVED this 20th day of January, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

3140
11/20/2014
Revised 1/5/2015

Exhibit "A"

Cleveland Ave Vacation Description

That portion of Lot 11, Williams & Premo Villa Tract per map recorded in Book 7, page 64 of Maps, in the Office of the County Recorder, County of Tulare, State of California, being a strip of land 25 feet wide, the North line of said strip being described as follows:

Beginning at a point on the West line of said Lot 11, which point being the Southwest corner of said land described in Parcel II of Deed to James E. Putnam, recorded March 31, 1960 as Instrument No. 10825, in Book 2186, page 409 of Official Records of said County;

Thence, Easterly, 305 feet, along the South line of said land described in Parcel II, to the East line of said Lot 11.

Excepting therefrom the West 10 feet thereof.

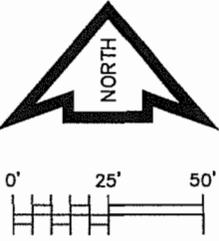
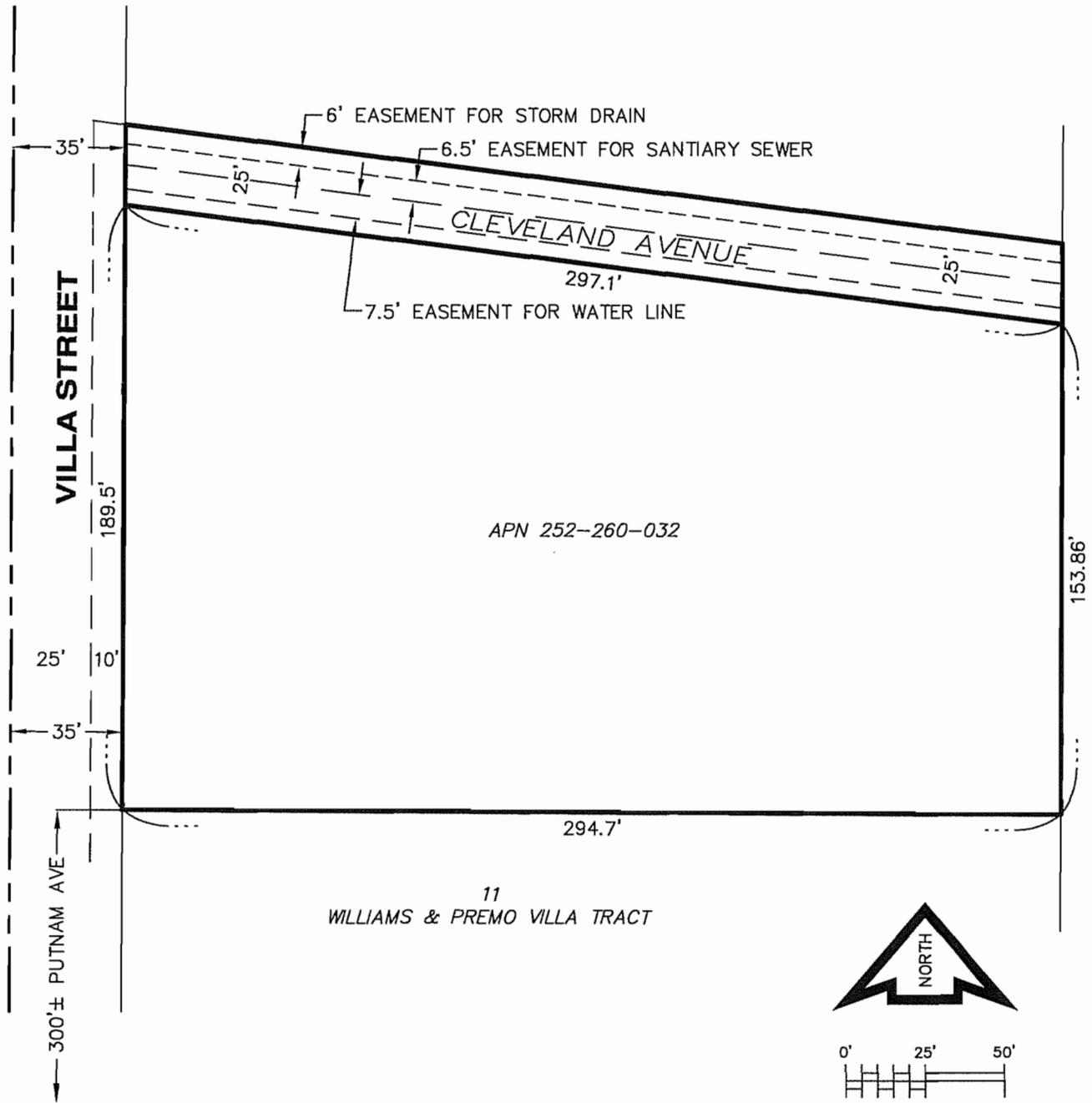
Reserving unto the City of Porterville, an easement for a storm drain line, over, across, through and within the North 6.00 feet thereof.

Also reserving unto the City of Porterville, an easement for a sanitary sewer line, over, across, through and within the South 6.50 feet of the North 12.50 feet thereof.

Also reserving unto the City of Porterville, an easement for a water line, over, across, through and within the South 7.50 feet of the North 20.00 feet thereof.



EXHIBIT "B"



SCALE: 1" = 50'

CLEVELAND AVENUE VACATION	
FOR: DOUG KING PO BOX 485 STRATHMORE, CALIFORNIA 93267	JOB No. 3140
BY: JAMES WINTON & ASSOCIATES 150 WEST MORTON AVENUE PORTERVILLE, CALIFORNIA 93257	

CITY COUNCIL AGENDA: JANUARY 20, 2015

CONSENT CALENDAR

TITLE: IMPLEMENTATION OF CARGO CONTAINER REGULATIONS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: At the meeting of December 16, 2014, the City Council considered adding flexibility to the existing resolution regulating cargo containers. At that meeting, the Council directed staff to amend the previously adopted resolutions to incorporate grandfathering clauses for pre-existing containers, and to extend the period during which a reduced fee is accepted for Long Term up to three containers.

As a matter of defining the applicability of any grandfather clauses for three or fewer cargo containers, the following grandfather clauses were recommended for incorporation into an amended resolution:

- If the cargo container was issued a written letter of approval from City staff, but was not placed on the site in a manner consistent with Resolution 14-2014, the container may have the first five-year period of a long-term temporary permit free of charge, and at the end of the five-year period, compliance must be reached before a new permit would be issued.
- In the event that the cargo container was issued a written letter of approval from City staff and was placed on a permanent foundation and meets all conditions of Resolution 14-2014, it can be grandfathered, with adequate documentation of approval, in the form of a written letter by the Zoning Administrator.
- If the cargo container was referenced within or otherwise approved as part of a building permit and placed on a permanent foundation and meets all conditions of Resolution 14-2014, it can be grandfathered by the Zoning Administrator.

Staff does not recommend providing a grandfather clause for greater than three cargo containers. Outside of these specific instances, all cargo containers are subject to the provisions of Resolutions 14-2014 and 15-2014.

The period during which a reduced fee is accepted for Long Term up to three containers will be extended from January 1, 2015, to February 1, 2015. Both amended resolutions are attached for formal approval.

RECOMMENDATION: That the City Council approve the revised resolutions as verbally amended at the meeting of December 16, 2014.

ATTACHMENTS: 1. Draft Policy Resolution
2. Draft Fee Resolution

DD JB Funded/Approp N/A CM J Item No 16

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

WHEREAS: on December 16, 2014, the City Council defined situations in which pre-existing cargo containers might be allowed to obtain the first five-year temporary term with no fee; and

WHEREAS: The City Council intends to provide guidance to City Staff and the development community with regard to the approved interpretation of such ambiguity in the City Code and Development Ordinance and to give an indication as to the likely standards of review

and intent of City Council in considering future development proposals and provide additional clarification relative to the temporary use of cargo/shipping containers.

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

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

Administrator may approve use of cargo/shipping containers in Commercial and Industrial zone districts associated with an existing development for additional storage capacity subject to the following specific criteria:

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

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

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

- If the cargo container was issued a written letter of approval from City staff, but was not placed on the site in a manner consistent with this resolution, the business may have the first five year period of a long term temporary permit free of charge, in the form of a written letter by the Zoning Administrator. At the end of the five year period, compliance must be reached before a new permit would be issued.
- In the event that the cargo container was issued a written letter of approval from City staff and was placed on a permanent foundation and meeting all conditions of this resolution, the business may have the first five year period of a long term temporary permit free of charge, with adequate documentation of approval, in the form of a written letter by the Zoning Administrator.
- If the cargo container was referenced within or otherwise approved as part of a building permit and placed on a permanent foundation and meeting all conditions of this resolution, the container may have the first five year period of a long term temporary permit free of charge, with adequate documentation of approval, in the form of a written letter by the Zoning Administrator.

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

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

- If the cargo container was issued a written letter of approval from City staff, but was not placed on the site in a manner consistent with this resolution, the business may have the first five year period of a long term temporary permit free of charge, in the form of a written letter by the Council. At the end of the five year period, compliance must be reached before a new permit would be issued.
 - In the event that the cargo container was issued a written letter of approval from City staff and was placed on a permanent foundation and meeting all conditions of this resolution, the business may have the first five year period of a long term temporary permit free of charge, with adequate documentation of approval, in the form of a written letter by the Council.
 - If the cargo container was referenced within or otherwise approved as part of a building permit and placed on a permanent foundation and meeting all conditions of this resolution, the container may have the first five year period of a long term temporary permit free of charge, with adequate documentation of approval, in the form of a written letter by the Council.
- 8) Time Limits Required for Non-Standard Development: Non-standard development may be approved by the City Council as either a “Temporary Building” or a “Street Vendor” as appropriate. In all such cases, approval will be for a limited period of time. The approval period will not typically exceed the reasonable period of time necessary to secure a permanent replacement. In some cases, a reasonable period of time may be granted to allow for market testing, “proof-of-concept”, etc. Site improvement standards for such development shall be determined by the City Council on a case-by-case basis using guidelines as established below.
- 9) Development Standards – Non-Standard Development: All non-standard development requires approval by the City Council with appropriate Conditions of Approval. Such development may require site improvements that differ from those required for permanent development. Staff reports for such proposals should identify both the proposed site improvements and the improvements that would be required for similar, permanent development.
- 10) Temporary Building Permits – Effect on Standards for Existing Conforming Development: Temporary buildings may be approved only with clear time limits, and with a finding by City Council that the development is to accommodate a time of business stress or emergency or a construction project. For this reason, the City Council may authorize such uses in circumstances that would cause an existing, conforming development to become non-conforming for the duration of the use. For example, a temporary modular building could be authorized to occupy required parking spaces in a commercial development. It is the intent of City Council to weigh such modifications against both the need and duration of the temporary building. Except in extraordinary cases, the City Council would not expect to authorize a permit that creates a non-conforming circumstance for a period longer than 90 days.

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

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS: Further consideration of the policy and fees were discussed at the meeting of March 4, 2014; and

WHEREAS: The proposed fee structure is based on staff time necessary to initiate review of temporary structures and then monitor on-going compliance in these specific cases as deemed necessary by the Council. The recommended fee for use of cargo containers as temporary non-standard development is as follows: Short Term = \$296, Long Term (up to three containers) = \$138 for those users receiving a permit before January 1, 2015, and \$217 after January 1, 2015, Long Term (more than three containers) = \$454 + \$79/six month period or portion thereof; and

WHEREAS: On December 16, 2014, the City Council extended the date by which a reduced fee of \$138 could be paid to obtain a permit for Long Term (up to three containers) from January 1, 2015 to February 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Porterville that the fees for use of cargo containers as temporary non-standard development as permitted in accordance with Resolution 82-2013 is adopted as Short Term = \$296, Long Term (up to three containers) = \$138 for those users receiving a permit before February 1, 2015, and \$217 after February 1, 2015, Long Term (more than three containers) = \$454 + \$79/six month period or portion thereof.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

CONSENT CALENDAR

SUBJECT: RESCIND RESOLUTION 61-2014 AND ADOPT A REVISED RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS WITH THE UNION PACIFIC RAILROAD COMPANY

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: At the August 19, 2014, City Council meeting, the Council approved Resolution 61-2014 which approved and authorized the Purchase and Sale Agreement and Escrow Instructions ("Agreement") with the Union Pacific Railroad Company. The purpose of the acquisition is to preserve the railroad property within and near Porterville for the purpose of meeting future transportation needs.

The Property is generally defined as the 8.2± mile rail line which is bounded to the north by Frazier Highway (Avenue 196) and to the south by Teapot Dome Avenue (Avenue 128), together with all culverts, ballast, bridge structures and appurtenances.

Upon review of the closing documents, the Union Pacific Railroad Company has requested that the Agreement not be recorded, but rather be adopted by reference through the resolution. Furthermore, an amendment to the Agreement has been approved and is incorporated therein.

Attached is a draft resolution to rescind Resolution No. 61-2014 and a draft resolution with the corrections incorporated.

RECOMMENDATION: That the City Council:
1. Adopt draft resolution to rescind Resolution No. 61-2014; and
2. Adopt the new draft resolution

ATTACHMENTS:
1. Resolution No. 61-2014
2. Draft Resolution to Rescind Resolution No. 61-2014
3. Draft Resolution

DD JB APPROPRIATED/FUNDED MB CM J ITEM NO. 17



RESOLUTION NO. 61-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AND AUTHORIZING THE PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS WITH THE UNION PACIFIC RAILROAD
COMPANY, A DELAWARE CORPORATION

WHEREAS, the City of Porterville desires to preserve the railroad property within and near Porterville for the purpose of meeting future transportation needs; and

WHEREAS, the Union Pacific Railroad Company, a Delaware Corporation has agreed to sell the abandoned 8.2± mile rail line, bounded to the north by Frazier Hwy (Avenue 196) and to the south by Teapot Dome Avenue (Avenue 128), together with all culverts, ballast, bridge structures and appurtenances, to the City of Porterville; and

WHEREAS, City staff has negotiated an agreement for the purchase of the Property, which terms and conditions are set forth in the Purchase and Sale Agreement and Escrow Instructions ("Agreement") attached as Exhibit A.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY RESOLVE AS FOLLOWS:

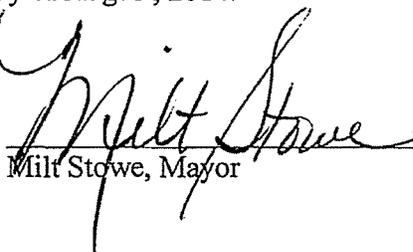
Section 1. That the above recitals are true and correct and incorporated herein.

Section 2. That the Agreement, attached as Exhibit A, is hereby approved

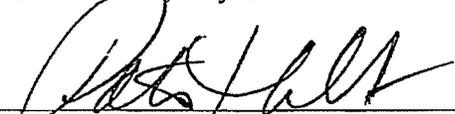
Section 3. That the City Council authorizes and directs the City Manager and/or City Attorney to make any final modifications to the Agreement that are consistent with the substantive terms of the Agreement approved hereby, and to thereafter authorize the Mayor to sign the Agreement on behalf of the City.

Section 4. That the City Council authorizes and directs the Mayor to (i) sign such other and further documents, including but not limited to escrow instructions and (ii) take such other and further actions, as may be necessary and proper to carry out the terms of the Agreement.

PASSED, APPROVED, and ADOPTED this 19th day of August, 2014.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

**ATTACHMENT
ITEM NO. |**

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

Between

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

SELLER

And

**CITY OF PORTERVILLE,
a California municipal corporation**

BUYER

DATED: _____, 2014

Exhibit A

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- EXHIBIT E - ESCROW HOLDER GENERAL PROVISIONS
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("Escrow Holder")

_____, California _____
Attention: _____
Telephone: _____
E-Mail: _____

Escrow No. _____
Date of Opening of
Escrow: _____

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of _____, 2014 ("Execution Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **CITY OF PORTERVILLE**, a California municipal corporation ("Buyer").

**ARTICLE 1
PROPERTY**

1.1 The Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property in Porterville, Tulare County, California, shown on the print dated February 5, 2014 attached as **Exhibit A** (the "Property"), together with all culverts, ballast, bridge structures and appurtenances thereto (the "Personal Property"), subject to the terms and conditions of this Agreement, any and all applicable federal, state and local laws, orders, rules, regulations, any and all outstanding rights of record or open and obvious on the ground, and all matters in the form of the Quitclaim Deed attached as **Exhibit B** (the "Deed"), including, without limitation, the following reservation:

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limitation, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property or to interfere with the use of the Property by Buyer, its successors or assigns. It is understood that this mineral reservation does not include any water rights.

1.2 The Bridges. All of Seller's right, title and interest in and to the Bridges shall be transferred to Buyer by Bill of Sale in the form attached hereto as **Exhibit C** and made a part hereof.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price The purchase price ("Purchase Price") for the Property is THREE MILLION DOLLARS (\$3,000,000.00).

2.2 Payment of Purchase Price. Buyer shall pay the Purchase Price as follows:

2.2.1 Deposit. Concurrently with Buyer's execution and delivery of this Agreement to Seller, Buyer shall deliver to Escrow Holder, for deposit into the above-referenced numbered escrow account (the "Escrow"), the sum of TEN THOUSAND DOLLARS (\$10,000.00) as a deposit toward the Purchase Price (the "Deposit"). Buyer shall pay the Deposit by cashier's or certified check drawn upon a California financial institution, or by cash deposit or a wire transfer of U.S. funds for immediate credit ("Good Funds"). The Deposit will be applied towards the Purchase Price at Closing (as defined in Section 8.2.1) and will become nonrefundable upon the expiration of the Feasibility Review Period (as defined in Section 5.3), except in the event of a material default by Seller or the failure of a condition precedent to Buyer's obligations hereunder, or termination of this Agreement pursuant to Article 10.

2.2.2 Investment of Deposit. The Deposit, upon receipt by Escrow Holder, will be invested by Escrow Holder in an interest-bearing money market or a savings account with a national banking association or federally chartered savings and loan association. Interest earned on the Deposit will accrue to the benefit of Buyer; provided, however, that in the event of any default by Buyer under this Agreement, all interest on the Deposit will accrue to the benefit of Seller. All references to the Deposit in this Agreement include any interest accrued on the Deposit from Escrow Holder's investment thereof. Escrow Holder shall use Buyer's tax identification number which is 94-6000398 to report any interest which may accrue on the Deposit.

2.2.3 Balance. At least one (1) business day prior to the Closing Date (as defined in Section 8.2.1), Buyer shall deliver to Escrow Holder a sum equal to the Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 8.6 through 8.8, less the amount of the Deposit. Buyer shall pay such sum in Good Funds.

2.3 Deposit as Liquidated Damages. IN THE EVENT THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, ESCROW HOLDER MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW. IF ESCROW IS CANCELLED, THEN SELLER WILL THEREUPON BE RELEASED FROM ITS OBLIGATIONS UNDER THIS AGREEMENT. THE DEPOSIT WILL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES, BUYER SHALL DELIVER TO SELLER ALL OF THE MATERIALS REQUIRED TO BE DELIVERED TO SELLER PURSUANT TO SECTION 3.2, AND ESCROW HOLDER IS HEREBY AUTHORIZED AND INSTRUCTED TO RELEASE THE DEPOSIT TO SELLER. ESCROW HOLDER IS HEREBY RELIEVED OF LIABILITY FOR SO RELEASING THE DEPOSIT TO SELLER. IF BUYER ATTEMPTS TO INTERFERE

WITH THE RELEASE OF THE DEPOSIT BY ESCROW HOLDER TO SELLER, THEN SELLER WILL NOT BE LIMITED IN THE AMOUNT OF DAMAGES IT MAY RECOVER FROM BUYER. IN THE EVENT OF A DEFAULT BY BUYER AS AFORESAID, BUYER SHALL PAY ALL TITLE AND ESCROW CANCELLATION CHARGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES OR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT, THE ACTUAL TITLE, AND ESCROW CANCELLATION CHARGES AND BUYER'S DELIVERY OF THE MATERIALS DESCRIBED IN SECTION 3.2 HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS REASONABLE LIQUIDATED DAMAGES PURSUANT TO THE TERMS HEREOF AND CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 AND WILL CONSTITUTE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT ON THE PART OF BUYER PROVIDED THE DEPOSIT IS RELEASED TO SELLER AS AFORESAID. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 2.3, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A DEFAULT BY BUYER, THE OBLIGATIONS OF AND INDEMNITY BY BUYER IN SECTION 3.2, THE CONFIDENTIALITY PROVISIONS OF SECTION 12.21 AND THE PROVISIONS OF SECTIONS 9.3 AND 12.20 (HEREAFTER "SURVIVING OBLIGATIONS") WILL NOT BE LIMITED, IMPAIRED OR OTHERWISE AFFECTED BY ANY TERMINATION OF THIS AGREEMENT OR ANY LIQUIDATED DAMAGES RECEIVED BY SELLER PURSUANT TO THIS SECTION 2.3 AS A RESULT OF SUCH DEFAULT.

SELLER: _____

BUYER: _____

2.4 Waiver of Right to Record Lis Pendens. AS A MATERIAL CONSIDERATION FOR SELLER ENTERING INTO THIS AGREEMENT, BUYER EXPRESSLY WAIVES (A) ANY RIGHT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE, PART II, TITLE 4.5 (SECTION 405 – 405.61) OR AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY, (B) ITS RIGHT TO SPECIFIC PERFORMANCE IN CONNECTION WITH ANY ALLEGED DEFAULT BY SELLER HEREUNDER AND (C) ITS RIGHT TO BRING ANY ACTION THAT WOULD IN ANY WAY AFFECT TITLE TO OR THE RIGHT OF POSSESSION OF ALL OR ANY PORTION OF THE PROPERTY. BUYER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. BUYER ACKNOWLEDGES AND AGREES THAT PRIOR TO THE ACTUAL CLOSE OF ESCROW, BUYER DOES NOT AND WILL NOT HAVE ANY RIGHT, TITLE AND/OR INTEREST IN THE PROPERTY OR ANY PORTION THEREOF. BUYER AND SELLER HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO THE TERMS OF THIS WAIVER BY PLACING THEIR SIGNATURES OR INITIALS IN THE PLACE PROVIDED BELOW.

SELLER: _____

BUYER: _____

**ARTICLE 3
AS IS SALE; RELEASE AND INDEMNITY; INSPECTION**

3.1 As Is Sale; Release and Indemnity

3.1.1 "As Is" Sale. Buyer and its representatives, prior to the Closing Date, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations to which the Property is subject. Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer acknowledges and agrees that the Property is to be sold and quitclaimed to and accepted by Buyer in an "as is" condition with all faults, and that the Property has been used for, among other things, railroad operating right-of-way. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

3.1.2 Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, SELLER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS

OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE BY PLACING ITS SIGNATURE OR INITIALS BELOW.

Buyer's Initials

3.1.3 Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

3.1.4 General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

3.1.5 Survival. The provisions of this Section 3.1 will survive the Closing and the delivery of the Deed.

3.1.6 Additional and Independent Consideration. The release, indemnity and general allocation of environmental responsibility by Buyer under this Section 3.1 are additional and independent consideration to Seller for the sale and purchase of the Property, without which Seller would not sell the Property for the Purchase Price.

3.2 Inspection

3.2.1 During the term of the Feasibility Review Period (as defined in Section 5.3), Buyer and its representatives (including architects and engineers) have the right to enter upon and inspect the Property and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of California as Buyer may reasonably require. Such inspections and tests must not materially damage the Property in any respect, and must be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Buyer shall notify Seller in writing at least forty-eight (48) hours prior to the date that each and every of such testing or inspections are to be conducted on the Property, and provide evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance, which insurance must name Seller as an additional insured. If Buyer wishes to perform any environmental sampling, then Buyer shall (a) before conducting any sampling, provide Seller with Buyer's work plan for sampling and shall modify the work plan as reasonably requested by Seller, (b) give Seller reasonable advance notice of the dates when sampling will be conducted so that Seller and/or its consultants have the opportunity to be present, (c) conduct any sampling in accordance with the work plan referred to under (a) above and with generally accepted environmental engineering standards, and (d) provide Seller with the draft report on such sampling for Seller's review and comments prior to the report being placed in final form, and give reasonable consideration to such comments. **To the extent permitted under California public records laws, Buyer and its agents and contractors will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. In the event Buyer receives a public records request for such information, Buyer shall provide Seller notice of such request. If Buyer discovers hazardous or toxic substances or materials on the Property, Buyer will immediately notify Seller.**

3.2.2 Following each entry by Buyer on the Property, Buyer shall promptly restore the Property to its original condition as existed prior to any such inspections and/or tests. If Buyer, its agents, representatives or employees undertake any boring or other disturbance of the soil, the soil so disturbed must be recompacted to the original condition of the Property and Buyer shall obtain at its own expense a certificate from a soils engineer that certifies that such soil so disturbed has been recompacted to the original condition of the Property.

3.2.3 Buyer shall indemnify, hold harmless and defend (with counsel acceptable to Seller) Seller and Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), its and their officers, agents servants and employees against and from any and all liability, loss, cost, damage or expense (including, without limitation, attorneys' fees) of whatsoever nature growing out of or

in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises from or is related to the occupation or use of the Property by, Buyer, its officers, agents or employees before Closing and occurs from any such cause.

3.2.4 If Buyer discovers any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Buyer shall immediately notify Seller of the same, and Buyer will be subject to the confidentiality provisions of Section 3.2.1 above and Section 12.21. As a material consideration for Seller entering into this Agreement, Buyer shall, upon request by Seller, promptly deliver to Seller, without charge therefor, the results and copies of any and all surveys, reports, tests, studies or assessments made by or for Buyer, development approvals and correspondence with governmental entities with respect to the Property.

3.2.5 Buyer shall pay in full for all materials joined or affixed to the Property and for all persons who perform labor upon the Property, and must not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Buyer. Buyer shall indemnify, hold harmless and defend (with counsel acceptable to Seller) Seller and Seller's affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished before Closing.

3.2.6 The indemnity obligations of Buyer under this Section will survive any termination of this Agreement or the delivery of the Deed and the transfer of title.

ARTICLE 4 TITLE TO PROPERTY

4.1 Title. At the Closing (as defined in Section 8.2.1), Seller shall execute and deliver to Buyer the Deed to the Property in the form of **Exhibit B** attached hereto. Title will be evidenced by the issuance by Chicago Title Company ("Title Company") of a CLTA Standard Coverage Owner's Policy of Title Insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

4.1.1 A lien to secure payment of real property taxes and assessments, not delinquent;

4.1.2 Matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer;

4.1.3 Standard exceptions in the Title Policy, and exceptions that are disclosed by the Title Report described in Section 5.1 or any supplementary report and that are approved or deemed approved by Buyer in accordance with Section 5.1;

4.1.4 Any other exceptions or reservations set forth in the Deed; and

4.1.5 Those certain leases or licenses identified in the records of Seller listed on Exhibit B to Exhibit D (collectively, the "Licenses"). At Closing, the Licenses will be assigned by Seller to and assumed by Buyer to the extent the Licenses affect the Property, by duly executed Assignment and Assumption Agreement (the "Assignment") in the form attached as Exhibit D. Rentals and other payments under the Licenses shall be prorated between Seller and Buyer as of the date of Closing.

4.2 Signboards. Four (4) advertising signboards and signboard appurtenances are located on the Property pursuant to Master Signboard Site License Agreement between Seller and Eller Media Company ("Eller") dated September 30, 1997 (the "Eller Agreement"), and pursuant to the following sublicense agreements with Eller:

(a) Agreement dated March 28, 1968 with Euclid Citrus Association, as amended, identified in the records of Seller as Audit No. S119170;

(b) Agreement dated November 23, 1954 with Glen O. Pettis, as amended, identified in the records of Seller as Audit Nos. S105464;

(c) Agreement dated August 2, 1973 with Cleveland Outdoor Advertising, as amended, identified in the records of Seller as Audit No. S172523; and

(d) Agreement dated April 1, 1994 with 3M National, as amended, identified in the records of Seller as Audit No. Audit S713771 (collectively, the "Sublicenses").

Upon Closing, Seller will send or cause to be sent to Eller notice of (1) withdrawal of the signboard sites on the Property from the Eller Agreement, and (2) Seller's election to have the Sublicenses assigned to Buyer if Closing occurs. The notice of withdrawal and election to assign the Sublicenses will be given in accordance with the provisions of the Eller Agreement. The withdrawal will be effective not less than thirty-five (35) days after the notice of withdrawal is sent to Eller. Seller will have no duty to enforce the obligations of Eller or the sublicensees with respect to withdrawal of the signboard sites or the assignment of the Sublicenses. Seller will, upon request from Buyer, assign to Buyer any of Seller's rights to enforce any such obligations of Eller and/or the sublicensees. The fee of \$_____ under the Eller Agreement for withdrawal of the signboard sites will be paid by Seller.

4.3 Unidentified Licenses. Seller agrees to deliver to Buyer, within thirty (30) days after the Execution Date, copies of all agreements covering the Property that are disclosed by Seller's Standard Real Estate Search. Seller's Standard Real Estate Search means the following procedure: Seller's Real Estate Department (i) determines the location of the property in question and converts the information into a data base inquiry which is run against Seller's Real

Estate Management System data base of over 300,000 active agreements to generate a list of documents affecting the property in question as revealed by the data base, and (ii) searches for the listed documents in the Real Estate Department records in Omaha, Nebraska, which location is where documents in Seller's Real Estate Management System data base are stored and maintained in the ordinary course of Seller's business. If any agreement that affects the Property is identified during Seller's Standard Real Estate Search, Seller's rights (including, without limitation, any income) and obligations under such agreement, to the extent such agreement affects the Property, will be assigned to and assumed by Buyer at Closing. Seller makes no representations or warranties with respect to the accuracy or completeness of the list of agreements generated by Seller's Standard Real Estate Search. Buyer acknowledges that the Property may be subject to licenses and other third party rights ("Unidentified Licenses") that have not been identified by Seller to Buyer from Seller's review of its records. It is the responsibility of Buyer to determine if any of these Unidentified Licenses exist. If any Unidentified License that affects the Property is identified after the Execution Date, Seller's rights (including, without limitation, any income) and obligations under such Unidentified License will be assigned to and assumed by Buyer at or after Closing to the extent such Unidentified License affects the Property, by duly executed Assignment in the form of **Exhibit D**.

4.3 Extended Coverage. Buyer, at its option and at its sole cost and expense, may obtain ALTA extended coverage and/or an ALTA survey, provided, however, that the failure to obtain such extended coverage will not be a condition to nor delay the Close of Escrow beyond the Closing Date, and that Seller will not be required to assume any obligations or liabilities in addition to Seller's obligations and liabilities under this Agreement.

ARTICLE 5 BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Approval of Title.

(a) Within thirty (30) days after Opening of Escrow, Buyer, at its sole cost and expense, shall obtain a preliminary title report on the Property ("Title Report") together with copies of all the documents referred to in the Title Report that are provided by the Title Company with the Title Report, and furnish a copy of same to Seller. Within the earlier to occur of (i) sixty (60) days after receipt by Buyer of the Title Report, or (ii) ninety (90) days after Opening of Escrow ("Title Contingency Date"), Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer ("Disapproved Items"). If Buyer timely notifies Seller of Disapproved Items and all or some of the Disapproved Items (except for those Disapproved Items, if any, which will be removed upon the Close of Escrow in accordance with the terms of this Agreement) are not cured or deleted as exceptions to title within ten (10) days after Seller's receipt of Buyer's Title Notice ("Seller's Cure Period"), Buyer will have the option of either waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow or terminating this Agreement, in which event the

provisions of Section 5.1(b) will govern. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any Disapproved Item set forth in Buyer's Title Notice, will be deemed a cure by Seller of such Disapproved Item. In the event Buyer elects to terminate this Agreement pursuant to this Section 5.1, Buyer shall notify Seller of its election by written notice no later than five (5) days after expiration of Seller's Cure Period. Buyer's failure to timely deliver written notice to Seller of its election will be deemed to be Buyer's election to proceed to the Close of Escrow and to waive its disapproval of such Disapproved Items. In no event will Seller's failure to cure or delete as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) If this Agreement is terminated pursuant to this Section 5.1., the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.2 Legal Description. Within ninety (90) days after Opening of Escrow, Buyer, at its sole cost and expense, shall prepare a legal description of the Property and shall deliver the same to Seller for Seller's review and approval. Seller shall provide Buyer written notice of Seller's approval or disapproval of the legal description within twenty (20) days after Seller's receipt of the legal description. Failure to provide such notice shall be deemed notice of disapproval. In the event Seller disapproves the legal description, Seller shall have thirty (30) days to prepare a corrected legal description at its sole cost and expense. Such corrected legal description shall be subject to Buyer's review and approval. If this Agreement is terminated pursuant to this Section 5.2, the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.3 Feasibility Review. Buyer will have approved, within ninety (90) days after Opening of Escrow ("Feasibility Review Period"), the condition of the Property and the feasibility of the Buyer's development plan therefor. Buyer's feasibility review pertains to Buyer's review of and satisfaction with the following:

- (i) The availability of approvals by all governmental bodies having jurisdiction over the Property for Buyer's development of the Property; and
- (ii) Buyer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Property.

Buyer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Buyer's disapproval of any of the foregoing matters; provided however, that if Buyer fails to notify Seller and Escrow Holder of Buyer's disapproval of the feasibility of Buyer's proposed development of the Property by written notice delivered to Seller no later than the date of expiration of the Feasibility Review Period, Buyer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 5.3, the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (except for the Surviving Obligations).

5.4 Compliance by Seller. Seller will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE 6 SELLER'S CONDITIONS TO CLOSING

The following are conditions precedent to Seller's obligation to sell the Property.

6.1 Seller's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with Seller's Management Policy Statement. Seller shall give Buyer notice of approval or disapproval within sixty (60) days after the Opening of Escrow, and failure to give such notice within said time period will be deemed notice of disapproval. If, within such 60-day time period the terms of this Agreement are not approved for any reason in accordance with Seller's Management Policy Statement, then this Agreement will be deemed terminated forthwith. If this Agreement is terminated pursuant to the foregoing provisions of this Section 6.1, the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (except for the Surviving Obligations).

6.2 Property Removal from Lease. The Property is presently included in a lease between Seller and San Joaquin Valley Railroad Co., identified in Seller's records as Audit No. SPX4908 (the "Lease"). On or before Closing, Seller shall cause the Property to be removed from the Lease and provide evidence of same to Buyer.

6.3 Compliance by Buyer. Buyer will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE 7 SUBDIVISION MAP ACT

7.1 Subdivision Compliance. This Agreement is expressly conditioned upon any necessary compliance with the California Subdivision Map Act ("Subdivision Compliance"). If Buyer determines the Property is not already in compliance, Buyer shall undertake and use commercially reasonable efforts to pursue, at its sole cost and expense, such action as may be necessary, if any, to effect Subdivision Compliance. In the event that Buyer has not effected any necessary Subdivision Compliance by the end of the Feasibility Review Period, Buyer may terminate this Agreement by written notice sent to Seller not later than the end of the Feasibility Review Period, Buyer shall bear all escrow cancellation and similar fees, the Deposit will be returned to Buyer, and neither party will have any further rights or obligations (except for the Surviving Obligations). Notwithstanding the foregoing, the parties acknowledge that it is the intent of the parties that this transaction will be exempt from the mapping requirements of the California Subdivision Map Act due to Seller's status as a public utility, and the legal description of the Property shall be a metes and bounds description and not a platted parcel.

7.2 Seller's Cooperation. In connection with Buyer pursuing any necessary Subdivision Compliance, Seller shall cooperate in good faith by executing necessary documents, provided, however, that Seller shall not be required to incur any cost or expense in connection therewith and that any action Buyer desires Seller to take shall be reasonably acceptable to Seller as to substance and legal form. In no event shall Buyer take any action (nor shall Seller be required to take any action) in connection with such Subdivision Compliance which would (a) affect in any manner whatsoever Seller's adjacent property, (b) encumber the Property prior to Closing of Escrow, (c) obligate Seller as owner of the Property or otherwise to pay money, construct improvements or dedicate any interest in real property, or (d) detrimentally affect the value, use or development of the Property or Seller's adjacent property.

7.3 Termination If the City of Porterville or other governmental entity having jurisdiction attaches conditions to any necessary Subdivision Compliance which are unacceptable to Seller, Seller may terminate this Agreement. In the event of such termination, the Deposit will be returned to Buyer, the parties shall share equally all escrow cancellation and similar fees, and neither party will have any further rights or obligations (except for the Surviving Obligations).

ARTICLE 8 OPENING AND CLOSING OF ESCROW

8.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit three (3) executed counterparts of this Agreement (and Buyer shall deposit the Deposit) with Escrow Holder and this instrument will serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby, including Escrow Holder's general provisions which are contained in **Exhibit E** attached hereto to the extent said general provisions do not conflict with the provisions contained in these Escrow Instructions. Escrow Holder shall insert the date of the Opening of Escrow on the upper right hand corner of the first page of this Agreement on each of the three counterparts. The Opening of Escrow is the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller and has received the Deposit from Buyer. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder is responsible only for undertaking such matters in conjunction with the Closing as are specifically provided for in this Agreement or in any additional or supplementary escrow instructions delivered by the parties. If the Opening of Escrow has not occurred by _____, 2014, this Agreement will be null and void and of no further force and effect.

8.2 Closing.

8.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") will occur and delivery of all items to be made at the Closing under the terms of this Agreement will be made within thirty (30) days after expiration of the Feasibility Review Period (the "Closing Date").

8.2.2 Preclosing Conditions. Provided that Escrow Holder can comply with these instructions, that Escrow Holder has received the deliveries described in Sections 8.3 and 8.4 below, that Escrow Holder has not received prior written notice from a party that any condition to such party's obligations has not been fulfilled, or that Buyer has elected to terminate its rights and obligations under this Agreement pursuant to Article 5 or Seller has elected to terminate its rights and obligations under this Agreement pursuant to Article 6 and the Title Company has issued or is unconditionally prepared to issue to Buyer, as of the Closing Date, the Title Policy, then Escrow Holder is authorized and instructed to (a) record the Deed, (b) deliver the Purchase Price to Seller, less prorations and costs of Escrow in accordance with Section 8.6, (c) deliver a conformed copy of the recorded Deed, a fully executed counterpart of each of the Bill of Sale, and the Assignment to Buyer and Seller, and (d) deliver the closing statements to Buyer and Seller in accordance with Section 8.2.4. Escrow Holder is instructed to request that the amount of the documentary transfer tax due be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record is made, which request must be in the form of **Exhibit F**.

8.2.3 Failure to Close. If the Closing does not occur on or before the Closing Date, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party will have any further obligations hereunder (other than the Surviving Obligations) and, unless the Escrow fails to close due to (a) a material default by Seller, (b) the failure of a condition precedent to Buyer's obligations hereunder, or (c) termination of this Agreement pursuant to Article 10, the Deposit and any interest accrued thereon will be paid to or retained by Seller, and all documents and other instruments must be returned to the party depositing the same into Escrow. If neither party is in default, then Buyer and Seller will share equally the cost of cancellation of Escrow. If only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow will be without prejudice to whatever legal rights, as such rights may be limited by the terms of this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

8.2.4 Notification: Closing Statements. If Escrow Holder cannot comply with the instructions in this Agreement and to be provided, Escrow Holder is not authorized to cause the recording of the Deed or close this Escrow. If Escrow Holder is unable to cause the recording of the Deed, Escrow Holder shall notify Jennifer Byers at (559) 782-7460 and Jason Sokolewicz at (402) 544-8580, without delay. If Escrow Holder is able to comply with the instructions herein and to be provided, at the Closing Escrow Holder shall deliver to Seller at the addresses provided in Section 12.9 a true, correct and complete copy of the Seller's closing statement, in the form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 12.9 a true, correct and complete copy of Buyer's closing statement, in the form customarily prepared by Escrow Holder.

8.3 Deliveries by Seller. Not later than one business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following items:

8.3.1 Deed. The Deed in the form of **Exhibit B** duly executed and acknowledged by Seller.

8.3.2 Bill of Sale. The Bill of Sale in the form of **Exhibit C** duly executed by Seller.

8.3.3 Assignment. The Assignment in the form of **Exhibit D** duly executed by Seller.

8.3.4 Transfer Tax Letter. The Transfer Tax Letter duly executed by Seller in the form of **Exhibit F**.

8.3.5 Non-Foreign Status Certificate. A Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 duly executed by Seller.

8.3.6 California Form 593-C. California Form 593-C (Real Estate Withholding Certificate) duly executed by Seller.

8.3.7 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement that have not previously been delivered.

8.4 Deliveries by Buyer. Not later than one (1) business day prior to the Closing Date (or such other time specified below), Buyer shall deposit with Escrow Holder the following items:

8.4.1 Purchase Price. A sum, including the Deposit, in an amount equal to the Purchase Price, plus Buyer's share of the prorations and costs of Escrow that are required pursuant to this Article 8 to close Escrow.

8.4.2 Bill of Sale. The Bill of Sale in the form of **Exhibit C** duly executed by Buyer.

8.4.3 Assignment. The Assignment in the form of **Exhibit D** duly executed by Buyer.

8.4.4 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement that have not been previously delivered.

8.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

8.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, and rentals under the Licenses, if any, will be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer agree that any of the aforesaid prorations that cannot be calculated accurately as of the Closing Date will be prorated on the basis of the parties' reasonable estimates, and will be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment will promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, will pay interest thereon at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment.

If the real property taxes on the Property are assessed as part of Seller's State Board of Equalization ("SBE") assessment in Tulare County, California, then Seller may collect from Buyer at Closing Buyer's share of such real property taxes from the date of Closing through the period ending on June 30 after the January 1 following the date of Closing, and Seller shall then pay when due Seller's SBE assessment. For example, if Closing occurs on July 15, 2014, then Seller may collect real property taxes from July 15, 2014 to and including June 30, 2015, or if Closing occurs on January 30, 2015, then Seller may collect such taxes from January 30, 2015 through and including June 30, 2016.

8.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment will be prorated as of midnight at the end of the day preceding the Close of Escrow. All installments not then yet due whether or not the same have been prepaid will not be prorated and Buyer shall assume such bonds or assessments. Any prepaid assessments made in advance of its due date will be credited to Seller. In addition, Buyer shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the Property for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by the City of Porterville, and those for (a) common area improvements, whether or not specifically set forth in this Agreement, (b) local assessment or improvement districts, (c) any special tax assessments, (d) traffic mitigation improvements, (e) park and recreation fees, and/or (f) any other public facility infrastructure or traffic mitigation required or imposed by the City of Porterville. Buyer shall assume all such bonds or future assessments without offset or adjustment.

8.8 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow will be paid by Buyer, including, without limitation, all recording charges, the premium for the Title Policy, the cost of any documentary or other transfer taxes applicable to the sale, and all other standard costs and charges of the Escrow.

8.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price less Seller's share of prorations as determined pursuant to Section 8.6 in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent by wire transfer as follows:

US Bank
 Omaha, Nebraska 68102
 ABA Routing #104000029
 For Credit Union Pacific Railroad Company
 Account No. 148744571164

Escrow Holder shall wire such funds to Seller as of 11:00 a.m. PST on such date in order that such funds may be received by Seller on the Close of Escrow; provided, however, that if such funds cannot be wired to Seller on the Close of Escrow, Escrow Holder shall, unless otherwise directed in writing by Seller, invest the funds overnight in an interest-bearing account.

8.10 Delivery of Documents. Upon the Close of Escrow, Escrow Holder shall promptly deliver all instruments and documents to such party's attorney specified in Section 12.9, and if no attorney is specified, then to such party directly. Escrow Holder shall promptly deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of the same.

8.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow and Escrow Holder is released of any liability in connection with same.

ARTICLE 9 REPRESENTATIONS, WARRANTIES AND COVENANTS;

9.1 Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, as follows:

9.1.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in California.

9.1.2 Enforceability. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are intended, provided Buyer has duly executed those documents requiring Buyer's signature, to be legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

9.1.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other

action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Seller.

9.2 Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

9.2.1 Organization. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

9.2.2 Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

9.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Buyer.

9.3 Mutual Representations and Covenants, Brokers and Finders. No broker's fee, finder's fee, commission or similar compensation will be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim; and Seller, if such claim is based upon any agreement alleged to have been made by Seller, agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section will survive the Close of Escrow or termination of this Agreement.

9.4 Post-Sale Conditions. The Property shall be quitclaimed by Seller subject to the following covenant, condition and restriction which Buyer by the acceptance of the Deed shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

ARTICLE 10 ACQUISITION UNDER THREAT OF CONDEMNATION

10.1 Condemnation. Intentionally deleted.

ARTICLE 11 POSSESSION

Possession of the Property will be delivered to Buyer on the Close of Escrow, subject to any Licenses.

ARTICLE 12 MISCELLANEOUS

12.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in Closing and carrying out the transactions contemplated by this Agreement.

12.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing will be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived.

12.3 Successors and Assigns.

(a) This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, except as provided below. Any assignment, encumbrance or other transfer in violation of the foregoing will be void and Buyer will be deemed in default hereunder.

(b) Notwithstanding the foregoing, Buyer may assign this Agreement, with Seller's prior written consent, which shall not be unreasonably withheld; provided that such entity assumes the provisions of this Agreement, in writing for the benefit of Seller, in form and substance satisfactory to Seller, and that at least ten (10) days prior to the Closing Date, Buyer shall give Seller written notice of the assignment together with a fully executed original of the assignment and assumption agreement. No assignment by Buyer will relieve Buyer of its obligations under this Agreement.

12.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or

by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor will any provision give any third persons any right to subrogation or action over or against any party to this Agreement.

12.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

12.6 Amendment. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the party to be bound.

12.7 Waiver. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

12.8 Timeliness. Seller and Buyer acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement and that failure to timely perform any of the material terms, conditions, obligations or provisions of this Agreement by either party is a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

12.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") must be in writing and must be (a) personally delivered; (b) delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices will be deemed received at the earlier of (a) actual receipt or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices must be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller: UNION PACIFIC RAILROAD COMPANY
 ATTN: Jason Sokolewicz, Manager – Real Estate
 1400 Douglas Street, Mail Stop 1690
 Omaha, Nebraska 68179
 Telephone: (402) 544-8580

With copy to: UNION PACIFIC RAILROAD COMPANY
 ATTN: Madeline E. Roebke, General Attorney
 1400 Douglas Street, Mail Stop 1580
 Omaha, Nebraska 68179
 Telephone: (402) 544-1121

If to Buyer: CITY OF PORTERVILLE
 ATTN: Jennifer Byers, Acting Community Development Director
 291 Main Street
 Porterville, California 93257
 Telephone: (559) 782-7460

12.10 Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, will be brought in the county in which the Property is located.

12.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.

12.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, will not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement will remain in full force and effect.

12.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) will include all numbers, and each gender will include all genders.

12.15 Joint and Several Liability. In the event either party hereto now or hereafter consists of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations will be jointly and severally liable as parties under this Agreement.

12.16 Recording. Neither party may record this Agreement or any memorandum thereof.

12.17 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

12.18 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

12.19 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

12.20 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement or any closing document, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement or any closing document, then the successful or prevailing party or parties in such undertaking (or the party that would prevail if an action were brought) will be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section will survive the Close of Escrow or the termination of this Agreement.

12.21 Confidentiality. All information, studies and reports relating to the Property obtained by Buyer, either by the observations and examinations of its agents and representatives or as disclosed to it by Seller, must remain confidential and Buyer shall not disclose any such matters to any person or governmental agency except as unconditionally required by law. If the transaction contemplated herein fails to close for any reason, Buyer shall deliver and return to Seller, at no cost to Seller, all such information, reports and studies, provided by Seller, and Buyer shall make no further distributions or disclosures of any such information, reports and studies, unless and to the extent unconditionally required by law, including the California Public Records Act. Buyer agrees that, to the extent permitted by law, except for its lender, accountants, attorneys or a permitted assignee of Buyer, Buyer shall keep the contents of this Agreement confidential and that no publicity or press release to the general public with respect to this transaction shall be made by Buyer without the prior written consent of Seller. The provisions of this Section will survive the termination of this Agreement.

12.22 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property will exist, and this writing will have no binding force or effect, until executed and delivered by both Seller and Buyer.

12.23 Back-Up Offers. Intentionally deleted.

12.24 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

12.25 Merger. Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of Buyer and Seller in this Agreement will merge into the Deed to be delivered by Seller to Buyer at Closing and will not survive the Closing of Escrow.

12.26 Tax-Deferred Exchange. Seller may arrange for the exchange upon the Closing of Escrow of one or more parcels of property for the Property in order to effect a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and comparable provisions of state statutes. Buyer agrees to cooperate with Seller in connection with any such exchange. Such cooperation by Buyer shall include, but is not limited to, executing documents as reasonably may be required by Seller.

SELLER:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____

Name: _____

Title: _____

BUYER:

**CITY OF PORTERVILLE,
a California municipal corporation**

By: _____

Name: _____

Title: _____

THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT OF THE DEPOSIT AND THREE (3) EXECUTED COPIES OF THIS AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

ESCROW HOLDER:

By: _____
_____, Escrow Officer

EXHIBIT A

PRINT OF PROPERTY TO BE ATTACHED

EXHIBIT B

RECORDING REQUESTED BY
And When Recorded Mail to:

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

Mail Tax Statements to:

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

Space Above Line for Recorder's Use Only

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **CITY OF PORTERVILLE**, a California municipal corporation, Grantee, whose address is 291 N. Main Street, Porterville, California 93257, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Tulare County, State of California, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof.

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns. It is understood that this mineral reservation does not include any water rights.

The Property is quitclaimed by Grantor subject to the following covenant, condition and restriction which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the ____ day of _____, 2014.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Attest:

Assistant Secretary

By: _____
Title: _____

(Seal)

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ___ day of _____, 2014, before me, _____,
Notary Public in and for said County and State, personally appeared
_____ and _____ who are the
_____ and the Assistant Secretary, respectively, of Union Pacific
Railroad Company, a Delaware corporation, and who are personally known to me (or proved to
me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the
within instrument, and acknowledged to me that they executed the same in their authorized
capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of
which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

BILL OF SALE

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller") for and in consideration of One Dollar (\$1.00) and other valuable consideration does hereby sell, transfer and deliver to CITY OF PORTERVILLE, a California municipal corporation ("Buyer"), its successors and assigns, the following described personal property (collectively, the "Personal Property"), to wit:

All culverts, ballast, bridge structures and appurtenances thereto located on certain real property located in Porterville, Tulare County, California, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof.

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE BUYER IS PURCHASING THE PERSONAL PROPERTY DESCRIBED ABOVE IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS, AND ASSUMES FROM AND AFTER THE DATE HEREOF ALL RISKS IN CONNECTION THEREWITH, ACKNOWLEDGING THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY AND KNOWS ITS CONDITION. BUYER AND SELLER AGREE TO SIGN **EXHIBIT B** HERETO ATTACHED AND HEREBY MADE A PART HEREOF.

By its acceptance of this Bill of Sale and from and after the date hereof, Buyer, its successors and assigns, agrees that, in its use and maintenance of the Personal Property, it will accept and assume all liability, loss, damage, costs and expenses arising from or growing out of the existence, use or maintenance of the Personal Property, including any third party's use or maintenance of the Personal Property.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have each duly executed this instrument as of the ____ day of _____, 2014.

SELLER:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Name: _____
Title: _____

BUYER:

**CITY OF PORTERVILLE,
a California municipal corporation**

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
BILL OF SALE

LEGAL DESCRIPTION

EXHIBIT B
TO
BILL OF SALE

1. The attached **Attachment 1** contains consumer information concerning the proper handling and distribution of creosote pressure-treated wood.

2. Buyer shall provide information on the safe and proper handling of chemically treated ties to each person or company to whom it sells or otherwise conveys ties purchased hereunder. Such information shall include, but not be limited to, delivery to each and every worker and to all persons and companies of a copy of the MSDS Data Sheet Creosote Pressure Treated Wood that is attached hereto and marked Attachment 1, in such translations and along with such other information as may be necessary, to allow such workers, persons and companies to understand and employ safe and proper methods of use, handling and disposal.

3. In addition to providing information, Buyer shall dispose of (and/or store if ties are removed and stored) any and all ties purchased hereunder in a safe manner and in accordance with all applicable federal, state and local laws and regulations and the lawful requirements of responsible government agencies.

4. Buyer shall require the same commitments by contract with any person or company to which it sells ties for resale which are purchased hereunder.

5. Buyer shall defend, indemnify and save harmless Seller, its successors and assigns, from and against all costs, expenses, fines penalties and other liability whatsoever arising directly or indirectly, whether in whole or in part, out of the failure of Buyer to perform any of its obligations described herein.

Dated this _____ day of _____, 2014.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

**CITY OF PORTERVILLE,
a California municipal corporation**

By: _____
Title: _____

ATTACHMENT 1

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto CITY OF PORTERVILLE, a California municipal corporation ("Assignee"), all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property described in Exhibit A (the "Property"), which Licenses, and all amendments thereto, are described in Exhibit B, together with all security deposits and other deposits held by Assignor under the terms of said Licenses.

TO HAVE AND TO HOLD the Licenses unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption will inure to and be binding upon the parties, their successors and assigns.

Dated the ____ day of _____, 2014.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: _____

**CITY OF PORTERVILLE,
a California municipal corporation**

By: _____
Title: _____

EXHIBIT A TO EXHIBIT D

**LEGAL DESCRIPTION OF PROPERTY
TO BE ATTACHED**

EXHIBIT B TO EXHIBIT D

LIST OF LICENSES TO BE ASSIGNED

EXHIBIT E

ESCROW HOLDER GENERAL PROVISIONS

EXHIBIT F

**SEPARATE STATEMENT OF
DOCUMENTARY TRANSFER TAX**

County Recorder
Tulare County
221 S. Mooney Blvd, Room 103
Visalia, California 93291

_____, 2014

Ladies and Gentlemen:

In accordance with Revenue and Taxation Code Section 11932, it is requested that this statement of documentary transfer tax not be recorded with the attached deed, but affixed to the deed after recordation and before return as directed on the deed.

The deed names UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, as Grantor, and CITY OF PORTERVILLE, a California municipal corporation, as Grantee. The property being transferred is located in the City of Porterville, County of Tulare, State of California.

The amount of documentary transfer tax due on the attached deed is _____ Dollars (\$ _____), computed on the full value of the property (less the value of any liens and encumbrances remaining on the property at the time of sale).

Very truly yours,

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: _____

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of August, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
TO RESCIND RESOLUTION NO. 61-2014

WHEREAS, at the August 19, 2014, City Council meeting, the Council approved Resolution 61-2014 which approved and authorized the Purchase and Sale Agreement and Escrow Instructions ("Agreement") with the Union Pacific Railroad Company; and

WHEREAS, the purpose of the acquisition is to preserve the railroad property within and near Porterville for the purpose of meeting future transportation needs; and

WHEREAS, the Property is generally defined as the 8.2± mile rail line which is bounded to the north by Frazier Hwy. (Avenue 196) and to the south by Teapot Dome Avenue (Avenue 128), together with all culverts, ballast, bridge structures and appurtenances; and

WHEREAS, upon review of the closing documents, the Union Pacific Railroad Company has requested that the Agreement not be recorded, but rather be adopted by reference through the resolution. Furthermore, an amendment to the Agreement has been approved and is incorporated therein.

NOW THEREFORE BE IT RESOLVED that the City Council does hereby rescind Resolution No. 61-2014.

This Resolution shall become effective on January 15, 2015.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

ATTACHMENT
ITEM NO. 2

RESOLUTION NO. ____-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AND AUTHORIZING THE PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS WITH THE UNION PACIFIC RAILROAD
COMPANY, A DELAWARE CORPORATION

WHEREAS, the City of Porterville desires to preserve the railroad property within and near Porterville for the purpose of meeting future transportation needs; and

WHEREAS, the Union Pacific Railroad Company, a Delaware Corporation has agreed to sell the abandoned 8.2± mile rail line, bounded to the north by Frazier Highway (Avenue 196) and to the south by Teapot Dome Avenue (Avenue 128), together with all culverts, ballast, bridge structures and appurtenances, to the City of Porterville; and

WHEREAS, City staff has negotiated an agreement dated September 23, 2014, and Amendment #1 dated January 15, 2015, for the purchase of the Property, which terms and conditions are set forth in the Purchase and Sale Agreement and Escrow Instructions.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein.

Section 2. That the Agreement is hereby approved.

Section 3. That the City Council authorizes and directs the City Manager and/or City Attorney to make any final modifications to the Agreement that are consistent with the substantive terms of the Agreement approved hereby, and to thereafter authorize the Mayor to sign the Agreement on behalf of the City.

Section 4. That the City Council authorizes and directs the Mayor to (i) sign such other and further documents, including, but not limited to, escrow instructions and, (ii) take such other and further actions, as may be necessary and proper, to carry out the terms of the Agreement.

PASSED, APPROVED, and ADOPTED this 20th day of January, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

ATTACHMENT
ITEM NO. 3

CITY COUNCIL AGENDA: JANUARY 20, 2015

SUBJECT: RATIFICATION OF EMERGENCY EXPENDITURES - REPAIR OF CITY WELL #16 AND AIRPORT WELL #1

SOURCE: PUBLIC WORKS - FIELD SERVICES

COMMENT: City of Porterville Well #16, located at 1495 W. Henderson Avenue, and Airport Well #1, located at 2200 Hope Street, have both experienced an operational failure. While the demand on the water system is currently low, it is imperative that we restore operation to both pumps prior to the demand for water increasing in the next few months. Failure to correct the issues will compromise the city's overall water system pressure.

City Code 2-38, Emergency Expenditures/Appropriations, authorizes an expenditure of up to \$100,000 in an extraordinary emergency for the preservation of the public peace, health, or safety. Pursuant to City Code 2-38, these circumstances were communicated to the Mayor by the City Manager and the expenditure was approved by the Mayor due to the extraordinary emergency of the situation. A copy of City Code 2-38 is attached for your reference.

Due to the need for an emergency repair, the normal sealed bid process was not used and emailed quotes were obtained. Securing the services of a pump repair company is challenging, especially during unprecedented drought conditions; however, the following bids were received from two local pump repair companies.

Company	Total	Availability
Valley Pump & Dairy Systems	\$96,479.28	Immediately
S.A. Camp Pump & Drilling Co.	\$105,949.00	May 2015
Zim Industries	<i>No bid returned</i>	

Valley Pump & Dairy Systems provided the lowest bid and is able to immediately start correcting all issues at City Well #16 and Airport Well #1, at a cost not to exceed \$97,000 (inclusive of all parts, taxes, and labor).

The urgency to get these wells operational has necessitated the approval of an emergency repair. Therefore, emergency authorization to engage the services of Valley Pump & Dairy Systems was obtained from the City Manager by the Public Works Director. Funding is available in the Water Operating Fund.

Dir BSC Appropriated/Funded AMB CM f

Item No. 18

RECOMMENDATION: That the City Council:

1. Ratify that the emergency repair of City Well #16 and Airport Well #1 were necessary and met the emergency criteria as promulgated in Article VII, Section 2-38 of the City Code;
2. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$97,000; and
3. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoices approved by the Public Works Director.

ATTACHMENT: City Code 2-38, Emergency Expenditures/Appropriations

P:\pubworks\GeneralCouncil\Authorization for Emergency Repair - City Well #16 and Airport 1 Well Pump - 2015-01-20.doc

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS:

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)

SUBJECT: Modification to Loan Agreement and Amendment to License and Development Agreement with the Tulare County Junior Livestock Show and Community Fair

SOURCE: Administration

COMMENT: In response to the request of the Fair, at its meeting on December 2, 2014, the City Council gave approval to proceed in the modification of the Construction Loan Agreement made in 2010 between the City and the Fair. Pursuant to the current Loan Agreement, the Fair made its required semi-annual payment of \$110,620 on January 15, 2015, thus reducing the current loan balance to \$1,297,733.53. Under the terms of the loan modification, a credit of \$59,679.45 would be granted for eligible development expenses associated with the ten (10) acre joint-use property, the Fair would pay \$38,054.08 toward reducing the current principal to \$1,200,000, and refinancing the new balance over twenty-five (25) years at an annual interest rate of four percent (4%). Instead of semi-annual payments in January and July of each year, the Fair would make a single annual payment in July (please see attached financing schedule). The Fair withdrew its proposal to modify the License and Development Agreement regarding the ten (10) acre joint-use property immediately adjacent to the east of the Fair in designating the property as exclusive use for the Fair, instead seeking a credit for eligible development expenses (\$59,679.45) of the property as specified in the Agreement (Part 4.3.3).

Consistent with the City Council's direction, the City Attorney has drafted an Amended Construction Loan Agreement, Promissory Note, and Addendum to the License and Development Agreement.

RECOMMENDATION: That the City Council approve the modification of the Construction Loan Agreement, and authorize the Mayor to sign all necessary documents.

- ATTACHMENTS:
1. Draft Amended Construction Loan Agreement
 2. Draft Promissory Note
 3. Draft Addendum to License and Development Agreement
 4. Draft Amortization Schedule
 5. Agenda Report of December 2, 2014

Dir  Appropriated/Funded  C/M 

ITEM NO. 19

AMENDED CONSTRUCTION LOAN AGREEMENT

THIS AGREEMENT is executed by the TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR, hereinafter called "FAIR," licensee of certain real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto, for the purpose of amending its loan from the CITY OF PORTERVILLE, owner of said real property, hereinafter called "CITY," the proceeds of which were used for the construction of certain improvements upon said real property consisting of Fairgrounds facilities. This loan agreement is contingent upon execution of Addendum No. 2 to License and Development Agreement between City of Porterville and Tulare County Junior Livestock Show and Community Fair. The License and Development Agreement, and Addendum Nos. 1 and 2 are attached hereto as Exhibit "B".

AGREEMENT FOR LUMP SUM PAYMENT AND NEW LOAN AMOUNT:

1. City has loaned the Fair the funds necessary for Fair to have constructed on the licensed real property, the improvements identified in Exhibit "B" in an amount of \$1,900,283.11. The current balance owed is \$1,387,540.42. The Fair proposes to pay, no later than February 1, 2015, the amount of \$208,353.53, in order to reduce the balance owed to the City to \$1,200,000.00. Said amount shall be paid by cash in the amount of \$148,674.08, and a \$59,679.45 credit for reimbursement for improvements owed to the Fair related to Parcel 2. Said loan shall be evidenced by a Promissory Note consistent with the terms of this Agreement and executed by the parties, the form of which is attached hereto as Exhibit "C," paid per the amortization schedule attached as part of Exhibit "C."

INTEREST:

2. Interest shall accrue on the balance owed by the Fair at the rate of four percent (4%) per annum, compounded annually on each July 15.

PAYMENTS:

3. Fair shall repay said loan, including principal and interest, in twenty five (25) annual payments, commencing with an interest and principal payment due on or before July 15, 2015, and each succeeding July 15 thereafter until paid in full. The term of the loan shall be 24 1/2 years commencing on January 20, 2015, and terminating on July 15, 2039. The amortization schedule is attached to this Agreement as part of Exhibit "C."

PREPAYMENT:

4. Fair may, at any time, prepay any or all of the amount then due and payable without imposition of any prepayment penalty.

NO PURCHASES UNDER CONDITIONAL SALES AGREEMENTS, ETC.:

5. The prior Construction Loan Agreement provided that no supplies, materials, equipment, fixtures, carpets, appliances, or any part of said improvements shall be purchased or installed under any conditional sales agreement, lease or under any other arrangement wherein the right is reserved or accrues to anyone to remove or to repossess any such items without prior written approval of the City. It is expressly agreed that all such items (other than leased items approved by City) become a part of the real property upon delivery to the site. It is understood by City and Fair that certain items such as fire and burglar alarms, video, and telephone equipment are routinely leased rather than purchased and remain the property of the installer.

SECURITY AGREEMENT:

6. Fair hereby grants to City a security interest in all supplies, materials, fixtures, carpets, appliances, furniture or equipment now or hereafter located on said real property, together with all proceeds thereof, including insurance proceeds paid or payable as the result of any loss, injury or damage of the foregoing collateral, whether or not City is named beneficiary under any such insurance. Fair further hereby provides that no third parties have any such security interest in the above-described collateral. Upon request, from time to time, Fair shall furnish City with an inventory of such collateral. Nothing contained in this paragraph shall affect the provisions of Paragraph 5.

INSURANCE:

7. Upon request, Fair agrees to furnish City with a valid fire and extended coverage insurance policy covering the collateral described in Paragraph 6 above, written by an insurance company satisfactory to City, in an amount as required by City, with loss payable to Fair and City as their interests may appear.

DEFAULT BY FAIR:

8. (a) In the event of a default by Fair in the performance of any of the terms, covenants and conditions contained in this agreement, or any Note given in conjunction herewith, or in the event of the filing of a Bankruptcy or chapter proceeding by or against Fair, all sums disbursed or advanced by City shall at the option of City immediately become due and payable, and City shall be released from any and all obligations to Fair under the terms of this agreement.

(b) In addition to any other consequences of default, should the Fair fail to make an annual loan payment within thirty (30) days of its due date, it is specifically understood and agreed as follows:

(i) this Construction Loan Agreement shall be terminated without any need for City to provide any further notices to Fair and without any right of Fair to cure such default; and

(ii) all improvements constructed or under construction on the subject real property shall immediately become the property of City with no right of Fair to receive any compensation therefore; and

(iii) that certain License and Development Agreement between City and Fair, dated December 10, 2009, as currently or hereafter amended, attached as Exhibit B, shall terminate and Fair shall no longer have any right or interest to occupy or use the subject real property; and

(iv) Fair shall immediately convey copies to City of all documents, records, contracts and invoices from contractors; materialmen, suppliers and parties providing professional services relating to the design, development and construction of all said improvements on the subject real property.

INDEMNIFICATION:

9. To the fullest extent permitted by law, Fair, and all of its representatives, agents, volunteers, agrees to indemnify and hold harmless City from and against any and all claims, damages, losses, liability or expense (including but not limited to attorney's fees) arising from the works of improvements contemplated herein or this loan transaction, including but not limited to, any claim made by any person performing labor or furnishing material by way of a mechanic's lien, stop notice, equitable lien, or other proceeding, and any claims made by any purchasers or the subject property or their successors, or any other person with regard to any claimed defects in design or construction of the improvements, unless (and only to the extent) caused by the negligence of the City.

INVOLVEMENT OF CITY IN LEGAL PROCEEDINGS:

10. The City shall have the right to commence, to appear in, or to defend any action or proceeding purporting to affect the rights or duties of the parties hereunder or the payment of any funds in said account and in connection therewith pay out of said deposited funds necessary expenses, employ counsel and pay his/her reasonable fees, all of which the undersigned agree to repay to the City upon demand.

INSPECTIONS BY CITY DO NOT CONSTITUTE SUPERVISION OF CONSTRUCTION:

11. Fair agrees that City shall be under no obligation to construct or supervise construction of improvements; that inspections by City of the construction of any improvements shall be for the purpose of protecting the security of City; that such inspections are not to be construed as a representation by City that the improvements

have been or will be constructed in strict compliance with said plans and specifications; and that such inspections are not to be construed as a representation that the construction is or will be free from faulty material or workmanship.

DESIGNATION OF CITY AS FAIR'S AGENT:

12. Fair does hereby irrevocably appoint, designate, empower and authorize City as Fair's agent, coupled with an interest, to sign and file for record any notices of completion, notices of cessation of labor, or any other notice or written document that City may deem necessary to file or record to protect its interest. The City is hereby irrevocably authorized to deliver copies of this contract or excerpts therefrom to any person, firm or corporation supplying labor, materials, supplies or equipment for the improvements contemplated by this Agreement or the preceding Construction Loan Agreement.

BOOKS AND RECORDS:

13. The Fair shall maintain complete and accurate books and records showing all of the income and disbursements made in connection with the work of improvements and such books and records shall be available for inspection and copy by the City upon request.

CITY'S RELIANCE ON STATEMENTS AND DISCLOSURES OF FAIR:

14. Fair has made certain statements and disclosures in order to induce City to make said loan and enter into this agreement, and in the event Fair has made material misrepresentations or failed to disclose any material fact, City may treat such misrepresentation or omission as a breach of this agreement, and the act of so doing shall not affect any remedies City may have under the promissory note and loan agreement for such misrepresentation or concealment.

CITY NOT LIABLE FOR ACTS OR OMISSIONS OF FAIR OR OTHERS:

15. City shall in no way be liable for any acts or omissions of Fair, any agent or contractor employed by Fair, or any person furnishing labor and/or materials used in or related to the construction of said improvements.

TIME OF THE ESSENCE:

16. Time is of the essence of this agreement and of each and every provision hereof. The waiver by City of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches.

SUCCESSORS AND ASSIGNS, AND INTEGRATED AGREEMENT:

17. This agreement is made for the sole benefit and protection of Fair and City, and City's successors and assigns, and no other person shall have any right of action or right to rely thereon. This agreement and the other executed loan documents contain all of the terms and conditions agreed upon between Fair and City, and no other agreement regarding the subject matter thereof shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.

VENUE:

18. The parties agree that this Agreement was entered into and is to be performed in Tulare County, California.

REVIEW BY LEGAL COUNSEL/ ATTORNEYS' FEES:

19. The parties agree that they have each had the opportunity for legal counsel to review this agreement. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum as and for its attorneys' fees in the litigation, which

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shall be determined by the court in that litigation or in a separate action brought for that purpose.

NO MODIFICATION OR CHANGE IN THIS INSTRUMENT SHALL BE VALID UNLESS APPROVED IN WRITING BY AN OFFICER OF CITY.

Executed this _____ day of _____, 2015.

TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR

By: _____, President

By: _____, Treasurer

Approved as to form:

By:
Legal Counsel

CITY OF PORTERVILLE

Milt Stowe, Mayor

Approved as to form:

By: Julia M. Lew, City Attorney

CITY OF PORTERVILLE

PROMISSORY NOTE

(Tulare County Junior Livestock Show and Community Fair)

Principal Sum:
\$1,200,000.00

February 1, 2015

Porterville, California

For value received, TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR, a California Corporation (the "Maker"), promises to pay the CITY OF PORTERVILLE, or order ("Holder"), the initial principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00), with a term of twenty five (25) years commencing February 1, 2015, and bearing compound interest at the rate of fourpercent (4%) per annum calculated from the time of each disbursement.

1. This promissory note (the "Note") evidences the obligation of Maker to Holder for repayment of funds. Maker shall use the loan proceeds to pay only costs incurred for the work approved by Holder.

2. Unless sooner due or paid as provided herein, the outstanding balance of principal and interest of this Note shall be due and payable in full on or before July 15, 2039 (the "Maturity Date").

3. Maker shall make annual payments, which shall be applied to interest accrued plus principal as set forth in Exhibit "A" attached hereto, to Holder. The payments described hereinabove shall be paid to Holder no later than on or before July 15 of each year.

4. Maker may prepay all or any part of this Note, without penalty, at any time during the term of this Note.

5. Payment shall be made in lawful money of the United States to Holder at 291 North Main Street, Porterville, California, 93257. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

6. The occurrence of any of the following shall constitute an event of default under this Note: (i) Maker fails to pay any amount due hereunder within thirty (30) days of its due date; (ii) Any other default by Maker under this Note, or any default by Maker, the Loan Agreement (as amended), the License and Development Agreement between Maker and Holder dated December 10, 2009 and as amended; (iii) Maker becomes insolvent or the filing or initiation of bankruptcy or insolvency proceedings by or against Maker, whether voluntary or involuntary that is not dismissed within thirty (30) days of

initiation, or if Maker makes a general assignment for the benefit of creditors or states its inability to pay its debts as they mature; or (iv) Maker dissolves or liquidates.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. However, this option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

7. Maker and endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. Maker agrees to pay immediately upon demand all costs and expenses of Holder including without limitation reasonable attorney's fees: (i) if after default this Note be placed in the hands of an attorney or attorneys for collection; (ii) if after a default hereunder or under any loan document referred to in this Note, Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefore or to the protection of its rights under this Note, or other loan document; or (iii) if Holder seeks to have the Project or the Property abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note, or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

10. This Note shall be binding upon Maker, its successors, and assigns.

11. This Note shall be construed in accordance with and be governed by the laws of the State of California.

12. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. Maker shall be fully liable for the following:

A. Failure to pay taxes, assessments, and any other charges that could result in liens against the Property or any portion of the Property or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents, provided however, that if Maker is contesting these taxes, assessments or other charges, any delay in the payment of such items shall not be a default hereunder;

B. Failure to pay and discharge any material mens' liens or other liens against any portion of the Property or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents;

C. Fraud or intentional misrepresentation with respect to any representation, warranties, or certifications made in the Loan Documents, or otherwise made by Maker in connection with the loan evidenced by this Note;

D. Retention by Maker of any insurance proceeds, or other similar funds or payments attributable to the Property or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents that, by its terms, should have been paid to Holder or used in a manner contrary to the use made by Maker; or

E. Waste of the Property, or any failure to maintain, repair, or restore any portion of the Property or any other collateral pledge, encumbered, or otherwise covered by the Loan Documents in accordance with the terms.

Nothing in this section will affect or limit the rights of Holder to enforce any of Holder's rights or remedies with respect to any portion of the Property described in the Deed of Trust or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents.

IN WITNESS WHEREOF, Maker has executed this Note as of the date first written above.

MAKER:

TULARE COUNTY JUNIOR LIVESTOCK
SHOW AND COMMUNITY FAIR

BY: _____

ITS: _____

**ADDENDUM NO. 2 TO LICENSE AND DEVELOPMENT AGREEMENT
BETWEEN CITY OF PORTERVILLE AND TULARE COUNTY
JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR**

This Addendum to the License and Development Agreement between the City of Porterville ("City") and the Tulare County Junior Livestock and Community Fair, Inc. a California Corporation (the "Fair"), was approved by the Porterville City Council on January 20, 2015 and is hereby made a part of the License and Development Agreement entered into by the parties on December 10, 2009, and amended per Addendum No. 1 on _____.

CITY AND FAIR MUTUALLY AGREE THAT PART IV, "DEVELOPMENT OBLIGATIONS" SHALL BE AMENDED AS FOLLOWS:

1. Section 4.1.2 is deleted and replaced with the following:
4.1.2. The City has agreed to loan the Fair additional funds of up to \$2,000,000.00 pursuant to the Construction Loan Agreement approved by the City Council action on September 7, 2010.

CITY AND FAIR MUTUALLY AGREE THAT PART VIII, "TERMINATION FOR CAUSE," SHALL BE AMENDED AS FOLLOWS:

2. Section 8.6 shall is hereby added to the Agreement.
8.6 Termination for Breach of the Construction Loan Agreement between the parties. Notwithstanding any other provisions in this License Agreement, in the event of breach and/or default by the Fair of the Construction Loan Agreement dated September 7, 2010 or of the Amended Construction Loan Agreement dated January ____, 2015 between the parties, this License Agreement shall terminate in

accordance with the terms of the Construction Loan Agreement and Fair shall no longer have any right or interest to occupy or use the subject real property. The terms of the License and Development Agreement concerning notice and opportunity to cure any breach/default shall not apply. With regard to any breach or default of the Construction Loan Agreement (or the Amended Construction Loan Agreement), the Construction Loan Agreement's terms, as amended, shall take precedence and apply in the event there is any inconsistency or ambiguity as between these agreements.

All other terms and conditions of the License and Development Agreement, as executed on December 10, 2009, and as amended on _____, not inconsistent with this Amendment, shall remain in full force and effect.

CITY:

APPROVED AS TO FORM:

CITY OF PORTERVILLE

Julia M. Lew, City Attorney

Milt Stowe, Mayor

FAIR:

APPROVED AS TO FORM:

TULARE COUNTY JUNIOR LIVESTOCK
SHOW AND COMMUNITY FAIR

Legal Counsel

, President

, Treasurer

Compound Period:	Annual
Nominal Annual Rate:	4.000%
Effective Annual Rate:	4.000%
Periodic Rate:	4.00000%
Daily Rate:	0.01096%

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	2/1/2015				1,200,000.00
1	7/15/2015	75,325.01	23,802.74	51,522.27	1,148,477.73
2	7/15/2016	75,325.01	45,939.11	29,385.90	1,119,091.83
3	7/15/2017	75,325.01	44,763.67	30,561.34	1,088,530.49
4	7/15/2018	75,325.01	43,541.22	31,783.79	1,056,746.70
5	7/15/2019	75,325.01	42,269.87	33,055.14	1,023,691.56
6	7/15/2020	75,325.01	40,947.66	34,377.35	989,314.21
7	7/15/2021	75,325.01	39,572.57	35,752.44	953,561.77
8	7/15/2022	75,325.01	38,142.47	37,182.54	916,379.23
9	7/15/2023	75,325.01	36,655.17	38,669.84	877,709.39
10	7/15/2024	75,325.01	35,108.38	40,216.63	837,492.76
11	7/15/2025	75,325.01	33,499.71	41,825.30	795,667.46
12	7/15/2026	75,325.01	31,826.70	43,498.31	752,169.15
13	7/15/2027	75,325.01	30,086.77	45,238.24	706,930.91
14	7/15/2028	75,325.01	28,277.24	47,047.77	659,883.14
15	7/15/2029	75,325.01	26,395.33	48,929.68	610,953.46
16	7/15/2030	75,325.01	24,438.14	50,886.87	560,066.59
17	7/15/2031	75,325.01	22,402.66	52,922.35	507,144.24
18	7/15/2032	75,325.01	20,285.77	55,039.24	452,105.00
19	7/15/2033	75,325.01	18,084.20	57,240.81	394,864.19
20	7/15/2034	75,325.01	15,794.57	59,530.44	335,333.75
21	7/15/2035	75,325.01	13,413.35	61,911.66	273,422.09
22	7/15/2036	75,325.01	10,936.88	64,388.13	209,033.96
23	7/15/2037	75,325.01	8,361.36	66,963.65	142,070.31
24	7/15/2038	75,325.01	5,682.81	69,642.20	72,428.11
25	7/15/2039	75,325.23	2,897.12	72,428.11	0.00
2039 Totals		75,325.23	2,897.12	72,428.11	
Grand Totals		1,883,125.47	683,125.47	1,200,000.00	

SUBJECT: Consideration of Modification to Loan Agreement and Amendment to License and Development Agreement with the Tulare County Junior Livestock Show and Community Fair

SOURCE: City Manager

COMMENT: At its meeting on September 7, 2010, the City Council approved direct financial assistance from the City to the Fair by a Construction Loan Agreement, whereby up to \$2,000,000 in City financing would be made available to the Fair at an annual interest rate of three percent (3%) over a ten (10) year amortization period, with no prepayment penalty. The purpose of the financing was to provide assistance to the Fair to complete construction in relocating from its original Downtown site that now serves as the location of the South County Justice Center. Upon completion of construction in 2011, the Fair financed a total amount of \$1,900,283.11, and consistent with the Agreement, began making semi-annual payments of \$110,620.00 in January 2012. For the past three years, the Fair has made its payments, paying the balance of financing down to \$1,387,540.42 (please see attached financing schedule).

Beginning in January 2015, the Fair has requested that the City Council consider a modification to the Construction Loan Agreement, whereby the Fair would first pay \$132,860.97 toward reducing the current principal to \$1,200,000, then refinance the new balance over twenty-five (25) years at an annual interest rate of four percent (4%). Instead of semi-annual payments in January and July of each year, the Fair would make a single annual payment in July (please see attached financing schedule). Also, the Fair proposes to modify the License and Development Agreement regarding the ten (10) acre joint-use property immediately adjacent to the east of the Fair, to designate the property as exclusive use for the Fair, and in consideration not seek reimbursement for eligible development expenses in (approximately \$60,000) of the property as specified in the Agreement (Part 4.3.3).

As an alternative, the Fair has pursued independent financing through the Bank of the Sierra, however, given the City owns the fifteen (15) acres of land upon which the Fair is located, the City would need to commit the property as collateral to the Bank's loan. Under City financing, the City maintains control of the property, and per the Construction Loan Agreement in the event of default, would assume possession of Fair facilities without a foreclosure process or other compensation for improvements on the property.

C/M



Item No. 18

Consistent with Council's consideration and direction, the City Attorney can draft an Amendment to the Construction Loan Agreement, License and Development Agreement, and Promissory Note.

RECOMMENDATION: That the City Council consider the request of the Fair to refinance its Construction Loan Agreement, as well as Amendment to the License and Development Agreement, and provide direction to staff accordingly.

ATTACHMENTS: 1. Current Loan Amortization Schedule
2. Proposed Loan Amortization Schedule
3. Construction Loan Agreement
4. License and Development Agreement

Porterville Fair
 Amortization Schedule - City of Porterville Construction Loan
 Equal Payments - 2 payments per year for 10 years

PRINCIPAL \$ 1,900,283.11
 INTEREST 3.0000%
 # OF PAYMENTS 20
 PMTS/YEAR 2
 PAYMENT \$ 110,620.00

					PRINCIPAL
	DUE	PMT	INTEREST	PRINCIPAL	BALANCE
1	1/15/2012	110,620.00	27,391.80	83,228.20	1,817,054.91
2	7/15/2012	110,620.00	27,255.82	83,364.18	1,733,690.73
3	1/15/2013	110,620.00	26,005.36	84,614.64	1,649,076.09
4	7/15/2013	110,620.00	24,736.14	85,883.86	1,563,192.24
5	1/15/2014	110,620.00	23,447.88	87,172.12	1,476,020.12
6	7/15/2014	110,620.00	22,140.30	88,479.70	1,387,540.42
7	1/15/2015	110,620.00	20,813.11	89,806.89	1,297,733.53
8	7/15/2015	110,620.00	19,466.00	91,154.00	1,206,579.53
9	1/15/2016	110,620.00	18,098.69	92,521.31	1,114,058.22
10	7/15/2016	110,620.00	16,710.87	93,909.13	1,020,149.10
11	1/15/2017	110,620.00	15,302.24	95,317.76	924,831.33
12	7/15/2017	110,620.00	13,872.47	96,747.53	828,083.80
13	1/15/2018	110,620.00	12,421.26	98,198.74	729,885.06
14	7/15/2018	110,620.00	10,948.28	99,671.72	630,213.34
15	1/15/2019	110,620.00	9,453.20	101,166.80	529,046.54
16	7/15/2019	110,620.00	7,935.70	102,684.30	426,362.23
17	1/15/2020	110,620.00	6,395.43	104,224.57	322,137.67
18	7/15/2020	110,620.00	4,832.07	105,787.93	216,349.73
19	1/15/2021	110,620.00	3,245.25	107,374.75	108,974.98
20	7/15/2021	110,620.00	1,634.62	108,985.38	(10.40)
		<u>2,212,400.00</u>	<u>312,106.49</u>	<u>1,900,293.51</u>	

Porterville Fair
 Amortization Schedule - City of Porterville Construction Loan (Proposed)
 Equal Payments - 1 payment per year for 25 years

PRINCIPAL \$ 1,200,000.00
 INTEREST 4.0000%
 # OF PAYMENTS 25
 PMTS/YEAR 1
 PAYMENT \$ 76,814.36

					PRINCIPAL
	DUE	PMT	INTEREST	PRINCIPAL	BALANCE
1	7/15/2015	76,814.36	48,000.00	28,814.36	1,171,185.64
2	7/15/2016	76,814.36	46,847.43	29,966.93	1,141,218.71
3	7/15/2017	76,814.36	45,648.75	31,165.61	1,110,053.09
4	7/15/2018	76,814.36	44,402.12	32,412.24	1,077,640.86
5	7/15/2019	76,814.36	43,105.63	33,708.73	1,043,932.13
6	7/15/2020	76,814.36	41,757.29	35,057.07	1,008,875.06
7	7/15/2021	76,814.36	40,355.00	36,459.36	972,415.70
8	7/15/2022	76,814.36	38,896.63	37,917.73	934,497.97
9	7/15/2023	76,814.36	37,379.92	39,434.44	895,063.53
10	7/15/2024	76,814.36	35,802.54	41,011.82	854,051.71
11	7/15/2025	76,814.36	34,162.07	42,652.29	811,399.42
12	7/15/2026	76,814.36	32,455.98	44,358.38	767,041.03
13	7/15/2027	76,814.36	30,681.64	46,132.72	720,908.31
14	7/15/2028	76,814.36	28,836.33	47,978.03	672,930.29
15	7/15/2029	76,814.36	26,917.21	49,897.15	623,033.14
16	7/15/2030	76,814.36	24,921.33	51,893.03	571,140.10
17	7/15/2031	76,814.36	22,845.60	53,968.76	517,171.35
18	7/15/2032	76,814.36	20,686.85	56,127.51	461,043.84
19	7/15/2033	76,814.36	18,441.75	58,372.61	402,671.23
20	7/15/2034	76,814.36	16,106.85	60,707.51	341,963.72
21	7/15/2035	76,814.36	13,678.55	63,135.81	278,827.91
22	7/15/2036	76,814.36	11,153.12	65,661.24	213,166.67
23	7/15/2037	76,814.36	8,526.67	68,287.69	144,878.98
24	7/15/2038	76,814.36	5,795.16	71,019.20	73,859.78
25	7/15/2039	76,814.36	2,954.39	73,859.97	(0.19)
		<u>1,920,359.00</u>	<u>720,358.81</u>	<u>1,200,000.19</u>	

CONSTRUCTION LOAN AGREEMENT

THIS AGREEMENT is executed by the TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR, hereinafter called "FAIR," licensee of certain real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto, for the purpose of obtaining a loan from the CITY OF PORTERVILLE, owner of said real property, hereinafter called "CITY," the proceeds of which shall be used for the construction of certain improvements upon said real property consisting of Fairgrounds facilities as listed in Section 4.2 (Phases 1 through 3) of the License and Development Agreement between the parties dated December 10, 2009 (attached hereto as Exhibit "B"). This loan agreement is contingent upon execution of Amendment No. 1 to License and Development Agreement Between City of Porterville and Tulare County Junior Livestock Show and Community Fair (also attached hereto as part of Exhibit "B").

LOAN AMOUNT:

1. City shall loan to Fair the funds necessary for Fair to have constructed on the licensed real property, the improvements identified in Exhibit "B" in an amount not to exceed TWO MILLION DOLLARS (\$2,000,000.00). The actual amount of the loan shall be determined upon completion of all such improvements and the submission by Fair to City of proper evidence of costs of said improvements, as more fully set forth hereinafter. Said loan shall be evidenced by a Promissory Note consistent with the terms of this Agreement and executed by the parties, the form of which is attached hereto as Exhibit "E."

DISBURSEMENTS FROM LOANS IN PROCESS ACCOUNTS:

~~2. (a) From said total the following Loans In Process Accounts shall be established at City:~~

Account "A" for onsite construction	\$ 1,900,000.00
Account "B" for contingency	\$ 100,000.00

(b) As to the above accounts which are established, the following shall prevail:

Account "A" shall be used for the purpose of defraying the cost of construction of improvements contemplated by the plans and specifications heretofore approved by City.

Account "B" shall be a contingency account and may be used by City in its discretion to pay any shortages for the items for which Account "A" is established.

(c) Accounts "A" and "B" are to be disbursed by City during the progress of the work of construction on a monthly basis after review and approval by the Oversight

Committee per 2(d) below. Fair shall, as a condition precedent to the monthly disbursement of any of the funds from said Accounts "A" and "B", furnish City and Oversight Committee with bills, invoices or other evidences of costs incurred by Fair equal to the total funds requested to be disbursed from said accounts, and also furnish releases of lien rights covering work performed and materials furnished for said improvements. All funds disbursed by City from said accounts will be received by Fair in trust for the purpose of fully paying all contractors, subcontractors, materialmen, laborers and others engaged in the construction of the subject improvements.

(d) Fair shall establish an Oversight Committee to meet monthly to review and approve for submission to City all such requests for disbursements. Membership in said Oversight Committee shall be as set forth in Exhibit "C" attached hereto and incorporated by this reference and shall include at least one representative of City.

(e) City may defer making any disbursement from said Accounts "A" and "B" (i) until it receives evidence that the work being performed conforms with the plans and specifications approved by City, or, if no plans and specifications are required, then in accordance with good construction practices, and in any event in compliance with all laws and regulations of local, federal or state authorities relating thereto; (ii) until City's authorized representative certifies in writing that the construction required for the making of such disbursement has been completed; (iii) until any default existing under the provisions of this agreement has been corrected; (iv) so long as any conflicting claims based upon assignments, or otherwise, are being made to any of the funds in said accounts; (v) so long as any notice to withhold served upon City remains unsatisfied, or any lien or claim of mechanics, materialmen or others affecting said real property appears and remains of record, or any suit upon any such notice to withhold or for the foreclosure of any such lien or claim is pending; and (vi) so long as any levy or service of any process affecting or appearing to affect the funds in said accounts or any part thereof remains in force.

(f) City shall disburse said funds within five (5) days of its approval of all requests submitted in conformance with Subsections 2 (c), (d) and (e) hereinabove.

INTEREST ON DISBURSEMENTS:

3. Interest shall accrue on each disbursement made by City from all of said Loans in Process Accounts at the rate of three percent (3%) per annum, compounded semi-annually on each January 15 and July 15.

PAYMENTS:

4. Fair shall repay said loan, including principal and interest, in twenty (20) semi-annual payments, commencing with an interest only payment due on or before January 15, 2011, and interest and principal payment due on or before July 15, 2011, and each succeeding January 15 and July 15 thereafter until paid in full. The term of

the loan shall be ten (10) years commencing on January 15, 2011 and terminating on January 15, 2021.

It is anticipated that all construction of improvements shall be completed on or before December 31, 2010. At the time of such completion the actual amount of the loan shall be determined based upon the total of disbursements from the Loans in Process Accounts set forth in Paragraph 2 above. City shall then establish the principal/interest portions of the semi-annual payments by dividing the amount of the loan into twenty (20) payments amortized over 10 years, and a copy of said calculation shall be attached hereto as Exhibit "D" and incorporated herein by this reference. If construction and/or disbursements are not completed prior to the first payment deadline, until construction/disbursements are completed, at least 30 days prior to the payment due date for each semi-annual payment, City shall provide to Fair an invoice with the specific payment amount due in accord with this agreement.

PREPAYMENT:

5. Fair may, at any time, prepay any or all of the amount then due and payable without imposition of any prepayment penalty.

COMMENCEMENT OF CONSTRUCTION AND COMPLIANCE WITH PLANS AND SPECIFICATIONS:

6. (a) Fair shall promptly commence construction of said improvements and continue such construction diligently and without delay in a good and workmanlike manner. Fair will complete such improvements in accordance with the plans and specifications approved by City, including any additional specifications prescribed by City, and in compliance with all requirements of governmental authorities having or asserting jurisdiction.

(b) No change shall be made in the plans and specifications approved by City, which would result in said improvements having a value less than the value which would have existed had such deviation not occurred. In the event a change in the plans or specifications results in a decrease in the value of any improvement, City may reduce the principal amount of the loan by an amount equivalent to the reduction in value of said improvements.

(c) Fair, should City so request, will immediately upon completion of the building foundations cause a survey to be made and certified by a licensed engineer or surveyor, showing that said foundations are located entirely within the property lines and do not encroach upon any easement or breach or violate any covenant, condition or restriction of record, or any building or zoning ordinance.

(d) It is anticipated that all construction shall be completed on or before December 31, 2010. Should Fair determine this will not happen, it shall promptly so notify City, in writing, and provide a new scheduled completion date.

NO PURCHASES UNDER CONDITIONAL SALES AGREEMENTS, ETC.:

7. No supplies, materials, equipment, fixtures, carpets, appliances, or any part of said improvements shall be purchased or installed under any conditional sales agreement, lease or under any other arrangement wherein the right is reserved or accrues to anyone to remove or to repossess any such items without prior written approval of the City. It is expressly agreed that all such items (other than leased items approved by City) become a part of the real property upon delivery to the site. It is understood by City and Fair that certain items such as fire and burglar alarms, video, and telephone equipment are routinely leased rather than purchased and remain the property of the installer.

SECURITY AGREEMENT:

8. Fair hereby grants to City a security interest in all supplies, materials, fixtures, carpets, appliances, furniture or equipment now or hereafter located on said real property, together with all proceeds thereof, including insurance proceeds paid or payable as the result of any loss, injury or damage of the foregoing collateral, whether or not City is named beneficiary under any such insurance. Upon request, from time to time, Fair shall furnish City with an inventory of such collateral. Nothing contained in this paragraph shall affect the provisions of Paragraph 7.

INSURANCE:

9. Upon request, Fair agrees to furnish City with a valid fire and extended coverage insurance policy covering the collateral described in Paragraph 8 above, written by an insurance company satisfactory to City, in an amount as required by City, with loss payable to Fair and City as their interests may appear.

DEPOSIT BY FAIR OF ADDITIONAL FUNDS AND DISPOSITION OF REMAINING FUNDS AFTER COMPLETION:

10. If at any time City shall determine that the amount of funds remaining in said accounts is less than the amount required to complete and pay for said improvements and shall demand that Fair deposit with City for credit to said accounts an amount equal to the deficiency as estimated by City, Fair shall comply with such demand within ten (10) days from the date thereof, and the judgment of City shall be final and conclusive in this report.

STOPPAGE OF WORK BY CITY:

11. City or its agents shall have the right at all times to enter upon said real property and the improvements during the period of construction. If the work of construction is not in conformance with the plans specifications or is not otherwise satisfactory to City, it shall have the right to stop the work and order the replacement of any unsatisfactory work theretofore incorporated in said improvements, and to withhold

all disbursements from the accounts until it is satisfied with the work. If the work is not made satisfactory to City within sixty (60) calendar days from the date written notice of the deficiency and demand for cure is provided by the City, such shall constitute a default hereunder. In the event the deficiency is such that the parties agree it will take more than sixty days to remedy, if the work is not made satisfactory within the mutually agreed upon time period in writing, such shall constitute a default hereunder. In addition to all other remedies available to the City, City shall have the option to have such unsatisfactory or deficient work repaired or replaced at Fair's expense, such costs to be subtracted from the available account balances then in place.

DEFAULT BY FAIR:

12. (a) In the event of a default by Fair in the performance of any of the terms, covenants and conditions contained in this agreement, or any Note given in conjunction herewith, or in the event of the filing of a Bankruptcy or chapter proceeding by or against Fair, all sums disbursed or advanced by City shall at the option of City immediately become due and payable and City shall have no obligation to disburse any further funds from said account, or otherwise, and City shall be released from any and all obligations to Fair under the terms of this agreement.

(b) In addition to any other consequences of default, should Fair fail to make a semi-annual loan payment within thirty (30) days of its due date, it is specifically understood and agreed as follows:

(i) this Construction Loan Agreement shall be terminated without any need for City to provide any further notices to Fair and without any right of Fair to cure such default; and

~~(ii) all improvements constructed or under construction on the subject real property shall immediately become the property of City with no right of Fair to receive any compensation therefore; and~~

(iii) that certain License and Development Agreement between City and Fair, dated December 10, 2009, and attached as Exhibit B, and as amended per Exhibit E, shall terminate and Fair shall no longer have any right or interest to occupy or use the subject real property; and

(iv) Fair shall immediately convey copies to City of all documents, records, contracts and invoices from contractors; materialmen, suppliers and parties providing professional services relating to the design, development and construction of all said improvements on the subject real property.

CESSATION OF WORK, COMPLETION BY CITY, ETC.:

13. Should the work of constructing the improvements cease, specifically including stoppage by City in accordance with Paragraph 11 hereof, or should said work

for any reason whatsoever not progress continuously in a manner satisfactory to City, it being the sole judge as to this requirement, then City may, at its option and without notice, declare Fair to be in default hereunder, and City may thereupon, should it so elect, take possession of said property and let contracts for the completion of said improvements and pay the cost thereof, plus a fee of fifteen (15) percent for supervision of construction, disbursing all or any part of the loan for such purposes; and should the cost of completing said improvements plus such fee exceed the undisbursed balance of the loan, then the amount of such excess may be expended by City, in which event such amount shall be considered as an additional loan to Fair, and the repayment thereof, together with interest thereon at the rate provided in the promissory note, shall be repaid within thirty (30) days after the completion of said improvements, and Fair agrees to pay the same. Fair further hereby authorizes City at its option at any time, whether default exists or not, either in its own name or in the name of Fair, to do any act or thing necessary or expedient in the opinion of City to secure the performance of construction contracts and assure the completion of construction of the improvements substantially in accordance with the plans and specifications, disbursing all or any part of the loan funds for such purposes. In addition to the specific rights and remedies hereinabove mentioned, City shall have the right to avail itself of any other rights or remedies to which it may be entitled under any existing law or laws or as otherwise specified in this Agreement.

MECHANIC'S LIENS AND NOTICES TO WITHHOLD:

14. In the event of the filing with City of a notice to withhold or the recording of a mechanic's lien pursuant to Division 3, Part 4, Title 15 of the Civil Code of the State of California, City may summarily refuse to honor any request for payment pursuant to this agreement. In the event Fair fails to furnish City with a bond causing such notice or lien to be released within ten (10) days after the filing or recording thereof, such failure shall at the option of City constitute a default under the terms of this agreement.

INDEMNIFICATION:

15. Fair agrees to indemnify and hold harmless City from and against any and all claims, damages, losses, liability or expense (including but not limited to attorney's fees) arising from the works of improvements contemplated herein or this loan transaction, including but not limited to, any claim made by any person performing labor or furnishing material by way of a mechanic's lien, stop notice, equitable lien, or other proceeding, and any claims made by any purchasers or the subject property or their successors, or any other person with regard to any claimed defects in design or construction of the improvements.

INVOLVEMENT OF CITY IN LEGAL PROCEEDINGS:

16. The City shall have the right to commence, to appear in, or to defend any action or proceeding purporting to affect the rights or duties of the parties hereunder or the payment of any funds in said account and in connection therewith pay out of said

deposited funds necessary expenses, employ counsel and pay his/her reasonable fees, all of which the undersigned agree to repay to the City upon demand.

INSPECTIONS BY CITY DO NOT CONSTITUTE SUPERVISION OF CONSTRUCTION:

17. Fair agrees that City shall be under no obligation to construct or supervise construction of said improvements; that inspections by City of the construction of said improvements shall be for the purpose of protecting the security of City; that such inspections are not to be construed as a representation by City that the improvements have been or will be constructed in strict compliance with said plans and specifications; and that such inspections are not to be construed as a representation that the construction is or will be free from faulty material or workmanship.

DESIGNATION OF CITY AS FAIR'S AGENT:

18. Fair does hereby irrevocably appoint, designate, empower and authorize City as Fair's agent, coupled with an interest, to sign and file for record any notices of completion, notices of cessation of labor, or any other notice or written document that City may deem necessary to file or record to protect its interest. The City is hereby irrevocably authorized to deliver copies of this contract or excerpts therefrom to any person, firm or corporation supplying labor, materials, supplies or equipment for the improvements contemplated by this Agreement.

BOOKS AND RECORDS:

19. The undersigned Fair and contractor shall maintain complete and accurate books and records showing all of the income and disbursements made in connection with the work of improvements and such books and records shall be available for inspection and copy by the City upon request.

CITY'S RELIANCE ON STATEMENTS AND DISCLOSURES OF FAIR:

20. Fair has made certain statements and disclosures in order to induce City to make said loan and enter into this agreement, and in the event Fair has made material misrepresentations or failed to disclose any material fact, City may treat such misrepresentation or omission as a breach of this agreement, and the act of so doing shall not affect any remedies City may have under the promissory note and loan agreement for such misrepresentation or concealment.

CITY NOT LIABLE FOR ACTS OR OMISSIONS OF FAIR OR OTHERS:

21. City shall in no way be liable for any acts or omissions of Fair, any agent or contractor employed by Fair, or any person furnishing labor and/or materials used in or related to the construction of said improvements.

TIME OF THE ESSENCE:

22. Time is of the essence of this agreement and of each and every provision hereof. The waiver by City of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches.

SUCCESSORS AND ASSIGNS, AND INTEGRATED AGREEMENT:

23. This agreement is made for the sole benefit and protection of Fair and City, and City's successors and assigns, and no other person shall have any right of action or right to rely thereon. This agreement and the other executed loan documents contain all of the terms and conditions agreed upon between Fair and City, and no other

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agreement regarding the subject matter thereof shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.

NO MODIFICATION OR CHANGE IN THIS INSTRUMENT SHALL BE VALID UNLESS APPROVED IN WRITING BY AN OFFICER OF CITY.

Executed this 7th day of September, 2010

TULARE COUNTY JUNIOR LIVESTOCK SHOW
AND COMMUNITY FAIR



John S. Corkins, President

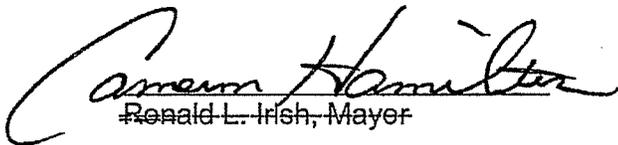


Dennis Sexton, Vice President

Approved as to form:

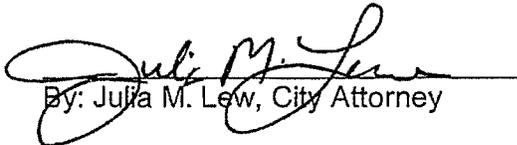
By:
Legal Counsel

CITY OF PORTERVILLE



~~Ronald L. Irish, Mayor~~
Cameron Hamilton, Vice Mayor

Approved as to form:



By: Julia M. Lew, City Attorney

LICENSE AND
DEVELOPMENT AGREEMENT
(Porterville, California)

THIS PROPERTY LICENSE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 10TH day of December 2009, by and between the CITY OF PORTERVILLE (the "City"), a municipal corporation, and TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR ("Fair"), with respect to the following:

WHEREAS, the City is the owner of an approximate 37± acres of land, located in the City of Porterville, County of Tulare, State of California, more particularly described on Exhibits A-1 and A-2 attached hereto and depicted as the "Property." The Property is currently a part of the Porterville Municipal Airport.

WHEREAS, the Fair desires an exclusive License for the approximate 15 acres of land depicted on Exhibit A-1, and referenced as Parcel 1, to develop as a Fairplex (community fair); and

WHEREAS, the Fair desires to utilize the approximate 10 acres of land depicted on Exhibit A-2, and referenced as Parcel 2, to be used for parking, staging, and a carnival midway during the period of May 1 through June 1 annually, and used throughout the year by the Fair for general uses until such time as the City begins construction, development, or usage of the property whereas the terms of use by the Fair will be modified, but not be unduly limited or eliminated. Such development will be mutually complementary; and

WHEREAS, the City is willing to enter into a License with the Fair under the terms and conditions set forth below.

ACCORDINGLY IT IS AGREED:

PART 1
LICENSE, TERM, OPTION TO EXTEND, HOLDOVER, ASSIGNMENT,
SUBLICENSING

1.1 License.

The Fair will obtain a License of the Premises located in the City of Porterville, County of Tulare, California, depicted on Exhibit A-1, from the City on the terms and conditions set forth below.

1.2 Licensee's Usage Date and Terms

The Fair will be entitled to exclusive use of Parcel 1 of the Premises on the date to be mutually agreed upon by the Fair and the City. If the Fair commences utilization of the Premises on other than the first day of a calendar month, the initial term will consist of the unexpired portion of the calendar month in which the Fair holds the license of the

Premises plus fifty (50) full years from the first day of the calendar month immediately following. The anniversary date will be the first day of the first full month of the term.

1.3 Licensee's Option to Extend Term

Provided Fair is not then in default of this License at maturity of the initial term, the Fair is granted the option to extend this License for a period of two (2) fifty (50) year extensions. In the event the property is not released from FAA obligations at the end of the initial term, said extensions may be subject to Federal approval.

~~1.4 Assignment and Sublicensing~~

The Fair may not assign this Agreement to any organization, nor shall the Fair grant any sublicenses inconsistent with the uses allowed in Section 3.1, without the prior written consent of the City, which consent will not be unreasonably withheld.

PART II LICENSE FEE

2.1 Amount

The Fair will pay the following License Fee to the City for the exclusive use and occupancy of the Property.

2.1.1 Annual License Fee

2.1.1.1 Tier 1

The Fair acknowledges that the property is under the purview of the Federal Aviation Administration (FAA) and, as such, commands an annual license fee equal to fair market value for the property. Therefore, until such time as the land is released from FAA obligations, the annual license fee shall be the sum of \$13,500. In the event the Fair takes use of the Property on a day other than the first day of the month, the annual license fee shall include payment of \$37.00 per day for any unexpired portion of the calendar month in which the Fair has possession of the Property. License Fees shall be paid in annual installments on the anniversary date.

The City agrees to provide annual license fee assistance in an amount not to exceed \$13,500 during the license period of the Fair. The assistance is provided from the Porterville Municipal Airport fund as a credit against the debt owed from the Airport to the City. Said assistance shall be available to the Fair for a period not to exceed ten (10) years or until such time as the Fair either (a) purchases the property from the City or (b) is no longer operating at the site.

2.1.1.2 Tier 2

Upon release of the property from FAA purview, the annual license fee shall be reduced to \$1.00 per year for the remainder of the term of this License and any extensions thereof. Said reduction shall be effective upon the first

anniversary date following the release from the FAA. There shall be no proration nor shall there be any refund of license fees.

2.1.2 Place of Payment

The Fair will pay all license fees at the City of Porterville Finance Department, located at 291 North Main Street, Porterville, California 93257

**PART III
USE OF PREMISES**

3.1 Allowed Uses

The Fair and the Fair's sublicensees will use the Premises to:

- Provide a venue for junior exhibitors of livestock, agricultural products, handicrafts, and other artistic works; and
- Provide a source of community entertainment, as well as a showplace for local businesses, civic groups, and youth groups; and
- Provide a venue for local community groups to participate in community service.

The Fair will use the Premises in compliance with all laws, ordinances, and other governmental regulations now in force or which may hereafter be in force relating thereto, including, but not limited to all building, safety, and public health requirements and regulations. Additionally, at no profit to the Fair, the Fair will make every effort to support the use of the fairgrounds by all community oriented and/or non-profit organizations. These organizations may include, but are not limited to, 4-H Clubs, Future Farmers of America Chapters, Comision Honorifica Mexicana-Americana, Inc., and other community service organizations.

3.2 Prohibited Uses

Fair will not commit or permit the commission of any acts on the Property that:

1. Increase the City's existing rates for, or causes the cancellation of any fire, casualty, liability, or other policy of Lessor insuring the Premises or its contents; or
2. Violate or conflict with any law, statute, ordinance, or governmental rule or regulation, where now in force or hereafter enacted, applicable to the Premises; or
3. Constitute waste on the Premises, or the maintenance of a nuisance as defined by the laws of California; or
4. Adult oriented business or residual uses will not be allowed.

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**PART IV
DEVELOPMENT OBLIGATIONS**

4.1 Development Assistance

4.1.1 To assist with the relocation of the Fair to Parcel 1 of the City-owned property described on Exhibit A-1, the City agrees to provide financial assistance to the Fair from the proceeds of the sale of the Olive Street site upon which the Fairgrounds is currently located. Said assistance shall be the net proceeds from the property sale, exclusive of brokerage, escrow, and other related fees, and is subject to the terms and conditions set forth in this Agreement. ~~The proceeds of the assistance may be utilized by~~ the Fair for relocation, construction of facilities, and related costs. No portion of the assistance may be allocated to costs relating to the operation of the Fair.

4.1.2 It is anticipated that the Fair and the City will prepare an application for tax-exempt bonds through California Communities, or a similar organization, in an amount supportable by a capital fund raising campaign for the construction of facilities. Said amount of bonding shall not exceed Two Million Dollars (\$2,000,000.00).

4.2 Development of Parcel 1 (Exhibit A-1) Fair agrees to construct upon Parcel 1 those improvements that are related to fair activities. Improvements may be made in Phases as set forth below:

Phase 1

- Site Preparation
- Installation of On-Site Infrastructure
- Construction of Multipurpose Building #1
- Construction of Livestock Barn
- Construction of Rabbit Barn/Livestock Office
- Construction of Outdoor Stage (2)
- Construction of 100' x 200' Entertainment Area
- Storage for Pens, Panels, and Livestock Parking
- Preparation of Area for "Kiddie Land"
- Restroom (1)
- Ticket Booth(s)
- Concession Stands
- Bank of the Sierra Structure
- Fire Lanes
- Site Landscaping and Irrigation
- Parking Lot along Teapot Dome Avenue

Phase 2

- Construction of Livestock Barn
- Construction of Livestock Parking
- Pen and Panel Storage Area
- Restroom #2

Phase 3

Construction of Multipurpose Building #2

- 4.2.1 Fair will submit plans for Project Review Committee review.
 - 4.2.2 Fair will submit complete plans for issuance of building permit for the initial phase within six (6) months from date of this Agreement.
 - 4.2.3 City Connection Fees (Impact Fees) including Trunk Line Sewer Fees, Treatment Plant Fees, Sewer Connection Charges, Water Trunk Fees, Water Connection Fees, Street Light Fees, Storm Drainage Fees, Fire Hydrant Fees, ~~Transportation Impact Fees, Frontage Improvement~~ Valuation Threshold, and Park Impact Fees will be calculated for the project. Said fees shall be deferred while the site remains under the ownership of the City. In the event that the Fair acquires ownership of the site, fees shall become due and payable to the City. Furthermore, Fair shall have the option to enter into a Development Fee Payment Plan for the payment of said fees.
 - 4.2.4 Fair will be responsible for all fees related to the issuance of a building permits, with the exception of those fees identified in Section 4.2.3 above. Fair shall have the option to enter into a Development Fee Payment Plan for the payment of said fees.
 - 4.2.5 Fair will be responsible for utility connections and associated fees.
 - 4.2.6 Concurrent with the Agreement, Fair will apply for an alcohol agreement, which shall not be unreasonably withheld. Fair desires to utilize an "Adult Refreshment Area" concept to keep the consumption of alcohol within contained areas and away from the general public. A copy of said agreement is included as Exhibit B.
 - 4.2.7 City hereby agrees to expedite the issuance of the building permit for the Project in order that the building permit or comments will be available within fourteen (14) days of submittal of complete building plans, inclusive of electrical and plumbing plans.
 - 4.2.8 City will provide water and sewer services to the property boundary.
 - 4.2.9 City will make every effort to obtain approval for the release of land from the purview of the Federal Aviation Administration within twelve months from the date of this Agreement. All fees and expenses related to the FAA release will be the responsibility of the City.
- 4.3 **Development of Parcel 2 (Exhibit A-2)**
- 4.3.1 City anticipates developing Parcel 2 for shared use by the City, Fair, and other public/governmental use. Future use may include a training/entertainment center.
 - 4.3.2 City will provide the Fair exclusive use of all or a portion of Parcel 2 for the thirty-day period surrounding the annual fair, and may be used by the Fair throughout the year for general uses until such time as the City begins construction, development, or usage of the property. Fair will provide insurance pursuant to Section 7 of this Agreement for the use of this parcel.

- 4.3.3 In conjunction with development of Phase I by the Fair, Fair may perform site improvements to Parcel 2. Site work is subject to reimbursement to the Fair upon future development of Parcel 2 by the City, or within four (4) years from the date of the completion of mutually agreed upon improvements, whichever occurs first.
- 4.3.4 City will install curb, gutter, sidewalk, and street paveout along Teapot Dome Avenue.

4.4 Other Obligations

- ~~4.4.1 City agrees to allow the Fair use of a portion of City's Sports Complex as indicated on Exhibit C located on Scranton Avenue during the thirty-day period surrounding the fair week each year for overflow parking.~~
- 4.4.2 Fair will provide insurance pursuant to Section 7 of this Agreement for times that the Fair is utilizing the Sports Complex for overflow parking.
- 4.4.3 City will prepare and record parcel maps for Parcels 1 and 2 as shown on Exhibit A-1 and A-2.
- 4.4.4 Fair agrees to grant City access to drill a water well(s) as may be deemed necessary by the City. Location(s) of water well(s) will be mutually agreed upon by City and Fair and shall be situated so as not to interfere with Fair operations.

PART V MAINTENANCE, REPAIR, AND UPKEEP

5.1 Licensee's Responsibilities

Maintenance, repair, and upkeep of the grounds and buildings on Parcel 1 will be solely the responsibility of the Fair. All portions of Parcel 1 shall be kept free and clear of weeds and debris until developed.

5.2 Licensor's Responsibilities

Maintenance, repair, and upkeep of the grounds and buildings on Parcels 2 and 3 will be solely the responsibility of the City. All portions of Parcels 2 and 3 shall be kept free and clear of weeds and debris until developed.

PART VI UTILITIES

6.1 Licensee's Responsibilities

Fair shall be responsible for and will pay for all utilities and services furnished to the Property identified on Exhibit A-1, including gas, electricity, telephone, water, trash collection, and all related connection charges.

6.2 Licensor's Responsibilities

City shall be responsible for and will pay for all utilities and services furnished to the Properties identified on Exhibit A-2 and A-3, including gas, electricity, telephone, water, trash collection, and all related connection charges.

PART VII INSURANCE

7.1 Licensee's Insurance

The Fair, at its own expense, shall procure and maintain, throughout the term of this License, public liability insurance including bodily injury and property damage insuring the Fair and the City with minimum coverage as follows:

- \$1,000,000 for personal injury for each person
- \$1,000,000 for personal injury or death of two or more persons in each accident or event.

The policy must contain, or be endorsed to contain, the following:

City of Porterville

The City of Porterville, its officers, employees, agents and subtenants must be covered as additional insured as respects liability arising out of activities performed by or on behalf of Lessee, and premises owned, occupied or used by Lessee. The coverage must contain no special limitations on the scope of protection afforded to the City, its officers, employees, or agents.

The Fair shall also procure and maintain, at its expense, throughout the term of this License, insurance against loss or damage to any structures constituting any part of the demised Premises, by fire and lightning, with extended coverage insurance.

The Fair will provide the City with a certificate or certificates of coverage showing the policy or policies are issued by insurers permitted to conduct business in the State of California.

The policy must not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days prior written notice has been given to the City.

PART VIII TERMINATION FOR CAUSE

8.1 Cause.

Either party may terminate this Agreement for cause without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. Cause for the purpose of this Agreement exists if a party:

- (a) is adjudged a bankruptcy; or
- (b) becomes insolvent or has a receiver appointed; or
- (c) makes a general assignment for the benefit of creditors; or

- (d) suffers any judgment which remains unsatisfied for 90 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or
- (e) materially breaches this Agreement.

8.2 Notice to Defaulting Party.

For any of the above occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated only after the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within 90 calendar days of delivery of a written notice specifying the nature of the breach. If the breach is not remedied within that 90-day period, the non-defaulting party may terminate this Agreement by delivering a further written notice specifying the date of the termination. If the nature of breach is such that it cannot be cured within the 90-day period, the defaulting party may deliver a written proposal to the non-defaulting party within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent will not be unreasonably withheld, the defaulting party will immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate after delivering a written notice specifying the date of termination.

8.3 Delivery of Notices

Notices given under Section 8.2 will be deemed delivered as provided in Section 9 below.

8.4 Ownership of Improvements

Upon termination of this Agreement, City shall have the option of purchasing any structures, fixtures, signs, or other improvements made upon the site by Fair over the term of this Agreement. City agrees to reimburse Fair for those improvements being purchased by City an amount determined to be the appraised value at the termination period, less the original financial assistance provided to Fair as stated in Section 4.1 of this Agreement. Fair shall be responsible for the removal of all structures, fixtures, signs, and other improvements not acquired by City and shall restore the premises to the same condition as that existing prior to the erection or installation of improvements. Should the Fair fail or refuse to remove improvements, City may do so at Fair's sole cost and expense.

8.5 Obligations Surviving Termination

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

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**PART IX
NOTIFICATIONS**

9.1 All notices or other communications required or permitted hereunder shall be in writing, and may be personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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

Attn: City Clerk

To Fair: Tulare County Junior Livestock Show and
 Community Fair
 P.O. Box 369
 Porterville, CA 93258
 Attn: President

subject to the right of a party to designate a different address for itself by notice similarly given. Any notice so given by United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail as above provided. Any notice not so given by registered or certified mail shall be deemed given upon receipt of the same by the party to whom the same is given.

**PART X
AIRPORT DISCLOSURE STATEMENT**

10.1 **Notice of Airport in Vicinity:** The subject property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. Fair may wish to consider what airport annoyances, if any, are associated with the property before completing this transaction and determine whether they are acceptable.

10.2 **Notice of Intent to Record Restrictive Covenant:** It is the intent of the City of Porterville to record a Restrictive Covenant upon all City-owned property within the Airport Development Area concurrent with this Agreement. A draft of said Covenant is shown as Exhibit D.

**PART XI
MISCELLANEOUS PROVISIONS**

11.1 **Quiet Enjoyment**

Upon payment of the license fees and the performance of all the terms, covenants, and conditions by the Fair to be performed as herein provided, the Fair will be allowed to

peaceably and quietly hold and enjoy the premises during the term of this license, or any extended term thereof.

11.2 Surrender

The Fair will peaceably surrender use of the Premises upon the expiration or other termination of this License, and will return the Premises to the City in as good a condition as when received, reasonable wear and tear and damage from the elements excepted, except for so much of said Premises as may be injured or destroyed by fire earthquake or other casualty not the fault of the Fair.

11.3 Addenda

This Agreement may be modified, amended, or terminated at any time by mutual consent in writing of the parties hereto in the form of an Addendum to the Agreement.

11.4 Entire Agreement Represented

This Agreement represents the entire understanding between the City and the Fair 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, waived, or repealed without the written consent of both parties.

11.5 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.

11.6 Interpretation

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

11.7 No Third Party Beneficiaries

Unless specifically set forth, the parties to this Agreement do not intend to provide any third party with any benefit or enforceable legal or equitable right or remedy.

11.8 Governing Law

This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement will be brought in Tulare County California. The City waives the removal provisions of California Code of Civil Procedure Section 394.

11.9 Waivers

The failure of either party to insist on strict compliance with any provision of this Agreement will 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 will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

11.10 Exhibits and Recitals

All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11.11 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 regulations governing its subject, the conflicting provision will 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 will continue in full force and effect. If either party, exercising its sole discretion, elects to defend this Agreement against a third party suit alleging any invalidity in this Agreement, they must do so at their own expense.

11.11.1 Legal Fees In the event that an action shall be instituted by either party hereto for the enforcement of any of its rights or remedies in or under this Agreement, the party in whose favor judgment shall be rendered therein shall be entitled to recover from the other party all costs and expenses incurred by said prevailing party in said action, including reasonable attorney's fees as fixed by the court therein.

11.12 Further Assurances

Each party will execute any additional documents and will perform any further acts which may be reasonably required to affect the purposes of this Agreement. The Fair will, on request by the City, execute appropriate estoppels certificates and attornments in favor of any trust deed holders or encumbrances.

11.13 Assurances of Non-discrimination

The Fair will not discriminate in employment or the performance of the Work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

The Fair herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this License is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein licensed nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein licensed.

11.14 Licensor's Right to Enter to Inspect and Post

The Fair will permit the City and its agents to enter upon the Premises at all reasonable times for the purpose of posting notices of non-responsibility for alterations or additions made by the Fair, or for the purpose of inspecting the Premises.

11.15 Brokers

All negotiations relative to this Agreement have been carried out directly by representatives of the City and the Fair without the participation of brokers, and each party represents to the other that there are no unpaid broker's fees in connection with this Agreement.

11.16 Successors and Assigns

This Agreement is binding on and will inure to benefit the successors and assigns of the parties, but nothing in this section shall be construed as consent by the City to any sublicense or assignment by the Fair if such consent is otherwise required by the terms of this Agreement.

11.17 Representations of Authority

Each party executing this Agreement represents and warrants to the other parties that the party has full power and authority to execute and deliver this Agreement in the manner contemplated hereby and that this Agreement is binding upon the party in accordance with its terms.

11.18 Venue

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Tulare, State of California. Fair hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

11.19 Counsel

The parties represent and warrant that this Agreement has been freely negotiated and has been reviewed by each party's respective legal counsel.

11.20 Duplicate Originals

This Agreement will be executed in duplicate originals.

11.21 Time is of the Essence

Time is of the essence for this Agreement.

**PART XII
REPRESENTATIONS AND WARRANTIES OF CITY**

City hereby makes the following representations and warranties to and agreements with Fair, which are true as of the date hereof, which shall be true as of the date of the License, which are not intended to replace or limit in any manner any express or implied warranty provided under the applicable law and which, except to the extent they relate to events or

circumstances occurring or arising after the License, shall survive the License. Fair shall be entitled to rely upon said representations and warranties notwithstanding Fair's inspections and investigations:

12.1 As of the date of License, City has complied or will comply with all applicable federal, state or local laws, regulations, ordinances or orders and has completed all proceedings or other actions necessary to complete the License and all of the transactions contemplated by this Agreement and the Annual License Fee reflects the fair market License value of the Property as of the date of this Agreement. There are no unrecorded liens or encumbrances affecting the Property and no person or entity has any right, title or interest in or to the Property other than City.

12.2 City has not received notice of, nor does City have any knowledge of, any pending or threatened action of governmental proceeding in eminent domain, zoning change or other proposed change, nor does City know of any fact which might give rise to any such proceeding, nor does City know of any other type of existing or intended use of any adjacent or nearby real property which might adversely affect the use of the Property for Fair purposes.

12.3 There are not presently pending any assessments by any governmental entity or public utility (other than for annual ad valorem real property taxes) of any nature with respect to the Property or any part of the Property. No property tax with respect to the Property is delinquent, and all requirements of all insurance policies with respect to the Property have been, and are being, fully complied with.

12.4 As of the date of the License, there shall be no easements, licenses, leases or tenancies of any type on the Property or any portion of the Property except those approved by Fair in accordance with this Agreement.

12.5 There are no encroachments upon the Property or any portion of the Property or any easement, appurtenance or other interest in the Property except those existing utilities above and below ground surface that are to remain in service. No improvements located on the Property encroach upon any property adjacent to the Property or upon any easement, building setback line, appurtenance or other interest in real property except as shown on the Preliminary Title Report, dated July 7, 2009, and shown as Exhibit E.

12.6 There are no liens or encumbrances against the Property for work performed or commenced or material supplied with respect to the Property, nor can there be claimed against the Property any such lien.

12.7 There is no suit or arbitration, bond issuance or proposal for bond issuance, proposals for public improvement assessment, pay-back agreement, paving agreement, road expansion or improvement agreement, utility moratorium, use moratorium, improvement moratorium, license fee increase moratorium, or legal, administrative or other proceeding or governmental investigation or requirement, formal or informal, existing or pending or threatened which affects the Property or which adversely affects

Fair's ability to develop the Property for Fair purposes, or which imposes any other charge or expense upon, or relating to, the Property which has not been disclosed to Fair in writing prior to the date of this Agreement, or, in the case of any such requirement, fully complied with.

12.8 City has no knowledge, nor has City received notice of any environmental rule, order or regulation which would adversely affect the commercial development on the Property .

~~12.9 This Agreement is a valid obligation of City and is binding upon City in accordance with its terms.~~

12.10 This Agreement, when executed by City, shall have been duly and properly executed and neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute:

(i) a default or an event which with notice or the passage of time or both would constitute a default under, or a violation or breach of, any indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which City is a party or by which City, or City's property, including without limitation, the Property, may be bound, or

(ii) an event which would permit any party to any agreement or instrument affecting the Property or affecting City's ability to perform its obligations under this Agreement to terminate it, or permit the holder of any indebtedness to accelerate its maturity, or

(iii) a violation of any statute, order, rule or regulation applicable to City or any portion of the Property.

12.11 After the date of this Agreement, City shall not undertake any work on the Property which may result in the creation of a mechanic's lien on the Property or any portion of this Property.

12.12 City has no knowledge of any adverse geological or soil condition affecting the Property.

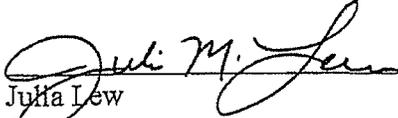
12.13 No portion of the Property lies within a flood plain designated by the federal, state or local government.

PART XIII FIRST RIGHT OF REFUSAL

13.1 In the event the City obtains the release of land from purview of the Federal Aviation Administration and desires to sell the released land, Fair shall have the First Right of Refusal for Parcel 1 and Parcel 2.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

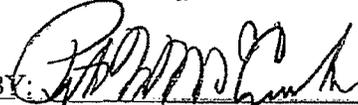
APPROVED AS TO FORM:



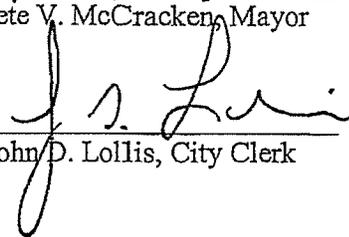
Julia Lew
City Attorney

CITY:

CITY OF PORTERVILLE
a Municipal Corporation

BY: 

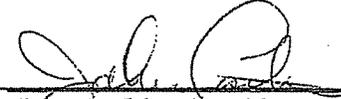
Pete V. McCracken, Mayor

BY: 

John D. Lollis, City Clerk

FAIR:

Tulare County Junior Livestock
Show and Community Fair

BY: 

John Corkins, President

BY: 

Dennis Sexton,
First Vice President

SUBJECT: STATUS REPORT - DEVELOPER IMPACT FEES

SOURCE: Finance Department

COMMENT: Pursuant to Government Code Section 66006 (b) (1), a detailed fund analysis of the Capital Improvement Funds containing Developer Impact Fees has been prepared. In accordance with Section 66006(b), a copy of this analysis was delivered to the Building Industry Association of Tulare/Kings Counties, Inc. (BIA), per their request, at least fifteen days prior to this Council meeting.

The format and content of this analysis have been developed around criteria previously approved by the BIA. As of June 30, 2014, the City is in compliance with the requirements of the Code.

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the Fiscal Year Ended June 30, 2014.

ATTACHMENT: Status Report

D.D. Appropriated/Funded C.M.

Item No. 20

CITY OF PORTERVILLE

**DEVELOPER IMPACT FEE SUMMARY
2013/14**

	<u>BEGINNING BALANCES AS OF JULY 1, 2013</u>	<u>(EXHIBIT NO.1) FEES COLLECTED</u>	<u>INTEREST EARNED</u>	<u>(EXHIBIT NO. 2) ELIGIBLE D.I.F. EXPENDITURES</u>	<u>ENDING BALANCES AS OF JUNE 30, 2014</u>
WATER ACREAGE FEE	\$ (18,719,380)	\$ 249,764	\$ 30,591	\$ (769,654)	\$ (19,208,679)
SEWER ACREAGE FEE	\$ (2,505,592)	\$ 34,097	\$ 12,214	\$ (8,876)	\$ (2,468,157)
STORM DRAIN FEE	\$ 2,197,934	\$ 188,579	\$ 36,453	\$ (177,493)	\$ 2,245,473
TRANSPORTATION IMPACT FEE	\$ 1,017,419	\$ 128,356	\$ 15,792	\$ (150,000)	\$ 1,011,567
PARK IMPACT FEE	\$ -	\$ 40,323	\$ 73	\$ (40,396)	\$ -

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2013/14**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Water Projects</u>			
Miscellaneous water projects	\$ 56,881.62	0%	\$ 0.00
Master plan update	3,611.78	100%	3,611.78
Ground water recharge	1,612.06	0%	0.00
Water Well #32	519,255.99	100%	519,255.99
Olive - Main to Plano	44,271.89	100%	44,271.89
Akins water system	2,119.05	0%	0.00
Master plan payback	74.15	100%	74.15
Veterans Park booster pump	182,918.99	100%	182,918.99
Jaye/Montgomery roundabout	16,360.00	100%	16,360.00
Scranton water main relocation	3,160.95	100%	3,160.95
Water infrastructure review	<u>2,635.50</u>	0%	<u>0.00</u>
WATER TOTAL	\$ <u>832,901.98</u>		\$ <u>769,653.75</u>
<u>Sewer Projects</u>			
Master plan payback	\$ 37.09	100%	\$ 37.09
Annexation sewer projects	591.78	0%	0.00
Expansion - emergency storage	124.35	0%	0.00
Equipment canopy	36.16	0%	0.00
Odor control project	72.32	0%	0.00
Blower project	98,303.54	0%	0.00
Chlorine generation system	36.16	0%	0.00
Digester transfer line project	5,444.76	0%	0.00
Septic station retrofit	6,537.78	0%	0.00
WWTP needs assessment	36.16	0%	0.00
Influent pumps	831,795.98	0%	0.00
Master plan update	37.09	100%	37.09
Annex area 455A	1,159,104.55	0%	0.00
Annex area 456A & 457	3,011.87	0%	0.00
Annex area 456B & 456C	2,563.21	0%	0.00
Annex area 458A & 458B	664,281.38	0%	0.00
Annex area 459A & 459C	9,385.00	0%	0.00
Headworks grinder / washer	104.08	0%	0.00
Manhole 10A repair	104.08	0%	0.00
WWTF discharge report	877.76	0%	0.00
Daft unit upgrade	72.32	0%	0.00
Sludge drying beds	36.16	0%	0.00
Sludge lines	1,043.41	0%	0.00
Jaye/Montgomery roundabout	<u>8,801.64</u>	100%	<u>8,801.64</u>
SEWER TOTAL	\$ <u>2,792,438.63</u>		\$ <u>8,875.82</u>

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2013/14**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Storm Drain Projects</u>			
Master plan paybacks	\$ 74.15	100%	\$ 74.15
Master plan update	37.09	100%	37.09
Flood mangement ordinance update	31,271.76	100%	31,271.76
Tomah - Porter / Wisconsin	1,549.23	100%	1,549.23
Drainage reservoir #14	74.15	100%	74.15
N Grand reconstruction	144,275.56	100%	144,275.56
Drainage reservoir #18	<u>211.04</u>	100%	<u>211.04</u>
STORM DRAIN TOTAL	\$ <u>177,492.98</u>		\$ <u>177,492.98</u>
<u>Transportation Projects</u>			
Debt service - 2005 Infrastructure COP	\$ <u>150,000.00</u>	100%	\$ <u>150,000.00</u>
TRANSPORTATION TOTAL	\$ <u>150,000.00</u>		\$ <u>150,000.00</u>
<u>Park Projects</u>			
Debt service - sports complex	\$ 35,203.57	100%	\$ 35,203.57
Sports complex parking lease	<u>5,192.44</u>	100%	<u>5,192.44</u>
PARK TOTAL	\$ <u>40,396.01</u>		\$ <u>40,396.01</u>

CITY OF PORTERVILLE

DEVELOPER FEE RATE STRUCTURE
2013/14

	<u>Hillside Development</u>	<u>Single Family (R-1)</u>	<u>Duplex (R-2)</u>	<u>Multi-Family (R-3 & R-4)</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial / Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$ 1,410	\$ 2,941	\$ 7,363	\$ 17,190	\$ -	\$ 1,919	\$ 2,210	\$ 16,977
Sewer Acreage Fee / Acre	\$ 981	\$ 1,797	\$ 4,175	\$ 9,739	\$ -	\$ 677	\$ 2,538	\$ 10,835
Storm Drain Fee / Acre	\$ -	\$ 4,845	\$ 6,463	\$ 9,695	\$ -	\$ 12,922	\$ 12,922	\$ 12,922
Transportation Fee / Unit	\$ -	\$ 1,036	\$ 701	\$ 701	\$ -	\$ 2,667	\$ 5,074	\$ 756
Park Impact Fee / Unit	\$ -	\$ 644	\$ 500	\$ 500	\$ 361	\$ -	\$ -	\$ -

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – BOYS AND GIRLS CLUB OF STRATHMORE – LOVE OUR KIDS 5K FUN RUN – FEBRUARY 14, 2015

SOURCE: Finance Department

COMMENT: The Boys and Girls Club of Strathmore is requesting approval to hold a 5K run at the Sports Complex on Saturday, February 14, 2015, from 9:30 a.m. to 1:00 p.m. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

The application has been routed according to the ordinance regulations and reviewed by all the departments involved. All requirements are listed on the attached copy of the Application, Agreement and Exhibit A.

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the Boys and Girls Clubs of Strathmore, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit A of the Community Civic Event Application.

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

D.D. AMB Appropriated/Funded AMB C.M. J Item No. 21

CITY OF PORTERVILLE

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



Attn: Anita

(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: _____ Event date: 2/14/15
Event time: run starts at 9:30 am

Name of Event: Love our kids 5k fun run

Sponsoring organization: Base Girls Club Phone # _____

Address: 1003 San Juan Ave Exeter 93221

Authorized representative: Karen Ertl Phone # 310-0001

Address: 19704 Road 222 Strathmore 93267

Event chairperson: Maureen Loeffler Phone # 568-1525

Location of event Porterville Sports Complex

(Location map must be attached)

Type of event: 5K fun run

Non-profit organization status: 501c BL# Pending

(IRS Determination)

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

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

Parks facility application required: Yes X No _____ Attached X

Assembly permit required: Yes X No _____ Attached X

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

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

faxed 1/20/14 Anita

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/gov/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)*

fae 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.**

na 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.

na 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.

fae 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.

Bays & Girls Club of	<i>Haven A. Ertl</i>	
Strathmore	(Signature)	(Date)

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: LOVE our kids 5k Fun Run

Sponsoring organization: Boys & Girls Club of Strathmore

Event date: 2/14/15 Hours: 7am - 1pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED: Porterville Sports Complex

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
n/a			
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
n/a			
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>
	Porterville Sports Complex		

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

BOYS AND GIRLS CLUB OF STRATHMORE
LOVE OUR KIDS 5K FUN RUN

FEBRUARY 14, 2015

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Manager:

J. Phillips

Field Services Manager:

B. Styles

No comments.

Fire Chief:

G. Irish

Parks and Leisure Services Director:

D. Moore

Vehicles are not permitted to park on the grass.

Police Lieutenant:

D. Haynes

No comments.

Administrative Services Director:

P. Hildreth

See Exhibit A, page 2. Parents of minor participants must sign waiver to participate.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Boys and Girls Club of Strathmore
Event: Love our Kids 5K Fun Run
Event Chairman: Maureen Loeffler
Location: Sports Complex
Date of Event: February 14, 2015
Time of Event: 9:30 a.m. to 1:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

- A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

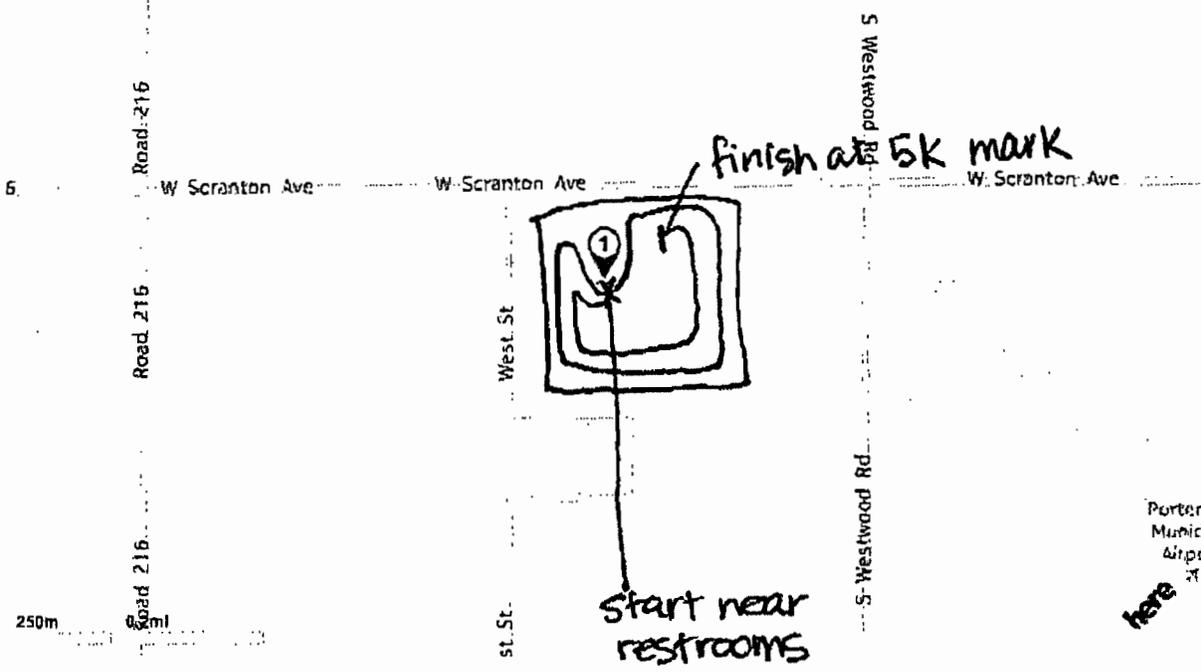
YAHOO!
MAPS

porterville sports complex near Porterville, CA

Enter notes here

255

Satellite



1. Porterville Sports Complex
 2701 W Scranton Ave, Porterville, CA 93257
 (559) 791-7695

Everything inside the complex

When using any driving directions or map, it is a good idea to double check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning

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: Boys & Girls Club 1003 San Juan Ave.
Exeter CA

2 Address where amplification equipment is to be used: Porterville Sports Complex

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

4 Type of event for which amplification equipment will be used: 5 K fun run

5 Dates and hours of operation of amplification equipment: 9-12

6 A general description of the sound amplifying equipment to be used: PA system to announce
race and winners

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 § 8311)

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 § 8312)

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.

Faren A. Entz
Signature of Applicant

Date

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

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

1-9-15
Date



BOYSG-1

OP ID: J6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2016

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).

PRODUCER BUCKMAN MITCHELL, INC. P.O. BOX 829 500 North Santa Fe Street VISALIA, CA 93279 Kelli Sutton, CIC, AIS	CONTACT NAME: Jennifer Robbins, CISR, AIS
	PHONE (A/C, No, Ext): 559-635-3550 FAX (A/C, No): 559-750-5480 E-MAIL ADDRESS: JenniferR@bmlnc.com
INSURED Boys & Girls Clubs of Tulare C Galen Quenzer 1003 San Juan Ave Exeter, CA 93221	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins. Alliance NAIC # 11384
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION 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 Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Soc Sery Prof Lia GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	201407045NPO	04/15/2014	04/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPDP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Event: Strathmore Love Our Kids 5K Fun Run at Porterville Sports Complex - 2701 W. Soranton, Porterville, CA 93257 on February 14, 2015. Certificate holder is named Additional Insured - Designated Person or Organization as required by written contract or agreement per attached Form CG2026 07-04, subject to policy terms and conditions.

CERTIFICATE HOLDER City of Porterville & Successor Agency to the Porterville Redevelopment Agency 291 N. Main Street Porterville, CA 93267	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 <i>Jennifer Robbins</i>
--	---

POLICY NUMBER: 201407045NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

COUNCIL AGENDA – JANUARY 20, 2015

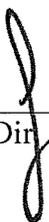
SUBJECT: LEGAL SERVICES AGREEMENT

SOURCE: CITY MANAGER

COMMENT: For the City Council's consideration, please find attached the proposed Legal Services Agreement between the City of Porterville and McCormick, Kabot, Jenner & Lew, and Julia M. Lew. The Agreement provides for an hourly fee of \$170.00 for legal services by attorneys, and hourly rate of \$75.00 for services by law clerks and paralegals, and is for the period of March 1, 2015 through February 28, 2018. The only proposed changes from the previous contract include increasing the hourly rate for attorneys from \$150.00 per hour to \$170.00, and changing the billing increment from a quarter of an hour to a tenth of an hour.

RECOMMENDATION: That the City Council:
1. Approve the Legal Services Agreement; and
2. Authorize the Mayor to execute the Legal Services Agreement on behalf of the City Council.

Attachment: Draft Legal Services Agreement



Dir



Approp./
Funded



CM

Item No. 22

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of January, 2015, by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter referred to as CITY, and McCORMICK, KABOT, JENNER & LEW, a professional law corporation, and JULIA LEW, hereinafter referred to as ATTORNEYS, and based upon the exchange of mutual promises hereinafter contained, the parties agree as follows:

1. The CITY hereby hires JULIA M. LEW as its City Attorney, to serve as such municipal officer at the pleasure of the City Council of the City of Porterville. The compensation to be paid JULIA M. LEW for her services as City Attorney shall be included in and made a part of the compensation arrangement herein provided for as it relates to other legal services to be performed for and on behalf of the CITY:

2. The CITY hereby hires McCORMICK, KABOT, JENNER & LEW, a professional law corporation, to do and perform legal services for and on behalf of the CITY, together with such legal services as may be required of the City Attorney for the City of Porterville.

3. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. The term of this Agreement shall begin on March 1, 2015, and extend through February 28, 2018. Furthermore, this Agreement shall terminate should JULIA M. LEW permanently leave the firm or her position as City Attorney.

4. CITY shall pay ATTORNEYS the sum of ONE HUNDRED SEVENTY DOLLARS (\$170.00) per hour, and shall pay the sum of SEVENTY FIVE DOLLARS (\$75.00) per hour for law clerks and/or paralegals for each hour of services, in one tenth hour increments. ATTORNEYS shall bill CITY monthly for their services rendered in the CITY=s behalf during the prior month. ATTORNEYS shall categorize the billings by City department and/or projects, as specified by the City Manager.

5. The services to be provided by the ATTORNEYS for the CITY shall include all legal services rendered at the request of the CITY, to include but not be limited to the following: Appearances at all necessary staff meetings, board or commission meetings; conferences with any staff member who might call for assistance; drafting of ordinances, leases, contracts, and other normal and customary legal documents; attendance at City Council meetings; attendance at other meetings in which the CITY has a vital interest; litigation which requires representation of the CITY, City officers or City Council persons in any trial or Appellate Court; representation of the CITY=s interest in connection with eminent domain and condemnation proceedings; representation of the CITY=s interest at necessary public hearings, meetings and legislative meetings conducted outside of the CITY limits of the City of Porterville; representation of the CITY=s interest with regard to labor relations; labor negotiations (if requested) or labor litigation; prosecution of violations of the City Code of the City of Porterville; representation in personnel matters in any administrative hearing procedure and/or litigation; representation of the CITY in all Pitchess motions before trial court; and other legal services not described above.

6. By specifying the areas of representation in the immediately preceding paragraph, it is not the intention of the parties to preclude the CITY from hiring or engaging other attorneys to act on its behalf in any area of concern to CITY.

7. The ATTORNEYS shall provide all reasonable and necessary facilities, equipment, books, supplies, stenographic and secretarial services, insurance policies and other property or services necessary to carry out and provide the required legal services pursuant to this Agreement.

8. It is understood that this Agreement provides for the services by the ATTORNEYS as the City Attorney for the City of Porterville on a contractual basis and not upon an employer/employee basis.

9. From time to time, the individual named in this Agreement as the City Attorney may designate other attorneys within the Law Firm to act in her place or stead in matters relating to affairs of the CITY.

10. The CITY agrees to reimburse the ATTORNEYS for any and all out-of-pocket expenses incurred on behalf of the CITY, including but not limited to, court reporter fees and charges, title company fees and charges, court costs, costs of outside investigators or experts pertaining to CITY litigations, telephone expenses, travel expenses (including meals and lodging outside the corporate limits of the County of Tulare), and membership fees in the League of California Cities Municipal Attorneys Section. Use of personal automobiles shall be reimbursed at the rate permitted under the US Internal Revenue Code. Copying charges shall be at the rate of Twenty Cents (.204) per page and it is expressly understood that said charges shall be kept to an absolute minimum and that CITY facilities shall be utilized for such services whenever possible. All such costs and expenses to be reimbursed by CITY shall be billed from time to time and paid by CITY in due course after receipt of billing.

11. It is further understood that in the interest of the City of Porterville the City Attorney and members of the appointed law firm shall keep abreast of rapidly changing developments of municipal law and the City Attorney will be expected to attend appropriate conferences of the League of California Cities, and such other courses and seminars on municipal law as may be mutually deemed necessary to maintain current proficiency. The City Attorney shall be reimbursed for reasonable out-of-pocket expenses for travel, lodging and incidental expenses in connection with attendance at such conferences, courses and seminars. The City Attorney will be expected to attend at least one of the above referenced conferences, courses or seminars without being reimbursed on an hourly basis as provided for in this Agreement.

12. The City Attorney and law firm shall not accept private cases or clients which will or in the reasonable exercise of their judgment may, in the future, create conflicts of interest between the CITY and such clients or cases and shall not be involved in legal matters which, by reason of this Agreement, violate any state law or court holding.

13. To the extent that any of the terms and conditions of this agreement could be construed to provide for paid leave to the City Attorney by the local agency pending investigation, or to provide for a legal defense fund for criminal legal defense, or to provide for any cash settlement related to the termination of the City Attorney's services, any such payments or funds are required to be reimbursed if the City Attorney is convicted of a crime involving an abuse of her office or position, as set forth per AB 1344 (effective January 1, 2012). Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence of any contractual requirement to do so.

14. The City Council shall annually meet, in closed session, with the City Attorney, to review the performance of the services provided under this Agreement. Said review shall occur on or before the first Council meeting in the month of February of each year.

CITY OF PORTERVILLE
A Municipal Corporation

BY _____
Milt Stowe, Mayor

McCORMICK, KABOT, JENNER & LEW
A Professional Law Corporation

BY _____
Julia M. Lew, City Attorney

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SUBJECT: CONSIDERATION OF COUNCIL MEMBER APPOINTMENT TO SERVE AS ALTERNATE ON TCAG BOARD

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK

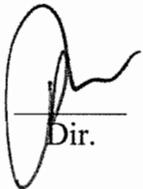
COMMENT: Recently, all TCAG member agencies passed the Moving Ahead for Progress in the 21st Century (MAP-21) JPA Amendment No. 3., which created a new position on the TCAG Board. The new position, to be appointment by the Tulare County Council of Cities, serves as a representative from a provider of public transit for a three-year term. On November 19, 2014, the Tulare County Council of Cities appointed Member Cameron Hamilton to serve in said capacity.

Currently, Vice Mayor Hamilton serves as the Alternate to Council Member Gurrola on the TCAG Board. Due to his recent appointment to the new position on the Board, Vice Mayor Hamilton must be replaced as the Alternate City of Porterville representative.

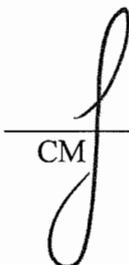
Attached for your reference is a list of current Council Member Appointments.

RECOMMENDATION: That the City Council appoint a member of the Council to serve as Alternate on the TCAG Board.

ATTACHMENT: Council Appointment List


Dir.

N/A
Approp./
Funded


CM

Item No. 23

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare Co. Association of Govts/ Transportation Planning Agency	Virginia Gurrola - Member Vacant	7/3/2012 7/3/2012	Board of Supervisors Conf. Room, Admin. Bldg 2800 W. Burrel Ave., Visalia; TCAG-Monday, 1pm; TAC-Thurs., 1:30pm (for exact dates see: www.tularecog.org/meetings.htm)
Tulare County Local Agency Formation Commission ("LAFCO")	*Cameron Hamilton - Member (representing City Councils)	May-07 Re-appt'd 5/2012	Board of Supervisors Board Room 2800 W. Burrel Avenue, Visalia, First Wed. @ 2 p.m. www.co.tulare.ca.us/lafco/
Tulare County E.D.C.	Monte Reyes - Member John Lollis - Alternate	8/5/2014	Fourth Wed. @ 7:30 a.m. at the Heritage Complex International Agri-Center, 4500 S. Laspina, Tulare
Business Incentive Zone Council	Monte Reyes - Member John Lollis - Alternate	8/5/2014	Quarterly (Feb., May, Aug., and Nov.) immediately following EDC.
Tule River Improvement JPA	Cameron Hamilton - Member Baldo Rodriguez - Alternate	7/6/2010	Quarterly; Lower Tule Irrigation District Conference Room, 357 E. Olive Avenue, Tipton
Consolidated Waste Management Authority	Monte Reyes - Member Brian Ward - Alternate	8/5/2014 7/6/2010	Third Thursday each month at 12pm; Visalia City Hall Council Chambers, 707 W. Acequia
Porterville Area Airport Development Corporation ("PAADA")	Cameron Hamilton - Member Milt Stowe - Member	7/6/2010 7/1/2014	Meets quarterly, or as needed. Notification of meetings is provided.
Indian Gaming Local Community Benefit Committee		3/2/2004	Meets as needed (no more than three times per year). Board of Supervisors' Conference Room, Admin. Building, 2800 W. Burrel Avenue, Visalia
Joint City/School Committee	Brian Ward - Member Milt Stowe - Member	7/6/2010 7/1/2014	Meets quarterly at the PUSD Board Room 600 W. Grand Avenue, Porterville

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
PDC Advisory Board	John Lollis - Member Mayor - Alternate	1/14/2009	Meets quarterly at Porterville Developmental Center 26501 Road 140, Room 59
Tulare County City Selection Committee	Mayor - City Member Mayor Pro Tem - Alt.		Meets as needed. Notification of meetings provided.
Internal City Audit Committee	Milt Stowe - Member	7/1/2014	Meets as needed in La Barca Conference Room, Porterville City Hall. Notification of meetings provided.
Council of Cities	Cameron Hamilton - Member Milt Stowe - Member	9/17/2013 7/1/2014	Meets as needed. Location of meetings varies. Notification of meetings provided.
SJVAPCD's Special City Selection Committee	Virginia Gurrola - Member Brian Ward - Alternate	8/5/2014 7/6/2010	Notification of Meetings provided; Members can attend via video-teleconference in Bakersfield or Fresno District Office.
SJVUAPCD Citizens Advisory Committee	Virginia Gurrola - Member (City Industry Alt. Member)	8/5/2014	Meets 1st Tuesday of month via video conferencing Southern Region Office-24946 Flyover Ct., Bakersfield.
Ad Hoc Committee - Provision of Local Water Services	Cameron Hamilton - Member Brian Ward - Member	7/6/2010	Ad Hoc Committee to address local water issues. Meets as needed.